

2018

# Appendices to the Housing Element & Fair Share Plan

DRAFT: December 21, 2018

Hamilton Township, Mercer County, New Jersey

Prepared by:

Clarke Caton Hintz | 100 barrack street | Trenton, NJ | 08608

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# 1. 2016 SETTLEMENT AGREEMENT

December 19, 2016

Gerald J. Muller, Esq.  
Miller Porter & Muller, P.C.  
One Palmer Square, Suite 540  
Princeton, NJ 08542

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

Dear Mr. Muller:

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

#### **Background**

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

#### **Settlement terms**

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of the Housing Element and Fair Share Plan ("the Plan") that is consistent with the compliance summary prepared by the Township, Exh. A, and all other terms of this Agreement, and the implementation of the Plan and this agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.

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

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

4. The Township's efforts to meet its present need include the following: The Township will continue to conduct an "in-house" rehabilitation program using funds from the CDBG, and other programs, as may be necessary. This is sufficient to satisfy the Township's present need obligation of 310 units.
5. As noted above, the Township has a Prior Round prospective need of 705 units, which is met through the following compliance mechanisms:

**See Exhibit A.**

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

**See Exhibit A.**

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

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

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

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

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

**See Exhibit B.**

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

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

9. The Township agrees to require 13% of all units referenced in this plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:
  - See Exhibit C. In addition, 13 percent of all new rental affordable units developed through the town-wide ordinance referenced in paragraph 6 will be very-low-income.
10. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
  - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d)
  - b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
  - c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
  - d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.
  - e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
11. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Supportive Housing Association and the Trenton Branch of the NAACP, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
12. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.



13. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
14. As an essential term of this settlement, within ninety (90) days of Court's approval of this Settlement Agreement, the Township shall introduce and adopt a final Housing Element and Fair Share Plan implementing the terms of this Agreement and an ordinance providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this settlement agreement and the town-wide set-aside ordinance contemplated in paragraph 6 herein.
15. The parties agree that if a decision of a court of competent jurisdiction in Mercer County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to implement the fair share plan attached hereto, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's/Borough's obligation below that established in this agreement does not provide a basis for seeking leave to amend this agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law. Furthermore, nothing in this Agreement shall prejudice or limit Hamilton's right to seek credit in the future for units/credits not specifically addressed or identified herein, so long as said credits meet all applicable legal standards and are approved by the court or an administrative agency responsible for implementing the Fair Housing Act with the requisite authority, with FSHC reserving its right to take any position it wishes as to the validity of said credits.
16. The Township will prepare a revised spending plan within 90 days of the Court's approval of this Settlement Agreement for submission to the Court for review and approval. The Township reserves the right to request the Court's approval that the expenditures of funds under the revised spending plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, and FSHC reserves the right to respond to such request and comment on the revised spending plan. The parties agree that any funds deemed "committed" by the Court shall have the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council

- on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
17. On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
  18. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this agreement. The Township agrees to comply with those provisions as follows:
    - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
    - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
  19. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
  20. This settlement agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees not to challenge the attached summary of credits (Exh. A) at the fairness hearing. FSHC contends that the municipality should receive the "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA" in accordance with the Supreme Court's decision in In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 36 (2015) through July 2025.

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

21. Hamilton agrees to pay \$4,000 to FSHC within 10 days after the approval of this Agreement by the Court at a Fairness Hearing.
22. If an appeal is filed of the Court's approval or rejection of the Settlement Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful at which point, the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
23. This settlement agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Mercer County.
24. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
27. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
28. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
29. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
30. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or

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

31. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
32. No member, official or employee of the Township shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
33. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
34. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) such notices shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

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

**TO THE TOWNSHIP:** Lindsay Burbage, Esq.  
Hamilton Township Department of Law  
2090 Greenwood Ave.  
P.O. Box 00150  
Hamilton, NJ 08650-0150  
Phone: (609) 890-3882  
Telecopier: 609/890-4409  
Email: lburbage@hamiltonnj.com

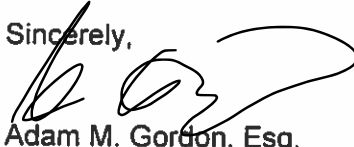
Gerald Muller, Esq.  
Miller, Porter, & Muller, P.C.  
One Palmer Square, Suite 540  
Princeton, NJ 08542  
Phone: (609) 921-6077  
Telecopier: 609/497-1439  
E-mail: gmuller@mpmglaw.com

**WITH A COPY TO THE  
MUNICIPAL CLERK:** Eileen A. Gore, RMC, CMC, MMC

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

Please sign below if these terms are acceptable.

Sincerely,



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

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

\_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A.**  
**CREDITING PROPOSAL | HAMILTON TOWNSHIP, MERCER COUNTY**

**Clarke Caton Hintz**  
Architects  
Planners  
Landscape Architects

**Rehabilitation Obligation**

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

**Prior Round Obligation**

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

100 Banack Street  
Trenton NJ 08608  
clarkecatonhintz.com  
Tel 609 833 5383  
Fax 609 833 4044

**Satisfaction of the 705 Unit Prior Round Obligation**

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

*December 15, 2016 | Page 1 of 17*

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

EMENTI  
John Clarke, FAIA  
Carl Hintz, AICP, ASLA



**CREDITING PROPOSAL | HAMILTON TOWNSHIP, MERCER COUNTY**

Clarke Caton Hintz

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

*Prior Round Rental: 142*

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

*Prior Round Senior: 65*

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

**Prior Cycle Credits**

**Society Hill I and II**

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

**Credits without Control**

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

## **CREDITING PROPOSAL | HAMILTON TOWNSHIP, MERCER COUNTY**

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Clarke Caton Hintz

### **Mercer County ARC**

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

### **Regional Contribution Agreements**

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

### **Special Needs Facilities**

#### **Enable – Gallavan Way**

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

#### **Enable – Flock Road**

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





## **CREDITING PROPOSAL | HAMILTON TOWNSHIP, MERCER COUNTY**

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Clarke Caton Hintz

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

### **Options**

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

### **Mercer County Veterans Center**

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

### **Project Freedom**

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

### **VOCA**

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

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### **Visitation Homes (VH1) - 417 Yardville-Allentown Rd**

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

### **Visitation Homes (VH2) - 355 Yardville-Allentown Rd**

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



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### Visitation Homes (VH3) - 405 Yardville-Allentown Rd

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

### 100% Affordable Housing Projects

#### McCorristin Square

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

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

**Third Round**

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

**Satisfaction of the 521 Unit Third Round Obligation**

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



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

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

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

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

### Alternative Living Arrangements

#### **Visitation Homes (VH3) - 405 Yardville-Allentown Rd**

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

#### **Allies Inc. – 331 Redfern Avenue**

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



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

### **Allies Inc. – 423 Wilfred Avenue**

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

### **SERV – 2 Bainbridge Court**

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

### **SERV – 6 Lohli Drive**

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

### **SERV – 117 Colonial Drive**

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



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

### **EDEN – 3 Blue Devil Lane**

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

### **EDEN – 433 Princeton Avenue**

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



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### 100% Affordable

#### **HomeFront Transitional Housing - 129 Moffat Ave.**

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

#### **HomeFront X - 1778 Greenwood Ave**

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

#### **HomeFront XI - 117 Moffat Avenue**

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

#### **HomeFront II - 322 & 330 Connecticut Ave**

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





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

### **HomeFront IV - 116 Moffat Avenue**

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

### **HomeFront IV – 40 Francis Avenue**

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

### **HomeFront VI - 87 Newkirk Ave.**

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

### **HomeFront VI - 141 Francis Ave**

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



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

### **HomeFront IX - 1782 & 1786 Greenwood Ave.**

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

### **Capstone Infill Housing**

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

### **Inclusionary Housing**

#### **Twin Ponds**

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



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

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

### **Brandywine Woods**

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

### **Enchantment Villas (Hamilton Chase)**

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



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

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

### **Vintage Court**

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

### **Mill One**

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

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### **GP&TL Connecticut Avenue**

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

### **Paradise Garden Village (JDME Acquisitions)**

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

### **Market to Affordable Program**

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

**CREDITING PROPOSAL | HAMILTON TOWNSHIP, MERCER COUNTY**

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Clarke Caton Hintz

**Extension of Expiring Controls**

**Society Hill I and II**

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



**EXHIBIT B. | HAMILTON TOWNSHIP, MERCER COUNTY**

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**Clarke Caton Hintz**

Architects

Planners

Landscape Architects

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

**SERV**

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

**EDEN**

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

**Allies Inc**

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

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Emerit  
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Carl Hintz, AICP, ASLA



**EXHIBIT C.**

**VERY LOW INCOME HOUSING | HAMILTON TOWNSHIP, MERCER COUNTY**

**Clarke Caton Hintz**

Architects  
Planners  
Landscape Architects

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

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

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

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

Emeriti  
John Clarke, FAIA  
Carl Hintz, AICP, ASLA





**EXHIBIT C.**

**VERY LOW INCOME HOUSING | HAMILTON TOWNSHIP, MERCER COUNTY**

Clarke Caton Hintz

Very low income units include the following:

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

## 2. PLANNING BOARD RESOLUTION

**Planning Board Resolution \_\_\_\_\_**  
**Hamilton Township, Mercer County, New Jersey**

**WHEREAS**, the Planning Board of Hamilton Township, Mercer County, State of New Jersey, adopted its current Housing Element and Fair Share Plan pursuant to *N.J.S.A. 40:55D-28* on June 8, 2017; and

**WHEREAS**, the Governing Body endorsed the Housing Element and Fair Share Plan on \_\_\_\_\_; and

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

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

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

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

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

**WHEREAS**, said Order requires the Township to submit an adopted housing element and fair share plan that is consistent with the Settlement Agreement to the Court by \_\_\_\_\_; and

**WHEREAS**, upon notice duly provided pursuant to *N.J.S.A. 40:55D-13*, the Planning Board held a public hearing(s) on the amended Housing Element and Fair Share Plan on \_\_\_\_\_; and

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

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

\_\_\_\_\_

Joseph Belina,  
Chairman of the Planning Board

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

\_\_\_\_\_

Planning Board Secretary

### 3. GOVERNING BODY RESOLUTION

**Governing Body Resolution \_\_\_\_\_**  
**Hamilton Township, Mercer County**

**WHEREAS**, the Planning Board of Hamilton Township, Mercer County, State of New Jersey, adopted its current Housing Element and Fair Share Plan pursuant to *N.J.S.A. 40:55D-28* on June 8, 2017; and

**WHEREAS**, the Governing Body endorsed the Housing Element and Fair Share Plan on \_\_\_\_\_; and

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

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

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

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

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

**WHEREAS**, said Order requires the Township to submit an adopted housing element and fair share plan that is consistent with the Settlement Agreement to the Court by \_\_\_\_\_; and

**NOW THEREFORE BE IT RESOLVED** that the Governing Body of the Township of Hamilton, Mercer County, State of New Jersey, hereby endorses the Housing Element and Fair Share Plan as adopted by the Township of Hamilton Planning Board; and

**BE IT FURTHER RESOLVED** that the Governing Body of the Township of Hamilton, pursuant to the provisions of *N.J.S.A. 52:27D-301 et seq.* and *N.J.A.C. 5:96-3.2(a)*, submits this Housing Element and Fair Share Plan to Superior Court in a request for a Judgement of Compliance & Repose; and

\_\_\_\_\_  
Municipal Clerk

---

Date

## 4. HOUSING, DEMOGRAPHIC & EMPLOYMENT ANALYSIS



## HOUSING, DEMOGRAPHIC & EMPLOYMENT ANALYSIS

### Housing Characteristics

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### General Population Characteristics

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

	1990	2000	Percent Change	2010	Percent Change
<b>Hamilton Township</b>	86,553	87,109	0.64%	88,464	1.56%
<b>Mercer County</b>	325,824	350,761	7.65%	366,513	4.49%

*Sources: 1990, 2000, and 2010 US Census*

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

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

*Sources: 2000 and 2010 US Census*

## Household Characteristics

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

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

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

*Source: 2010 US Census*

### Income Characteristics

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

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



<b>TABLE 12. HOUSEHOLD INCOME BY INCOME BRACKETS, 2013</b>		
	<b>Households</b>	<b>Percent</b>
<b>\$75,000-\$99,999</b>	4,863	19.5%
<b>\$100,000-\$149,999</b>	6,563	9.6%
<b>\$150,000-\$199,999</b>	3,228	4.2%
<b>\$200,000 +</b>	1,416	2.5%
<b>Total</b>	<b>33,734</b>	<b>100%</b>
<b>Median Income</b>	\$71,724	

*Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)*

<b>TABLE 13. INDIVIDUAL AND FAMILY POVERTY RATES, 2013</b>		
<b>Location</b>	<b>Individuals</b>	<b>Families</b>
<b>Hamilton Township</b>	7.1%	4.4%
<b>Mercer County</b>	11.2%	7.7%

*Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)*

## Employment Characteristics

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

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

<b>TABLE 14. DISTRIBUTION OF EMPLOYMENT BY INDUSTRY, HARRISON RESIDENTS, 2013</b>		
<b>Professional, Scientific, Management, Administrative, and Waste Management Services</b>	4,518	10.0%
<b>Educational, Health and Social Services</b>	10,384	23.0%
<b>Arts, Entertainment, Recreation, Accommodation and Food Services</b>	3,779	8.4%
<b>Other</b>	1,957	4.3%
<b>Public Administration</b>	5,538	12.2%
<b>Total</b>	<b>45,234</b>	<b>100%</b>

*Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)*

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

<b>TABLE 15. EMPLOYMENT BY OCCUPATION, HAMILTON TOWNSHIP, 2013</b>		
<b>Sector Jobs</b>	<b>Number</b>	<b>Percent</b>
<b>Management, Business, Science, Arts</b>	15,845	35.0%
<b>Service</b>	7,955	17.6%
<b>Sales and Office</b>	12,962	28.7%
<b>Natural Resources, Construction, Maintenance</b>	3,846	8.5%
<b>Production, Transportation, Material Moving</b>	4,626	10.2%
<b>Total</b>	<b>45,234</b>	<b>100%</b>

*Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)*

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

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

<b>TABLE 16. CHANGE IN EMPLOYMENT, 2010 – 2015</b>				
<b>Year</b>	<b>Labor Force</b>	<b>Employment</b>	<b>Unemployment</b>	<b>Unemployment Rate</b>
<b>2014</b>	49,595	46,749	2,846	5.7%
<b>2015*</b>	49,900	47,100	2,800	5.6%

*Source: NJ Department of Labor and Workforce Development*  
*\*Average of January through May estimates.*

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

<b>TABLE 17. COVERED EMPLOYMENT ESTIMATES</b>		
<b>Year</b>	<b>Hamilton Township</b>	<b>Mercer County</b>
<b>2014</b>	30,866	229,798

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

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

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

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

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

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

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

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

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

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

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

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

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

## Population Projections

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

<b>TABLE 22. POPULATION, HOUSEHOLD, AND EMPLOYMENT PROJECTIONS, 2010 – 2040</b>						
	<b>Hamilton Township</b>			<b>Mercer County</b>		
	<b>2010</b>	<b>2040</b>	<b>% Change</b>	<b>2010</b>	<b>2040</b>	<b>% Change</b>
<b>Population</b>	88,464	92,380	4.4%	366,513	390,729	6.6%
<b>Employment</b>	43,553	45,580	4.7%	266,672	286,087	7.3%
<i>Sources: DVRPC Regional, County, and Municipal Population Forecasts, 2010-2040. ADR 18-A, March 2013; DVRPC Regional, County, and Municipal Employment Forecasts, 2010-2040. ADR 19, January 2013</i>						

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

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

<b>TABLE 23. HOUSING PROJECTIONS TO 2025</b>	
<b>Year</b>	<b>Building Permits Issued</b>
<b>2000</b>	217
<b>2001</b>	342
<b>2002</b>	413
<b>2003</b>	188
<b>2004</b>	330
<b>2005</b>	338
<b>2006</b>	310

<b>TABLE 23. HOUSING PROJECTIONS TO 2025</b>	
<b>Year</b>	<b>Building Permits Issued</b>
<b>2007</b>	217
<b>2008</b>	102
<b>2009</b>	58
<b>2010</b>	76
<b>2011</b>	133
<b>2012</b>	42
<b>2013</b>	98
<b>2014</b>	139
<b>2015</b>	26
<b>Average</b>	200.2
<b>Ten Year Projection</b>	<b>1,900 dwellings</b>
<i>Source: NJDCA Construction Reporter, Building Permits, Yearly Summary Data, and Housing Units Authorized by Building Permits for New Construction</i>	

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## 5. REHABILITATION PROGRAM





# HAMILTON TOWNSHIP

MERCER COUNTY, NEW JERSEY

## TOWNSHIP OF HAMILTON RENTAL REHABILITATION PROGRAM POLICIES AND PROCEDURES MANUAL

January 2019

Department of Community Planning & Compliance  
Neighborhood Preservation

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# Township of Hamilton Rental Rehabilitation Program

## *Policies and Procedures Manual*

### I. Introduction

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

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

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

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

The Program is designed to accomplish this by:

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

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

## A. FAIR HOUSING AND EQUAL HOUSING OPPORTUNITIES



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

## B. Program Terms

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

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

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<sup>1</sup> [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/FHILaws](https://www.hud.gov/program_offices/fair_housing_equal_opp/FHILaws)

<sup>2</sup> [http://www.nj.gov/dca/20090101\\_cahs/uhac/uhac\\_05\\_01\\_09.htm](http://www.nj.gov/dca/20090101_cahs/uhac/uhac_05_01_09.htm)

<sup>3</sup> [http://www.nj.gov/dca/services/affordable\\_housing/ahc/596.pdf](http://www.nj.gov/dca/services/affordable_housing/ahc/596.pdf)

<sup>4</sup> [http://www.nj.gov/dca/services/affordable\\_housing/ahc/597.pdf](http://www.nj.gov/dca/services/affordable_housing/ahc/597.pdf)

### C. Sources of Funds

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

### D. Regulatory Objectives and Compliance

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

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

### E. Summary of Program

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

## II. General Program Information

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

### A. Eligible Properties

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

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

### B. Eligible Households

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

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

### C. Restrictions on Rents

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

### D. Income Limits

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

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

## E. Other Eligibility Requirements

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

## F. Ownership and Occupancy

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

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

## G. Certification of Substandard

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

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



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

## H. Certification Existing Conditions

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

## I. Eligible Improvements

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

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

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

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

## J. Ineligible Improvements

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

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

### K. Loan Amount and Terms

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

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

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

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

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

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

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

## L. Loan Subordination

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

## M. Borrowers Agreement and Terms

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

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

### III. Overview of Administrative Process

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

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

## A. Marketing

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

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

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

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

## B. Income Eligibility Determinations

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

### What is Considered Income

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

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

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

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

	<p>as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;</p>
<p>4. Retirement &amp; Insurance Income</p>	<p>The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);</p>
<p>5. Unemployment &amp; Disability Income</p>	<p>Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);</p>
<p>6. Welfare Assistance</p>	<p>Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:</p> <ul style="list-style-type: none"> <li>(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and</li> <li>(B) Are not otherwise excluded under paragraph (c) of this section.</li> </ul> <p>If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:</p> <ul style="list-style-type: none"> <li>(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus</li> <li>(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.</li> </ul>
<p>7. Alimony, Child Support, &amp; Gift Income</p>	<p>Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;</p>

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

8. Armed Forces Income

All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

**What is Not Considered Income**

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

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

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

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

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



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

Services' Low-Income Home Energy Assistance Program;

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

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

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

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

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

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

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

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

## C. Proof of Income

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

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

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

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

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

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

### A. Eligible contractors

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

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

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

### B. Bid openings and Contractor Selection

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

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

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

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

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

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

### C. Contractor Performance

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

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

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

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

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

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

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

## V. Loan Closings and Construction Agreements

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

### A. Mortgage, Mortgage Note & Restrictive Covenant

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

### B. Construction Agreement

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

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

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

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

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

### C. Inspections

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

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

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

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

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

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

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

### D. Permits & Permit Inspections

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

## E. Contractor Payment

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

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

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

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

## F. Resolution of Disputes

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

## G. Lead Based Paint Provisions

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

## VI. Project Certification / Appeals / Rental Units

### A. Certification of Standard

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

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

## B. Illegal Improvements Found During Inspections

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

## C. Appeals

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

## D. Administration of Rental Units

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

Program requirements for rental units are:

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

## E. Calculating Initial Affordable Rents

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

## F. Calculating Rent Increases

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

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

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

## Appendix A

# Appendix A

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

## 2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sales***	Regional Asset Limit****
<b>Region 1</b>	Median	\$63,597	\$68,140	\$72,682	\$81,767	\$90,853	\$94,487	\$98,121	\$105,389	\$112,657	\$119,926	2.2%	\$175,679
Bergen, Hudson, Passaic and Sussex	Moderate	\$50,878	\$54,512	\$58,146	\$65,414	\$72,682	\$75,589	\$78,497	\$84,311	\$90,126	\$95,940	5.52%	
	Low	\$31,798	\$34,070	\$36,341	\$40,884	\$45,426	\$47,243	\$49,060	\$52,695	\$56,329	\$59,963		
	Very Low	\$19,079	\$20,442	\$21,805	\$24,530	\$27,256	\$28,346	\$29,436	\$31,617	\$33,797	\$35,978		
<b>Region 2</b>	Median	\$66,755	\$71,523	\$76,291	\$85,828	\$95,364	\$99,179	\$102,993	\$110,622	\$118,252	\$125,881	2.2%	\$182,955
Essex, Morris, Union and Warren	Moderate	\$53,404	\$57,218	\$61,033	\$68,662	\$76,291	\$79,343	\$82,395	\$88,498	\$94,601	\$100,705	1.22%	
	Low	\$33,377	\$35,762	\$38,146	\$42,914	\$47,682	\$49,589	\$51,497	\$55,311	\$59,126	\$62,940		
	Very Low	\$20,026	\$21,457	\$22,887	\$25,748	\$28,609	\$29,754	\$30,898	\$33,187	\$35,475	\$37,764		
<b>Region 3</b>	Median	\$75,530	\$80,925	\$86,320	\$97,110	\$107,900	\$112,216	\$116,532	\$125,164	\$133,796	\$142,428	2.2%	\$205,458
Hunterdon, Middlesex and Somerset	Moderate	\$60,424	\$64,740	\$69,056	\$77,688	\$86,320	\$89,773	\$93,226	\$100,131	\$107,037	\$113,942	2.37%	
	Low	\$37,765	\$40,463	\$43,160	\$48,555	\$53,950	\$56,108	\$58,266	\$62,582	\$66,898	\$71,214		
	Very Low	\$22,659	\$24,278	\$25,896	\$29,133	\$32,370	\$33,665	\$34,960	\$37,549	\$40,139	\$42,728		
<b>Region 4</b>	Median	\$69,447	\$74,407	\$79,368	\$89,289	\$99,209	\$103,178	\$107,146	\$115,083	\$123,020	\$130,956	2.2%	\$186,616
Mercer, Monmouth and Ocean	Moderate	\$55,557	\$59,526	\$63,494	\$71,431	\$79,368	\$82,542	\$85,717	\$92,066	\$98,416	\$104,765	5.19%	
	Low	\$34,723	\$37,204	\$39,684	\$44,644	\$49,605	\$51,589	\$53,573	\$57,541	\$61,510	\$65,478		
	Very Low	\$20,834	\$22,322	\$23,810	\$26,787	\$29,763	\$30,953	\$32,144	\$34,525	\$36,906	\$39,287		
<b>Region 5</b>	Median	\$61,180	\$65,550	\$69,920	\$78,660	\$87,400	\$94,392	\$101,384	\$108,376	\$115,368	\$122,360	2.2%	\$161,977
Burlington, Camden and Gloucester	Moderate	\$48,944	\$52,440	\$55,936	\$62,928	\$69,920	\$72,717	\$75,514	\$81,107	\$86,701	\$92,294	5.05%	
	Low	\$30,590	\$32,775	\$34,960	\$39,330	\$43,700	\$45,448	\$47,196	\$50,692	\$54,188	\$57,684		
	Very Low	\$18,354	\$19,665	\$20,976	\$23,598	\$26,220	\$27,269	\$28,318	\$30,415	\$32,513	\$34,610		
<b>Region 6</b>	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332	2.2%	\$136,680
Atlantic, Cape May, Cumberland, and Salem	Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066	0.00%	
	Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166		
	Very Low	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900		

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

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

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

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

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

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

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



# HAMILTON TOWNSHIP

MERCER COUNTY, NEW JERSEY

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

January 2019

Department of Community Planning & Compliance  
Neighborhood Preservation

Janice Blakely-Williams, Director  
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# Township of Hamilton Owner-Occupied Housing Rehabilitation Program

## *Policies and Procedures Manual*

### I. Introduction

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

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

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

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

The Program is designed to accomplish this by:

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

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

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

## A. Fair Housing and Equal Housing Opportunities



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

## B. Rehabilitation Assistance Program

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

## C. Sources of Funds

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

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<sup>1</sup> [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/fllaws](https://www.hud.gov/program_offices/fair_housing_equal_opp/fllaws)

<sup>2</sup> <https://www.nj.gov/treasury/finance/uhac/uhac.html>

<sup>3</sup> <https://www.nj.gov/treasury/finance/uhac/uhac.html#596>

<sup>4</sup> <https://www.nj.gov/treasury/finance/uhac/uhac.html#597>

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

### D. Regulatory Objectives and Compliance

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

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

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

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

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

### E. Summary of Program

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

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

## II. General Program Information

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

### A. Rehabilitation Assistance Program

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

### B. Eligible Households

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

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

### C. Income Limits

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

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

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

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

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

#### D. Other Eligibility Requirements

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

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

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

## E. Ownership and Occupancy

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

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

## F. Certification of Substandard

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

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

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

## G. Certification Existing Conditions

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

## H. Historic Preservation

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

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

## I. Eligible Improvements

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

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

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

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

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

## J. Ineligible Improvements

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



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

### K. Loan Amount and Terms

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

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

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

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

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

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

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

## **L. Loan Subordination**

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

## **M. Borrowers Agreement and Terms**

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

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

### III. Overview of Administrative Process

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

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

## A. Marketing

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

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

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

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

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

## B. Income Eligibility Determinations

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

### What is Considered Income

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

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

<b>Statement from HUD 24 CFR 5.609 paragraph (b) (March 8, 2016)</b>	
	be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
6. Welfare Assistance	<p>Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:</p> <ul style="list-style-type: none"> <li>(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and</li> <li>(B) Are not otherwise excluded under paragraph (c) of this section.</li> </ul> <p>If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:</p> <ul style="list-style-type: none"> <li>(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus</li> <li>(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.</li> </ul>

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

**What is Not Considered Income**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### C. Proof of Income

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



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

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

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

## A. Eligible contractors

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

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

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

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

## B. Bid openings and Contractor Selection

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

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

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

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

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

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

### C. Contractor Performance

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

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

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

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

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

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

## V. Loan Closings and Construction Agreements

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

### A. Mortgage & Mortgage Note

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

### B. Construction Agreement

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

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

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

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

### C. Inspections

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

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

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

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

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

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

#### D. Lead Based Paint Provisions

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

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

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

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

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

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

<b>HUD Regulations 24 CFR Part 35 Subpart J : Required Housing Rehabilitation Activities</b>			
<b>Amount of Program Assistance</b>	<b>≤ \$5,000</b>	<b>&gt;\$5,000 ≤ \$15,000</b>	<b>&gt;\$15,000</b>
<b>Approach to Lead Hazard Evaluation and Reduction</b>	Do no harm	Identify and control lead hazards	Identify and abate lead hazards
<b>Notification</b>	Yes	Yes	Yes
<b>Lead Hazard Evaluation</b>	Paint Testing of surfaces to be disturbed by rehabilitation	Paint testing of surfaces to be disturbed by rehabilitation and a Risk Assessment of entire unit	Paint testing of surfaces to be disturbed by rehabilitation and a Risk Assessment of entire unit
<b>Lead Hazard Reduction</b>	Repair surfaces disturbed during rehabilitation. Safe work practices Clearance of work site	Interim Controls Safe work practices Clearance of unit	Abatement Safe work practices Clearance of the unit

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

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

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

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

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

- Required level of lead hazard reduction;

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

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

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

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

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

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

## E. Permits & Permit Inspections

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

## F. Contractor Payment

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

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

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

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

## G. Resolution of Disputes

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

## VI. MAINTENANCE OF RECORDS

### A. Files to be Maintained on Every Applicant

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

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

### B. Files to be Maintained on Approved Applicants

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



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

### C. Rehabilitation Log

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

### D. Monitoring

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

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

## VII. Project Certification / Appeals

### A. Certification of Standard

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

### B. Illegal Improvements Found During Inspections

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

## C. Appeals

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

# Do You Qualify for Help Making Needed Home Repairs ?



## Find out more about Hamilton's Housing Rehabilitation Program

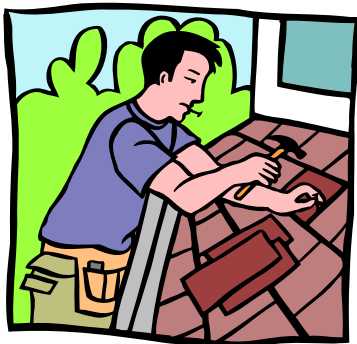
Contact Janice Blakely, Director of Neighborhood Preservation

**609.890.3678**

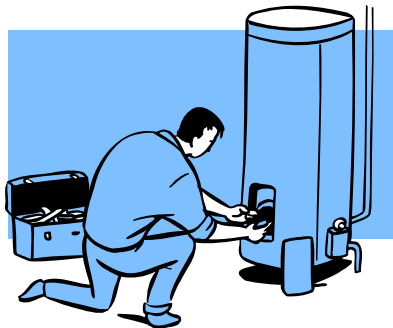


**Kelly Yaede**  
MAYOR

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



**Roof Repairs**



**Heater Repairs**



**Window Installs**

### Federal HUD Program Income Limits Below

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

Effective with all applications received January 2014



TO KEEP YOUR  
**Family & Home**  
**SAFE**



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

Dear Friend:



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

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

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

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

Sincerely,

## Brian M. Hughes County Executive

Kelvin S. Ganges  
Chief of Staff

Andrew A. Mair  
County Administrator

Anthony P. Carabelli, Jr.  
Director

Economic Development &  
Sustainability

Edward M. Pattik, Director  
Housing & Community  
Development



# Mercer County



## Housing Rehabilitation Program & Helping Hands for Seniors



### MERCER COUNTY BOARD OF CHOSEN FREEHOLDERS

Ann M. Cannon  
John A. Cimino

Pasquale "Pat" Colavita, Jr.

Samuel T. Frisby

Andrew Koontz

Anthony Verrelli

Lucille R.S. Walter

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



## HOUSING

### REHABILITATION PROGRAM

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

### ELIGIBILITY REQUIREMENTS

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

### GROSS ANNUAL INCOME LIMITS

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

## HELPING HANDS FOR SENIORS

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

### GROSS ANNUAL INCOME LIMITS

Family Size	Annual Household Income
1	\$41,580
2	\$47,520
3	\$53,460
4	\$59,340
5	\$64,140
6	\$68,880
7	\$73,620
8	\$78,360

### ELIGIBLE PROPERTY

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

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

### MAXIMUM PROPERTY VALUE

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

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

## PROGRAM FEATURES

- Assist with improvements and repairs
- Address health and safety issues
- Correct code violations

## HOW TO APPLY

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

## APPLICATION PROCESS

Mercer County will review the application for eligibility requirements.

All applicants will be placed on a waiting list.

Environment Review Performed

Initial inspection will be scheduled.

Housing Inspector will prepare specifications.

Owners will be required to solicit three bids.

Owner will hire contractor to perform work.

Final inspection will take place.

Contractor receives payment for work.

## ELIGIBLE MUNICIPALITIES

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



## Mercer County Housing and Community Development Home Rehabilitation Assistance Program

### General Directions

1. Complete and return the enclosed application. All applications will be processed on a first come first served basis. **All documentation must be current within six (6) months of receiving assistance.** Resubmission of documentation may be required to maintain eligibility.
2. **Do not** submit your original documents with the application (**Copies only**).
3. INCLUDE THE FOLLOWING INFORMATION WITH YOUR COMPLETED APPLICATION FOR ALL PERSONS LIVING IN YOUR HOME:
  - A. Proof of Ownership (Deed or Tax Bill)
  - B. Proof of Income (**Recent** Pay Stubs, **current** Social Security benefit, Pension Award Letter, Income Tax Return for the previous year, Savings/Checking Account/Money Market Statements).
  - C. Proof of Current Homeowner's Insurance Declaration Page.
  - D. Evidence that property taxes are current (or schedule of payment).
  - E. **A zero (0) income statement for any household member 15 years and older who cannot provide proof of income.**

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

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



## 6. ALLIES INC. – 331 REDFERN AVENUE

**Council on Affordable Housing (COAH)  
Alternative Living Arrangement Survey**

Municipality: Hamilton Township County: Mercer  
 Sponsor: Allies, Inc Developer: Allies, Inc  
 Block: 2102 Lot: 75 Street Address 331 Redfern Street  
 Facility Name: Redfern

Type of Facility:

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

Sources of funding committed to the project :

- Capital funding from State - Amount \$ \_\_\_\_\_
- Balanced Housing - Amount \$ \_\_\_\_\_
- HUD - Amount \$ \_\_\_\_\_
- Federal Home Loan Bank - Amount \$ \_\_\_\_\_
- Farmers Home Administration - Amount \$ \_\_\_\_\_
- Development fees - Amount \$ \_\_\_\_\_
- Bank financing - Amount \$ \_\_\_\_\_
- Other - Please specify: NSP-DCA - \$270,104.49
- Please provide a pro forma for proposed projects

Total # of clients 2 (upto 3)  
 Total # of low-income clients 2  
 Total # of moderate-income clients \_\_\_\_\_  
 Total # of market-income clients \_\_\_\_\_

# of total bedrooms 3  
 # of low-income bedrooms 3  
 # of moderate-income bedrooms \_\_\_\_\_  
 # of market-income bedrooms \_\_\_\_\_

Length of Controls: 15 years  
 Effective Date of Controls: 10/03/12  
 Expiration Date of Controls: 10/03/27  
 Average Length of Stay: \_\_\_\_\_ months (transitional facilities only)

CO Date: 08/20/12  
 Indicate licensing agency:  
 DDD  DMHS  DHSS  DCA  
 Initial License Date: 10/02/12  
 Current License Date: 03/31/16

The following verification is attached:

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

Residents 18 yrs or older?  Yes  No Age-restricted?  Yes  No  
 Population Served (describe): Developmental Disabilities Accessible (in accordance with NJ Barrier Free Subcode)?  Yes  No

Affirmative Marketing Strategy (check all that apply):

- DDD/DMHS/DHSS waiting list
- Other (please specify): \_\_\_\_\_

**CERTIFICATIONS**

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

Certified by: Mehnaz Jula Allies Inc. 6/10/2016  
 Project Administrator Date

Certified by: \_\_\_\_\_  
 Municipal Housing Liaison Date



License No. GH2029



**State of New Jersey  
Department of Human Services  
Office of Licensing**

**LICENSE**

**ALLIES, INC.**

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

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

**Group Home Developmental Disability**

**for 2 individuals**

at

**331 REDFERN STREET  
HAMILTON, NJ 08610**

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

  
Elizabeth Connolly, Acting Commissioner  
Department of Human Services

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

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

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

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

WITNESSETH

Article 1. Consideration

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

Article 2. Description of Property

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

Article 3. Affordable Housing Covenants

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

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

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

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the “Uniform Controls”).
- B. The Property shall be used solely for the purpose of providing Units for very low-, low-, and moderate-income individuals, and no commitment for residency in a Unit shall be given or implied, without exception, to any person who has not been certified for a Unit in writing by the Township’s Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.
- C. No improvement may be made to the Property that would affect the bedroom configuration of the unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

#### Article 4. Remedies for Breach of Affordable Housing Covenants

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

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

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

ATTEST:

Hamilton Township

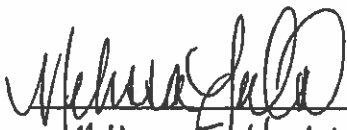
  
 \_\_\_\_\_  
 Eileen A. Gore, RMC, CMC

By:

  
 \_\_\_\_\_  
 Kelly A. Yaede, Mayor

WITNESS:

Allies, Inc.

  
 \_\_\_\_\_  
 Melissa Field, Allies Inc.

By:


  
 \_\_\_\_\_  
 Title: Sr VP of Public Affairs

ACKNOWLEDGEMENTS

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

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

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

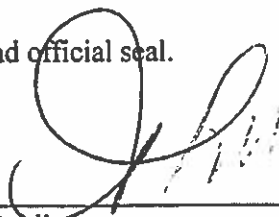
 March 29, 2018  
Notary Public  
My Commission Expires:

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

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

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

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

  
Notary Public  
My Commission Expires

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

AMENDED AGREEMENT FOR THE COMMITMENT OF  
AFFORDABLE HOUSING TRUST FUND MONIES

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

WITNESSETH:

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

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

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

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

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

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

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

- I. The parties agree that the Agreement for the commitment of Affordable Housing Trust Fund Monies executed on July 5, 2012 is hereby terminated, and this Amended Agreement is substituted therefor.
- II. The Township agrees to allocate monies (“Monies”) from the Township’s Affordable Housing Trust Fund in the amount of \$40,000.00 to Allies for the purpose of subsidizing the renovation of the Properties for use as affordable housing in the form of group homes. The allocation of the Monies shall be made in full upon the execution and approval of this Agreement, provided that the requirements of Article VIII are satisfied.
- III. Allies agrees to use the Monies to subsidize the renovation of the following properties:
  - A. 331 Redfern Street – Renovations to existing three (3) bedroom group home (\$20,000.00).
  - B. 423 Wilfred Avenue – Renovations to existing three (3) bedroom group home (\$20,000.00).
- IV. Allies shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property shall be subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. Allies agrees to execute such instruments.
- V. Allies shall provide the Township’s Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. Allies in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township’s fair share program, as the case may be, monitoring forms it or the Township may request.
- VI. Allies shall provide the Township’s Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy

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

- VII. The Monies provided by the Township shall be returned to it by Allies if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Allies fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.
- VIII. Allies shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.
- IX. The disbursements of the Monies by the Township to Allies shall be made in full upon the following:
  - A. Approval of the Township's Spending Plan or of the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
  - B. The Township is convinced of the creditworthiness of each project; and
  - C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).
- X. Miscellaneous
  - A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
  - B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.
  - C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.



- D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
- F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Allies and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

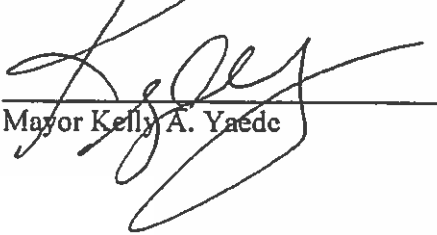
**SIGNATURES APPEAR ON THE NEXT PAGE**

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

Attest:

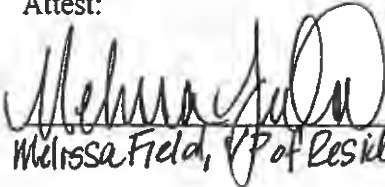
  
\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

TOWNSHIP OF HAMILTON


  
\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: 12/19/17

Attest:

  
\_\_\_\_\_  
Melissa Field, VP of Residential Dev

Allies Inc.

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

Date: 12/6/2017

Allies Amended Agreement 11-13-17

## 7. ALLIES INC. – 423 WILFRED AVENUE

# Council on Affordable Housing (COAH) Alternative Living Arrangement Survey

Municipality: Hamilton Township County: Mercer

Sponsor: Allies, Inc Developer: Allies, Inc

Block: 2323 Lot: 6 Street Address 423 Wilfred Avenue

Facility Name: Wilfred

**Type of Facility:**

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

**Sources of funding committed to the project :**

- Capital funding from State - Amount \$ \_\_\_\_\_
- Balanced Housing - Amount \$ \_\_\_\_\_
- HUD - Amount \$ \_\_\_\_\_
- Federal Home Loan Bank - Amount \$ \_\_\_\_\_
- Farmers Home Administration - Amount \$ \_\_\_\_\_
- Development fees - Amount \$ \_\_\_\_\_
- Bank financing - Amount \$ \_\_\_\_\_
- Other - Please specify: NSP-DCA-\$220,852.51
- Please provide a pro forma for proposed projects

Total # of clients 3  
 Total # of low-income clients 3  
 Total # of moderate-income clients \_\_\_\_\_  
 Total # of market-income clients \_\_\_\_\_

# of total bedrooms 3  
 # of low-income bedrooms 3  
 # of moderate-income bedrooms \_\_\_\_\_  
 # of market-income bedrooms \_\_\_\_\_

Length of Controls: 15 years  
 Effective Date of Controls: 10/03/12  
 Expiration Date of Controls: 10/03/27  
 Average Length of Stay: \_\_\_\_\_ months (transitional facilities only)

CO Date: 08/20/12  
 Indicate licensing agency:  
 DDD  DMHS  DHSS  DCA  
 Initial License Date: \_\_\_/\_\_\_/\_\_\_  
 Current License Date: \_\_\_/\_\_\_/\_\_\_  
*This location has not been licensed yet. Expect to be licensed in July 2016, nbf*

**The following verification is attached:**

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

Residents 18 yrs or older?  Yes  No Age-restricted?  Yes  No

Population Served (describe): Developmental Disabilities Accessible (in accordance with NJ Barrier Free Subcode)?  Yes  No

**Affirmative Marketing Strategy (check all that apply):**

- DDD/DMHS/DHSS waiting list
- Other (please specify): \_\_\_\_\_

**CERTIFICATIONS**

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

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

Certified by: \_\_\_\_\_ Date  
 Municipal Housing Liaison

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

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

To Rental Property

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

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

WITNESSETH

Article 1. Consideration

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

Article 2. Description of Property

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

Article 3. Affordable Housing Covenants

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

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

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

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the “Uniform Controls”).
- B. The Property shall be used solely for the purpose of providing Units for very low-, low-, and moderate-income individuals, and no commitment for residency in a Unit shall be given or implied, without exception, to any person who has not been certified for a Unit in writing by the Township’s Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.
- C. No improvement may be made to the Property that would affect the bedroom configuration of the unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

#### Article 4. Remedies for Breach of Affordable Housing Covenants

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

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

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

ATTEST:

Hamilton Township

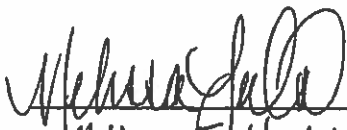
  
\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

By:

  
\_\_\_\_\_  
Kelly A. Yaede, Mayor

WITNESS:

Allies, Inc.

  
\_\_\_\_\_  
Melissa Field, Allies Inc.

By:


  
\_\_\_\_\_  
Title: Sr VP of Public Affairs

ACKNOWLEDGEMENTS

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

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

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

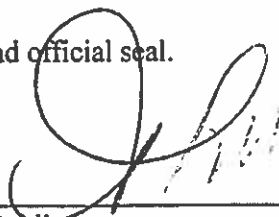
 March 29, 2018  
Notary Public  
My Commission Expires:

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

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

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

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

  
Notary Public  
My Commission Expires

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



AMENDED AGREEMENT FOR THE COMMITMENT OF  
AFFORDABLE HOUSING TRUST FUND MONIES

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

WITNESSETH:

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

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

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

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

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

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

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

- I. The parties agree that the Agreement for the commitment of Affordable Housing Trust Fund Monies executed on July 5, 2012 is hereby terminated, and this Amended Agreement is substituted therefor.
- II. The Township agrees to allocate monies (“Monies”) from the Township’s Affordable Housing Trust Fund in the amount of \$40,000.00 to Allies for the purpose of subsidizing the renovation of the Properties for use as affordable housing in the form of group homes. The allocation of the Monies shall be made in full upon the execution and approval of this Agreement, provided that the requirements of Article VIII are satisfied.
- III. Allies agrees to use the Monies to subsidize the renovation of the following properties:
  - A. 331 Redfern Street – Renovations to existing three (3) bedroom group home (\$20,000.00).
  - B. 423 Wilfred Avenue – Renovations to existing three (3) bedroom group home (\$20,000.00).
- IV. Allies shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property shall be subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. Allies agrees to execute such instruments.
- V. Allies shall provide the Township’s Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. Allies in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township’s fair share program, as the case may be, monitoring forms it or the Township may request.
- VI. Allies shall provide the Township’s Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy

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

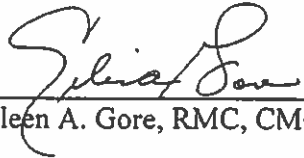
- VII. The Monies provided by the Township shall be returned to it by Allies if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Allies fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.
- VIII. Allies shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.
- IX. The disbursements of the Monies by the Township to Allies shall be made in full upon the following:
  - A. Approval of the Township's Spending Plan or of the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
  - B. The Township is convinced of the creditworthiness of each project; and
  - C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).
- X. Miscellaneous
  - A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
  - B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.
  - C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

- D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
- F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Allies and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

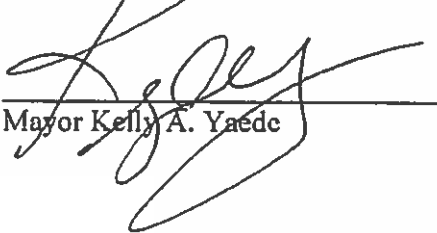
**SIGNATURES APPEAR ON THE NEXT PAGE**

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Attest:

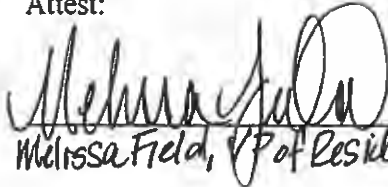
  
\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

TOWNSHIP OF HAMILTON

  
\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: 12/19/17

Attest:

  
\_\_\_\_\_  
Melissa Field, VP of Residential Dev

Allies Inc.

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

Date: 12/6/2017

Allies Amended Agreement 11-13-17

## 8. BRANDYWINE WOODS

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

**ORDINANCE**

No. 18 050

1ST READING ~~September 18, 2018~~

DATE TO MAYOR ~~November 21, 2018~~

2ND READING & PUBLIC HEARING ~~November 20, 2018~~

DATE RESUBMITTED TO COUNCIL \_\_\_\_\_

WITHDRAWN \_\_\_\_\_ LOST \_\_\_\_\_

DATE EFFECTIVE ~~December 17, 2018~~

APPROVED AS TO FORM AND LEGALITY

FACTUAL CONTENTS CERTIFIED TO BY

\_\_\_\_\_  
TOWNSHIP ATTORNEY

\_\_\_\_\_  
TITLE

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

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

**Chapter 550**

**LAND DEVELOPMENT**

**ARTICLE III. DISTRICT REGULATIONS**

.....

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

A. Permitted Uses:

.....

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

K. Affordable units shall be provided in accordance with:

- (1) A Developer's Agreement is required to establish low/moderate apportionment, very-low income requirement per N.J.S.A. 52:27D-329.1, bedroom distribution, unit size, etc.
- (2) The affordable units shall be developed in accordance with the Council on Affordable Housing's (COAH's) regulations at N.J.A.C. 5:93 and the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et seq., which govern the administration and affordability controls of affordable units in New Jersey, with one exception. The exception is for 13% very-low income housing at 30% of the regional median income instead of the UHAC requirement of 10% very-low income housing at 35% of the regional median income.

18 050

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

**ORDINANCE**

No. 18 050

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

- (3) At least 13% of the units shall be affordable to very-low income households, 42% of the units shall be affordable to low-income households, and 45% of the units may be affordable to moderate-income households. An odd number shall be split in favor of the low-income unit.
- (4) In addition to addressing the requirements of COAH and UHAC noted above, the affordable units shall be developed in accordance with the following:
  - (a) The affordable units cannot be age-restricted units.
  - (b) The bedroom distribution requirements pursuant to N.J.A.C. 5:93-7.3 and N.J.A.C. 5:80-26.3(b).
  - (c) The unit distribution requirements pursuant to N.J.A.C. 5:80-26.3.
  - [(d) The very-low income distribution requirements pursuant to the NJ Fair Housing Act, N.J.S.A. 52:27D-329.1.]
  - [(e)d] Pursuant to UHAC, N.J.A.C. 5:80-26.11, the affordable units shall be restricted to eligible very-low, low and moderate income households for a minimum of thirty (30) years from the date of their initial occupancy and thereafter until the affordability controls are terminated by the Township ("the Control Period").
  - [(f)e] The phasing requirements pursuant to N.J.A.C. 5:93-5.6(d).
  - [(g)f] The accessibility and adaptability requirements pursuant to N.J.A.C. 5:97-3.14.
- L. In the A/T-2 Multiple Family Residential - 2 Zone District, a ground sign shall be permitted for the purpose of identifying a multi-family dwelling project. It shall not exceed 30 square feet in area and not more than one such sign shall be placed on a property unless such property fronts upon more than one street, in which instance a sign may be erected on each frontage. The sign shall not exceed the height of six feet and shall not be located within 10 feet of a public street, parking area or driveway and shall in no way interfere with the safe function of any traffic control signal or directional device nor be located within an intersection sight triangle easement.

.....

18 050



TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

**ORDINANCE**


No. 18 050

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

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

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

18 050

  
PRESIDENT

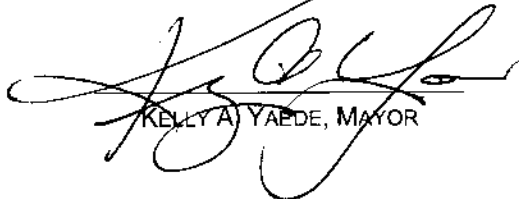
  
MUNICIPAL CLERK

**RECORD OF VOTE**

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

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

REJECTED   
APPROVED

  
KELLY A. YARDE, MAYOR

11/26/18  
DATE

RECONSIDERED BY COUNCIL \_\_\_\_\_    OVERRIDE VOTE    AYE \_\_\_\_\_    NAY \_\_\_\_\_

L:\COUNCIL\Ordinance\LANDDEVL\2018 Revisions\Sec.550-93.BrandywineWoods-KlocknerRd.Revised9-12-18.doc

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

**REQUEST FOR COUNCIL ACTION**

DATE: September 10, 2018

**SERVICE REQUESTED:**

- Ordinance
- Resolution
- Item for Discussion (explain)

**FOR CONTRACTS & PSA'S (select one):**

- Request was made for Bids
- Request was made for Proposals/Quotes
- Request was made for Proposals/Quotes for Professional Services

*MP*

INITIATING DEPT/DIV: CPC/Planning

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

**LIST SUPPORTING DATA:**

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

Also see attached ordinance 18 010

18 010  
BRD  
9/12/18

AMOUNT OF FUNDING: N/A

(if applicable)

BUDGET ACCOUNT NAME: N/A

(i.e. Dept. of Adm., Professional Services)

RECEIVED  
SEP 12 2018

BUDGET ACCOUNT NO(S): N/A

(i.e. 3-01-20-120-000-028)

TOWNSHIP OF HAMILTON  
DEPARTMENT OF LAW

APPROVED BY: *[Signature]*

David J. Kenny, Business Administrator

9/10/18

DATE

APPROVED BY: *[Signature]*

Kelly A. Yacde, Mayor

9/19/18

DATE

*[Signature]*  
9/10/18

*(To be completed by the Business Administrator)*

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

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

*[Checkmark]*

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MUNICIPAL CLERK'S OFFICE  
INTEROFFICE MEMORANDUM

---

TO: RICH WILLIAMS, DIRECTOR OF COMMUNITY PLANNING AND COMPLIANCE  
FROM: ALISON SABO, DEPUTY MUNICIPAL CLERK  
SUBJECT: PLANNING BOARD REVIEW – ORDINANCE 18-050  
CHAPTER 550 LAND DEVELOPMENT  
DATE: 9/19/2018  
CC: LINDSAY BURBAGE, TOWNSHIP ATTORNEY (W/O ATTACH)  
TEE ACOSTA, PLANNING BOARD SECRETARY (W/ ATTACH)

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

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

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

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



# The Township of Hamilton

*Kelly D. Jaede*  
Mayor

October 19, 2018

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

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

**Proposed Ordinance 18-050 (Copy Enclosed)**

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

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

Very truly yours,

Eileen Gore, RMC/CMC/MMC  
Municipal Clerk

**Delivered via email**

2090 Greenwood Avenue • P.O. Box 00150 • Hamilton, NJ 08650-0150  
WWW.HAMILTONNJ.COM

**RESOLUTION**

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

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

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

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

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

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

1. The Planning Board finds that the aforementioned Ordinance is in general conformance with the Township Master Plan.
2. The Planning Board recommends that the Township Council adopt on second reading the proposed Ordinance No. 18-050.

**DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**  
COUNSELLORS AT LAW  
620 WEST LACEY ROAD  
P.O. BOX 1057  
PORKED RIVER, N.J. 08731

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

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

- (a) The Honorable Kelly Yaede, Mayor;
- (b) Eileen Gore, Township Clerk
- (c) Lindsey Burbage, Esquire
- (d) Robert Poppert, P.P.
- (e) Richard Williams, P.E., P.P.
- (f) Jerry J. Dasti, Esquire.

**CERTIFICATION**

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

  
TEREGJONA ACOSTA, Planning Board Secretary

**DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**  
  
COUNSELLORS AT LAW  
  
620 WEST LACEY ROAD  
P.O. BOX 1057  
FORKED RIVER, N.J. 08731

Prepared by:  
**DASTI, MURPHY, McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**  
Forked River, New Jersey 08731

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**RESOLUTION**

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

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

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

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

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

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

1. The Planning Board finds that the aforementioned Ordinance is in general conformance with the Township Master Plan.
2. The Planning Board recommends that the Township Council adopt on second reading the proposed Ordinance No. 18-050.

**DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONROES**

COUNSELLORS AT LAW

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

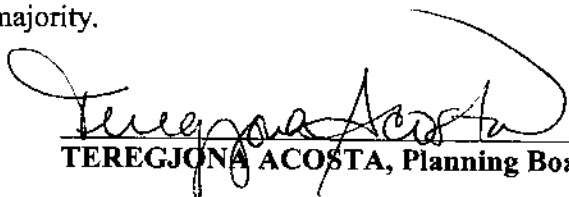
3. The Planning Board authorizes and directs the Chairman and Administrative Secretary to execution any and all necessary documents in order to implement the intent of this Resolution.

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

- (a) The Honorable Kelly Yaede, Mayor;
- (b) Eileen Gore, Township Clerk
- (c) Lindsey Burbage, Esquire
- (d) Robert Poppert, P.P.
- (e) Richard Williams, P.E., P.P.
- (f) Jerry J. Dasti, Esquire.

**CERTIFICATION**

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

  
TEREGJONA ACOSTA, Planning Board Secretary

**DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**  
  
COUNSELLORS AT LAW  
  
620 WEST LACEY ROAD  
P.O. BOX 1057  
FORKED RIVER, N.J. 08731

Prepared by:  
**DASTI, MURPHY, McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**  
Forked River, New Jersey 08731

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TOWNSHIP OF HAMILTON  
 COUNTY OF MERCER, NEW JERSEY

**ORDINANCE** No. 18 030

**ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 550, LAND DEVELOPMENT, ARTICLE III, DISTRICT REGULATIONS, § 550-94, SPECIAL HOUSING ZONE III**

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

This Ordinance shall take effect 20 days after action or inaction by the Mayor as provided for by law or an override of a mayoral veto by the Council, whichever is applicable; upon filing with the Mercer County Planning Board; upon publication according to law; and upon approval of this Ordinance by the Superior Court of New Jersey, Law Division having jurisdiction over a certain action entitled *In the Matter of Hamilton Township*, Docket No. MER-L-1573-15 or by the New Jersey Council on Affordable Housing.

18 030

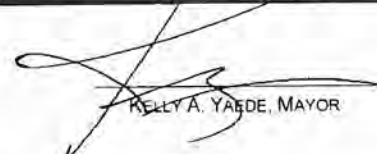
  
 PRESIDENT

  
 MUNICIPAL CLERK

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

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

REJECTED \_\_\_\_\_  
 APPROVED   
 RECONSIDERED BY COUNCIL \_\_\_\_\_    OVERRIDE VOTE    AYE \_\_\_\_\_    NAY \_\_\_\_\_

  
 KELLY A. YARDE, MAYOR    11/26/18  
 DATE

L:\COUNCIL\Ordinance\LANDDEVL\2018 Revisions\Sec 550-94.Project\Freedom-Justice\SamuelAlito Jr\Way 6-12-18.doc

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

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

ORDINANCE

No. 18 010

1ST READING March 6, 2018  
2ND READING & PUBLIC HEARING March 20, 2018  
WITHDRAWN \_\_\_\_\_ LOST \_\_\_\_\_

DATE TO MAYOR March 22, 2018  
DATE RESUBMITTED TO COUNCIL \_\_\_\_\_  
DATE EFFECTIVE April 17, 2018

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

**ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 550, LAND DEVELOPMENT, ARTICLE II, ZONING DISTRICTS; MAP, § 550-42, ZONING MAP, AND ARTICLE III, DISTRICT REGULATIONS, § 550-93, A/T-2 MULTIPLE FAMILY RESIDENTIAL – 2 DISTRICT**

*Be It Ordained* by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the *Land Development Code, Hamilton Township, New Jersey, Chapter 550, Land Development, Article II, Zoning Districts; Map, § 550-42, Zoning Map, and Article III, District Regulations, § 550-93, A/T-2 Multiple Family Residential – 2 District*, as amended and supplemented, be further amended and supplemented as follows:

**Chapter 550**

**LAND DEVELOPMENT**

**ARTICLE II. ZONING DISTRICTS; MAP**

**§ 550-42. Zoning Map.**

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

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

**ARTICLE III. DISTRICT REGULATIONS**

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

**A. Permitted Uses:**

**(1) Multi-family Units, provided that:**

**(a) The maximum residential yield is 298 units.**

**(b) 20% of the total dwelling units that are the subject of a development application shall be low- and moderate-income dwellings as required by Article V, § 550-165 through § 550-170 with 55% affordable to low-income households and 45% affordable to moderate income households.**

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

18 010

**EXHIBIT**

tabbles

P-14

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

ORDINANCE

No. 18 010

**ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 550, LAND DEVELOPMENT, ARTICLE II, ZONING DISTRICTS; MAP, § 550-42, ZONING MAP, AND ARTICLE III, DISTRICT REGULATIONS, § 550-93, A/T-2 MULTIPLE FAMILY RESIDENTIAL – 2 DISTRICT***

(c) No more than 15% of the market-rate units may be three (3) bedroom units.

(d) No unit may have more than three (3) bedrooms.

(2) Public parks, playgrounds, conservation areas and public purpose uses.

(3) Public recreational and community center buildings and grounds.

(4) Farms. See § 550-136, Right to farm, of this chapter.

(5) Building structures and uses owned and operated by the Township of Hamilton.

**B. Accessory Uses:**

(1) Decks and patios which shall be uniform in size and materials and complement the architectural style and design of the dwelling unit and the overall project design, as established during the site plan review and approval process. All decks and patios shall be constructed when the development is constructed.

(2) Private residential tool or garden sheds not to exceed 12 by 12 by 12 feet and located three feet from property lines.

(3) Off-street parking and private garages.

(4) Fences and walls which shall be uniform in size and materials and complement the architectural style, type and design of the dwelling unit and the overall project design, as established during the site plan review and approval process. All fences and walls shall be constructed when the development is constructed.

(5) Entrance gatehouses and structures provided such structure(s) are located along entrance roadway(s) to the property, are located outside of any required site triangle, and are designed to complement the architectural style and the overall project design.

(6) Community amenities, such as but not limited to pool, clubhouse, walking trails.

(7) Signs.

(8) Temporary sales or construction trailer(s).

(a) The trailer(s) shall be located on the same lot as the principal permitted use and shall meet all setback requirements for principal buildings in the zone.

(b) The trailer(s) shall be shown on the site plan for the principal permitted use and shall be reviewed by the administrative officer on an individual case basis in accordance with the performance standards in § 550-120.

(c) The trailer(s) shall be permitted to remain only for the period of construction, renting or sale of the permitted use.

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

18 010

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

**ORDINANCE**

No. 18 010

**ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 550, LAND DEVELOPMENT, ARTICLE II, ZONING DISTRICTS; MAP, § 550-42, ZONING MAP, AND ARTICLE III, DISTRICT REGULATIONS, § 550-93, A/T-2 MULTIPLE FAMILY RESIDENTIAL – 2 DISTRICT**

(d) Only one sales trailer and two construction trailers are permitted per project.

(9) Roof-mounted solar or photovoltaic energy-generating facility.

**C. Conditional Uses:**

(1) None.

**D. Area and Yard Requirements:**

(1) Tract Development.

(a) Minimum tract area: 60 acres

(b) Maximum impervious coverage: 40%

(c) Maximum Principal Building Height: 3 stories / 40 feet

(d) Maximum Accessory Building Height: 30 feet

(e) Open space: Not less than 20% of the gross development area shall be designed as and devoted to common open space for use primarily by the residents of the planned development or subject to conservation easements restricting their development.

(2) Lot sizes and dimensions, yard sizes and building arrangement may be freely disposed and arranged, in accordance with the following standards:

(a) Window wall to window wall: 50 feet minimum.

(b) End wall to window wall: 30 feet minimum.

(c) End wall (no openings) to end wall: 12 feet minimum.

(d) Any building face to parking area: 12 feet minimum.

(e) Any building face to street curb: 20 feet minimum.

(3) Buildings & Parking Areas shall may be freely disposed and arranged, in accordance with the following minimum distances:

(a) Boundary line: 30 feet

(b) Offsite right-of-way: 75 feet

(c) Common property line with nonresidential use and nonresidential zoning district: 40 feet

(d) Landscape buffer required to Klockner Road right-of-way: 50 feet

18 010

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

ORDINANCE

No. \_\_\_\_\_

18 010

**ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 550, LAND DEVELOPMENT, ARTICLE II, ZONING DISTRICTS; MAP, § 550-42, ZONING MAP, AND ARTICLE III, DISTRICT REGULATIONS, § 550-93, A/T-2 MULTIPLE FAMILY RESIDENTIAL – 2 DISTRICT**

- (e) Landscape buffer required to any other lot line: 25 feet
- (f) Unit setback to existing interstate right-of-way: 200 feet
- (4) Each multifamily development shall contain a clubhouse in accordance with the following standards:
  - (a) Minimum floor area: 25 SF per unit
  - (b) Minimum pool sitting area: Twice the pool surface area
- E. Natural features and critical areas, such as treed areas, scenic views; historic sites; natural terrain including steep slopes and open waters; wetlands and associated buffers; wildlife corridors; natural drainage lines; open space of high ecological value; and other community assets shall be preserved as much as practical.
- F. Architectural Standards:
  - (1) Building exteriors shall have vertical and/or horizontal offsets to create visual breaks on the exterior.
  - (2) A variety of building heights is encouraged in a single development.
  - (3) A variety of building setbacks, rooflines, color schemes, and elevations shall be required in the development to avoid a repetitious or monotonous streetscape.
  - (4) The exteriors of all buildings in the development, including accessory buildings, shall conform architecturally and be constructed of materials of like character.
  - (5) Each building and combined complex of units shall have a compatible architectural theme with variations in design to provide attractiveness to the development, which shall include consideration of landscaping techniques, building or orientation to the site and to other structures, topography, natural features and individual dwelling unit design, such as varying unit width, staggering unit setbacks, providing different exterior materials, changing rooflines and roof designs, altering building heights and changing types of windows, shutters, doors, porches, colors and vertical or horizontal orientation of the facades, singularly or in combination, for each unit.
  - (6) In order to prevent the development of long and monotonous buildings and ridgelines, which serve to increase the sense of density, lack interest and liken the development to a barracks, overall structures of attached townhouses shall consist of no more than eight townhouse dwelling units. There shall be at least three different ridgeline heights in each overall structure of attached townhouses, which shall vary by at least three feet. In any overall structure of attached townhouses, no more than two adjacent dwelling units shall have the same setback. Setbacks shall vary by at least eight feet.

18 010

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

ORDINANCE

No. 18 010

**ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 550, LAND DEVELOPMENT, ARTICLE II, ZONING DISTRICTS; MAP, § 550-42, ZONING MAP, AND ARTICLE III, DISTRICT REGULATIONS, § 550-93, A/T-2 MULTIPLE FAMILY RESIDENTIAL – 2 DISTRICT**

- (7) The monotony of long overall structures of attached townhouses is considerably diminished when such structures are sited on gently rolling lands. In such instances, the Planning Board may approve the construction of overall structures of attached townhouses containing nine or 10 townhouse dwelling units.
- G. Off-street parking facilities shall be provided as follows:
- (1) Residential: Residential parking shall be provided pursuant to the Residential Site Improvement Standards ("RSIS"), N.J.A.C. 5:21-1 et seq. Guest parking is required as per RSIS.
- (2) Clubhouse: One (1) space for every six (6) units
- H. Each development shall provide for the removal of trash and garbage. Storage of trash and garbage shall be subject to Planning Board review and approval.
- I. There shall be provided a safe and convenient system of sidewalks and bike paths accessible to all occupants. Due consideration should be given in planning walks, paths and ramps to prevent slipping or stumbling. Handrails and ample space for rest shall be provided. All walks, paths and risers shall be designed according to the requirements of the Americans with Disabilities Act (ADA). When required, sidewalks shall be at least five feet wide and bike paths six feet wide, as approved by the Planning Board.
- J. Artificial lighting shall be provided along all walks, paths and interior roads and driveways and in all off-street parking areas with sufficient illumination for safety and convenience.
- K. Affordable units shall be provided in accordance with:
- (1) A Developer's Agreement is required to establish low/moderate apportionment, very-low income requirement per N.J.S.A. 52:27D-329.1, bedroom distribution, unit size, etc.
- (2) The affordable units shall be developed in accordance with the Council on Affordable Housing's (COAH's) regulations at N.J.A.C. 5:93 and the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et seq., which govern the administration and affordability controls of affordable units in New Jersey, with one exception. The exception is for 13% very-low income housing at 30% of the regional median income instead of the UHAC requirement of 10% very-low income housing at 35% of the regional median income.
- (3) At least 13% of the units shall be affordable to very-low income households, 42% of the units shall be affordable to low-income households, and 45% of the units may be affordable to moderate-income households. An odd number shall be split in favor of the low-income unit.
- (4) In addition to addressing the requirements of COAH and UHAC noted above, the affordable units shall be developed in accordance with the following:
- (a) The affordable units cannot be age-restricted units.

18 010

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

**ORDINANCE**

No. 18 010

**ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 550, LAND DEVELOPMENT, ARTICLE II, ZONING DISTRICTS; MAP, § 550-42, ZONING MAP, AND ARTICLE III, DISTRICT REGULATIONS, § 550-93, A/T-2 MULTIPLE FAMILY RESIDENTIAL - 2 DISTRICT**

- (b) The bedroom distribution requirements pursuant to N.J.A.C. 5:93-7.3 and N.J.A.C. 5:80-26.3(b).
- (c) The unit distribution requirements pursuant to N.J.A.C. 5:80-26.3.
- (d) The very-low income distribution requirements pursuant to the NJ Fair Housing Act, N.J.S.A. 52:27D-329.1.
- (e) Pursuant to UHAC, N.J.A.C. 5:80-26.11, the affordable units shall be restricted to eligible very-low, low and moderate income households for a minimum of thirty (30) years from the date of their initial occupancy and thereafter until the affordability controls are terminated by the Township ("the Control Period").
- (f) The phasing requirements pursuant to N.J.A.C. 5:93-5.6(d).
- (g) The accessibility and adaptability requirements pursuant to N.J.A.C. 5:97-3.14.

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

18 010

**§ 550-9[3]4. Through § 550.110. (Reserved)**

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

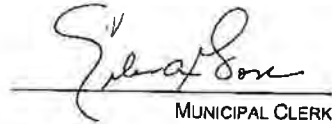
**ORDINANCE** No. 18 010

**ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 550, LAND DEVELOPMENT, ARTICLE II, ZONING DISTRICTS; MAP, § 550-42, ZONING MAP, AND ARTICLE III, DISTRICT REGULATIONS, § 550-93, A/T-2 MULTIPLE FAMILY RESIDENTIAL - 2 DISTRICT**

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

This Ordinance shall take effect 20 days after action or inaction by the Mayor as provided for by law or an override of a mayoral veto by the Council, whichever is applicable; upon filing with the Mercer County Planning Board; upon publication according to law; and upon approval of this Ordinance by the Superior Court of New Jersey, Law Division having jurisdiction over a certain action entitled *In the Matter of Hamilton Township*, Docket No. MER-L-1573-15 or by the New Jersey Council on Affordable Housing.

  
PRESIDENT

  
MUNICIPAL CLERK

18 010

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

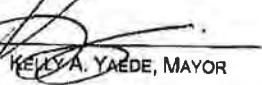
X - Indicates Vote    A.B. - Absent    N.V. - Not Voting    ORD. - Moved    SEC - Seconded

REJECTED

APPROVED

RECONSIDERED BY COUNCIL

OVERRIDE VOTE    AYE     NAY

  
KELLY A. YAEDE, MAYOR

3-28-18  
DATE

L:\COUNCIL\Ordinance\LANDDEVL\2018 Revisions\Sec.550-42&Sec.550-93.BrandywineWoods-KlocknerRd.3-1-18.doc

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



**ECKERT  
SEAMANS**  
ATTORNEYS AT LAW

Eckert Seamans Cherin & Mellott, LLC  
Princeton Pike Corporate Center  
2000 Lenox Drive, Suite 203  
Lawrenceville, NJ 08648

TEL 609 392 2100  
FAX 609 392 7956  
www.eckertseamans.com

Mailing Address:  
P.O. Box 5404  
Princeton, NJ 08543

312099-1

Frank J. Petrino, Esq.  
609-989-5029  
fpetrino@eckertseamans.com

April 5, 2018

**VIA EMAIL**

Gerald J. Muller, Esq.  
Miller Porter & Muller, P.C.  
One Palmer Square, Suite 540  
Princeton, NJ 08542

**Re: Lindsey/Brandywine Site**

Dear Mr. Muller:

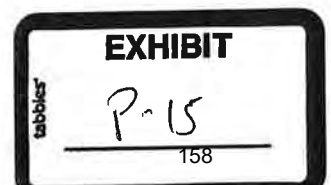
This is to confirm that my client is the owner of the 62 acre Lindsey site, for which an approval for a 298 unit age restricted development including 33 affordable units known as Brandywine was granted by the Planning Board on July 26, 2007. The owner's broker is in discussions with multiple developers. It is contemplated that the purchaser will develop the site in accordance with the adopted zoning ordinance (No. 18-010) which permits a development of 298 units with a 20 percent set aside for affordable housing. That results in 238 market units and 60 affordable units, of which 55% would be low-income units and 45% would be moderate-income units. Any agreement of sale will be contingent upon inclusion of the Lindsey Property in the Township's Court approved HEFSP and the purchaser expeditiously filing an application with the Hamilton Township Planning Board in accordance with the ordinance terms and for the maximum number of permitted units. All of the units will be family rentals, with up to 15% of the market units 3 bedroom apartments.

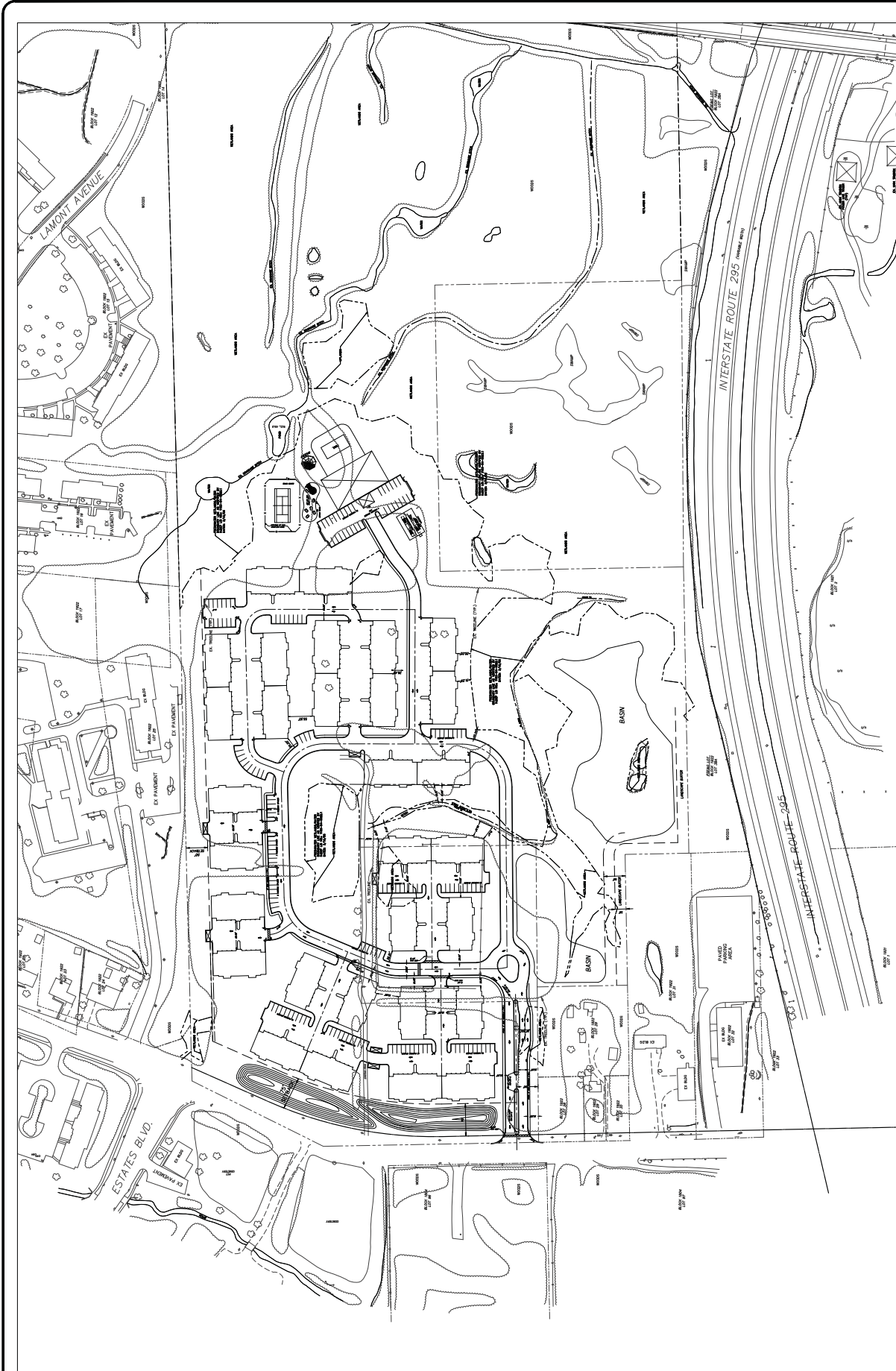
Very truly yours,  
  
Frank J. Petrino

FJP:amp

cc: The Lindsey Family  
Mark Olinsky  
Lindsay L. Burbage, Esq.  
Elizabeth K. McManus, LEED AP, PP, AICP

{R0452629.1}





CONCEPT PLAN  
208 UNITS  
(24 Market Units & 74 Affordable Units)

Preliminary Plat - Major Subdivision  
Lot 26, 27 & 34 Block 1922  
Hamilton Township  
Mercer County, New Jersey

**AE** ARCHITECTS ENGINEERS  
3000 WASHINGTON AVENUE  
PRINCETON, NJ 08542  
Tel: 609-771-4400  
Fax: 609-771-4401  
www.ae.com

NO.	REVISION	DATE	BY / O.D.

NO.	DATE	BY	CHK'D	APP'D

**GRAPHIC SCALE**

1" = 30' FT.  
1" = 60' FT.

159

## 9. CAPSTONE INFILL HOUSING

ADDRESS	MUNICIPALITY	ZIP	Restriction Date	TERM	Expiration Date	Base Price	SUBSIDY	Block	Lot	BR	MIX	Owner Name	CURRENT OWNER PURCHASE DATE	CURRENT OWNER SALE PRICE
117 THIRD AVENUE	HAMILTON TWP	08619	4/22/98	30	4/22/28	\$67,800	UHORP	1584	16.02	3	M	GEIGER, SUSAN	4/22/98	\$67,800
1550 EAST STATE STREET	HAMILTON TWP	08609	7/16/99	30	7/16/29	\$63,800	UHORP	1727	14.05	3	M	SUMMERS, RENEE	7/16/99	\$63,800
1560 EAST STATE STREET	HAMILTON TWP	08609	9/1/98	30	9/1/28	\$59,000	UHORP	1727	14.04	3	M	CINTRON, IDALIA	9/1/98	\$59,000
1570 EAST STATE STREET	HAMILTON TWP	08609	8/15/98	30	8/15/28	\$60,800	UHORP	1727	14.03	3	M	BROWN, CARLTON	8/15/98	\$60,800
1580 EAST STATE STREET	HAMILTON TWP	08609	7/30/99	30	7/30/29	\$57,880	UHORP	1727	14.02	3	L	SEIGEL, DAVID	7/30/99	\$57,880
1590 EAST STATE STREET	HAMILTON TWP	08609	11/30/98	30	11/30/28	\$61,600	UHORP	1727	14.01	3	M	FORECLOSURE, GEORGE JEANETTE	11/18/08	\$100
179 PARKINSON AVENUE	HAMILTON TWP	08610	8/4/99	30	8/4/29	\$71,600	UHORP	2260	17	3	M	BLOOR, DIAHANN	8/4/99	\$71,600
275 PITMAN AVENUE	HAMILTON TWP	08610	12/16/98	30	12/16/28	\$67,800	UHORP	2357	7.01	3	M	ALVIN-MULLEN, SANDRA	12/16/98	\$67,800
325 PITMAN AVENUE	HAMILTON TWP	08610	2/15/98	30	2/15/28	\$67,800	UHORP	2357	1.02	3	M	WARNER, MARY	2/15/98	\$67,800
375 PITMAN AVENUE	HAMILTON TWP	08610	6/8/98	30	6/8/28	\$68,600	UHORP	2357	7.03	3	M	HOLLOWAY, JACQUELINE	6/8/98	\$68,600
38 N. JOHNSTON AVENUE	HAMILTON TWP	08609	7/28/99	30	7/28/29	\$63,800	UHORP	1729	1.02	3	M	JOHNSON, KAMERON	7/28/99	\$63,800
40 JOHNSTON AVENUE	HAMILTON TWP	08609	7/23/99	30	7/23/29	\$58,600	UHORP	1729	1.03	3	M	STROMAN, NATALA	7/23/99	\$58,600
435 WILFRED AVENUE	HAMILTON TWP	08610	5/11/98	30	5/11/28	\$67,800	UHORP	2323	8	3	M	GALLAGHER, LINDA	5/11/98	\$67,800



MERCER COUNTY CLERK'S OFFICE



THIS COVER SHEET CONTAINS ALL RECORDING INFORMATION. PLEASE DO NOT REMOVE FROM DOCUMENT.

Mercer County Clerk's Office  
Catherine DiCostanzo, County Clerk  
Recording Sheet

Return To:

VANGUARD TITLE AGENCY  
145 SOUTH MAIN ST  
  
PENNINGTON NJ 08534

Index DEEDS  
  
Book 03639 Page 0202  
  
No. Pages 0006  
  
Instrument MISC DEEDS  
  
Date : 7/28/1999  
  
Time : 2:27:32  
  
Control # 199907280531  
  
INST# RD 1999 029833  
  
Employee ID LISAC

NEW JERSEY STATE DEPT  
COMMUNITY AFFAIRS  
JOHNSON  
KAMERON  
NEW JERSEY HOUSING & MFG  
FINANCE AGENCY

RECORDING \$ 23.00  
\$ .00  
\$ .00  
\$ .00  
\$ .00  
\$ .00  
\$ .00  
\$ .00  
\$ .00  
\$ .00  
Total: \$ 23.00

STATE OF NEW JERSEY  
MERCER COUNTY CLERK'S OFFICE

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*  
\* DO NOT REMOVE THIS COVER SHEET - \*  
\*IT CONTAINS ALL RECORDING INFORMATION \*  
\*\*\*\*\*

Catherine DiCostanzo  
County Clerk



0036390202

VOL3639 PG202

This is not a certified copy

R/R  
VA Annual Title  
Agency  
148 South Main St.  
Pennington, NJ 08534

DOS  
5830  
967  
2300 PJ

State of New Jersey  
Council On Affordable Housing  
New Jersey Department of Community Affairs  
New Jersey Housing and Mortgage Finance Agency

**Affordable Housing Agreement**

Prepared by: Edward Patik  
EDWARD PATIK, New Jersey Department of Community Affairs  
**A Declaration of Covenants, Conditions And Restrictions**

Pursuant to the transfer of ownership of an affordable housing unit for the price of \$ 57,800 this AGREEMENT is entered into on this 28 day of July 1999 between KAMERON L. JOHNSON owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and New Jersey Department of Community Affairs and the New Jersey Housing and Mortgage Finance Agency hereafter jointly referred to as the "AUTHORITY" which Authority shall be for the purpose of this Agreement an instrumentality of HAMILTON TWP. (referred to as the "MUNICIPALITY"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least 30 years beginning on July 28, 1999 and ending at the first non-exempt transfer of title after July 27, 2029 unless extended by municipal resolution as described in Section III TERMS OF RESTRICTION.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c. 222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing units (unit) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM OF RESTRICTION; and

WHEREAS, the New Jersey Housing and Mortgage Finance Agency has subsidized the development of the Affordable Housing Unit under its Urban Homeownership Recovery Program.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

**I. DEFINITIONS**

For the purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by L. 1983, c.530 (C.55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed nonexempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Services

(IRS) and/or that can be utilized for the purpose of mortgage approval.

**"Hardship Waiver"** shall mean an approval by the Authority to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

**"Household"** shall mean the person or persons occupying a housing unit.

**"Index"** shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by Council.

**"Low Income Household"** shall mean a Household whose total Gross Annual Income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

**"Moderate Income Household"** shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income figure established by geographic region and household size using the income guidelines approved for use by the Council.

**"Owner"** shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

**"Price Differential"** shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be on less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

**"Primary Residence"** shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

**"Purchaser"** shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

**"Repayment"** shall mean the Owner's obligation to the Authority for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

**"Repayment Mortgage"** shall mean the second mortgage document signed by the Owner, and each subsequent owner during the Term of Restriction as described in Section III hereof, that is given to the municipality as security for the payment due under the original and each subsequent Repayment Note. The form of Repayment Mortgage and Note are appended as Exhibit B.

**"Resale Price"** shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the index. The resale price may also be adjusted to accommodate an approved home improvement.

**"Total Monthly Housing Costs"** shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

## II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block 1729 Lot 1.02  
Municipality HAMILTON TOWNSHIP  
County MERCER No. of bedrooms 3  
Complete Street Address and Unit Number  
38 Johnston Avenue  
City Hamilton Twp.  
State N.J. Zip 08609

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

## III. TERM OF RESTRICTION

A. The term, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L. 1978, L. 14 (N.J.S.A. 52:27D178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:93-5.3(b); or at the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or
2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C 5:93.1 et seq. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

## IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of an increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified heretofore in Section III TERM OF RESTRICTION shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Note for a period of up to thirty (30) years.

2. Alternately, the Owner may also elect to sell to any purchaser at a fair market price. In this event, the Owner shall be obligated to pay the municipality 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified heretofore in Section III TERMS OF RESTRICTION.

3. If the owner does not sell the unit within/one (1) year of the date of delivery of the Notice of intent to Sell, the option to buy shall be restored to the municipality and subsequently to the Department, the Agency or a Non-Profit approved by the Council. The Owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The Affordable Housing unit shall be sold in accordance with all rules, regulations, and requirements duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.), the intent of which is to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

#### V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than the closing date of the initial sale.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section 11 PROPERTY DESCRIPTION and/or Exhibit A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTION of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the Owner and the Authority, which for purposes of this Agreement shall be an instrumentality of the municipality, wherein the unit(s) is (are) located at the time of closing and transfer of title to any purchaser of an Affordable Housing Unit. The Repayment Mortgage shall provide for the repayment of 95% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in Section III TERM OF RESTRICTION. The Repayment Mortgage shall be recorded with the records office of the County in which the unit is located.

#### VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT which is filed concurrently with this deed in the Office of the County Clerk of Meriden County and is also on file with the Authority".

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

#### VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall

constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

#### VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as Low or Moderate Income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the Affordable Housing unit without prior written approval of the Authority.

F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.

G. If the Authority does not refer a certified household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an income eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income Information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was originally restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

1. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-Laws of an Association, shall further fully comply with all of the terms, conditions and restrictions of this Affordable Housing Agreement.

K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and



regulations duly promulgated by the Council (N.J.A.C. 5:93), for determining that a resale transaction is qualified for a Certificate of exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of exemption shall be filed with the deed at the time of the title transfer.

L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver, if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be recorded with the deed at the time of closing and is only valid for the designated deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

#### IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in Lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity action on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Money Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from

such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as through same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the Municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at the approved maximum Resale price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

#### X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

#### XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and

delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

**XII. INTERPRETATION OF THIS AGREEMENT**

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

**XIII. NOTICES**

All notices required herein shall be sent by certified mail, return receipt requested as follows:

- To the Owner:  
At the address of the property stated in Section II PROPERTY DESCRIPTION hereof
- To the Authority:  
At the address stated below:  
NJ Department of Community Affairs  
Division of Housing and Community Resources  
101 South Broad Street  
PO Box 806  
Trenton, New Jersey 08625-0806

Or such other address that the Authority, Owner or municipality may subsequently designate in writing and mail to the other parties.

**XIV. SUPERIORITY OF AGREEMENT**

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

**XV. SEVERABILITY**

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, the remainder shall be unaffected thereby.

**XX. ACKNOWLEDGMENT**

Owner acknowledges receipt of a true copy of this Agreement.

In Witness Whereof the Owner(s) has executed this Affordable Housing Agreement for the purposes stated herein.

Dated: July 28, 1999

By: Kameron L. Johnson  
Signature (Owner)  
Kameron L. Johnson

Signature (Co-Owner)

STATE OF NEW JERSEY )

) SS

COUNTY OF Mercer )

BE IT REMEMBERED, that on this 28 day of July, 1999, before me, the subscriber, personally appeared Kameron L. Johnson

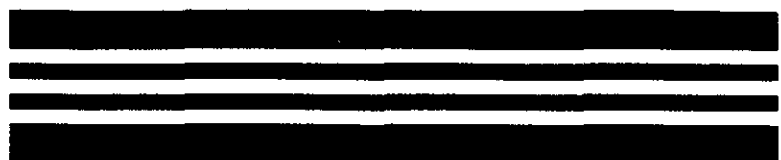
who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument: that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me, \_\_\_\_\_ the date aforesaid.

RICHARD C. POLLOCK  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 5/26/2000



Mercer County Clerk's Office



THIS COVER SHEET CONTAINS ALL RECORDING INFORMATION. PLEASE DO NOT REMOVE FROM DOCUMENT.

Mercer County Clerk's Office  
Catherine DiCostanzo, County Clerk  
Recording Sheet  
Return To:

VANGUARD TITLE AGENCY  
145 SOUTH MAIN ST  
  
PENNINGTON NJ 08534

Index MORTGAGE BOOK  
Book 04936 Page 0270  
No. Pages 0003  
Instrument MORTGAGES  
Date : 7/28/1999  
Time : 2:28:16  
Control # 199907280533  
INST# RD 1999 029834  
  
Employee ID LISAC

JOHNSON  
KAMERON L  
NEW JERSEY HOUSING & MTG  
FINANCE AGENCY

RECORDING \$ 17.00  
\$ .00  
\$ .00  
\$ .00  
\$ .00  
\$ .00  
\$ .00  
\$ .00  
\$ .00  
\$ .00  
Total: \$ 17.00

STATE OF NEW JERSEY  
Mercer County Clerk's Office

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*  
\* DO NOT REMOVE THIS COVER SHEET - \*  
\* IT CONTAINS ALL RECORDING INFORMATION \*  
\*\*\*\*\*

Catherine DiCostanzo  
Mercer County Clerk



1049360270

VOL 4936 PG 270

This is not a certified copy

R+R:  
Vaughan Title Agency  
145 South Main St.  
Perumthala NJ 08534

State of New Jersey  
Council On Affordable Housing  
New Jersey Department of Community Affairs  
New Jersey Housing And Mortgage Finance Agency

Exhibit B

ms (2) pss  
967  
17.00 pt

Repayment Mortgage

Contains Deed Restrictions

Mortgage Is Subordinate To A First Purchase Money Mortgage or Refinancing

Prepared by: Edward Patti  
EDWARD PATTIK, New Jersey Dept of Community Aff.

This Mortgage made on July 28, 1999 between KAMERON L. JOHNSON (referred to as "Borrower") and the New Jersey Housing and Mortgage Finance Agency and the New Jersey Department of Community Affairs (referred to hereinafter jointly as the "Authority"), which Authority is for purposes of the Repayment Mortgage an instrumentality of HAMILTON TOWNSHIP (referred to as the "Municipality").

REPAYMENT MORTGAGE NOTE

In consideration of value received by the Borrower in connection with the Property (described below) purchased by the Borrower, the Borrower has signed a Note dated July 28, 1999. The Borrower promises to pay the amounts due under the Note and to abide by all promises contained in the Note.

MORTGAGE AS SECURITY

This Mortgage is given to the Authority as security for the payment due and the performance of all promises under the Note. The Borrower mortgages the real estate owned by the Borrower described as follows (referred to as the "Property"):

All of the land located in the TOWNSHIP of HAMILTON County of MERCER and State of New Jersey, specifically described as follows:  
Street Address: 38 Johnson Ave.  
City: Hamilton Township, NJ Zip: 08609 Block No: 1729 Lot No: 1.02

Also more particularly as described in the Rider attached hereto.

Together with:

1. All buildings and other improvements that now are or will be located on the Property.
2. All fixtures, equipment and personal property that now are or will be attached to or used with the land, buildings and improvements of or on the Property.
3. All rights which the Borrower now has or will acquire with regard to the Property.

BORROWER'S ACKNOWLEDGMENT

1. The Borrower acknowledges and understands that:
  - a) Municipalities within the State of New Jersey are required under the Fair Housing Act and regulations adopted under the authority of the Act to provide for their fair share of housing that is affordable to households of low and moderate income; and
  - b) The Property which is subject to this Mortgage has been designated as housing which must remain affordable to low and moderate income households for at least thirty years unless a shorter time period is authorized in accordance with rules established by any agency having jurisdiction (the "restricted period"); and
  - c) To ensure that such housing, including this Property, remains affordable to low and moderate income households during the restricted period, and Affordable Housing Agreement has been executed by the Borrower that constitutes covenants running with the land with respect to the Property and the Municipality has adopted procedures and restrictions governing the resale of the Property; and
  - d) The Authority to which the Property is mortgaged has been designated by the Municipality to administer the procedures and restrictions governing such housing.
2. The Borrower also acknowledges and understands that the Property has been purchased at a base price that is less than the fair market value of the Property.

BORROWER'S PROMISES

In consideration for the value received in connection with the purchase of the Property at a restricted sales price, the Borrower agrees as follows:

1. The Borrower will comply with all of the terms of the Note and this Mortgage which includes:
  - a) Within the restricted period starting with the date the Borrower obtained title to the Property, the Borrower shall not sell or transfer title to the Property for an amount that exceeds the maximum allowable resale price as established by the Authority. In the event of breach of this promise, Borrower hereby assigns all proceeds in excess of the maximum allowable resale price to the Authority, said assignment to be in addition to any and all rights and remedies the Authority has upon default.
  - b) At the first non exempt transfer of title of the Property after the ending date of the restricted period, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market selling price which has accrued to the Property during the restricted period to the Authority.
2. The Borrower warrants title to the Property (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.



## 10. CREDITS WITHOUT CONTROLS



*Kelley L. Yaede*  
Mayor

# The Township of Hamilton

*Department of Community Planning and Compliance*

*Richard S. Williams*  
P.E., P.P., C.M.E.  
*Director / Municipal Engineer*

March 23, 2017

Gerald J. Muller, Esquire  
Miller, Porter & Muller, P.C.  
One Palmer Square, Suite 540  
Princeton, NJ 08542

RE: Credits without Controls

Dear Mr. Muller,

I am familiar with and have reviewed COAH's May 15, 2002 letter to Hamilton Township as it pertains to Hamilton's Credits Without Controls survey, October 1999. In response to questions raised, Society Hill I, Pebble Creek and Granville Arms are all zoned A/T (Multiple Family Residential) and Abbott Commons and Briarwood are zoned PND (Planned Neighborhoods). These five (5) neighborhoods are NOT age-restricted or planned retirement developments.

If you have any questions concerning the above, please feel free to contact me at [rpoppert@hamiltonnj.com](mailto:rpoppert@hamiltonnj.com) or at 609-890-3674. Thank you.

Yours truly,

Robert C. Poppert, PP/AICP  
Township Planner

File

Cc: Elizabeth K. McManus, LEED AP, PP, AICP, Senior Associate, Clarke Caton Hintz



**State of New Jersey**  
**COUNCIL ON AFFORDABLE HOUSING**  
 101 SOUTH BROAD STREET  
 PO BOX 813  
 TRENTON NJ 08625-0813  
 (609) 292-3000  
 (609) 530-6056 (FAX)

JAMES E. MCCREVEY  
 Governor

SUSAN BASS LEVIN  
 Commissioner  
 LUCY VOORHOEVE  
 Executive Director

May 15, 2002

Allen Schectel, P.P.  
 Planning Superintendent  
 Township of Hamilton  
 Department of Engineering, Planning and Inspections  
 2090 Greenwood Avenue  
 P.O. Box 00150  
 Hamilton, New Jersey 08650

RE: Hamilton Township's Credits Without Controls survey, October 1999

Dear Allen:

I am writing to you regarding Hamilton Township's credits without controls survey per the Council on Affordable Housing's (COAH) regulations N.J.A.C. 5:93 - 3.2. A total of 266 surveys were received in this office for the survey period of October 1999.

COAH staff determined, in a report dated August 29, 2001, that 56 of the 266 households returning surveys were income-eligible per COAH's low and moderate income definition.

In calculating household income, the 1999 COAH income limits were used to coincide with the survey period of October 1999.

The township submitted comparable sales data for each of these 56 units in order that COAH staff might determine which units were available for sale or rental at 'affordable' prices per COAH's definition. The maximum sales and rental prices for Hamilton's credits without controls survey are as follows:

<u>Housing Type</u>	<u>Maximum Sales / Rental Price</u>	
Society Hill I 2 bedroom condominiums-rental / for-sale	\$ 92,584	\$1,505 gross
Single-family, non-association, 3 bedrooms	\$ 120,117	
Abbott Commons, 2 bedroom condominiums	\$ 91,592	
Abbott Commons, 2 bedroom townhouses	\$ 94,905	
Abbott Commons, 3 bedroom townhouses	\$ 111,422	
Pebble Creek, 3 bedroom single-family with association dues	\$ 111,318	





Briarwood, 2 bedroom townhouses	\$ 95,319
Granville, 1 bedroom condominiums	\$ 73,066
Granville, 2 bedroom condominiums	\$ 85,441

After reviewing the comparable housing values provided by Hamilton with the maximum calculated sales / rental prices above, COAH reported, in a letter dated April 25, 2002, that 45 units were deemed to be 'affordable' as the average comparable sales or rental prices were below the maximum affordable prices calculated by COAH.

In calculating the maximum sales prices, COAH staff used the 1999 COAH income limits to coincide with the survey period of October 1999. COAH used its standard values in calculating homeowners insurance at \$25.00 per month and private mortgage insurance (PMI) at \$7.80 per \$1,000 of the monthly mortgage amount.

Hamilton provided COAH with the following figures for the survey period which were used in COAH's calculations of income eligibility and housing cost eligibility:

1. the average 30-year fixed mortgage rate of 7.45 percent;
2. the county tax equalization ratio of 1.0391 and
3. the municipal tax rate of \$2.71 per \$100 of assessed value.

On May 6, 7, 8 and 9, 2002, Hamilton's licensed building inspector, David Keintz, performed exterior inspections on each of these 45 units. The building inspector certified each unit to be in sound condition per N.J.A.C. 5:93-3.2(b).

As these 45 certified units are occupied by income eligible households and are available in the general real estate market at sales or rental prices that are 'affordable' per COAH definition, COAH grants the Township of Hamilton, Mercer County 45 credits without controls towards its cumulative 12-year affordable housing obligation of 1,060 units (355 rehabilitation and 705 new construction).

If you have any questions, please feel free to call me at (609) 292-4338.

Sincerely,

Kate Butler, P.P.  
Principal Planner

cc: Mayor Glen D. Gilmore  
Maureen Fullaway, COAH  
Mary Beth Lonergan, COAH

## 11. EDEN – 3 BLUE DEVIL LANE

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

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

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

THIS DEED RESTRICTION, entered into as of this the 28 day of March, 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and Eden Autism Services, LLC, a not-for-profit corporation of the State of New Jersey, having offices at 2 Merwick Road, Princeton, New Jersey 08540 the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

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

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 1566 Lot 21 and Section 1544 Lot 2 as shown on the Tax Map of the Township of Hamilton and is known by the street address: 3 Blue Devil Lane and 433 Princeton Avenue ("the Units").

Article 3. Affordable Housing Covenants

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

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

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

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing Units for very low-, low-, and moderate-income individuals, and no commitment for residency in a Unit shall be given or implied, without exception, to any person who has not been certified for a Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.
- C. No improvement may be made to the Property that would affect the bedroom configuration of the unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

#### Article 4. Remedies for Breach of Affordable Housing Covenants

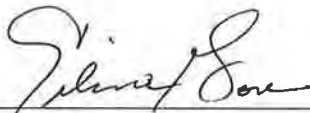
A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and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

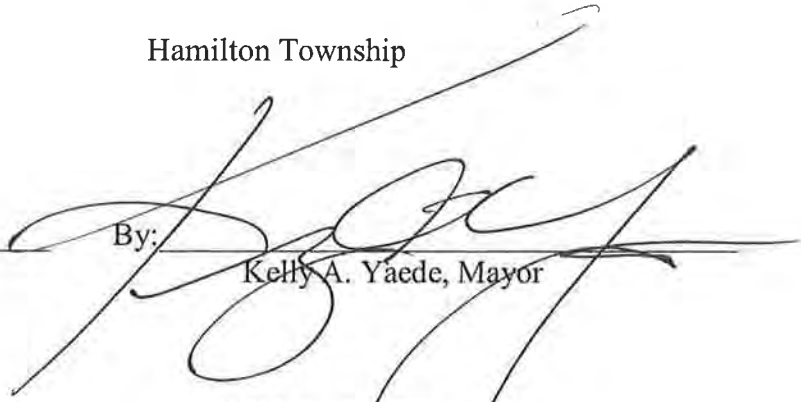
- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the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

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

ATTEST:


Hamilton Township

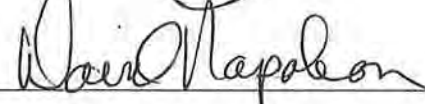
  
 Eileen A. Gore, RMC, CMC

By:   
 Kelly A. Yaede, Mayor

WITNESS:

Eden Autism Services

  
 Director of Real Estate

By:   
 Title: CFO

ACKNOWLEDGEMENTS

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

I CERTIFY that on this 28<sup>th</sup> day of MARCH, 2018, before me, the subscriber, personally appeared DAVID NAPOLEON who I am satisfied is the person who executed the foregoing instrument as CFO of Eden Autism Services, a not-for-profit corporation, the

entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Eden Autism Services.

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

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

**JOHN M GENNUSO**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES AUGUST 10, 2019

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

I CERTIFY that on this 28 day of March 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

  
\_\_\_\_\_  
Notary Public  
My Commission Expires

**BRITTANI RADICE-CALDERONE**  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 2395047  
My Commission Expires 6/5/2020



July 14, 2016

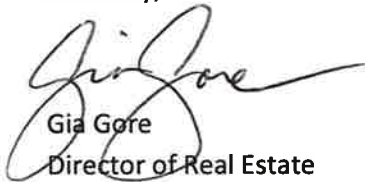
Ashton Jones  
Clarke Caton Hintz  
100 Barrack Street  
Trenton, NJ 08608

RE: Eden Autism Services Hamilton Group Homes  
433 Princeton Avenue  
3 Blue Devil Lane

Dear Ashton:

Eden Autism Services owns and operates two (2) group homes in Hamilton, located at 433 Princeton Avenue and 3 Blue Devil Lane. The residents in both homes consist of residents that are all very low income. The Princeton Avenue group home has a 20 year deed restriction that expires in 2022 and the Blue Devil group home has a 20 year affordable housing deed restriction that expires in 2036. Eden plans on continuing to operate both these group homes for the foreseeable future.

Sincerely,



Gia Gore  
Director of Real Estate

## Council on Affordable Housing (COAH) Alternative Living Arrangement Survey

Municipality: Hamilton County: Mercer

Sponsor: Eden Autism Services, Inc. Developer: Eden Autism Services, Inc.

Block: 1566 Lot: 21 Street Address 3 Blue Devil Lane

Facility Name: Blue Devil Lane Group Home

**Type of Facility:**

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

**Sources of funding committed to the project :**

- Capital funding from State – Amount \$ 386,734
- Balanced Housing – Amount \$ \_\_\_\_\_
- HUD – Amount \$ \_\_\_\_\_
- Federal Home Loan Bank – Amount \$ \_\_\_\_\_
- Farmers Home Administration – Amount \$ \_\_\_\_\_
- Development fees – Amount \$ \_\_\_\_\_
- Bank financing – Amount \$ \_\_\_\_\_
- Other – Please specify: Mercer County HOME Investment Partnerships Program & Hamilton Township (pending)
- Please provide a pro forma for proposed projects

Total # of clients 4

# of total bedrooms 4

Total # of low-income clients 4

# of low-income bedrooms 4

Total # of moderate-income clients \_\_\_\_\_

# of moderate-income bedrooms \_\_\_\_\_

Total # of market-income clients \_\_\_\_\_

# of market-income bedrooms \_\_\_\_\_

**Length of Controls:**

Effective Date of Controls: 9/1/2002  
Expiration Date of Controls: 9/1/2022

X CO Date: 4/7/2016

Indicate licensing agency:

DDD  DMHS  DHSS  DCA

Average Length of Stay: \_\_\_\_\_ months (transitional facilities only)

Initial License Date: 4/8/2016

Current License Date: 4/8/2016

**The following verification is attached:**

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

Residents 18 yrs or older?  Yes  No

Age-restricted?  Yes  No

Population Served (describe): Adults with autism

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

**Affirmative Marketing Strategy (check all that apply):**

DDD/DMHS/DHSS waiting list

Other (please specify): \_\_\_\_\_

**CERTIFICATIONS**

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

Certified by: [Signature]  
Project Administrator

7/14/16  
Date

Certified by: \_\_\_\_\_  
Municipal Housing Liaison

\_\_\_\_\_  
Date



AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING  
TRUST FUND MONIES

THIS AGREEMENT made as of this 1<sup>st</sup> day of November, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Eden Autism Services, a non-for-profit corporation of the State of New Jersey, having offices at 2 Merwick Road, Princeton, New Jersey 08540 ("Eden Autism").

WITNESSETH:

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

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

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

WHEREAS, the Spending Plan includes an allocation of \$200,000.00 to Eden Autism Services for acquisition costs and renovation of property that it owns at 3 Blue Devil Lane and 433 Princeton Avenue, such allocation being at the request of Eden Autism Services.

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

- I. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund, in the amount of \$200,000.00, to Eden Autism Services for the purpose of defraying acquisition costs for and renovating properties for use as affordable housing in the form of group homes. The monies shall be allocated in one payment of \$200,000.00 for 3 Blue Devil Lane and 433 Princeton Avenue (hereafter "the Properties"). The payment shall be made at the commencement of renovation of the first of the two Properties and receipt of an invoice submitted by Eden Autism Services, provided that the requirements of Article VIII are satisfied.

- II. Eden Autism Services agrees to use the Monies to defray acquisition costs and renovate the Properties.
- III. Eden Autism Services shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property shall be subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. Eden Autism Services agrees to execute such instruments.
- IV. Eden Autism Services shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. Eden Autism Services in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.
- V. Eden Autism Services shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. Eden Autism Services shall pay the Administrative Agent a charge of \$200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* Such amount may be adjusted to reflect increases in the cost of living.
- VI. The Monies provided by the Township shall be returned to it by Eden Autism Services if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Eden Autism Services fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.

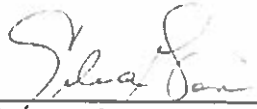
- VII. Eden Autism Services shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.
- VIII. The disbursements of the Monies by the Township to Eden Autism Services shall be made in full upon the following:
- A. Approval of the Township's Spending Plan by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
  - B. The Township is convinced of the credit-worthiness of each project; and
  - C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).
- IX. Miscellaneous
- A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
  - B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.
  - C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
  - D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
  - E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
  - F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Eden Autism Services and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

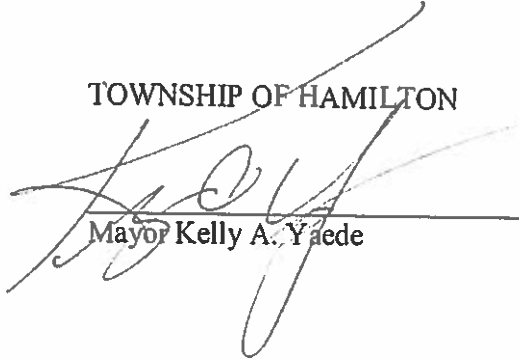
**SIGNATURES APPEAR ON THE NEXT PAGE**

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

Attest:

  
\_\_\_\_\_  
Eileen A. Gore, RMC, CMC


TOWNSHIP OF HAMILTON

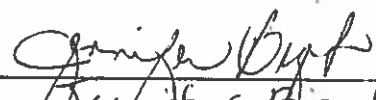
  
\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: 11/1/17

Attest:

Eden Autism Services

  
\_\_\_\_\_  
Eileen A. Gore  
Director of Real Estate

  
\_\_\_\_\_  
Jennifer Fitzub  
(Print Name and Title)  
Executive Director

Date: 10/18/2017

Eden Autism Services Agreement for the Commitment of Affordable Housing Trust Monies  
9/18/17

## 12. EDEN – 433 PRINCETON AVENUE

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

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

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

THIS DEED RESTRICTION, entered into as of this the 28 day of March, 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and Eden Autism Services, LLC, a not-for-profit corporation of the State of New Jersey, having offices at 2 Merwick Road, Princeton, New Jersey 08540 the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

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

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 1566 Lot 21 and Section 1544 Lot 2 as shown on the Tax Map of the Township of Hamilton and is known by the street address: 3 Blue Devil Lane and 433 Princeton Avenue ("the Units").

Article 3. Affordable Housing Covenants

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

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

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

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing Units for very low-, low-, and moderate-income individuals, and no commitment for residency in a Unit shall be given or implied, without exception, to any person who has not been certified for a Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.
- C. No improvement may be made to the Property that would affect the bedroom configuration of the unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

#### Article 4. Remedies for Breach of Affordable Housing Covenants

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



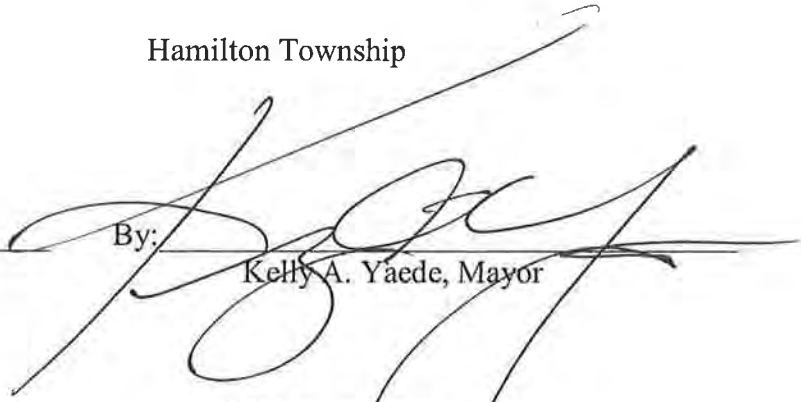
- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the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

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

ATTEST:


Hamilton Township

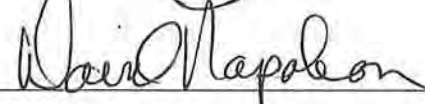
  
 Eileen A. Gore, RMC, CMC

By:   
 Kelly A. Yaede, Mayor

WITNESS:

Eden Autism Services

  
 Director of Real Estate

By:   
 Title: CFO

ACKNOWLEDGEMENTS

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

I CERTIFY that on this 28<sup>th</sup> day of MARCH, 2018, before me, the subscriber, personally appeared DAVID NAPOLEON who I am satisfied is the person who executed the foregoing instrument as CFO of Eden Autism Services, a not-for-profit corporation, the

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\_\_\_\_\_  
Notary Public  
My Commission Expires:

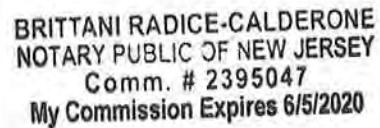


STATE OF NEW JERSEY    )  
  ) SS;  
COUNTY OF MERCER    )

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\_\_\_\_\_  
Notary Public  
My Commission Expires





July 14, 2016

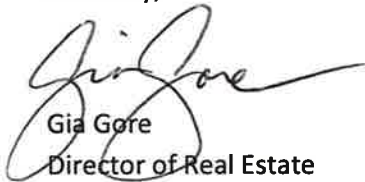
Ashton Jones  
Clarke Caton Hintz  
100 Barrack Street  
Trenton, NJ 08608

RE: Eden Autism Services Hamilton Group Homes  
433 Princeton Avenue  
3 Blue Devil Lane

Dear Ashton:

Eden Autism Services owns and operates two (2) group homes in Hamilton, located at 433 Princeton Avenue and 3 Blue Devil Lane. The residents in both homes consist of residents that are all very low income. The Princeton Avenue group home has a 20 year deed restriction that expires in 2022 and the Blue Devil group home has a 20 year affordable housing deed restriction that expires in 2036. Eden plans on continuing to operate both these group homes for the foreseeable future.

Sincerely,



Gia Gore  
Director of Real Estate

# Council on Affordable Housing (COAH) Alternative Living Arrangement Survey

Municipality: Hamilton County: Mercer

Sponsor: Eden Autism Services, Inc. Developer: Eden Autism Services, Inc.

Block: 1544 Lot: 8 Street Address 433 Princeton Ave.

Facility Name: Hinkle House

**Type of Facility:**

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

**Sources of funding committed to the project :**

- Capital funding from State – Amount \$ 386,734
- Balanced Housing – Amount \$ \_\_\_\_\_
- HUD – Amount \$ \_\_\_\_\_
- Federal Home Loan Bank – Amount \$ \_\_\_\_\_
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- Development fees – Amount \$ \_\_\_\_\_
- Bank financing – Amount \$ \_\_\_\_\_
- Other – Please specify: \$100,000 - Hamilton Township (Pending)
- Please provide a pro forma for proposed projects

Total # of clients 8

# of total bedrooms 4

Total # of low-income clients 8

# of low-income bedrooms 4

Total # of moderate-income clients \_\_\_\_\_

# of moderate-income bedrooms \_\_\_\_\_

Total # of market-income clients \_\_\_\_\_

# of market-income bedrooms \_\_\_\_\_

Length of Controls: 20 years

CO Date:    /   /   

Effective Date of Controls: 9 / / 2002

Indicate licensing agency:

Expiration Date of Controls: 9 / / 2022

DDD  DMHS  DHSS  DCA

Average Length of Stay: \_\_\_\_\_ months (transitional facilities only)

Initial License Date: 9 / / 2002

Current License Date: 3 / / 2016

The following verification is attached:

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

Residents 18 yrs or older?  Yes  No

Age-restricted?  Yes  No

Population Served (describe): Adults with autism

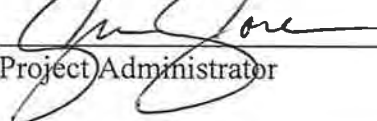
Accessible (in accordance with NJ Barrier Free Subcode)?  Yes  No

Affirmative Marketing Strategy (check all that apply):

- DDD/DMHS/DHSS waiting list
- Other (please specify): \_\_\_\_\_

**CERTIFICATIONS**

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

Certified by:   
Project Administrator

Date: 7/14/14

Certified by: \_\_\_\_\_  
Municipal Housing Liaison

Date \_\_\_\_\_

AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING  
TRUST FUND MONIES

THIS AGREEMENT made as of this 1<sup>st</sup> day of November, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Eden Autism Services, a non-for-profit corporation of the State of New Jersey, having offices at 2 Merwick Road, Princeton, New Jersey 08540 ("Eden Autism").

WITNESSETH:

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

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- IV. Eden Autism Services shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. Eden Autism Services in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.
- V. Eden Autism Services shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. Eden Autism Services shall pay the Administrative Agent a charge of \$200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* Such amount may be adjusted to reflect increases in the cost of living.
- VI. The Monies provided by the Township shall be returned to it by Eden Autism Services if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Eden Autism Services fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.

- VII. Eden Autism Services shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.
- VIII. The disbursements of the Monies by the Township to Eden Autism Services shall be made in full upon the following:
- A. Approval of the Township's Spending Plan by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
  - B. The Township is convinced of the credit-worthiness of each project; and
  - C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).
- IX. Miscellaneous
- A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
  - B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.
  - C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
  - D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
  - E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
  - F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.


- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Eden Autism Services and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

**SIGNATURES APPEAR ON THE NEXT PAGE**

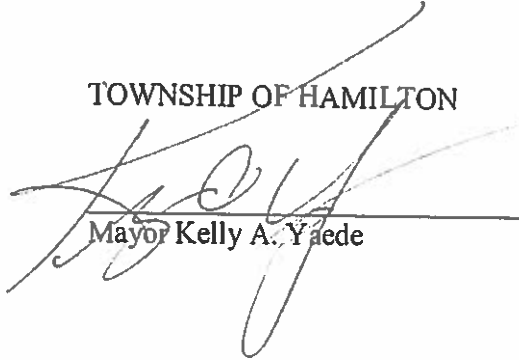


IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Attest:

  
\_\_\_\_\_  
Eileen A. Gore, RMC, CMC


TOWNSHIP OF HAMILTON

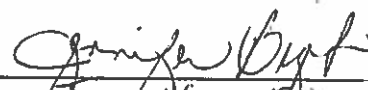
  
\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: 11/1/17

Attest:

Eden Autism Services

  
\_\_\_\_\_  
Eileen A. Gore  
Director of Real Estate

  
\_\_\_\_\_  
Jennifer Fitzub  
(Print Name and Title)  
Executive Director

Date: 10/18/2017

Eden Autism Services Agreement for the Commitment of Affordable Housing Trust Monies  
9/18/17

## 13. ENABLE – FLOCK ROAD

See 2004 COAH Compliance Report for evidence of eligibility for credit.

## 14. ENABLE – GALLAVAN WAY

See 2004 COAH Compliance Report for evidence of eligibility for credit.

## 15. ENCHANTMENT VILLAS

**RESOLUTION NO. 05-02-007C**  
**HAMILTON TOWNSHIP**  
ZONING BOARD OF ADJUSTMENT  
GRANTING PRELIMINARY AND FINAL SITE PLAN APPROVAL WITH  
WAIVERS FOR A 133 UNIT NON-AGE RESTRICTED TOWNHOUSE  
DEVELOPMENT ON APPLICATION BY JDME KUSER ROAD, LLC FOR  
PROPERTY KNOWN AS MAP 134, SECTION 2154, LOTS 12-14 ON THE TAX  
MAP OF THE TOWNSHIP OF HAMILTON

WHEREAS, JDME Kuser Road, LLC, the owner of property known as Map 134, Section 2154, Lots 12-14 on the Tax Map of the Township of Hamilton, which property is vacant land located on Kuser Road, Hamilton Township, New Jersey has made application to the Zoning Board of Adjustment for preliminary and final site plan approval with certain design waivers for a 133 unit non-age restricted townhouse development; and

WHEREAS, the applicant received an approval pursuant to the provisions of N.J.S.A. 45:22A-46.3 (the "Conversion Act") to allow the conversion of an age-restricted project to a non-age restricted project which approval was memorialized by Resolution No. Z-05-02-007B adopted by the Board on October 12, 2010; and

WHEREAS, the applicant had originally received approval for its age-restricted project by Resolution No. 05-02-007, adopted on September 13, 2005 and its subsequent amendment by Resolution No. 05-02-007A, adopted on December 12, 2006; and

WHEREAS, as a condition of approval of the conversion application, the applicant is required to provide for 28 affordable housing units which are to be dispersed throughout the project; and

WHEREAS, as a result of the aforesaid condition, the applicant was also required

to submit a revised preliminary and final site plan application demonstrating a satisfactory dispersal of the affordable housing units within the project; and

WHEREAS, the applicant was represented by Kenneth L. Pape, Esq. of the firm of Heilbrunn, Pape & Goldstein, Counselors at Law; and

WHEREAS, testimony in support of the application was presented by the applicant's representative Robert Geiger, Radim Kucera, P.E., project engineer of TRC Engineers, Inc.; and Thomas J. Brennan, project architect; and

WHEREAS, a public hearing on the application was conducted at a special meeting held on June 28, 2011 at which time interested members of the public were given an opportunity to be heard; and

WHEREAS, the Zoning Board of Adjustment considered the following documentary evidence:

1. Approving Resolution for Application No. 05-02-007B adopted on October 12, 2010.
2. Plans entitled "Revised Site Plan of Enchantment Villas Responsive to Conversion Resolution #05-02-007B", prepared by TRC Engineers, revised to March 27, 2011.
3. Building Elevations and Floor Plans, prepared by Thomas J. Brennan, dated March 30, 2011.
4. Traffic Impact Analysis for Revised Plan of Enchantment Villas Pursuant to Conversion Resolution, prepared by McDonough & Rea Associates, dated January 20, 2011.



5. Landscape Plan, Layout Plan and Grading Plan, prepared by TRC Engineers, dated March 27, 2011.
6. Memorandum prepared by Robert C. Poppert, Township Planner, revised to June 22, 2011.
7. Memorandum prepared by Township Engineer Richard S. Williams, revised to April 28, 2011.
8. Memorandum prepared by Department of Water Pollution Control, dated March 16, 2011.
9. Memorandum prepared by Township Planning Consultant Elizabeth McManus of Clarke Caton Hintz, revised to June 22, 2011.
10. Memorandum prepared by Township Engineering Consultant Michael Citerone of Remington & Vernick, dated June 23, 2011.
11. Exhibit A-1, Colored Rendering of Site Plan.
12. Exhibit A-2, Colored Rendering of Landscape Plan.
13. Exhibit A-3, Typical Unit Floor Plans.
14. Exhibit A-4, Typical Unit Facades; and

WHEREAS, the Zoning Board of Adjustment made the following factual findings:

1. The applicant originally received approval in September, 2005 for a 110 unit age restricted townhouse project with a clubhouse and related amenities that was

amended by a subsequent approval in December, 2006 by which the project was expanded to allow 137 units.

2. In October, 2010 the applicant received approval pursuant to N.J.S.A. 45:22A-46.3 to convert the age restricted development to a non-age restricted project subject to certain conditions.

3. As part of its conversion application, the applicant proposed to eliminate the clubhouse as a recreational amenity; to provide for two apartment style buildings in which it would locate 28 affordable housing units; and revised recreational components in lieu of the clubhouse that would be more consistent with the non-age restricted character of the development.

4. In granting the approval, the Board determined that the applicant must comply with the Township ordinance requirement that the affordable housing units be interspersed with the market units and as a result of that condition as well as the changes resulting from the elimination of the clubhouse and substitution of two playgrounds in the plan, determined that a site plan approval would also be required as a condition of the conversion approval.

5. Although the applicant originally objected to the site plan requirement as a condition of approval, it ultimately agreed to same and has filed this application in satisfaction thereof.

6. The proposed plan has dispersed the affordable housing units through the project and eliminated the two apartment style buildings originally proposed for all of the 28 affordable units. As a result of that design change, an architectural revision to the plan

has been made to provide for a more traditional linear townhouse design rather than the quad design that was used in the original plan.

7. The facade treatments for all units will be essentially the same to help promote the integration of the affordable units with the market rate units. The market rate units will all be two bedrooms while the affordable units will comply with Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1 et. seq) regulations regarding bedroom count distribution.

8. The entrance and internal road system remains the same as originally proposed and thus complies with RSIS standards.

9. The modification to the design of the project actually results in a reduction in impervious surface coverage. A modification was made to the original parking plan for the project as requested by the Township Planning Consultant that results in more parking being located closer to the affordable units so that the parking is not only technically compliant with RSIS standards but also more practical and efficient.

10. A total of 310 parking spaces will be provided inclusive of those spaces located within garages.

11. The revised recreation element will include a tot lot at the north end of the project and an active recreation open area with seating at the southerly end of the site. There is also a path system provided that allows for a trail to interconnect with sidewalks located at the rear of the property.

12. As previously requested by the Board, the applicant has retained all of the enhanced perimeter landscaping and buffering that was incorporated in the originally approved site plan for the project.

13. The Township Planning Consultant confirmed that she found the site plan to adequately address the need for disbursement of the affordable housing units throughout the project and that in her opinion, the spirit of the ordinance had been complied with.

14. She also requested, and the applicant agreed, to amend the plan to provide for sidewalks to all of the mailboxes in the project.

15. The Township Engineer requested that the sidewalks to be installed along Kuser Road should be of a width of 5 feet wherever practical due to topographic and other existing conditions for conformity with the latest Township sidewalk standards. The applicant agreed to same as a condition of approval.

16. As the Township Engineer had requested that there be modifications to the original stormwater system, the Township Engineering Consultant testified as to his review of the revised system proposed by the applicant. He reviewed his report which contained several requests for additional information and some modifications to the system as designed which the applicant agreed to provide.

17. Both engineers then testified that with the additional information and proposed modifications, in their opinion the stormwater system would comply with regulations and would function efficiently for the project. The final design, however,

would be subject to review and approval by both the Township Engineer and the Township Engineering Consultant.

18. The applicant also agreed to certain landscape plan revisions requested by the Township Planner in his memorandum dated June 22, 2011 and that the same would be submitted for his review and approval prior to inclusion on the final plans.

19. The applicant agreed to submit the required deeds for right-of-way dedication and for the areas to be subject to conservation easements which deeds shall be subject to review and approval by the Zoning Board Attorney and Township Engineer prior to recording in the County Clerk's Office.

20. The applicant acknowledged that the 28 affordable housing units to be provided in the project will comply with all applicable COAH regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1 et seq.) including those pertaining to bedroom and income distribution and phasing.

21. All applicable conditions of the prior approvals granted for the project shall remain in full force and effect except those that may be inconsistent with the conditions of the within resolution.

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Hamilton that the application for preliminary and final site plan approval with design waivers for a 133 unit townhouse development with 28 affordable housing units on property known as Map 134, Section 2154, Lots 12-14 brought JDME Kuser Road, LLC be granted subject to the following terms and conditions:

1. The applicant shall comply with any unresolved conditions of the Township Planner's memorandum dated June 22, 2011 except as the same may be inconsistent with the provisions of the within resolution.
2. The applicant shall comply with any unresolved conditions of the Township Engineer's memorandum dated April 28, 2011 except as the same may be inconsistent with the provisions of the within resolution.
3. The applicant shall provide 28 affordable housing units disbursed throughout the project as shown on the site plan. The units shall comply with all applicable COAH regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1 et seq.) including, but not limited to, those pertaining to bedroom and income distribution and phasing.
4. The applicant shall comply with any unresolved conditions of the Township Engineering Consultant's memorandum dated June 23, 2011 except as the same may be inconsistent with the provisions of the within resolution.
5. The applicant shall comply with the conditions of the Township Department of Water Pollution Control memorandum dated March 16, 2011.
6. The final revisions to the stormwater management system shall be subject to review and approval by the Township Engineer and Township Engineering Consultant.
7. The plan shall be amended to provide for sidewalks to all mailboxes to service the residences.
8. The deed of dedication for right of way to the Township and the deed for areas to be subject to a conservation easement shall be submitted for review and approval

by the Zoning Board Attorney and Township Engineer prior to recording in the Mercer County Clerk's Office.

9. All conditions of prior approvals for the project, except for those inconsistent with the conditions set forth herein, shall remain in full force and effect and be conditions of the within approval.

10. The applicant shall post performance, maintenance guarantees, and inspection fees in the amounts determined to be appropriate by the Township Engineer.

11. The applicant shall obtain any and all other State, County, or local approvals as may be required.

This is a resolution of memorialization of an action taken by the Zoning Board of Adjustment of the Township of Hamilton at a special meeting held on June 28, 2011.

MOTION: Anthony Celentano

SECOND: Edward Arico

ROLL CALL:

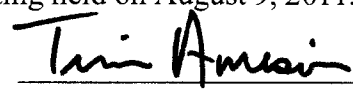
AYES: Anthony Celentano, Vince Savelli, Anthony DiStephano, Raymond Donovan, Edward Arico, Lorraine Bean, Richard Kelleher

NAYS:

ABSTAINED:

MOTION CARRIED:

The above is a true copy of a Resolution duly adopted by the Zoning Board of Adjustment of the Township of Hamilton at a regular meeting held on August 9, 2011.

  
TIM AMISON  
Zoning Board Secretary

**TOWNSHIP OF HAMILTON, MERCER COUNTY, NEW JERSEY**

**RESOLUTION OF MEMORIALIZATION**

**RESOLUTION, DULY ADOPTED BY THE ZONING BOARD OF ADJUSTMENT OF THE TOWNSHIP OF HAMILTON AT A MEETING HELD ON DECEMBER 12, 2006, IN REGARD TO:**

**APPLICATION NO:** 05-02-007 A

**OWNER:** Edward and Rose Plavchak-Makrancy Farms Incorporated

**APPLICATION OF:** JDME Kuser Road LLC

**LOCATION:** Kuser Road/Leonard Avenue, Map 134, Section 2154, Lot 12-14

**ZONE:** REO-5

**BUSINESS NAME:** Enchantment Villas

**PROPOSAL:** Construct a 123-unit age restricted development

**VARIANCE TYPE USE:** A use variance to permit an additional 13 residential units and variance relief from front, side, and rear yard setback, minor subdivision approval, preliminary and final site plan approval, and variance relief from bulk standards for the purpose of creating two (2) lots and constructing a one hundred twenty three (123) unit age-restricted development.

**WHEREAS,** Edward and Rose Plavchak- Makrancy Farms Incorporated, are the owner and JDME Kuser Road LLC is the Applicant for a property located at Kuser Road and Leonard Avenue, in the Township of Hamilton, County of Mercer, State of New Jersey, Map 134, Lot 179, Section 2154, Lots 12-14; and

**WHEREAS,** the Applicant has previously applied to the Hamilton Township Zoning Board of Adjustment (the "Board") on August 9, 2005, for a use variance to permit a one



hundred ten (110) unit age restricted development in an REO-5 Zone; and such variance was granted; and

**WHEREAS**, the applicant has reapplied to the Board for an additional use variance to build a 123-unit age restricted development; and

**WHEREAS**, the Board held a public hearing on September 12, 2006, and November 13, 2006 in accordance with the law, at which time the Applicant presented testimony; and

**WHEREAS**, the Board considered the reports dated October 31, 2005, first revision January 24, 2006, second revision February 23, 2006, and third revision November 13, 2006 from the Township of Hamilton, Division of Planning, and October 31, 2005, first revision November 1, 2005, second revision December 28, 2005, third revision February 14, 2006, and fourth revision November 13, 2006 from the Township of Hamilton, Division of Engineering; and

**WHERE AS**, the Division of Planning has reviewed the above referenced Application, and the following documentation:

- Preliminary and final site plan prepared dated September 2005, revised December 1, 2005 and October 20, 2006;
- Layout and Lighting Plan, prepared by Civil Engineering Corporation, dated January 29, 2006;
- Traffic Impact Statement prepared by McDonough & Rea Associates, Inc., dated September 29, 2005;
- On-Site Parking Design report, prepared by McDonough & Rea Associates, Inc., dated September 7, 2006;

- Landscape Enlargement Plan (sheet L-1A), prepared by Civil Engineering Corporation, dated September 4, 2006;
- Westerly landscaped buffer plan, prepared by Civil Engineering Corporation, not dated;
- Subdivision Map, prepared by Civil Engineering Corporation, dated September 23, 2005, revised December 1, 2005;
- Storm water Management & Soil Erosion Report prepared by TRC – Civil Engineering Corporation, dated September 23, 2005;
- Boundary Survey and Storm water Management System – Construction, Operation and Maintenance Manual, prepared by Civil Engineering Corporation, dated September 23, 2004 and December 15, 2005, respectively and
- Recreation Building elevations and floor plans prepared by Daniel A. Ward, dated March 2, 2005; C.O.A.H. Unit elevations/floor plans dated October 12, 2005 and December 15, 2005, prepared by Daniel A. Ward.

**WHEREAS**, the subject matter of the Application was within the jurisdiction of the Board and the Board acted within the time required by law; and

**WHEREAS**, the meeting was properly noticed in accordance with the Municipal Land Use Law and the Open Public Meetings Act and an Affidavit of Proof of Service and Publication of Notice was filed with the Board; and

**WHEREAS**, the Application was deemed complete by the Department of Planning and Engineering of the Township of Hamilton; and

**WHEREAS**, Mr. James Gorman, Esq., represented the Applicant; and

**WHEREAS**, George Ritter, Professional Planner, Cyril Kucera, Professional Engineer, Mark Ellenbogen, Principal of Applicant, Scott Kennel, Traffic Expert, Raymond Ferrara, Ph. D., Environmental Expert, testified on behalf of the Applicant; and

**WHEREAS**, Ames Hoyt, 29 Country Lane, Hamilton, testified as a concerned citizen with respect to the Application; and

**WHEREAS**, the Applicant presented the following Exhibits:

Overall unit layout with COAH Units

Overall Layout with Landscaping Design

Colored Street Scape of Clubhouse

Floor plan of Clubhouse

Colored Street Scope of Typical Units

Floor Plans of Proposed Units

Plan of County Road Improvements on Kuser Road

Minor Subdivision Plan

Parking Court Details

Aerial Photograph of Applicant's Development in Pennington

**WHEREAS**, the Zoning Board of Adjustment of the Township of Hamilton, County of Mercer, State of New Jersey, makes the following Findings of Fact based upon the Application and supporting documentation, testimony presented on the record at the hearing, and the reports submitted by the Township's professional staff:

## USE VARIANCE

1. The Applicant seeks a use variance to permit a one hundred and twenty three (123) unit age restricted development which is not a permitted use in the REO-5 Zone.
2. To obtain such a use variance, the Applicant must show that the proposed use variance, if granted, would not substantially impair the intent and the purpose of the zone plan and zoning ordinance; and that the proposed use can be granted without substantial detriment to the public good. The Applicant must also demonstrate special reasons to support its requests for a use variance and provide testimony that the particular site is suited for the proposed use.
3. Mr. Ritter introduced Exhibits A-1 through A-10.
4. Mr. Ritter testified that the proposed development would feature clusters of home sites to be utilized as an age restricted community. He further testified that this particular type of plan has been built by the company in the past, and has been well received and accepted by residents of the community.
5. Mr. Ritter testified that the location is well suited for the development as it currently sits on land, and borders property that is currently not in use by the Township. He further testified that the plan also allots 25.01 acres of land to be dedicated to the Township for use as open space. Part and parcel to these twenty-five acres is the Patterson Avenue Land Fill which is presently closed and inoperable.
6. Based on the fact that the land that is to be dedicated to the Township presently houses the Patterson Avenue Land Fill, the township is under no obligation to

accept the dedication. the following information must be supplied by the Applicant to the Township prior to dedication and potential acceptance:

- a. All pertinent information regarding the current environmental status and closure of this landfill.
  - b. What entity is responsible for the ongoing maintenance and monitoring of the landfill and its contents, exclusive of a dedication to the Township?
7. Mr. Ritter testified as to the positive criteria necessary for a use variance. He testified that this proposed use was contemplated and supported within the master plan. He testified that although variances are required, the Applicant meets the intent of the master plan. Mr. Ritter further testified that this Application would provide strong ratable properties to the township with all of the benefits normally associated with an age-restricted community.
  8. George Ritter further testified that the additional units are requested to comply with the Township's growth share ordinance which was adopted subsequent to the first use variance granted for 110 units.
  9. George Ritter further testified that Mount Laurel housing is a benefit under the MLUL.
  10. George Ritter further testified that if you compare this project to the PRD zoning district standards, this project is at 4.1 units to the acre where the PRD standard is 6. The PRD has a 40% maximum impervious coverage and this project is at 28%. The additional units can be accommodated within the site without any significant detriments.

11. George Ritter further testified that the property is well suited for this type of planned development due to the fact that it is set back off of the road and therefore shields the development from ongoing traffic.
12. George Ritter further testified that the planned development would not have a serious impact on traffic due to the relatively small size of the community and the fact that the traffic would spill on to Kuser Road, a major artery within the Township that could handle said traffic.
13. Scott Kennel, traffic expert testified that there were approximately 10,000 trips per day on Kuser Road, and the additional units add 45 trips. As to the peak hour, there are approximately 1,000 trips on Kuser Road, and the additional units add about 6 trips. The additional trips do not cause any traffic problems. The internal site circulation is not affected by the additional units.

#### **MINOR SUBDIVISION**

14. The Applicant has applied to consolidate existing Lots 12, 13, and 14 (55.39 acres) and then subdivide the property into 2 new lots, lot 12.01 (25.01 acres) and lot 12.02 (30.22 acres). The Applicant has proposed that the 123 unit development will be constructed on lot 12.02, and lot 12.01 shall be dedicated to the Township of Hamilton should the Township so chose to accept the same.
15. In terms of lot area and bulk yard requirements, Lot 12.02 meets or exceeds any and all ordinance requirements.
16. In terms of lot, area, and bulk yard requirements, proposed lot 12.01, needs the following variances:

- The required lot width and frontage in the REO-5 zone is 400 feet, where 50 feet exists at 7 locations (Tampa, Miami, Toronita, Turnbull, Volusia, Graffim, and Hovey Avenues). Therefore, the new lot will only have frontage via the dead ends of the previous 7 paper street.
- Variances for accessory structures are no longer required as those buildings have been removed from the site plan and application.

### **BULK VARIANCES**

17. The Applicant seeks approval to construct 123 housing units. Twenty five buildings will have four units each; three buildings will have six units each, including four affordable units; and one building will contain five units with one affordable unit.
18. Of the 123 housing units, 29 (quads) are proposed, 71 units will have a one car garage and 38 units will have two car garages. The 14 designated as affordable housing units will have no garages. Differentiating the affordable housing units so that the same are constructed without garages is permissible by New Jersey Statue.
19. In regard to the proposed units, the minimum required front yard setback would be 20 feet. If this property were developed under the PRD Zoning standards, variances are not technically required from the PRD standards. The Applicant proposes a front yard setback of 15 feet on all units from the private road.

20. In multi family dwellings in the PRD zoning district, the distance between window walls is 75 feet. The Applicant proposed window wall distances of anywhere between 31-33 feet, depending on the unit.
21. In regard to side yard set back the minimum required side yard set back for this property is 75 feet under the PRD zoning standards. The REO-5 Standard is 50 feet. The Applicant is proposing a side yard set back of 30 feet on the northern property line. The total side yard setback of the property is 200 feet in the REO-5 zoning district. In this instance, the Applicant is proposing a total side yard setback of 66.95 feet.
22. The required front yard setback is 75 feet, whereas in this instance the Applicant is proposing a front yard setback of 53 feet from Kuser Road.
23. The required rear yard setback is 75 feet, whereas in this instance the Applicant is proposing a rear yard setback of 40.93 feet to the Clubhouse. The setback required for the track boundary is 100 feet, whereas in this instance the Applicant is proposing 80 feet for the 3 residential buildings, 30 feet for 3 other residential buildings, and 40.93 feet for the Clubhouse, and 75 feet for the parking areas.

## **PARKING**

24. In terms of parking, the Applicant must provide 1.25 parking spaces for each 1 bedroom unit and 1.75 parking spaces for each 2 bedroom unit. Based on the Applicants submitted site plan, 147 garage parking spaces will be provided and therefore, at least 147 driveway parking spaces will also be provided.



25. Based upon the layouts of the property, the Applicant has proposed that the width of the private courtyard be 20 feet for the purpose of backing up vehicles and traversing the roadway. The Applicant must provide 24 feet of back up space, with 18 foot driveways.
26. A parking variance is also needed for the clubhouse as the Applicant is also deficient 2 parking spaces (28 provided, 30 required under PRD zoning standard).

### **OPEN SPACE AND RECREATION**

27. The minimum size required Clubhouse, under PRD standards, is 3,000 square feet. In this instance the Applicant is proposing to construct a Clubhouse of 2,750 square feet.
28. A walking path has also been proposed to loop around the wetlands basin, connecting the Clubhouse parking lot to a common area between buildings 8 and 9. As a result of the Applicant failing to provide key recreational facilities, the Applicant has agreed to make a payment in lieu of improvements. The payment is to be deposited into the Township's Recreational Trust fund. The Applicant has agreed to provide the Township a total of \$175,000.00 which translates to \$1,422.76 per unit. Half of each unit's contributions (\$711.39) will be paid at the building permit stage and the remaining half will be paid at the issuance of a certificate of occupancy.
29. Mr. Poppert, Assistant Township Planner, testified that the Division of Planning had reviewed the Application and that it was complete for review.

30. Mr. Poppert testified that the Applicant is requesting a use variance approval for the purpose of constructing a one hundred twenty three (123) unit age restricted community. He further testified that such use is not permitted in the REO-5 Zone.

#### **MISCELLANEOUS**

31. All utilities must be located underground.
32. The proposed 8 foot high privacy fence as shown on sheet 4 of the proposed plan should be extended closer to the street so as to provide maximum screening to the adjacent residential units.
33. Any and all fences being placed upon retaining walls must be "black girth" style (4 foot tall, and meet applicable BOCA codes).
34. Mr. Poppert testified that one special reason that the board should consider granting this variance is that affordable housing as specified and delineated by the New Jersey Council on Affordable Housing (COAH), Department of Community Affairs, would be integrated within this development.

#### **ENGINEERING**

35. The proposed cul-de-sac at the termination of Road A must have a 45 foot curb radius. The 40 foot radius shown does not allow access by a WB/50 vehicle. The cul de sac must be expanded to accommodate a WB/50 vehicle.

36. Fire lanes and fire hydrant locations must be conferred and agreed upon with Township officials in order to meet safety requirements.
37. As a condition of approval, the Applicant shall be required to submit, the following at the completion of construction, and prior to the release of any performance guarantees:
  - A. As built drawings prepared by New Jersey licensed land surveyor for the drainage system and detention facilities.
  - B. An engineer certification that the detention facilities have been constructed in accordance with the approved plans and appropriate detention size and volume of storage is provided. The certification should include a table comparing the design storage volumes to the as built conditions. The pavement to be used as detailed on page 13 of the site plans must be hot mix asphalt surface course (mix I-4 two inches thick). The base course of the same shall be hot mix asphalt base course (mix I-2).
38. Mr. Poppert testified that a minor subdivision approval is required to separate a small portion of lot 12 from the remaining property (the land fill area).
39. Mr. Poppert testified that the units will be located in a "quadraplex" type of complex.
40. Mr. Poppert testified that 74 units will have a one car garage and 36 units will have a two car garage.
41. Mr. Poppert further testified that quadraplex units are not specifically contemplated in planned retirement zones, therefore a few bulk and yard standards could be applied to the units by way of variance. In this instance the front yard set

back for a property of this type is 20 feet. Here the Applicant is proposing a front yard set back of 15 feet based on the size of the units.

42. Mr. Poppert testified that the Applicant meets the minimum requirements for both impervious coverage and open space.
43. At this point and time no property lines are currently delineated. Due to this fact, bulk yard standards for duplex properties cannot be determined. The Applicant notes that these units will be constructed on a lot to be owned by a condominium association.
44. Mr. Poppert further testified that the proposed driveways are only 12 feet in width. The Applicant agreed to provide a minimum width of 15 feet.
45. Mr. Poppert testified that key recreational facilities are missing from this planned development. As proposed, the only recreational facility that is provided is a clubhouse. The clubhouse as proposed is 2,750 square feet and said building meets ordinance requirements. The absence of other key recreational facilities is addressed by the Applicant's contribution to the recreational fund.
46. Mr. Poppert testified that four (4) quadraplex buildings are setback thirty (30) feet from the northern property line, three (3) quadraplex buildings are setback between fifty (50) feet and seventy (70) feet from the easterly property line, and the clubhouse is setback about forty (40) feet from the property line, and the parking lot is setback about seventy-four (74) feet from the easterly property line. One hundred (100) feet setbacks are required in these areas as they are adjacent to a non-residential zoning district.

47. Mr. Poppert further testified that the Applicant is proposing 29 parking spaces for visitors and 28 spaces for the clubhouse. This delineation meets ordinance requirements.
48. Mr. Poppert testified that the Applicant should construct curbs and sidewalks (one side only) throughout the development. The Applicant agreed to construct sidewalks on one side of each street in the development.
49. Mr. Poppert further testified the Applicant needs to present a better aesthetic presentation of the building to the side that is visible from Kuser Road. Suggestions for this improved presentation are additional and varying dormers, rooflines and heights, gables, hip roofs, ect. Varying frontal facades are also needed on the eight quad units. The applicant has agreed to work with Township professionals in this regard.
50. Mr. Poppert further testified that the Applicant must also comply with the tree replacement ordinances.
51. The Applicant must undertake a soil sampling for purposes of addressing the Phase I Environmental Assessment. The sampling must address the issues that pertain to storm water outfalls, pesticide spraying, and miscellaneous trash and debris. Said samplings must be submitted to the township for review prior to receiving final site approval.
52. Mr. Williams testified that the application from an engineering perspective is complete for review.
53. Testifying as a concerned citizen, Mr. Ames Hoyt set forth his opinion that the site is too small for the proposed use and is concerned about the environmental impact.

54. The Applicant has presented proof and the Board finds that the site can accommodate the proposed age restricted community, and that it is compatible with and complements the adjacent uses, preserves the neighborhood character, and promotes the general welfare.
55. The Applicant has presented proof and the Board finds that a use variance for the purpose of constructing a 123 unit age restricted community as well as the bulk variances, minor subdivision, and preliminary and final site plan approval referred to above can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Zone Plan or the Zoning Ordinance.

**BE IT THEREFORE RESOLVED**, that based upon the aforesaid facts, the Hamilton Township Zoning Board of Adjustment makes the following Conclusions of Law:

1. The matter is lawfully before the Zoning Hearing Board and the Zoning Hearing Board has the jurisdiction to hear the subject matter presented.
2. The Board has acted within the time required by law.
3. The Board is satisfied that the Applicant has demonstrated that the request for a deviation from the zoning requirements would advance the purposes of the Municipal Land Use Law and the Hamilton Township Land Development Code. The Board further finds that the proposed deviation would not be detrimental to the neighborhood and that the benefits conferred by the Applicant substantially outweigh any detriments to the neighborhood.

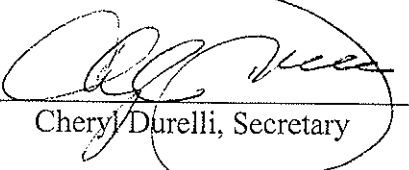
4. The requested use variance for the purpose of constructing a 123 unit age restricted community can be granted without substantial detriment to the public good.
5. The requested use variance for the purpose of constructing a 123 unit age restricted community will not substantially impair the intent and purpose to the Zone Plan and Zoning Ordinance.
6. The requested use variance for the purpose of constructing a 123 unit age restricted community will not result in additional threats to public safety, extraordinary expense, or create a nuisance.
7. The testimony supports the conclusion of the Board that the requested use variance for the purpose of constructing a 123 unit age restricted community can be granted without adversely impacting the zone plan of the Township of Hamilton, and is of such a nature that approval for the relief requested can be granted without substantial detriment to the public good, and the benefits conferred by the Applicant outweigh any detriment.

**BE IT FURTHER RESOLVED**, by the Zoning Board of Adjustment of the Township of Hamilton, County of Mercer, State of New Jersey, that the requested use variance for purpose of constructing a 123 unit age restricted community along with bulk variances, minor subdivision, and preliminary and final site plan approval as requested by the Applicant pursuant to Application No. 05-02-007, be and the same is hereby granted subject, however, to the following conditions which have been agreed to by the Applicant:

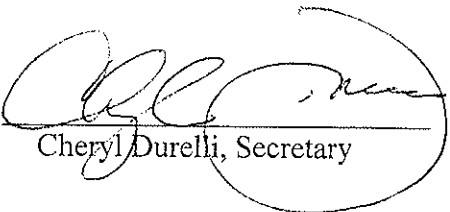
1. Payment of all fees and costs.

2. Compliance with all conditions set forth in the reports prepared by the Hamilton Township Division of Planning dated February 17, 2005 (revised June 24, 2005) and the report of the Division of Engineering dated October 31, 2005, (revised November 13, 2006), as well as the testimony of the Township professionals at the Board hearing.
3. Compliance with the Townships recommendations regarding the integration of Affordable Housing Units within the planned development and in accordance with COAH standards.
4. Compliance with all other applicable ordinances of the Township of Hamilton and the laws of the local, state and federal governments.
5. Compliance with the conditions of approvals by other governmental bodies having jurisdiction.

**BE IT FURTHER RESOLVED**, that the Chairperson or Vice Chairperson and the Secretary or Acting Secretary are authorized to execute the aforesaid plans, after signature by all other municipal officials, and distribute copies of same to all interested parties.

By:   
Cheryl Durelli, Secretary

**CERTIFIED** to be a true copy of a Resolution adopted by the Hamilton Township Zoning Board of Adjustment at a regular meeting held at the Municipal Building on the 12<sup>th</sup> day of December, 2006.

By:   
Cheryl Durelli, Secretary



MANDATORY DEED FORM FOR OWNERSHIP UNITS

DEED OF NEW CONSTRUCTION

173654

To State Regulated Property

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING**

With Covenants Restricting Conveyance  
And Mortgage Debt

THIS DEED is made on this the 24 day of February, 2016 by and between NVR, INC., A VA CORPORATION, DOING BUSINESS IN NEW JERSEY AS RYAN HOMES, with the offices located at 1451 Highway 34, Suite 201, Farmingdale, NJ 07727 (Grantor) and STACEY LYTLE, SINGLE WOMAN, whose address is about to be 12 Sundance Drive, Hamilton, NJ 08619 (Grantee).

**Article 1. Consideration and Conveyance**

In return for payment to the Grantor by the Grantee of Eighty Five Thousand (\$85,000), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

**Article 2. Description of Property**

The Property consists of all the land, and improvements thereon, that is located in the municipality of HAMILTON, County of MERCER, State of New Jersey, and described more specifically as Block No. 2154 Lot No. 12.42, and known by the street address: 12 Sundance Drive, Hamilton, NJ 08619

**Article 3. Grantor's Covenant**

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

**Article 4. Affordable Housing Covenants**

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon earlier of (a) the date hereof or (b) the prior commencement of the "Control Period," as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipality election, a restricted unit must remain subject to the

*Deed*  
*upg. #93. RT # 340 # 45554*  
*# 45553*

INSTR # 2016010709 D BK 6242 PG 1599 03/01/2016 10:57:16 AM  
PAULA SOLLAMI COVELLO COUNTY CLERK, MERCER COUNTY NEW JERSEY  
RTF TOTAL TAX \$340.00

from such requirements. Prior to such a municipality election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by The Township of Hamilton or Piazza & Associates, Inc., an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Poverty, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.
- H. The affordable housing covenants, declarations, and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 et seq., shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as Affordable Unit remains subject to the affordability controls being by this Declaration.

**Article 5. Remedies for Breach of Affordable Housing Covenants**

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

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

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

**EXECUTION BY GRANTOR**

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Witnessed by:

*Deborah A. Elenbark*

NVR, Inc., a VA Corporation,  
doing business in New Jersey as Ryan Homes

By:

*Todd Pallo*  
Todd Pallo, Vice President

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of New Jersey

§

County of Monmouth

I CERTIFY that on February 26, 2016, Todd Pallo personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) he signed, sealed and delivered the attached Deed as **Appointed Vice President by Incumbency Certificate dated April 6, 2015, of NVR, Inc., a Corporation of the State of Virginia, doing business in New Jersey as Ryan Homes, the corporation named in this Deed;**
- (b) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) he knows the proper seal of the corporation which was affixed to this Deed;
- (d) the full and actual consideration paid or to be paid for the transfer of title as defined by N.J.S.A.46:15-5, is **\$85,000.00**

Record and Return  
 Legacy Title Agency, LLC  
 185 W. White Horse Pike, Berlin, NJ 08009  
 856-787-8573  
 Agent File No. LT-8576

*Deborah A. Elenbark*  
 Notary Public of New Jersey  
 Deborah A. Elenbark  
 Notary Public, State of New Jersey  
 My Commission Expires  
 November 16, 2017

**Schedule C – Description**  
“Exhibit A”

ALL that certain tract or parcel of land, situated, lying and being in the Township of Hamilton, County of Mercer, State of New Jersey, more particularly described on a survey made by Michael T. Armstrong, P.L.S., License No. GS35820, of TRC Engineers, Inc., dated January 21, 2016, as follows:

Being known and designated as **Block 2154, Lot (Unit) 12.42 (12 Sundance Drive) (COAH)**; situate in Hamilton Chase, a Condominium, established in accordance with the N.J.S.A. 46:8B-1, et seq., together with an undivided 1.334% interest in the **General Common Elements of said condominium, as existed on the date of acquisition and will be or has been subsequently modified as additional Amendments are added**, appurtenant to the aforesaid unit in accordance with and subject to the terms, conditions, covenants, restrictions, reservations easements, lien as for assessments, and other provisions as set forth in the current Master Deed of Hamilton Chase, a Condominium, dated July 1, 2013, recorded July 10, 2013, in Deed Book 6173, page 1521, First Amendment to the Master Deed for Hamilton Chase, a Condominium as contained in Deed Book 6190, page 449, Second Amendment to the Master Deed as contained in Deed Book 6796, page 888, Third Amendment to the Master Deed as contained in Deed Book 6199, page 317, Fourth Amendment to the Master Deed as contained in Deed Book 6207, page 831, Fifth Amendment to the Master Deed as contained in Deed Book 6207, page 850, Sixth Amendment to the Master Deed as contained in Deed Book 6214, page 858, Seventh Amendment to the Master Deed as contained in Deed Book 6216, page 790, Eighth Amendment to the Master Deed as contained in Deed Book 6220, page 1433, Ninth Amendment to the Master Deed as contained in Deed Book 6223, page 1889, and as same may now or hereafter be lawfully amended.

**Percentage of ownership will decrease proportionally in relation to the new additional Units being annexed and when the Full-Build-Out is completed, the percentage of ownership will be 0.7519%.**

**For Information Purposes Only:** Being Block 2154, Lot 12.42, on the Tax Map of the Township of Hamilton, County of Mercer, State of New Jersey, and more commonly known as 12 Sundance Drive, Hamilton, NJ 08619.

Under and Subject to Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions on Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinancing as contained in Deed Book 6187, page 664.

B-282  
L-104.5

Map 134.02 Block 2154 Lot 12.42

Location 12 SUNDANCE DRIVE

Size 0.7519 % INT

Plotted By JF Date 3-15-16

Remarks \_\_\_\_\_

## 16. GP&TL CONNECTICUT AVENUE

SZAFERMAN, LAKIND,  
 BLUMSTEIN & BLADER, P.C.  
 101 Grovers Mill Road, Suite 200  
 Lawrenceville, New Jersey 08648  
 By: Bruce M. Sattin, Esquire  
 Telephone: 609/275-0400; Fax: 609/779-6068  
 Attorneys for Plaintiff, GP & TL Associates, LLC

RECEIVED  
 11/17/12  
 11/17/12

GP & TL ASSOCIATES, LLC,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION
Plaintiff,	:	MERCER COUNTY
v.	:	DOCKET NO.: L-2339-12
	:	
	:	<u>Civil Action</u>
HAMILTON TOWNSHIP ZONING	:	
BOARD OF ADJUSTMENT,	:	FINAL JUDGMENT BY CONSENT
	:	
Defendant.	:	
	:	

THIS MATTER having come before the Court upon the Complaint in Lieu of Prerogative Writs of the Plaintiff GP & TL Associates, LLC ("GP & TL"), by and through its counsel, Szaferman, Lakind, Blumstein & Blader, P.C., Bruce M. Sattin, Esquire appearing, and the Defendant Hamilton Township Zoning Board of Adjustment (the "Board") having answered by and through its counsel, Michael P. Balint, Esquire, and the parties having amicably adjusted the disputes between them, and for good cause shown; and

WHEREAS, GP & TL is the owner of land know and designated as Map 100; Section 1743, Lot 1, Section 1744, Lot 1; and Section 1746, Lot 1 on the official tax map of the Township of Hamilton (the "Township") and located at Walnut, Connecticut, and Lynwood Avenues (hereafter, "the Property"); and

WHEREAS the Property is located in the Residential -5 ("R-5") zone on the zoning map of the Township; and

WHEREAS, on or about February 23, 2011, GP & TL made an application to the Board for a use variance, bulk variances, and design waivers to permit the construction of eighteen (18) semi-detached, single - family homes for low and moderate income purchasers ("the Application"); and

WHEREAS, the Board held hearings on the Application on May 8, 2012 and June 12, 2012; and

WHEREAS, at the meeting held on June 12, 2012, the Board voted to deny the Application; and

WHEREAS, on September 28, 2012, GP & TL filed a Complaint in Lieu of Prerogative Writs contesting the denial of the Application by the Board; and

WHEREAS, the parties thereafter engaged in extensive settlement discussions; and

WHEREAS, as a result of those discussions, GP & TL agreed to revise the Application to request fourteen (14) semi-detached, single-family homes for low and moderate income purchasers and two (2) market-rate, detached single-family homes on conforming lots (the "Revised Application"); and

WHEREAS, on September 10, 2013, the Board held a hearing, with notice to property owners, with regard to the proposed settlement in accordance with the requirements of Whispering Woods v Middletown Tp. Planning Bd, 220 N. J. Super. 161 (L. Div. 1987); and



WHEREAS, at the conclusion of the hearing the Board voted, five votes in favor and four votes against, to approve the settlement presented to the Board of Adjustment and thereby approved the Revised Application;

IT IS on this 23<sup>rd</sup> day of December, 2013, **HEREBY ORDERED AND ADJUDGED** that:

1. The Revised Application of GP & TL for a use variance, dimensional variances, site plan waivers and preliminary and final site plan approval for fourteen (14) semi-detached, single-family, low and moderate income houses and two (2) detached, single-family market rate houses at the Property in accordance with the settlement of this matter between the parties, is approved. The revised Preliminary and Final Subdivision Plan was reviewed and approved by the Board at its hearing on September 10, 2013.

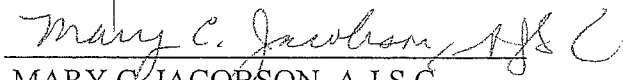
2. The terms of the approval are those adopted by the Board at the public hearing it held on this settlement on September 10, 2013. The 14 semi-detached lots were granted a use variance under N.J.S.A. 40:55 D 70.d to permit semi-detached houses in the R-5 zone and the following variances with respect to performance standards of Section 160-74(5) of the Ordinance:

	<u>Performance Std.</u>	<u>Required</u>	<u>Provided</u>	<u>Variance</u>
(a)	Lot Area	5,000 S.F.	2,701-4,663 S.F.	337-2,299 S.F.
(b)	Lot Frontage	50 ft.	25-33.47 ft.	16.53-25 ft.
(c)	Lot Width	50 ft.	25-47.64 ft.	2.36-25 ft.
(d)	Side Yard (each)	5 ft.	0-5 ft.	0-5 ft.
(e)	Side Yard (total)	10 ft.	0-5 ft.	0-5 ft.

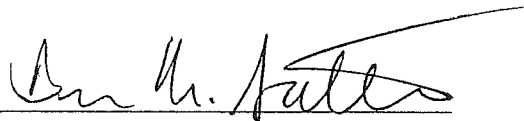
and the following design waivers: waiver of parking requirements; waiver of Form 1B ## 20, 23, 25, 26 and 33, waiver of Form 1C ## 20, 23, 25, 26 and waiver of Form 3C #13. No walkways are required from the sidewalks to the front doors of the houses. The landscaping showing on the plans submitted by GP & TL were found to be acceptable.

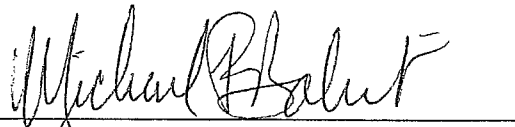
3. The approval was subject to the condition that GP & TL would work out the locations and sizes of fencing for the project with the Township's Planner and Engineer.

4. The Complaint of GP & TL is dismissed with prejudice.

  
\_\_\_\_\_  
MARY C. JACOBSON, A.J.S.C.

We hereby consent to the form, content and entry of the within Consent Order

  
\_\_\_\_\_  
Bruce M. Sattin, Esquire  
Attorney for the Plaintiff

  
\_\_\_\_\_  
Michael P. Balint, Esquire  
Attorney for the Defendant

**RESOLUTION NO.  
HAMILTON TOWNSHIP  
ZONING BOARD OF ADJUSTMENT  
AUTHORIZING SETTLEMENT OF THE LITIGATION ENTITLED GP & TL  
ASSOCIATES, LLC V. HAMILTON TOWNSHIP ZONING BOARD OF  
ADJUSTMENT, ET AL, DOCKET NO. MER-L-2339-12**

WHEREAS, the Zoning Board of Adjustment of the Township of Hamilton has been named as a Defendant in a certain litigation entitled GP & TL Associates, LLC v. Hamilton Township Zoning Board of Adjustment, Docket No. MER-L-2339-12 by which Plaintiff sought to reverse the decision of the Zoning Board of Adjustment denying a use variance sought for property owned by Plaintiff; and

WHEREAS, the Zoning Board of Adjustment has determined that it is in the best interests of the Board and Township of Hamilton to attempt to resolve said litigation; and

WHEREAS, the Zoning Board of Adjustment previously authorized the Township Engineer; Township Planner; and Zoning Board of Adjustment Attorney to review the Zoning Board's position and entertain possible settlement discussions with Plaintiff's representatives by which said litigation might be resolved; and

WHEREAS, as a result of said review of the record and evidence previously presented by the Plaintiff and settlement discussions with Plaintiff's representatives, the Zoning Board of Adjustment was presented with the terms of a possible settlement of said litigation; and

WHEREAS, a public hearing on the terms of the proposed settlement was conducted at a regular meeting of the Board held on September 10, 2013 at which time

interested members of the public were given an opportunity to be heard and offer comment regarding the terms of the proposed settlement; and

WHEREAS, the terms of the proposed settlement were presented by Bruce M. Sattin, Esq. of the firm of Szaferman Lakind, Blumstein & Blader, P.C. appearing on behalf of the Plaintiff; and

WHEREAS, the Zoning Board considered the terms and determined that the entry of a Final Judgment by Consent was warranted under the circumstances and in the best interests of the Zoning Board of Adjustment and the Township of Hamilton:

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Hamilton that the litigation entitled GP & TL Associates, LLC v. Hamilton Township Zoning Board of Adjustment, Docket No. MER-L-2339-12, be resolved by the entry the attached form of Final Judgment by Consent; and

BE IT FURTHER RESOLVED, that the Attorney for the Zoning Board of Adjustment is hereby authorized to execute the attached Final Judgment by Consent on behalf of said Board.

This is a resolution of memorialization of an action taken by the Zoning Board of Adjustment of the Township of Hamilton at a regular meeting held on September 10, 2013.

MOTION: Raymond Donovan

SECOND: Vince Savelli

ROLL CALL: Anthony Celentano, Vince Savelli, Raymond Donovan, Edward Arico, James Kochenour, Richard Kelleher, David Maher

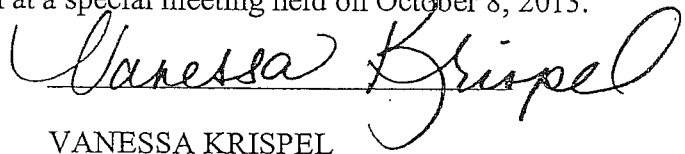
AYES: Vince Savelli, Raymond Donovan, Edward Arico, James Kochenour, Richard Kelleher, David Maher

NAYS: Anthony Celentano, Edward Arico, David Maher

ABSTAINED:

MOTION CARRIED:

The above is a true copy of a Resolution duly adopted by the Zoning Board of Adjustment of the Township of Hamilton at a special meeting held on October 8, 2013.



VANESSA KRISPEL

BOARD SECRETARY

**RESOLUTION NO.  
HAMILTON TOWNSHIP  
ZONING BOARD OF ADJUSTMENT  
AUTHORIZING SETTLEMENT OF THE LITIGATION ENTITLED GP & TL  
ASSOCIATES, LLC V. HAMILTON TOWNSHIP ZONING BOARD OF  
ADJUSTMENT, ET AL, DOCKET NO. MER-L-2339-12**

WHEREAS, the Zoning Board of Adjustment of the Township of Hamilton has been named as a Defendant in a certain litigation entitled GP & TL Associates, LLC v. Hamilton Township Zoning Board of Adjustment, Docket No. MER-L-2339-12 by which Plaintiff sought to reverse the decision of the Zoning Board of Adjustment denying a use variance sought for property owned by Plaintiff; and

WHEREAS, the Zoning Board of Adjustment has determined that it is in the best interests of the Board and Township of Hamilton to attempt to resolve said litigation; and

WHEREAS, the Zoning Board of Adjustment previously authorized the Township Engineer; Township Planner; and Zoning Board of Adjustment Attorney to review the Zoning Board's position and entertain possible settlement discussions with Plaintiff's representatives by which said litigation might be resolved; and

WHEREAS, as a result of said review of the record and evidence previously presented by the Plaintiff and settlement discussions with Plaintiff's representatives, the Zoning Board of Adjustment was presented with the terms of a possible settlement of said litigation; and

WHEREAS, a public hearing on the terms of the proposed settlement was conducted at a regular meeting of the Board held on September 10, 2013 at which time

interested members of the public were given an opportunity to be heard and offer comment regarding the terms of the proposed settlement; and

WHEREAS, the terms of the proposed settlement were presented by Bruce M. Sattin, Esq. of the firm of Szaferman Lakind, Blumstein & Blader, P.C. appearing on behalf of the Plaintiff; and

WHEREAS, the Zoning Board considered the terms and determined that the entry of a Final Judgment by Consent was warranted under the circumstances and in the best interests of the Zoning Board of Adjustment and the Township of Hamilton:

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Hamilton that the litigation entitled GP & TL Associates, LLC v. Hamilton Township Zoning Board of Adjustment, Docket No. MER-L-2339-12, be resolved by the entry the attached form of Final Judgment by Consent; and

BE IT FURTHER RESOLVED, that the Attorney for the Zoning Board of Adjustment is hereby authorized to execute the attached Final Judgment by Consent on behalf of said Board.

This is a resolution of memorialization of an action taken by the Zoning Board of Adjustment of the Township of Hamilton at a regular meeting held on September 10, 2013.

MOTION: Raymond Donovan

SECOND: Vince Savelli

ROLL CALL: Anthony Celentano, Vince Savelli, Raymond Donovan, Edward Arico, James Kochenour, Richard Kelleher, David Maher

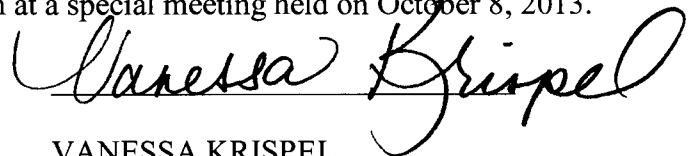
AYES: Vince Savelli, Raymond Donovan, Edward Arico, James Kochenour, Richard Kelleher, David Maher

NAYS: Anthony Celentano, Edward Arico, David Maher

ABSTAINED:

MOTION CARRIED:

The above is a true copy of a Resolution duly adopted by the Zoning Board of Adjustment of the Township of Hamilton at a special meeting held on October 8, 2013.



VANESSA KRISPEL

BOARD SECRETARY



## 17. HAMILTON SENIOR LIVING



INSTR # 2018025204  
 D BK 6330 PG 742 Pgs 742 - 747 (6 pgs)  
 RECORDED 06/14/2018 09:41:08 AM  
 PAULA SOLLAMI COVELLO, COUNTY CLERK  
 MERCER COUNTY, NEW JERSEY

OFFICE OF THE MUNICIPAL CLERK  
 TOWNSHIP OF HAMILTON  
 2090 GREENWOOD AVENUE - RM. 210  
 PO BOX 00150  
 HAMILTON, NJ 08650-0150

Mercer County Clerk  
 Paula Sollami Covello  
 PO Box 8068  
 240 West State Street  
 6<sup>th</sup> Floor  
 Trenton NJ 08650

TOWNSHIP OF HAMILTON

JUL 6 2018

DIVISION OF PLANNING

Official Use Only – Realty Transfer Fee

Date of Document	5/30/2018	Type of Document	Deed
First Party Name	Township Of Hamilton	Second Party Name	Columbia/Wegman Hamilton NJ, LLC
Additional Parties			

THE FOLLOWING SECTION IS **REQUIRED** FOR DEEDS ONLY  
**BUT SUGGESTED FOR ALL DOCUMENTS**

Lot	22	Block	2173
Municipality	Township Of Hamilton	Consideration	
Mailing Address of Grantee	1910 Fairview Avenue E Suite 200 Seattle, Washington 98102		

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	Original Page
---------------	---------------

DD5  
 6 pgs  
 \$11.00  
 Act 9

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

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

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

THIS DEED RESTRICTION, entered into as of this the 30<sup>th</sup> day of May, 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 (“the Township”), and Columbia/Wegman Hamilton NJ, LLC, a limited liability company of the State of Delaware, having offices at 1910 Fairview Avenue E, Suite 200, Seattle, Washington 98102 (“Owner”). Owner is the developer/sponsor of a senior assisted living facility consisting of a 93,879 square foot two story building containing 111 dwelling units and ancillary facilities, including an entry common area/lobby, laundry services, dining rooms, kitchen space, interior courtyard and outdoor patio area, administrative office space, conference rooms, nurses office, wellness and craft/exercise rooms, a café, card rooms, lounge, computer station, library, and theater for showing movies. The facility includes a memory care wing that includes private and semi-private suites. Many of the dwelling units are assisted living resident suites, which are all private suites. The facility is commonly known as “Hamilton Senior Living.”

WITNESSETH

Article 1. Consideration

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

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 2173, Lot 22 as shown of the Tax Map of the Township of Hamilton and is known by the street address: Yardville-Hamilton Square Road, Hamilton Township, Mercer County, New Jersey. The resolution for Application No. 15-10-149, adopted by the Hamilton Township Zoning Board on August 9, 2016, memorializes the grant of preliminary and final site plan approval, use and bulk variance approval, and other relief with respect to the Property and the Project. The Project includes 11 Medicaid beds, as designated from time to time by owner, at least half of which shall be made available to and rented at affordable rents to low-income individuals (those whose income is 50% or less of area median income ("AMI") as defined by the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, *et seq.* (UHAC) and, more specifically, with four beds designated for low-income individuals, two beds designated for very low-income individuals, and the remainder designated for moderate-income individuals, as the terms "very low", "low" and "moderate" are defined by UHAC. Each bed shall be referred to as a "Restricted Unit" and collectively as the "Restricted Units", and each bed shall be rented at rent levels affordable to its designated income level.

Notwithstanding that *N.J.S.A. 26:2H-12.16* as in effect on the date of this Deed Restriction requires that only ten percent (10%) of the total bed compliment of an assisted living facility be reserved for use by Medicaid eligible persons, the Owner reserves the right, but not the obligation, to be exercised in its sole discretion from time to time and at any time or no time during which this Deed Restriction is in force, to rent any or all of the assisted living apartments to recipients of Medicaid waivers administered through the Enhanced Community Options (ECO) waiver program implemented in response to the Omnibus Budget Reconciliation Act (OBRA) of 1981, Section 2176, Public Law 97-35.

### Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each Restricted Unit, commencing upon the latter of the date hereof or the date on which the first certified Medicaid-eligible person occupies a Restricted Unit, and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each Restricted Unit shall remain subject to the requirements of this subchapter, to the extent same are applicable to assisted-living facilities, the "Control Period," until the Township elects to release it from such requirements. Prior to such a municipal election, a Restricted Unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Restricted Units shall be used solely for the purpose of providing the Restricted Units for very low-, low-, and moderate-income individuals, and no commitment for any such Restricted Units shall be given or implied, without exception, to any person who has

not been certified for that Restricted Unit in writing by the Township's Administrative Agent. So long as any Restricted Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Such approval shall not be unreasonably withheld, and the Administrative Agent's review shall be limited to whether the facility conforms to all building code requirements, whether it is being properly maintained, and whether the purchaser understands its affordable housing obligations, including the breakdown of very low-, low-, and moderate-income units. At such time, the purchaser shall acknowledge that the property is subject to this Deed Restriction, and the Buyer shall confirm that the property is in conformance with its obligations thereunder. The purchaser thereafter shall annually advise the Administrative Agent how the Restricted Units are being distributed. Notwithstanding the foregoing, nothing in these Deed Restrictions shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to these Deed Restrictions subsequent to any such foreclosure or deed in lieu of foreclosure.

- C. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- D. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

#### Article 4. Remedies for Breach of Affordable Housing Covenants

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

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

those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

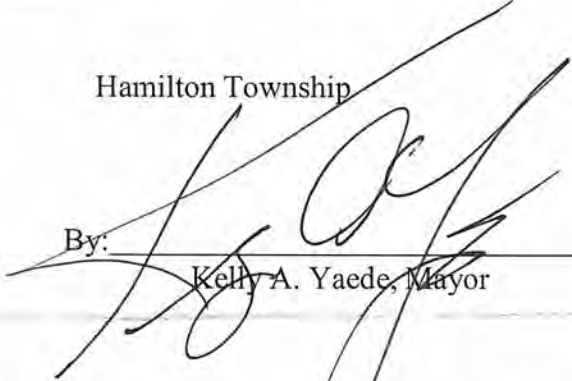
IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST:

Hamilton Township

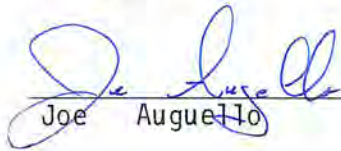
  
Eileen A. Gore, RMC, CMC

By:

  
Kelly A. Yaede, Mayor

WITNESS:

Columbia/Wegman Hamilton NJ, LLC

  
Joe Augello

By:

  
Todd Seneker  
Title: *Managing Partner, Real Estate*  
Managing Partner, Real Estate

ACKNOWLEDGEMENTS

STATE OF WASHINGTON )

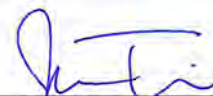
) SS:

COUNTY OF KING )

I CERTIFY that on this 23 day of April, 2018, before me, the subscriber, personally appeared Todd Seneker who I am satisfied is the person who executed the foregoing instrument as Managing Member of Columbia/Wegman Hamilton NJ, LLC, a Delaware limited liability company, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Columbia/Wegman Hamilton NJ, LLC.

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




  
Notary Public  
My Commission Expires: April 5, 2022

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

I CERTIFY that on this 30<sup>th</sup> day of May 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

  
Notary Public  
My Commission Expires

**BRITTANI RADICE-CALDERONE  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 2395047  
My Commission Expires 6/5/2020**

**RESOLUTION AND MEMORIALIZATION OF THE  
TOWNSHIP OF HAMILTON, COUNTY OF MERCER,  
STATE OF NEW JERSEY, GRANTING PRELIMINARY AND  
FINAL SITE PLAN, USE VARIANCE, AND BULK  
VARIANCE FOR PROPERTY KNOWN AND DESIGNATED  
AS MAP 186, SECTION 2173, LOT 22, AKA YARVILLE  
HAMILTON SQUARE ROAD, HAMILTON TOWNSHIP,  
MERCER COUNTY, NEW JERSEY.  
APPLICATION NO. 15-10-049**

Approval Date: June 14, 2016  
Memorialized on: August 9, 2016

**WHEREAS**, the Zoning Board of Adjustment of the Township of Hamilton, County of Mercer, State of New Jersey, (the “Zoning Board”) is empowered, pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1, *et seq.*, to hear and determine certain applications for development; and

**WHEREAS**, the Board has received an application for preliminary and final site plan, use variance and bulk variance relief, as well as design waiver relief for property known and designated as Map 186, Section 2173, Lot 22, a/k/a Yardville Hamilton Square Road, Hamilton Township, New Jersey (the “property”); and

**WHEREAS**, the Estate of Lillian Haustowich is the owner (the “Owner”) of the property and Columbia/Wegman Acquisitions, LLC is the Applicant (the “Applicant”). The Property is located in the Research Development (RD) Zone; and

**WHEREAS**, the Applicant is represented by Gary S. Forshner, Esquire of Princeton, New Jersey; and

**WHEREAS**, the Application was deemed complete on or by May 23, 2016; and

**WHEREAS**, the purpose of the application is to obtain relief in order to permit it to construct a 94,640 sq. ft. assisted living and memory care building. 54,557sq. ft. will be located on the first floor and will include the entry common area/lobby, laundry services,

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several dining rooms, kitchen space, access to an interior courtyard and outdoor patio area, administrative office space, conference room space, nurses' office, wellness and craft/exercise room, and other ancillary uses. The balance of the first floor area is dedicated to the memory care wing of the building which includes private and semi-private suites. The second floor of the building will be 40,083 sq. ft. It will include an entry common area, laundry services, café, activity kitchen, card rooms, a lounge, computer stations, a library, and a theater for showing movies. The remainder of the second floor is dedicated to assisted living residential suites, which are all private suites (collectively called the "project"); and

**WHEREAS**, in consideration of the application, the Zoning Board has reviewed the following documents and materials:

- Preliminary and Final Site Plans, prepared by Maser Consulting, dated September 24, 2015 (sheets 1 of 14); last revised May 13, 2016 (sheets 1 of 15);
- Floor Plans and Elevations, prepared by Daniel Roach Architect, dated September 24, 2015 (sheets A1 .0 to A6.0, E1 and E2);
- Exterior Elevations (sheet A3.0.), Site Details (sheet A5.0) and Roof Plan (sheet A7.0). prepared by Daniel Roach Architect, dated May 6, 2016;
- Boundary and topographic Survey, prepared by Maser Consulting, dated April 22, 2015, revised July 15, 2015 (sheet 1 of 1);
- ALTA/ACSM Land Title Survey, prepared by Maser Consulting, dated April 22, 2015 (sheet 1 of 1);
- Site Photographs, dated September 29, 2015 (3-8 ½" by 11" sheets);
- Performance Guarantee Cost Estimate, prepared by Maser Consulting, dated September 24, 2015 (2 pages); last revised May 13, 2016 (3 pages);
- Project Narrative for Hamilton Senior Living, prepared by Columbia/Wegman Acquisitions LLC, dated September 24, 2015 (12 pages);
- Hamilton Senior Living Exterior Lighting Cut Sheets, prepared by Daniel Roach, Architect, dated September 24, 2015 (28 pages);
- Tree Removal and Replacement Plan, prepared by Maser Consulting, dated September 24, 2015 (sheet 01 of 01); last revised May 13, 2016 (sheet 01 of 01);

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- Freshwater Wetlands Letter of Interpretation: Line verification, prepared by NJDEP Lou Cattuna, Supervisor, Division of Land Use Regulation, dated August 17, 2015 (3 pages);
- Flood Hazard Verification Plan, prepared by Maser Consulting, dated June 19, 2015 (sheet 1 of 1), last revised September 17, 2015 (sheet 1 of 1); with Flood Hazard Area Verification Approval letter, prepared by NJDEP dated October 8, 2015 (3 pages);
- Traffic Impact Study, prepared by Maser Consulting, dated September 24, 2015;
- Report of Subsurface Exploration - Stormwater Infiltration Evaluation, prepared by Maser Consulting, dated September 17, 2015;
- Environmental Impact Statement, prepared by Maser Consulting, dated September 2015; Report of Phase I Environmental Site Assessment & Limited Phase II Investigation, prepared by Maser Consulting, dated April 2015;
- Roadway Improvements Plan for Hamilton Senior Living, prepared by Maser Consulting, dated February 2016 (sheets I of 19);
- NJDEP Permitting Plan for Hamilton Senior Living prepared by Maser Consulting, dated November 19, 2015 (sheets I of 2);
- Truck Circulation Plan prepared by Maser Consulting dated May 13, 2016 (sheet I of I)
- Hamilton Senior Living Recycling Plan, prepared by Maser Consulting, dated May 13, 2016;
- Plan Review response letter, prepared by Maser Consulting, dated May 16, 2016 (29 pages): Response to Township Review Letter, dated January 12, 2016 - Stormwater Management Report Review Item, dated May 16, 2016 (2 pages); and
- Right-of-Way Dedication prepared by Maser Consulting, dated May 13, 2016 (2 pages) and Lighting Site Plan and Photometric Site Plan, prepared by Daniel Roach Architect, dated May 6, 2016 (sheets E1 and E2).

In addition, in reviewing the application, the Zoning Board has considered the following Memorandum and review letters from its professional administrative staff:

- A. Memorandum from Richard W. Watson, Director, dated October 20, 2015;
- B. Memorandum from Scott McCormick, Fire Official, dated October 14, 2015;
- C. Memorandum from Richard S. Williams, P.E., P.P., last revised May 23, 2016;
- D. Memorandum from Richard C. Poppert, P.P., last revised May 26, 2016; and
- E. Memorandum from Banc3, Inc., dated January 12, 2016, last revised June 3, 2016.

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**WHEREAS**, testimony was received by the Zoning Board at the Public Hearing held on June 14, 2016 as follows:

I. Gregory Elmore, testified as follows:

- a.) He has received a Bachelor's of Science Degree from Texas A&M. He received an Environmental Design Degree in 1992.
- b.) He has been employed in the health care industry since 1994.
- c.) He is the project manager of this project.
- d.) The architectural plans reviewed by the Zoning Board were prepared under his supervision.
- e.) He identified the property pursuant to A-1 (which is an aerial exhibit prepared by Maser Consulting, dated June 14, 2016).
- f.) The adjoining development to the property is "Twin Ponds" which is a complex of a series of age-restricted apartments.
- g.) The New Jersey Department of Health has provided the required Certificate of Need.
- h.) He identified and explained in detail the first floor plan of the project (A-2).
- i.) He testified that there will be one entrance to the building but many exits.
- j.) There will always be nurses on staff who will have authority to provide medicine for each of the residents.
- k.) The memory care unit will be located on the "left side." There will be a total of 111 units. 79 will be assisted living units and 32 will be memory care units.
- l.) He identified the second floor plans which will be restricted only to assisted living units (A-3).
- m.) He identified the site plan colored landscaping plan (A-4).
- n.) All HVAC units will be located in the "well" on the roof/attic.

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- o.) A design waiver has been requested for the two parallel parking spots, for short term parking purposes.
- p.) A design waiver is requested to allow for 8 ft. high fence rather than the required 6 ft. fence. The fence will be an open aluminum black fence. It will be 8 ft. high and decorative. It will be approximately 60-ft. long. The applicant has requested this design waiver in order to prohibit any residents from attempting to scale the fence and get outside the project. Inside the fence will be an outdoor walking area for the memory care residents.
- q.) The project will be enhanced with a walking trail for assisted living residents.
- r.) The building will be staffed 24/7 by appropriately certified nurses and care specialists.
- s.) It is anticipated that the project will receive food and other items from semi-trailers at most two times per week. In addition, it is anticipated that no more than three times per week the project will receive other necessary items from three-axle trucks.
- t.) As to the parking issue, only 2% of the assisted living residents have a need for cars, according to his experience and information.
- u.) Mr. Elmore testified and identified the architectural details (A-5, 6, 7 and 8). A-6 shows the four views/corners of the buildings. A-7 is a close-up view of the dining room and activity space. A-8 is a color palette showing colonial brick, earth tone colors with green color on top.
- v.) Mr. Elmore testified that it has been his experience, for more than 25 years, that visitors do not stay at the site during high visit times and, therefore, the number of parking spaces have been taken into account.
- w.) It is his experience that normally visitors during high visit times (i.e., Christmas, Mother's Day, etc.) pick up the residents and go off the property for dinner.
- x.) Sixty-eight (68) parking stalls are provided. He testified that in his opinion, based upon his vast experience in this field, sixty-eight (68) parking spaces is more than sufficient to accommodate this project.

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II. Julia G. Algeo, P.E. testified on behalf of the Applicant as follows:

- a.) The property is in effect a reverse pie-shaped property. It is wider in the front and narrower in the rear. It is impacted by freshwater wetlands (which require a 50 ft. buffer). The property slopes from the south to the north toward the stream. Northeast of the site is the Homestead at Hamilton Assisted Living Complex which is currently under construction. Therefore, the property is between an age-restricted apartment complex and a proposed assisted living complex.
- b.) The property will be improved with a retention basin to the north of the site.
- c.) The overall building is approximately 250 ft. wide and 514 ft. long.
- d.) The bulk variances as requested are as follows:
  - 1. Front yard setback – 150 ft. required versus 81.3 ft. provided. The front yard setback is still greater than that with the adjoining property, Twin Ponds, from Yardville Hamilton Square Road. Twin Ponds has a front yard setback of 76.9 ft. (150 ft. required).
  - 2. Side yard setback – 100 ft. required versus 75.7 ft. provided. In addition, the side yard setback for Twin Pond is also less than the side yard setback for this project. The side yard setback for Twin Ponds is 63.5 ft. (100 ft. required).
  - 3. Front yard setback for the monument sign (50 ft. required – 13.9 ft. provided).
- e.) The FAR is 0.24 (0.25 allowed).
- f.) Most of the parking stalls will provide for head-on parking with two parallel parking spaces.
- g.) There will be sixty-one (61) 19'x 20' parking stalls; one (1) 14'x 25' (facility van space) parking space; four (4) 12'x20' handicapped parking spaces; and two (2) 11'x 26.5' parallel parking spaces.
- h.) The project will be improved with Belgian block curbing.
- i.) The loading area and refuse area is located to the north of the site.
- j.) Although a variance for the monument sign is required, it will be approximately twenty-six (26') feet from the paved driveway of Yardville-Hamilton Square Road.

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- k.) The Monument sign will be approximately 24 sq. ft., much smaller than what is permitted in the zone.
- l.) There will be two flags placed on the property. One will be the United States Flag (30 ft. high) and the second would be the New Jersey State Flag (25 ft. high).
- m.) The impervious lot coverage will be 34.1% (55% permitted).
- n.) There will be a variable width right-of-way dedication along Yardville Hamilton Square Road.
- o.) There will be a sidewalk network throughout the complex.
- p.) In terms of stormwater management, it will meet all NJDEP requirements. There will be a wet pond to the north of the site which will be clay lined (approximately 5.6 ft. to 6 ft. deep). In addition, there will be an underground infiltration basin in the northeast portion of the site. There will be no increase in offsite runoff.
- q.) The applicant proposes low impact development techniques, including flushed curbs, which will convey stormwater runoff to a swale.
- r.) There will be minimal impervious coverage.
- s.) The property will be improved with native plant materials.
- t.) The property will be serviced by public sanitary sewer and water.
- u.) The building will be sprinklered for fire protection.
- v.) The Applicant has previously received all necessary outside agency approvals including Mercer County Planning Board; Mercer County Soil Conservation District; and NJDEP approvals including the LOI, Wetlands Permit and Flood Hazard Area Permit.
- w.) A Use Variance is required because assisted living facilities are not permitted in the RD Zone.
- x.) The following Design Waivers/Bulk Variances are being requested:
  - 1.) Minimum Lot area;
  - 2.) Front yard setback;
  - 3.) Side yard setback;

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- 4.) Sign setback;
- 5.) Parking setback from Lot line (38.1 ft. provided versus 50 ft. required);
- 6.) Parking in the front yard (without providing a landscape berm);
- 7.) Buffer to a residential use;
- 8.) Fence height; and
- 9.) Two parallel parking spaces.

III. Jeffrey Fiore, P.E. testified as follows:

- a.) He is a duly certified and registered civil engineer with a major emphasis in traffic engineering. He received his license to practice engineering in New Jersey in 2006. He is also duly licensed in New York and Pennsylvania. He has testified in more than 100 applications before Planning Boards and Zoning Boards of Adjustment.
- b.) The traffic for this proposed site will be substantially less than what would normally be the case in a permitted use application in the RD Zone. For an office space of approximately 99,000 sq. ft. there would be at least 150 peak hour trips of traffic. That is compared to the approximate 20/30 trips which are estimated for this project.
- c.) The off-peak hour shift changes proposed by the Applicant are a positive benefit. The shift changes will be 5:00 a.m.; 2:00 p.m.; and 9:00 p.m. that will assist in minimizing trip traffic during normal heavy peak hours.
- d.) The level of service is an acceptable level of service which suggests approximately no more than a twenty-five (25) second waiting time.
- e.) In his expert opinion, there will be no impact on the existing roadways.
- f.) Sixty (60) parking spaces are calculated based on the published parking standards found in the Institute of Transportation Engineers (ITE) publication, 4<sup>th</sup> Edition. However, sixty-eight (68) spaces are proposed.
- g.) According to Residential Site Improvement Standards (RSIS), 0.5 spaces per bed are required which would mandate fifty-six (56) spaces. According to the Institute of Traffic Engineers (ITE), the proposed number of parking spaces is acceptable and will not cause any adverse impact to the surrounding neighborhood nor to the existing roadways.

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- h.) Yardville Hamilton Square Road is a 45 m.p.h. roadway.
- i.) The pedestrian path crosses a green area from the parallel spaces and an appropriate concrete sidewalk should be provided. The Applicant has agreed to do so.
- j.) The Staff will be directed to park on the north, southeast and east parking spaces in order to allow residents and visitors to park closer to the entranceway.

IV. Raymond C. Liotta, PP, testified as follows:

- a.) He has received a Bachelor's of Science degree in the field of landscape architecture.
- b.) He has been a certified landscape architect since 1985.
- c.) He received a professional planners license in New Jersey in 1988.
- d.) The Applicant has followed the Township Ordinance requirements which mandate the number of trees to be removed.
- e.) There will be a berm on the southwest portion of the property. The buffer will be heavily landscaped.
- f.) There will be a buffer between this property and the adjoining Twin Ponds along the northernmost portion of Twin Ponds.
- g.) None of the trees to be removed as part of the construction will be greater than ten (10") inch caliper.
- h.) Fourteen (14) trees will be added to the southern buffer.
- i.) All plantings and trees will be native to the area.
- j.) He identified A-9 which is a Zoning exhibit prepared under his direction.
- k.) There is an existing Township pump station located to the north of the site.
- l.) There is a contractor's yard northeast of this site.

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- m.) This site is surrounded by a Township park to the west; Twin Ponds age restricted apartments to the south; with a proposed assisted living facility to the northeast; and a planned neighborhood complex to the southwest.
- n.) This property is not in contact with any adjoining property which has a use permitted in the RD Zone and, therefore, is an "island" in the RD Zone in terms of permitted uses which surround this property.
- o.) This site is particularly suited for this project. It will provide for low traffic intensity and low impact intensity.
- p.) This project will achieve many of the goals of the Township's Master Plan. For instance, it will achieve the proper balance of various land uses. It will enhance the neighborhood. It will provide a realistic opportunity for various types of development.
- q.) It will be more compatible with neighboring uses than any permitted uses in the RD Zone.
- r.) In addition, because of the unique shape of the property and its environmental constraints, all of the variances requested should be granted. There is a stream corridor to the north. The Applicant has obtained all wetland and flood hazard approvals from NJDEP.
- s.) In his opinion, this property qualifies for a variance pursuant to the provisions of N.J.S.A. 40A:55D-70(d)(1). It is an inherently beneficial use and, therefore, the positive criteria of the statute has been established. There will be no detriment to the public good because of the manner in which the property will be landscaped and is surrounded by other existing uses. Therefore, the negative criteria of the statute are also complied with.
- t.) The property will be well landscaped and buffered.
- u.) This is a better alternative than permitted uses in the RD Zone considering the surrounding neighborhood.
- v.) The sign setback for the Twin Ponds project and the Briarwood project is only 10-ft. therefore the sign setback variance requested herein is less of an adverse impact than those two projects. For the above reasons, the Applicant has complied with the proofs to legitimate granting the bulk variances pursuant to N.J.S.A. 40:55D-70(c)(1)(2).

**WHEREAS**, the Public Hearing held on June 14, 2016, the following documents were entered into evidence:

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- A-1 Aerial Exhibit prepared by Maser Consulting, dated June 14, 2016;
- A-2 First Floor Plans;
- A-3 Second Floor Plans;
- A-4 Colored Landscape Site Plan;
- A-5 Elevations of the Entry Common Area
- A-6 Four Views of Corners of the Building
- A-7 Elevations showing a close-up of the dining room and activity space;
- A-8 Color Palette
- A-9 Zoning Exhibit

**WHEREAS**, the Applicant recognizes its obligation to comply with the Township Affordable Housing requirements; and

**WHEREAS**, the Applicant has agreed to try and coordinate paving its portion of the Yardville Hamilton Square Road with the proposed paving in front of the Twin Ponds project in order that it can be undertaken and completed at the same time; and

**WHEREAS**, there being no public opposition or comment with regard to the application; and

**WHEREAS**, the Applicant has complied with all notification requirements of the Township Land Use Ordinance; and

**WHEREAS**, it appearing that all requisite fees and real estate property taxes have been paid in full to date; and

**WHEREAS**, the members of the Board voting on this Resolution attended the meeting at which the Applicant was heard, and voted in favor of the actions memorialized herein; and

**NOW, THEREFORE, BE IT RESOLVED BY THE ZONING BOARD OF ADJUSTMENT** of the Township of Hamilton, County of Mercer, State of New Jersey, this 14<sup>th</sup> day of June, 2016, that the preliminary and final site plan, bulk variance, design waiver,

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KOUTSOURIS & CONNORS**

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and use variance, be and are hereby approved for the project, subject to the following conditions:

1. The Applicant will comply with all technical and plat detail requirements set forth in the various review letters and memoranda from the Township professional staff as set forth hereinabove.
2. The Applicant will comply with the Affordable Housing requirements of the Township and its appropriate regulations and statutes of the State of New Jersey.
3. The Applicant will attempt to coordinate paving the area of Yardville Hamilton Square Road to be dedicated at the same time as the roadway is being improved in front of Twin Ponds.
4. The Applicant will revise the project to reflect that parking for all staff including kitchen staff will be directed towards the north, southeast and east parking lots.
5. A pedestrian path will be installed across the green area from the parallel spaces so as to restrict pedestrian traffic along the green areas.
6. The facility will have duly licensed nurses 24/7.

In order to approve the aforementioned Resolution, the Zoning Board has made the following findings of fact, in consideration of the uncontroverted expert testimonies submitted on behalf of the Applicant and the review of various letters from its professional staff:

1. The Applicant is the Contract Purchaser of the property and has a proprietary interest in the application. This application is submitted with the consent of the owner.

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2. All requisite fees and real estate property taxes have been paid in full to date.
3. The Applicant has complied with all notification requirements of the Township Land Use Ordinance.
4. The Application is, therefore, a "complete application" as defined by the New Jersey Municipal Land Use Law.
5. This is an inherently beneficial use of the property. An assisted living/cognitive care use has been recognized by the courts of New Jersey as an inherently beneficial use. Therefore, the Applicant complies with the positive criteria required to grant a Use Variance in accordance with the provisions of N.J.S.A. 40A:55D-70(d)(1).
6. In addition, the Applicant has, for the reasons set forth hereinabove, complied with the negative criteria of the aforementioned statute to legitimate the Use Variance application. For instance, the Applicant has provided expert testimony that there will be no adverse impact on the surrounding properties. Although this use is not a permitted use in the RD Zone, the property is surrounded by an age restricted apartment complex and an assisted living facility, both of which are also not permitted uses in the RD Zone. To the west of this site, across Yardville Hamilton Square Road, is a Township park. To the southwest of the site is an existing residential community. The Applicant has provided sufficient uncontroverted testimony that there

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will be no adverse impact on the surrounding neighborhood and, in fact, this site will be in general conformance with the neighborhood.

7. The Applicant has obtained all outside agency approvals including but not limited to approvals from the Mercer County Planning Board, Mercer County Soil Conservation; Wetlands approval; Flood Hazard Permit approval; and LOI approval from the NJDEP.
8. The property is constrained by existing environmental issues including freshwater wetlands onsite which require 50 ft. buffer. In addition, the property is uniquely shaped. It is larger along the front of Yardville Hamilton Square Road and more narrow to the far east of the site. These environmental constraints and the shape and size of the property, as well as the non-adverse impact to the surrounding property owners, legitimate the granting of variances in accordance with the provisions of N.J.S.A. 40:55D-70(c)(1)(2).
9. For instance, but not by way of limitation, the front yard setback variance requests are less intense than the front yard setback nonconformity on the adjoining Twin Ponds property. In addition, the variance for the setback of the monument signs is less intense than both Twin Ponds and the residential property to the west of this site. In addition, the size of the sign (24 sq. ft.) is much less than what would be permitted on the RD Zone (300 sq. ft. permitted). The parking buffer (38.1 ft versus 50 ft. required) is less intense than the adjoining property and the landscaping will be adequate to screen the parking

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spaces from the adjoining age restricted apartment complex. In addition, the provided buffer to the adjacent residential use will be adequate to shield this project from the adjoining age restricted apartment complex.

10. The Applicant has provided sufficient reasons pursuant to the provisions of N.J.S.A. 40A:55D-51 to legitimize the design waivers. For instance, but not by way of limitation, the design waiver requesting an eight (8') foot high fence rather than a six (6') foot high fence should be granted in order to assure that residents would not attempt to scale the fence and get outside the project. The design variance for the two parallel parking spaces should be granted inasmuch as it will assist the parking situation within the project rather than head-on parking.
11. Shift changes will be during off-peak hours and that will assist the minimal traffic impact to the roadways.
12. The proposed use of this property will be less intense from an off-site traffic and on-site parking issue than other permitted uses in the zone. As testified to by Mr. Liotta, the Zoning Board finds that this application as modified herein meets the goals and intents of the Township Master Plan as well as the goals of the New Jersey Municipal Land Use Law, in particular, N.J.S.A. 40:55D-2.
13. This application, as modified, is more compatible with the neighborhood than an allowable use in the RD Zone.

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Roll Call on the Application on June 14, 2016.

Moved: Raymond Donovan  
Second: James Kochenour  
Ayes: Raymond Donovan, Vincent Savelli, Edward Arico, James Kochenour,  
Michael Gerstnicker, Richard Kelleher

Nays:

Roll Call on the Resolution on August 9, 2016.

Moved: Raymond Donovan  
Second: James Kochenour  
Ayes: Raymond Donovan, Edward Arico, James Kochenour, Michael Gerstnicker,  
Richard Kelleher

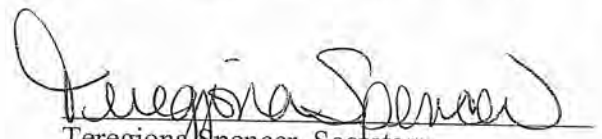
Nays:

The date of the decision shall be August 9, 2016, except the date of decision for purposes of 1.) mailing a copy of the decision to the Applicant within ten (10) days of the date of the decision; 2.) filing a copy of the decision with the Administrative Officer; and 3.) publication of the Notice of Decision. The date of the publication of the Notice of Decision shall be the date for commencement of the vesting protection.

### CERTIFICATION

I, Terejona Spencer, the Secretary of the Zoning Board of the Township of Hamilton, do certify that the foregoing is a true and correct copy of the Resolution duly adopted by the Zoning Board of the Township of Hamilton at its regular meeting held on August 9, 2016.

**DASTI, MURPHY  
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Terejona Spencer, Secretary  
Hamilton Township Zoning Board

# Daniel Roach architect

December 5, 2016

Mr. Michael Guhanick, Land Use Coordinator  
Hamilton Township  
Community Planning and Compliance  
2090 Greenwood Avenue  
P.O. Box 00150  
Hamilton, NJ 08650

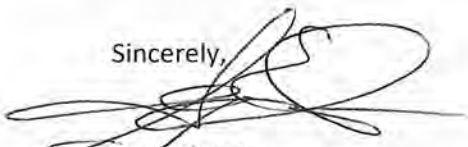
Re: Hamilton Senior Living  
Block 2173, Lot 22  
Hamilton Township, Mercer County, NJ  
**Township Application # 15-10-049**  
MC Project No. 14002036A

*In response to Comment 4 from the Memorandum from Richard S. Williams, P.E., P.P., CME, Director of CP&C and Township Engineer, Division of Engineering, dated November 2, 2015 revised May 23, 2016, we offer the following.*

Comment: The applicant is required to provide a construction schedule describing the start and completion of all work, including but not limited to: site work, road widening, and all off-site improvements. The schedule shall be presented in excel, word or other format acceptable to the Township Engineer and shall show start and completion dates of the detailed elements of work. The schedule shall show that the road widening, utility relocations, and all other off-site improvements are done concurrently with or prior to the on-site work so that the work is done prior to occupying any part of a new building.

Response: Due to the fact that we do not have end dates for our approvals and permits, we do not have a solid construction schedule for this project. We have built this building, or similar, in several locations around the Country, and these buildings, including off-site work, take eleven (11) to fourteen (14) months to construct. The difference in the timing is due strictly to site and weather conditions. If this project starts in the winter months, there is a cold and wet factor that would increase the construction schedule. We are very aware of the off-site improvements required with this project, and we are aware these improvements are required to be completed and approved prior to issuance of occupancy for the Senior Housing Building. Since the off-site improvements are a separate permit from the on-site improvements, if the Township (and other governing entities) is willing, the applicant would entertain pulling the off-site permits earlier than the on-site permits and starting construction within the ROW. The ultimate timing of this work would be determined on an agreeable start date for on-site work as well. Attached is a SAMPLE construction schedule for the on-site work for your reference. There is no off-site schedule in this sample, but it would run prior to, or concurrent with any on-site construction.

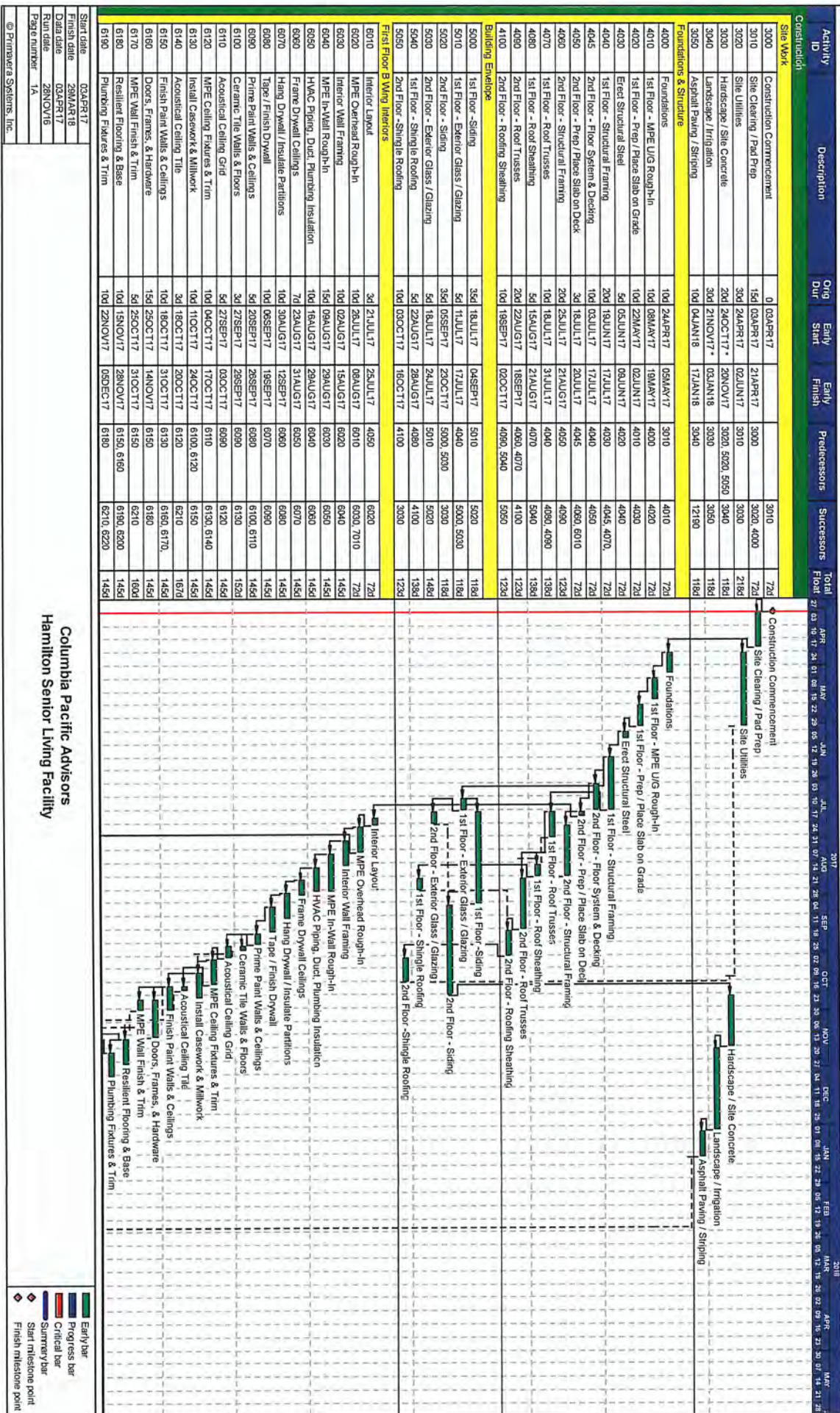
Sincerely,



Greg Elmore  
Daniel Roach Architect



Exhibit B  
Construction Schedule



Start date	03APR17
Finish date	29MAR18
Data date	03APR17
Run date	28NOV16
Page number	1A

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- █ Early bar
- █ Progress bar
- █ Critical bar
- █ Summary bar
- █ Start milestone point
- █ Finish milestone point

Exhibit B  
Construction Schedule

Activity ID	Description	Orig Dur	Early Start	Early Finish	Predecessors	Successors	Total Float
6200	Interior Glazing	2d	28NOV17	29NOV17	6180	6220	150d
6210	Install Carpet & Base	7d	29NOV17	30NOV17	6140, 6170, 6190	6230	145d
6220	Install Toilet Accessories	5d	29NOV17	03DEC17	6230	145d	
6230	Cleanup & Punchlist	5d	01DEC17	07DEC17	6200, 6210, 6220	12190	145d
<b>First Floor Core Interiors</b>							
7010	Interior Layout	3d	09AUG17	11AUG17	6020	7020	72d
7020	MPE Overhead Rough-in	10d	14AUG17	23AUG17	7010	7030, 8010	72d
7030	Interior Wall Framing	10d	21AUG17	01SEP17	7020	7040	142d
7040	MPE In-Wall Rough-in	10d	28AUG17	08SEP17	7030	7050	142d
7050	HVAC Piping, Duct, Plumbing Insulation	10d	04SEP17	15SEP17	7040	7060	142d
7060	Frame Drywall, Duct, Ceilings	10d	11SEP17	22SEP17	7050, 7070	7070	142d
7070	Hang Drywall / Insulate Partitions	10d	18SEP17	28SEP17	7060	7080	142d
7080	Tape & Finish Drywall	10d	25SEP17	05OCT17	7070	7090	142d
7090	Prime Paint Walls & Ceilings	7d	02OCT17	17OCT17	7080	7100, 7110	142d
7100	Ceramic Tile Walls & Floors	5d	16OCT17	20OCT17	7090	7120	144d
7110	Acoustical Ceiling Grid	5d	16OCT17	24OCT17	7090	7120	142d
7120	MPE Ceiling Fixtures & Trim	5d	23OCT17	31OCT17	7100, 7110	7130, 7140	142d
7130	Install Casework & Millwork	10d	01NOV17	14NOV17	7120	7150	142d
7140	Acoustical Ceiling Tile	3d	01NOV17	03NOV17	7120	7210	158d
7150	Finish Paint Walls & Ceilings	10d	08NOV17	21NOV17	7130	7160, 7170, 142d	
7160	Doors, Frames, & Hardware	10d	15NOV17	28NOV17	7150	7210	142d
7170	MPE Wall Finish & Trim	5d	15NOV17	21NOV17	7150	7230	152d
7180	Resilient Flooring & Base	10d	15NOV17	28NOV17	7150	7190, 7200, 142d	
7190	Plumbing Fixtures & Trim	10d	22NOV17	02DEC17	7180	7230	142d
7200	Interior Glazing	3d	22NOV17	24NOV17	7180	7220	147d
7210	Install Carpet & Base	5d	29NOV17	03DEC17	7140, 7160, 7180	7230	142d
7220	Install Toilet Accessories	5d	29NOV17	01DEC17	7200	7230	147d
7230	Cleanup & Punchlist	5d	06DEC17	12DEC17	7170, 7190, 7210, 12190	142d	
<b>First Floor Core Interiors</b>							
8010	Interior Layout	3d	28AUG17	30AUG17	7020	8020	72d
8020	MPE Overhead Rough-in	15d	31AUG17	20SEP17	8010	8030, 9010	72d
8030	Interior Wall Framing	10d	07SEP17	20SEP17	8020	8040	124d
8040	MPE In-Wall Rough-in	15d	14SEP17	04OCT17	8030	8050	124d
8050	HVAC Piping, Duct, Plumbing Insulation	10d	21SEP17	04OCT17	8040	8060	124d
8060	Frame Drywall, Duct, Ceilings	10d	28SEP17	11OCT17	8050	8070	124d
8070	Hang Drywall / Insulate Partitions	10d	05OCT17	18OCT17	8060	8080	124d
8080	Tape / Finish Drywall	15d	12OCT17	01NOV17	8070	8090	124d
8090	Prime Paint Walls & Ceilings	7d	26OCT17	03NOV17	8090	8100, 8110	124d
8100	Ceramic Tile Walls & Floors	5d	02NOV17	08NOV17	8090	8120	124d
8110	Acoustical Ceiling Grid	3d	08NOV17	08NOV17	8090	8120	124d
8120	MPE Ceiling Fixtures & Trim	5d	09NOV17	15NOV17	8100, 8110	8130, 8140	124d
8130	Install Casework & Millwork	10d	16NOV17	28NOV17	8120	8150	124d
8140	Acoustical Ceiling Tile	3d	16NOV17	20NOV17	8120	8210	146d
8150	Finish Paint Walls & Ceilings	10d	23NOV17	03DEC17	8130	8160, 8170, 124d	
8160	Doors, Frames, Hardware	15d	30NOV17	20DEC17	8150	8210	124d
8170	MPE Wall Finish & Trim	10d	30NOV17	13DEC17	8150	8210	129d
8180	Resilient Flooring & Base	10d	29NOV17	13DEC17	8150	8190, 8200, 131d	

Start date 03APR17  
 Finish date 26MAR18  
 Data date 03APR17  
 Run date 28NOV16  
 Page number 2A

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Legend:  
 ■ Early bar  
 ■ Progress bar  
 ■ Critical bar  
 ■ Summary bar  
 ◆ Start milestone point  
 ◆ Finish milestone point

Exhibit B  
Construction Schedule

Activity ID	Description	Orig Dur	Early Start	Early Finish	Predecessors	Successors	Total Float	2017	2018
8190	Punching Fixtures & Trim	10d	07DEC17	20DEC17	8180	8230	131d		
8200	Interior Glazing	3d	07DEC17	10DEC17	8180	8230	138d		
8210	Install Carpet & Base	10d	21DEC17	05JAN18	8140, 8160, 8170	8230	124d		
8220	Install Toilet Accessories	5d	29DEC17	05JAN18	8210	8230	124d		
8230	Cleanup & Punchlist	5d	03JAN18	08JAN18	8190, 8200, 8220	12190	124d		
Second Floor B Wing Interiors									
9010	Interior Layout	3d	21SEP17	25SEP17	8020	9020	72d		
9020	MPE Overhead Rough-In	10d	28SEP17	09OCT17	9010	10010, 9030	72d		
9030	Interior Wall Framing	7d	03OCT17	10OCT17	9020	9040	104d		
9040	MPE In-Wall Rough-In	10d	10OCT17	20OCT17	9030	9050	104d		
9050	HVAC Piping, Duct, Plumbing Insulation	10d	17OCT17	30OCT17	9040	9060	104d		
9060	Frame Drywall / Insulate Partitions	10d	24OCT17	06NOV17	9050	9070	104d		
9070	Hang Drywall / Insulate Partitions	15d	31OCT17	20NOV17	9060	9080	104d		
9080	Tape / Finish Drywall	15d	07NOV17	27NOV17	9070	9090	104d		
9090	Prime Paint Walls & Ceilings	7d	21NOV17	28NOV17	9080	9100, 9110	104d		
9100	Ceramic Tile Walls & Floors	5d	28NOV17	30NOV17	9090	9130	113d		
9110	Acoustical Ceiling Grid	10d	07DEC17	20DEC17	9100	9120, 9140	104d		
9120	MPE Ceiling Fixtures & Trim	10d	14DEC17	28DEC17	9100, 9120	9150	104d		
9130	Install Casework & Millwork	3d	14DEC17	28DEC17	9120	9210	121d		
9140	Acoustical Ceiling Tile	10d	21DEC17	28DEC17	9120	9210	121d		
9150	Finish Paint Walls & Ceilings	15d	29DEC17	19JAN18	9150	9210	104d		
9160	Doors, Frames, Hardware	10d	29DEC17	12JAN18	9150	9210	104d		
9170	MPE Wall Finish & Trim	10d	29DEC17	12JAN18	9150	9210	104d		
9180	Resilient Flooring & Base	10d	29DEC17	12JAN18	9150	9220	104d		
9190	Plumbing Fixtures & Trim	3d	08JAN18	10JAN18	9180	9220	118d		
9200	Interior Glazing	10d	22JAN18	07FEB18	9140, 9160, 9170	9220	104d		
9210	Install Carpet & Base	5d	22JAN18	07FEB18	9190, 9210	9230	104d		
9220	Cleanup & Punchlist	5d	31JAN18	09FEB18	9200, 9220	12190	104d		
Second Floor C Wing Interiors									
10010	Interior Layout	3d	10OCT17	12OCT17	9020	10020	72d		
10020	MPE Overhead Rough-In	15d	13OCT17	02NOV17	10010	10030, 11010	72d		
10030	Interior Wall Framing	10d	20OCT17	02NOV17	10040	10050	88d		
10040	MPE In-Wall Rough-In	15d	27OCT17	18NOV17	10030	10050	88d		
10050	HVAC Piping, Duct, Plumbing Insulation	15d	03NOV17	23NOV17	10040	10060	88d		
10060	Frame Drywall / Insulate Partitions	10d	10NOV17	23NOV17	10050	10070	88d		
10070	Hang Drywall / Insulate Partitions	15d	17NOV17	07DEC17	10060	10080	88d		
10080	Tape & Finish Drywall	15d	24NOV17	14DEC17	10070	10090	88d		
10090	Prime Paint Walls & Ceilings	10d	08DEC17	21DEC17	10080	10100, 10110	88d		
10100	Ceramic Tile Walls & Floors	5d	15DEC17	21DEC17	10090	10120	113d		
10110	Acoustical Ceiling Grid	10d	22DEC17	29DEC17	10100	10120	88d		
10120	MPE Ceiling Fixtures & Trim	10d	29DEC17	15JAN18	10110	10120, 10140	88d		
10130	Install Casework & Millwork	3d	08JAN18	22JAN18	10120	10150	88d		
10140	Acoustical Ceiling Tile	10d	15JAN18	18JAN18	10120	10210	105d		
10150	Finish Paint Walls & Ceilings	10d	15JAN18	29JAN18	10130	10160, 10170	88d		
10160	Doors, Frames, Hardware	15d	22JAN18	12FEB18	10150	10210	88d		
10170	MPE Finish & Trim	10d	29JAN18	09FEB18	10160, 10150	10210	93d		
10180	Resilient Flooring & Base	10d	23JAN18	05FEB18	10150	10190, 10200	93d		



■ Early bar  
■ Progress bar  
■ Critical bar  
■ Summary bar  
◆ Start milestone point  
◆ Finish milestone point

Columbia Pacific Advisors  
Hamilton Senior Living Facility

Exhibit B  
Construction Schedule

Activity ID	Description	Orig Dur	Early Start	Early Finish	Predecessors	Successors	Total Float	2017	2018	2019	2020
10190	Plumbing Fixtures & Trim	10d	30JAN18	12FEB18	10180	10220	39d				
10200	Interior Glazing	1d	30JAN18	30JAN18	10180	10230	10d				
10210	Install Carpet & Base	10d	19FEB18	28FEB18	10140, 10160	10220	89d				
10220	Install Toilet Accessories	5d	20FEB18	28FEB18	10190, 10210	10230	89d				
10230	Cleanup & Punchlist	5d	22FEB18	28FEB18	10200, 10220	12190	89d				
Second Floor Care Interiors											
11010	Interior Layout	3d	03NOV17	07NOV17	10020	11020	72d				
11020	MPE Overhead Rough-in	10d	08NOV17	21NOV17	11010	11030	72d				
11030	Interior Wall Framing	10d	15NOV17	28NOV17	11020	11040	72d				
11040	MPE In-Wall Rough-in	10d	22NOV17	05DEC17	11030	11050	72d				
11050	HVAC Piping, Duct, Plumbing Insulation	10d	29NOV17	12DEC17	11040	11060	72d				
11060	Frame Drywall Ceilings	10d	06DEC17	19DEC17	11050	11070	72d				
11070	Hang Drywall / Insulate Partitions	10d	13DEC17	27DEC17	11060	11080	72d				
11080	Tape Finish Drywall	10d	20DEC17	04JAN18	11070	11090	72d				
11090	Prime Paint Walls & Ceilings	10d	05JAN18	18JAN18	11080	11100, 11110	72d				
11100	Ceramic Tile Walls & Floors	5d	12JAN18	18JAN18	11090	11170	82d				
11110	Acoustical Ceiling Grid	5d	19JAN18	25JAN18	11090	11120	72d				
11120	MPE Fixtures & Trim	10d	26JAN18	08FEB18	1110	11130, 11140	72d				
11130	Install Casework & Millwork	10d	02FEB18	15FEB18	11120	11150	72d				
11140	Acoustical Ceiling Tile	3d	09FEB18	13FEB18	11120	11210	84d				
11150	Finish Paint Walls & Ceilings	10d	09FEB18	22FEB18	11130	11160, 11170	72d				
11160	Doors, Frames, Hardware	8d	16FEB18	27FEB18	11150	11210	74d				
11170	MPE Wall Finish & Trim	10d	16FEB18	01MAR18	11120, 11210	11210	72d				
11180	Resilient Flooring & Base	10d	16FEB18	01MAR18	11150	11190, 11200	74d				
11190	Plumbing Fixtures & Trim	10d	23FEB18	08MAR18	11180	11230	74d				
11200	Interior Glazing	1d	23FEB18	23FEB18	11180	11230	83d				
11210	Install Carpet & Base	10d	02MAR18	15MAR18	11140, 11160	11220	72d				
11220	Install Toilet Accessories	3d	09MAR18	13MAR18	11210	11230	72d				
11230	Cleanup & Punchlist	5d	13MAR18	18MAR18	11190, 11200	12150	72d				
Systems Check / Agency Final Inspections											
12150	Install Appliances	3d	13MAR18	15MAR18	11230	12160	72d				
12160	Install Nurse Call System	3d	13MAR18	15MAR18	11250	12190	72d				
12170	Install Tele / Data Systems	5d	28JAN18	07FEB18	11120	12160	102d				
12180	Systems Check	5d	19MAR18	22MAR18	12160, 12170	12190	72d				
12190	Agency Final Inspections	5d	23MAR18	28MAR18	10230, 12180	12200	72d				
12200	Owner Occupancy	0					72d				
12210		1d	02APR17	02APR17			327d				

Start date 03APR17  
 Finish date 23MAR18  
 Data date 02APR17  
 Run date 28NOV18  
 Page number 4A

© Primavera Systems, Inc.

Columbia Pacific Advisors  
 Hamilton Senior Living Facility

Legend:  
 Early bar  
 Progress bar  
 Critical bar  
 Summary bar  
 Start milestone point  
 Finish milestone point

18. HOMEFRONT II – 322 & 330  
CONNECTICUT AVENUE

**Homes by TLC, Inc.**  
**1880 Princeton Avenue**  
**Lawrenceville, NJ 08648**  
**609-989-9417 Fax 609-989-9423**

August 28, 2018

<b>HAMILTON</b>	<b># units</b>	<b># of Bedrooms</b>	<b>Income Level</b>
322- 330 <i>Connecticut</i>	8	all 2 bedrooms	5=VL; 3=L
40 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778 <i>Greenwood</i>	4	all 2 bedrooms	1=VL; 3=L
1782- 86 <i>Greenwood</i>	8	all 2 bedrooms	4=V; 4=L
116 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87 <i>NewKirk</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of  
Medium  
L= 50% of  
Medium  
M= 80% of  
Medium

**Homefront - TLC, Inc.**  
**1880 Princeton Avenue**  
**Lawrenceville, NJ 08648**  
**609-989-9417**

August 11, 2016

Ms. Elizabeth K. McManus  
Clarke Caton Hintz  
100 Barrack Street  
Trenton, NJ 08608

RE: 322-330 Connecticut Avenue, Hamilton

Dear Ms. McManus:

The eight (8) family rental units in this development have been occupied by very low income households since its creation. This is in part due to the DCA funding restrictions that require tenants be earning no more than 150% of the poverty level upon entrance.

Homefront-TLC, Inc. commits to reserving the eight (8) units in these buildings to very low income households throughout the entirety of the 30 year affordability controls.

Homefront – TLC, Inc. is proud of its successes so far in acquiring, renovating, and managing over 20 properties for the benefit of very low income families who are homeless or threatened with homelessness. Seeing the enormous difference a decent, service enriched permanent place to live has made for the families we have been able to assist, the organization will muster all its resources to continue on this course and to expand the number of permanent, service enriched affordable units it owns and manages

Sincerely,



Celia Murphree Bernstein  
Housing Developer

**Homefront - TLC, Inc.**  
**1880 Princeton Avenue**  
**Lawrenceville, NJ 08648**  
**609-989-9417**

August 11, 2016

Ms. Elizabeth K. McManus  
Clarke Caton Hintz  
100 Barrack Street  
Trenton, NJ 08608

RE: Very Low Units

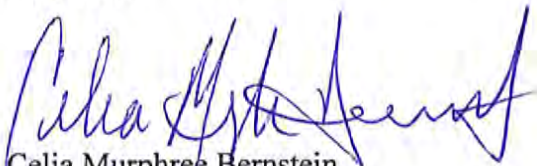
Dear Ms. McManus:

While the affordability controls on the Homefront-TLC, Inc. units in Hamilton Township allow for a range of incomes (low and moderate incomes), HomeFront provides housing for very low income families. When such housing is needed by a client and is available, HomeFront provides a unit at a very low income rent regardless of whether the unit may be occupied by a low or moderate income household.

While specific units (other than the 8 units at 322-330 Connecticut Avenue) are not reserved for very low income, all tenants (100%) have been at very low or low low income levels upon entrance to the program. HomeFront anticipates this will continue in the future.

Homefront – TLC, Inc. is proud of its successes so far in acquiring, renovating, and managing over 20 properties for the benefit of very low income families who are homeless or threatened with homelessness. Seeing the enormous difference a decent, service enriched permanent place to live has made for the families we have been able to assist, the organization will muster all its resources to continue on this course and to expand the number of permanent, service enriched affordable units it owns and manages

Sincerely,



Celia Murphree Bernstein  
Housing Developer



## MORTGAGE AND AGREEMENT

*THIS MORTGAGE AND AGREEMENT*, made as of the 2<sup>nd</sup> day of June, 2002 by and between HOMEFRONT – TLC, INC. (the “GRANTEE”), which has its principal place of business and offices at 1880 Princeton Avenue, Lawrenceville, NJ 08648 and THE STATE OF NEW JERSEY (the “GRANTOR”), acting by and through the Division of Housing and Community Resources (the “DIVISION”) of said State’s Department of Community Affairs (the “DEPARTMENT”), which has its offices at 101 South Broad Street, PO Box 806, Trenton, NJ 08625-0806.

### WITNESSETH

*WHEREAS*, the Grantor has determined it to be in furtherance of the public interest to establish a program to provide permanent decent safe and sanitary rental housing for persons entering or returning to the work force from public assistance;

*WHEREAS*, under such program, the Grantor has accepted and reviewed an application from the Developer to operate such housing for a period of not less than 30 years, which housing shall hereinafter be referred to as the “PROJECT”;

*WHEREAS*, as part of its application to the Grantor, the Developer has agreed to abide by the terms set forth in this Mortgage and Agreement, and has made representations to the Grantor on which the Grantor is relying, regarding *inter alia* Developer, Developer’s principals, and the property to be dedicated to the Project;

*WHEREAS*, consistent with intent that the Project shall be dedicated exclusively to the purposes set forth herein, Grantee’s enjoyment and use of the Property is subject to a number of limitations and restrictions;

*WHEREAS*, effective enforcement of said limitations and restrictions is essential to success of the Project and represents an important public policy of the Grantor; and

*WHEREAS*, the Grantor and the Grantee have agreed to enter into this Mortgage and Agreement.

*NOW THEREFORE*, the Grantee agrees to grant a mortgage to the Grantor in accordance with the following terms and conditions:

### SECTION 1. GRANT OF MORTGAGE

In consideration of the Project subsidies received by Grantee under the Grant Agreement, more fully described in *Section 3*, and as security for the performance of Grantee’s obligations hereunder and under said Grant Agreement, the Grantee hereby grants to the Grantor a mortgage interest in the Project property (“the **PROPERTY**”), which Property is more fully described on *Exhibit A*, hereto.

- a. As part of the mortgage interest created hereunder, Grantee grants to the Grantor:
  - i. The Grantee's right, title and interest in the premises described in *Exhibit A*, hereto, including any buildings hereafter erected thereon and any improvements to such buildings (the "Mortgaged Premises");
  - ii. Any award made in the nature of compensation for condemnation or appropriation with respect to the mortgaged premises by any governmental body, including awards or damages in respect to matters other than a direct taking which nonetheless affect the mortgaged premises. The Grantee hereby assigns any such awards or damages to the Grantor, and in addition, for itself and its successors and assigns, appoints the Grantor and any subsequent holder of the Mortgage Note and this Mortgage and Agreement its Attorney-in-Fact, and empowers such Attorney at his option, on behalf of the Grantee, to adjust or compromise any such claims, to collect any proceeds and to execute in the Grantee's name any documents necessary to effect such collection. The Grantor is empowered to endorse any checks representing these proceeds, and

after deducting any expenses incurred in the collection, to apply the net proceeds as a credit upon any portion of the Mortgage Loan after payment of any fees and charges due and payable (as defined in and provided for in this Mortgage and Agreement);

- iii. All fixtures or other tangible personal property now or hereafter situated on the mortgaged premises or installed or placed in the buildings located thereon including, without limitation, stoves, refrigerators and similar appliances;
- iv. All federal and State subsidy payments to which the Grantee is or will be entitled for the Project;
- v. All rentals payable by tenants in respect to any part of the mortgaged premises and any other revenues from the mortgaged premises, including fees derived from laundry and parking facilities, and other similar facilities;
- vi. All amounts payable to or recoverable by the Grantee under the terms of any construction contract related to the Project, or any surety bond issued in connection therewith;
- vii. All rights under and amounts recoverable under warranties as to quality or performance of any material, part, sub-assembly, appliance or other component part of the Project;
- viii. All reserves created pursuant to the terms of this Mortgage and Agreement;
- ix. All proceeds of casualty or other insurance on the Project or any part thereof; and
- x. Any real estate tax rebates or refunds which the Grantee is entitled to receive.

## SECTION 2.

## REPRESENTATIONS AND WARRANTIES

- a. The Grantee represents that all submissions made by Grantee to the Grantor in connection with the Project were and remain complete, true and accurate in all material respects;
- b. The Grantee is duly organized and existing under the provisions of New Jersey law and in good standing under the laws of New Jersey, has the power and authority to own its assets, to carry out and complete the Project and to carry on its business as now being conducted (and as now contemplated), and has the power to perform all the undertakings of this Mortgage and Agreement;
- c. All Statements contained in all applications, correspondence or other materials delivered to the Grantor in connection with their consideration of the Mortgage and Agreement to the Grantee or relating to the Project are true and correct;
- d. Grantee has paid all taxes, payments in lieu of taxes, fees, water charges and sewer charges owed to the State of New Jersey and to all political subdivisions thereof;
- e. At the time of execution of this Mortgage and Agreement, or prior thereto, the Grantee has acquired title in fee simple to the Mortgaged Premises described on *Exhibit A*, subject only to such exceptions which have been disclosed in writing to the Grantor and which will not, as solely determined by the Grantor, materially impair the beneficial use of the Mortgaged Premises for purposes of the Project;
- f. No event has occurred and no condition exists which constitutes an Event of Default under this Mortgage and Agreement or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default;
- g. The Project is and shall remain in compliance with all applicable zoning, building and environmental codes and all other laws, ordinances, rules and regulations of any governmental body having jurisdiction over the Project; and

- h. The Grantee acknowledges that its actual transaction costs related to the Project have been reduced materially as a direct result of Project subsidies provided and paid for by the Grantor.

### **SECTION 3.**

### **GRANT AGREEMENT**

To ensure that the Project remains affordable and accessible to persons entering or returning to the work force from public assistance, and as a condition precedent to the Grantor's participation in the Project, the Grantee has executed Grant Agreement No. 02-1150, a copy of which is annexed hereto as *Exhibit B*.

### **SECTION 4.**

### **INSURANCE**

- a. The Grantee represents and agrees that it has caused and will continue to cause the buildings on the Property and any improvements thereto and the fixtures and articles on the Property and any improvements thereto and the fixtures and articles of personal property covered by this Mortgage and Agreement to be insured against loss by fire and by such other hazards as may be required by the Grantor or its successors and/or assigns. Such insurance shall be written by such companies, in such amounts and in forms as are satisfactory to the Grantor and shall provide that the Grantor or its successors and/or assigns shall be the loss payee subject only to the rights of the prior mortgagees. The Grantee will assign and deliver the certificates of insurance to the Grantor or its successors and/or assigns. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days written notice to the Grantor or its successor and/or assign. All premiums shall be paid by the Grantee.
- b. In the event of substantial damage to the Project by the occurrence of an insured casualty or the taking of a substantial portion of the Project by condemnation, the Grantor will determine whether the Project can continue to fulfill the Program Objectives as contained in the Grantee's application for funding. The Grantor may authorize the Grantee to use the proceeds for such replacement or restoration. To the extent the Project is not replaced or restored, such proceeds shall be applied to the indebtedness secured hereby. Nothing in this Section shall affect the lien of this Mortgage and Agreement or the liability of the Grantee for payment of the entire balance of the Mortgage indebtedness. Notwithstanding anything herein to the contrary, such insurance proceeds shall be applied to the indebtedness and shall thereby reduce the payment of the entire balance by such amount, should it be requested by the Grantor.

### **SECTION 5.**

### **CERTIFICATES OF INSURANCE**

Prior to the execution of this Mortgage and Agreement, and at all times thereafter during the life of the Project, Grantee will have delivered to the Grantor current and up to date Certificates of Insurance, from carriers licensed in the State of New Jersey to issue policies as represented by such Certificates, naming the Grantor as an insured as follows:

- a. Comprehensive Public Liability Insurance (broad form) covering injury and damage to persons and property. The policy shall include an endorsement for contractual liability and shall include the State of New Jersey as a named insured. Limits of liability shall not be less than \$1 million per occurrence for bodily injury and property damage liability.
- b. Comprehensive Automobile Liability policy covering owned, non-owned and hired vehicles with minimum limits of \$1 million per occurrence for bodily injury liability and property damage liability.
- c. If the Property has been identified by the Secretary of Housing and Urban Development as being in an area of having special flood or mudslide hazards, and for which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a flood insurance policy satisfactory to the Grantor or its successors and/or assigns shall be purchased by the Grantee.
- d. Worker's Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability Insurance with a limit of not less than \$100,000.

**SECTION 6. TAXES OR PAYMENTS IN LIEU OF TAXES**

The Grantee covenants and agrees to pay all taxes, payments in lieu of taxes, fees, assessments, water charges and sewer charges, however characterized, and in default thereof the Grantor may pay the same.

**SECTION 7. LIENS AND RESTRICTION ON FURTHER BORROWING**

The Grantee covenants and agrees to maintain its right, title and interest in the Property, and all items enumerated in *Section 1* of this Mortgage and Agreement, free and clear of all liens and security interests except the liens of this Mortgage and Agreement, and agrees that it shall not encumber the property with any other mortgage or security interest except as shall be approved by the Grantor in advance and in writing.

**SECTION 8. ENCUMBRANCES AND SALE OF PROJECT**

The Grantee covenants and agrees not to sell, lease or otherwise encumber the Project or the Land, or any part thereof, or the rents or revenues thereof without the prior written consent of the Grantor, except by leasing to eligible residential tenants.

**SECTION 9. MAINTENANCE, REPAIR AND REPLACEMENT**

The Grantee covenants and agrees to maintain the Project and the housing units contained therein and the appurtenant equipment and grounds in good repair and condition, and up to all applicable code standards, so as to provide decent, safe and sanitary housing accommodations.

- a. Following completion of the Project, the Grantee will not make any substantial alteration in the Project that reduces its appraised value.
- b. The Grantee will not permit any accumulation of waste with respect to the Project or any of its real or personal property or make any alteration which will increase the hazard of fire or other casualty.

**SECTION 10. USE OF PROJECT; THIRTY YEAR RESTRICTION; PROJECT MANAGEMENT**

- a. The Grantee shall assure that the units remain affordable to persons of low income for at least thirty (30) years from the date of execution of this Mortgage and Agreement. Upon the expiration of this thirty (30) year period, all Grantor's rights under this Mortgage and Agreement shall end and all limitations and restrictions on Grantee shall end. Upon the written request of the Grantee, the Grantor shall provide a document to the Grantee confirming the aforesaid items and canceling this Mortgage and Agreement of record.
- b. Except for facilities approved by the Grantor as normally appurtenant to residential projects for non-transients (such as laundry facilities), the Project shall be used solely to provide residential housing for persons identified in the Grantee's application for funding. The Grantee shall offer dwelling units for occupancy in strict accordance with a marketing program or plan approved by the Grantor.
- c. For cause, the Grantor shall have the right to replace the managing agent or other agent exercising management control over the affairs of the Project with such person or persons as the Grantor in its sole discretion deems advisable, including officers or employees of the Grantor, who shall exercise all of the authority of the Grantee with respect to the Project.

**SECTION 11. RENTAL AMOUNTS AND SECURITY DEPOSITS**

- a. Rent levels for all Project dwelling units are to be regulated by the Grantor, and all such rent levels shall be established and approved in advance and in writing by the Grantor.
- b. Without limitation or exception, rent levels approved by the Grantor shall be the sole financial obligation owed by Project residents, and except as provided for in *Subsection c* of this *Section 11*, Grantee shall not add on to such rent levels any fees or other amounts, whether categorized as fees for specific services or otherwise.

- c. Grantee shall be permitted to collect the prepayment of the first month's rent plus a deposit ("SECURITY DEPOSIT") not in excess of one (1) month's rent, to guarantee the performance of a resident's lease or occupancy agreement. All Security Deposits shall be kept in interest bearing accounts, with all amounts clearly identified to the appropriate residents, and interest accruing to a resident shall be paid to the resident not less often than annually.

#### **SECTION 12. INSPECTION OF PREMISES**

The Grantee covenants and agrees to permit the Grantor, its agents or representatives, to inspect the Mortgaged Premises at any and all reasonable times during and following construction with or without notice.

#### **SECTION 13. ACCOUNT FOR PROJECT REVENUES**

All rents and other revenues of any type whatsoever received in connection with the Project or the Grantee's operation of the Project shall constitute "PROJECT REVENUE". The Grantee covenants and agrees to deposit Project Revenue in an interest bearing account with a bank or trust company maintaining an office within the State of New Jersey, the deposits of which are insured by the Federal Deposit Insurance Corporation.

#### **SECTION 14. BOOKS AND RECORDS; AUDIT BY GRANTOR**

- a. Subject to the requirements of any prior mortgages which shall govern, the Grantee covenants and agrees to maintain adequate books and records of its transactions with respect to the Project in a form acceptable to the Grantor. Such books and records shall be available for inspection and audit by the Grantor or its agents at any time during business hours.
- b. The Grantee shall furnish the Grantor or its successors and/or assigns such other information and reports respecting the Project as the Grantor or its successors and/or assigns may reasonably require.

#### **SECTION 15. USE OF PROJECT REVENUES**

Except with the express approval of the Grantor the Grantee shall not use Project Revenues, or any other Project funds, if any, to:

- a. incur any liabilities except in connection with the construction of the Project and its operation and maintenance;
- b. engage in any business activity except the ownership and operation of the Project; or
- c. pay more than the fair market value thereof for goods or services.

#### **SECTION 16. ACCOUNTING IN EVENT OF DEFAULT**

If at any time an Event of Default, as defined in *Section 19*, below, is declared by any mortgagee other than the Grantor, the Grantee will notify the Grantor within five (5) business days. The Grantee will furnish to the Grantor a statement of the principal and interest which remains due to the foreclosing entity.

#### **SECTION 17. PERSONAL LIABILITY**

Upon the happening of an Event of Default, as defined in *Section 19*, the Grantor shall take no action against the Grantee personally, except in the event of fraudulent, criminal or other unlawful activities.

#### **SECTION 18. ASSIGNMENT BY GRANTOR**

The Grantee hereby consents to any assignment of this Mortgage and Agreement by the Grantor. To become effective as against Grantee, Grantee must be notified of such assignment in writing.

**SECTION 19.****DEFAULT: FORECLOSURE AND OTHER REMEDIES**

- a. Each of the following shall be an event of default ("EVENT OF DEFAULT"):
- i. Any material breach of this Mortgage and Agreement, or failure by the Grantee to perform or observe in timely fashion any action or covenant required by any of the terms of this Mortgage and Agreement, or failure by the Grantee to produce satisfactory evidence of compliance therewith;
  - ii. Failure by the Grantee to proceed diligently to complete the project in accordance with the terms and schedule set forth in the Agreement. The parties acknowledge that the Project shall be completed upon issuance of appropriate Certificates of Occupancy by the municipality in which the Project is located;
  - iii. The occurrence of substantial destruction of the Project by an uninsured casualty;
  - iv. Any representation, warranty or other statement in conjunction with this Mortgage and Agreement concerning the Project by or on behalf of the Grantee which is false or misleading in any material respect or any representation, warranty, or other statement of the Grantee which is breached;
  - v. Any breach by the Grantee of its obligations or any failure to observe its covenants under any prior mortgage, or note which results in an Event of Default thereunder, or the failure to observe the covenants as contained in any deed restriction associated with such prior mortgage or note, if applicable;
- b. The events set forth in *Subsections (i) and (iv)* of this *Section 19* shall not constitute Events of Default until the prohibited acts, failure to perform or observe, or breaches shall remain uncured for a period of thirty (30) days after Grantor's written notice to Grantee, specifying such prohibited act, failure or breach and requesting that it be remedied, unless the Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the prohibited act, failure, or breach stated in each notice is correctable but cannot be corrected within the 30 day period, the Grantor may not unreasonably withhold its consent to an extension up to 120 days from the delivery of the written notice referred to herein if corrective action is instituted by the Grantee within the initial 30 day period and diligently pursued.
- c. Upon the occurrence of any Event of Default, and subject to any first mortgage, the Grantor may at its option:
- i. Foreclose the lien of this Mortgage and Agreement on the Mortgaged Premises. In any action to foreclose, the Grantor shall be entitled to appoint a receiver of the rents and profits of the Project as a matter of right and without notice, with power to collect the rents, uses, and profits of said Project, due and becoming due during the pendency of such foreclosure suit. The Grantee for itself and any such subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed;
  - ii. Take possession of the mortgaged premises;
  - iii. Without judicial process, collect all rentals and other revenue including federal and Grantor subsidies as the agent of the Grantee and apply the same at the Grantor's option either to the operation and maintenance of the Project or to the liabilities of the Grantee under this Mortgage and Agreement;
  - iv. Act as landlord of the Mortgaged Premises and rent or lease the same on any terms approved by it or dispossess by summary proceedings or other available means any

tenant defaulting under the terms of the lease of a dwelling unit;

- v. Take possession of equipment, appliances and other tangible personal property in which a security interest has been granted by this Mortgage and Agreement and dispose of the same in any commercially reasonable manner either separately from the Mortgaged Premises or in conjunction with a sale of the Mortgaged Premises;
- vi. Sue the Grantee for a mandatory injunction or other equitable relief requiring performance by the Grantee of any of its obligations under the Mortgage and Agreement;
- vii. Have available to it any remedies provided to it by law.

#### **SECTION 20. EXPENSES DUE TO DEFAULT**

All reasonable expenses (including reasonable attorney's fees, costs and allowances) incurred in connection with an action to foreclose this Mortgage and Agreement or in exercising any other remedy provided by this Mortgage and Agreement, including the curing of any Event of Default, shall be paid by the Grantee. If the Grantor elects to make payments with respect to the aforementioned expenses, it may require that the Grantee reimburse the Grantor for the cost of said payments. Any such sum or sums and the interest thereon shall be a further lien on the mortgaged premises and shall be secured by this Mortgage and Agreement.

#### **SECTION 21. NOTICES**

- a. All notices and other written communications with respect to the Grantor and the Grantee shall be directed as follows:
  - i. If to either the Grantor or the Department, to:  
  
New Jersey Department of Community Affairs  
Division of Housing and Community Resources  
P. O. Box 806  
101 South Broad Street - 5th Floor  
Trenton , NJ 08625-0806
  - ii. If to the Grantee, to the address set forth on page 1 of this Mortgage and Agreement.
- b. All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the addresses given in this Mortgage and Agreement. Address changes may be made upon notice to the other party.

#### **SECTION 22. NON-WAIVER OF CONDITIONS**

The failure of the Grantor to insist upon strict performance of any provision of this Mortgage and Agreement, in any one or more instances, shall not constitute a consent to waiver of, or excuse for, any other different or subsequent breach of the same or other provision, nor as a result shall the Grantor relinquish any rights which it may have under this Mortgage and Agreement. No terms or provisions hereof shall be deemed waived by the Grantor, and no breach by the Grantee shall be excused, unless such waiver or consent is in writing and signed by the Grantor.

#### **SECTION 23. PRIORITY OF DOCUMENTS**

Should a conflict or inconsistency exist between the terms of this Mortgage and Agreement and *Exhibit B* (the Grant Agreement), said conflict or inconsistency shall be resolved by giving precedence to the Mortgage and Agreement and Exhibits in the following order:

1. Mortgage and Agreement, including the Property description (*Exhibit A*);
2. *Exhibit B* (Grant Agreement)

**SECTION 24.****MERGER AND AMENDMENT**

- a. This written Mortgage and Agreement, together with its Exhibits, constitutes the sole agreement between the parties with respect to the matters covered therein, and no other written or oral communication exists which shall bind the parties with respect thereto, provided however that this Agreement may be modified by written amendments clearly identified as such and signed by both the Grantor and the Grantee.
- b. Nothing herein shall be construed to prevent the Grantor or the Grantee from offering evidence in prosecution of or in defense of a claim under or related to *Sections 10(c)* (replacement of the managing agent or other agent exercising management control over the affairs of the Project) and *19* (Default) of this Mortgage and Agreement.

**SECTION 25.****PARTIAL INVALIDATION OF AGREEMENT**

Should any provision of this Mortgage and Agreement be deemed or held to be invalid, ineffective or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect.

**SECTION 26.****JOINT AND SEVERAL LIABILITY**

- a. Each named Grantee shall be jointly and severally liable for all of Grantee's obligations under this Mortgage and Agreement.
- b. The terms of this Mortgage and Agreement are legally binding upon the Grantee and upon all successors in interest to Grantee.

**SECTION 27.****DISCLAIMER OF WARRANTIES, LIABILITY,**

- a. The Grantee acknowledges and agrees that (i) the Grantor has not heretofore and does not make any warranty or representation, either express or implied as to the value, condition, or fitness for particular purpose or fitness for any use of the Project Premises or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Grantor or its agents or employees be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Mortgage and Agreement or the development of the Project or the existence, functioning or use of the Project or any items or services provided for in the Mortgage and Agreement; and (iii) during the term of this Mortgage and Agreement and to the fullest extent permitted by law, the Grantee shall indemnify and hold the Grantor harmless against, and the Grantee shall pay any and all liability, loss, cost, damage, claims, judgments or expense of any and all kinds or nature and however arising, imposed by law, which the Grantee and the Grantor may sustain, be subject to, or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the Grantee, or arising out of the Grantee's ownership of the Project or out of the development, or management of the Project.
- b. It is mutually agreed by the Grantee and the Grantor that the Grantor and its directors, officers, agents, servants and employees shall not be liable for any action performed under this Mortgage and Agreement, and that the Grantee shall hold them harmless from any claim or suit of whatever nature.
- c. Any claims asserted against the Grantor shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, *et seq.* (except for N.J.S.A. 59:13-9 thereof). It is acknowledged by the parties that the Grantor is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 *et seq.*

**SECTION 28.****EXECUTION IN COUNTERPARTS**

This Mortgage and Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.



**SECTION 29.**

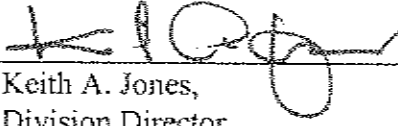
**CHOICE OF LAW**

This Mortgage and Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Mortgage and Agreement in triplicate as of the date first above written.

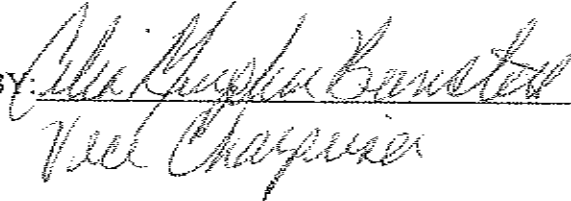
**THE STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF HOUSING AND COMMUNITY  
RESOURCES (GRANTOR):**

BY: \_\_\_\_\_

  
Keith A. Jones,  
Division Director

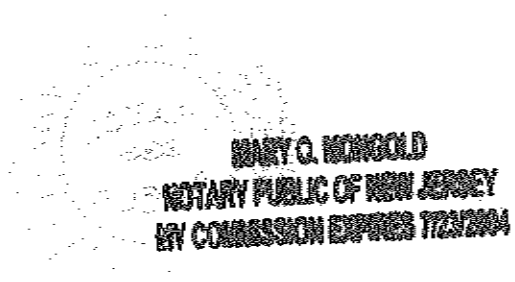
**GRANTEE: HOMEFRONT – TLC, INC.**

BY: \_\_\_\_\_

  
Vee Chapman

ACKNOWLEDGMENTS

On this the 25 day of June, 2002 before me came KEITH A. JONES, to me known and known to me to be the Director of the Division of Housing and Community Resources, New Jersey Department of Community Affairs, the person identified as such in the foregoing Mortgage and Agreement, who states that he has signed said Mortgage and Agreement on behalf of the State of New Jersey for the purposes stated therein.



Mary G. Mingold  
NOTARY PUBLIC

On this the 4th day of July, 2002 before me came Celia Murphee Bernstein known to me to be the Grantee identified as such in the foregoing Mortgage and Agreement, who states that s/he has signed said Mortgage and Agreement for the purposes stated therein.

Virginia J. Vasely  
NOTARY PUBLIC  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES DECEMBER 15, 2004

Record and return to:

Bradley J. Harrington  
New Jersey Department of Community Affairs  
101 South Broad St, 5<sup>th</sup> Floor  
P. O. Box 806  
Trenton, NJ 08625-0806

TO THE REGISTER OR CLERK,

County: \_\_\_\_\_

This mortgage is fully paid and satisfied.  
I authorize you to cancel it of Record.

Grantor:

I hereby certify that the Grantor's signature is genuine.

\_\_\_\_\_  
NOTARY PUBLIC

CL

Mercer County Clerk's Office

Return To:

MERCER COUNTY HOUSING & COMM DEVT  
PO BOX 8068  
649 SOUTH BROAD STREET  
TRENTON NJ 08650

MERCER COUNTY  
HOMEFRONT - TLC INC

Index DEEDS

Book 05830 Page 0150

No. Pages 0010

Instrument MISC DEEDS

Date : 3/31/2008

Time : 3:23:33

Control # 200803310764

INST# RD 2008 011076

Employee ID DENAV

RECORDING	\$	.00
RECORDING	\$	.00
DARM \$3	\$	.00
NMD1PA	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	.00

STATE OF NEW JERSEY  
Mercer County Clerk's Office

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*  
\* DO NOT REMOVE THIS COVER SHEET - \*  
\* IT CONTAINS ALL RECORDING INFORMATION \*  
\*\*\*\*\*

Paula Sollami-Covello  
Mercer County Clerk



This is not a certified copy

Exhibit A



MT 13447  
Hamilton Township Tax Map  
Sheet 103  
Block 1873  
Lot 30

June 17, 2002

Description of Lot 30 in Block 1873 as shown on Sheet 103 of the Hamilton Township Tax Map, being commonly known as **322-330 Connecticut Avenue**, situate in the Township of Hamilton, Mercer County, New Jersey.

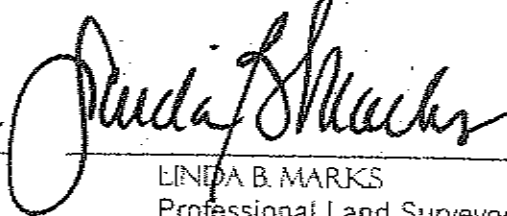
**BEGINNING** at a **POINT** marked by a pin found in the easterly right-of-way line of Connecticut Avenue, 60 feet wide, said point being 100.00 feet as measured along said right-of-way line in a southerly direction from the intersection of the said easterly right-of-way line of Connecticut Avenue with the southerly right-of-way line of Greenwood Avenue, 66 feet wide, and from said **BEGINNING POINT** running; thence,

1. Along the southerly line of lands N/F Catherine M. Di Pierro, *et vir*, and continuing along a southerly line of lands N/F Earl Graham, passing over a pin found marking the division line between said lands, N 66° 56' 10" E, 138.80 feet to a point in the westerly line of lands N/F William R. Henry, *et ux*; thence,
2. Along said lands and continuing along the westerly line of lands N/F Donald A. Ray, *et ux*, and lands N/F Terrance M. and Cynthia H. Sherman, S 26° 00' 00" E, 160.01 feet to a point corner to lands N/F Jean R. Alexis; thence,
3. Along the northerly line of said lands S 65° 28' 30" W, 130.00 feet to a point in the aforementioned easterly right-of-way line of Connecticut Avenue; thence,
4. Along said right-of-way line N 29° 01' 40" W, 164.00 feet to the **POINT** and **PLACE** of **BEGINNING**.

Containing 21,717.2 square feet of land more or less.

The hereinafter-referenced survey as described above being subject to any facts that may be revealed by a full and accurate title search.

According to a survey prepared by LAND MAP, INC., Professional Land Surveying, Planning and Mapping Consultants, Hamilton Square, NJ, dated June 17, 2002, Proj. No. 7976.

6-19-02 

---

Date LINDA B. MARKS  
Professional Land Surveyor  
New Jersey License No. 34010

Homefront  
LMI 7976:W49

3694 Nottingham Way • Hamilton Square, NJ • 08690-2612 • Phone 609-586-7117 • Fax 609-586-7510

Printed on recycled paper

## 19. HOMEFRONT IV – 40 FRANCIS AVENUE

**Homes by TLC, Inc.**  
**1880 Princeton Avenue**  
**Lawrenceville, NJ 08648**  
**609-989-9417 Fax 609-989-9423**

August 28, 2018

<b>HAMILTON</b>	<b># units</b>	<b># of Bedrooms</b>	<b>Income Level</b>
322- 330 <i>Connecticut</i>	8	all 2 bedrooms	5=VL; 3=L
40 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778 <i>Greenwood</i>	4	all 2 bedrooms	1=VL; 3=L
1782- 86 <i>Greenwood</i>	8	all 2 bedrooms	4=V; 4=L
116 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87 <i>NewKirk</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of  
Medium  
L= 50% of  
Medium  
M= 80% of  
Medium

DD5 9p NO FEE

(R+R) Mercer County Housing  
640 S. Broad St.  
Trenton, NJ 08650

MERCER COUNTY  
HOME INVESTMENT PARTNERSHIPS PROGRAM  
AFFORDABLE HOUSING DEED RESTRICTION

**LENDER:** COUNTY OF MERCER, a municipal corporation of the State of New Jersey, having its principal offices located at the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068.

**BORROWER/OWNER:** Homefront - TLC, Inc. a New Jersey nonprofit corporation, whose address is located at 1880 Princeton Avenue Lawrenceville, NJ 08648.

**PROJECT PROPERTY:** Hamilton Township, Mercer County, New Jersey Block 2020, Lot 49 (40 Francis Avenue).

**PROJECT:** Acquisition of four (4) affordable rental housing units for low income families. Four (4) units are designated as HOME units.

**Grant:** Grant - \$200,000

WHEREAS, the above named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with United States Department of Housing and Urban Development (hereafter), "HUD", by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnerships Program (hereafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's rules and regulations; and

WHEREAS, the HOME Program requires eligible project properties be subject to a deed restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels as established by HUD; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low and very low-income persons and families.

This is not a certified copy

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that low and very low-income households will retain the Premises as affordable housing for occupancy.

2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of twenty-five (25) years from October 21, 2005; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.

4. Unit Standards. The Premises shall be used for four (4) units of rental housing, as described above. Each Project Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Property shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.

5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887) or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:



(a) They shall be consistent with the purpose of providing housing for "Low Income Families" and "Very Low Income Families", as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Lender must approve any changes to these policies and criteria in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. Tenant Income Standards. During the term of this Affordable Housing Restriction the Project Properties shall be leased to at least two (2) families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) ("Very Low Income Families") based on family size as determined by the US Department of Housing and Urban Development ("HUD") and the remainder to Families whose annual incomes are at or less than EIGHTY PERCENT (80%) of the median income for the Area (as defined below). A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Trenton-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. Rental amount Limits. Rental amounts shall comply with the following:

a. The monthly rent charged for the Project Properties to be rented to families whose incomes are at or below fifty percent of median area income shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. The monthly rent charged for the Project Properties to be rented to families whose incomes are above fifty percent of median area income shall not be greater than the lesser of the Fair Market Rent for Mercer

County as established by HUD or thirty percent (30%) of the monthly gross income of a Family whose income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

b. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. Initial Proposed Rents. Prior to initial occupancy of a Project Property and annually thereafter as part of the annual reports required under Section 8 above, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. Records and Reporting to Lender. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. Increases in Rental Amounts. Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. Prohibited Lease Provisions. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal

property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Project Lease Terms and Lease Terminations. All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. Transfer or Sale of Project Property. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent. Any sale, transfer or change of title shall require either full payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. Demolition or Reduction of Project Property. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

15. Destruction or Damage of Project Property. If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. Use of Project Property. Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. Enforcement of Restrictions. Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. Notice of Restrictions. The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request.

19. Conditional Relief from Restrictions. Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights

and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. No Relief from Restrictions on Certain Transfers. The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise be payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lender:  
County of Mercer  
Housing and Community Development  
640 South Broad Street, RM 420  
Trenton, NJ 08650-0068

If to Borrower:  
Homefront - TLC, Inc.  
1880 Princeton Avenue  
Lawrenceville, NJ 08648

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder took effect October 21, 2005.

24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.

In witness whereof and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

Homefront - TLC, Inc.

BY: *Celia Bernstein*  
Celia Bernstein, Vice Chairperson

Date: 3-26-08

Attest: *Anna Baudette*

Date: 6-26-08

ACKNOWLEDGMENT

STATE OF NEW JERSEY :  
: S.S.  
COUNTY OF MERCER :

I certify that on this date Celia Bernstein personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) ~~Visitation Home, Inc.~~ <sup>Hopfront-TLC</sup> is named as the Borrower in this document (the "corporation");
- (b) he/she, holds the position of Vice Chairperson of the corporation;
- (c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;
- (d) he/she is authorized to execute and deliver this document for the corporation and
- (e) he/she signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

Signed and subscribed to before me.

*Donna Baratta*  
Notary Signature

Date: 03-08-08

Donna Baratta  
My Commission Expires  
April 14 2010  
Mercer County NJ  
Notary Public

END OF DOCUMENT

This is Not a Certified Copy

*[Handwritten mark]*

Mercer County Clerk's Office

Return To:

HAMILTON TWP  
2090 GREENWOOD AVE  
TRENTON NJ 08609

HAMILTON TWP  
HOMEFRONT-TLC

Index DEEDS

Book 05781 Page 0058

No. Pages 0004

Instrument DEED-MUNICIPAL

Date : 12/27/2007

Time : 9:01:45

Control # 200712270032

INST# RD 2007 056228

Employee ID DENAV

RECORDING	\$	3.00
DARM \$3	\$	3.00
NJPRPA	\$	2.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	8.00

STATE OF NEW JERSEY  
Mercer County Clerk's Office

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*  
\* DO NOT REMOVE THIS COVER SHEET - \*  
\*IT CONTAINS ALL RECORDING INFORMATION \*  
\*\*\*\*\*

Paula Sollami-Covello  
Mercer County Clerk



VOL5781 PG058

*Part of  
Exp. P-26*



DDM 3p + 8p Chg9

Prepared by  
*Paul R. Roberts, Esq.*

## Deed Restriction

THIS DEED RESTRICTION, entered into as of this the 21<sup>st</sup> day of December, 2007, by and between the Township of Hamilton, a municipal corporation of the State of New Jersey with offices at 2090 Greenwood Avenue, Hamilton, NJ 08609 ("Township"), and Homefront-TLC, Inc. a New Jersey nonprofit corporation having offices at 1880 Princeton Avenue, Lawrenceville, NJ 08648 the developer/sponsor ("Owner") of a residential low income rental project known as Project Home VI (the "Project"):

### WITNESSETH

#### Article 1. Consideration

In consideration of certain benefits from the Township regarding the Project including an affordable housing trust fund grant in the total amount of \$226,800, receipt of which is hereby acknowledged, the Owner hereby agrees to be bound and abide by the covenants, terms and conditions set forth in this Deed restriction with respect to the land and improvements more specifically described in Article 2 hereof ("the Property")

#### Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No 2020, Lot No 49, and known by the street address:

40 Francis Avenue (4 rental units)

The Property was acquired by the Owner through Deed dated August 24, 2005 from Joshua Bamberger and Rachel Bamberger, and was recorded with the Mercer County Clerk on September 15, 2005 in Deed Book No. 05149 at Page No.0194.

#### Article 3 Affordable Housing Covenants

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

In accordance with N.J.A.C. 5 80-26.11, each separate restricted unit shall remain subject to the requirements of this Deed until the Township elects to release the unit from such requirements. Prior to

such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least thirty (30) years, provided, however, that any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction, or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26 I, *et seq*) (the "Uniform Controls")
- B. The Property and each unit therein shall be used solely for the purpose of providing rental dwelling units for low income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing. So long as any dwelling unit remains within its Control Period, sale of the Property shall be expressly subject to these Deed Restrictions. Any subsequent deeds of conveyance of the property must have this Deed Restriction appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township's Municipal Housing Liaison
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Township's Municipal Housing Liaison.
- D. The Owner shall notify the Township's Municipal Housing Liaison of any foreclosure actions filed with respect to the Property within five (5) business days of service of same upon the Owner.
- E. The Owner shall notify the Township's Municipal Housing Liaison within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
- F. The Property will serve the Special Needs population of low income families

**Article 4. Remedies for Breach of Affordable Housing Covenants**

The Owner recognizes and acknowledges that any breach of the Covenants herein shall cause irreparable harm to the Township's Municipal Housing Liaison, the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules and the obligation for the provision of low and moderate-income housing

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

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

Witness  
*Jean Chianese*  
Jean Chianese, RMC

TOWNSHIP OF HAMILTON  
BY *[Signature]*  
Glen D Gilmore  
Mayor

Witness  
*[Signature]*

HOMEFRONT-TLC, INC.  
BY *[Signature]*  
Connie Mercer  
Vice Chairperson

**ACKNOWLEDGEMENTS**

On this the 11<sup>th</sup> day of December, 2007 before me came Glen D. Gilmore known by me to be Mayor of Hamilton Township, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Deed on behalf of said Municipality, and that (s)he has so executed the foregoing Deed for the purposes stated therein.

*[Signature]*  
NOTARY PUBLIC  
JOAN A. HOFMANN  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 5/12/2008

On this the 20 day of December, 2007 before me came Connie Mercer, known to me to be Vice Chairperson of Homefront-TLC, Inc., the Owner of the Property, who states that she is duly authorized to execute said Deed on behalf of the Owner and that she has signed said Deed for the purposes stated therein.

*[Signature]*  
NOTARY PUBLIC

**Record and Return**  
Township of Hamilton  
Department of Law  
2090 Greenwood Avenue  
Hamilton, NJ 08609

Donna Baratta  
My Commission Expires  
April 14 2010  
Mercer County NJ  
Notary Public

*Original Copy*

## 20. HOMEFRONT IV – 116 MOFFAT AVENUE

**Homes by TLC, Inc.**  
**1880 Princeton Avenue**  
**Lawrenceville, NJ 08648**  
**609-989-9417 Fax 609-989-9423**

August 28, 2018

<b>HAMILTON</b>	<b># units</b>	<b># of Bedrooms</b>	<b>Income Level</b>
322- 330 <i>Connecticut</i>	8	all 2 bedrooms	5=VL; 3=L
40 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778 <i>Greenwood</i>	4	all 2 bedrooms	1=VL; 3=L
1782- 86 <i>Greenwood</i>	8	all 2 bedrooms	4=V; 4=L
116 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87 <i>NewKirk</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of  
Medium  
L= 50% of  
Medium  
M= 80% of  
Medium

**FILED**  
MAR 31 2008

*Paula Sollami-Covello*  
**PAULA SOLLAMI-COVELLO**  
Mercer County Clerk

**MERCER COUNTY  
HOME INVESTMENT PARTNERSHIPS PROGRAM  
AFFORDABLE HOUSING DEED RESTRICTION**

**COUNTY OF MERCER**, a municipal corporation of the State of New Jersey, having its principal offices located at the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068.

**BORROWER/OWNER:**

**Homefront - TLC, Inc.** a New Jersey nonprofit corporation, whose address is located at 1880 Princeton Avenue Lawrenceville, NJ 08648.

**PROJECT PROPERTY:**

**Hamilton Township, Mercer County, New Jersey  
Block 2027, Lot 22 (116 Moffat Avenue).**

**PROJECT:**

**Acquisition of four (4) affordable rental housing units for low income families. Four (4) units are designated as HOME units.**

**Grant:**

**Grant - \$200,000**

WHEREAS, the above named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with United States Department of Housing and Urban Development (hereafter), "HUD", by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnerships Program (hereafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's rules and regulations; and

WHEREAS, the HOME Program requires eligible project properties be subject to a deed restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels as established by HUD; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low and very low-income persons and families.

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that low and very low-income households will retain the Premises as affordable housing for occupancy.

2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of twenty-five (25) years from October 21, 2005; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.

4. Unit Standards. The Premises shall be used for four (4) units of rental housing, as described above. Each Project Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Property shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.

5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887) or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:

(a) They shall be consistent with the purpose of providing housing for “Low Income Families” and “Very Low Income Families”, as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants’ ability to perform the obligations of the Borrower’s form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Lender must approve any changes to these policies and criteria in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. **Tenant Income Standards.** During the term of this Affordable Housing Restriction the Project Properties shall be leased to at least two (2) families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) (“Very Low Income Families”) based on family size as determined by the US Department of Housing and Urban Development (“HUD”) and the remainder to Families whose annual incomes are at or less than EIGHTY PERCENT (80%) of the median income for the Area (as defined below). A “Family” is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The “Area” is defined as the Trenton-NJ PMSA. A Family’s annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. **Rental amount Limits.** Rental amounts shall comply with the following:

a. The monthly rent charged for the Project Properties to be rented to families whose incomes are at or below fifty percent of median area income shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. The monthly rent charged for the Project Properties to be rented to families whose incomes are above fifty percent of median area income shall not be greater than the lesser of the Fair Market Rent for Mercer



County as established by HUD or thirty percent (30%) of the monthly gross income of a Family whose income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

b. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. **Initial Proposed Rents.** Prior to initial occupancy of a Project Property and annually thereafter as part of the annual reports required under Section 8 above, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. **Records and Reporting to Lender.** Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. **Increases in Rental Amounts.** Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. **Prohibited Lease Provisions.** The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal

property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. **Project Lease Terms and Lease Terminations.** All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. **Transfer or Sale of Project Property.** The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent. Any sale, transfer or change of title shall require either full payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. **Demolition or Reduction of Project Property.** The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

15. Destruction or Damage of Project Property. If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. Use of Project Property. Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. Enforcement of Restrictions. Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. Notice of Restrictions. The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request.

19. Conditional Relief from Restrictions. Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights

and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. No Relief from Restrictions on Certain Transfers. The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise be payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lender:  
County of Mercer  
Housing and Community Development  
640 South Broad Street, RM 420  
Trenton, NJ 08650-0068

If to Borrower:  
Homefront - TLC, Inc.  
1880 Princeton Avenue  
Lawrenceville, NJ 08648

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder took effect upon October 21, 2005.

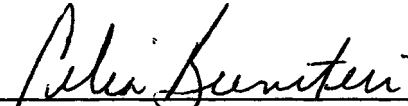
24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.

In witness whereof and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

Homefront - TLC, Inc.

BY:   
Celia Bernstein, Vice Chairperson

Date: 3-26-08

Attest:



Date: 3-26-08

ACKNOWLEDGMENT

STATE OF NEW JERSEY :  
: S.S.  
COUNTY OF MERCER :

I certify that on this date Celia Bernstein personally came before me and acknowledged under oath, to my satisfaction, that:

*EP* Homefront-TLC

(a) ~~Visitation Home~~, Inc. is named as the Borrower in this document (the "corporation");

(b) he/she, holds the position of Vice Chairperson of the corporation;

(c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;

(d) he/she is authorized to execute and deliver this document for the corporation and

(e) he/she signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

Signed and subscribed to before me.

  
\_\_\_\_\_  
Notary Signature

Date: 3-26-08

Donna Baratta  
My Commission Expires  
April 14 2010  
Mercer County NJ  
Notary Public

AMENDED AGREEMENT FOR THE COMMITMENT OF  
AFFORDABLE HOUSING TRUST FUND MONIES FOR HOMES BY  
TLC

THIS AGREEMENT made as of this 11<sup>th</sup> day of November, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Homes by TLC, Inc., a nonprofit corporation of the State of New Jersey, having offices at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648 ("Homes by TLC").

WITNESSETH:

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

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

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

WHEREAS, the Spending Plan includes an allocation of \$387,385.00 to Homes by TLC to subsidize the purchase or renovation of properties at 1778, 1782, and 1786 Greenwood Avenue and 116 and 117 Moffatt Avenue ("the Properties") for the purpose of providing affordable housing; and

WHEREAS, Homes by TLC has previously developed twenty-four (24) units of special needs affordable housing in the Township at Project Home II (322 and 324 Connecticut Avenue), Project Home VI (87 Newkirk Avenue and 141 Francis Avenue) and Project Home IX (1782 and 1786 Greenwood Avenue); and

WHEREAS, the purchase and renovation of the Property will be modelled on Homes by TLC's successful Project Home buildings; and

WHEREAS, on July 9, 2012, Homes by TLC and the Township executed an Agreement for the purchase and renovation of the Properties; and

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

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

- I. The parties agree that the Agreement for Construction of Affordable Housing Trust Fund Monies executed on July 9, 2012 is hereby terminated, and this Amended Agreement is substituted therefor.
- II. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund in the amount of \$387,385.00 to Homes by TLC for the purpose of purchasing and renovating existing properties for use as affordable housing. The allocation of the Monies shall be subject to the following allocation schedule:
  - A. Payment #1: 1782, 1786 Greenwood Avenue - \$91,135.00
  - B. Payment #2: 1778 Greenwood Avenue - \$111,250.00
  - C. Payment #3: 116 Moffatt Avenue - \$80,000.00
  - D. Payment #4: 117 Moffatt Avenue - \$105,000.00

Each payment shall be made at commencement of construction, but not later than the issuance of a certificate of occupancy for each project for which the payment is designated and upon receipt by the Township of an invoice submitted by Homes by TLC. Payments may be made in an order different from above depending on their sequence of construction and rehabilitation.

- III. Homes by TLC agrees to use the Monies to purchase and/or renovate the following properties:
  - A. Project Home X – Renovations to a four (4) family unit affordable housing project located at 1778 Greenwood Avenue (\$111,250.00).
  - B. Project Home XI – Renovations to a four (4) family unit affordable housing project located at 117 Moffatt Avenue (\$105,000.00).
  - C. Project Home IV – Renovations to existing four (4) family unit affordable housing project located at 116 Moffatt Avenue (\$80,000.00).
  - D. Project Home IX – Renovations to existing eight (8) family affordable housing project located at 1782 and 1786 Greenwood Avenue (\$40,000.00).



- E. Project Home X – Additional renovations to Project Home X and Project Home IX (\$51,135.00).
- IV. Homes by TLC shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* except as provided for herein and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low- and moderate-income households income individuals. Each unit shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property is subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a period of 30 years in accordance with deed restrictions previously recorded and are not required to be extended unless so ordered by the court.
- V. Homes by TLC shall provide the Township’s Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements.
- VI. The Monies provided by the Township shall be returned to it by Homes by TLC, Inc. if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Homes by TLC fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.
- VII. Homes by TLC shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.
- VIII. The disbursements of the Monies by the Township to Homes by TLC shall be made in full upon the following:
  - A. Approval of the Township’s Spending Plan or the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
  - B. The Township is convinced of the creditworthiness of each project; and

- C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).
- D. Homes by TLC's compliance with the terms of this Amended Agreement set forth in Section II.

IX. Miscellaneous

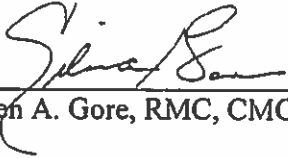
- A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
- B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.
- C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
- D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
- F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Homes by TLC and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

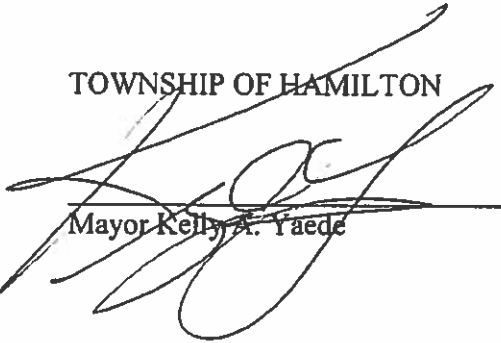
**SIGNATURES APPEAR ON THE NEXT PAGE**

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

Attest:

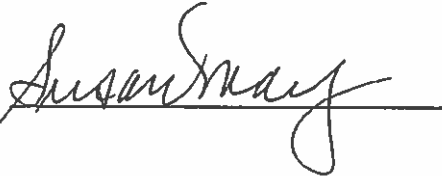
  
\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

TOWNSHIP OF HAMILTON

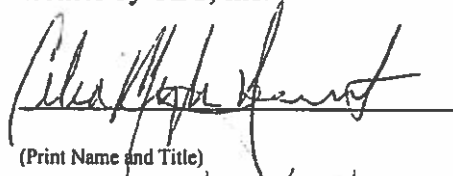
  
\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: 11/21/17

Attest:

  
\_\_\_\_\_  
Susan May

Homes by TLC, Inc.

  
\_\_\_\_\_  
(Print Name and Title)  
Celia Murphy, Bernstein  
Vice chairperson

Date: 11/16/17

Homes by TLC Amended Agreement 11 13 17

## 21. HOMEFRONT VI – 141 FRANCIS AVENUE

**Homes by TLC, Inc.**  
**1880 Princeton Avenue**  
**Lawrenceville, NJ 08648**  
**609-989-9417 Fax 609-989-9423**

August 28, 2018

<b>HAMILTON</b>	<b># units</b>	<b># of Bedrooms</b>	<b>Income Level</b>
322- 330 <i>Connecticut</i>	8	all 2 bedrooms	5=VL; 3=L
40 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778 <i>Greenwood</i>	4	all 2 bedrooms	1=VL; 3=L
1782- 86 <i>Greenwood</i>	8	all 2 bedrooms	4=V; 4=L
116 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87 <i>NewKirk</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of  
Medium  
L= 50% of  
Medium  
M= 80% of  
Medium

Mercer County Clerk's Office

Return To:

HAMILTON TWP  
2090 GREENWOOD AVE  
TRENTON NJ 08609

HAMILTON TWP  
HOMEFRONT-TLC

Index DEEDS

Book 05781 Page 0070

No. Pages 0004

Instrument DEED-MUNICIPAL

Date : 12/27/2007

Time : 9:05:56

Control # 200712270038

INST# RD 2007 056232

Employee ID DENAV

RECORDING	\$	3.00
DARM \$3	\$	3.00
NJPRPA	\$	2.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	8.00

STATE OF NEW JERSEY  
Mercer County Clerk's Office

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*  
\* DO NOT REMOVE THIS COVER SHEET - \*  
\*IT CONTAINS ALL RECORDING INFORMATION \*  
\*\*\*\*\*

Paula Sollami-Covello  
Mercer County Clerk



05781 PG070

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DDM 3p # 8p chg 9

Prepared by:  
*[Signature]*  
Paul L. Adams, Esq.

### Deed Restriction

THIS DEED RESTRICTION, entered into as of this the <sup>21<sup>st</sup></sup> day of December, 2007, by and between the Township of Hamilton, a municipal corporation of the State of New Jersey with offices at 2090 Greenwood Avenue, Hamilton, NJ 08609 ("Township"), and Homefront-TLC, Inc. a New Jersey nonprofit corporation, having offices at 1880 Princeton Avenue, Lawrenceville, NJ 08648 the developer/sponsor ("Owner") of a residential low income rental project known as Project Home VI (the "Project"):

#### WITNESSETH

#### Article 1. Consideration

In consideration of certain benefits from the Township regarding the Project including an affordable housing trust fund grant in the total amount of \$226,800, receipt of which is hereby acknowledged, the Owner hereby agrees to be bound and abide by the covenants, terms and conditions set forth in this Deed restriction with respect to the land and improvements more specifically described in Article 2 hereof ("the Property")

#### Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No 2028, Lot No 11, and known by the street address:

141 Francis Avenue (4 rental units)

The Property was acquired by the Owner through Deed dated October 26, 2006 from 141 Francis LLC, and was recorded with the Mercer County Clerk on November 16, 2006 in Deed Book No. 05515 at Page No 0250

#### Article 3. Affordable Housing Covenants

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

In accordance with N.J.A.C. 5:80-26.11, each separate restricted unit shall remain subject to the requirements of this Deed until the Township elects to release the unit from such requirements. Prior to



such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least thirty (30) years; provided, however, that any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction, or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1, *et seq*) (the "Uniform Controls").
- B. The Property and each unit therein shall be used solely for the purpose of providing rental dwelling units for low income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing. So long as any dwelling unit remains within its Control Period, sale of the Property shall be expressly subject to these Deed Restrictions. Any subsequent deeds of conveyance of the property must have this Deed Restriction appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township's Municipal Housing Liaison.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Township's Municipal Housing Liaison.
- D. The Owner shall notify the Township's Municipal Housing Liaison of any foreclosure actions filed with respect to the Property within five (5) business days of service of same upon the Owner.
- E. The Owner shall notify the Township's Municipal Housing Liaison within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
- F. The Property will serve the Special Needs population of low income families.

**Article 4 Remedies for Breach of Affordable Housing Covenants**

The Owner recognizes and acknowledges that any breach of the Covenants herein shall cause irreparable harm to the Township's Municipal Housing Liaison, the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules and the obligation for the provision of low and moderate-income housing.

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

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

Witness

*Jean Chianese*  
Jean Chianese, RMC

TOWNSHIP OF HAMILTON

BY

*[Signature]*  
Glen D. Gilmore  
Mayor

Witness

*Donna Baratta*

HOMEFRONT-TLG, INC.

BY

*[Signature]*  
Connie Mercer  
Vice Chairperson

**ACKNOWLEDGEMENTS**

On this the 21<sup>st</sup> day of December, 2007 before me came Glen D. Gilmore known by me to be Mayor of Hamilton Township, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Deed on behalf of said Municipality, and that (s)he has so executed the foregoing Deed for the purposes stated therein.

*[Signature]*  
NOTARY PUBLIC  
JOAN A. HOFMANN  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 5/12/2008

On this the 20 day of December, 2007 before me came Connie Mercer, known to me to be Vice Chairperson of Homefront-TLC, Inc., the Owner of the Property, who states that she is duly authorized to execute said Deed on behalf of the Owner and that she has signed said Deed for the purposes stated therein.

*[Signature]*  
NOTARY PUBLIC

**Record and Return**  
Township of Hamilton  
Department of Law  
2090 Greenwood Avenue  
Hamilton, NJ 08609

Donna Baratta  
My Commission Expires  
April 14 2010  
Mercer County NJ  
Notary Public

*Top Copy*

Mercer County Clerk's Office

Return To:

HAMILTON TWP  
2090 GREENWOOD AVE  
TRENTON NJ 08609

HAMILTON TWP  
HOMEFRONT-TLC

Index DEEDS

Book 05781 Page 0070

No. Pages 0004

Instrument DEED-MUNICIPAL

Date : 12/27/2007

Time : 9:05:56

Control # 200712270038

INST# RD 2007 056232

Employee ID DENAV

RECORDING	\$	3.00
DARM \$3	\$	3.00
NJPRPA	\$	2.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	8.00

STATE OF NEW JERSEY  
Mercer County Clerk's Office

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*  
\* DO NOT REMOVE THIS COVER SHEET - \*  
\*IT CONTAINS ALL RECORDING INFORMATION \*  
\*\*\*\*\*

Paula Sollami-Covello  
Mercer County Clerk



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## 22. HOMEFRONT VI – 87 NEWKIRK AVENUE

**Homes by TLC, Inc.**  
**1880 Princeton Avenue**  
**Lawrenceville, NJ 08648**  
**609-989-9417 Fax 609-989-9423**

August 28, 2018

<b>HAMILTON</b>	<b># units</b>	<b># of Bedrooms</b>	<b>Income Level</b>
322- 330 <i>Connecticut</i>	8	all 2 bedrooms	5=VL; 3=L
40 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778 <i>Greenwood</i>	4	all 2 bedrooms	1=VL; 3=L
1782- 86 <i>Greenwood</i>	8	all 2 bedrooms	4=V; 4=L
116 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87 <i>NewKirk</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of  
Medium  
L= 50% of  
Medium  
M= 80% of  
Medium

# Hamilton Township Department of Law

2090 Greenwood Avenue, P.O. Box 00150, Hamilton, New Jersey 08650-0150

Telefax: 609-890-3522  
Telephone: 609-890-3882

Paul R. Adezio, Esquire, Director  
Joshua L. Markowitz, Esquire  
Assistant Township Attorney

December 24, 2007

Paula Sollami Covello, Mercer County Clerk  
Mercer County Court House  
P.O. Box 8068  
Trenton, New Jersey 08650-8068

Re: Deed Restrictions  
Various Properties

Dear Madam:

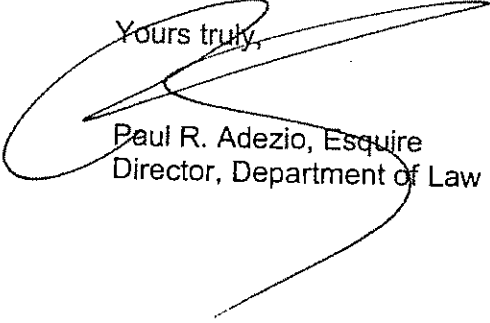
Enclosed please find original Deed Restrictions for the following properties:

- \* 40 Francis Avenue  
Block 2020, Lot 49, Hamilton Township
- \* 116 Moffat Avenue  
Block 2028, Lot 22, Hamilton Township,
- \* 87 Newkirk Avenue  
Block 2022, Lot 19, Hamilton Township
- \* 141 Francis Avenue  
Block 2028, Lot 11, Hamilton Township.

Please record the instruments in the appropriate book and return a conformed copy in the envelope provided. N.J.S.A. 40:48-2.7. Please charge the recording fees to the Township's account with your office (**Municipal Clerk #9**).

Please call me with any questions. Best wishes for a happy holiday season.

Yours truly,

  
Paul R. Adezio, Esquire  
Director, Department of Law

PRA:jah

enclosure

cc: Jean Chianese, RMC (w/o encl.)  
CGP&H (w/o encl.)  
Allen W. Schectel, Superintendent, Division of Planning (w/o encl.)  
Homefront TLC, Inc. (w/o encl.)

**THIS AFFORDABLE HOUSING TRUST FUND GRANT AGREEMENT,**  
(hereinafter "Grant Agreement") made as of this 21st of December, 2007, by and between Homefront TLC, Inc., a New Jersey non-profit corporation having offices at 1880 Princeton Avenue, Lawrenceville, (hereinafter "Grantee") and the Township of Hamilton, a Municipal Corporation of the State of New Jersey with offices at 2090 Greenwood Avenue, Hamilton, Mercer County, New Jersey (hereinafter "Township").

**WITNESSETH:**

WHEREAS, the Grantee has requested a grant from the Township's Affordable Housing Trust Fund in the amount of \$226,800.00 for the purchase and rehabilitation of the special needs housing project, Project Home VI, located at 87 Newkirk Avenue (four units) and 141 Francis Avenue (four units), (hereinafter called "Project Home VI" or the "Project;"); and

WHEREAS, Project Home VI will serve the special needs population of low income families; and

WHEREAS, the Township has agreed to such grant under the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

**Section 1: Affordable Housing Trust Fund Grant**

1. Pursuant to Town Council Resolution 06-364 and COAH Resolution No. 07-1928, the Township hereby agrees to provide to the Grantee a grant from the Township's Affordable Housing Trust Fund, in the total amount of \$226,800.00 (Exhibit A).
2. Said funds shall be provided by the Township to the Grantee for the express purpose of the purchase and/or rehabilitation of the units in the Project in order to render all of the units therein affordable to eligible low income households. The units in the Project shall be deed restricted for a minimum of thirty (30) years.
3. The full grant amount shall be dispersed to the Grantee upon the execution of this Agreement.

## **Section 2: Affordability Controls**

1. All eight of the units at Project Home VI will be preserved as affordable units as defined by the New Jersey Council on Affordable Housing (COAH). Notwithstanding, the foregoing, the Grantee may increase rents on the Project units on a yearly basis as permitted by COAH.
2. The Grantee will ensure a continuation of affordability controls so as to come under and be in conformance with the regulations and requirements promulgated by COAH for a period of thirty (30) years beginning at the time the Grantee takes title to the property. No tenant's individual rent shall be increased unless said increase is in strict accordance with guidelines promulgated by COAH.

## **Section 3: Maintenance**

The Grantee shall at all times prior to the expiration or termination of this Grant Agreement maintain and care for the Project in accordance with COAH standards and any and all applicable Municipal Ordinances.

## **Section 4: Sale/Termination of the Project**

1. It is understood and agreed that the Township, on written application by the Grantee, will not unreasonably withhold its consent to a sale of the Project (87 Newkirk Avenue and 141 Francis Avenue) and the transfer of obligations contained in this Grant Agreement to another Entity eligible to operate the Project pursuant to all applicable laws, provided that (i) the Grantee is not in default regarding any performance required of it hereunder and (ii) the Grantee's obligations under this Grant Agreement are fully assumed by the transferee.
2. In the event that the Project no longer qualifies for COAH credit, for any reason, including the Project has been terminated or a prospective transfer cannot be effectuated to an entity eligible to operate the Project, all grant funds received by the Grantee pursuant to this Grant Agreement shall be promptly returned to the Township, upon timely notice and demand.



**Section 5: Dispute Resolution**

In the event of a breach or violation of this Grant Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey, venued in Mercer County, through an appropriate proceeding to settle and resolve said dispute. Each party shall be responsible for its own legal fees and cost incurred in any such proceeding.

**Section 6: Indemnification**

It is understood and agreed that in the event the Township shall be named as a party defendant in any action brought against the Grantee by reason of any of the provisions of this Grant Agreement or any breach, default or violation thereof, the Grantee shall indemnify and hold the Township harmless, and the Grantee agrees to defend said action at its own expense. However, the Township maintains the right to intervene as a party thereto, to which intervention the Grantee consents, the expense thereof to be borne by the Township.

**Section 7: Violations**

All of the remedies provided in this Grant Agreement to the Township, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision contained within this Grant Agreement shall deprive the Township of any of its rights and remedies in accordance with law or actions against the Grantee because of its failure to comply with any provisions hereof.

**Section 8: Waiver**

Nothing contained herein or otherwise shall constitute a waiver or relinquishment by the Township of any rights and remedies, including, without limitation, the right to terminate this Grant Agreement for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the Township has under law, in equity, or under any provision of this Grant Agreement.

**Section 9: Notice**

Any notice required hereunder to be sent by either party to the other shall be sent by certified mail or registered mail, return receipt requested, and first class mail, addressed as follows:

if to the Township:

2090 Greenwood Avenue  
PO Box 0150  
Hamilton, NJ 06650-0150  
Attn: Allen Schectel, Superintendent of Planning

if to the Grantee:

Homefront – TLC, Inc.  
1880 Princeton Avenue  
Lawrenceville, NJ 08648  
Attn: Celia Muphree Bernstein, Director of Operations/CFO

**Section 10: Severability**

If any of the terms, covenants or conditions of this Grant Agreement shall be held invalid or unenforceable, the remainder of this Grant Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Grant Agreement shall be valid and enforced to the fullest extent permitted by law.

**Section 11: Miscellaneous**

1. This Grant Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.
2. There have been no oral representations made by either of the parties hereto which are not contained in this Grant Agreement. This Grant Agreement and the grant application constitute the entire Grant Agreement between the parties and there shall be no modifications thereto other than by a written instrument executed by both parties and delivered to each other.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written

Witness

Jean Chianese  
Jean Chianese, RMC

TOWNSHIP OF HAMILTON

BY

Glen D. Gilmore  
Glen D. Gilmore  
Mayor

Witness

Connie Mercer

HOMEFRONT-TLC, INC.

BY

Connie Mercer  
Connie Mercer  
Vice Chairperson

**ACKNOWLEDGEMENTS**

On this the 21st day of December, 2007 before me came Glen D. Gilmore known and by me to be the Mayor of Hamilton Township, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Grant Agreement on behalf of said Municipality, and that (s)he has executed the foregoing Grant Agreement for the purposes stated therein.

Joan A. Hoffmann  
NOTARY PUBLIC  
JOAN A. HOFFMANN  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 5/12/2008

On this the 20 day of December, 2007 before me came Connie Mercer, known by me to be the Vice Chairperson of Homefront-TLC, Inc., the Grantee identified as such in the foregoing Grant Agreement, who states that (s)he is duly authorized to execute said Grant Agreement on behalf of the Grantee has executed the forgoing Grant Agreement on behalf of said Grantee for the purposes stated therein.

Donna Baratta  
NOTARY PUBLIC

Donna Baratta  
My Commission Expires  
April 14 2010  
Mercer County NJ  
Notary Public

DDM 3p + 8p chg 9

Prepared by:  
*[Signature]*  
Paul L. Adams, ESQ

## Deed Restriction

THIS DEED RESTRICTION, entered into as of this the 21<sup>st</sup> day of December, 2007, by and between the Township of Hamilton, a municipal corporation of the State of New Jersey with offices at 2090 Greenwood Avenue, Hamilton, NJ 08609 ("Township"), and Homefront-TLC, Inc a New Jersey nonprofit corporation having offices at 1880 Princeton Avenue, Lawrenceville, NJ 08648 the development sponsor ("Owner") of a residential low income rental project known as Project Home VI (the "Project"):

### WITNESSETH

#### Article 1 Consideration

In consideration of certain benefits from the Township regarding the Project including an affordable housing trust fund grant in the total amount of \$226,800, receipt of which is hereby acknowledged, the Owner hereby agrees to be bound and abide by the covenants, terms and conditions set forth in this Deed restriction with respect to the land and improvements more specifically described in Article 2 hereof ("the Property")

#### Article 2 Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2022, Lot No 19, and known by the street address

87 Newkirk Avenue (4 rental units)

The Property was acquired by the Owner through Deed dated February 20, 2007 from 230 Klagg LLC, and was recorded with the Mercer County Clerk on February 26, 2007 in Deed Book No. 03581 at Page No.0019.

#### Article 3. Affordable Housing Covenants

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

In accordance with N.J.A.C. 5.80-26.11, each separate restricted unit shall remain subject to the requirements of this Deed until the Township elects to release the unit from such requirements. Prior to

such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least thirty (30) years, provided, however, that any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction, or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1, *et seq*) (the "Uniform Controls").
- B. The Property and each unit therein shall be used solely for the purpose of providing rental dwelling units for low income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing. So long as any dwelling unit remains within its Control Period, sale of the Property shall be expressly subject to these Deed Restrictions. Any subsequent deeds of conveyance of the property must have this Deed Restriction appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township's Municipal Housing Liaison.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Township's Municipal Housing Liaison.
- D. The Owner shall notify the Township's Municipal Housing Liaison of any foreclosure actions filed with respect to the Property within five (5) business days of service of same upon the Owner.
- E. The Owner shall notify the Township's Municipal Housing Liaison within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
- F. The Property will serve the Special Needs population of low income families.

**Article 4. Remedies for Breach of Affordable Housing Covenants**

The Owner recognizes and acknowledges that any breach of the Covenants herein shall cause irreparable harm to the Township's Municipal Housing Liaison, the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules and the obligation for the provision of low and moderate-income housing.

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

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

Witness

*Jean Chianese*  
Jean Chianese, RMC

TOWNSHIP OF HAMILTON

BY

*Glen D. Gilmore*  
Glen D. Gilmore  
Mayor

Witness

*Connie Mercer*

HOMEFRONT-TLC, INC.

BY

*Connie Mercer*  
Connie Mercer  
Vice Chairperson

**ACKNOWLEDGEMENTS**

On this the 11 day of December, 2007 before me came Glen D Gilmore known by me to be Mayor of Hamilton Township, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Deed on behalf of said Municipality, and that (s)he has so executed the foregoing Deed for the purposes stated therein.

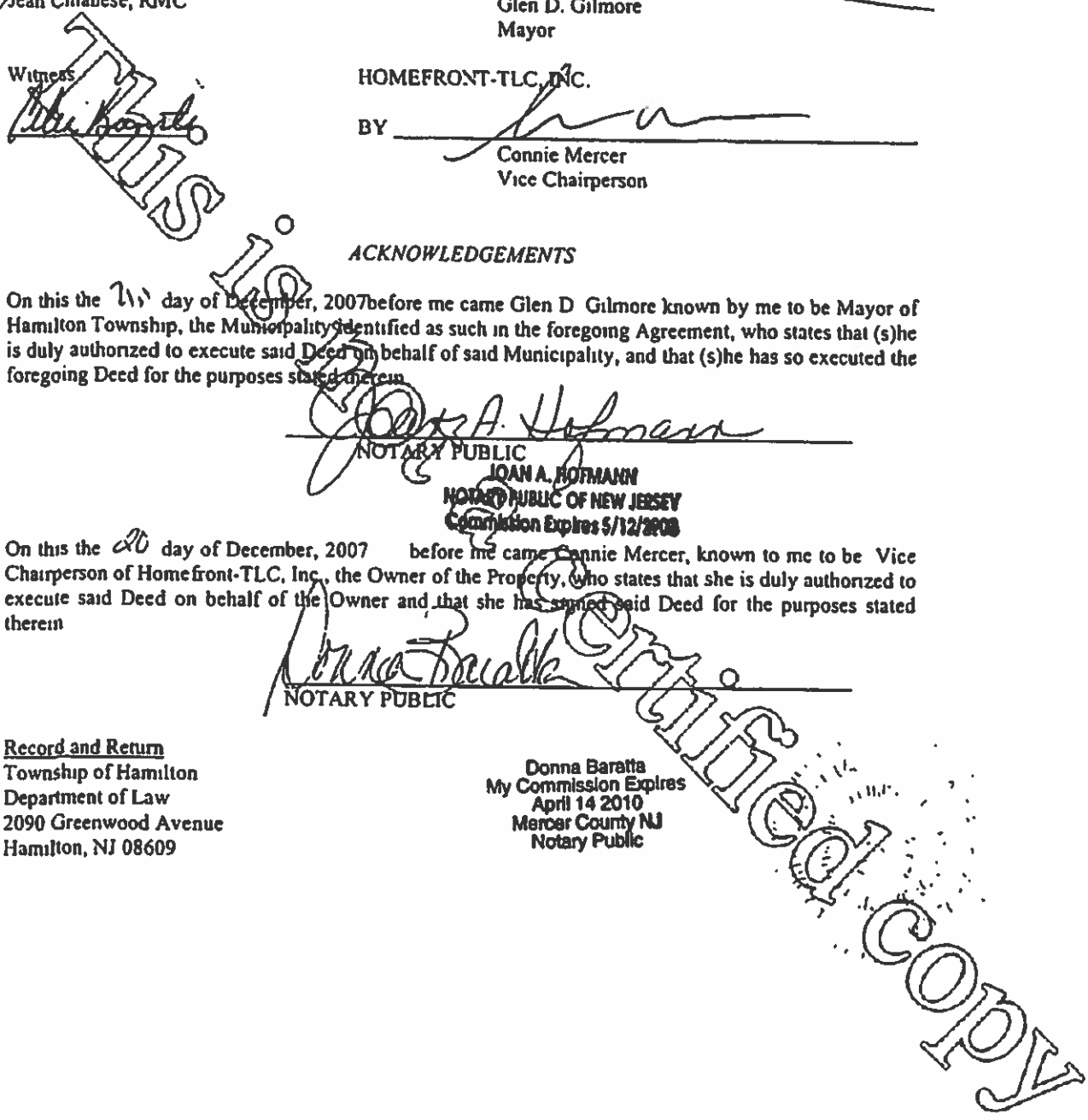
*Joan A. Hofmann*  
NOTARY PUBLIC  
JOAN A. HOFMANN  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 5/12/2008

On this the 20 day of December, 2007 before me came Connie Mercer, known to me to be Vice Chairperson of Homefront-TLC, Inc., the Owner of the Property, who states that she is duly authorized to execute said Deed on behalf of the Owner and that she has signed said Deed for the purposes stated therein.

*Donna Baratta*  
NOTARY PUBLIC

Record and Return  
Township of Hamilton  
Department of Law  
2090 Greenwood Avenue  
Hamilton, NJ 08609

Donna Baratta  
My Commission Expires  
April 14 2010  
Mercer County NJ  
Notary Public



**MERCER COUNTY  
HOME INVESTMENT PARTNERSHIPS PROGRAM  
AFFORDABLE HOUSING DEED RESTRICTION**

**LENDER:** COUNTY OF MERCER, a municipal corporation of the State of New Jersey, having its principal offices located at the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068.

**BORROWER/OWNER:** Homefront - TLC, Inc., a New Jersey nonprofit corporation, whose address is located at 1880 Princeton Avenue Lawrenceville, NJ 08648.

**PROJECT PROPERTY:** Hamilton Township, Mercer County, New Jersey Block 2022, Lot 19 (87 Newkirk Avenue).

**PROJECT:** Acquisition/rehabilitation of four (4) affordable rental housing units for persons with or without developmental disabilities.

**Grant:** Grant - \$282,862.00

WHEREAS, the above named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with United States Department of Housing and Urban Development (hereafter), "HUD", by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnerships Program (hereafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's rules and regulations; and

WHEREAS, the HOME Program requires eligible project properties be subject to a deed restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels as established by HUD; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low and very low-income persons and families.

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that low and very low-income households will retain the Premises as affordable housing for occupancy.

2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of twenty-five (25) years from the date of execution hereof; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.

4. Unit Standards. The Premises shall be used for four (4) units of rental housing, as described above. Each Project Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Property shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.

5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887) or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:



(a) They shall be consistent with the purpose of providing housing for "Low Income Families" and "Very Low Income Families", as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Lender must approve any changes to these policies and criteria in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. Tenant Income Standards. During the term of this Affordable Housing Restriction the Project Properties shall be leased to at least two (2) families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) ("Very Low Income Families") based on family size as determined by the US Department of Housing and Urban Development ("HUD") and the remainder to Families whose annual incomes are at or less than EIGHTY PERCENT (80%) of the median income for the Area (as defined below). A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Trenton-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. Rental amount Limits. Rental amounts shall comply with the following:

a. The monthly rent charged for the Project Properties to be rented to families whose incomes are at or below fifty percent of median area income shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. The monthly rent charged for the Project Properties to be rented to families whose incomes are above fifty percent of median area income shall not be greater than the lesser of the Fair Market Rent for Mercer

County as established by HUD or thirty percent (30%) of the monthly gross income of a Family whose income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

b. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. Initial Proposed Rents. Prior to initial occupancy of a Project Property and annually thereafter as part of the annual reports required under Section 8 above, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. Records and Reporting to Lender. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. Increases in Rental Amounts. Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. Prohibited Lease Provisions. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal

property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Project Lease Terms and Lease Terminations. All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. Transfer or Sale of Project Property. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent. Any sale, transfer or change of title shall require either full payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. Demolition or Reduction of Project Property. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

15. Destruction or Damage of Project Property. If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. Use of Project Property. Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. Enforcement of Restrictions. Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. Notice of Restrictions. The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request.

19. Conditional Relief from Restrictions. Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights

and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. No Relief from Restrictions on Certain Transfers. The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise be payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lender:  
County of Mercer  
Housing and Community Development  
640 South Broad Street, RM 420  
Trenton, NJ 08650-0068

If to Borrower:  
Homefront - TLC, Inc.  
1880 Princeton Avenue  
Lawrenceville, NJ 08648

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder take effect upon the date hereof.

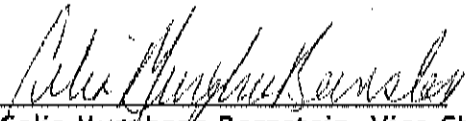
24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.

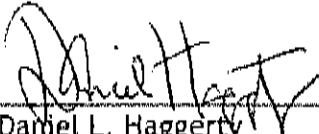
In witness whereof and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

Homefront - TLC, Inc.

BY:   
Celia Murphree Bernstein, Vice Chairperson

Date: February 21, 2007

Witness:

  
Daniel L. Haggerty

Date: February 21, 2007

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY                 :  
  :  
  : S.S.  
COUNTY OF MERCER                 :

I certify that on this date **Celia Murphree Bernstein** personally came before me and acknowledged under oath, to my satisfaction, that:

(a) Homefront - TLC, Inc. Inc. is named as the Borrower in this document (the "corporation");

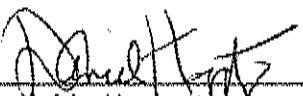
(b) he/she, holds the position of **Vice Chairperson** of the corporation;

(c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;

(d) he/she is authorized to execute and deliver this document for the corporation and

(e) he/she signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

Signed and subscribed to before me.

  
\_\_\_\_\_  
Daniel L. Haggerty  
Attorney-at-Law of New Jersey

Date: February 21, 2007

23. HOMEFRONT IX –  
1782 & 1786 GREENWOOD AVENUE



**Homes by TLC, Inc.**  
**1880 Princeton Avenue**  
**Lawrenceville, NJ 08648**  
**609-989-9417 Fax 609-989-9423**

August 28, 2018

<b>HAMILTON</b>	<b># units</b>	<b># of Bedrooms</b>	<b>Income Level</b>
322- 330 <i>Connecticut</i>	8	all 2 bedrooms	5=VL; 3=L
40 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778 <i>Greenwood</i>	4	all 2 bedrooms	1=VL; 3=L
1782- 86 <i>Greenwood</i>	8	all 2 bedrooms	4=V; 4=L
116 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87 <i>NewKirk</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of  
Medium  
L= 50% of  
Medium  
M= 80% of  
Medium

AMENDED AGREEMENT FOR THE COMMITMENT OF  
AFFORDABLE HOUSING TRUST FUND MONIES FOR HOMES BY  
TLC

THIS AGREEMENT made as of this 11<sup>th</sup> day of November, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 (“Township”), and Homes by TLC, Inc., a nonprofit corporation of the State of New Jersey, having offices at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648 (“Homes by TLC”).

WITNESSETH:

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

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

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

WHEREAS, the Spending Plan includes an allocation of \$387,385.00 to Homes by TLC to subsidize the purchase or renovation of properties at 1778, 1782, and 1786 Greenwood Avenue and 116 and 117 Moffatt Avenue (“the Properties”) for the purpose of providing affordable housing; and

WHEREAS, Homes by TLC has previously developed twenty-four (24) units of special needs affordable housing in the Township at Project Home II (322 and 324 Connecticut Avenue), Project Home VI (87 Newkirk Avenue and 141 Francis Avenue) and Project Home IX (1782 and 1786 Greenwood Avenue); and

WHEREAS, the purchase and renovation of the Property will be modelled on Homes by TLC’s successful Project Home buildings; and

WHEREAS, on July 9, 2012, Homes by TLC and the Township executed an Agreement for the purchase and renovation of the Properties; and

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

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

- I. The parties agree that the Agreement for Construction of Affordable Housing Trust Fund Monies executed on July 9, 2012 is hereby terminated, and this Amended Agreement is substituted therefor.
- II. The Township agrees to allocate monies (“Monies”) from the Township’s Affordable Housing Trust Fund in the amount of \$387,385.00 to Homes by TLC for the purpose of purchasing and renovating existing properties for use as affordable housing. The allocation of the Monies shall be subject to the following allocation schedule:
  - A. Payment #1: 1782, 1786 Greenwood Avenue - \$91,135.00
  - B. Payment #2: 1778 Greenwood Avenue - \$111,250.00
  - C. Payment #3: 116 Moffatt Avenue - \$80,000.00
  - D. Payment #4: 117 Moffatt Avenue - \$105,000.00

Each payment shall be made at commencement of construction, but not later than the issuance of a certificate of occupancy for each project for which the payment is designated and upon receipt by the Township of an invoice submitted by Homes by TLC. Payments may be made in an order different from above depending on their sequence of construction and rehabilitation.

- III. Homes by TLC agrees to use the Monies to purchase and/or renovate the following properties:
  - A. Project Home X – Renovations to a four (4) family unit affordable housing project located at 1778 Greenwood Avenue (\$111,250.00).
  - B. Project Home XI – Renovations to a four (4) family unit affordable housing project located at 117 Moffatt Avenue (\$105,000.00).
  - C. Project Home IV – Renovations to existing four (4) family unit affordable housing project located at 116 Moffatt Avenue (\$80,000.00).
  - D. Project Home IX – Renovations to existing eight (8) family affordable housing project located at 1782 and 1786 Greenwood Avenue (\$40,000.00).

- E. Project Home X – Additional renovations to Project Home X and Project Home IX (\$51,135.00).
- IV. Homes by TLC shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* except as provided for herein and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low- and moderate-income households income individuals. Each unit shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property is subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a period of 30 years in accordance with deed restrictions previously recorded and are not required to be extended unless so ordered by the court.
- V. Homes by TLC shall provide the Township’s Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements.
- VI. The Monies provided by the Township shall be returned to it by Homes by TLC, Inc. if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Homes by TLC fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.
- VII. Homes by TLC shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.
- VIII. The disbursements of the Monies by the Township to Homes by TLC shall be made in full upon the following:
  - A. Approval of the Township’s Spending Plan or the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
  - B. The Township is convinced of the creditworthiness of each project; and

- C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).
- D. Homes by TLC's compliance with the terms of this Amended Agreement set forth in Section II.

IX. Miscellaneous

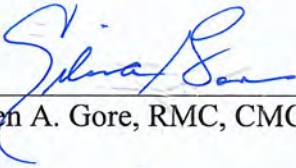
- A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
- B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.
- C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
- D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
- F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Homes by TLC and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

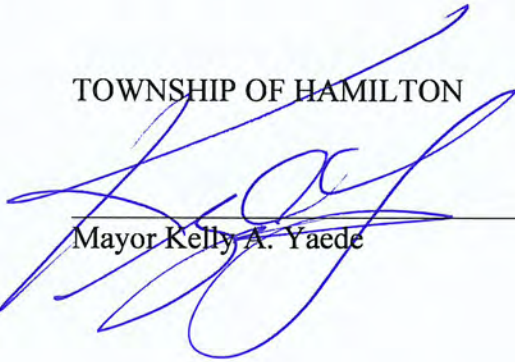
**SIGNATURES APPEAR ON THE NEXT PAGE**

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

Attest:

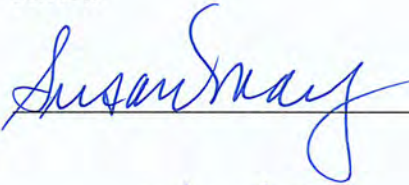
  
\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

TOWNSHIP OF HAMILTON

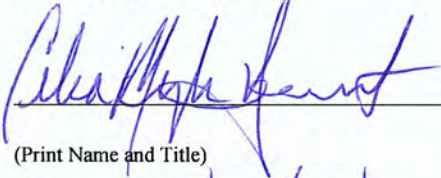
  
\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: 11/21/17

Attest:

  
\_\_\_\_\_  
Susan May

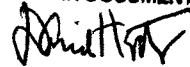
Homes by TLC, Inc.

  
\_\_\_\_\_  
(Print Name and Title)  
Celia Murphy Kemster  
Vice chairperson

Date: 11/16/17

Homes by TLC Amended Agreement 11 13 17

CERTIFIED TO BE A TRUE  
AND CORRECT COPY OF THE  
ORIGINAL OF THE  
WITHIN DOCUMENT.



**MERCER COUNTY  
HOME INVESTMENT PARTNERSHIPS PROGRAM  
AFFORDABLE HOUSING DEED RESTRICTION**

**LENDER:** COUNTY OF MERCER, a municipal corporation of the State of New Jersey, having its principal offices located at the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068.

**BORROWER/OWNER:** Homefront - TLC, Inc, a 501 (c) (3) nonprofit corporation organized under the laws of the State of New Jersey, and a Community Housing Development Organization (CHDO) pursuant to HUD designation and having an address located at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648.

**PROJECT PROPERTY:** Hamilton Township, Mercer County, New Jersey Block 1745, Lots 4 & 5 (1782 Greenwood Avenue and 1786 Greenwood Ave, Hamilton Township, Mercer County, New Jersey 08609).

**PROJECT:** Acquisition and Rehabilitation of eight (8) affordable rental housing units for persons who may be homeless.

**LOAN:** \$635,000.00

**LOAN TERM/  
AFFORDABILITY  
PERIOD:** Thirty (30) year, measured from the date of Borrower's execution of the Note and Mortgage (distribution of HOME funds).

**REPAYMENT:** Deferred for Affordability Period (30 years).

**INTEREST AMOUNT:** Zero

WHEREAS, the above named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with United States Department of Housing and Urban Development (hereafter, "HUD", by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnerships Program (hereafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's rules and regulations; and

WHEREAS, the HOME Program requires eligible project properties be subject to a deed



restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels as established by HUD; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low and very low-income persons and families.

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that low and very low-income households will retain the Premises as affordable housing for occupancy.

2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of thirty (30) years from the date of execution hereof; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.

4. Unit Standards. The Premises shall be used for eight (8) units of rental housing four (4) of which units shall be situated in the building located at 1782 Greenwood Avenue and the remaining four (4) of which units shall be situated in the building located at 1786 Greenwood Avenue), as described above. Each Project Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Unit shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.

5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a

certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887) or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:

(a) They shall be consistent with the purpose of providing housing for "Low Income Families" and "Very Low Income Families", as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Lender must approve any changes to these policies and criteria in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. Tenant Income Standards. During the term of this Affordable Housing Restriction the Project Units shall be leased to at least two (2) families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) ("Very Low Income Families") based on family size as determined by the US Department of Housing and Urban Development ("HUD") and the remainder of the Project Units to Families whose annual incomes are at or less than EIGHTY PERCENT (80%) of the median income for the Area (as defined below). A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Trenton-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. Rental amount Limits. Rental amounts shall comply with the following:

a. The monthly rent charged for the Project Units to be rented to families whose incomes are at or below fifty percent of median area income shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. The monthly rent charged for the Project Units to be rented to families whose incomes are above fifty percent of median area income shall not be greater than the lesser of the Fair Market Rent for Mercer County as established by HUD or thirty percent (30%) of the monthly gross income of a Family whose income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

b. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. Initial Proposed Rents. Prior to initial occupancy of a Project Unit and annually thereafter as part of the annual reports required under Section 8 above, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. Records and Reporting to Lender. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within sixty (60) days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. Increases in Rental Amounts. Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent

increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. Prohibited Lease Provisions. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Project Lease Terms and Lease Terminations. All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. Transfer or Sale of Project Property. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent, which shall not be unreasonably withheld. Any sale, transfer or change of title shall require either full

payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. Demolition or Reduction of Project Property. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

15. Destruction or Damage of Project Property. If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. Use of Project Property. Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. Enforcement of Restrictions. Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. Notice of Restrictions. The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request.

19. **Conditional Relief from Restrictions.** Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. **No Relief from Restrictions on Certain Transfers.** The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise be payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lender:  
County of Mercer  
Office of Housing and Community Development  
640 South Broad Street, RM 420  
Trenton, NJ 08650-0068

If to Borrower:  
HomeFront - TLC, Inc.  
1880 Princeton Avenue  
Lawrenceville, NJ 08648

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder take effect upon the date hereof.

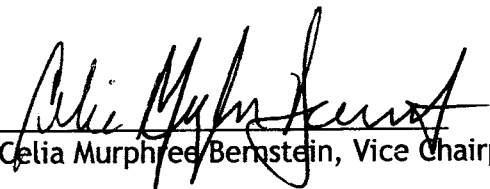
24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.

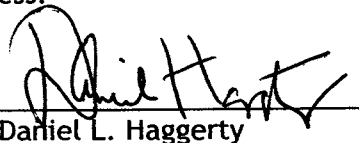
In witness whereof and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

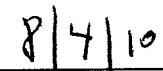
HomeFront - TLC, Inc.

BY:   
Celia Murphree Bernstein, Vice Chairperson

Date: 

Witness:

  
Daniel L. Haggerty

Date: 

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY           :  
  :  
  : S.S.  
COUNTY OF MERCER            :

I certify that on this date **Celia Murphree Bernstein** personally came before me and acknowledged under oath, to my satisfaction, that:

(a) Homefront-TLC, Inc. is named as the Borrower in this document (the “corporation”);

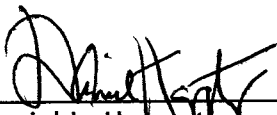
(b) he/she, holds the position of **Vice Chairperson** of the corporation;

(c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;

(d) he/she is authorized to execute and deliver this document for the corporation and

(e) he/she signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

Date: August 4, 2010

  
\_\_\_\_\_  
Daniel L. Haggerty  
Attorney-at-Law of New Jersey



# HARRIS SURVEYING, INC.

Professional Land Surveyors and Professional Planners

Thomas A. Harris, P.L.S., P.P.  
Thomas A. Harris Jr., P.L.S., P.P.  
Kevin P. Harris, P.L.S., P.P.

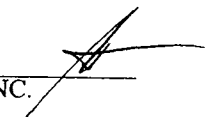
## DESCRIPTION OF 1782 GREENWOOD AVENUE LOT 4 BLOCK 1745 HAMILTON TOWNSHIP, MERCER COUNTY, NEW JERSEY

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF GREENWOOD AVENUE (66 FOOT RIGHT OF WAY) CORNER TO LOT 3 AND BEING DISTANT 101.51 FEET NORTHEASTERLY FROM THE INTERSECTION OF THE NORTHEASTERLY LINE OF CONNECTICUT AVENUE (60 FOOT RIGHT OF WAY) WITH THE SAID NORTHWESTERLY LINE OF GREENWOOD AVENUE, SAID POINT ALSO BEING OPPOSITE THE CENTER OF A COMMON PARTY WALL DIVIDING THE HOUSE ON THE LOT HEREIN DESCRIBED FROM THE HOUSE ON THE LOT ADJOINING ON THE SOUTHWESTERLY SIDE THEREOF, AND RUNS;THENCE

- 1) ALONG THE NORTHEASTERLY LINE OF LOT 3, NORTH 29 DEGREES 30 MINUTES 00 SECONDS WEST, PASSING TO, THROUGH AND BEYOND THE CENTER OF SAID COMMON PARTY WALL, A DISTANCE OF 115.59 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF ALLEY 26 (15' WIDE);THENCE
- 2) ALONG THE SOUTHEASTERLY LINE OF ALLEY 26, NORTH 65 DEGREES 01 MINUTES 00 SECONDS EAST, A DISTANCE OF 32.26 FEET TO A POINT CORNER TO LOT 5, SAID POINT ALSO BEING OPPOSITE THE CENTER OF A COMMON PARTY WALL DIVIDING THE HOUSE ON THE LOT HEREIN DESCRIBED FROM THE HOUSE ON THE LOT ADJOINING ON THE NORTHEASTERLY SIDE THEREOF;THENCE
- 3) ALONG THE SOUTHWESTERLY LINE OF LOT 5, SOUTH 29 DEGREES 08 MINUTES 00 SECONDS EAST, PASSING TO, THROUGH AND BEYOND THE CENTER OF SAID COMMON PARTY WALL, A DISTANCE OF 116.47 FEET TO A POINT IN THE NORTHWESTERLY LINE OF GREENWOOD AVENUE;THENCE
- 4) ALONG THE NORTHWESTERLY LINE OF GREENWOOD AVENUE, SOUTH 66 DEGREES 43 MINUTES 00 SECONDS WEST, A DISTANCE OF 31.60 FEET TO THE POINT AND PLACE OF BEGINNING.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD IF ANY.

THIS WRITTEN DESCRIPTION IS IN ACCORDANCE WITH A SURVEY PREPARED BY HARRIS SURVEYING, INC. DATED FEBRUARY 24, 2010.

  
HARRIS SURVEYING, INC.  
THOMAS A. HARRIS  
PROFESSIONAL LAND SURVEYOR  
N.J. LICENSE NO. 16205

DATE: MARCH 1, 2010  
FILE: 100080  
TITLE: 3471-1630704-PRC

Exhibit "A"

# HARRIS SURVEYING, INC.

Professional Land Surveyors and Professional Planners

Thomas A. Harris, P.L.S., P.P.  
Thomas A. Harris Jr., P.L.S., P.P.  
Kevin P. Harris, P.L.S., P.P.

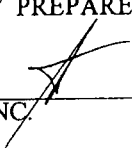
## DESCRIPTION OF 1786 GREENWOOD AVENUE LOT 5 BLOCK 1745 HAMILTON TOWNSHIP, MERCER COUNTY, NEW JERSEY

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF GREENWOOD AVENUE (66 FOOT RIGHT OF WAY) CORNER TO LOT 6 AND BEING DISTANT 165.19 FEET NORTHEASTERLY FROM THE INTERSECTION OF THE NORTHEASTERLY LINE OF CONNECTICUT AVENUE (60 FOOT RIGHT OF WAY) WITH THE SAID NORTHWESTERLY LINE OF GREENWOOD AVENUE, SAID POINT ALSO BEING OPPOSITE THE CENTER OF A COMMON PARTY WALL DIVIDING THE HOUSE ON THE LOT HEREIN DESCRIBED FROM THE HOUSE ON THE LOT ADJOINING ON THE NORTHEASTERLY SIDE THEREOF, AND RUNS;THENCE

- 1) ALONG THE SOUTHWESTERLY LINE OF LOT 6, NORTH 29 DEGREES 11 MINUTES 00 SECONDS WEST, PASSING TO, THROUGH AND BEYOND THE CENTER OF SAID COMMON PARTY WALL, A DISTANCE OF 117.44 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF ALLEY 26 (15' WIDE);THENCE
- 2) ALONG THE SOUTHEASTERLY LINE OF ALLEY 26, SOUTH 65 DEGREES 01 MINUTES 00 SECONDS WEST, A DISTANCE OF 31.90 FEET TO A POINT CORNER TO LOT 4, SAID POINT ALSO BEING OPPOSITE THE CENTER OF A COMMON PARTY WALL DIVIDING THE HOUSE ON THE LOT HEREIN DESCRIBED FROM THE HOUSE ON THE LOT ADJOINING ON THE SOUTHWESTERLY SIDE THEREOF;THENCE
- 3) ALONG THE NORTHEASTERLY LINE OF LOT 4, SOUTH 29 DEGREES 08 MINUTES 00 SECONDS EAST, PASSING TO, THROUGH AND BEYOND THE CENTER OF SAID COMMON PARTY WALL, A DISTANCE OF 116.47 FEET TO A POINT IN THE NORTHWESTERLY LINE OF GREENWOOD AVENUE;THENCE
- 4) ALONG THE NORTHWESTERLY LINE OF GREENWOOD AVENUE, NORTH 66 DEGREES 43 MINUTES 00 SECONDS EAST, A DISTANCE OF 32.08 FEET TO THE POINT AND PLACE OF BEGINNING.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD IF ANY.

THIS WRITTEN DESCRIPTION IS IN ACCORDANCE WITH A SURVEY PREPARED BY HARRIS SURVEYING, INC. DATED FEBRUARY 24, 2010.

  
HARRIS SURVEYING, INC.  
THOMAS A. HARRIS  
PROFESSIONAL LAND SURVEYOR  
N.J. LICENSE NO. 16205

DATE: MARCH 1, 2010  
FILE: 100081  
TITLE: 3471-1630704-PRC

Exhibit "A"

AMENDED AGREEMENT FOR THE COMMITMENT OF  
AFFORDABLE HOUSING TRUST FUND MONIES FOR HOMES BY  
TLC

THIS AGREEMENT made as of this 11<sup>th</sup> day of November, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Homes by TLC, Inc., a nonprofit corporation of the State of New Jersey, having offices at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648 ("Homes by TLC").

WITNESSETH:

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

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

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

WHEREAS, the Spending Plan includes an allocation of \$387,385.00 to Homes by TLC to subsidize the purchase or renovation of properties at 1778, 1782, and 1786 Greenwood Avenue and 116 and 117 Moffatt Avenue ("the Properties") for the purpose of providing affordable housing; and

WHEREAS, Homes by TLC has previously developed twenty-four (24) units of special needs affordable housing in the Township at Project Home II (322 and 324 Connecticut Avenue), Project Home VI (87 Newkirk Avenue and 141 Francis Avenue) and Project Home IX (1782 and 1786 Greenwood Avenue); and

WHEREAS, the purchase and renovation of the Property will be modelled on Homes by TLC's successful Project Home buildings; and

WHEREAS, on July 9, 2012, Homes by TLC and the Township executed an Agreement for the purchase and renovation of the Properties; and

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

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

- I. The parties agree that the Agreement for Construction of Affordable Housing Trust Fund Monies executed on July 9, 2012 is hereby terminated, and this Amended Agreement is substituted therefor.
- II. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund in the amount of \$387,385.00 to Homes by TLC for the purpose of purchasing and renovating existing properties for use as affordable housing. The allocation of the Monies shall be subject to the following allocation schedule:
  - A. Payment #1: 1782, 1786 Greenwood Avenue - \$91,135.00
  - B. Payment #2: 1778 Greenwood Avenue - \$111,250.00
  - C. Payment #3: 116 Moffatt Avenue - \$80,000.00
  - D. Payment #4: 117 Moffatt Avenue - \$105,000.00

Each payment shall be made at commencement of construction, but not later than the issuance of a certificate of occupancy for each project for which the payment is designated and upon receipt by the Township of an invoice submitted by Homes by TLC. Payments may be made in an order different from above depending on their sequence of construction and rehabilitation.

- III. Homes by TLC agrees to use the Monies to purchase and/or renovate the following properties:
  - A. Project Home X – Renovations to a four (4) family unit affordable housing project located at 1778 Greenwood Avenue (\$111,250.00).
  - B. Project Home XI – Renovations to a four (4) family unit affordable housing project located at 117 Moffatt Avenue (\$105,000.00).
  - C. Project Home IV – Renovations to existing four (4) family unit affordable housing project located at 116 Moffatt Avenue (\$80,000.00).
  - D. Project Home IX – Renovations to existing eight (8) family affordable housing project located at 1782 and 1786 Greenwood Avenue (\$40,000.00).

- E. Project Home X – Additional renovations to Project Home X and Project Home IX (\$51,135.00).
- IV. Homes by TLC shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* except as provided for herein and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low- and moderate-income households income individuals. Each unit shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property is subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a period of 30 years in accordance with deed restrictions previously recorded and are not required to be extended unless so ordered by the court.
- V. Homes by TLC shall provide the Township’s Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements.
- VI. The Monies provided by the Township shall be returned to it by Homes by TLC, Inc. if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Homes by TLC fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.
- VII. Homes by TLC shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.
- VIII. The disbursements of the Monies by the Township to Homes by TLC shall be made in full upon the following:
  - A. Approval of the Township’s Spending Plan or the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
  - B. The Township is convinced of the creditworthiness of each project; and

- C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).
- D. Homes by TLC's compliance with the terms of this Amended Agreement set forth in Section II.

IX. Miscellaneous

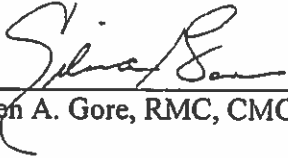
- A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
- B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.
- C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
- D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
- F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Homes by TLC and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

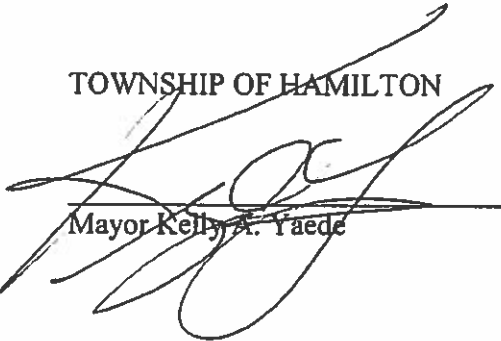
**SIGNATURES APPEAR ON THE NEXT PAGE**

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

Attest:

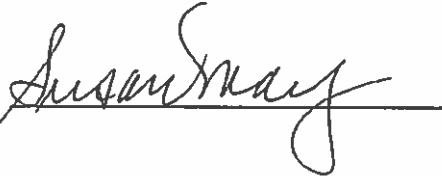
  
\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

TOWNSHIP OF HAMILTON

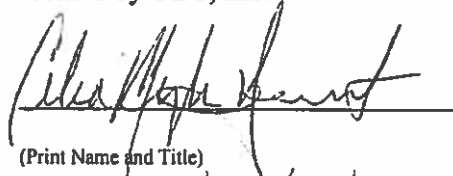
  
\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: 11/21/17

Attest:

  
\_\_\_\_\_  
Susan May

Homes by TLC, Inc.

  
\_\_\_\_\_  
(Print Name and Title)  
Celia Murphy, Bernstein  
Vice chairperson

Date: 11/16/17

Homes by TLC Amended Agreement 11 13 17



24. HOMEFRONT X –  
1778 GREENWOOD AVENUE

**Homes by TLC, Inc.**  
**1880 Princeton Avenue**  
**Lawrenceville, NJ 08648**  
**609-989-9417 Fax 609-989-9423**

August 28, 2018

<b>HAMILTON</b>	<b># units</b>	<b># of Bedrooms</b>	<b>Income Level</b>
322- 330 <i>Connecticut</i>	8	all 2 bedrooms	5=VL; 3=L
40 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778 <i>Greenwood</i>	4	all 2 bedrooms	1=VL; 3=L
1782- 86 <i>Greenwood</i>	8	all 2 bedrooms	4=V; 4=L
116 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87 <i>NewKirk</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of  
Medium  
L= 50% of  
Medium  
M= 80% of  
Medium

**MERCER COUNTY  
HOME INVESTMENT PARTNERSHIPS PROGRAM  
AFFORDABLE HOUSING DEED RESTRICTION**

**LENDER:** COUNTY OF MERCER, a municipal corporation of the State of New Jersey, having its principal offices located at the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068.

**BORROWER/OWNER:** Homefront - TLC, Inc, a 501 (c) (3) nonprofit corporation organized under the laws of the State of New Jersey, and a Community Housing Development Organization (CHDO) pursuant to HUD designation and having an address located at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648.

**PROJECT PROPERTY:** Hamilton Township, Mercer County, New Jersey Block 1745, Lot 3 (1778 Greenwood, Hamilton Township, Mercer County, New Jersey 08609).

**PROJECT:** Acquisition and Rehabilitation of four (4) affordable rental housing units for persons who may be homeless.

**LOAN:** \$333,750.00

**LOAN TERM/  
AFFORDABILITY  
PERIOD:** Thirty (30) year, measured from the date of Borrower's execution of the Note and Mortgage (distribution of HOME funds).

**REPAYMENT:** Deferred for Affordability Period (30 years).

**INTEREST AMOUNT:** Zero

WHEREAS, the above named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with United States Department of Housing and Urban Development (hereafter, "HUD", by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnerships Program (hereafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's rules and regulations; and

WHEREAS, the HOME Program requires eligible project properties be subject to a deed

restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels as established by HUD; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low and very low-income persons and families.

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that low and very low-income households will retain the Premises as affordable housing for occupancy.

2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of thirty (30) years from the date of execution hereof; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.

4. Unit Standards. The Premises shall be used for four (4) units of rental housing, as described above. Each Project Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Unit shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.

5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887)

or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:

(a) They shall be consistent with the purpose of providing housing for "Low Income Families" and "Very Low Income Families", as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Lender must approve any changes to these policies and criteria in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. Tenant Income Standards. During the term of this Affordable Housing Restriction the Project Units shall be leased to at least two (2) families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) ("Very Low Income Families") based on family size as determined by the US Department of Housing and Urban Development ("HUD") and the remainder of the Project Units to Families whose annual incomes are at or less than EIGHTY PERCENT (80%) of the median income for the Area (as defined below). A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Trenton-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. Rental amount Limits. Rental amounts shall comply with the following:

a. The monthly rent charged for the Project Units to be rented to families whose incomes are at or below fifty percent of median area income shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. The monthly rent charged for the Project Units to be rented to families whose incomes are above fifty percent of median area income shall not be greater than the lesser of the Fair Market Rent for Mercer County as established by HUD or thirty percent (30%) of the monthly gross income of a Family whose income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

b. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. Initial Proposed Rents. Prior to initial occupancy of a Project Unit and annually thereafter as part of the annual reports required under Section 9 below, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. Records and Reporting to Lender. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within sixty (60) days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. Increases in Rental Amounts. Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be

implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. Prohibited Lease Provisions. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Project Lease Terms and Lease Terminations. All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. Transfer or Sale of Project Property. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent, which shall not be unreasonably withheld. Any sale, transfer or change of title shall require either full

payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. **Demolition or Reduction of Project Property.** The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

15. **Destruction or Damage of Project Property.** If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. **Use of Project Property.** Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. **Enforcement of Restrictions.** Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. **Notice of Restrictions.** The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request.



19. **Conditional Relief from Restrictions.** Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. **No Relief from Restrictions on Certain Transfers.** The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise be payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lender:  
County of Mercer  
Office of Housing and Community Development  
640 South Broad Street, RM 420  
Trenton, NJ 08650-0068

If to Borrower:  
Homefront - TLC, Inc.  
1880 Princeton Avenue  
Lawrenceville, NJ 08648

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder take effect upon the date hereof.

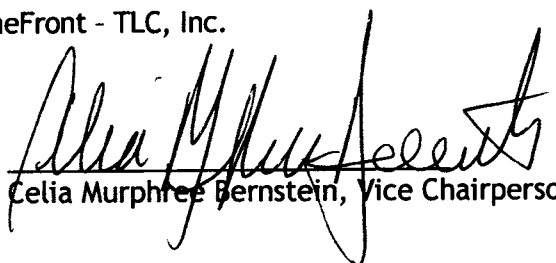
24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.

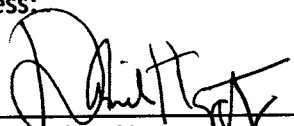
In witness whereof and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

HomeFront - TLC, Inc.

BY:   
Celia Murphree Bernstein, Vice Chairperson

Date: November 9, 2011

Witness:

  
Daniel L. Haggerty

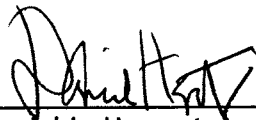
Date: November 9, 2011

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY           :  
  :  
  : S.S.  
COUNTY OF MERCER           :

I certify that on November 9, 2011 **Celia Murphree Bernstein** personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) Homefront-TLC, Inc. is named as the Borrower in this document (the "corporation");
- (b) he/she, holds the position of **Vice Chairperson** of the corporation;
- (c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;
- (d) he/she is authorized to execute and deliver this document for the corporation and
- (e) he/she signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

  
\_\_\_\_\_  
Daniel L. Haggerty  
Attorney-at-Law of New Jersey

Record and Return:  
First American Title Insurance Company  
2 Research Way  
Princeton, New Jersey 08540



3471-1774346-PRC  
 Hamilton Township Tax Map  
 Sheet 100  
 Block 1745  
 Lot 3

(Rev'd. Aug. 18, 2011 ~ Add Sewer Note)  
 August 15, 2011

Description of Lot 3 in Block 1745 as shown on Sheet 100 of the Hamilton Township Tax Map, being commonly known as **1778 Greenwood Avenue**, situate in the Township of Hamilton, Mercer County, New Jersey.

**BEGINNING** at a **POINT** in the northerly right-of-way line of Greenwood Avenue (*State Highway Route 33*), 66 feet wide, said point being 69.57 feet as measured along said right-of-way line in an easterly direction from the intersection of the said northerly right-of-way line of Greenwood Avenue with the easterly right-of-way line of Connecticut Avenue, 60 feet wide, and from said **BEGINNING POINT** running; thence,

1. Along the easterly line of lands N/F Leonel J. Baptiste and Ketty Belizaire N 29° 46' 00" W, 114.68 feet to a point in the southerly right-of-way of Alley 26, 15 feet wide; thence,
2. Along said alley N 65° 01' 00" E, 32.38 feet to a point corner to lands N/F Homefront – TLC, Inc.; thence,
3. Along the westerly line of said lands S 29° 30' 00" E, 115.59 feet to a point in the aforementioned northerly right-of-way line of Greenwood Avenue; thence,
4. Along said right-of-way line S 66° 43' 00" W, 31.93 feet to the **POINT** and **PLACE** of **BEGINNING**.

Containing 3,684.5 square feet of land more or less.

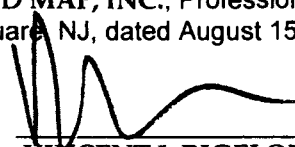
The above described premises being known as part of Lots 3 and 4 as shown on a map entitled "Map of Lots of Parkside Development," duly filed in the Mercer County Clerk's Office on June 17, 1924 as Map No. 420.

The above described premises being subject to and together with all rights associated with a sewer pipe running through the building as referenced in Deed Book 672, Page 550, *et seq.*

The hereinafter-referenced survey as described above being subject to any facts that may be revealed by a full and accurate title search and any restrictions of record.

According to a survey prepared by **LAND MAP, INC.**, Professional Land Surveying, Planning and Mapping Consultants, Hamilton Square, NJ, dated August 15, 2011, Proj. No. 12074.

8.13.11  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
**VINCENT J. RIGELON, JR.**,  
 New Jersey Professional Land Surveyor No. 33111

**Project Home X- 1778 Greenwood**  
Proposal to Hamilton Twp

**SUMMARY:** Homefront-TLC, Inc. has purchased and will renovate a four-unit apartment building to be used as permanent, service-enriched housing for low-income families with children. The operation of this building will be modeled after our highly successful Project Home buildings and is adjacent to our Project Home IX (1782-1786 Greenwood). The total project cost is \$445,000. We received \$333,750 in County HOME funds and are requesting \$111,250 in funds from Hamilton Twp affordable housing/developer fees.

**The Tenants to be Served:** Our tenants will be homeless families with at least one child under 18. Clients will pay 35% of their income for rent and utilities. Case management and life skills coaching will be available to all tenants.

**The Site:** The building we have selected for Project Home X will provide safe, secure and dignified housing for its tenants. It is on Greenwood Avenue in Hamilton Twp. and has four two-bedroom. We estimate that the units will serve approximately four families. The children will attend the Hamilton School District.

While the building is structurally sound, and in relatively good condition, improvements are necessary. The building is in an excellent location: on a bus line and near other service providers as well. HomeFront has a number of other housing units in the neighborhood which will make it logistically easier to provide comprehensive property management support and quality social services. We own the adjacent property (1782-1786 Greenwood Ave).

**The Need:** After 15 years of experience with the homeless, we firmly believe that this project is designed to serve the most desperately needy population in Mercer County- homeless non-eligible singles and families. Each and every day HomeFront and our colleagues work hard to find affordable housing for people who are ready to move on from various shelters and transitional living programs. When they are fortunate enough to secure a unit (often paying 70% or 80% of their total income) we celebrate with them. However, we know that many- if not most- of them will return to the shelter system because they will not be able to make-it without significant social service supports.

**Support Services:** There will be a Tenant Support Services Advisor (TSA) available to the tenants of the building a minimum of 10 hours a week. He/she will establish a schedule that ensures he/she is available to tenants at times convenient to their lives (e.g. will require some evenings and weekends.) The TSA is part case manager, part counselor, part concierge, part cheerleader, and part friend. The TSA will not collect the rent; this is the responsibility of the property management team. The TSA will call upon the full range of services available from HomeFront; the list of services that will be available free to tenants includes:

- Case management and counseling
- Connection with pro bono professional services
- Pre-school
- After school and weekend activities for children
- Tutoring for children and adults

- Food pantry
- FreeStore
- Furniture bank
- Life skills classes with an emphasis on money management
- Parenting skills classes

All the above services will be typically available to a tenant; but each tenant is unique. We will strive to offer them **whatever** services and supports they need in order to become and remain truly self-sufficed.

**Community Building:** Based on our firm conviction that as landlords it is in our best interest to build a strong esprit d'corps among the tenants, we will devote time and financial resources to building a healthy community of tenants that are committed to HomeFront and to each other. Some of the strategies we will use include;

- Monthly Dinners
- Monthly Recreational Family Activities
- Input on new tenants
- Back Yard Barbecue
- Holiday Celebration
- Weekly Food Shopping Trip

**Why HomeFront:** While it was never HomeFront's original intention to become a landlord, it became a necessity if our very low-income homeless families were to have acceptable and affordable permanent housing and make a successful transition to independence. As a result,

- we have developed an extremely successful model
- we are known in Mercer County for high-quality property management
- we have eighteen years of experience with this population group, and are the major provider of both case management and housing services for homeless families
- we have selected a building that is economically viable, and will provide tenants with a good quality of life, and whose renovations improve the community
- we can provide match money
- we have a strong track record of leveraging government funds to secure additional private funding for on-going social services to tenants
- we can provide a myriad of support services (from furniture to pre-school).

Project Budget – Homefront-TLC – 1778 Greenwood Ave, Hamilton

	HOME Request	Applicant Cash/Match Hamilton Twp	Total Budget
1. Acquisition	260,000		260,000
2. Rehabilitation	73,750	111,250	185,000
3. New Construction	0	0	0
4. Subtotal (Lines 1 through 3)	333,750		445,000
5. Supportive Services	0		
6. Operations	0		
7. <b>Total</b>	<b>\$445,000</b>	<b>\$111,250</b>	<b>\$445,000</b>

AMENDED AGREEMENT FOR THE COMMITMENT OF  
AFFORDABLE HOUSING TRUST FUND MONIES FOR HOMES BY  
TLC

THIS AGREEMENT made as of this 11<sup>th</sup> day of November, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Homes by TLC, Inc., a nonprofit corporation of the State of New Jersey, having offices at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648 ("Homes by TLC").

WITNESSETH:

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

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

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

WHEREAS, the Spending Plan includes an allocation of \$387,385.00 to Homes by TLC to subsidize the purchase or renovation of properties at 1778, 1782, and 1786 Greenwood Avenue and 116 and 117 Moffatt Avenue ("the Properties") for the purpose of providing affordable housing; and

WHEREAS, Homes by TLC has previously developed twenty-four (24) units of special needs affordable housing in the Township at Project Home II (322 and 324 Connecticut Avenue), Project Home VI (87 Newkirk Avenue and 141 Francis Avenue) and Project Home IX (1782 and 1786 Greenwood Avenue); and

WHEREAS, the purchase and renovation of the Property will be modelled on Homes by TLC's successful Project Home buildings; and

WHEREAS, on July 9, 2012, Homes by TLC and the Township executed an Agreement for the purchase and renovation of the Properties; and



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

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

- I. The parties agree that the Agreement for Construction of Affordable Housing Trust Fund Monies executed on July 9, 2012 is hereby terminated, and this Amended Agreement is substituted therefor.
- II. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund in the amount of \$387,385.00 to Homes by TLC for the purpose of purchasing and renovating existing properties for use as affordable housing. The allocation of the Monies shall be subject to the following allocation schedule:
  - A. Payment #1: 1782, 1786 Greenwood Avenue - \$91,135.00
  - B. Payment #2: 1778 Greenwood Avenue - \$111,250.00
  - C. Payment #3: 116 Moffatt Avenue - \$80,000.00
  - D. Payment #4: 117 Moffatt Avenue - \$105,000.00

Each payment shall be made at commencement of construction, but not later than the issuance of a certificate of occupancy for each project for which the payment is designated and upon receipt by the Township of an invoice submitted by Homes by TLC. Payments may be made in an order different from above depending on their sequence of construction and rehabilitation.

- III. Homes by TLC agrees to use the Monies to purchase and/or renovate the following properties:
  - A. Project Home X – Renovations to a four (4) family unit affordable housing project located at 1778 Greenwood Avenue (\$111,250.00).
  - B. Project Home XI – Renovations to a four (4) family unit affordable housing project located at 117 Moffatt Avenue (\$105,000.00).
  - C. Project Home IV – Renovations to existing four (4) family unit affordable housing project located at 116 Moffatt Avenue (\$80,000.00).
  - D. Project Home IX – Renovations to existing eight (8) family affordable housing project located at 1782 and 1786 Greenwood Avenue (\$40,000.00).

- E. Project Home X – Additional renovations to Project Home X and Project Home IX (\$51,135.00).
- IV. Homes by TLC shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* except as provided for herein and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low- and moderate-income households income individuals. Each unit shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property is subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a period of 30 years in accordance with deed restrictions previously recorded and are not required to be extended unless so ordered by the court.
- V. Homes by TLC shall provide the Township’s Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements.
- VI. The Monies provided by the Township shall be returned to it by Homes by TLC, Inc. if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Homes by TLC fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.
- VII. Homes by TLC shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.
- VIII. The disbursements of the Monies by the Township to Homes by TLC shall be made in full upon the following:
  - A. Approval of the Township’s Spending Plan or the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
  - B. The Township is convinced of the creditworthiness of each project; and

- C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).
- D. Homes by TLC's compliance with the terms of this Amended Agreement set forth in Section II.

IX. Miscellaneous

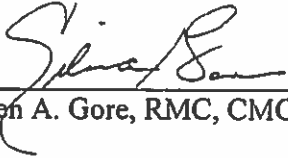
- A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
- B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.
- C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
- D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
- F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Homes by TLC and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

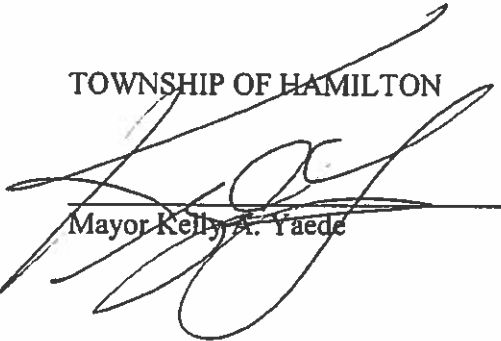
**SIGNATURES APPEAR ON THE NEXT PAGE**

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

Attest:

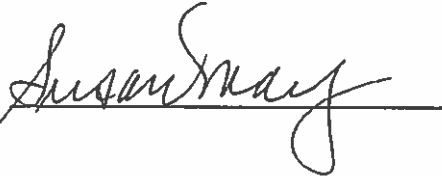
  
\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

TOWNSHIP OF HAMILTON

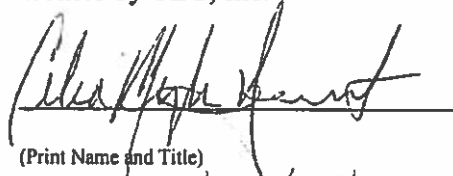
  
\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: 11/21/17

Attest:

  
\_\_\_\_\_  
Susan May

Homes by TLC, Inc.

  
\_\_\_\_\_  
(Print Name and Title)  
Celia Murphy, Bernstein  
Vice chairperson

Date: 11/16/17

Homes by TLC Amended Agreement 11 13 17

## 25. HOMEFRONT XI – 117 MOFFAT AVENUE

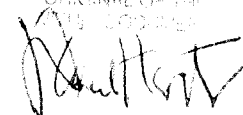
**Homes by TLC, Inc.**  
**1880 Princeton Avenue**  
**Lawrenceville, NJ 08648**  
**609-989-9417 Fax 609-989-9423**

August 28, 2018

<b>HAMILTON</b>	<b># units</b>	<b># of Bedrooms</b>	<b>Income Level</b>
322- 330 <i>Connecticut</i>	8	all 2 bedrooms	5=VL; 3=L
40 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778 <i>Greenwood</i>	4	all 2 bedrooms	1=VL; 3=L
1782- 86 <i>Greenwood</i>	8	all 2 bedrooms	4=V; 4=L
116 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87 <i>NewKirk</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of  
Medium  
L= 50% of  
Medium  
M= 80% of  
Medium

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**MERCER COUNTY  
HOME INVESTMENT PARTNERSHIPS PROGRAM  
AFFORDABLE HOUSING DEED RESTRICTION**

**LENDER:** COUNTY OF MERCER, a municipal corporation of the State of New Jersey, having its principal offices located at the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068.

**BORROWER/OWNER:** Homefront - TLC, Inc, a 501 (c) (3) nonprofit corporation organized under the laws of the State of New Jersey, and a Community Housing Development Organization (CHDO) pursuant to HUD designation and having an address located at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648.

**PROJECT PROPERTY:** Hamilton Township, Mercer County, New Jersey Block 2027, Lot 8 (117 Moffatt Avenue, Hamilton Township, Mercer County, New Jersey 08629).

**PROJECT:** Acquisition and Rehabilitation of four (4) affordable rental housing units for persons who may be homeless.

**LOAN:** \$315,000.00

**LOAN TERM/  
AFFORDABILITY  
PERIOD:** Thirty (30) year, measured from the date of Borrower's execution of the Note and Mortgage (distribution of HOME funds).

**REPAYMENT:** Deferred for Affordability Period (30 years).

**INTEREST AMOUNT:** Zero

WHEREAS, the above named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with United States Department of Housing and Urban Development (hereafter), "HUD", by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnerships Program (hereafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's rules and regulations; and

WHEREAS, the HOME Program requires eligible project properties be subject to a deed



restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels as established by HUD; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low and very low-income persons and families.

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that low and very low-income households will retain the Premises as affordable housing for occupancy.
2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of thirty (30) years from the date of execution hereof; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.
3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.
4. Unit Standards. The Premises shall be used for four (4) units of rental housing, as described above. Each Project Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Unit shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.
5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887)

or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:

(a) They shall be consistent with the purpose of providing housing for “Low Income Families” and “Very Low Income Families”, as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants’ ability to perform the obligations of the Borrower’s form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Lender must approve any changes to these policies and criteria in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. Tenant Income Standards. During the term of this Affordable Housing Restriction the Project Units shall be leased to at least two (2) families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) (“Very Low Income Families”) based on family size as determined by the US Department of Housing and Urban Development (“HUD”) and the remainder of the Project Units to Families whose annual incomes are at or less than EIGHTY PERCENT (80%) of the median income for the Area (as defined below). A “Family” is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The “Area” is defined as the Trenton-NJ PMSA. A Family’s annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. Rental amount Limits. Rental amounts shall comply with the following:

a. The monthly rent charged for the Project Units to be rented to families whose incomes are at or below fifty percent of median area income shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. The monthly rent charged for the Project Units to be rented to families whose incomes are above fifty percent of median area income shall not be greater than the lesser of the Fair Market Rent for Mercer County as established by HUD or thirty percent (30%) of the monthly gross income of a Family whose income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

b. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. Initial Proposed Rents. Prior to initial occupancy of a Project Unit and annually thereafter as part of the annual reports required under Section 9 below, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. Records and Reporting to Lender. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within sixty (60) days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. Increases in Rental Amounts. Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be

implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. Prohibited Lease Provisions. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Project Lease Terms and Lease Terminations. All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. Transfer or Sale of Project Property. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent, which shall not be unreasonably withheld. Any sale, transfer or change of title shall require either full

payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. Demolition or Reduction of Project Property. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

15. Destruction or Damage of Project Property. If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. Use of Project Property. Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. Enforcement of Restrictions. Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. Notice of Restrictions. The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request.

19. Conditional Relief from Restrictions. Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. No Relief from Restrictions on Certain Transfers. The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise be payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lender:

County of Mercer  
Office of Housing and Community Development  
640 South Broad Street, RM 420  
Trenton, NJ 08650-0068

If to Borrower:

Homefront - TLC, Inc.  
1880 Princeton Avenue  
Lawrenceville, NJ 08648

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder take effect upon the date hereof.

24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.

In witness whereof and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

HomeFront - TLC, Inc.

BY: \_\_\_\_\_  
Celia Murphree Bernstein, Vice Chairperson

Date: February 28, 2012

Witness:

\_\_\_\_\_  
Daniel L. Haggerty

Date: February 28, 2012

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY                   :  
  :  
  : S.S.  
COUNTY OF MERCER                   :

I certify that on February 28, 2012 **Celia Murphree Bernstein** personally came before me and acknowledged under oath, to my satisfaction, that:

(a) Homefront-TLC, Inc. is named as the Borrower in this document (the “corporation”);

(b) he/she, holds the position of **Vice Chairperson** of the corporation;

(c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;

(d) he/she is authorized to execute and deliver this document for the corporation and

(e) he/she signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

---

Daniel L. Haggerty  
Attorney-at-Law of New Jersey

Record and Return:  
First American Title Insurance Company  
2 Research Way  
Princeton, New Jersey 08540





Exhibit A

Hamilton Township Tax Map  
Sheet 155  
Block 2027  
Lot 8

September 29, 2011

Description of Lot 8 in Block 2027 as shown on Sheet 155 of the Hamilton Township Tax Map, being commonly known as **117 Moffatt Avenue**, situate in the Township of Hamilton, Mercer County, New Jersey.

**BEGINNING** at a **POINT** in the southwesterly right-of-way line of Moffatt Avenue, 50 feet wide, said point being 280.00 feet as measured along said right-of-way line in a northwesterly intersection of the southwesterly right-of-way line of Moffatt Avenue in the northwesterly right-of-way line of Liberty Street, variable width, and from said **BEGINNING POINT** running; thence,

1. Along the aforementioned southwesterly right-of-way line of Moffatt Avenue N 31° 17' 00" W, 45.00 feet to a point corner to lands N/F Carl and Jacqueline Baylor; thence,
2. Along the southeasterly line of said lands and continuing along the southeasterly line of said lands N/F Stacey and Karen Stoeckel S 58° 43' 00" W 100.00 feet to a point in the northeasterly line of lands N/F Marshall L. Vincent; thence,
3. Along said lands S 31° 17' 00" E, 45.00 feet to a point corner to lands N/F Luis Andrade; thence,
4. Along the northwesterly line of said lands N 58° 43' 00" E, 100 feet to the **POINT** and **PLACE** of **BEGINNING**.

Containing 4,500.0 square feet of land more or less.


The above described premises being known as Lot 17 and part of Lot 16, Block B as shown on a map entitled "Map of Austin-Hill Tract", duly filed in the Mercer County Clerk's Office on April 13, 1925 as Map No. 457.

The above described premises being subject to the use of the northerly 4 feet of an 8 foot wide common driveway and together with the use of the southerly 4 feet of the aforesaid 8 foot wide common driveway lying along the southerly line of the herein described lands and being more particularly described in Deed Book 2070, Page 715, *et seq* and Deed Book 1012, Page 93, *et seq*,

The hereinafter-referenced survey as described above being subject to any facts that may be revealed by a full and accurate title search and any restrictions of record.

According to a survey prepared by **LAND MAP, INC.**, Professional Land Surveying, Planning and Mapping Consultants, Hamilton Square, NJ, dated September 26, Proj. No. 12100.

10.2.11  
Date

  
\_\_\_\_\_  
VINCENT J. RIGELON, JR.,  
New Jersey Professional Land Surveyor No. 33111

Homefront / LMI 12100.W108

**Project Home XI- 117 Moffatt Avenue**  
Proposal to Hamilton Twp

**SUMMARY:** Homefront-TLC, Inc. purchased and plans to renovate a four-unit apartment building to be used as permanent, service-enriched housing for low-income families with children. The operation of this building will be modeled after our highly successful Project Home buildings. The total project cost is \$420,000. We have received \$315,000 in County HOME funds and are requesting \$105,000 in funds from Hamilton Twp affordable housing/developer fees.

**The Tenants to be Served:** Our tenants will be homeless families with at least one child under 18. Clients will pay 35% of their income for rent and utilities. Case management and life skills coaching will be available to all tenants.

**The Site:** The building we have selected for Project Home XI will provide safe, secure and dignified housing for its tenants. It is on Greenwood Avenue in Hamilton Twp. and has four two-bedroom. We estimate that the units will serve approximately four families. The children will attend the Hamilton School District.

While the building is structurally sound, and in very good cosmetic condition, improvements are necessary. The single heating service needs to be replaced and separated. The windows need to be replaced as well as a few other minor items. The building is in an excellent location: on a bus line and near other service providers as well. HomeFront has a number of other housing units in the neighborhood which will make it logistically easier to provide comprehensive property management support and quality social services. We own other property on this block (116 Moffatt and 129 Moffatt).

**The Need:** After 15 years of experience with the homeless, we firmly believe that this project is designed to serve the most desperately needy population in Mercer County- homeless non-eligible singles and families. Each and every day HomeFront and our colleagues work hard to find affordable housing for people who are ready to move on from various shelters and transitional living programs. When they are fortunate enough to secure a unit (often paying 70% or 80% of their total income) we celebrate with them. However, we know that many- if not most- of them will return to the shelter system because they will not be able to make-it without significant social service supports.

**Support Services:** There will be a Tenant Support Services Advisor (TSA) available to the tenants of the building a minimum of 10 hours a week. He/she will establish a schedule that ensures he/she is available to tenants at times convenient to their lives (e.g. will require some evenings and weekends.) The TSA is part case manager, part counselor, part concierge, part cheerleader, and part friend. The TSA will not collect the rent; this is the responsibility of the property management team. The TSA will call upon the full range of services available from HomeFront; the list of services that will be available free to tenants includes:

- Case management and counseling
- Connection with pro bono professional services
- Pre-school

- After school and weekend activities for children
- Tutoring for children and adults
- Food pantry
- FreeStore
- Furniture bank
- Life skills classes with an emphasis on money management
- Parenting skills classes

All the above services will be typically available to a tenant; but each tenant is unique. We will strive to offer them **whatever** services and supports they need in order to become and remain truly self-sufficed.

**Community Building:** Based on our firm conviction that as landlords it is in our best interest to build a strong esprit d'corps among the tenants, we will devote time and financial resources to building a healthy community of tenants that are committed to HomeFront and to each other. Some of the strategies we will use include;

- Monthly Dinners
- Monthly Recreational Family Activities
- Input on new tenants
- Back Yard Barbecue
- Holiday Celebration
- Weekly Food Shopping Trip

**Why HomeFront:** While it was never HomeFront's original intention to become a landlord, it became a necessity if our very low-income homeless families were to have acceptable and affordable permanent housing and make a successful transition to independence. As a result,

- we have developed an extremely successful model
- we are known in Mercer County for high-quality property management
- we have eighteen years of experience with this population group, and are the major provider of both case management and housing services for homeless families
- we have selected a building that is economically viable, and will provide tenants with a good quality of life, and whose renovations improve the community
- we can provide match money
- we have a strong track record of leveraging government funds to secure additional private funding for on-going social services to tenants
- we can provide a myriad of support services (from furniture to pre-school).

Project Budget – Homefront-TLC – 117 Moffatt Project HOME XI

	HOME Request	Applicant Cash/Match Hamilton Twp	Total Budget
1. Acquisition	\$315,000		\$315,000
2. Rehabilitation		\$105,000	\$105,000
3. New Construction			
4. Subtotal (Lines 1 through 3)			
5. Supportive Services			
6. Operations			
7. <b>Total</b>			\$420,000

AMENDED AGREEMENT FOR THE COMMITMENT OF  
AFFORDABLE HOUSING TRUST FUND MONIES FOR HOMES BY  
TLC

THIS AGREEMENT made as of this 11<sup>th</sup> day of November, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Homes by TLC, Inc., a nonprofit corporation of the State of New Jersey, having offices at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648 ("Homes by TLC").

WITNESSETH:

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

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

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

WHEREAS, the Spending Plan includes an allocation of \$387,385.00 to Homes by TLC to subsidize the purchase or renovation of properties at 1778, 1782, and 1786 Greenwood Avenue and 116 and 117 Moffatt Avenue ("the Properties") for the purpose of providing affordable housing; and

WHEREAS, Homes by TLC has previously developed twenty-four (24) units of special needs affordable housing in the Township at Project Home II (322 and 324 Connecticut Avenue), Project Home VI (87 Newkirk Avenue and 141 Francis Avenue) and Project Home IX (1782 and 1786 Greenwood Avenue); and

WHEREAS, the purchase and renovation of the Property will be modelled on Homes by TLC's successful Project Home buildings; and

WHEREAS, on July 9, 2012, Homes by TLC and the Township executed an Agreement for the purchase and renovation of the Properties; and

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

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

- I. The parties agree that the Agreement for Construction of Affordable Housing Trust Fund Monies executed on July 9, 2012 is hereby terminated, and this Amended Agreement is substituted therefor.
- II. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund in the amount of \$387,385.00 to Homes by TLC for the purpose of purchasing and renovating existing properties for use as affordable housing. The allocation of the Monies shall be subject to the following allocation schedule:
  - A. Payment #1: 1782, 1786 Greenwood Avenue - \$91,135.00
  - B. Payment #2: 1778 Greenwood Avenue - \$111,250.00
  - C. Payment #3: 116 Moffatt Avenue - \$80,000.00
  - D. Payment #4: 117 Moffatt Avenue - \$105,000.00

Each payment shall be made at commencement of construction, but not later than the issuance of a certificate of occupancy for each project for which the payment is designated and upon receipt by the Township of an invoice submitted by Homes by TLC. Payments may be made in an order different from above depending on their sequence of construction and rehabilitation.

- III. Homes by TLC agrees to use the Monies to purchase and/or renovate the following properties:
  - A. Project Home X – Renovations to a four (4) family unit affordable housing project located at 1778 Greenwood Avenue (\$111,250.00).
  - B. Project Home XI – Renovations to a four (4) family unit affordable housing project located at 117 Moffatt Avenue (\$105,000.00).
  - C. Project Home IV – Renovations to existing four (4) family unit affordable housing project located at 116 Moffatt Avenue (\$80,000.00).
  - D. Project Home IX – Renovations to existing eight (8) family affordable housing project located at 1782 and 1786 Greenwood Avenue (\$40,000.00).

- E. Project Home X – Additional renovations to Project Home X and Project Home IX (\$51,135.00).
- IV. Homes by TLC shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* except as provided for herein and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low- and moderate-income households income individuals. Each unit shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property is subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a period of 30 years in accordance with deed restrictions previously recorded and are not required to be extended unless so ordered by the court.
- V. Homes by TLC shall provide the Township’s Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements.
- VI. The Monies provided by the Township shall be returned to it by Homes by TLC, Inc. if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Homes by TLC fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.
- VII. Homes by TLC shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.
- VIII. The disbursements of the Monies by the Township to Homes by TLC shall be made in full upon the following:
  - A. Approval of the Township’s Spending Plan or the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
  - B. The Township is convinced of the creditworthiness of each project; and

- C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).
- D. Homes by TLC's compliance with the terms of this Amended Agreement set forth in Section II.

IX. Miscellaneous

- A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
- B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.
- C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
- D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
- F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Homes by TLC and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

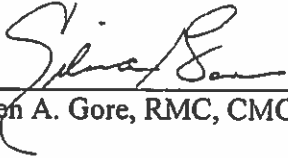


- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

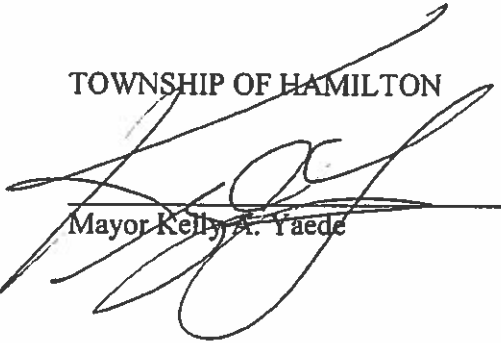
**SIGNATURES APPEAR ON THE NEXT PAGE**

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

Attest:

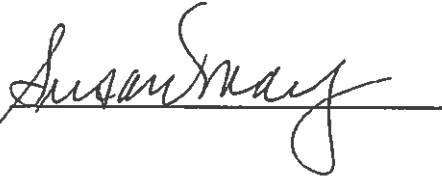
  
\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

TOWNSHIP OF HAMILTON

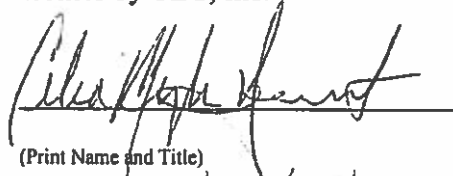
  
\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: 11/21/17

Attest:

  
\_\_\_\_\_  
Susan May

Homes by TLC, Inc.

  
\_\_\_\_\_  
(Print Name and Title)  
Celia Murphy, Bernstein  
Vice chairperson

Date: 11/16/17

Homes by TLC Amended Agreement 11 13 17

26. HOMEFRONT TRANSITIONAL –  
129 MOFFAT AVENUE

**Homes by TLC, Inc.**  
**1880 Princeton Avenue**  
**Lawrenceville, NJ 08648**  
**609-989-9417 Fax 609-989-9423**

August 28, 2018

<b>HAMILTON</b>	<b># units</b>	<b># of Bedrooms</b>	<b>Income Level</b>
322- 330 <i>Connecticut</i>	8	all 2 bedrooms	5=VL; 3=L
40 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141 <i>Francis</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778 <i>Greenwood</i>	4	all 2 bedrooms	1=VL; 3=L
1782- 86 <i>Greenwood</i>	8	all 2 bedrooms	4=V; 4=L
116 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141 <i>Moffatt</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87 <i>NewKirk</i>	4	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of  
Medium  
L= 50% of  
Medium  
M= 80% of  
Medium

# MORTGAGE NOTE MODIFICATION AND AMENDMENT

This Mortgage Note is made on this 22nd day of November, 2010

**BETWEEN** the Borrower(s)  
[Homefront-TLC, Inc., a New Jersey nonprofit corporation]

whose address is 1880 Princeton Avenue, Lawrenceville, New Jersey 08648,

referred to as "I",

**AND** the Lender  
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF HOUSING

whose address is 101 South Broad Street, P.O. Box 806, Trenton, N.J. 08625-0806

referred to as the "Lender".

If more than one Borrower signs this Note, the word "I" shall mean each Borrower named above. The word "Lender" means the original Lender and anyone else who takes this Note by transfer.

**Borrower's Promise to Pay Principal and Interest.** In return for a grant/loan that I received under Grant Agreement Numbers 2009-02149-0214-00 and 2010-02149-0325-00, I promise to pay Four Hundred Ninety-six Thousand dollars (\$496,000.00) (called the "principal") to the order of the Lender. The outstanding balance will not be amortized, nor will a monthly payment against the principal balance be due. This Mortgage Note and Modification and Amendment modifies and incorporates the terms in the Mortgage Note dated July 31, 2009 which referred solely to the Grant Loan Number 2009-02149-0214-00, secured by a mortgage recorded August 3, 2009 in the office of the County Recording Officer of Mercer County in Book 6010 of mortgages on Page 343.

The Lender agrees to subordinate the mortgage to a lending institution that may provide permanent financing for completion and/or operation of the transitional housing facility.

**Payments.** The outstanding balance of the loan will be due and payable to the Lender upon default or upon the termination or sale of the interest owned by the Borrower at premises located at 129 Moffatt Avenue, Hamilton, New Jersey (the "Property"), or upon cessation of the use of the property as a transitional housing facility.

**Conditions of Loan:** I agree to maintain 129 Moffatt Avenue, Hamilton, New Jersey, so as to provide transitional housing units, as set forth in the Grant Agreement.

**Forgiveness of Loan:** On the first anniversary date of the final disbursement of the proceeds of both Grants Numbers 2009-02149-0214-00 and 2010-02149-0325-00, and on each successive anniversary date for 10 years thereafter, 10% of the original principal will be forgiven by the Lender upon submission to the Lender of a certification by me that the property is being utilized as transitional housing. The Lender, at its discretion, may cause an inspection to be performed to confirm the use of the property.

**Mortgage to Secure Payment.** The Lender has been given a Mortgage Modification Agreement dated September 21, 2010, to protect the Lender if the promises made in this Note are not kept. I agree to keep all promises made in the Mortgage covering property I own located at 129 Moffatt Avenue in the City of Hamilton, in the County of Mercer and State of New Jersey. All of the terms of the Mortgage are made a part of this Note. The Mortgage Modification Agreement shall be recorded in the office of the County Recording Officer of Mercer County. The Mortgage Modification Agreement supersedes, modifies and incorporates by reference the previously entered into Mortgage pertaining to Grant Loan Number 2009-02149-0214-00, and recorded August 3, 2009 in the office of the County Recording Officer of Mercer County in Book 6010 of mortgages on Page 343.

**Default.** If the property ceases to be used as a transitional housing facility, the Lender may declare that I am in default on the Mortgage and this Note. Upon default, I must immediately pay the full amount of all unpaid principal, other amounts due on the Mortgage and this Note, and, if necessary, the Lender's costs of collection and reasonable attorney fees. The Lender does not give up its right to declare a default due to any previous delay or failure to declare a default.

If I fail to make any payment required by this Note within 15 days after its due date, or if I fail to keep any other promise I make in this Note or in the Mortgage, the Lender may declare that I am in default on the Mortgage and this Note. Upon default, I must immediately pay the full amount of all unpaid principal, interest, other amounts due on the Mortgage and this Note and the Lender's cost of collection and reasonable attorney's fees.

**Waivers.** I give up my right to require that the Lender do the following: (a) to demand payment (called "presentment"); (b) to notify me of nonpayment (called "notice of dishonor"); and, (c) to obtain an official certified statement showing nonpayment (called a "protest"). The Lender may exercise any right under this Note, the Mortgage or any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

**Each Person Liable.** The Lender may enforce any of the provisions of this Note against any one or more of the Borrowers who sign this Note.

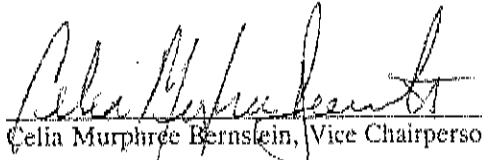
**No Oral Changes.** This Note can only be changed by an agreement in writing signed by both the Borrowers(s) and the Lender.

**Signatures.** I agree to the terms of this Note. If the Borrower is a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

Homefront-TLC, Inc.

 11/24/10

 (Seal)  
Celia Murphree Bernstein, Vice Chairperson

**CHRISTIAN N. TOATLEY**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 1, 2012

## 27. HOMESTEAD (PARADISE GARDEN VILLAGE, JDME ACQUISITIONS)

**RESOLUTION NO. 08-06-032A  
HAMILTON TOWNSHIP  
ZONING BOARD OF ADJUSTMENT  
GRANTING MINOR SUBDIVISION APPROVAL, PRELIMINARY AND FINAL  
SITE PLAN APPROVAL WITH VARIANCES FROM FRONT AND SIDE YARD  
SETBACK REQUIREMENTS, FLOOD PLAIN AND BUFFER RELIEF FOR  
THE CONSTRUCTION OF A FOUR STORY SENIOR INDEPENDENT LIVING  
FACILITY AND PRELIMINARY SITE PLAN APPROVAL FOR AN ADDITION  
TO AN EXISTING BUILDING TO JDME ACQUISITIONS, LLC AND WHITE  
EAGLE PRINTING FOR PROPERTY KNOWN AS MAP 213, SECTION 2173,  
LOTS 8, 10, 11, 12 & 13 ON THE TAX MAP OF THE TOWNSHIP OF  
HAMILTON**

WHEREAS, JDME Acquisitions, LLC with the consent of Paradise Village, LLC; Kathie Coonrod; and White Eagle Printing, the owners of property known as Map 213, Section 2173, Lots 8,10,11, 12, and 13 on the Tax Map of the Township of Hamilton, which property is located at the intersection of Klockner and Kuser Roads, Hamilton Township, New Jersey has made application to the Zoning Board of Adjustment for preliminary and final site plan approval with bulk variances for front and side yard setbacks; flood plain and buffer requirement relief to permit the construction of a 221,116 square foot four story senior independent living facility; and

WHEREAS, application has also been made on behalf of White Eagle Printing to permit the construction of an 11,467 square foot addition to its existing building; and

WHEREAS, both requests are made in conjunction with a request to permit a minor subdivision by which 1.47 acres is to be subdivided from Lot 8 which is the proposed location of the senior independent living facility and .76 from Lot 13 which is the site of the existing White Eagle Printing property with the intent of exchanging those parcels for consolidation with the adjoining property; and



WHEREAS, the subject property is located in the RD Zone District; and

WHEREAS, the applicant was represented by David M. Roskos of the firm of Sterns & Weinroth, P.C.; and

WHEREAS, testimony in support of the application was presented by Mark Ellenbogen of the Robertson Douglas Group; Michael McCormick of Preferred Development Services; Alfred R. Coco of Menlo Engineering Associates, project engineer; J. Randolph Parry, project architect; and Scott Kennel of McDonough & Rea, traffic engineering consultant; and

WHEREAS, hearings on the applicant's request were conducted at a regular meeting held on May 10, 2011 and a special meeting held on May 24, 2011 at which time interested members of the public were given an opportunity to be heard; and

WHEREAS, the Zoning Board of Adjustment considered the following documentary evidence:

1. Preliminary and Final Site Plans, prepared by Menlo Engineering Associates, dated December 10, 2010 and revised to April 27, 2011.
2. Floor Plans, prepared by JRP Architects, dated June 9, 2009 and revised to April 25, 2011.
3. Phase I Environmental Site Assessment, prepared by Melik-Tully and Associates OPC, dated December 28, 2010
4. Stormwater Management Report, prepared by Menlo Engineering, dated December 10, 2010.

5. Environmental Impact Statement, prepared by Menlo Engineering, dated December 10, 2010.
6. Traffic Report, prepared by McDonough & Rea Associates, dated November 25, 2008.
7. Arsenic Evaluation Report, prepared by Mellick-Tully and Associates, dated February 7, 2011.
8. Minor Subdivision Plan, prepared by Menlo Engineering Associates, Inc., dated December 10, 2010 and revised to March 8, 2011.
9. Township Planning Consultant's Report prepared by Elizabeth McManus of Clarke Caton Hintz, dated May 6, 2011.
10. Memorandum by Township Planner Robert C. Poppert, dated May 9, 2011.
11. Township Engineering Consultant's Report prepared by Michael J. Citerone of Remington & Vernick, dated May 9, 2011.
12. Memorandum by Township Engineer Richard S. Williams, dated February 4, 2011 and revised to April 29, 2011.
13. Memorandum by Township Department of Water Pollution Control Director Richard W. Watson, dated January 19, 2011
14. Review Letter by Township Fire Marshal Scott McCormick, dated April 20, 2011.
15. Memorandum by Township Fire Inspector Joseph N. Nuzzo, dated January 19, 2011.

16. Exhibit A-1, Colored Rendering of Architectural Plan.
17. Exhibit A-2, Color Coded First Floor Plan of Senior Building.
18. Exhibit A-3, Color Coded Second Floor Plan of Senior Building.
19. Exhibit A-4, Color Coded Third Floor Plan of Senior Building.
20. Exhibit A-5, Color Coded Fourth Floor Plan of Senior Building.
21. Exhibit A-6, Colored Rendering of Klockner Road Frontage Façade.
22. Exhibit A-7, Colored Rendering of Kuser Road Frontage Façade.
23. Exhibit A-8, Aerial Map of Subject Property with Buildings Highlighted.
24. Exhibit A-9, Enlarged Aerial Map of Subject Property with Buildings Highlighted.
25. Exhibit A-10, Approved Use Variance Plan.
26. Exhibit A-11, Land Bank Parking Subject.
27. Exhibit A-12, Emergency Access Exhibit.
28. Exhibit A-13, Supplemental Affidavit of Service.
29. Exhibit A-14, Supplement Site Inspection Report by Mellick-Tully & Associates.
30. Exhibit A-15, Mellick-Tully Letter dated May 23, 2011.
31. Exhibit A-16, Menlo Engineering Letter dated May 24, 2011.
32. Exhibit A-17, Alternative Site Plan with Additional Banked Parking; and
33. Exhibit A-1, Colored Rendering of Site Plan.
34. Exhibit A-2, Colored Rendering of Site with Views from Kuser & Klockner Rds.

35. Exhibit A-3, Video Presentation of Other Properties Similar to Project.
36. Exhibit A-4, Land Swap Plan.
37. Exhibit A-5, Enlarged Version of Conceptual Site Plan.
38. Exhibit A-6, Office Concept Plan for Site.
39. Exhibit A-7, Hotel Concept Plan for Site;
40. Exhibit O-1, Objector's Photographs; and

WHEREAS, the Zoning Board of Adjustment made the following factual findings:

1. The applicant seeks preliminary and final site plan approval to construct a 221,116 square foot, senior independent living facility consisting of 195 residential units and related amenities on a 23 acre tract located at the northwest corner of Kuser and Klockner Roads. Front and side yard setback variances are also requested as well as flood plain and buffer waiver relief for the project.
2. The application also seeks preliminary site plan approval for an 11,467 expansion of the existing White Eagle Printing building that is located on the adjacent property.
3. In conjunction with the site plan applications, an application has been submitted for a minor subdivision approval which would allow the subdivision of 1.47 acres from the senior living property and .76 acres from the White Eagle Printing property and the subsequent consolidation of those parcels to the other tract.

4. The subject property is located in the RD Zone District and received use and floor area ratio variances in 2009 pursuant to resolution No. 08-06-032 adopted by this Board to allow the construction of the senior independent living facility.

5. The proposed 195 residential units represent 150 independent living units; 32 assisted living units; and 13 designated Alzheimer's resident units. There is no zone district in the Township where this type of use can exist as a matter of right.

6. The applicant is a wholly owned subsidiary of Robertson Douglas and has constructed numerous other similar facilities in the northeast section of the country. Due to the unique nature of the facility, each of the previously constructed projects have needed some type of use variance or its zoning equivalent in the jurisdictions where they have been constructed.

7. The applicant's representative testified that due to the nature of the facility, there are presently no comparable senior living facilities in Hamilton Township.

8. The only development that presently exists on the property is the White Eagle Printing Facility which is involved in this application only insofar as it has applied for a variance-free preliminary site plan approval for a 11,467 square foot addition to its building and will participate in the referenced land swap if the minor subdivision is approved by the Board.

9. Most of the residents who will live in this project are anticipated to be in their 70's or 80's. While a majority will be physically and mentally able to live without assistance, they will mostly no longer be capable or wish to be responsible for

maintaining a single family residence. Some of the residents will require assisted living and some will require more extensive care due to the onset of Alzheimer's disease.

10. The independent living residents will be able to maintain automobiles on site.

11. The independent living component of the facility will include a mix of studio; one and two bedroom apartments with approximately 70% of the units being one bedroom units with small kitchen facilities. Couples will be allowed to reside in the independent living apartments.

12. The facility will have around the clock staff members; an emergency call system; wellness, physical therapy, and exercise programs. Housekeeping services will also be provided. Independent living residents may opt for a twice a day meal plan to be included in their rent.

13. The facility will have 47 full-time employees with 28 working the day shift.

14. The applicant's architect provided testimony regarding the intention to provide architectural enhancements to promote the residential character of the building and to keep it in a residential scale. He also testified that the plan proposes heavier landscaping along the Klockner Road frontage of the property as that is the area with the greatest concentration of single family residential properties.

15. Traffic impacts were addressed by the applicant's traffic consultant who primarily relied on data collected during the fall of 2008 and reflected in his November 25, 2008 traffic study. The projections were updated to reflect anticipated volumes in

2014 after construction was completed. That study evaluated levels of traffic of the two proposed driveways in addition to the existing driveway that services the White Eagle Printing property.

16. The study reflected that the level of service from the White Eagle driveway would decrease to a level C from an existing Level B and that there were 30 projected morning peak hour trips and 40 projected evening peak hour trips to and from the new facility.

17. The Board discussed the possibility of consolidating the White Eagle Driveway with the driveway nearest driveway proposed for the senior living facility to provide for a shared access situation. The applicant's expert felt the same was not necessary and potentially could have an adverse impact on the functioning of such a driveway due to the inconsistent character of the vehicles that would most often be visiting the two sites and thus utilizing the shared access. The Township's traffic expert concurred that such a shared driveway was not required.

18. A similar discussion was conducted with both the applicant's and Township's traffic consultants regarding the elimination of the second driveway on the senior living facility property with the intent of having all traffic enter into the property via the main driveway and then loop around to the side of the building that would be serviced by the second driveway. Both experts concurred that with the anticipated need for greater ambulance transport service due to the access from that end of the building to the Alzheimer's and assisted living areas as well as the truck traffic that would deliver

goods and material to the kitchen area, the concept of the second driveway actually promoted greater on site safety.

19. The traffic expert also provided testimony regarding the adequacy of the proposed 161 parking spaces. He testified that the parking ratio for this project is .83 spaces per unit, which exceeds the parking ratio at the applicant's most comparable facility, which was .7 spaces per unit. The proposed parking ratio also exceeds that of the three existing senior assisted living facilities already in the Township.

20. The testimony also indicated that the parking ratio exceeds the Institute of Traffic Engineer's standard of .424 spaces per unit.

21. Testimony also indicated that the most traffic anticipated to and from the site on a daily basis would be that generated by the employees, which would number approximately 30 employees per shift. Employees will be directed to park in designated parking areas that would be further from the building than parking designated for visitors. It was estimated that 18 parking spaces will be required for staff and 28 staff spaces were proposed.

22. The Board also reviewed the concept of a left-hand turn lane into the facility from Kuser Road as well as the need for a deceleration lane for vehicles entering the property by making a right hand turn. Both traffic experts offered their opinion that neither was necessary due to the distance between the nearest entrance to the existing traffic signal at the Kuser and Klockner Road intersection. They believed that the timing of that traffic light along with the existing sight distances rendered both of those possible traffic improvements unnecessary.



23. In response to comments by the Township Planning Consultant, the applicant provided a site plan alternative that proposed additional banked parking in the area of the single residence located along the Klockner Road frontage. Originally, the plan provided for a 20 foot setback from that parking area to the residential property line. By banking 21 spaces, which the applicant testified would not adversely impact the parking for the facility, the setback from the parking area to the property line would be 80 feet. The applicant agreed that the buffer area will be landscaped subject to review and approval by the Township Planner.

24. The Board felt that the revised plan with the 21 banked spaces provided greater benefit by increasing the setback to the existing residence and thus recommended that the plan be amended to provide for same. The applicant agreed that the banked area would be paved if so directed by the Township engineer in the future as a result of a perceived need for the additional parking spaces.

25. The net result of the banking of 21 of the originally proposed parking spaces will reduce the actual number of parking spaces to be constructed from 161 to 140 spaces, which the applicant testified would be more than adequate for its needs.

26. The applicant's environmental expert provided testimony regarding testing that was performed on the property to determine whether there was evidence of elevated levels of arsenic in the ground. He indicated that when the applicant was considering the acquisition of the property in 2007 as part of its due diligence, preliminary testing was done. In 2009, the state revised its regulations regarding the standards for arsenic levels by reducing the acceptable levels from 20 parts per million to 19.5 parts per million.

Since the original testing had shown some areas on the northerly part of the property as having 19.5 parts per million levels, further testing was done to confirm that no Department of Environmental Protection action was required.

27. The environmental consultant confirmed that there are a number of sites in the township that have similar naturally occurring elevated arsenic levels and that the condition noted in the original testing was not a unique situation.

28. The project engineer testified regarding the detention and drainage systems designed for the senior living project. He described the soil testing that had been performed in accordance with DEP requirements and the determination that there will be a minimum 12" separation between the bottom of the detention basin and the existing seasonal high water table.

29. He explained to the Board that the proposed detention basin will not be an excavated basin and that the appropriate separation will be maintained. Both the Township Engineering Consultant and Department of Environmental Protection will be required to finally approve the basin design in conformance with current DEP regulations.

30. The project engineer also addressed concerns raised by residential property owners in regard to possible adverse drainage impacts the project may have on their properties. The engineer stated that in his opinion, the project would not exacerbate any existing drainage conditions.

31. His opinion was based upon the fact that the site will be designed to drain into the detention basin that is located west of the Klockner Road culvert. Since the same

is downstream from the properties currently experiencing drainage issues, he felt that the drainage from the site will not impact those conditions in any way.

32. He speculated that many of the homes that now experience flooding conditions were likely constructed before current DEP standards regarding flood plain and wetlands development restrictions were implemented. He further speculated that at least some of those homes would likely not be able to be built where located as a result of current regulations.

33. He further testified that the area of site improvements on the property which consist of four acres is very slight in relation to the 500 acres that constitute the total drainage area of which these properties are a part.

34. The engineer reviewed the entire site plan with the Board, noting again for the record, that the property is predominately wooded at its rear with a fairly extensive wetlands and wetlands transition area. Approximately 56% of the lot, or 15 acres falls within these categories and will remain undeveloped.

35. The engineer, who is also a licensed professional planner in the State of New Jersey, also provided testimony regarding the bulk variances required for both the senior living and White Eagle properties.

36. The senior living facility requires variances for front yard setback whereas 150 feet is required and 78 feet is provided; side yard setback whereas 100 feet is required and 63 feet provided on the side of the facility closest to the White Eagle property; minimum parking setback whereas 50 feet is required and 20 feet provided on the side of the building closest to the White Eagle property; minimum buffer to the

residential district whereas 150 feet is required and 23 feet is provided; and minimum buffer along an arterial road whereas 100 feet is required and 23 feet is provided.

37. Required variances for the White Eagle building, which is an existing facility with a proposed expansion, are for minimum lot area whereas 10 acres are required and 4.82 acres provided following the subdivision and land exchange; minimum lot frontage whereas 600 feet are required and 292 feet are provided; minimum front yard setback whereas 150 feet are required and 77 feet are provided; minimum side yard setback whereas 100 feet are required and 24 feet are provided; minimum parking setback whereas 50 feet are required and 10 feet provided from the proposed senior living property line; minimum buffer to residential use whereas 75 feet are required and 24 feet are provided; and minimum buffer along arterial road whereas 100 feet are required and 28 feet are proposed.

38. The engineer, who was also qualified as a licensed professional planner, testified that although a number of bulk variances are required for the senior living facility, the amount of variances is based upon the fact that the property is located in an RD Zone District and the senior living facility is not a permitted use in the district. As he explained, a use variance was previously granted by the Board to permit the facility based upon a schematic plan in this location as currently depicted on the site plan and the Board understood bulk variances from the RD Zone would be required and the use variance was granted with that understanding. The engineer further explained that the bulk conditions that apply to the property are for generally more intense RD uses with potential for greater impacts on surrounding properties. Those requirements were not specifically

addressed by the use variance and thus require the bulk variances now sought in conjunction with the site plan approval.

39. He testified that the senior living facility, which is a residential type use, has significantly less impacts that RD uses would have, and thus the bulk variances are completely consistent with the character of the previously approved senior independent living use.

40. The engineer also testified that in his opinion the fact that the entire project would be constructed on the four acre portion of the property closest to Kuser Road made the bulk variances appropriate as the preservation of the remaining 15 acres at the rear of the property concentrated the development in an area that least impacted the neighboring single family residential properties predominately located on the opposite side of the property along the Klockner Road frontage.

41. The Township Planning Consultant confirmed the testimony of the engineer in regard to the basis for the bulk standards from which relief were requested, as well as the location of the development along the Kuser Road frontage, as appropriate to warrant the granting of the requested variances. The proposed use would have less impact on the nearest residential uses than uses otherwise permitted in the RD Zone.

42. Testimony confirmed that the site plan provides for efficient use of the site and minimizes impacts on the nearest residential properties. The building closest to Klockner Road, where residential properties exist, is 150 feet from the nearest residential lot line and significantly buffered. Moreover, that portion of the building was previously reduced to three stories high. The additional berming and landscaping further mitigates

any negative visual impacts that might be created by the building.

43. Testimony was also provided regarding the requested variances for the White Eagle building expansion, most of which reflect existing conditions for the building. Others related to relief along the common property line with the proposed senior living facility. Pursuant to the proposed lot line adjustment, the White Eagle lot will become more conforming to RD requirements in the post development condition.

44. The Township staff recommended and the applicant agreed that the environmentally sensitive and largely wooded area of the property would be the subject of a conservation easement that would also allow public access through the rear of the site along the stream corridor consistent with the Township's path system plan.

45. The applicant agreed that the dumpster enclosure for the senior living facility would be constructed of masonry and wood in a manner approved by the Township Planner.

46. The applicant agreed that the lighting plan will be modified as determined to be appropriate by Township staff in order to minimize any impacts on neighboring properties.

47. Design elements regarding the proposed White Eagle property parking area improvements and buffering of same will be deferred until the time of final site plan approval for that property.

48. The applicant agreed that the plan will be modified to provide for the maximum practical separation of the access drives between the White Eagle property and

senior living facility subject to review and approval by the Township staff.

49. The applicant agreed to provide a drainage easement from the White Eagle property to the senior living facility property subject to review and approval by the Township staff.

50. Deeds creating sight triangle easements as required will be provided by the applicant subject to review and approval by Township staff prior to recording.

51. The applicant shall prepare and submit subdivision and consolidation deeds to perfect the minor subdivision approval for review and approval by Township staff prior to their recording.

52. The applicant agreed to comply with any other unresolved conditions of the professional memoranda including that of the Township Department of Water Pollution Control and the Township Fire Protection Inspector except as same may be inconsistent with the terms of the within resolution.

53. The applicant will provide five on-site affordable housing units as part of its assisted living portion of the senior living building and will make a 1% contribution to the Township's affordable housing fund pursuant to Township requirements for the independent living units.

54. The applicant shall make the appropriate contributions to the Township's Transportation Improvement District for the Central Area District in amounts determined by the Township staff for both properties.

55. After considerable discussion, the applicant agreed to construct sidewalks along both its Kuser Road and Klockner Road frontages. The Kuser Road sidewalk shall

be five feet wide and the Klockner Road sidewalk shall be four feet wide. The applicant's obligation to construct the Klockner Road frontage shall be conditioned on the Township agreeing to serve as the applicant for any required Department of Environmental Protection approvals for the construction of same.

WHEREAS, the Zoning Board of Adjustment determined that the granting of the requested bulk variances would have no adverse impact on the zone plan or existing neighborhood for the following reasons:

1. The project has been designed to minimize adverse impacts on the surrounding area by development of a residential architectural appearance; a lower height for the building closet to the nearest residences; the use of extensive landscaping, varying setbacks for the building; reduction in parking areas and enhanced berming.
2. The proposed use provides a needed type of senior housing not otherwise available in the area and promotes an efficient use of the land as it provides for development of the area of the property that is unconstrained by environmental limitations and preserves in its natural state virtually all of the environmentally constrained areas.
3. The area to be developed with the proposed senior living facility is located in that portion of the property that results in its orientation to the RD Zone District with minimal impacts and appropriate buffering from the nearest residential zoned properties.
4. The proposed use will create a beneficial visual impact on the area through a creatively designed building and the substantial landscaping proposed. It will provide a transition from the permitted RD uses that are generally more traffic intensive and



require more impervious surface coverage to the neighboring residential properties and by way of the residential facades, landscaping and berming which are proposed.

5. The design of the project promotes the protection of environmentally sensitive areas that exist on the property.

6. The applicant has established that the bulk variances related to the respective properties would advance the purposes of the Municipal Land Use Law and can be granted without substantial detriment to the public good and the benefits of the deviations would substantially outweigh any detriment and the variances will not substantially impair the intent and purpose of the zone plan and zoning ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Hamilton that the preliminary and final site plan approval with bulk variances be granted to Homestead at Hamilton to permit the construction of a senior living facility and preliminary site plan approval with bulk variances for expansion of an existing building to White Eagle Printing along with minor subdivision approval for property known as Block 2173, Lots 8 ,10, 11, 12, and 13 on the Tax Map of Hamilton subject to the following terms and conditions:

1. Bulk variances as enumerated in the May 6, 2011 memorandum of the Township Planning Consultant pertaining to both properties as set forth in the chart in section 4 at pages 6 and 7 are hereby approved.

2. The applicant shall submit proposed deeds perfecting the minor subdivision and lot consolidations requested for review and approval by the Township Engineer and Zoning Board of Adjustment attorney prior to recording.

3. The applicant shall submit a proposed conservation easement deed which shall include public access to a pathway along the stream corridor for those areas of the properties to be preserved which shall be subject to review and approval by the Township Engineer and Zoning Board of Adjustment attorney prior to recording.

4. The applicant shall submit deeds creating sight triangle easements where required that shall be subject to review and approval by the Township Engineer and Zoning Board of Adjustment attorney prior to recording.

5. The applicant shall provide five affordable housing units with appropriate restrictions in its assisted living portion of the senior living facility and make a 1% contribution in accordance with existing regulations for its independent living units.

6. The applicant shall make the appropriate contributions to the Township's Central Area Transportation Improvement District in amounts determined by Township staff for both properties.

7. The applicant shall amend its plan to provide for installation of sidewalk along both the Kuser and Klockner Road frontages of its property. The Kuser Road sidewalk shall have a width of five feet and the Klockner Road sidewalk shall have a width of four feet. The location and design of the sidewalks shall be subject to review and approval by the Township Engineer. The plan shall include a note stating that the obligation to install the Klockner Road sidewalk shall be conditioned upon the Township acting as applicant for any approvals required by the Department of Environmental Protection in regard to same. Applicant shall, however, be responsible for all costs incurred therewith.

8. The plan shall be amended to provide for the banking of 21 parking spaces in the area closest to the residential dwelling on Klockner Road that abuts the subject property. The edge of the revised parking area shall have a setback of 80 feet from the adjoining property line with that residence. The 80 foot area shall show landscaping and a note that indicates the banked parking shall be constructed, if determined to be required, by the Township Engineer. The revised parking layout and landscape buffer shall be subject to review and approval by Township staff.

9. The applicant shall amend its plan to show a masonry and wood dumpster enclosure. The design and location of said dumpster enclosure shall be subject to review and approval by the Township Planner.

10. The final design and buffer for the improvements to the White Eagle parking area shall be deferred until application for final site plan approval.

11. The applicant shall submit a revised plan showing the maximum practical separation between the White Eagle access driveway and the westerly access driveway to the senior living facility. The revised driveway location(s) shall be subject to review and approval by the Township staff.

12. The applicant shall submit a drainage easement across the White Eagle property for the benefit of the senior living project in an area approved by the Township staff. Said easement shall be subject to review and approval by the Township Engineer and Zoning Board of Adjustment attorney prior to recording.

13. The applicant shall submit a deed for the appropriate dedication of road frontage as required that shall be subject to review and approval by the Township

Engineer and Zoning Board of Adjustment attorney prior to recording.

14. The applicant shall amend its plan to provide for the planting of 127 trees on site in locations and of types approved by the Township Planner in accordance with the Township's tree replacement ordinance.

15. The applicant shall submit a revised lighting plan for the senior living facility subject to review and approval by the Township staff.

16. The applicant shall comply with any unresolved conditions of the Township Engineering Consultant's memorandum dated May 9, 2011 except as the same may be inconsistent with the terms of the within resolution.

17. The applicant shall comply with any unresolved conditions of the Township Planner's memorandum dated May 9, 2011 except as the same may be inconsistent with the terms of the within resolution.

18. The applicant shall comply with any unresolved conditions of the Township Planning Consultant's memorandum dated May 6, 2011 except as the same may be inconsistent with the terms of the within resolution.

19. The applicant shall comply with any unresolved conditions of the Township Engineer's Memorandum dated April 29, 2011 except as the same may be inconsistent with the terms of the within resolution.

20. The applicant shall comply with any unresolved conditions of the Department of Water Pollution Control Memorandum dated January 19, 2011 except as the same may be inconsistent with the terms of the within resolution.

21. The applicant shall comply with any unresolved conditions of the Township Fire Inspector's Memorandum dated January 19, 2011 except as the same may be inconsistent with the terms of the within resolution.

22. The applicant shall post performance and maintenance guarantees as well as inspection fees in amounts determined to be appropriate by the Township Engineer.

23. The applicant shall enter into a Developer's Agreement in a form approved by the Township staff and Township Council shall receive a referral from Township staff related to the vacation of a portion of the right of way no longer needed in front of the White Eagle Printing Building.

24. The applicant shall obtain any and all other State, County and local approvals as may be required.

This is a resolution of memorialization of an action taken by the Zoning Board of Adjustment of the Township of Hamilton at a special meeting held on May 24, 2011

MOTION: Paul Kramer

SECOND: Raymond Donovan

ROLL CALL:

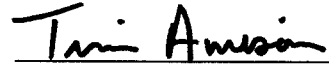
AYES: Anthony Celentano, Raymond Donovan, Paul Kramer, Edward Arico, Jeff Hewitson, Lorraine Bean

NAYS:

ABSTAINED: Anthony DiStephano

MOTION CARRIED:

The above is a true copy of a Resolution duly adopted by the Zoning Board of Adjustment of the Township of Hamilton at a regular meeting held on August 9, 2011.



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TIM AMISON  
BOARD SECRETARY



INSTR # 2014005195  
D BK 6187 PG 1548 Pgs 1548 - 1557; (10 pgs)  
RECORDED 02/11/2014 11:07:58 AM  
PAULA SOLLAMI COVELLO, COUNTY CLERK  
MERCER COUNTY, NEW JERSEY

Deed Restriction  
(N.J.A.C. 5:97-6.11(c)(2))

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

To Assisted Living Facility  
With Covenants Restricting Rentals, Conveyance and Improvements  
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, is made as of this the 4<sup>th</sup> day of February 2014, by Homestead Senior Living, LLC, a New Jersey Limited Liability Company, having offices c/o Pike Construction, 171 Fifth Avenue, Paterson, New Jersey 07524 ("Owner") in favor of the Housing Affordability Service ("HAS") of The Department of Community Affairs of the State of New Jersey, with offices at 101 South Broad Street, Trenton, New Jersey 08625, or its successor, acting on behalf of the Municipality hereinafter identified ("Administrative Agent") and the Township of Hamilton, in the County of Mercer, New Jersey, a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey, with offices at 2090 Greenwood Avenue, Hamilton Township, New Jersey 08650 ("Municipality"). Owner is the developer/sponsor of a senior independent living project consisting of 150 independent living units, 32 assisted living units and 13 Alzheimer's resident units, or such other mix of units that the Township may allow, commonly known as "The Homestead at Hamilton" (the "Project"), pursuant to N.J.A.C. 5:97-6.11, for the purpose of qualifying the Municipality to receive credit for age-restricted affordable housing provided by the Owner in assisted living residences.

WITNESSETH

Article 1. Consideration

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

Article 2. Description of Property

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the municipality of Hamilton Township, County of Mercer, State of New Jersey, and described more specifically as Map 213, Section 2173, Lots No. 10 and 11 and a portion of Lot 8 and a portion of Lot 13 on the Tax Map of the Township of Hamilton, located at the intersection of Klockner and Kuser Roads. More specifically, pursuant to N.J.A.C. 5:97-6.11 as in effect on the date of this Deed Restriction, and condition #5 (page 19) of Resolution No. 08-06-032A, adopted by the Hamilton Township Zoning Board of Adjustment on August 9, 2011, granting Minor Subdivision Approval, Preliminary and Final Site Plan Approval and other relief with respect to the Property and the Project, five (5) of the total number of assisted living apartments within the Project shall be maintained as "affordable housing units" subject to

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the restrictions hereof (each a "Restricted Unit," and collectively the "Restricted Units"), which are eligible for New Jersey Council on Affordable Housing ("COAH") credit. Notwithstanding that N.J.S.A. 26:2H-12.16 as in effect on the date of this Deed Restriction requires that only ten percent (10%) of the total bed compliment of an assisted living facility be reserved for use by Medicaid eligible persons, the Owner reserves the right, but not the obligation, to be exercised in its sole discretion from time to time and at any time or no time during which this Deed Restriction is in force, to rent all of the Restricted Units, as well as any or all of the assisted living apartments that are not Restricted Units, to recipients of Medicaid waivers administered through the Enhanced Community Options (ECO) waiver program implemented in response to the Omnibus Budget Reconciliation Act (OBRA) of 1981, Section 2176, Public Law 97-35, who, as a matter of law, automatically qualify as low- or moderate- income households.

### Article 3. Affordable Housing Covenants

The following covenants, reservations and restrictions (the "Covenants") shall run with the land and shall pass to and be binding upon the Owner and the Owner's successors and assigns for the period of time (the "Control Period") determined separately with respect for each Restricted Unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the Restricted Unit, and shall expire as determined under the Uniform Controls, as defined below. Each and every contract, deed, mortgage or other instrument hereafter executed covering, pertaining to or conveying the Property, the Project, or the Restricted Units or any of them, shall conclusively be held to have been executed, delivered and accepted subject to the Covenants, regardless of whether the Covenants are set forth in such contract, deed, mortgage or other instrument.

In accordance with N.J.A.C. 5:80-26.11, each Restricted Unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the Restricted Unit is located elects to release the Restricted Unit from such requirements. Prior to such a municipal election, a Restricted Unit must remain subject to the requirements of this subchapter for a period of at least thirty (30) years notwithstanding the entry of any judgment of foreclosure with respect to any mortgage or other lien secured by the Property and/or that Restricted Unit; provided, however, that:

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



sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in these Deed Restrictions shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure shall be lawful; provided however, the Property shall remain subject to these Deed Restrictions subsequent to any such foreclosure or deed in lieu of foreclosure.

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

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of these Covenants will cause irreparable harm to the Administrative Agent, the Municipality and the public, in light of the public policies set forth in the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq., the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate income housing.

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

[SIGNATURES ON NEXT PAGE]

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

WITNESS:

HOMESTEAD SENIOR LIVING, LLC  
A New Jersey limited liability company  
By: Pike Senior Housing Partners, LLC,  
its managing member

Diane E. Shafer

By: David Weiner  
David Weiner, Managing Member

ACKNOWLEDGEMENT

On this the <sup>4th</sup> day of February, 2014 before me came David Weiner, to me known and known to me to be Managing Member of Pike Senior Housing Partners, LLC, the Managing Member of Homestead Senior Living, LLC, the Owner of the Property, who states that (s)he has signed said Deed Restriction for the purposes stated therein.

Diane E. Shafer  
NOTARY PUBLIC  
DIANE E. SHAFER  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES DEC. 22, 2014

R + R H.

COMMONWEALTH TITLE  
60 WEST EDWIN ST.  
FREEHOLD, NJ 07728

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menlo  
engineering  
associates

T 732 846 8585  
F 732 846 9439

261 Cleveland Avenue  
Highland Park, NJ 08904

Legal Description  
The Homestead at Hamilton  
Block 2173, Lot 8.01  
Township of Hamilton  
Mercer County, New Jersey

BEGINNING at a concrete monument to be set, said concrete monument marking the intersection of the southeastern most point of Lot 8.01 in Block 2173 and the southerly lot line of Lot 9 in Block 2173 with the northerly right-of-way line of Kuser Road (70' Width R.O.W.); thence

1.) South 80 degrees 29 minutes 38 seconds West, along said northerly right-of-way line, a distance of 710.23 feet to a concrete monument to be set; thence

Along a proposed lot line for the following five (5) courses:

2.) North 11 degrees 33 minutes 02 seconds West, a distance of 114.73 feet to a point; thence

3.) North 83 degrees 25 minutes 25 seconds East, a distance of 31.00 feet to a point; thence

4.) North 03 degrees 58 minutes 11 seconds West, a distance of 153.90 feet to a point; thence

5.) North 41 degrees 52 minutes 06 seconds West, a distance of 355.07 feet to a point; thence

6.) South 80 degrees 19 minutes 12 seconds West, a distance of 378.17 feet to a point lying in the easterly lot line of Lot 16 in Block 2173; thence

7.) North 08 degrees 41 minutes 20 seconds West, along said easterly lot line, a distance of 876.66 feet to a point lying in the northerly lot line of Lot 16 in Block 2173; thence

8.) South 87 degrees 23 minutes 25 seconds West, along said northerly lot line, a distance of 514.05 feet to a point lying in the northerly lot line of Lot 21 in Block 2173; thence

9.) North 85 degrees 56 minutes 20 seconds West, along said northerly lot line, a distance of 81.84 feet to a point lying in the easterly lot line of Lot 22 in Block 2173; thence

10.) North 14 degrees 03 minutes 40 seconds East, along said easterly lot line, a distance of 366.96 feet to a point lying in the southerly lot line of Lot 4 in Block 2173; thence

11.) South 50 degrees 52 minutes 20 seconds East, along said southerly lot line and continuing along the southerly lot line of Lot 5 in Block 2173, a distance of 199.03 feet to a point lying in the southerly lot line of Lot 7.01 in Block 2173; thence

12.) South 63 degrees 55 minutes 30 seconds East, along said southerly lot line and continuing along the southerly lot line of Lots 7.02, 7.03, 7.04, 7.05, 7.06 and 7.07 in Block 2173, a distance of 986.09 feet to a point; thence

13.) South 81 degrees 25 minutes 30 seconds East, along said southerly lot line of Lot 7.07 in Block 2173, a distance of 160.24 feet to a point lying in the westerly right-of-way line of Klockner Road (50'-70' Variable Width R.O.W.); thence

14.) South 41 degrees 55 minutes 30 seconds East, along said westerly right-of-way line, a distance of 333.98 feet to a point; thence

15.) South 41 degrees 05 minutes 36 seconds East, continuing along said westerly right-of-way line, a distance of 756.62 feet to a concrete monument to be set; thence

16.) South 11 degrees 44 minutes 04 seconds East, along the westerly lot line of Lot 9 in Block 2173, a distance of 159.69 feet to a concrete monument to be set marking the point or place of BEGINNING.

The above described parcel contains 1,007,382 sf (23.13 acres), more or less, as shown on a map entitled "The Homestead at Hamilton-Dedication & Easement Plan"; as prepared by Menlo Engineering Associates, Inc.; Job No. 2006.064; Dwg. No EP-1, dated February 8, 2013 and revised through January 7, 2014..

The above described parcel, Lot 8.01 in Block 2173 is subject to the following easements:

Conservation Easement

BEGINNING at a point, said point marking the intersection of the common lot line between Lots 7.07 and 8 in Block 2173 with the southwesterly right-of-way line of Klockner Road (50'-70' Variable R.O.W. per Tax Map); thence

1.) South 41 degrees 55 minutes 30 seconds East, along said southwesterly right-of-way line, a distance of 333.98 feet to a point; thence

2.) South 41 degrees 05 minutes 36 seconds East, continuing along said southwesterly right-of-way line, a distance of 261.22 feet to a point of tangent curvature; thence

Along an easement line for the following twenty-nine (29) courses:

3.) Along a curve to the right, having a radius of 38.50 feet, a central angle of 68 degrees 51 minutes 07 seconds, an arc distance of 46.27 feet, and a chord bearing and distance of South 06 degrees 40 minutes 03 seconds East 43.53 feet to a point of tangency; thence

4.) South 27 degrees 45 minutes 30 seconds West, a distance of 164.99 feet to a point; thence

5.) South 80 degrees 29 minutes 38 seconds West, a distance of 120.71 feet to a point; thence

6.) North 09 degrees 30 minutes 22 seconds West, a distance of 43.62 feet to a point of tangent curvature; thence

7.) Along a curve to the left, having a radius of 31.00 feet, a central angle of 45 degrees 00 minutes 00 seconds, an arc distance of 24.35 feet, and a chord bearing and distance of North 32 degrees 00 minutes 22 seconds West 23.73 feet to a point of tangency; thence

8.) North 54 degrees 30 minutes 22 seconds West, a distance of 20.24 feet to a point; thence

9.) North 32 degrees 21 minutes 08 seconds East, a distance of 11.41 feet to a point of tangent curvature; thence

10.) Along a curve to the left, having a radius of 52.00 feet, a central angle of 62 degrees 17 minutes 55 seconds, an arc distance of 56.54 feet, and a chord bearing and distance of North 01 degree 12 minutes 10 seconds East 53.80 feet to a point of tangency; thence

11.) North 29 degrees 56 minutes 47 seconds West, a distance of 144.42 feet to a point of tangent curvature; thence

- 12.) Along a curve to the left, having a radius of 79.00 feet, a central angle of 50 degrees 12 minutes 39 seconds, an arc distance of 69.23 feet, and a chord bearing and distance of North 55 degrees 03 minutes 07 seconds West 67.04 feet to a point of tangency; thence
- 13.) North 80 degrees 09 minutes 27 seconds West, a distance of 11.42 feet to a point of tangent curvature; thence
- 14.) Along a curve to the left, having a radius of 70.00 feet, a central angle of 62 degrees 29 minutes 37 seconds, an arc distance of 76.35 feet, and a chord bearing and distance of South 68 degrees 35 minutes 45 seconds West 72.62 feet to a point of tangency; thence
- 15.) South 37 degrees 20 minutes 56 seconds West, a distance of 9.43 feet to a point of tangent curvature; thence
- 16.) Along a curve to the left, having a radius of 45.00 feet, a central angle of 48 degrees 39 minutes 20 seconds, an arc distance of 38.21 feet, and a chord bearing and distance of South 13 degrees 01 minute 16 seconds West 37.08 feet to a point of tangency; thence
- 17.) South 11 degrees 18 minutes 24 seconds East, a distance of 184.24 feet to a point of tangent curvature; thence
- 18.) Along a curve to the right, having a radius of 75.00 feet, a central angle of 24 degrees 06 minutes 58 seconds, an arc distance of 31.57 feet, and a chord bearing and distance of South 00 degrees 45 minutes 05 seconds West 31.34 feet to a point of tangency; thence
- 19.) South 12 degrees 48 minutes 34 seconds West, a distance of 57.58 feet to a point of tangent curvature; thence
- 20.) Along a curve to the right, having a radius of 55.00 feet, a central angle of 39 degrees 02 minutes 28 seconds, an arc distance of 37.48 feet, and a chord bearing and distance of South 32 degrees 19 minutes 48 seconds West 36.76 feet to a point; thence
- 21.) South 51 degrees 51 minutes 02 seconds West, a distance of 0.59 feet to a point lying on the common lot line between Lots 8.01 and 13.01 in Block 2173; thence
- 22.) North 41 degrees 52 minutes 06 seconds West, along said common lot line, a distance of 217.51 feet to a point; thence
- 23.) South 80 degrees 19 minutes 12 seconds West, continuing along said common lot line, a distance of 304.41 feet to a point; thence
- 24.) North 63 degrees 33 minutes 02 seconds West, a distance of 90.18 feet to a point lying in the common lot line between Lots 8 and 16 in Block 2173; thence
- 25.) North 08 degrees 41 minutes 20 seconds West, along said common lot line, a distance of 823.49 feet to a point lying in the northerly lot line of Lot 16 in Block 2173; thence
- 26.) South 87 degrees 23 minutes 25 seconds West, along said northerly lot line, a distance of 514.05 feet to a point lying in the northerly lot line of Lot 21 in Block 2173; thence
- 27.) North 85 degrees 56 minutes 20 seconds West, along said northerly lot line, a distance of 81.84 feet to a point lying in the easterly lot line of Lot 22 in Block 2173; thence

28.) North 14 degrees 03 minutes 40 seconds East, along said easterly lot line, a distance of 366.96 feet to a point marking the intersection of Lots 4, 8.01, 22 and 23 in Block 2173; thence

Along the southerly lot line of Lots 4, 5 and 7.01 through 7.07 in Block 2173 for the following three (3) courses:

29.) South 50 degrees 52 minutes 20 seconds East, a distance of 199.03 feet to a point; thence

30.) South 63 degrees 55 minutes 30 seconds East, a distance of 986.09 feet to a point; thence

31.) South 81 degrees 25 minutes 30 seconds East, a distance of 160.24 feet to the point or place of BEGINNING.

The above described easement contains 668,054 sf (15.34 acres), more or less, as shown on a map entitled "The Homestead at Hamilton-Dedication & Easement Plan"; as prepared by Menlo Engineering Associates, Inc.; Job No. 2006.064; Dwg. No EP-1; dated February 8, 2013, and revised through January 7, 2014.

20' Wide Storm Sewer Easement

COMMENCING from a monument, said monument lying the following five (5) courses from a point marking the intersection of the common lot line between Lots 8.01 and 9 in Block 2173 and the northerly right-of-way line of Kuser Road (70' R.O.W. Per Tax map); thence

(A) South 80 degrees 29 minutes 38 seconds West, along said northerly right-of-way line, a distance of 710.23 feet to a monument marking the intersection of the common lot line between Lots 8.01 and 13.01 in Block 2173; thence

Along said common lot line for the following four (4) courses:

(B) North 11 degrees 33 minutes 02 seconds West, a distance of 114.73 feet to a point; thence

(C) North 83 degrees 25 minutes 25 seconds East, a distance of 31.00 feet to a point; thence

(D) North 03 degrees 58 minutes 11 seconds West, a distance of 153.90 feet to a point; thence

(E) North 41 degrees 52 minutes 06 seconds West, a distance of 31.49 feet to the true point or place of BEGINNING; thence

1.) North 41 degrees 52 minutes 06 seconds West, along said common lot line, a distance of 20.16 feet to a point; thence

Along an easement line for the following five (5) courses:

2.) North 40 degrees 48 minutes 03 seconds East, a distance of 81.34 feet to a point; thence

3.) North 00 degrees 01 minute 41 seconds West, a distance of 113.04 feet to a point; thence

4.) North 80 degrees 29 minutes 38 seconds East, a distance of 20.28 feet to a point; thence

5.) South 00 degrees 01 minute 41 seconds East, a distance of 123.82 feet to a point; thence

6.) South 40 degrees 48 minutes 03 seconds West, a distance of 91.36 feet to the point or place of BEGINNING.

The above described easement contains 4,096 sf (0.09 acres), more or less, as shown on a map entitled "The Homestead at Hamilton-Dedication & Easement Plan" as prepared by Menlo Engineering Associates, Inc.; Job No. 2006.064; Dwg. No. EP-1; dated February 8, 2013 and revised through January 7, 2014.

Detention Basin Maintenance and Access Easement

BEGINNING from a point, said point lying South 80 degrees 29 minutes 38 seconds West, a distance of 627.07 feet from a monument marking the intersection of the common lot line between Lots 8.01 and 9 in Block 2173 and the northerly right-of-way line of Kuser Road (70' R.O.W. Per Tax map) to the true point or place of BEGINNING; thence

1.) South 80 degrees 29 minutes 38 seconds West, along said northerly right-of-way line, a distance of 20.00 feet to a point; thence

Along an easement line for the following sixteen (16) courses:

2.) North 09 degrees 30 minutes 22 seconds West, a distance of 473.34 feet to a point; thence

3.) South 80 degrees 29 minutes 38 seconds West, a distance of 41.94 feet to a point; thence

4.) North 11 degrees 18 minutes 24 seconds West, a distance of 205.14 feet to a point of tangent curvature; thence

5.) Along a curve to the right, having a radius of 45.00 feet, a central angle of 48 degrees 39 minutes 20 seconds, an arc distance of 38.21 feet, and a chord bearing and distance of North 13 degrees 01 minute 16 seconds East 37.08 feet to a point; thence

6.) North 37 degrees 20 minutes 56 seconds East, a distance of 9.43 feet to a point of tangent curvature; thence

7.) Along a curve to the right, having a radius of 70.00 feet, a central angle of 62 degrees 29 minutes 37 seconds, an arc distance of 76.35 feet, and a chord bearing and distance of North 68 degrees 35 minutes 45 seconds East 72.62 feet to a point; thence

8.) South 80 degrees 09 minutes 27 seconds East, a distance of 11.42 feet to a point of tangent curvature; thence

9.) Along a curve to the right, having a radius of 79.00 feet, a central angle of 40 degrees 16 minutes 10 seconds, an arc distance of 55.52 feet, and a chord bearing and distance of South 60 degrees 01 minute 22 seconds East 54.39 feet to a point; thence

10.) North 23 degrees 29 minutes 21 seconds East, a distance of 36.50 feet to a point; thence

11.) South 64 degrees 47 minutes 14 seconds East, a distance of 20.01 feet to a point; thence

12.) South 23 degrees 29 minutes 21 seconds West, a distance of 49.26 feet to a point; thence

13.) South 29 degrees 56 minutes 47 seconds East, along a line, a distance of 134.04 feet to a point of tangent curvature; thence

14.) Along a curve to the right, having a radius of 52.00 feet, a central angle of 62 degrees 17 minutes 55 seconds, an arc distance of 56.54 feet, and a chord bearing and distance of South 01 degree 12 minutes 10 seconds West 53.80 feet to a point; thence

15.) South 32 degrees 21 minutes 08 seconds West, a distance of 29.26 feet to a point; thence

16.) South 80 degrees 29 minutes 38 seconds West, a distance of 103.31 feet to a point; thence

17.) South 09 degrees 30 minutes 22 seconds East, a distance of 473.34 feet to the point or place of BEGINNING.

The above described easement contains 54,126 sf (1.24 acres), more or less, as shown on a map entitled "The Homestead at Hamilton Dedication & Easement Plan" as prepared by Menlo Engineering Associates, Inc.; Job No. 2006.064; Dwg. No. EP-1; dated February 8, 2013 and revised through January 7, 2014.

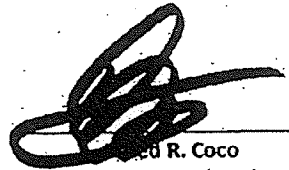
10' Wide Drainage Easement (Deed Book 2010 Page 704)

30' Wide Sinclair Pipeline Company Easement (Deed Book 1240 Page 517)

25' Wide Sanitary Sewer Easement (Deed Book 2145 Page 748)

20' Wide Drainage Easement to the Township of Hamilton (Deed Book 1775 Page 67)

BP/dp  
MEA #2006.064  
February 8, 2013  
Rev. 1) April 30, 2013  
Rev. 2) January 7, 2014



Robert R. Coco  
Professional Engineer/Land Surveyor  
NJ PE&LS #26264

C:\Documents\2006\2006.064\ENG\2006.064-Legal Desc--Block 2173 Lot 8.01.docx



## **28. Mercer ARC - 12 Compton Way**



INSTR # 2018039294  
 D BX 6340 PG 1773 Pgs 1773 - 1778 (6 pgs)  
 RECORDED 09/12/2018 10:06:23 AM  
 PAULA SOLLAMI COVELLO, COUNTY CLERK  
 MERCER COUNTY, NEW JERSEY



**Mercer County  
 Document Summary Sheet**

Mercer County Clerk PO Box 8068 240 West State Street 6th Floor Trenton NJ 08650	Return Name and Address Township of Hamilton Office of the Municipal Clerk 2090 Greenwood Ave PO Box 00150 Hamilton, NJ 08650-0150
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180363

Official Use Only

Submitting Company		Township of Hamilton			
Document Date (mm/dd/yyyy)		08/13/2018			
Document Type		Deed-Restriction Affordable Housing			
No. of Pages of the Original Signed Document (Including the cover sheet)		6			
Consideration Amount (if applicable)					
First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s) <small>(Last Name First Name Middle Initial Suffix or Company Name as written)</small>	Address (Optional)			
	Township of Hamilton	2090 Greenwood Avenue, Hamilton, NJ			
Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s) <small>(Last Name First Name Middle Initial Suffix or Company Name as written)</small>	Address (Optional)			
	The Arc/Mercer	12 Compton Way, Hamilton, NJ			
Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	Hamilton	1845	11		12 Compton Way
Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date
<small>*DO NOT REMOVE THIS PAGE.          DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF MERCER COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.</small>					

*Handwritten:*  
 DDM  
 6 Pgs  
 8/13/2018

**COPY**

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

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

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

THIS DEED RESTRICTION, entered into as of this the 13th day of August, 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and The Arc/Mercer, Inc., a not-for-profit corporation of the State of New Jersey, having offices at 180 Ewingville Road, Ewing, New Jersey 08638, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

3)

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

18 226

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 1845, Lot 11 as shown of the Tax Map of the Township of Hamilton and is known by the street address: 12 Compton Way ("the Unit").

Article 3. Affordable Housing Covenants

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

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

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

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing the Unit for very low-income individuals, and no commitment for residency in the Unit shall be given or implied, without exception, to any person who has not been certified for the Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.
- C. No improvements may be made to the Property that would affect the bedroom configuration of the Unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

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

18 226

318

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

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

ATTEST:

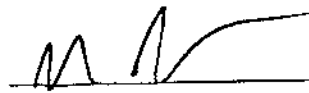
Hamilton Township

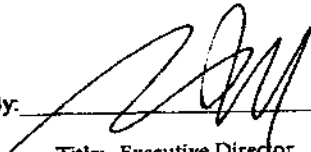
  
 Allison J. Sabo  
 Deputy Municipal Clerk

By:   
 Martin Flann, Acting Mayor

WITNESS:

Arc/Mercer, Inc.

  
 Michael Kearns  
 Director of Facilities

By:   
 Title: Executive Director  
 Steven P. Cook

RECEIVED SEP 07 2018

ACKNOWLEDGEMENTS

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

I CERTIFY that on this 5<sup>th</sup> day of Sept, 2018, before me, the subscriber, personally appeared Steven P. Cook who I am satisfied is the person who executed the foregoing instrument as SVDR of Arc/Mercer, Inc., a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Arc/Mercer, Inc.

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

Lorraine M Offredo  
Notary Public  
New Jersey  
My Commission Expires 5-3-19

*Lorraine M. Offredo*  
Notary Public  
My Commission Expires:

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

I CERTIFY that on this 5 day of Sept 2018, before me, the subscriber, personally appeared Martin Flynn, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

\* Acting

*Brittani Radice Calderone*  
Notary Public  
My Commission Expires


BRITTANI RADICE-CALDERONE  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 2395047  
My Commission Expires 05/2020

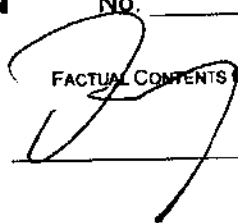
**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

**RESOLUTION** No. 18 226

APPROVED AS TO FORM AND LEGALITY

FACTUAL CONTENTS CERTIFIED TO BY

  
\_\_\_\_\_  
TOWNSHIP ATTORNEY

  
\_\_\_\_\_  
TITLE

**RESOLUTION AUTHORIZING EXECUTION OF DEED RESTRICTION; DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RE SALE AND REFINANCING (12 Compton Way; Block 1845, Lot 11)**

*Whereas* a certain property, known as 12 Compton Way, Block 1845, Lot 11, has or will include affordable units meeting the requirements of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq.; and

*Whereas* it is necessary to record a deed restriction setting forth affordable housing requirements with respect to such units; and

*Whereas* the attached Deed Restriction; Deed-Restricted Affordable Housing Property with Restrictions on Resale and Refinancing conforms to the requirements of the Uniform Housing Affordability Controls and satisfies the obligation to record such an instrument; and

*Whereas* it is in the best interest of the Township to execute and record such an instrument; and

*Now, Therefore, Be It Resolved* by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the Mayor and Clerk are authorized and directed to execute such instrument and that the Township record such instrument after execution by the other party thereto.

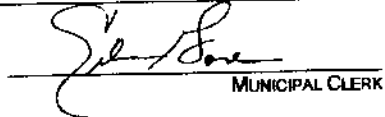
3)

18 226

ADOPTED BY COUNCIL ON AUGUST 21, 2018

DATE

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					
RALPH V. MASTRANGELO	✓				✓	
RICHARD L. TIGHE, JR.	✓					✓
JEFFREY S. MARTIN	✓					
ANTHONY P. CARABELLI, JR.	✓					

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

B-1094  
L-32

Map 95 Block 1845 Lot 11  
Location 12 COMPTON WAY  
Size 98 X 113  
Plotted By JF DATE 9-25-18  
Remarks DEED RESTRICTION  
AFFORDABLE HOUSING




**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

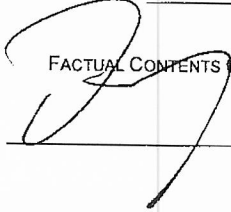
**RESOLUTION**

No. 18 226

APPROVED AS TO FORM AND LEGALITY

FACTUAL CONTENTS CERTIFIED TO BY

  
\_\_\_\_\_  
TOWNSHIP ATTORNEY

  
\_\_\_\_\_  
TITLE

**RESOLUTION AUTHORIZING EXECUTION OF DEED RESTRICTION; DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING (12 Compton Way; Block 1845, Lot 11)**

*Whereas* a certain property, known as 12 Compton Way, Block 1845, Lot 11, has or will include affordable units meeting the requirements of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq.; and

*Whereas* it is necessary to record a deed restriction setting forth affordable housing requirements with respect to such units; and

*Whereas* the attached Deed Restriction; Deed-Restricted Affordable Housing Property with Restrictions on Resale and Refinancing conforms to the requirements of the Uniform Housing Affordability Controls and satisfies the obligation to record such an instrument; and

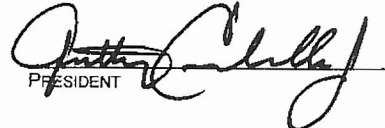
*Whereas* it is in the best interest of the Township to execute and record such an instrument; and

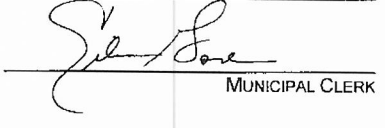
*Now, Therefore, Be It Resolved* by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the Mayor and Clerk are authorized and directed to execute such instrument and that the Township record such instrument after execution by the other party thereto.

3)

18 226

ADOPTED BY COUNCIL ON AUGUST 21, 2018  
DATE

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					
RALPH V. MASTRANGELO	✓				✓	
RICHARD L. TIGHE, JR.	✓					✓
JEFFREY S. MARTIN	✓					
ANTHONY P. CARABELLI, JR.	✓					
X - Indicates Vote    A.B. - Absent    N.V. - Not Voting    RES. - Moved    SEC. - Seconded						

L:\COUNCIL\Resolution\COAH\RecordDeedRestriction.12ComptonWay.2018.doc

## AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES

THIS AGREEMENT made as of this 30<sup>th</sup> day of August, 2018 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 (“Township”), and The Arc/Mercer, Inc., a non-for-profit corporation of the State of New Jersey, having offices at 180 Ewingville Road, Ewing, New Jersey 08638 (“Mercer Arc”).

### WITNESSETH:

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

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

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

WHEREAS, the Spending Plan includes an allocation of **\$90,000.00** to Mercer Arc for acquisition and rehabilitations costs for 12 Compton Way, which will be converted into a **three bedroom group home** for persons over the age of 18 with developmental disabilities, such allocation being at the request of the Mercer Arc.

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

- I. The Township agrees to allocate monies (“Monies”) from the Township’s Affordable Housing Trust Fund, in the amount of \$90,000.00, to Mercer Arc for the purpose of subsidizing acquisition and rehabilitation costs for a property at 12 Compton Way to be used, after renovations, as a three bedroom group home for **very low-income emancipated adults with developmental disabilities** (hereinafter “the Property”). The payment shall be made at the time of closing on the Property, provided that the requirements of Paragraph VIII have been satisfied.
- II. Mercer Arc agrees to use the Monies to defray acquisition and renovation costs.

- III. Mercer Arc shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Property shall not be age restricted and shall be available only to very low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. The Property shall be subject to affordability controls for very low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of a deed restriction prepared by the Township and recorded by the Office of the Mercer County Clerk. Mercer Arc agrees to execute such instrument.
- IV. Mercer Arc shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. Mercer Arc in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.
- V. Mercer Arc shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable very low-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. Mercer Arc Services shall pay the Administrative Agent a charge of \$200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a very low-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* Such amount may be adjusted to reflect increases in the cost of living.
- VI. The Monies provided by the Township shall be returned to it by Mercer Arc if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for the Property shall be returned to the Township should Mercer Arc fail to obtain a certificate of occupancy for the Property, should it fail to comply with the Uniform Housing Affordability Controls or should any section of this Agreement not be met.
- VII. Mercer Arc shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to Mercer Arc shall be made in full upon the following:

- A. Approval of the Township's Spending Plan or of the disbursement set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
- B. The Township is convinced of the creditworthiness of each project; and
- C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

IX. Miscellaneous

- A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
- B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.
- C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
- D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
- F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Mercer Arc and its attorneys have had substantial input into the terms and conditions contained herein, this

Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

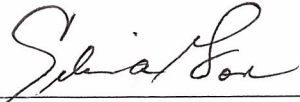
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

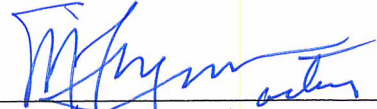
**SIGNATURES APPEAR ON THE NEXT PAGE**

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

Attest:

TOWNSHIP OF HAMILTON

  
\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

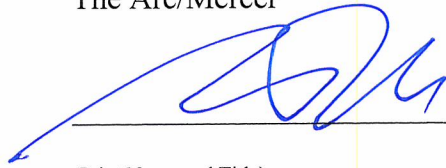
  
\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: 9/10/18

Attest:

The Arc/Mercer

  
\_\_\_\_\_

  
\_\_\_\_\_

(Print Name and Title)

Date: 8/20/18

Steven P. Cook  
Executive Director

Arc Mercer Inc. Services Agreement for the Commitment of Affordable Housing Trust Monies  
8/9/18

RECEIVED SEP 07 2018

## 29. MERCER ARC – CEDAR LANE

See 2004 COAH Compliance Report for evidence of eligibility for credit.



## 30. MERCER ARC – ROUTE 156

See 2004 COAH Compliance Report for evidence of eligibility for credit.

## 31. MERCER ARC – 236 MURRAY



Mercer County Clerk  
 Paula Sollami Covello  
 PO Box 8068  
 240 West State Street  
 6<sup>th</sup> Floor  
 Trenton NJ 08650

<i>Official Use Only – Realty Transfer Fee</i>	
Date of Document    April 3, 2018	Type of Document    Deed
First Party Name Township of Hamilton	Second Party Name The Arc/Mercer, Inc
Additional Parties	

THE FOLLOWING SECTION IS **REQUIRED** FOR DEEDS ONLY  
**BUT SUGGESTED FOR ALL DOCUMENTS**

Lot    21	Block    2683
Municipality    Township of Hamilton	Consideration
Mailing Address of Grantee 180 Ewingville Road Ewing, NJ 08638	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES,  
 SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	Original Page
---------------	---------------

Township of Hamilton

APR 20 2018

Division of Planning <sup>473</sup>

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

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

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

THIS DEED RESTRICTION, entered into as of this the 3<sup>rd</sup> day of April, 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 (“the Township”), and The Arc/Mercer, Inc., a not-for-profit corporation of the State of New Jersey, having offices at 180 Ewingville Road, Ewing, New Jersey 08638, the developer/sponsor (the “Owner”) of a residential low- or moderate-income rental project (the “Project”):

WITNESSETH

Article 1. Consideration

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

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 2683, Lot 21 as shown on the Tax Map of the Township of Hamilton and is known by the street address: 236 Murray Avenue (“the Unit”).

Article 3. Affordable Housing Covenants

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

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

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

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the “Uniform Controls”).
- B. The Property shall be used solely for the purpose of providing the Units for very low-, low-, and moderate-income individuals, and no commitment for residency in the Unit shall be given or implied, without exception, to any person who has not been certified for the Unit in writing by the Township’s Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.
- C. No improvements may be made to the Property that would affect the bedroom configuration of the Unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

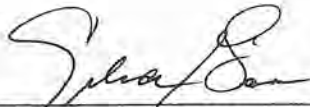
A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and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

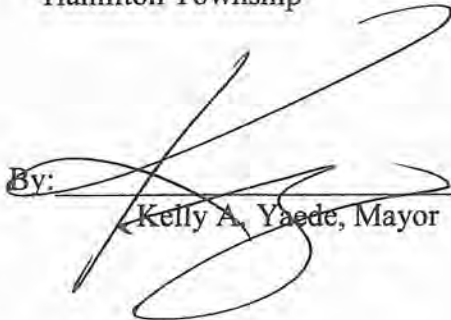
- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the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

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

ATTEST:

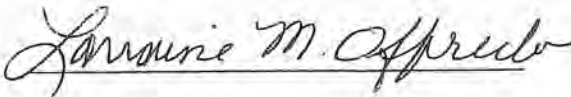
Hamilton Township

  
 \_\_\_\_\_  
 Eileen A. Gore, RMC, CMC

By:   
 \_\_\_\_\_  
 Kelly A. Yaede, Mayor

WITNESS:

Arc/Mercer, Inc.

  
 \_\_\_\_\_

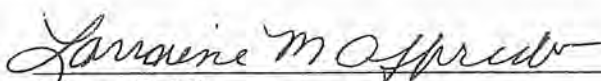
By:   
 \_\_\_\_\_  
 Steven P. Cook, Executive Director

ACKNOWLEDGEMENTS

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

I CERTIFY that on this 3<sup>rd</sup> day of April, 2018, before me, the subscriber, personally appeared Steven P. Cook, who I am satisfied is the person who executed the foregoing instrument as Executive Director of Arc/Mercer, Inc., a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Arc/Mercer, Inc.

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

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

Lorraine M Offredo  
Notary Public  
New Jersey  
My Commission Expires 5-3-19

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

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

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

  
\_\_\_\_\_  
Notary Public  
My Commission Expires

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



**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

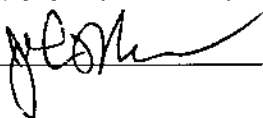
**RESOLUTION**

No. 17 281

APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_  
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

  
\_\_\_\_\_  
TITLE

**RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO THE ARC/MERCER, INC. TO PURCHASE 236 MURRAY AVENUE (4 BEDROOMS); (\$125,000.00 TOTAL GRANT AMOUNT)**

*Whereas* Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

*Whereas* Hamilton Township petitioned the Superior Court on July 7, 2015 for determination of Hamilton Township's request for Housing Element and Fair Share Plan, as well as Builders Remedy Immunity; and

*Whereas* the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1 et seq.); and

*Whereas* The Arc/Mercer Inc. is a not-for-profit organization that is committed to securing for all people with developmental disabilities the opportunity to choose and realize their goals; and

*Whereas* The Arc/Mercer Inc. is interested in purchasing a property located at 236 Murray Avenue in Hamilton Township, which will be renovated to create a 4 bedroom community home to provide permanent housing for individuals with developmental disabilities; and

*Whereas* The Arc/Mercer Inc. has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to subsidize the cost of the purchase of and renovations to the aforementioned property; and

*Whereas* Mayor Kelly A. Yaede and the Council of Hamilton wish to allocate \$125,000.00 from the Township's Affordable Housing Trust Fund to The Arc/Mercer Inc., for the purchase of and renovations to 236 Murray Avenue (4 bedrooms); and

*Whereas* upon acceptance of these grant monies, the aforesaid property will be subject to 30-year deed restrictions as an affordable housing property; and

*Whereas* this allocation is also subject to COAH's/Court's approval of the creditworthiness of the unit located at 236 Murray Avenue (4 bedrooms) and the expenditure of funds for the purchase of and renovations to said unit; and

*Whereas* this allocation is also subject to execution of an Agreement between The Arc/Mercer Inc. and Hamilton Township; and

*Whereas* it is in the best interest of the citizens of the Township to proceed with this commitment to The Arc/Mercer Inc.;

*20*

17 281

**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

**RESOLUTION** No. 17 281

**RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO THE ARC/MERCER, INC. TO PURCHASE 236 MURRAY AVENUE (4 BEDROOMS); (\$125,000.00 TOTAL GRANT AMOUNT)**

*Now, Therefore, Be It Resolved* by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that subject to COAH's/Court's express approval, the proper municipal officials be and hereby are authorized to allocate \$125,000.00 from the Township's Affordable Housing Trust Fund to The Arc/Mercer Inc., in order to subsidize the purchase of and renovations to a property located at 236 Murray Avenue (4 bedrooms) in Hamilton Township.

30  
17 281

ADOPTED BY COUNCIL ON October 17, 2017  
 \_\_\_\_\_  
 PRESIDENT DATE MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
DAVID J. KENNY			✓			
ILEANA SCHIRMER	✓					
DINA THORNTON	✓					✓
RALPH V. MASTRANGELO	✓				✓	
DENNIS A. PONE	✓					

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

## AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES

THIS AGREEMENT made as of this 5 day of January, 2018 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 (“Township”), and The Arc/Mercer, Inc., a non-for-profit corporation of the State of New Jersey, having offices at 180 Ewingville Road, Ewing, New Jersey 08638 (“Mercer Arc”).

### WITNESSETH:

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

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

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

WHEREAS, the Spending Plan includes an allocation of \$125,000.00 to Mercer Arc for acquisition costs for 236 Murray Avenue, which will be converted into a four bedroom group home for persons over the age of 18 with developmental disabilities, such allocation being at the request of the Mercer Arc.

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

- I. The Township agrees to allocate monies (“Monies”) from the Township’s Affordable Housing Trust Fund, in the amount of **\$125,000.00**, to Mercer Arc for the purpose of defraying acquisition costs for a property at 236 Murray Avenue to be used, after renovations, as a **four bedroom group home for very-low income emancipated adults with developmental disabilities** (hereinafter “the Property”). The payment shall be made at the time of closing on the Property, provided that it has been approved by a court of competent jurisdiction.
- II. Mercer Arc agrees to use the Monies to defray acquisition costs.

- III. Mercer Arc shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Property shall not be age restricted and shall be available only to low-income or very low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. The Property shall be subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. Mercer Arc agrees to execute such instruments.
- IV. Mercer Arc shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. Mercer Arc in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.
- V. Mercer Arc shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. Mercer Arc Services shall pay the Administrative Agent a charge of \$200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* Such amount may be adjusted to reflect increases in the cost of living.
- VI. The Monies provided by the Township shall be returned to it by Mercer Arc if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for the Property shall be returned to the Township should Mercer Arc fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.
- VII. Mercer Arc shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-

profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to Mercer Arc shall be made in full upon the following:

- A. Approval of the Township's Spending Plan or of the disbursement set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
- B. The Township is convinced of the creditworthiness of each project; and
- C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

IX. Miscellaneous

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

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

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

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

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

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

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Mercer Arc and its attorneys

have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

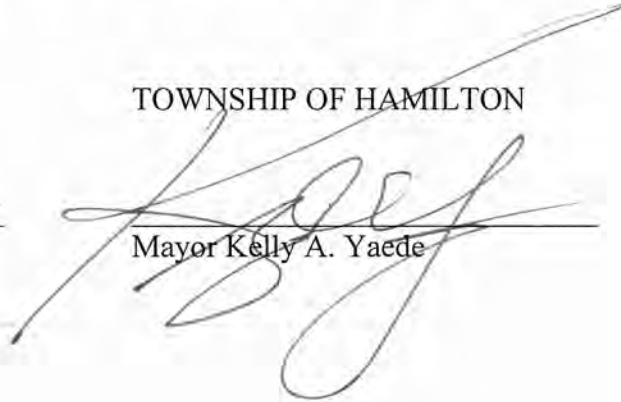
**SIGNATURES APPEAR ON THE NEXT PAGE**

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

Attest:

TOWNSHIP OF HAMILTON


  
\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

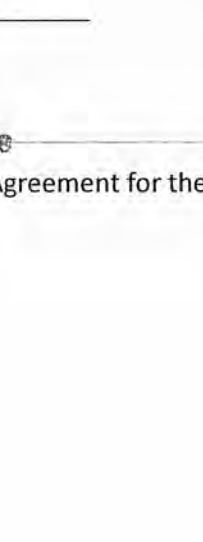
  
\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: 1/24/18

Attest:

The Arc/Merzer

  
\_\_\_\_\_  
Lorraine M. Offredo

  
\_\_\_\_\_  
Steven P. Cook – Executive Director

Date: 1/5/18

**Lorraine M Offredo**  
Notary Public  
New Jersey

~~My Commission Expires 5-3-18~~

Arc Mercer Inc. Services Agreement for the Commitment of Affordable Housing Trust Monies  
11/9/17

## 32. MERCER COUNTY VETERAN CENTER



See 2004 COAH Compliance Report for evidence of eligibility for credit.

## 33. MILL ONE

AMENDED AGREEMENT FOR THE COMMITMENT OF AFFORDABLE  
HOUSING TRUST FUND MONIES

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 (“Township”), and Archipelago Condominium Association, Inc., a non-profit corporation of the State of New Jersey, having offices at 1800 East State Street, Suite 220, Hamilton, New Jersey 08609 (“ACA”).

WITNESSETH:

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

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

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

WHEREAS, the Spending Plan includes an allocation of \$1,400,000.00 to ACA for the purpose of providing affordable housing at One North Johnston Avenue; and

WHEREAS, ACA, a partnership between Isles, Inc. and Hana Properties, proposes to develop forty-five (45) residential units on property located at One North Johnston Avenue which is referred to as “The Lofts @ Mill One” (“Project”), with thirty (30) of said units to be set aside for low and moderate income families (the “Units”); and

WHEREAS, ACA has requested a grant from the Township’s Affordable Housing Trust Fund for the 30 units in order to provide the critical financial incentive to make the Project financially feasible;

WHEREAS, on July 11, 2012, with amendment on June 11, 2013, the Township and ACA executed an Agreement for the construction of affordable housing using Affordable Housing Trust Fund monies; and

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

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

- I. The parties agree that the Agreement for Construction of Affordable Housing Trust Fund Monies executed on July 11, 2012 and amended on June 11, 2013, and this Amended Agreement is substituted therefor.
- II. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund in the amount of \$1,400,000.00 to ACA for the purpose of developing a portion of the Project for use as affordable housing. The allocation of the Monies shall be subject to the following allocation schedule:
  - A. Ten percent (10%) at the time of approval of the Spending Plan or of the disbursements set forth herein by the court having jurisdiction over the litigation described in the first Whereas clause;
  - B. Ten percent (10%) at submission of building permits for first five (5) units – \$140,000.00
  - C. Ten percent (10%) at submission of building permits for next five (5) units – \$140,000.00
  - D. Ten percent (10%) at submission of building permits for last five (5) units – \$140,000.00
  - E. Ten percent (10%) at building permit issuance for first five (5) units – \$140,000.00
  - F. Ten percent (10%) at building permit issuance for next five (5) units – \$140,000.00
  - G. Ten percent (10%) at building permit issuance for last five (5) units – \$140,000.00
  - H. Ten percent (10%) at certificate of occupancy for first five (5) units – \$140,000.00
  - I. Ten percent (10%) at certificate of occupancy for next five (5) units – \$140,000.00
  - J. Ten percent (10%) at certificate of occupancy for last five (5) units – \$140,000.00

The Monies shall be returned to the Township should ACA fail to obtain a certificate of occupancy for the Units within 24 months from the transfer of monies under Section A hereof.

- III. ACA agrees to construct the Units within 24 months of approval of the Spending Plan by the court.
- IV. ACA shall provide to the Township written progress reports every four (4) months, beginning as of the date of this Agreement, until closing. The progress reports shall provide an overview of where ACA is in the planning, permitting, financing and construction process of the units and shall include, but not be limited to, the following:
  - A. Planning, permitting, financing and construction schedule, if available;
  - B. Notification of when permit applications are submitted to the Township for review;
  - C. Notification of when permits are issued and for what purpose (i.e. building, electrical);
  - D. Construction start date;
  - E. Notification of when Certificates of Occupancy are issued;
  - F. Major milestones;
  - G. Project setbacks;
  - H. Notification as to whether the Project is ahead of, behind, or on schedule.
- V. ACA shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available as rental housing only to low- and moderate-income households, and each unit shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. At least 13 percent of the affordable units shall be for very low-income households, at 37 percent shall be low-income households, and the remainder shall be for moderate-income households. Each Property shall be subject to affordability controls for low- and moderate-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. ACA agrees to execute such instruments.
- VI. ACA shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. ACA Services in addition shall

prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.

- VII. ACA shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. ACA shall pay the Administrative Agent a charge of \$200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* Such amount may be adjusted to reflect increases in the cost of living.
- VIII. The Monies provided by the Township for each Property shall be returned to the Township should ACA fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.
- IX. ACA shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.
- X. The disbursements of the Monies by the Township to ACA shall be made in full upon the following:
- A. Approval of the Township's Spending Plan or of the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
  - B. The Township is convinced of the creditworthiness of each project; and
  - C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).
  - D. Compliance by ACA with the requirements set forth in Section III.
- XI. Miscellaneous
- A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

- B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.
- C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
- D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
- F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Archipelago Condominium Association, Inc. and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

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

Attest:

TOWNSHIP OF HAMILTON

\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: \_\_\_\_\_

Attest:

Archipelago Condominium Association, Inc.

\_\_\_\_\_

\_\_\_\_\_

(Print Name and Title)

Date: \_\_\_\_\_



**AMENDED AGREEMENT FOR THE COMMITMENT OF AFFORDABLE  
HOUSING TRUST FUND MONIES**

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 (“Township”), and Archipelago Condominium Association, Inc., a non-profit corporation of the State of New Jersey, having offices at 1800 East State Street, Suite 220, Hamilton, New Jersey 08609 (“ACA”).

**WITNESSETH:**

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

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

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

WHEREAS, the Spending Plan includes an allocation of \$1,400,000.00 to ACA for the purpose of providing affordable housing at One North Johnston Avenue; and

WHEREAS, ACA, a partnership between Isles, Inc. and Hana Properties, proposes to develop forty-five (45) residential units on property located at One North Johnston Avenue which is referred to as “The Lofts @ Mill One” (“Project”), with thirty (30) of said units to be set aside for low and moderate income families (the “Units”); and

WHEREAS, ACA has requested a grant from the Township’s Affordable Housing Trust Fund for the 30 units in order to provide the critical financial incentive to make the Project financially feasible;

WHEREAS, on July 11, 2012, with amendment on June 11, 2013, the Township and ACA executed an Agreement for the construction of affordable housing using Affordable Housing Trust Fund monies; and

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

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

- I. The parties agree that the Agreement for Construction of Affordable Housing Trust Fund Monies executed on July 11, 2012 and amended on June 11, 2013, and this Amended Agreement is substituted therefor.
- II. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund in the amount of \$1,400,000.00 to ACA for the purpose of developing a portion of the Project for use as affordable housing. The allocation of the Monies shall be subject to the following allocation schedule:
  - A. Ten percent (10%) at the time of approval of the Spending Plan or of the disbursements set forth herein by the court having jurisdiction over the litigation described in the first Whereas clause;
  - B. Ten percent (10%) at submission of building permits for first five (5) units – \$140,000.00
  - C. Ten percent (10%) at submission of building permits for next five (5) units – \$140,000.00
  - D. Ten percent (10%) at submission of building permits for last five (5) units – \$140,000.00
  - E. Ten percent (10%) at building permit issuance for first five (5) units – \$140,000.00
  - F. Ten percent (10%) at building permit issuance for next five (5) units – \$140,000.00
  - G. Ten percent (10%) at building permit issuance for last five (5) units – \$140,000.00
  - H. Ten percent (10%) at certificate of occupancy for first five (5) units – \$140,000.00
  - I. Ten percent (10%) at certificate of occupancy for next five (5) units – \$140,000.00
  - J. Ten percent (10%) at certificate of occupancy for last five (5) units – \$140,000.00

The Monies shall be returned to the Township should ACA fail to obtain a certificate of occupancy for the Units within 42 months from the transfer of monies under Section A hereof.

- III. ACA agrees to construct the Units within 36 months of approval of the Spending Plan by the court.
- IV. ACA shall provide to the Township written progress reports every four (4) months, beginning as of the date of this Agreement, until closing. The progress reports shall provide an overview of where ACA is in the planning, permitting, financing and construction process of the units and shall include, but not be limited to, the following:
- A. Planning, permitting, financing and construction schedule, if available;
  - B. Notification of when permit applications are submitted to the Township for review;
  - C. Notification of when permits are issued and for what purpose (i.e. building, electrical);
  - D. Construction start date;
  - E. Notification of when Certificates of Occupancy are issued;
  - F. Major milestones;
  - G. Project setbacks;
  - H. Notification as to whether the Project is ahead of, behind, or on schedule.
- V. ACA shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available as rental housing only to low- and moderate-income households, and each unit shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property shall be subject to affordability controls for low- and moderate-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. ACA agrees to execute such instruments.
- VI. ACA shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. ACA Services in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having

jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.

- VII. ACA shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. ACA shall pay the Administrative Agent a charge of \$200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* Such amount may be adjusted to reflect increases in the cost of living.
- VIII. The Monies provided by the Township for each Property shall be returned to the Township should ACA fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.
- IX. ACA shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.
- X. The disbursements of the Monies by the Township to ACA shall be made in full upon the following:
- A. Approval of the Township's Spending Plan or of the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
  - B. The Township is convinced of the creditworthiness of each project; and
  - C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).
  - D. Compliance by ACA with the requirements set forth in Section III.
- XI. Miscellaneous
- A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

- B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.
- C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
- D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
- F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Archipelago Condominium Association, Inc. and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

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

Attest:

TOWNSHIP OF HAMILTON

\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: \_\_\_\_\_

Attest:

Archipelago Condominium Association, Inc.

\_\_\_\_\_

\_\_\_\_\_

(Print Name and Title)

Date: \_\_\_\_\_

Archipelago Amended Agreement for the Commitment of Affordable Housing Trust Fund Monies 1/22/19

**APPLICATION TO HAMILTON TOWNSHIP FOR AFFORDABLE  
HOUSING TRUST FUND ASSISTANCE**

**IN CONNECTION WITH THE DEVELOPMENT OF THE LOFTS@  
MILL ONE**

**BOARD OF TRUSTEES**

Steven P. Goodell  
*Board Chair*

April Aaronson  
*Vice Chair*

Ann Marie Senior  
*Vice Chair*

Liz Erickson  
*Secretary*

Manish H. Shah  
*Treasurer*

Edward J. Butler

Tom Byrne

Zane Dion Clark, Sr.

Barbara Coe

Michael Dundas

Robert H. Harris

Rev. Karen Hernandez

Jacque P. Howard

Michele Minter

Oye Olukotun

Allen I. Rowe

Sa Mut A. Scott

Martin Johnson, *ex officio*

**May 10, 2012**

**Background**

This application is submitted by Archipelago Condominium Association (“ACA”), a partnership between Isles, Inc. and Hana Properties. ACA owns 51,000 sq ft section of a 240,000 square foot structure that it plans to convert to mixed income residential use. The property is located in the Bromley section at One North Johnston Avenue in Hamilton Township. Referred to as Mill One, the total property is 5.6 acres, bounded by the NJ Transit right of way to the west; Pond Run to the South; North Johnston Avenue to the East; and Nottingham way to the North.

The 110-year old facility was once home to former Atlantic Products textile mill and has been designated as a Redevelopment Area by the Township. Mill One is the subject of a Redevelopment Plan prepared by Cofone Consulting Group, adopted by Hamilton Township in 2009.

The Redevelopment Plan is designed to encourage the adaptive reuse of the property in ways that are consistent with the surrounding neighborhood context, but that also take advantage of its location within the proposed Arts and Cultural Overlay Zone District, currently anchored by the Grounds for Sculpture, the Hamilton Train Station, and the East State Street Corridor.

The broad objectives of the redevelopment plan include the creation of sustainable commercial and residential uses featuring studio spaces for local artists, offices and retail uses, and multi-family residential apartments which will attract a diverse mix of individuals and families.

**The Lofts@ Mill One and the Need for Subsidy**

ACA proposes to develop 45 residential units at the site as part of the overall redevelopment effort. Attached to this application as Exhibit A is a site plan for Mill One indicating the location of the residential units as The Lofts@ Mill One. Please visit the project website at [www.millone.org](http://www.millone.org).



ACA contemplates that the Lofts will feature a mix of one, two and three bedroom rental units. Of the total of 45 units, 15 (i.e., 30% of the total) will be set aside for low and moderate income persons pursuant to the guidelines of the Council on Affordable Housing (COAH). The balance of the units will be available at market rents.

Attached to this application as Exhibit B is a more detailed development and financial analysis of the Lofts, indicating bedroom mix, unit sizes, and projected revenues and costs upon completion and stabilization of the project.

ACA believes that the development of these units will serve important public purposes for the revitalization of the Bromley neighborhood and Hamilton Township. The high percentage of "affordable" units in the project will help address the critical shortage of such housing in the community, and the arts-themed market rate units will meet the housing needs of the local and regional artists and workforce.

As the attached financial projections confirm, the project integrates a 30% set aside of "affordable" units. Given this affordability mix, the project is not financially feasible without a substantial subsidy from the Hamilton Township Affordable Housing Trust Fund.

#### Grant Request

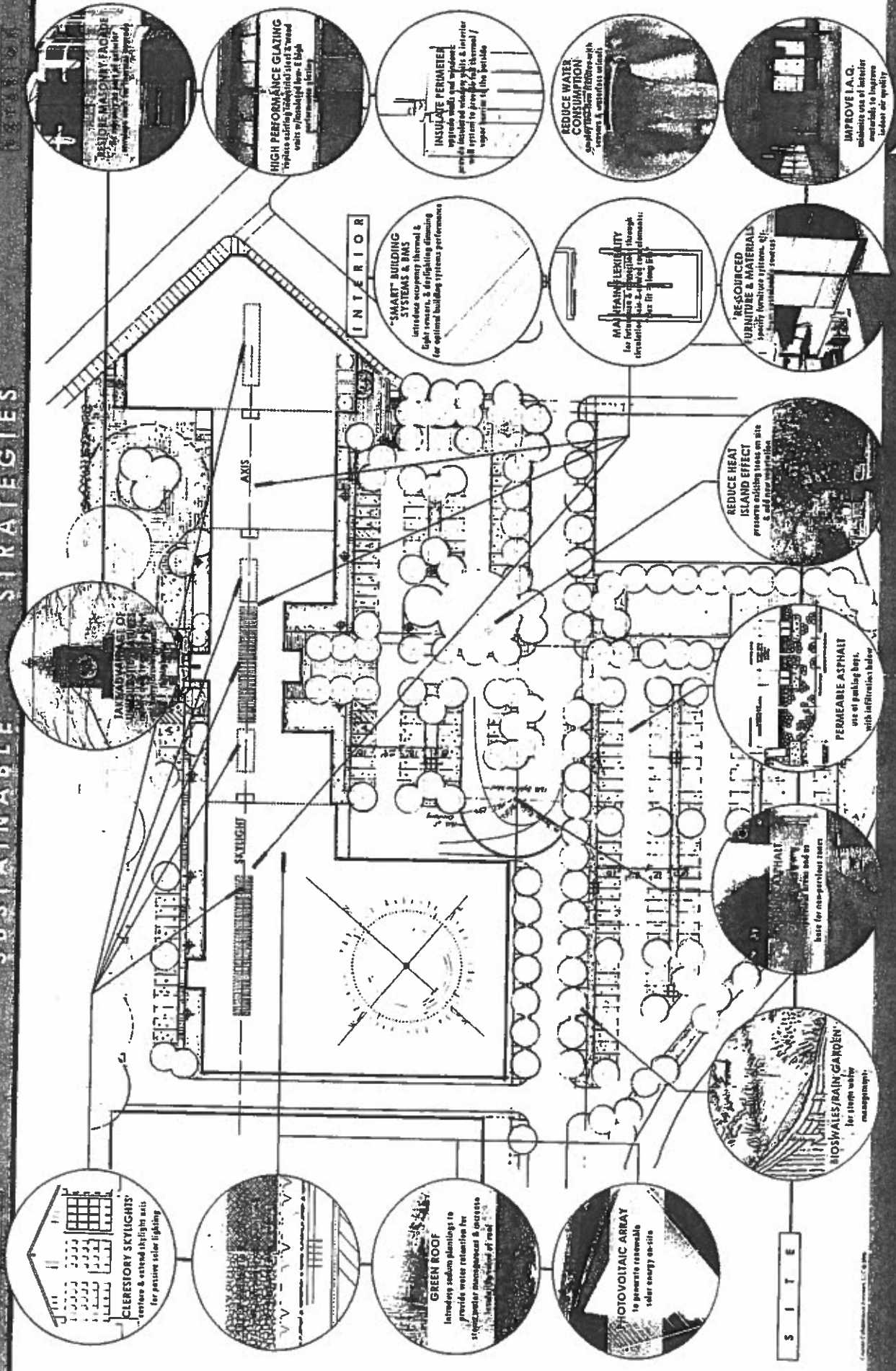
ACA requests a grant of \$874,000 to provide the critical financial incentive to make the project financially feasible. As presently configured, the project's 15 affordable apartments will contain 23 bedrooms. The subsidy requested represents \$35,000 per bedroom, which we believe is consistent with guidelines and funding commitments for similar projects in the recent past.

#### Development Schedule

ACA is committed to moving forward with the Lofts @Mill One expeditiously. Subject to a commitment from the Township on the requested subsidy funds, ACA expects to complete the planning and design of the project during the next 12 months, and to form the development team and secure financing in 2013, with completion estimated for late 2014 or early 2015.



# SUSTAINABLE STRATEGIES



**CLERESTORY SKYLIGHTS**  
for passive solar lighting

**PERMEABLE ASPHALT**  
use of parking lots with infiltration basins

**BIOVALES/RAIN GARDEN**  
for storm water management

**PHOTOVOLTAIC ARRAY**  
to generate renewable solar energy on-site

**GREEN ROOF**  
introduces softem plants to provide water retention for street-water management & decrease stormwater runoff

**TAKE ADVANTAGE OF DIRECTIONAL WINDS**  
to reduce heating & cooling loads

**REDUCE HEAT ISLAND EFFECT**  
preserve existing trees on site & add new vegetation

**PERMEABLE ASPHALT**  
use of parking lots with infiltration basins

**BIOMIMICRY**  
for interior design & material selection

**RECYCLED FURNITURE & MATERIALS**  
Specify furniture systems, Q1, Q2, Q3, Q4, Q5, Q6, Q7, Q8, Q9, Q10, Q11, Q12, Q13, Q14, Q15, Q16, Q17, Q18, Q19, Q20

**RESIDUAL FACADE**  
Use of high-performance glazing to reduce energy loads

**HIGH PERFORMANCE GLAZING**  
Replace existing "leaky" glazing with high-performance glazing

**INSULATE PERIMETER**  
Upgrade walls, and perimeter insulation system to provide thermal / vapor barrier of the building

**REDUCE WATER CONSUMPTION**  
Specify low-flow fixtures with aerators & waterless urinals

**IMPROVE I.A.Q.**  
minimize use of interior materials to improve indoor air quality

## INTERIOR

**"SMART" BUILDING SYSTEMS & BAS**  
Introduce occupancy thermal & light sensors, & daylight dimming for optimal building systems performance

**MAXIMIZE FLEXIBILITY**  
for interior use & adaptability through innovative use of long life materials

**RECYCLED FURNITURE & MATERIALS**  
Specify furniture systems, Q1, Q2, Q3, Q4, Q5, Q6, Q7, Q8, Q9, Q10, Q11, Q12, Q13, Q14, Q15, Q16, Q17, Q18, Q19, Q20

# JOHNSTON AVENUE REDEVELOPMENT

BARRY J. SUTHERLAND, P.E.  
 41 FRONT ST. NORTH, FARMINGTON, CT 06030  
 PHONE: 860/638-4321

DATE	DESCRIPTION
08/11/2011	ISSUED FOR PERMIT
08/11/2011	REVISED PER CITY ENGINEER COMMENTS
08/11/2011	REVISED PER CITY ENGINEER COMMENTS
08/11/2011	REVISED PER CITY ENGINEER COMMENTS
08/11/2011	REVISED PER CITY ENGINEER COMMENTS

\*EXISTING UTILITIES OR CONDUITS SHOWN ON THIS PLAN ARE TO REMAIN UNLESS INDICATED OTHERWISE. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE LOCATION AND DEPTH OF ALL UTILITIES AND CONDUITS. THE LOCATION OF UTILITIES AND CONDUITS IS NOT GUARANTEED FOR CONSTRUCTION.  
 \*THIS PLAN IS NOT VALID UNLESS A GRADING PLAN IS SUBMITTED WITHIN THE PERMITTED TIME FRAME.  
 \*THIS PLAN IS NOT VALID UNLESS A GRADED SURVEY IS ATTACHED HERETO.

PROJECT SITE IS PART OF THE HAMILTON RENOVATION AND REDEVELOPMENT PLAN - A SUSTAINABLE VILLAGE.  
 PREPARED BY: BARRETT CONSULTANTS, INC. 100 STATE ST., SUITE 100, BOSTON, MA 02109  
 DATE: 08/11/2011

REDEVELOPMENT PROJECT: ONE JOHNSTON AVENUE  
 ADDRESS: ONE JOHNSTON AVENUE  
 CITY: BOSTON, MA 02114  
 COUNTY: SUFFOLK COUNTY, MASSACHUSETTS

CLIENT: ONE JOHNSTON AVENUE REDEVELOPMENT  
 ARCHITECT: ONE JOHNSTON AVENUE REDEVELOPMENT ARCHITECTS, LLC  
 ADDRESS: 1111 SOUTH STREET, SUITE 200, BOSTON, MA 02111  
 PHONE: 617/552-1111

CITY: BOSTON  
 ZONING: M-2.5  
 PROJECT NO: 111111  
 SHEET NO: 111111

DATE: 08/11/2011  
 DRAWN BY: J. SUTHERLAND  
 CHECKED BY: J. SUTHERLAND

**CTRC Engineers Inc.**  
 51 E. WILLOW STREET  
 SUITE 200  
 BOSTON, MA 02111  
 PHONE: 617/552-1111  
 FAX: 617/552-1112

ONE JOHNSTON AVENUE  
 REDEVELOPMENT  
 1111 SOUTH STREET, SUITE 200  
 BOSTON, MA 02111

SITE PLAN  
 SHEET NO. 111111  
 DATE: 08/11/2011  
 PROJECT NO: 111111  
 SCALE: AS SHOWN

ZONING SCHEME

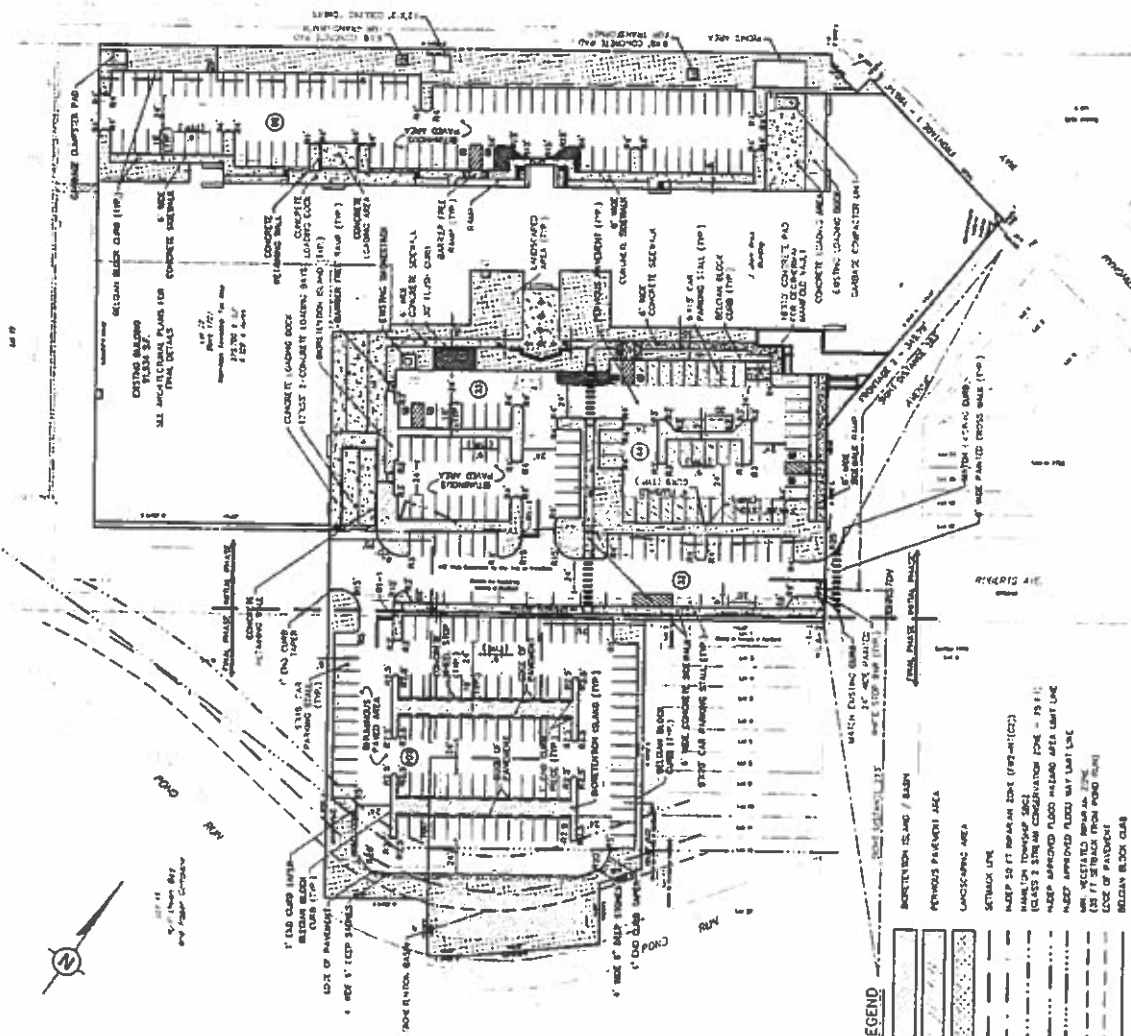
EXISTING OR PROPOSED ZONING	SEE NOTE #	MANUFACTURING / OFFICE	RECOMMENDED ZONING	COMMENTS
M-2.5	1	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	2	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	3	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	4	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	5	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	6	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	7	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	8	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	9	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	10	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	11	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	12	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	13	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	14	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	15	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	16	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	17	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	18	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	19	MANUFACTURING / OFFICE	M-2.5	CONFORMS
M-2.5	20	MANUFACTURING / OFFICE	M-2.5	CONFORMS

ZONING NOTES

1. ALL AREAS SHOWN AS M-2.5 CONFORM WITH THE CITY ZONING ORDINANCES.  
 2. ALL AREAS SHOWN AS M-2.5 CONFORM WITH THE CITY ZONING ORDINANCES.  
 3. ALL AREAS SHOWN AS M-2.5 CONFORM WITH THE CITY ZONING ORDINANCES.  
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 15. ALL AREAS SHOWN AS M-2.5 CONFORM WITH THE CITY ZONING ORDINANCES.  
 16. ALL AREAS SHOWN AS M-2.5 CONFORM WITH THE CITY ZONING ORDINANCES.  
 17. ALL AREAS SHOWN AS M-2.5 CONFORM WITH THE CITY ZONING ORDINANCES.  
 18. ALL AREAS SHOWN AS M-2.5 CONFORM WITH THE CITY ZONING ORDINANCES.  
 19. ALL AREAS SHOWN AS M-2.5 CONFORM WITH THE CITY ZONING ORDINANCES.  
 20. ALL AREAS SHOWN AS M-2.5 CONFORM WITH THE CITY ZONING ORDINANCES.

LOADING ANALYSIS

USE	AREA	DENSITY	SPACE PER 100,000 SF	SPACE	SPACE PER 100,000 SF
ARTS & CULTURE	10,000 SF	3 SPACES PER 100,000 SF	3	30,000 SF	3
RETAIL	10,000 SF	1 SPACE PER 100,000 SF	1	10,000 SF	1
OFFICE	10,000 SF	1 SPACE PER 100,000 SF	1	10,000 SF	1
TOTAL	30,000 SF			50,000 SF	



**LEGEND**  
 PORTLAND CEMENT CONCRETE  
 REINFORCED CONCRETE  
 GROUT  
 BRICK  
 METAL DECKING  
 ASPHALT  
 GRAVEL  
 SAND  
 SOIL

**SURVEY NOTE**  
 1. BOUNDARY AND ELEVATION DATA DERIVED FROM THE CITY ENGINEERING DEPARTMENT SURVEY OF 1985.  
 2. EXISTING UTILITIES AND CONDUITS SHOWN ON THIS PLAN ARE TO REMAIN UNLESS INDICATED OTHERWISE.  
 3. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE LOCATION AND DEPTH OF ALL UTILITIES AND CONDUITS.  
 4. THE LOCATION OF UTILITIES AND CONDUITS IS NOT GUARANTEED FOR CONSTRUCTION.  
 5. THIS PLAN IS NOT VALID UNLESS A GRADING PLAN IS SUBMITTED WITHIN THE PERMITTED TIME FRAME.  
 6. THIS PLAN IS NOT VALID UNLESS A GRADED SURVEY IS ATTACHED HERETO.

AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING  
TRUST FUND MONIES

THIS AGREEMENT made as of this 11 day of July, 2012 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 (“Township”), and Archipelago Condominium Association, Inc., a non-profit corporation of the State of New Jersey, having offices at 1800 East State Street, Suite 220, Hamilton, New Jersey 08609 (“ACA”).

WITNESSETH:

WHEREAS, the Township petitioned the New Jersey Council on Affordable Housing (“COAH”) for substantive certification of the Township’s Housing Element and Fair Share Plan on December 16, 2008; and

WHEREAS, the Township’s Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 *et seq.*) and COAH’s Third Round Substantive Rules (N.J.A.C. 5:94-1 *et seq.*); and

WHEREAS, the Township endorsed an Amended Spending Plan on June 6, 2012 which proposes the \$870,000.00 allocation of monies (“Monies”) from the Township’s Affordable Housing Trust Fund to ACA, as described herein; and

WHEREAS, the Township submitted the Amended Spending Plan to COAH on June 12, 2012 for its review and approval; and

WHEREAS, ACA, a partnership between Isles, Inc. and Hana Properties, proposes to develop forty-five (45) residential units on property located at One North Johnston Avenue in Hamilton Township which is referred to as “The Lofts @ Mill One” (“Project”), with fifteen (15) of said units (“Units”) to be set aside for low and moderate income housing pursuant to COAH guidelines; and

WHEREAS, ACA has requested a grant from the Township’s Affordable Housing Trust Fund in order to provide the critical financial incentive to make the Project financially feasible;

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

- I. ACA agrees to use the Monies to develop fifteen (15) low and moderate income non age-restricted rental housing units pursuant to COAH guidelines, representing a portion of the forty-five (45) total residential units included as part of the Project.

- II. The properties listed in Section I above shall be subject to thirty (30) year affordability controls in the form of deed restrictions which shall be prepared and filed with Mercer County by ACA. Prior to filing ACA shall provide draft copies of the deed restrictions to the Township for review and approval.
  
- III. ACA shall provide to the Township written progress reports every four (4) months, beginning as of the date of this Agreement, until closing. The progress reports shall provide an overview of where ACA is in the planning, permitting, financing and construction process of the units and shall include, but not be limited to, the following:
  - A. Planning, permitting, financing and construction schedule, if available;
  - B. Notification of when permit applications are submitted to the Township for review;
  - C. Notification of when permits are issued and for what purpose (i.e. building, electrical);
  - D. Construction start date;
  - E. Notification of when Certificates of Occupancy are issued;
  - F. Major milestones;
  - G. Project setbacks;
  - H. Notification as to whether the Project is ahead of, behind, or on schedule.
  
- IV. The allocation of the Monies by the Township to ACA shall be subject to ACA's compliance with the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1 et seq.), including but not limited to income distribution and affirmative marketing, unless otherwise specified.
  
- V. The Township agrees to allocate Monies from the Township's Affordable Housing Trust Fund, in the amount of \$870,000.00, to ACA for the purpose of developing a portion of the Project for use as low and moderate income housing pursuant to COAH guidelines. The allocation of the Monies shall be subject to the following allocation schedule:
  - A. Ten percent (10%) at the time of approval of the 2012 Spending Plan expenditure by the Council on Affordable Housing;

- B. Ten percent (10%) at submission of building permits for first five (5) affordable units – \$87,000.00
- C. Ten percent (10%) at submission of building permits for next five (5) affordable units – \$87,000.00
- D. Ten percent (10%) at submission of building permits for last five (5) affordable units – \$87,000.00
- E. Ten percent (10%) at building permit issuance for first five (5) affordable units – \$87,000.00
- F. Ten percent (10%) at building permit issuance for next five (5) affordable units – \$87,000.00
- G. Ten percent (10%) at building permit issuance for last five (5) affordable units – \$87,000.00
- H. Ten percent (10%) at certificate of occupancy for first five (5) affordable units – \$87,000.00
- I. Ten percent (10%) at certificate of occupancy for next five (5) affordable units – \$87,000.00
- J. Ten percent (10%) at certificate of occupancy for last five (5) affordable units – \$87,000.00

VI. The disbursement of the Monies by the Township to ACA shall only be made if the Township is convinced of the credit-worthiness of the fifteen (15) affordable units in the project and the funds are available in in the Township's Affordable Housing Trust Fund (i.e. trust fund monies have not been seized or forfeited by the State).

VII. Monies provided shall be returned to the Township should ACA fail to obtain a certificate of occupancy for the units, should the units fail to comply with Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1 et seq.), unless otherwise specified herein, or should any section of this Agreement not be met.

VIII. Miscellaneous

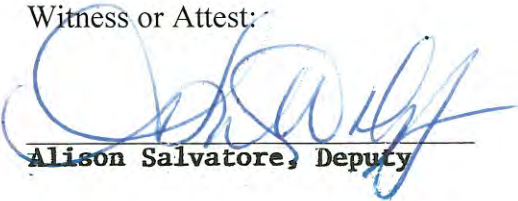
- A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses

or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

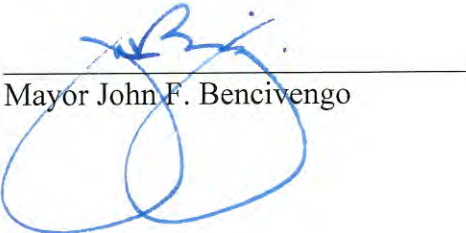
- B. Successors Bound. The Agreement shall be binding upon the respective Parties hereto and their successors and assigns.
- C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
- D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
- F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as ACA and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the parties hereto have executed and delivered this Agreement.

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

Witness or Attest:

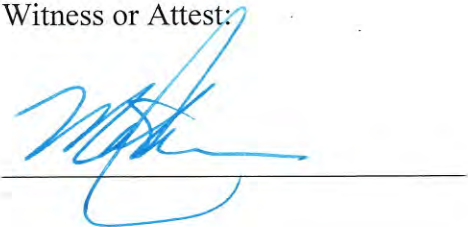
  
Alison Salvatore, Deputy

TOWNSHIP OF HAMILTON

  
Mayor John F. Bencivengo

Date: 7-16-2012

Witness or Attest:



ARCHIPELAGO CONDOMINIUM ASSOCIATION, INC.



(Print Name and Title)

Date: 7.11.12

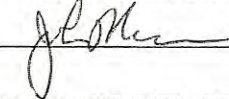
**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

**RESOLUTION** No. 12,230

APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_  
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

  
\_\_\_\_\_  
TITLE

**RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO ARCHIPELAGO CONDOMINIUM ASSOCIATION (ACA) TO SUPPORT THE CONSTRUCTION OF FIFTEEN (15) AFFORDABLE HOUSING APARTMENTS AS PART OF "THE LOFTS @ MILL ONE RESIDENTIAL DEVELOPMENT" REDEVELOPMENT PROJECT, SUBJECT TO COAH APPROVAL (\$870,000.00)**

*Whereas* Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

*Whereas* the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1 et seq.); and

*Whereas* Archipelago Condominium Association (ACA), a partnership between Isles, Inc. and Hana Properties, proposes to develop forty-five (45) residential units on property located at One North Johnston Avenue in Hamilton Township which is referred to as "Mill One", with fifteen (15) of said units to be set aside for low and moderate income housing pursuant to the guidelines of the Council on Affordable Housing (COAH); and

*Whereas* ACA has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to provide the critical financial incentive to make the project financially feasible; and


*Whereas* Mayor John F. Bencivengo and the Council of Hamilton wish to allocate \$870,000.00 from the Township's Affordable Housing Trust Fund to ACA for the purpose of subsidizing the costs of the proposed affordable housing units to be developed at The Lofts @ Mill One; and

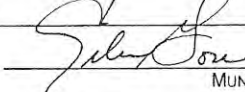
*Whereas* this allocation is subject to COAH approval of the creditworthiness of the units in The Lofts @ Mill One development and the expenditure of funds for same; and

*Whereas* this allocation is also subject to execution of an Agreement between ACA and Hamilton Township; and

*Whereas* it is in the best interest of the citizens of the Township to proceed with this commitment to Archipelago Condominium Association (ACA);

*Now, Therefore, Be It Resolved* by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that subject to COAH's express approval, the proper municipal officials be and hereby are authorized to allocate \$870,000.00 from the Township's Affordable Housing Trust Fund to Archipelago Condominium Association in order to develop fifteen (15) affordable housing units at The Lofts @ Mill One.

ADOPTED BY COUNCIL ON \_\_\_\_\_  
  
PRESIDENT

June 6, 2012  
DATE  
\_\_\_\_\_  
  
MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
DAVID J. KENNY	✓				✓	
KELLY YAEDE	✓					✓
DENNIS A. PONE	✓					
EDWARD R. GORE	✓					
KEVIN J. MEARA	✓					

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

32  
12,230



AMENDMENT #1  
TO  
AGREEMENT FOR THE COMMITMENT OF  
AFFORDABLE HOUSING TRUST FUND MONIES

THIS AMENDMENT #1 made this 11<sup>th</sup> day of ~~May~~ <sup>June</sup>, 2013 to the AGREEMENT made as of the 11<sup>th</sup> day of July, 2012 (the "Agreement") by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Archipelago Condominium Association, Inc., a non-profit corporation of the State of New Jersey, having offices at 1800 East State Street, Suite 220, Hamilton, New Jersey 08609 ("ACA").

WITNESSETH:

WHEREAS, ACA, a joint venture between Isles, Inc. and Hana Properties, proposes to develop forty-five (45) residential units on property located at One North Johnston Avenue in Hamilton Township which is referred to as "The Lofts @ Mill One" ("Project"), with fifteen (15) of said units ("Units") to be set aside for low and moderate income housing pursuant to COAH guidelines; and

WHEREAS, the Township has agreed to allocate monies from the Township's Affordable Housing Trust Fund, in the amount of \$870,000.00 ("Monies"), to ACA for the purpose of developing a portion of the Project for use as low and moderate income housing pursuant to COAH guidelines; and

WHEREAS, the Township wishes to allocate an additional \$530,000 {"Additional Monies"} from the Township's Affordable Housing Trust Fund for such purpose,

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

- I. ACA agrees to use the Additional Monies to support the development of fifteen (15) low and moderate income non age-restricted rental housing units pursuant to COAH guidelines, representing a portion of the forty-five (45) total residential units included as part of the Project, as set forth in the Agreement, subject to the same terms and conditions for the use of the Additional Monies as are applicable to the Monies..
- II. Subject to obtaining approval from COAH to extend the 4 year statutory time limit for "in lieu of construction" funds to accommodate ACA's schedule, the Township agrees to allocate the Additional Monies from the Township's Affordable Housing Trust Fund, in the amount of \$530,000.00, to ACA for the purpose of developing a portion of the Project for use as low and moderate income housing pursuant to COAH guidelines, as set forth in, and subject to

the terms of, the Agreement, including the percentage allocation schedule therein.

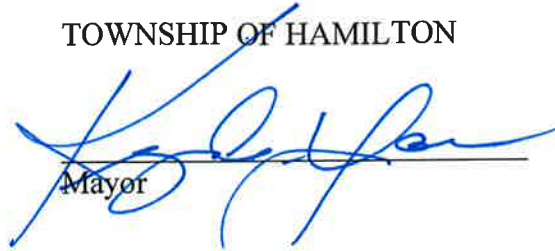
- III. The disbursement of the Monies by the Township to ACA shall only be made if the Township is convinced of the credit-worthiness of the fifteen (15) affordable units in the project and the funds are available in in the Township's Affordable Housing Trust Fund (i.e. trust fund monies have not been seized or forfeited by the State).
- IV. The Township agrees to allocate Monies from the Township's Affordable Housing Trust Fund to ACA provided ACA applies for construction funding for entire 45 residential units within the next 12 months of the execution of this Amendment #1. Said allocation of funding allocation shall be subject to the allocation schedule in Section V. of the Agreement dated 7/11 2012
- V. Miscellaneous.
  - A. Counterparts. This Amendment #1 may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Amendment #1.
  - B. Entire Agreement. The Agreement together with this Amendment #1 constitute the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.
  - C. Original Agreement. Except as specifically amended hereby, the original terms and conditions of the Agreement remain in full force and effect.
  - D. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the parties hereto have executed and delivered this Amendment #1.

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

Witness or Attest:

  
\_\_\_\_\_

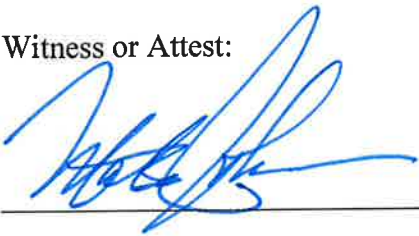
TOWNSHIP OF HAMILTON

  
\_\_\_\_\_

Mayor

Date: 6-18-2013

Witness or Attest:

  
\_\_\_\_\_

ARCHIPELAGO CONDOMINIUM  
ASSOCIATION, INC.

Martin Johnson CEO Isles, Inc.

(Print Name and Title)

Date: 6.11.2013



**BOARD OF TRUSTEES**

April 30, 2018

Michele Minter  
*Board Chair*

Linda Revelle  
*Vice Chair*

Rachel Cogsville-Lattimer

Christopher Cramer

Stuart Essig

Kathleen Fitzpatrick

Ian Goldstein

Steven Goodell

Gary Gray

Sean Jackson

Jacquelyn León

Karen McGuinness

Willard Stanback

Ronald Stark

Thomas Sullivan

Clarice H. Taylor

Calvin Thomas

Rolando Torres

Matthew Wasserman

Melanie Willoughby

Martin Johnson, CEO  
*ex-officio*

Robert C. Poppert, PP, AICP  
Township Planner, Division of Planning  
Municipal Housing Liaison  
Department of Community Planning and Compliance  
2090 Greenwood Avenue  
Hamilton, NJ 08650

Re: 1 N Johnston Ave

Dear Rob,

This letter shall confirm our conversation regarding the above referenced project.

It is our intention to submit an application for approval to improve the B building at the site for residential use. Upon receipt of approval from the town we will endeavor to construct the residential units, including affordable units.

We anticipate the project to be completed within the next three years.

Sincerely,

David Schrayner,  
Director of Properties and Capital projects  
Isles, Inc.

*Isles, Inc.*  
10 Wood Street  
Trenton, NJ 08618  
tel: 609-341-4700  
fax: 609-393-9513  
www.isles.org

**APPLICATION TO HAMILTON TOWNSHIP FOR AFFORDABLE  
HOUSING TRUST FUND ASSISTANCE**

**IN CONNECTION WITH THE DEVELOPMENT OF THE LOFTS@  
MILL ONE**

**BOARD OF TRUSTEES**

**May 10, 2012**

Steven P. Goodell  
*Board Chair*

April Aaronson  
*Vice Chair*

Ann Marie Senior  
*Vice Chair*

Liz Erickson  
*Secretary*

Manish H. Shah  
*Treasurer*

Edward J. Butler

Tom Byrne

Zane Dion Clark, Sr.

Barbara Coe

Michael Dundas

Robert H. Harris

Rev. Karen Hernandez

Jacque P. Howard

Michele Minter

Oye Olukotun

Allen I. Rowe

Sa Mut A. Scott

Martin Johnson, *ex officio*

*Background*

This application is submitted by Archipelago Condominium Association (“ACA”), a partnership between Isles, Inc. and Hana Properties. ACA owns 51,000 sq ft section of a 240,000 square foot structure that it plans to convert to mixed income residential use. The property is located in the Bromley section at One North Johnston Avenue in Hamilton Township. Referred to as Mill One, the total property is 5.6 acres, bounded by the NJ Transit right of way to the west; Pond Run to the South; North Johnston Avenue to the East; and Nottingham way to the North.

The 110-year old facility was once home to former Atlantic Products textile mill and has been designated as a Redevelopment Area by the Township. Mill One is the subject of a Redevelopment Plan prepared by Cofone Consulting Group, adopted by Hamilton Township in 2009.

The Redevelopment Plan is designed to encourage the adaptive reuse of the property in ways that are consistent with the surrounding neighborhood context, but that also take advantage of its location within the proposed Arts and Cultural Overlay Zone District, currently anchored by the Grounds for Sculpture, the Hamilton Train Station, and the East State Street Corridor.

The broad objectives of the redevelopment plan include the creation of sustainable commercial and residential uses featuring studio spaces for local artists, offices and retail uses, and multi-family residential apartments which will attract a diverse mix of individuals and families.

*The Lofts@ Mill One and the Need for Subsidy*

ACA proposes to develop 45 residential units at the site as part of the overall redevelopment effort. Attached to this application as Exhibit A is a site plan for Mill One indicating the location of the residential units as The Lofts@ Mill One. Please visit the project website at [www.millone.org](http://www.millone.org).



ACA contemplates that the Lofts will feature a mix of one, two and three bedroom rental units. Of the total of 45 units, 15 (i.e., 30% of the total) will be set aside for low and moderate income persons pursuant to the guidelines of the Council on Affordable Housing (COAH). The balance of the units will be available at market rents.

Attached to this application as Exhibit B is a more detailed development and financial analysis of the Lofts, indicating bedroom mix, unit sizes, and projected revenues and costs upon completion and stabilization of the project.

ACA believes that the development of these units will serve important public purposes for the revitalization of the Bromley neighborhood and Hamilton Township. The high percentage of “affordable” units in the project will help address the critical shortage of such housing in the community, and the arts-themed market rate units will meet the housing needs of the local and regional artists and workforce.

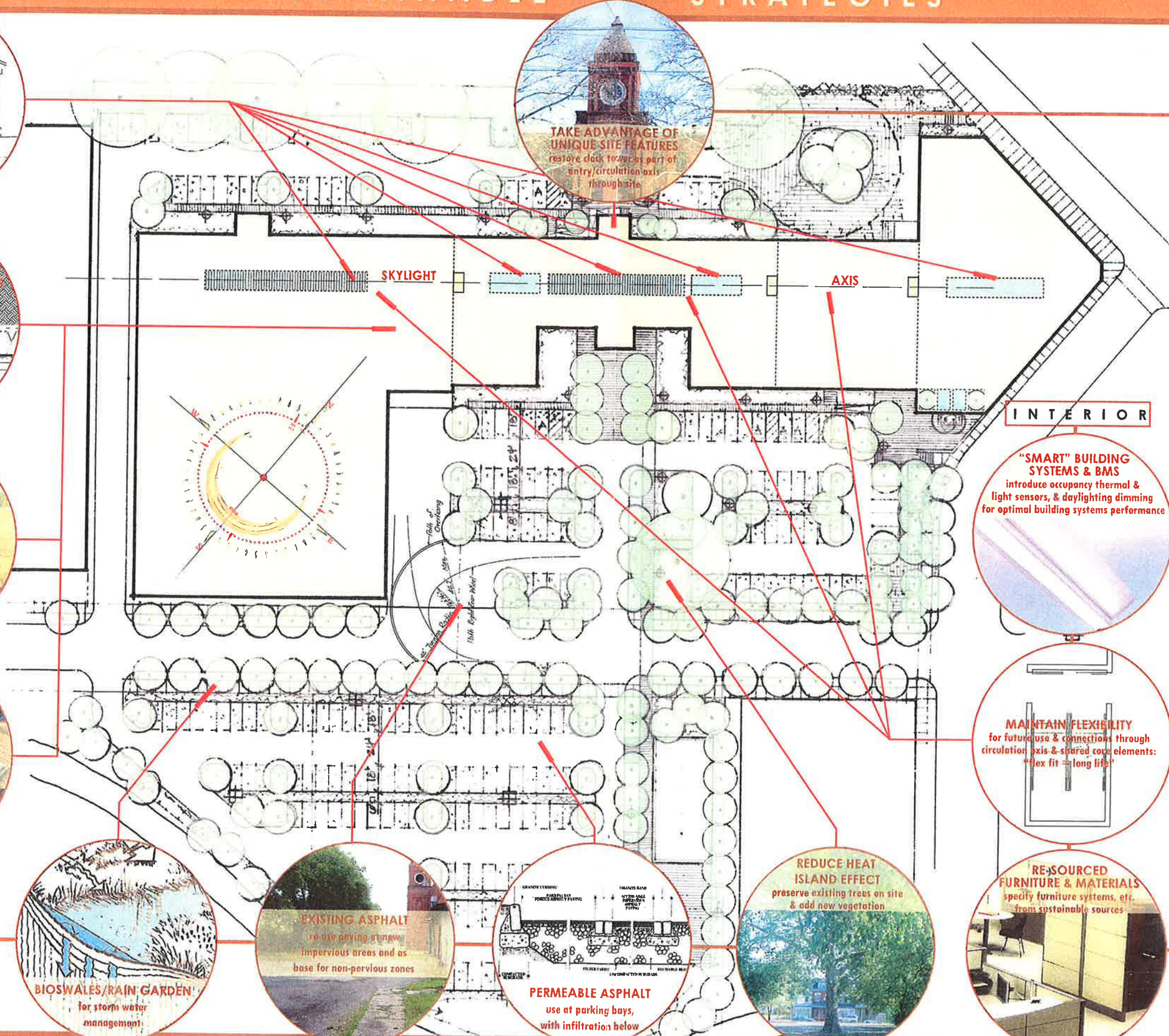
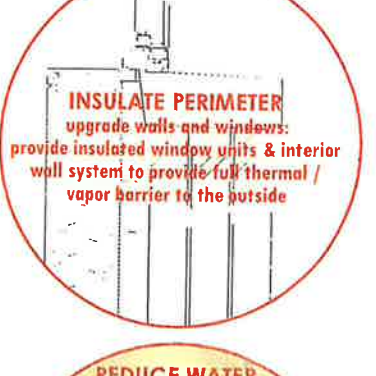
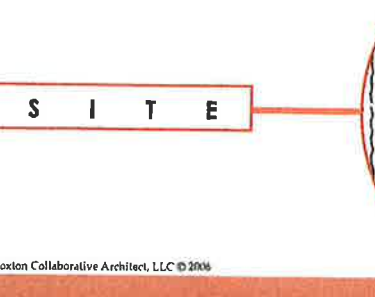
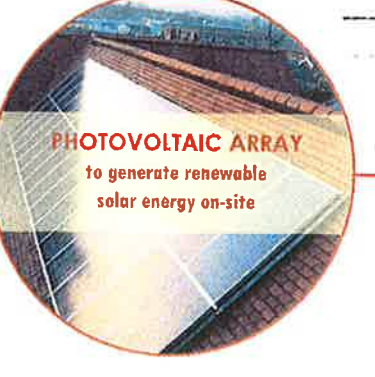
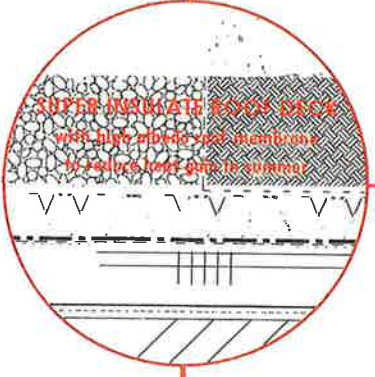
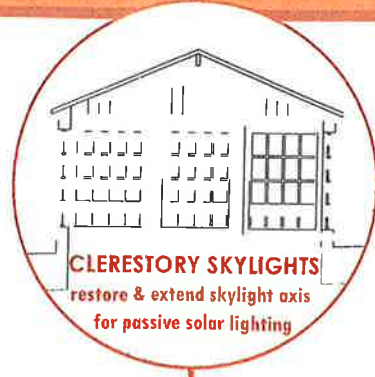
As the attached financial projections confirm, the project integrates a 30% set aside of “affordable” units. Given this affordability mix, the project is not financially feasible without a substantial subsidy from the Hamilton Township Affordable Housing Trust Fund.

#### Grant Request

ACA requests a grant of \$874,000 to provide the critical financial incentive to make the project financially feasible. As presently configured, the project’s 15 affordable apartments will contain 23 bedrooms. The subsidy requested represents \$35,000 per bedroom, which we believe is consistent with guidelines and funding commitments for similar projects in the recent past.

#### Development Schedule

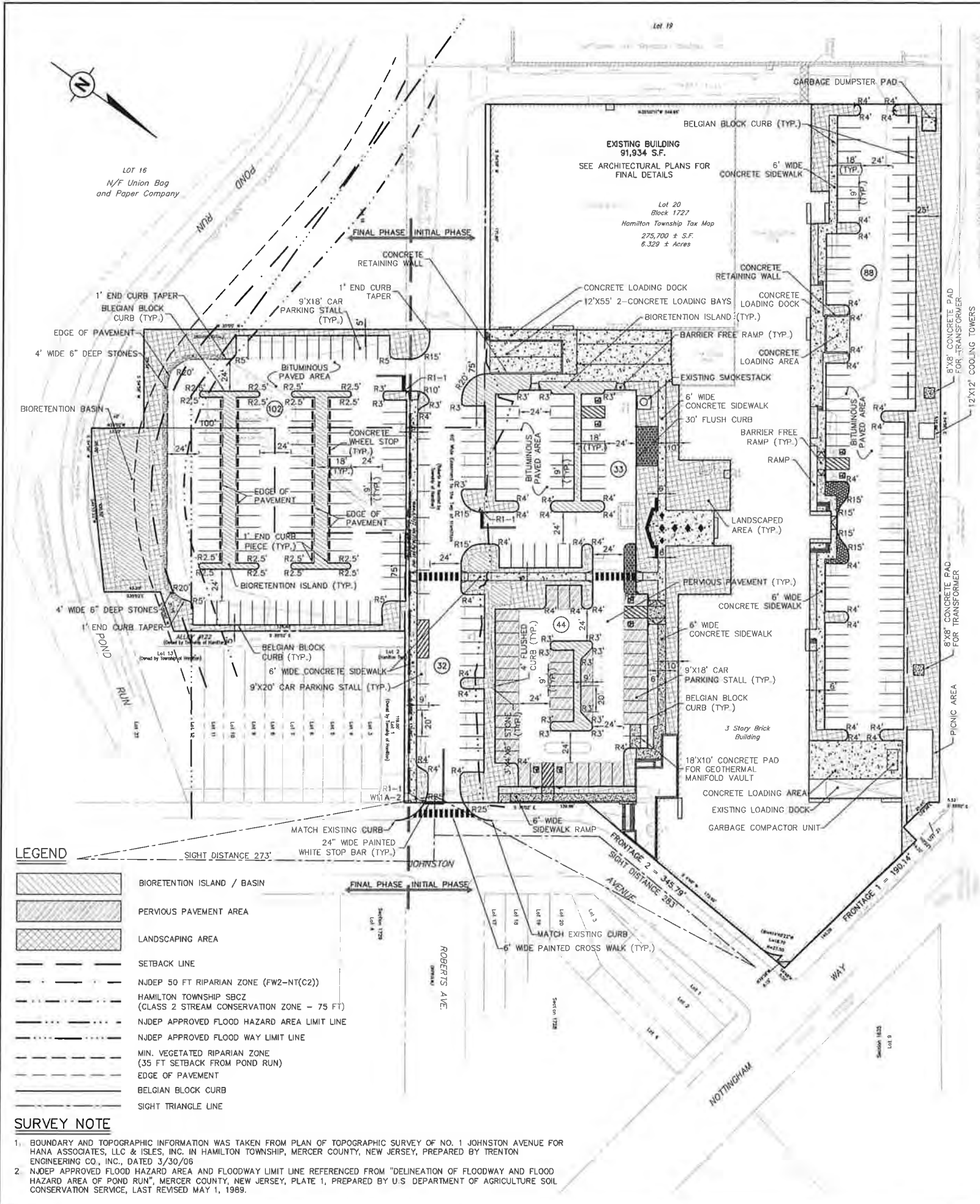
ACA is committed to moving forward with the Lofts @Mill One expeditiously. Subject to a commitment from the Township on the requested subsidy funds, ACA expects to complete the planning and design of the project during the next 12 months, and to form the development team and secure financing in 2013, with completion estimated for late 2014 or early 2015.



S I T E

INTERIOR





**ZONING SCHEDULE**

ZONE INDUSTRIAL	PERMITTED OR REQUIRED	EXISTING CONDITIONS	PROPOSED IMPROVEMENTS	CONFORMITY STATUS
USE	SEE NOTE #1	WAREHOUSE / MANUFACTURING / OFFICE	SEE NOTE #1	CONFORMS
MINIMUM LOT AREA	6 ACRES	6.33 ACRES	6.33 ACRES	CONFORMS
MINIMUM FRONTAGE	190 FT	345.79 FT / 190.14 FT	345.79 FT / 190.14 FT	CONFORMS
MINIMUM LOT WIDTH	190 FT	190.14 FT	190.14 FT	CONFORMS
MINIMUM SETBACK FROM EACH STREET	0 FT	0 FT	0 FT	CONFORMS
MINIMUM FRONT YARD	0 FT	0 FT	0 FT	CONFORMS
MINIMUM SIDE YARD	25 FT	25 FT	25 FT	CONFORMS
MINIMUM REAR YARD	0 FT	0 FT	0 FT	CONFORMS
MAXIMUM BUILDING HEIGHT	62 FT	62 FT	62 FT	CONFORMS
MAXIMUM IMPERVIOUS COVERAGE	.85%	.60%	.82%	CONFORMS
MAXIMUM F.A.R.	.90	.88	.88	CONFORMS
PARKING SETBACK	5 FT	12 FT	5 FT	CONFORMS
LOADING BERTHS	4 *2		4 *2	CONFORMS

**ZONING NOTES**

PROJECT SITE IS PART OF THE HAMILTON TOWNSHIP REDEVELOPMENT PLAN AREA.  
 #1 INFORMATION WAS OBTAINED FROM "THE MILL ONE REDEVELOPMENT PLAN - A SUSTAINABLE VILLAGE", PREPARED BY COFONE CONSULTING GROUP, LLC., DATED NOVEMBER 12, 2009.

BUILDING USE	PERMITTED	PROPOSED
ARTS & CULTURE	MIN. 10,000 S.F.	50,600 S.F.
VOCATIONAL/PUBLIC INTEREST	MIN. 21,000 S.F.	21,114 S.F.
MIXED COMMERCIAL	NO LIMIT EXCEPT RETAIL USES NOT ASSOCIATED WITH AND DIRECTLY RELATED TO, ANOTHER USE WITHIN STRUCTURE SHALL BE LIMITED TO 10,000 S.F.	93,481 S.F.
MULTI-FAMILY RESIDENTIAL/LIVE-WORK	MAX. 55,000 S.F.	50,557 S.F.
TOTAL BUILDING AREA	215,752± S.F.	215,752± S.F.

#2 LOADING REQUIREMENTS:  
 REQUIRED:  
 a. INITIAL - LOADING SPACE REQUIRED = 5 (SEE LOADING ANALYSIS)  
 b. FINAL - LOADING SPACE REQUIRED = 4 (SEE LOADING ANALYSIS)  
 PROPOSED:  
 a. INITIAL - LOADING SPACE PROPOSED = 5 (EXISTING CONDITION)  
 b. FINAL - LOADING SPACE PROPOSED = 4

**LOADING ANALYSIS**

INITIAL	BUILDING USE	AREA	REQUIREMENT	MIN. REQ'D SPACE
INITIAL	ARTS & CULTURE, MIXED COMMERCIAL	194,638 S.F.	4 SPACES PER 160,000 S.F. TO 240,000 S.F.	4
	VOCATIONAL/PUBLIC INTEREST, MULTI-FAMILY	21,114 S.F.	1 SPACE PER 100,000 S.F.	1
TOTAL		215,752 S.F.	-	5

FINAL	BUILDING USE	AREA	REQUIREMENT	MIN. REQ'D SPACE
FINAL	ARTS & CULTURE, MIXED COMMERCIAL	144,081 S.F.	3 SPACES PER 100,000 S.F. TO 160,000 S.F.	3
	VOCATIONAL/PUBLIC INTEREST, MULTI-FAMILY, RESIDENTIAL/LIVE-WORK	71,671 S.F.	1 SPACE PER 100,000 S.F.	1
TOTAL		215,752 S.F.	-	4

BARRY J. SUTHERLAND, P.E.  
 NJ PROFESSIONAL ENGINEER Lic. No. 29135

NO.	REVISION	DATE

EXISTING UTILITY INFORMATION SHOWN ON THESE PLANS IS FURNISHED BY THE UTILITY COMPANIES AND/OR THE SURVEYOR AND THE ACCURACY THEREOF IS NOT THE RESPONSIBILITY OF TRC ENGINEERS, INC. IT IS THE RESPONSIBILITY OF THE OWNERS AND/OR CONTRACTOR TO CALL 1-800-272-1000 FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.  
 THIS PLAN IS NOT FOR CONSTRUCTION PURPOSES.  
 THIS PLAN IS ISSUED FOR REGULATORY REVIEW PURPOSES ONLY.  
 THIS PLAN IS NOT VALID UNLESS A RAISED SEAL IS AFFIXED HERETO.



I HAVE REVIEWED THIS PLAN (OR PLAT) AND CERTIFY THAT IT MEETS ALL CODES AND ORDINANCES UNDER MY JURISDICTION.

TOWNSHIP ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

TOWNSHIP PLANNER \_\_\_\_\_ DATE \_\_\_\_\_

Surveyor: TRENTON ENGINEERING CO. INC.  
 2193 SPRUCE STREET  
 TRENTON, NEW JERSEY 08638  
 PHONE NO. (609) 882-0616  
 FAX NO. (609) 882-6004

Owner / Applicant: ARCHIPELAGO CONDOMINIUM ASSOCIATION, INC.  
 340 SCOTCH ROAD, SUITE 1  
 EWING, NEW JERSEY 08628

**TRC Engineers Inc.**  
 57 E. WILLOW STREET  
 MILLBURN, NEW JERSEY 07041  
 PHONE NO. (973) 564-6006  
 FAX NO. (973) 564-6131  
 Certificate of Authorization #24GA28047100

**ONE JOHNSTON AVENUE REDEVELOPMENT**  
 BLOCK 1727, LOTS 20 01 THRU 20 07  
 HAMILTON TOWNSHIP,  
 MERCER COUNTY, NEW JERSEY

TITLE: **SITE PLAN**

Project No.: 160377 Scale: 1" = 40'

Drawn By: MKC Date: 2009 / 12 / 31

Checked By: BJS Drawing No.: C-100

Copyright © 2009 **015101**

- LEGEND**
- BIORETENTION ISLAND / BASIN
  - PERVIOUS PAVEMENT AREA
  - LANDSCAPING AREA
  - SETBACK LINE
  - NJDEP 50 FT RIPARIAN ZONE (FW2-N(C2))
  - HAMILTON TOWNSHIP SBCZ (CLASS 2 STREAM CONSERVATION ZONE - 75 FT)
  - NJDEP APPROVED FLOOD HAZARD AREA LIMIT LINE
  - NJDEP APPROVED FLOOD WAY LIMIT LINE
  - MIN. VEGETATED RIPARIAN ZONE (35 FT SETBACK FROM POND RUN)
  - EDGE OF PAVEMENT
  - BELGIAN BLOCK CURB
  - SIGHT TRIANGLE LINE

**SURVEY NOTE**

- BOUNDARY AND TOPOGRAPHIC INFORMATION WAS TAKEN FROM PLAN OF TOPOGRAPHIC SURVEY OF NO. 1 JOHNSTON AVENUE FOR HANA ASSOCIATES, LLC & ISLES, INC. IN HAMILTON TOWNSHIP, MERCER COUNTY, NEW JERSEY, PREPARED BY TRENTON ENGINEERING CO., INC., DATED 3/30/06
- NJDEP APPROVED FLOOD HAZARD AREA AND FLOODWAY LIMIT LINE REFERENCED FROM "DELINEATION OF FLOODWAY AND FLOOD HAZARD AREA OF POND RUN", MERCER COUNTY, NEW JERSEY, PLATE 1, PREPARED BY U.S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE, LAST REVISED MAY 1, 1989.



## 34. OPTIONS

See 2004 COAH Compliance Report for evidence of eligibility for credit.

## 35. PROJECT FREEDOM – KUSER ROAD

MILLER PORTER & MULLER, P.C.  
One Palmer Square, Suite 540  
Princeton, New Jersey 08542  
(609) 921-6077  
New Jersey Attorney ID. No. 022261977  
Special Mount Laurel Counsel for Plaintiff

\_\_\_\_\_  
IN THE MATTER OF THE )  
APPLICATION OF THE )  
TOWNSHIP OF HAMILTON, )  
COUNTY OF MERCER )  
)  
)  
)  
)  
)  
)  
\_\_\_\_\_)  
SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: MERCER COUNTY  
DOCKET NO. MER-L-1573-15  
  
Civil Action  
  
CERTIFICATION OF TIMOTHY DOHERTY

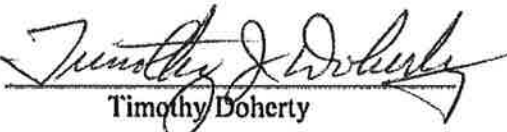
I, Timothy Doherty, hereby certify as follows:

1. I am the Executive Director and Chief Executive Officer of Project Freedom, Inc., which I joined in 1997. I am fully familiar with the facts set forth herein.
2. Project Freedom, Inc. owns and operates a 48-unit development for low- and moderate-income individuals with special needs on Kuser Road in Hamilton Township, Mercer County.
3. The Deed Restriction for the development requires that 12 of the units be for individuals referred from the Division of Developmental Disability. Ten one-bedroom and two two-bedrooms make up these 12 units. All occupants have incomes below 30% of the regional median income.



4. As of December 31, 2017, residents in 46 of the 48 units have incomes below 50% of the regional median income. Twenty-four of those units are currently occupied by individuals with incomes below 30% of the regional median income and pay less than 30% of their income for rent.
5. There are, currently, only two units of families with incomes between 50% and 60% of the regional median income.

The foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

By:   
Timothy Doherty

Dated: 6-11-18, 2018



State of New Jersey

DEPARTMENT OF HUMAN SERVICES  
DIVISION OF DEVELOPMENTAL DISABILITIES  
PO Box 726  
TRENTON NJ 08625-0726

CHRISTINE TODD WHITMAN  
Governor

MICHELE K. GUHL  
Commissioner  
KRYSTAL L. ODELL  
Director  
TEL. (609) 292-3742

March 11, 1999

Timothy J. Doherty, Executive Director  
Project Freedom, Inc.  
223 Hutchinson Rd.  
Robbinsville, New Jersey, 08691

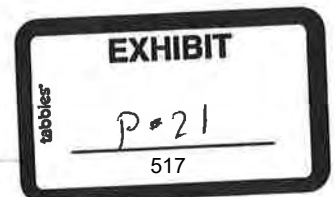
Re: Project Freedom at Hamilton  
Block 2154/lot3  
10 acres fronting on Kuser Road

Dear Mr. Doherty:

I am writing in support of your application to the New Jersey Housing and Mortgage Finance Agency's Low Income Housing Tax Credit Program. You have specifically applied under NJHMFA's "Developmentally Disabled Set-Aside in the Special Needs Cycle.

In accordance with the requirements of New Jersey Housing and Mortgage Finance Agency, at least twenty-five percent of the tax credit units must be rented to persons referred from the Urgent Waiting List as described in the Developmental Disabilities Waiting List Reduction and Human Services Facilities Construction Bond Act of 1994 (P.L. 1994; c.108). The individuals will either be referrals taken directly from the Urgent Waiting List or persons previously placed in other residential programs. If previously placed persons are selected, the slots vacated by these individuals will be backfilled with individuals from the Waiting List.

This letter will confirm that the Division of Developmental Disabilities will refer persons from the Urgent Waiting List to Project Freedom and will contract for residential placement to a level specified in the Tax Credit Program application which is 12 or 25% of the 48 tax credit units for this project. The Division of Developmental Disabilities agrees to provide the support services needed for each of the 12 individuals as determined by the each person's Inter Disciplinary Team. It is understood that these support services will include a "DDD unit subsidy" as outlined in Project Freedom's income and cost analysis in the amount of \$500 per month per unit. The support services may also include




**Timothy J. Doherty**  
**LIHTC Application**  
**03/11/99**

a rent subsidy (amounting to the difference between the unit rental cost and 30% of their incomes) in the event that the Division supported individuals do not have Section 8 rental certificates. This rent subsidy is understood to be in addition to the "DDD unit subsidy." The Division of Developmental Disabilities will execute an appropriate annual operating contract that will include these costs as well as all other services as may be required by these individuals.

The annual level of funding provided by the Division of Developmental Disabilities is subject only to the availability of funds as appropriated yearly by the Legislature of the State of New Jersey and to the terms and as found in the annual service contract.

Thank you for your effort to create housing opportunities for persons with developmental disabilities in New Jersey.

Sincerely  
  
Krystal L. Odell  
Director

**KLO: RTS: dm**

**C: R. Smith**  
**P. DiVenuto**  
**G. Brown, Ed.D**  
**R. Lowe, II**  
**C. Feeny**  
**B. Ellis**  
**R. Sullivan**  
**T. Cody**

LIHTC # 585

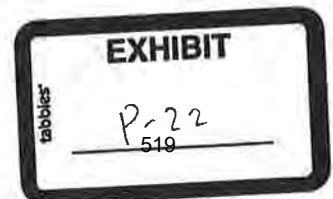
Prepared By: John H. Dumont  
Signature  
John H. Dumont  
Print Name

DEED OF EASEMENT AND RESTRICTIVE COVENANT  
FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of 10/20/2000 shall run with the land and is granted by Project Freedom at Hamilton Urban Renewal, L.P. and its successors and assigns (the "Owner") whose principal address is 223 Hutchinson Rd., Robbinsville, NJ 08691 to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the IRS Form(s) 8609 for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in the annual amount of \$ 487,604.00 to be claimed by the Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The 8 building(s), which consist of a total of 48 residential rental units of which 48 are LIHTC units, and which will constitute a qualified housing project as defined in Section 42 of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as Project Freedom at Hamilton (the "Project") located at 11522 Kuser Road, Hamilton, NJ, Municipal Tax Map Block No. 2154, Lot No. 3 in the County of Mercer, New Jersey, and title to which has been recorded in the County Clerk or Register's Office in Deed Book No. 3697 at Page No. 127, being more fully described as set forth in Attachment "A" hereto.
- (2)  If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.





- (3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low income unit fraction or the low income floor space fraction), and as provided by the Owner in its low income housing tax credit application (the "Application") is 100% percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5B) below.
- (4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period on which such buildings are placed in service as a qualified low income housing project, and shall end on the date specified in paragraph (5A) or (5B) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Owner elected to increase the compliance period or extended use period as indicated with an ("X") below:

(A)  If this box is checked, the Owner elected in the 1995 Application to increase the extended use period described in section 42(h)(6)(D) of the Code by an additional \_\_\_ years beyond the expiration of the initial 15-year compliance period described in section 42(i)(1) of the Tax Code, for a total extended use period of \_\_\_ years. Therefore, this Covenant shall extinguish at the close of the \_\_\_<sup>th</sup> year after the beginning of the compliance period unless terminated in accordance with the provisions enumerated at section 42(h)(6)(E) of the Code.

OR

(B)  If this box is checked, the Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("extended compliance period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14<sup>th</sup> year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29<sup>th</sup> year of the compliance period) that the Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45<sup>th</sup> year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended

compliance period because the Agency was unable to present a qualified contract during the one year period of time specified in this paragraph (5)(B).

- (6) The compliance period begins at the same time as the credit period. The Owner elects when to begin the credit period at the time the Owner's first tax return is filed with the Internal Revenue Service. Owner will begin the credit period on Jan. 1, 2000.  
(may elect to defer to Jan. 1, 2002)
- (7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Owner in its Application requires that 100 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 60 percent or less of area median gross income (AMGI). The selection of this federal set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.
- (8) [  ] If this box is checked, the Project is also subject to the state set-aside, which is defined in the 199\_ Qualified Allocation Plan and was selected by the Owner in its Application. The state set-aside requires that    percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is    percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.
- (9) [  ] If this box is checked, a New Jersey non-profit corporation must have some interest in the general partnership or voting membership, or the Project must be owned by a New Jersey non-profit corporation, a limited partnership where the general partner is a New Jersey non-profit corporation or a limited liability company where the voting member is a New Jersey non-profit (as described in the 1996 Qualified Allocation Plan and agreed to in the 1996 Application).
- (10) [  ] If this box is checked, the Project is a Special Needs Project as defined in the 19\_99 Qualified Allocation Plan, and as selected by the Owner in its Application and as such, the Owner must BOTH restrict 25% of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs.
- (11) [  ] If this box is checked, the Owner is required to make available to tenants of all LIHTC units 3 appropriate and affordable social service(s) throughout the compliance

period in accordance with the Social Services Model as defined in the 19\_\_ Qualified Allocation Plan, and as selected by the Owner in its Application. Social services may be modified to better address the needs of the low income tenants of the Project upon written approval of the Agency.

- (12) [  ] If this box is checked, the Owner pledged in the Application to employ throughout the compliance period a property manager for the Project who has successfully completed an Agency-approved tax credit certification course.
- (13) [  ] If this box is checked, the Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. The unit amenities are: 3 or more consisting of the following: dishwasher, central air conditioning. The project amenities are: 2 or more consisting of the following: community room and one (1) parking space per unit. & patios
- (14) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.
- (15) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.
- (16) This Covenant shall constitute an agreement between the Agency and the Owner which is enforceable in the courts of the State of New Jersey by the Agency or by an individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (17) Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (18) Owner agrees to obtain the consent of any recorded lien holder on the Project to this Covenant and such consent shall take the form of a Subordination Agreement between the lender and the Agency and shall be a condition precedent to the issuance of IRS Form(s) 8609.
- (19) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code including section 42(h)(6)(E)(ii) prohibiting eviction (other than for good cause) of existing low-income tenants for three years after such termination and prohibiting any increase in the gross rents beyond that permitted under the Code and the regulations promulgated

thereunder.

- (20) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.
- (21) In order to enable the Agency to monitor Owner's compliance with these use and occupancy restrictions pursuant to the Code, Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the project during business hours and to inspect and copy all books and records pertaining to the Project.
- (22) Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
- (23) Owner covenants and agrees that in the event it files for bankruptcy or liquidates or sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.
- (24) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions that may be more stringent than the Code.
- (25) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.

Signatures: This Covenant is granted by the Owner whose duly authorized representative's signature appears below.

Sworn and subscribed to before  
the undersigned Notary Public or  
Attorney on the date appearing below:

PROJECT FREEDOM AT HAMILTON URBAN RENEWAL, L.P.

WITNESS (IF INDIVIDUAL, LLC, OR PARTNERSHIP) OWNER: BY: Hamilton Freedom Properties, Inc.  
General Partner

[Signature]

By: [Signature]  
Authorized Representative

Timothy J. Doherty, President  
(Print Name, Title, Organization)

ATTEST (IF A CORPORATION)

OWNER: \_\_\_\_\_

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President (Corporation)

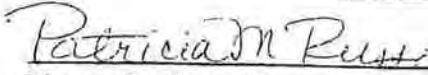
\_\_\_\_\_  
(Print Name)

ACKNOWLEDGMENT  
(LLC or PARTNERSHIP FORM)

I CERTIFY, that on March 1, 2000, personally came before me John H. Dumont and this person acknowledged under oath, to my satisfaction, that (a) this person is the attesting witness to the signing of this document by Timothy J. Doherty, who is President of Hamilton Freedom Properties, Inc., the Managing Member / General Partner of the LLC / Partnership named herein, and duly authorized to execute this document; (b) this document was signed and delivered by the Managing Member / General Partner as its voluntary act on behalf of the LLC / Partnership; and (c) this person signed this proof to attest to the truth of these facts.

  
WITNESS

SWORN TO AND SUBSCRIBED  
before me, this 1st day of March, 2000.

  
Notary Public or Attorney  
**PATRICIA M. RUSSO**  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 24, 2000

ACKNOWLEDGMENT  
(CORPORATE FORM)

BE IT REMEMBERED, that on \_\_\_\_\_ 19\_\_\_\_, before me, the subscriber, personally appeared \_\_\_\_\_ who, being by me duly sworn on the oath, deposes and makes proof to my satisfaction, that he/she is the Secretary of \_\_\_\_\_ the Corporation named in the within Instrument; that \_\_\_\_\_ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; and said Instrument was signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

\_\_\_\_\_  
Notary Public or Attorney

**LANNING ENGINEERING CO., INC.**  
**CONSULTING ENGINEERS & LAND SURVEYORS**

3123 KLOCKNER ROAD

HAMILTON, NEW JERSEY 08690

December 29, 1999

Description of Property  
 Township of Hamilton  
 Mercer County, New Jersey

Project Freedom, Inc.  
 Lot 3, Section 2154, Tax Map 134  
 No. 11522 Kuser Road

All that certain lot, tract, or parcel of land situate, lying, and being in the Township of Hamilton, County of Mercer, and State of New Jersey and being known as No. 11522 Kuser Road and Tax Lot 3 in Section 2154 as shown on page 134 of the Township of Hamilton Tax Maps and also as shown on a plan entitled "Project Freedom, Inc., Plan of Survey - Sheet L-2, and Preliminary and Final Site Plan, Pages 1 and 2, Sheets L-6 and L-7, prepared by Lanning Engineering Company, Inc. all being dated October 30, 1998 with a latest revision date of November 23, 1999, and being more particularly bounded and described as follows, to wit:

Beginning at a steel pin to be set in the new Southwesterly line of Kuser Road, widened to 80.00 feet, said steel pin to mark the Southeasterly corner of the herein described Lot 3 and being the following courses from a concrete monument lying in the original Southwesterly line of Kuser Road and marking the Southeasterly corner of adjoining Lot 4 lying Southeasterly of Lot 3; (A) Along said original Southwesterly line of Kuser Road as it runs in common with the Northeasterly line of Lot 4, N 38°15'00" W, a distance of 245.57 feet to a point being the Northeasterly corner of Lot 4, and also being the original Southeasterly corner of Lot 3; (B) Along the Northwesterly line of Lot 4 as it runs in common, in part, with the original Southeasterly line of Lot 3, S 51°45'00" W, a distance of 5.00 feet to the steel pin to be set at the Beginning Point and running thence,

- (1) Still along the Southeasterly line of Lot 3, as it runs in common with said Northwesterly line of Lot 4, S 51°45'00" W, a distance of 1,273.48 feet to the Southwesterly corner of Lot 3 as it lies in common with the Northwesterly corner of Lot 4 in the Northeasterly line of Lot 105 in Section 2154, lands now or formerly of P. DeLorenzo, et. al, thence
- (2) Along the Southwesterly and rear line of Lot 3 as it runs in common with a part of the Northeasterly line of said Lot 105 and continuing along the Northwesterly line of terminus of Bacon Avenue, 50.00 feet wide, and the Northeasterly line of Lots 106 through 118 in Section 2154, lands now or formerly of D. and I. Landfill, N 43°07'30" W, a distance of 316.55 feet to a Northwesterly corner of Lot 3, thence

- (3) Along a Westerly line of Lot 3 being along the Northeasterly line of lands now or formerly of D. and I. Landfill, N 38°21'00" W, a distance of 19.06 feet to the Northwesterly corner of Lot 3 being the Southwesterly corner of Lot 2, common to the Southeasterly corner of Lot 150, Section 2154, now or formerly of Township of Hamilton.
- (4) Along the Northwesterly line of Lot 3, as it runs in common with the Southeasterly line of Lot 2, N 51°32'00" E, a distance of 1,300.42 feet to the new Northeasterly corner of Lot 3 in the new Southwesterly line of Kuser Road, thence
- (5) Along the aforesaid new Southwesterly line of Kuser Road, as it runs in common with the new Northeasterly line of Lot 3, S 38°15'00" E, a distance of 339.39 feet to the point and place of BEGINNING.

The above described Lot 3 containing 9.96 acres of land and being subject to a 50.00 feet wide Sanitary Sewer Easement abutting and running parallel with the Northwesterly line of Lot 3 being as described in Course (4) herein, and also being subject to a Sight Triangle Easement being as described as follows: Beginning at the Northeasterly corner of Lot 3 in the new Southwesterly line of Kuser Road being the Northeasterly corner of the Sight Triangle Easement and thence running along the Southwesterly line of Kuser Road, S 38°15'00" E, a distance of 205.17 feet to the Southeasterly corner of said Easement and thence running across Lot 3 along the Southerly line of said Easement, N 54°43'46" W, a distance of 187.67 feet to a point in the centerline of a roadway entering upon Lot 3 and thence running along the Northwesterly line of said Easement, N 21°39'11" W, a distance of 26.12 feet to the Northwesterly corner of said Easement in the Northwesterly line of Lot 3, N 51°32'00" E, a distance of 45.78 feet to the point and place of BEGINNING. Lot 3 also being subject to a 10.00 feet wide Water Utility Easement running across the Southeasterly corner of said Lot 3 being as described as follows: Beginning at a point in the new Southwesterly line of Kuser Road, 80.00 feet wide, being the new Northeasterly corner of said Water Utility Easement and being distance 61.15 feet as measured along said new Southwesterly line of Kuser Road bearing N 38°15'00" W, from the Southeasterly corner of Lot 3 and thence running across the Southeasterly corner of said Lot, S 02°50'06" E, a distance of 75.04 feet to the Southeasterly corner of said Easement in the Southeasterly line of Lot 3 and thence running along said Southeasterly line of Lot 3, S 51°45'00" W, a distance of 12.27 feet to the Southwesterly corner of said Easement and thence running across the Southeasterly corner of Lot 3 and running parallel to Course (1) of said Easement, N 02°50'06" W, a distance of 96.21 feet to the Northwesterly corner of said Easement in the new Southwesterly line of Kuser Road and thence running along same, S 38°15'00" E, a distance of 17.26 feet to the point and place of BEGINNING. Lot 3 also being subject to Wetlands running across



Project Freedom, Inc.  
Description of Property  
Lot 3, Section 2154, Tax Map 134  
No. 11522 Kuser Road

December 29, 1999  
Page 3

said Lot adjoining an existing ditch with adjoining 50.00 feet wide Buffer Areas being measured Southwesterly to Northeasterly from said Wetlands Areas, and also being subject to a 100 year Flood and Stream Encroachment Area following along the aforesaid existing ditch and also being subject to additional Wetlands and 50.00 feet Buffer Areas in the vicinity of the Southwesterly corner of Lot 3. Said Wetlands, 50.00 feet Buffer Areas and the 100 year Flood and Stream Encroachment Area all being as shown and delineated by metes and bounds on the aforesaid "Preliminary and Final Site Plans, Pages 1 and 2, Sheets L-6 and L-7, Project Freedom, Inc." having Lanning Engineering Company, Inc. File No. 2-5-108.

Prepared by:  
LANNING ENGINEERING CO., INC.



CHARLES R. MC CLELLAN, P.L.S. & P.P.  
PROFESSIONAL LAND SURVEYOR  
NEW JERSEY LICENSE NO. 15550

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TOWNSHIP OF HAMILTON  
MERCER COUNTY, NEW JERSEY

RESOLUTION APPROVING  
PRELIMINARY AND FINAL SITE PLAN

RESOLUTION DULY ADOPTED BY THE PLANNING BOARD OF THE TOWNSHIP OF HAMILTON AT A MEETING HELD ON FEBRUARY 11, 1999 IN REGARD TO APPLICATION NUMBER 98-11-089.

OWNER: St. Anthony's Roman Catholic Church  
APPLICANT: Project Freedom, Inc.  
LOCATION: Kuser Road  
MAP: 134; SECTION 2154, LOT 3  
ZONE: SH-2

WHEREAS, Owner and Applicant of the above property in the SH-2 zone have applied to the Planning Board of the Township of Hamilton for PRELIMINARY AND FINAL APPROVAL OF A SITE PLAN, waiver from the minimum distance from a building to a sanitary sewer easement and flood plain relief for the purpose of constructing 8 apartment buildings, each containing 6 living units (48 total) and a 4,373 sq. ft. community center for independent living facilities for the physically handicapped as shown on plans prepared by Lanning Engineering dated October 30, 1998 and architectural plans prepared by Garrison Architects dated October 2, 1998, and

WHEREAS, the application and plans were reviewed by the Division of Planning who recommended approval with conditions in memorandum dated December 7, 1998, and

WHEREAS, the application and plans were reviewed by the Township Engineer who recommended approval in memoranda dated November 20, 1998, and

WHEREAS, the application and plans were reviewed by the Township Fire Inspector who recommended approval in memoranda dated November 4, 1998, and

WHEREAS, the application and plans were reviewed by the Township Traffic Bureau Commander who recommended approval in memoranda dated November 10, 1998, and

WHEREAS, testimony was given by Allen Schectel, Division of Planning and John Reymann, Township Township Engineer and Francis Goeke, P.E., Michael Piatetsky, A.I.A. and Timothy Dougherty on behalf of the applicant, and

WHEREAS, the Planning Board of the Township of Hamilton makes the following findings of fact:

1. The applicant has submitted proof of service of notice and proof of publication and the Planning Board has jurisdiction to hear this matter.
2. The applicant proposes to construct forty-eight apartments in eight buildings for physically handicapped persons and their immediate family relatives who care for them. Each of these units will be priced for low and moderate income persons and shall qualify Hamilton Township for credits toward the Township's Affordable Housing Program.

This site is located adjacent to the Colonial Fire House and is zoned Special Housing Zone IIA. The uses proposed are permitted within this zone. The site consists of fields with a band of wetlands near the front. In terms of bulk and yard standards, the proposed lot and buildings conform to all such standards.

The density on the site is 4.77 dwelling units per acre. This density is slightly greater than the neighboring residential zone (R-10) which would allow a density of four dwelling units per acre. However, it is much lower than the densities formerly allowed in Planned Developments such as Abbott Commons (Six dwelling units per acre) or apartment/townhouse zones which allow ten dwelling units per acre.

3. In terms of parking, the applicant has proposed a total of 150 parking spaces with 12 spaces located in a parking lot along Kuser Road.

4. In terms of pedestrian circulation, the applicant has agreed to provide additional crosswalk markings.
5. The applicant has agreed to modify the landscaping plan in accordance with the Township Planner's comments.
6. The property is not located in a TID District.
7. The applicant has submitted proof that taxes and local assessments on the above described property have been paid.
8. The applicant must submit proof of approval by the Mercer County Planning Board and Soil Conservation District, if applicable, and the New Jersey Department of Environmental Protection and Department of Transportation, if applicable.
9. The applicant has submitted the following factual proof relative to the request for waiver of requirements:
  - a. The waivers will not result in additional threats to public safety.
  - b. The waivers will not result in extraordinary public expense.
  - c. The waiver will not create nuisances.
10. The variances can be granted without substantially impairing the common good as the lot otherwise meets lot area requirements of the ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF THE TOWNSHIP OF HAMILTON ON FEBRUARY 11, 1999 THAT PRELIMINARY AND FINAL SITE PLAN APPROVAL WITH VARIANCES AND WAIVERS IS HEREBY GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:


1. Mailing of a copy of this decision to the applicant within TEN (10) days from the date hereof.

2. Publication of a brief notice of this decision in the official newspaper of the Municipality.
3. Subject to the execution of the final plan by all necessary municipal officials before any construction may begin on-site.
4. Subject to Section 160-254 "Guarantees and Inspections" of the Land Development Ordinance of the Township of Hamilton.
5. Subject to Section 160-131 "Performance and Maintenance Guarantees" and the approval of the form of guarantees by the Township attorney, and a copy of the said guarantees to be on file in the Land Use Office. The "A" bond is \$230,762.00, and the "B" Bond is \$1,427,455.00.
6. Subject to the satisfaction of the conditions referred to in the Findings of Fact and the Township Division of Planning and the Township Engineer memoranda referred to above including:
  - a. Revision of the plans to show revised Parking and pedestrian access.
7. Applicant is responsible for all utilities.
8. Subject compliance with all other applicable Ordinances and local, state and federal laws, and
9. Subject to proof of approval by the Mercer County Planning Board, Soil Conservation District and the New Jersey Department of Environmental Protection, if applicable, and

BE IT FURTHER RESOLVED, that the Chairperson or Vice-Chairperson, and the Secretary or Acting Secretary are hereby authorized to execute the aforesaid plans, after signature by all other municipal officials and distribute copies of same to all interested parties.

CERTIFICATION

The undersigned, Recording Secretary of the Hamilton Township Planning Board, does hereby certify that the foregoing resolution was adopted by said Board at its regular meeting held on February 11, 1999. This resolution memorializes the formal action taken by the Board at its regular meeting held on January 28, 1999.

  
BARBARA E. MYDŁOWSKI  
PLANNING BOARD SECRETARY

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## 36. PROJECT FREEDOM – SAMUEL ALITO DRIVE

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** made this 18th day of September, <sup>2018</sup>~~2017~~, between **PROJECT FREEDOM, INC.**, a not-for-profit New Jersey corporation located at 1 Freedom Blvd., Lawrenceville, New Jersey 08648, referred to here as "Project Freedom" or alternatively, "Developer",

- AND -

**THE TOWNSHIP OF HAMILTON**, a municipal corporation of the State of New Jersey, located at 2090 Greenwood Avenue, Hamilton, New Jersey 08650, referred to here as "Township".

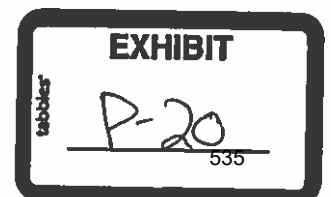
**SECTION 1. BACKGROUND**

**WHEREAS**, Project Freedom, Inc. is a not-for-profit New Jersey corporation dedicated to developing, supporting and advocating opportunities for independent living for persons with disabilities and for persons with very low, low or moderate income.

**WHEREAS**, Township is the owner of a tract of land known as Block 2163, Lot 3 from which shall be subdivided 10 acres of non-wetlands or such other tract of land from Lot 3 as may be agreed upon and which will have access to the Sam Alito Way, located in the Township of Hamilton, Mercer County, New Jersey referred to here as the "Property."

**WHEREAS**, Project Freedom and Township desire to cooperate and work together in order that Project Freedom may acquire, construct, mortgage, finance, lease, operate and manage for public benefit a very low, low and moderate income affordable housing project meeting the income and other restrictions of the Uniform Housing Affordability Controls ("UHAC" – *N.J.A.C. 5:80-26.1 et seq.*) on the Land for persons both with and without disabilities (the "Project"). Very low, low income and moderate income units would be included in the Project.

**WHEREAS**, the parties desire to enter into this Agreement to set forth their agreements, responsibilities, and obligations intending to be legally bound one to the other.





## SECTION 2. DEFINITIONS

- 2.1. Appurtenances. "Appurtenances" shall mean all easements, covenants and other rights belonging to or connected with the Land.
- 2.2. COAH. "COAH" shall mean the New Jersey Council on Affordable Housing created by the Fair Housing Act (*N.J.S.A. 52:27D-301 et seq.*) or a court of jurisdiction with the same or similar purposes.
- 2.3. Construction Documents. "Construction Documents" shall mean all drawings and specifications setting forth in detail the requirements for the construction of the Project.
- 2.4. Developer. "Developer" shall mean Project Freedom, Inc. or any related successor entity of Project Freedom, Inc. Developer shall also include any lender who becomes a successor to its rights as a result of a foreclosure.
- 2.5. Governmental Approvals. "Governmental Approvals" shall mean all federal, state, county or municipal approvals, licenses, permits, certificates required to undertake and/or complete construction of the Project.
- 2.6. Governmental Authority. "Governmental Authority" shall mean the federal, state, county or municipal government, or any department, agency, bureau or other similar type body obtaining authority therefrom or created pursuant to any Laws.
- 2.7. HMFA. "HMFA" shall mean the New Jersey Housing and Mortgage Finance Agency.
- 2.8. Land. "Land" shall mean the land to be developed consisting of approximately 10 acres or such parcel as may be agreed upon to be subdivided by the Township from Block 2163, Lot 3, on the Tax Map of the Township of Hamilton, and any easements, rights of way or other rights benefiting or otherwise running with the land, including access to the Sam Alito Way. The Land is more particularly described in Exhibit A annexed to and made part of this agreement as though set forth at length here. The Land must be minimally sufficient to allow development of the Project accommodating 72 units on no less than 10 upland buildable non-wetlands acres with no buffers which restrict development or such number of units for which Developer is able to secure financing, consistent with Governmental

Approvals. The Land shall be conveyed by Township to an entity to be formed in which the Developer shall have an interest.

2.9. Laws. "Laws" shall mean each and every applicable federal, state, county or municipal statute, ordinance, rule, regulation, order, directive or requirement, together with all successor statutes, ordinances, rules, regulations, orders, directives or requirements, of any Governmental Authority, including without limitation, laws in any way related to Contaminants.

2.10. Low Income Household. "Low Income Household" shall mean a household with a gross income equal to 50 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located or otherwise defined in regulations promulgated by COAH and in the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.*

2.11. Manager. "Manager" shall mean (a) Project Freedom, Inc.; or (b) any successor non-profit entity formally approved by the Developer who shall be the leasing, reporting and managing agent, responsible for the day to day operation and leasing of the units within the Project.

2.12. Moderate Income Household. "Moderate Income Household" shall mean a household with a gross income in excess of 50 percent but less than 80 percent of the median gross household income for households of the same size within the housing region in which the housing is located or otherwise defined in regulations promulgated by the COAH and in the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.*

2.13. NJDEP. "NJDEP" shall mean the New Jersey Department of Environmental Protection, or its successor.

2.14. Notices. "Notices" shall mean any communication of any nature, whether in the form of correspondence, memoranda, order, directive or otherwise.

2.15. Option Agreement. An Option Agreement between the Township and Developer whereby upon notice of satisfaction of the conditions herein, Township will, for a nominal consideration of One (\$1.00) Dollar, convey and donate the Land to Developer for purposes of constructing the Project. The Option Agreement term shall commence as of the date of this Agreement and extend for a period of

seven (7) years thereafter. Township shall convey the Land to Developer upon confirmation in writing that Developer has obtained all approvals for development of the Project, has obtained financing and, upon conveyance of the Land, is ready to commence construction.

2.16. Premises. "Premises" shall mean the Land and the Appurtenances.

2.17. Property. See "Land".

2.18. Project. "Project" shall mean the affordable rental housing to be constructed on the Premises, consisting of 72 total units wherein all units are deed restricted to persons or families with special needs as well as non-disabled persons or families with very low, low income or moderate income. At least half of the units shall be rented to low- and very low-income households, and at least 13 percent of the units shall be rented to very low-income households. Eighteen (18) of the units will be reserved for individuals with special needs. Four (4) one-bedroom and six (6) two-bedroom units will be reserved for referrals from the Division of Development Disabilities, and eight (8) units, all one-bedroom, will be reserved for referrals from the Division of Mental Health and Addiction Services. The remaining 54 units will be family units. The very-low-income units will total 10 units and may be all special needs units at the discretion of the Developer. The actual number of units Developer shall construct shall be the number for which Developer secures all requisite financing and site plan approval from the Planning Board of the Township of Hamilton. The Project shall also qualify as certified very low, low and moderate income affordable housing for the purpose of in part satisfying any Mt. Laurel obligations and shall be eligible for credit against the Township's fair share obligation. Developer shall construct 72 Apartment Units unless that number is modified either by 1) government permit requirements or 2) municipal land use approvals, but in any event Developer will not be required to construct less than 60 Apartment Units.

2.19. Units/Apartment Units. "Apartment Units" shall be defined as one, two- and three-bedroom apartment units for persons with special needs and/or non-disabled persons (including families) with very low, low or moderate income as defined by federal and state law, and shall be constructed in the manner consistent with all past Project Freedom projects.

2.20. Very Low Income Household. "Very Low Income Household" shall mean a household with a gross income equal to thirty percent (30%) or less of the median gross household income for households of the same size within the housing region in which the housing is located or otherwise defined in regulations promulgated by COAH and in the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.*

### **SECTION 3. DEVELOPER OBLIGATIONS.**

3.1. **Development Grant.** Township grants to the Developer site control and the exclusive right to develop the Project, subject to the limitations set forth herein.

3.2. **Right of Entry.** The Developer and the Developer's agents and representatives shall have the right to enter upon the Land at all times for any purpose related, directly or indirectly, to the development of the Project, or the exercise of any rights granted to the Developer pursuant to this agreement, or both, including without limitation, the right to perform soil borings, conduct investigations, surveys, engineering studies, environmental studies, architectural studies and prepare engineering, environmental and architectural data. The Land shall be returned to its approximate state prior to Developer's entry insofar as practical if the development does not proceed.

3.3. **Right to Inspect Property and Declare A Withdrawal on the Basis of Environmental Objection.**

The Township shall within ninety (90) days of the full execution date of this Agreement meet with representatives of Developer to provide and/or confirm Developer has received from Township all reports, assessments, investigations, test results, recommendations and all correspondence or other documents, agreements and materials pertaining to any known environmental conditions, contaminants and constraints present on the Premises. The Township will immediately undertake completion of the Phase I assessment and soil testing in the area adjacent to the dump. Township will immediately undertake a Phase II Assessment at its sole expense if Project Freedom determines the need therefore is indicated by the Phase I Assessment. Such determination by Project Freedom shall be subject to the agreement of the Township, which agreement shall not be unreasonably withheld. If the projected cost of

a Phase II assessment and remedial work exceeds \$100,000.00, the Township may terminate this Agreement. Any above ground or underground tanks will be removed according to applicable regulations. Copies of all additional reports, assessments, investigations, test results, recommendations or documents received by Township after the date of execution of this Agreement shall be provided to Developer promptly.

### **3.4. Environmental Assessment.**

1. Developer shall have up to three (3) years from the date of this Agreement to conduct soil borings, engineering studies, environmental studies, architectural studies and to obtain receipt of a Department of Environmental Protection Letter of Interpretation as to the location of wetlands, and receipt by Developer of a Phase I and, if necessary, II Environmental Assessment Report paid for by Township setting forth additional physical and environmental inspections as the environmental consultants believe are necessary to determine whether the property is suitable for the development of the Project, (the "Due Diligence Period"). If Developer determines additional environmental review is necessary, the Due Diligence period will be extended by an additional six (6) months.

2. Developer may request that the Township complete any recommendations or remediation provided for in any Phase I or Phase II Environmental Assessment. The undertakings described in Section 3.3 and 3.4 above shall constitute the Township's obligation, together with indemnification for any pre-existing conditions, which means that, after all the environmental assessments are done and construction commences, but during the course of excavation, if 50 gallon drums or other contaminants are found to be buried, the Township is responsible for removing the drums or other contaminants and doing any remediation that is necessary at Township expense.

3. In the event that the Developer determines in its sole discretion that the results of the physical and environmental inspections are not satisfactory to Developer, the Developer shall notify the Township in writing of Developer's election whether to proceed with the Project or terminate this

Agreement. The Township warrants that the Land, insofar as it is aware, has never been developed or the subject of any improvement and that there is no debris, such as rocks, concrete, old tree stumps, fill dirt, contaminated soil or trash, that would first have to be removed or remediated before construction can begin. If there is such debris or soil, the Township agrees to remove it at its expense.

### **3.5. Site Control.**

1. Developer shall enter into an Option Agreement ("Option") with the Township which will compel the Township to convey the Land to Developer for a nominal consideration of One (\$1.00) Dollar for the sole purpose of constructing a HMFA compliant affordable housing. Said Option Agreement shall commence as of the date of this Agreement and shall extend for seven (7) years thereafter. Said Option Agreement will be in form sufficient to satisfy the requirement of site control for all financing applications, including, but not limited to, the New Jersey Housing and Mortgage Financing Agency. The Option Agreement may be assigned by Developer to a qualified urban renewal entity formed by Developer or other entity in which Developer has an interest.

2. At such time as the Township and Optionee agree as to the specific portion of Lot 3 to be developed by Optionee, this Development Agreement and the Option Agreement shall be amended to specifically identify the land subject to this Development Agreement and the Option Agreement.

### **3.6. Construction and Permanent Financing.**

The Developer shall arrange for all construction and permanent financing for the Project upon such terms and conditions as the Developer shall determine in the Developer's sole and absolute discretion subject to the limitations set forth in the within agreement. If at any time Developer determines tax credit financing for the Project cannot be obtained on satisfactory terms, the Developer shall notify Township of its decision to terminate this Agreement and each party shall bear their own costs and expenses except any unspent predevelopment funds shall be returned to Township by Developer.

### **3.7. Financing Assistance.**

The Developer shall utilize available strategies for structuring a financial package for the financing of the Project, including without limitation the use of low income housing tax credits. The Township shall reasonably assist the Developer in connection with the Developer obtaining a financial package for the Project provided that such assistance does not impose any direct financial responsibility on the Township and provided that the Township does not otherwise reasonably object to taking the action requested by Developer. Such assistance shall include, to the extent permitted by law, empowering Developer to assign the Option to an entity to be formed for the purpose of obtaining tax credit financing for the construction of the Project.

### **3.8. Permits.**

The Developer shall obtain, from the appropriate Governmental Authority, all permits, approvals, licenses, certificates and other authorizations required with respect to the construction of the Project. If Developer fails to obtain all such requisite approvals or if a challenge is brought to any required approval previously granted, then the Developer shall have the right, at the Developer's sole election, to terminate this agreement on notice to the Township in accordance with Section 11.4.

### **3.9. Construction.**

Developer will be responsible for preparing a construction budget, plans and specifications, retaining professionals and overseeing all phases of the construction of the Project. The Developer shall pay for and obtain all inspections required under the Uniform Construction Code and for the inspection of site improvements per municipal ordinance.

### **3.10. Insurance.**

1. Prior to any entry pursuant to Section 3.2, Developer shall cause its agents contractors or subcontractors, as the case may be, to take out and maintain a comprehensive general liability insurance policy, insuring the Developer and the Township as joint and several additional insureds and loss payees, against claims for bodily injury, including death, and property damage, occurring on the Land, in amounts of Two Million (\$2,000,000) Dollars for each claim with respect to bodily injury or death, Two Million (\$2,000,000) Dollars with respect to any one occurrence and, One

Million (\$1,000,000) Dollars with respect to claims for property damage relating to any one occurrence. Developer shall name the Township as an additional Insured on its General Liability and/or Builder's Risk Insurance policies.

2. Developer and Township shall cross-indemnify the other against any and all claims for liability for personal injury, environmental contamination, property damage, and any other claim, cause of action, or demand made as a result of acts or failure to act by the employees, agents, servants, subcontractors, independent contractors, or representatives of each party.

**3.11. Worker's Compensation Insurance.**

Prior to any entry pursuant to Section 3.2 and during the term of the construction of the Project, the Developer shall, or shall cause its contractors or subcontractors, as the case may be, to take out and maintain workers' compensation insurance and employers' liability insurance in accordance with the requirements of Laws.

**3.12. Bonding.**

If required, Developer or its contractor shall provide a performance bond or a letter of credit in a form deemed reasonable by the Township and/or The New Jersey Housing and Mortgage Finance Agency for and in an amount sufficient to cover all on-site improvements to be constructed by Developer pursuant to Site Plan approvals by the Planning Board of the Township of Hamilton.

**3.13. Obligation to Construct Project in Accordance with HMFA Requirements.**

The Developer shall design the Project in accordance with the current state requirements for affordable housing/special needs and count toward Township's fair share obligation. The Developer shall have the right to submit Construction Documents with specifications less stringent than HMFA requires if and only if (a) the Developer identifies, in writing, how it wishes to depart from the Specifications and (b) HMFA or its designee authorizes the change in writing.

**3.14. Obligations of Developer during Construction Process.**

Once approved by all governmental authorities, any reduction in the number of Units to be constructed shall only be permitted if (a) the Developer identifies in writing how it wishes to alter the



number of Units; and (b) the Township authorizes the change in writing. If the Township does not approve or reject the written request for a change within 10 days of receipt thereof, or within such extension of this 10 day period upon which the parties may mutually agree, the request shall be deemed granted.

**3.15. Compliance with Law.**

The Project shall be constructed in accordance with all Laws.

**3.16. Obligation to Submit Periodic Reports.**

Beginning within six (6) months of the effective date of this agreement and every ninety (90) days thereafter, the Developer shall provide to the Township reports in reasonable detail as to the actual progress of the development of the Project. Likewise, Township shall provide similar reports as to the progress of construction of Off-Site Improvements/Utilities and Infrastructure, if applicable.

**3.17. Management.**

Developer shall be solely responsible for the administration and management of the Project after completion of construction, including all initial lease-up, management and compliance with the requirements of the Uniform Housing Affordability Controls and municipal affordable housing regulations.

**SECTION 4. DEVELOPER REPRESENTATIONS.**

**4.1. Delivery of Agreement.**

Neither the execution, delivery nor performance of this agreement by the Developer shall:

1. Violate any provision of any judicial or administrative order, award, judgment or decree to which the Developer is or has been a party;
2. Result in a breach of any term, condition or provision of, or constitute a default under, any agreement or other instrument to which the Developer is a party or by which the Developer is bound; or
3. Conflict with or result in the breach of any Laws.

**4.2. Judgments.**

There are no judgments or liens against the Developer or Manager.

**4.3. Suits.**

There are no suits, disputes or violations of any kind pending against the Developer concerning the ability of the Developer to comply with the terms of this agreement.

**4.4. Misleading Facts.**

No representation or warranty made by the Developer in this agreement contains or shall contain any untrue statement of fact or omits or shall omit any fact required to make the representation and warranty not misleading.

**4.5. Ability to Perform.**

Developer represents that it has the ability to perform its responsibilities under the agreement including, but not limited to, the ability to obtain debt financing subject to obtaining Low Income Housing Tax Credits and equity financing and to construct the Project consistent herewith without imposing any fiscal burdens on the Township beyond those contemplated by this Agreement.

**SECTION 5. TOWNSHIP OBLIGATIONS.****5.1. Title.**

1. Township is the fee simple owner of the Land with access to the Sam Alito Way and will convey to Project Freedom good and marketable title to the Premises, free of all liens, encumbrances, rights of way or easements which would interfere with development of the Project and insurable by a reputable title insurance company licensed to do business in the State of New Jersey, at regular title insurance rates.
2. Township will assign all property documents including surveys, reports, appraisals, plans and approvals to Developer.
3. If the quality of the title to the Premises does not comply with this paragraph, the Developer will give the Township written notice of said noncompliance. Thereafter, the Township will have ninety (90) days in which to correct such defect such that title insurance at regular rates may be

issued. If the Township does not have a commitment for title insurance free and clear of all encumbrances as described above within said ninety (90) days, the Developer may either: (i), declare this Agreement null and void by providing written notice to the Township pursuant to Section 11.4 of this Agreement provided that said notice is delivered within thirty (30) days after the expiration of the ninety (90) day period; or (ii), waive this provision and proceed as set forth in this Agreement.

4. The Township acknowledges Project Freedom must have "absolute site control" pursuant to the Option Agreement in order to apply for low income housing tax credit financing.

#### 5.2. Land Use Approvals.

The Land shall be re-zoned by the Township in such a manner which will permit up to 72 units of residential affordable housing as defined herein to be constructed on no less than 10 upland buildable acres not in a wetlands area with a Community Center with necessary parking, stormwater detention basins and building heights not to exceed forty-five (45) feet. The Township shall consent to allow Project Freedom to promptly apply for preliminary and final site plan approval from the Hamilton Township Planning Board and any re-approvals, if necessary. If any Final Site Plan Approval contains conditions or requirements which impose material substantial obligations on Project Freedom beyond what is contemplated in this Agreement, Project Freedom may elect to terminate this Agreement. Upon request, the Township shall reasonably assist and cooperate with Project Freedom in securing the permits, approvals, certificates, licenses or other authorization required to be obtained from any Governmental Authority for the Project, which cooperation and assistance shall consist of the following:

1. Upon request, the Township shall assist Project Freedom in the preparation of all development applications for the Project, and to the extent necessary, appear and give testimony at any hearings associated with any permits, approvals, certificates, licenses or other authorizations needed by Project Freedom with respect to the Project with the exception of any proceedings before the Hamilton Township Planning Board.

2. Upon request, the Township shall promptly provide to Project Freedom all off-site engineering necessary to obtain site plan approval from the Township of Hamilton Planning Board.

**5.3. Non-Applicability Letter and Wetlands Delineation.**

The Township has delivered to the Developer a Letter of Interpretation dated July 26, 2016 and good through March 14, 2021 delineating wetlands areas (LOI) and their classification.

**5.4. Off-Site Improvement Utilities Availability.**

1. At its sole expense, Township shall reserve sewer capacity to satisfy all sewer capacity and availability requirements of the Project. Township shall also, at its sole expense, assure sufficient water supply to the Project. Any available sewer and water capacity must be allocated to Developer to satisfy its requirements. All off-site sewer lines, access roads, off site roadway improvements, curbs, sidewalks lighting, and stormwater management facilities shall be constructed by Township at its expense to the Lot Line of the Land (the "Offsite Improvements/Utilities) at a public access point. The Township represents that water is provided by a private purveyor, but that there is a water line immediately adjacent to the site and sufficient water capacity. The Township also represents that gas, telephone, and cable are also provided by private purveyors and that it does not have the authority to construct gas, telephone, and cable lines, but will cooperate with the Developer and the companies providing such utilities so that at no cost to Developer they are brought to the site by the respective utility companies. At Township expense, Developer acknowledges and agrees that it shall solely be responsible for all utility installation costs of any kind or nature from the access point to the apartment units to be constructed on the Land to permit use and occupancy of same units except, if a sanitary sewer pump station is necessary, it will be considered an off-site improvement and shall be installed and maintained by Township. Township acknowledges all Off-Site Improvement/Utilities must be completed and operational prior to the time Project Freedom initiates construction of the Project and in sufficient time to allow Project Freedom to comply with all IRS tax credit regulations regarding when the Project is placed in service. Failure to construct the Off-Site Improvement/Utilities on a timely basis or of sufficient capacity shall be a material default. In such case, Township shall indemnify Developer as set forth in Section 8. The connection fees for water and sewer shall be shared on a 50%/50% basis between the Township and Project Freedom.

2. It is understood and agreed that construction of Off-Site Improvements/Utilities will be Township's responsibility because Project Freedom cannot obtain funding for these improvements.

3. Township shall, within ninety (90) days of the date of this Agreement, determine the feasibility and cost of providing Off-Site Improvements/Utilities and shall notify Developer of its agreement to proceed or not to proceed.

4. If the projected cost of the Township obligations outlined in Sections 5.4.1 and 5.4.2 above, as well as the Township obligations in Sections 3.4.2 and 3.4.3, exceed \$100,000.00 in the aggregate, the Township may terminate this agreement. This cap is exclusive of the remedial amounts delineated in 3.3. If the Township terminates this agreement pursuant to this subsection and Project Freedom has not received the pre-development funding set forth in Section 5.8, the Township will reimburse Project Freedom for all costs incurred to date, including engineering, architectural, legal, and other costs.

**5.5. No Encumbrances.**

Township shall not mortgage, pledge or encumber the Land.

**5.6. Taxes.**

In accordance with the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1, et seq.*, Developer shall apply for and receive from the Township of Hamilton a Payment in Lieu of Taxes (PILOT) at the rate of 5% of the gross annual revenue collected from the project less that portion representing payment of sewer, water or other utilities by Developer or rent subsidies received. The entity formed by Developer shall comply with all requirements of the Long Term Tax Exemption Law, including the obligation to qualify as an urban renewal entity and maintain its status as an urban renewal entity or satisfy any requirements of any alternative legislation which would empower the Township to allow Developer or the entity formed by Developer to make a Payment in Lieu of Taxes. Township waives the 2% administrative fee.

**5.7. Infrastructure.**

1. Any fees or other impositions associated with obtaining an allocation of sewer capacity or water availability shall be borne by Township no matter to whom said fees or impositions are payable, with the exception that Developer shall pay connection charges.

2. To the degree permissible by law, the Township shall waive Township building permit fees for construction of the Project.

**5.8. Pre-development Funding.**

Upon approval by a court of competent jurisdiction of this Development Agreement and of the Township's Spending Plan or the release of the funds that are the subject of this Section, Township shall grant to Developer the sum of \$350,000.00 for its predevelopment expenses, including but not limited to, architect's and engineering fees, environmental assessment, application fees, land use approvals and legal costs. Developer shall not be obligated to pay fees for professionals retained by an approving or review body agency. At the time Developer closes on its tax-credit financing or if the Township terminates or defaults or Developer terminates, only any unspent predevelopment funds shall be returned to the Township.

**SECTION 6. TOWNSHIP REPRESENTATIONS.**

**6.1. Off-Site Improvements.**

Extension of water and/or sewer lines, road widening and bringing other utilities (gas and electric) to a public access point shall be Township's responsibility.

**6.2. Judgments.**

There are no judgments or judicial liens against the Township with respect to the Land.

**6.3. Suits.**

There are no suits, disputes or violations pending against Township concerning the Land or Township's ability to donate/convey the Land pursuant to the Option Agreement, and Township has not received any notice of any suits, disputes or violations threatened against Township concerning the Land or Township's ability to convey the Land pursuant to the Option Agreement, or otherwise comply with the terms of this Agreement or the Option Agreement. Township will indemnify and hold Developer

harmless for all costs and expenses incurred if Developer is delayed or prevented from proceeding under this Agreement on account of any claim, suit, demand or cause of action asserted Court order arising out of any litigation instituted against Township.

**6.4. Delivery of Agreement.**

Neither the execution, delivery nor performance of this agreement by the Owner shall:

1. Violate any provision of any judicial or administrative order, award, judgment or decree to which the Township is or has been a party;
2. Result in a breach of any term, condition or provision of, or constitute a default under, any agreement or other instrument to which the Township is a party or by which the Township is bound; or
3. Result in the creation of or imposition of any security interest, mortgage, lien, charge or encumbrance upon the Land.

**6.5. Liens.**

There are no unrecorded mortgages, liens or encumbrances affecting the Land. Nor shall Township enter into any mortgage, lien or encumbrance with respect to the Land.

**6.6. Violation of Laws.**

The Land is not in violation of any Laws and Township shall deliver the Land to Developer free of any such violation.

**6.7. Easements.**

Access to the Land is from valid and existing public roadways and all utilities shall be supplied directly by public utilities through valid public easements of record.

**6.8. Co-Operation.**

Township shall cooperate and indemnify Developer in accordance with the terms and conditions set forth in Section 3-Developer Obligations, Section 5-Township Obligations, and Section 6-Township Representations.

**SECTION 7. DEVELOPMENT SCHEDULE**

**7.1. Developer's Time Schedule.**

Developer agrees that Developer shall use commercially reasonable efforts as follows:

1. Developer shall, a) secure pre-development funding from the Township; b) obtain a waiver of Township construction building permit fees and obtain PILOT tax exemption from Township; and c) seek agreement from the Township to apply for tax credit funding from HMFA when available.
2. Developer shall file applications for all other government agency approvals including Mercer County Soil Conservation, Mercer County Planning Board, and the New Jersey Department of Environmental Protection as soon as practicable.
3. Developer shall file applications for all financing necessary to develop the project including Federal Home Loan Bank and Tax Credits. Tax Credit applications shall not be filed in 2018, but shall be filed in each subsequent round if Tax Credits are not awarded to Developer in a previous round for supportive housing.
4. No later than the second tax credit cycle that occurs after January 1, 2019. Developer shall have received an allocation of tax credits and have in place all financing to complete the Project provided Developer is satisfied that sufficient sewer capacity and water supply will be available to the Project at such time as Developer has completed construction of the Project and the units will be ready for occupancy. In the event the Developer does not secure a 9% tax credit allocation, Township shall for good cause shown, extend the deadline for thirty (30) days after the award of the next round of tax credits. Developer shall have the opportunity to pursue any other financing at its option. Township shall cooperate in such application and extend additional time to the Developer as may reasonably be required.
5. Within eighteen (18) months of closing on all financing and receipt of all required Governmental Approvals including building permits, Developer shall complete construction of the Project.

**7.2. Extensions.**



In the event the Developer does not meet any of the deadlines set forth above, Township shall grant reasonable extensions of the deadlines for good cause shown.

## **SECTION 8. BREACHES**

### **8.1. Material Breach by Developer.**

The Developer shall commit a material breach: (1), if Developer fails to perform any material obligation under this Agreement (including the time schedule) or its breach of any material representation contained herein; (2), if Developer obtains sufficient financing to complete the Project and fails to proceed with the development and construction of the Project; (3), if Developer fails to continue to advance construction or provide men and materials for the development of the site for more than ninety (90) working days; (4), if Developer fails to construct some or all of the structures contemplated by the specifications; or (5), if Developer is in default under any financing agreement.

### **8.2. Tolling of Performance.**

In the event Developer fails to take the actions specified above within the time frames specified above as a result of any Township authority's failure to act in a reasonably diligent fashion, the deadlines specified above shall be tolled and Developer shall be deemed to not be in default for the period of tolling. In those circumstances where there is a time established by statute for governmental action an action within such time period shall be defined as reasonably diligent.

### **8.3. Material Breach by Township.**

Subject to the Terms and Conditions of this Agreement, Township shall commit a material breach: (a), if it fails to perform any obligation of Township under this Agreement; (b), if it fails to provide Off-Site Improvements/Utilities and Infrastructure to the Lot Line as required hereunder; (c), if it takes some action that precludes the Developer's ability to ensure that the Property is developed or placed in service as per IRS regulations; d) any representation by Township proves materially false; or e) if it fails to cooperate and assist the Developer in applying for tax credits or such other form of financing as Developer may seek, or failure to support applications to any Governmental Authority in support of the Project as reasonably requested by the Developer, provided such resolution does not increase any

financial or other responsibilities of Township's under this agreement or violate any law, rule or regulation.

**8.4. Consequence of Material Breach.**

If either party commits a material breach of this agreement the non-breaching party (hereinafter "innocent party") may elect to void this agreement upon thirty (30) days written notice to the other party and pursue all legal and/or equitable remedies. If voided, the innocent party shall be deemed to have voided the agreement with cause. An innocent party shall bear no responsibility to a breaching party if it voids this agreement with cause. A party who commits a material breach shall be responsible for all reasonable actual out-of-pocket expenses caused solely by its breach and any other damages sustained by the innocent party.

**8.5. Consequence of Immaterial Breach.**

If either party commits an immaterial breach of this agreement, the innocent party shall only have a right to seek to enforce this agreement.

**SECTION 9. NO DEFAULT**

**9.1. No Default by Developer.**

Notwithstanding anything to the contrary set forth in this agreement, the Developer shall not be deemed in default of this agreement if:

1. Township fails to perform any material obligation under this agreement and Township fails to cure the breach upon formal notice by Developer and a reasonable opportunity to cure and that said lack of performance causes Developer to fail to meet its responsibilities as to material requirements hereunder; or
2. The Developer fails to satisfy any of the foregoing conditions or is unable to perform any covenants required of the Developer under this agreement, because the Developer is prevented or delayed from doing so by reason of failure or denial of Governmental Approvals or governmental pre-emption in connection with a national emergency or in connection with any rule, order or regulation of any Governmental Authority or by reason of the conditions of supply and demand or any

other matter beyond the reasonable control by the Developer, including but not limited to weather conditions, fire, casualty or other Acts of God; or

3. Developer is unable to obtain sufficient funding or financing to support the construction and operation of the Project.

**9.2. No Default by Township.**

Notwithstanding anything to the contrary set forth in this agreement, the Township shall not be deemed to be in default of this agreement if:

1. Developer fails to perform any material obligations under this agreement and said lack of performance causes Township to fail to meet its responsibilities under this agreement.

2. Township fails to satisfy the conditions of this agreement because Township is prevented or delayed from doing so by Governmental Authorities.

**SECTION 10. INDEMNIFICATION**

**10.1. Indemnification by Developer.**

Except as otherwise set forth in this agreement, the Developer shall indemnify, defend and hold Township harmless from and against any and all claims, liabilities, losses, damages, penalties and costs, including without limitation, counsel, engineering or other professional or expert fees which Township may incur or may have incurred, to the extent resulting from:

1. A material misrepresentation or false warranty by the Developer; or

2. A material breach by the Developer of any term, condition or covenant of this agreement on the Developer's part to be performed, unless resulting from the negligence or improper conduct of Township or a breach by Township of any term, covenant, condition, representation or warranty set forth in this agreement or any agreement referred to in this agreement.

**10.2. Indemnification by Township.**

Except as otherwise provided by this agreement, Township shall indemnify, defend and hold the Developer, its officers, directors and shareholders harmless from and against any and all claims, liabilities, losses, damages, penalties and costs, including without limitation, counsel, engineering or other

professional or expert fees which the Developer, its officers, directors or shareholders may incur or may have incurred, to the extent resulting from:

1. A material misrepresentation or false warranty by Township;
2. A material breach by Township of any material term, condition or covenant of this agreement on the Township's part to be performed unless resulting from the negligence or improper conduct of the Developer or a breach by the Developer of any term, covenant, condition, representation or warranty set forth in the agreement or any agreement referred to in this Agreement.

#### **SECTION 11. EFFECTIVE DATE OF DEVELOPMENT AGREEMENT**

11.1 This Agreement shall only become effective upon approval of the Superior Court of New Jersey, Law Division having jurisdiction over a certain action entitled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15, or by the New Jersey Council on Affordable housing or any other entity having the authority to approve same. The Township represents that this Agreement will be before the Superior Court of New Jersey, Mercer County for approval as part of the final hearing on the Township Housing Element and Fair Share Plan on September 26, 2018.

#### **SECTION 12. MISCELLANEOUS**

##### **12.1. Authority to Sign.**

The individuals signing this agreement represent and warrant that they have the authority to sign this agreement and bind the party on behalf of whom they are signing.

##### **12.2. Severability.**

In the event any one or more of the terms, conditions or covenants set forth in this agreement is declared for any reason, by a court of competent jurisdiction, to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the other terms, conditions or covenants not declared to be void or unenforceable, but all of the remaining terms, conditions, and covenants not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

##### **12.3 Breach.**

A waiver of a breach of a provision of this agreement by one party shall not constitute a waiver of any other provision or the same provision at a different time.

**12.4. Notices.**

All notices and other communications hereunder shall be in writing (whether or not a writing is expressly required hereby), and shall be deemed to have been given (i) on the same day if hand delivered, sent by facsimile transmission ("fax"), or sent by an overnight express mail service or courier, to the respective parties at the below fax numbers or addresses (or at such other fax number as a party may hereafter designate for itself by notice to the other party as required hereby), or (ii) if mailed, then on the next business day following the date on which such communication is deposited in the United States mails, by first class certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby):

If to Township:	Township Clerk Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650 Phone: (609) 586-0311 Fax: (609) 890-3632
With a copy to:	Gerald J. Muller, Esquire 1 Palmer Square, Suite 540 Princeton, NJ 08542  Lindsay L. Burbage, Esquire Hamilton Township 2090 Greenwood Avenue Hamilton, NJ 08609
If to the Developer:	Timothy J. Doherty, Executive Director _____, President Project Freedom, Inc. 1 Freedom Blvd. Lawrenceville, NJ 08648 Phone: 609-278-0075 Fax: 609-278-1250

With a copy to:           John H. Dumont, Esquire  
                                   Dumont & Watson  
                                   600 Alexander Road, Suite 1-1  
                                   P.O. Box 3349  
                                   Princeton, NJ 08543-3349  
                                   Phone: 609-688-8400 x 230  
                                   Fax: 609-688-9353

**12.5. Agreement Governed by Law of the State of New Jersey.**

This agreement shall be governed by the laws of the State of New Jersey.

**12.6. Entire Agreement.**

This agreement replaces all prior oral and written understandings between the parties and shall constitute the entire agreement between the parties. No change, addition or modification to this agreement shall be effective unless signed in writing by both the Developer and Township.

**12.7. Assignment.**

This Agreement may be assigned by either party to an affiliated entity or an entity in which it maintains an interest. Otherwise, this Agreement may not be assigned by either party.

**12.8. Arbitration.**

Any dispute arising under, out of, in connection with or in relation to this Agreement, shall be determined and settled by arbitration in Mercer, New Jersey, pursuant to the rules then obtaining of the American Arbitration Association. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered thereon. The Arbitrator shall either be a retired New Jersey Superior Court or retired United States District Court judge, mutually selected by the parties.

**1.9. Binding Effect.**

This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**12.10. Counterparts.**

This agreement may be signed in one or more counterparts, each of which shall be deemed an original.

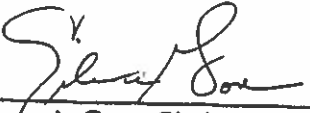
**12.11. Effective Date.**

For the purposes set forth herein, the effective date of this agreement shall be the date on which a fully executed copy of this agreement is delivered to the Developer and Township.

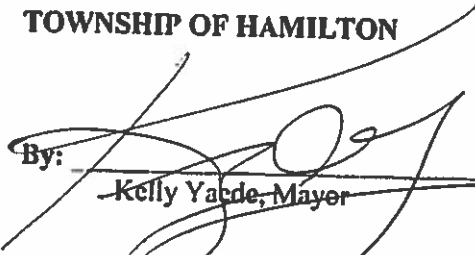
The Background Preamble of this Agreement is incorporated and made a part of this Agreement as if same were more fully set forth herein.

Signed and sealed by the parties.


**ATTEST:**

  
\_\_\_\_\_  
Eileen A. Gore, Clerk

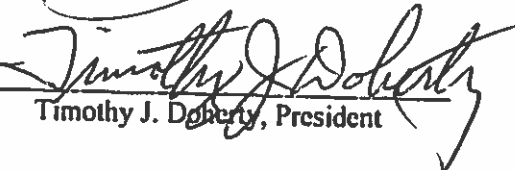
**TOWNSHIP OF HAMILTON**

By:   
\_\_\_\_\_  
Kelly Yacde, Mayor

**ATTEST:**

  
\_\_\_\_\_  
John H. Dumont

**PROJECT FREEDOM, INC.**

By:   
\_\_\_\_\_  
Timothy J. Doherty, President

**EXHIBITS**

---

**Exhibit A**

**Land Description**

**Exhibit B**

**Project Freedom Renderings**

**Project Freedom Development Agreement revised 8-20-18**



## EXHIBIT A



Send to Printer Print to PDF

## PROPERTY DETAIL

State: <b>NEW JERSEY</b>	County: <b>MERCER</b>	Municipality: <b>HAMILTON TWP</b>
Block: <b>2163</b>	Lot: <b>3</b>	

## Property Information

<b>Street Address</b>	WH-MER RD
<b>Owner Name</b>	TWP OF HAMILTON
<b>Mailing Address</b>	2090 GREENWOOD AVE, TRENTON, NJ 08609
<b>Block</b> 2163	<b>Lot</b> 3
<b>Additional Lots</b>	11811-

## Assessment Data

<b>Land Value</b>	\$ 15,495,000	<b>Tax Year</b>	12/31/2017
<b>Improvement</b>	\$ 0	<b>Taxes</b>	\$ 426,422 Estimated
<b>Total Value</b>	\$ 15,495,000	<b>Tax Dist.</b>	F08

## \*Property Use

Public Property  
*\*Not to be used to determine "residential use" for the purposes of P.L. 2004, c. 66, section 8.*

## Transfer Data

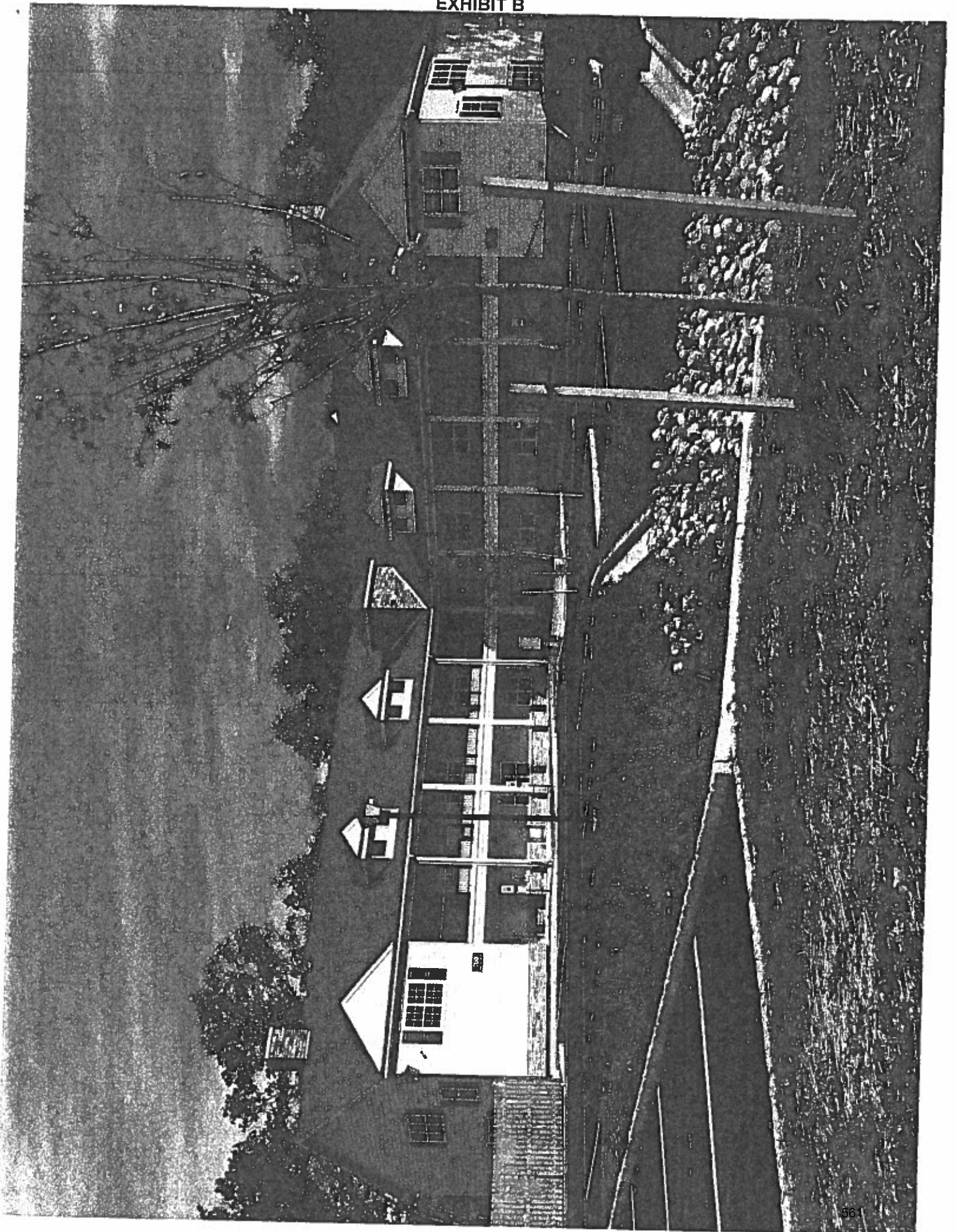
<b>Sale Price</b>	\$ 1275000
<b>Book / Page</b>	02130 / 00189

## Miscellaneous Data

<b>Community Number</b>	03
<b>Map</b>	135
<b>Lot Size</b>	121.4 AC

View Tax Map:





TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 030

1ST READING June 19, 2018 DATE TO MAYOR November 21, 2018  
2ND READING & PUBLIC HEARING July 17, 2018 DATE RESUBMITTED TO COUNCIL \_\_\_\_\_  
WITHDRAWN \_\_\_\_\_ LOST Aug. 21, 2018 DATE EFFECTIVE December 17, 2018  
November 20, 2018

APPROVED AS TO FORM AND LEGALITY

[Signature]  
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

[Signature]  
TITLE

**ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 550, LAND DEVELOPMENT, ARTICLE III, DISTRICT REGULATIONS, § 550-94, SPECIAL HOUSING ZONE III**

*Be It Ordained* by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the *Land Development Code, Hamilton Township, New Jersey, Chapter 550, Land Development, Article III, District Regulations, § 550-94, Special Housing Zone III*, as amended and supplemented, be further amended and supplemented as follows:

**Chapter 550**

**LAND DEVELOPMENT**

**ARTICLE III. DISTRICT REGULATIONS**

18 030

**§ 550-94. Special Housing Zone III.**

**A. Permitted Uses:**

- (1) Multi-family, townhouses, and single-family attached or detached homes that are affordable to households of low- and moderate-income and are eligible for affordable housing credit against the Township's affordable housing obligation.
- [(2)] [Manager's unit, limited to one (1) unit. Said unit shall be occupied by staff of the development and is not required to be reserved for a low or moderate income household.]
- [(3)2] Public parks, playgrounds, conservation areas and public purpose uses.
- [(4)3] Public recreational and community center buildings and grounds.
- [(5)4] Building structures and uses owned and operated by the Township of Hamilton.

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

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 030

**ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 550, LAND DEVELOPMENT, ARTICLE III, DISTRICT REGULATIONS, § 550-94, SPECIAL HOUSING ZONE III**

B. Accessory Uses:

.....

.....

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

I. Affordable units shall be provided in accordance with:

.....

- (3) At least 13% of the units shall be affordable to very-low income households, 37% of the units shall be affordable to low-income households, and 50% of the units may be affordable to moderate-income households. An odd number shall be split in favor of the low-income unit.
- (4) In addition to addressing the requirements of COAH and UHAC noted above, the affordable units shall be developed in accordance with the following:
  - (a) The affordable units cannot be age-restricted units;
  - (b) The bedroom distribution requirements pursuant to N.J.A.C. 5:93-7.3 and N.J.A.C. 5:80-26.3(b).
  - (c) The unit distribution requirements pursuant to N.J.A.C. 5:80-26.3.
  - [(d)] [The very-low income distribution requirements pursuant to the NJ Fair Housing Act, N.J.S.A. 52:27D-329.1.]
  - [(e)d] The length of controls requirement and deed restrictions pursuant to N.J.A.C. 5:80-26.11, except that the length of the Control Period may be limited to 45 years.
  - [(f)e] The phasing requirements pursuant to N.J.A.C. 5:93-5.6(d).
  - [(g)f] The accessibility and adaptability requirements pursuant to N.J.A.C. 5:97-3.14.

18 030

.....  
**§550-95. Through § 550.110. (Reserved)**

TOWNSHIP OF HAMILTON  
 COUNTY OF MERCER, NEW JERSEY

**ORDINANCE** No. 18 030

**ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 550, LAND DEVELOPMENT, ARTICLE III, DISTRICT REGULATIONS, § 550-94, SPECIAL HOUSING ZONE III**

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

This Ordinance shall take effect 20 days after action or inaction by the Mayor as provided for by law or an override of a mayoral veto by the Council, whichever is applicable; upon filing with the Mercer County Planning Board; upon publication according to law; and upon approval of this Ordinance by the Superior Court of New Jersey, Law Division having jurisdiction over a certain action entitled *In the Matter of Hamilton Township*, Docket No. MER-L-1573-15 or by the New Jersey Council on Affordable Housing.

18 030

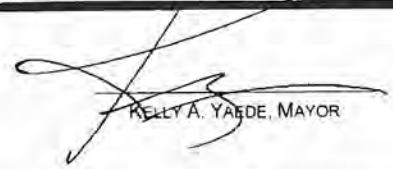
  
 PRESIDENT

  
 MUNICIPAL CLERK

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

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

REJECTED \_\_\_\_\_  
 APPROVED   
 RECONSIDERED BY COUNCIL \_\_\_\_\_    OVERRIDE VOTE    AYE \_\_\_\_\_    NAY \_\_\_\_\_

  
 KELLY A. YARDE, MAYOR

11/26/18  
 DATE

L:\COUNCIL\Ordinance\LANDDEVL\2018 Revisions\Sec 550-94.Project\Freedom-Justice\Samuel\Aito Jr\Way 6-12-18.doc

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

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

**ORDINANCE**

No. 18 011

1ST READING **March 6, 2018**

DATE TO MAYOR **March 22, 2018**

2ND READING & PUBLIC HEARING **March 20, 2018**

DATE RESUBMITTED TO COUNCIL \_\_\_\_\_

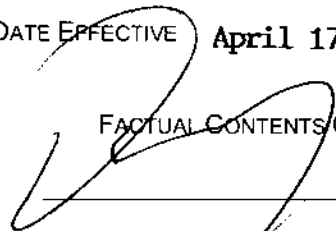
WITHDRAWN \_\_\_\_\_ LOST \_\_\_\_\_

DATE EFFECTIVE **April 17, 2018**

APPROVED AS TO FORM AND LEGALITY

FACTUAL CONTENTS CERTIFIED TO BY

  
TOWNSHIP ATTORNEY

  
TITLE

**ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 550, LAND DEVELOPMENT, ARTICLE II, ZONING DISTRICTS; MAP, § 550-42, ZONING MAP, AND ARTICLE III, DISTRICT REGULATIONS, § 550-94, SPECIAL HOUSING ZONE III**

Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the *Land Development Code, Hamilton Township, New Jersey, Chapter 550, Land Development, Article II, Zoning Districts; Map, § 550-42, Zoning Map, and Article III, District Regulations, § 550-94, Special Housing Zone III*, as amended and supplemented, be further amended and supplemented as follows:

**Chapter 550**

**LAND DEVELOPMENT**

**ARTICLE II. ZONING DISTRICTS; MAP**

.....  
**§ 550-42. Zoning Map.**

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

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

.....  
**ARTICLE III. DISTRICT REGULATIONS**

.....  
**§ 550-94. Special Housing Zone III.**

**A. Permitted Uses:**

18 011

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

ORDINANCE

No. 18 011

ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 550, LAND DEVELOPMENT, ARTICLE II, ZONING DISTRICTS; MAP, § 550-42, ZONING MAP, AND ARTICLE III, DISTRICT REGULATIONS, § 550-94, SPECIAL HOUSING ZONE III

- (1) Multi-family, townhouses, and single-family attached or detached homes that are affordable to households of low- and moderate-income and are eligible for affordable housing credit against the Township's affordable housing obligation.
- (2) Manager's unit, limited to one (1) unit. Said unit shall be occupied by staff of the development and is not required to be reserved for a low or moderate income household.
- (3) Public parks, playgrounds, conservation areas and public purpose uses.
- (4) Public recreational and community center buildings and grounds.
- (5) Building structures and uses owned and operated by the Township of Hamilton.

B. Accessory Uses:

- (1) Decks and patios which shall be uniform in size and materials and complement the architectural style and design of the dwelling unit and the overall design, as established during the site plan review and approval process. All decks and patios shall be constructed when the development is constructed.
- (2) Off-street parking and private garages.
- (3) Fences and walls which shall be uniform in size and materials and complement the architectural style, type and design of the dwelling unit and the overall project design, as established during the site plan review and approval process. All fences and walls shall be constructed when the development is constructed.
- (4) Entrance gatehouses and structures provided such structure(s) are located along entrance roadway(s) to the property, are located outside of any required site triangle, and are designed to complement the architectural style and the overall project design.
- (5) Community amenities, such as but not limited to pool, clubhouse, walking trails.
- (6) Signs.
- (7) Temporary sales or construction trailer(s).
  - (a) The trailer(s) shall be located on the same lot as the principal permitted use and shall meet all setback requirements for principal buildings in the zone.
  - (b) The trailer(s) shall be shown on the site plan for the principal permitted use and shall be reviewed by the administrative officer on an individual case basis in accordance with the performance standards in § 550-120.
  - (c) The trailer(s) shall be permitted to remain only for the period of construction, renting or sale of the permitted use.
  - (d) Only one sales trailer and two construction trailers are permitted per project.

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(8) Roof-mounted solar or photovoltaic energy-generating facility.

**C. Conditional Uses:**

(1) None.

**D. Area and Yard Requirements:**

(1) Tract Development.

- (a) Minimum tract area: 9 acres
- (b) Minimum tract frontage: 200 feet
- (c) Minimum number of affordable units: 72
- (d) Bulk Requirements

<u>Minimum yards (feet)</u>	
<u>Front</u>	<u>50</u>
<u>Rear</u>	<u>50</u>
<u>Side</u>	<u>50</u>
<u>Maximum impervious coverage</u>	<u>50%</u>
<u>Maximum principal building height</u>	<u>2.5 stories, but not to exceed 40 feet</u>
<u>Maximum accessory building height</u>	<u>30 feet</u>

(e) Lot sizes and dimensions, yard sizes and building arrangement may be freely disposed and arranged, in accordance with the following standards:

1. No portion of a dwelling shall be closer than 15 feet to the right-of-way of a local internal road or 50 feet to a public road existing at the time the application for development is deemed complete or any planned public road.
2. End wall (no openings) to end wall: 12 feet minimum.
3. Any building face to street curb: 20 feet minimum.
4. End wall to window wall: 30 feet minimum.
5. Any building face to parking area: 12 feet minimum.
6. Window wall to window wall: 50 feet minimum



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7. Landscape buffer required to street: 30 feet
8. Landscape buffer required to lot line: 30 feet
- E. Natural features and critical areas, such as treed areas, scenic views; historic sites; natural terrain including steep slopes and open waters; wetlands and associated buffers; wildlife corridors; natural drainage lines; open space of high ecological value; and other community assets shall be preserved as much as practical.
- F. Architectural Standards:
- (1) Building exteriors are encouraged have vertical and/or horizontal offsets to create visual breaks on the exterior.
- (2) A variety of building heights is encouraged in a single development.
- (3) A variety of building setbacks, rooflines, color schemes, and elevations shall be required in the development to avoid a repetitious or monotonous streetscape to the extent practical.
- (4) The exteriors of all buildings in the development, including accessory buildings, shall conform architecturally and be constructed of materials of like character.
- (5) Each building and combined complex of units shall have a compatible architectural theme with variations in design to provide attractiveness to the development, which shall include consideration of landscaping techniques, building or orientation to the site and to other structures, topography, natural features and individual dwelling unit design, such as varying unit width, staggering unit setbacks, providing different exterior materials, changing rooflines and roof designs, altering building heights and changing types of windows, shutters, doors, porches, colors and vertical or horizontal orientation of the facades, singularly or in combination, for each unit.
- (6) In order to prevent the development of long and monotonous buildings and ridgelines, which serve to increase the sense of density, lack interest and liken the development to a barracks, overall structures of attached townhouses shall consist of no more than eight townhouse dwelling units. There shall be at least three different ridgeline heights in each overall structure of attached townhouses, which shall vary by at least three feet. In any overall structure of attached townhouses, no more than two adjacent dwelling units shall have the same setback. Setbacks shall vary by at least eight feet.
7. The monotony of long overall structures of attached townhouses is considerably diminished when such structures are sited on gently rolling lands. In such instances, the Planning Board may approve the construction of overall structures of attached townhouses containing nine or 10 townhouse dwelling units.
- G. Each development shall provide for the removal of trash and garbage. Storage of trash and garbage shall be subject to Planning Board review and approval.

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- H. Artificial lighting shall be provided along all walks, paths and interior roads and driveways and in all off-street parking areas with sufficient illumination for safety and convenience.
- I. Affordable units shall be provided in accordance with:
- (1) A Developer's Agreement is required to establish low/moderate apportionment, very-low income requirement per N.J.S.A. 52:27D-329.1, bedroom distribution, unit size, etc.
  - (2) The affordable units shall be developed in accordance with the Council on Affordable Housing's (COAH's) regulations at N.J.A.C. 5:93 and the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et seq., which govern the administration and affordability controls of affordable units in New Jersey, with one exception. The exception is for 13% very-low income housing at 30% of the regional median income instead of the UHAC requirement of 10% very-low income housing at 35% of the regional median income.
  - (3) At least 13% of the units shall be affordable to very-low income households, 37% of the units shall be affordable to low-income households, and 50% of the units may be affordable to moderate-income households. An odd number shall be split in favor of the low-income unit.
  - (4) In addition to addressing the requirements of COAH and UHAC noted above, the affordable units shall be developed in accordance with the following:
    - (a) The affordable units cannot be age-restricted units;
    - (b) The bedroom distribution requirements pursuant to N.J.A.C. 5:93-7.3 and N.J.A.C. 5:80-26.3(b).
    - (c) The unit distribution requirements pursuant to N.J.A.C. 5:80-26.3.
    - (d) The very-low income distribution requirements pursuant to the NJ Fair Housing Act, N.J.S.A. 52:27D-329.1.
    - (e) The length of controls requirement and deed restrictions pursuant to N.J.A.C. 5:80-26.11, except that the length of the Control Period may be limited to 45 years.
    - (f) The phasing requirements pursuant to N.J.A.C. 5:93-5.6(d).
    - (g) The accessibility and adaptability requirements pursuant to N.J.A.C. 5:97-3.14.
- J. In the Special Housing Zone III, a ground sign shall be permitted for the purpose of identifying a multi-family dwelling project. It shall not exceed 30 square feet in area and not more than one such sign shall be placed on a property unless such property fronts upon more than one street, in which instance a sign may be erected on each frontage. The sign shall not exceed the height of six feet and shall not be located within 10 feet of a public street, parking area or driveway and shall in no way interfere with the safe

TOWNSHIP OF HAMILTON  
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ORDINANCE No. 18 011

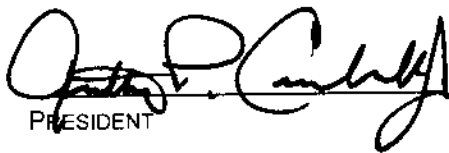
ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 550, LAND DEVELOPMENT, ARTICLE II, ZONING DISTRICTS; MAP, § 550-42, ZONING MAP, AND ARTICLE III, DISTRICT REGULATIONS, § 550-94, SPECIAL HOUSING ZONE III

function of any traffic control signal or directional device nor be located within an intersection sight triangle easement.

§550-9[4]5. Through § 550.110. (Reserved)

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

This Ordinance shall take effect 20 days after action or inaction by the Mayor as provided for by law or an override of a mayoral veto by the Council, whichever is applicable; upon filing with the Mercer County Planning Board; upon publication according to law; and upon approval of this Ordinance by the Superior Court of New Jersey, Law Division having jurisdiction over a certain action entitled *In the Matter of Hamilton Township*, Docket No. MER-L-1573-15 or by the New Jersey Council on Affordable Housing.

  
PRESIDENT

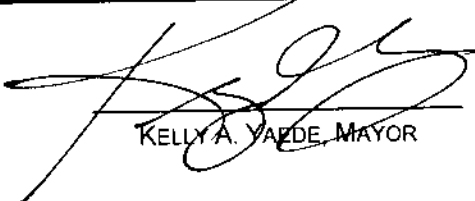
  
MUNICIPAL CLERK

18 011

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

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

REJECTED \_\_\_\_\_  
APPROVED ✓  
RECONSIDERED BY COUNCIL \_\_\_\_\_      OVERRIDE VOTE    AYE \_\_\_\_\_    NAY \_\_\_\_\_

  
KELLY A. YARDE, MAYOR      2-28-15  
DATE

L:\COUNCIL\Ordinance\LANDDEVL\2018 Revisions\Sec.550-42&Sec.550-94.Project\Freedom-JusticeSamuelAlitoJrWay.Rev3-6-18.doc

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



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Use Regulation  
Mail Code 501-02A, P. O. Box 420  
Trenton, New Jersey 08625-0420  
[www.state.nj.us/dep/landuse](http://www.state.nj.us/dep/landuse)

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

BOB MARTIN  
*Commissioner*

JUL 26 2016

John F. Ricci  
Hamilton Twp. Dept. of Water Pollution Control  
300 Hobson Avenue  
Hamilton, NJ 08610

RE: Authorization for Freshwater Wetlands Letter of Interpretation - **Extension**  
File No.: 1103-10-0004.1  
Activity Number: FWW160001  
Applicant: Hamilton Twp. Dept. of Water Pollution Control  
Block(s) and Lot(s): [2163, 3]  
Hamilton Township, Mercer County

Dear Mr. Ricci:

The Division issued an original Freshwater Wetlands Letter of Interpretation (LOI) for the referenced site on March 15, 2011. You have requested that this LOI be extended in accordance with the requirements at N.J.A.C. 7:7A-3.6.

After review of the most recently updated resource value information and a site inspection conducted by Division staff on July 21, 2016, the Division hereby extends the original LOI without modification to **March 14, 2021**, five years from expiration of the original LOI. Please be advised that wetland resource value of the wetlands on the property is subject to change if new information is received by the Division.

### Appeal Process

In accordance with N.J.A.C. 7:7A-1.7, any person who is aggrieved by this decision may request a hearing within 30 days after notice of the decision is published in the DEP Bulletin by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, 401 East State Street, P.O. Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist which can be downloaded at [www.state.nj.us/dep/landuse/forms](http://www.state.nj.us/dep/landuse/forms). The DEP bulletin is available through the Department's website at [www.state.nj.us/dep/bulletin](http://www.state.nj.us/dep/bulletin).

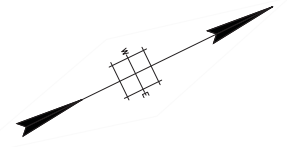
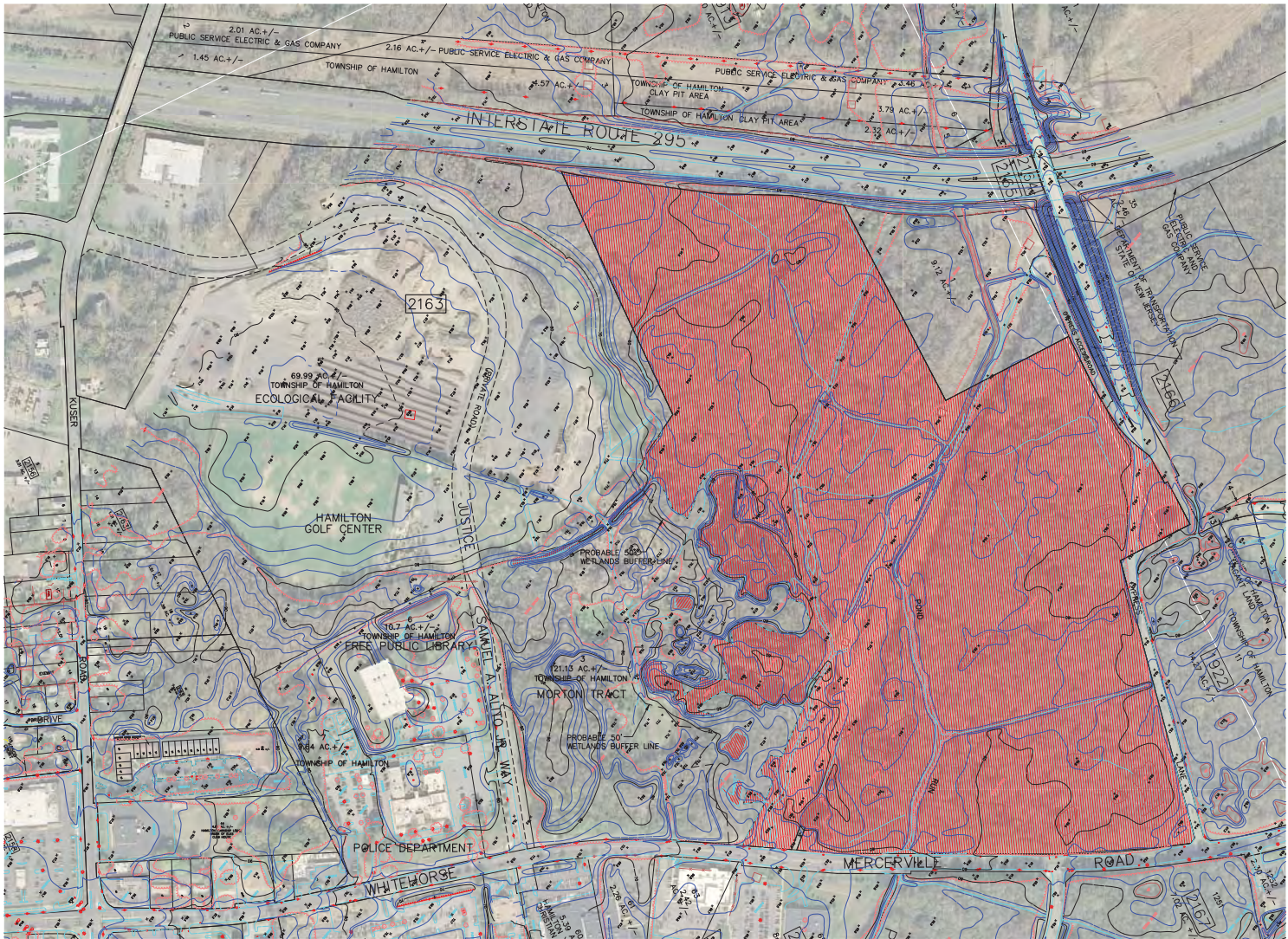
Please contact Ariana Tsiattalos of our staff by e-mail at [Ariana.Tsiattalos@dep.nj.gov](mailto:Ariana.Tsiattalos@dep.nj.gov) or by phone at (609) 633-6563 should you have any questions regarding this letter. Be sure to indicate the Department's file number in all communication.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Ryan", with a stylized flourish at the end.

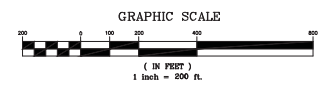
Patrick Ryan, Environmental Specialist 3  
Division of Land Use Regulation

c: Hamilton Township Municipal Clerk  
Hamilton Township Municipal Construction Official  
Agent (original) – Richard W. Watson



**AREA SUMMARY:**

- Total Acreage for Lot 3, Block 2163:  
121.13 AC.±
- TOTAL WETLAND ACREAGE FROM REFERENCE PLAN:  
93.74 AC.± (SHADED AREA)
- TOTAL REMAINING UPLANDS:  
27.39 AC.±
- TOTAL USABLE AREA OUTSIDE OF PROBABLE WETLANDS 50FT. BUFFER LINE:  
20.73 AC.±



**NOTES:**

- 1.) BASE MAP AND PROPERTY LINE INFORMATION SHOWN HEREON TAKEN FROM TAX MAP SHEETS 135, 183, 182, 180 & 179.
- 2.) TOPOGRAPHIC & PLANIMETRIC INFORMATION SHOWN HEREON TAKEN FROM HAMILTON TOWNSHIP SHEETS J5, J6, K6, K7 & L6.
- 3.) FRESHWATER WETLAND BOUNDARY TAKEN FROM DIGITAL FILE FOR A PLAN ENTITLED "PLAN SHOWING FRESHWATER WETLANDS OF BLOCK 2163, LOT 3 PREPARED FOR THE TOWNSHIP OF HAMILTON" PREPARED BY VAN-NOTE HARVEY ASSOCIATES, P.C., DATED DECEMBER 17, 2010, ORDER No. 40043-300-31, SHEETS 1 AND 2 OF 2.

TOWNSHIP OF HAMILTON MERCER COUNTY NEW JERSEY DEPARTMENT OF COMMUNITY PLANNING AND COMPLIANCE DIVISION OF ENGINEERING <small>RICHARD S. WILLIAMS PE, PP DIRECTOR      RICHARD S. WILLIAMS PE, PP TOWNSHIP ENGINEER</small>			
<b>PROPOSED ENTERTAINMENT          DISTRICT AREA PLAN SHOWING          WETLAND AREAS AND BUFFER LINE</b>			
DES. BY	DATE	SCALE AS SHOWN	DRAWING NO.
CHK. BY	DATE	P.L. NO. BY	
DWG. BY	DATE	BK.	PG.
CHK. BY	DATE		

**RICHARD S. WILLIAMS**  
N.J. PROFESSIONAL ENGINEER NO. GE-25271

Project Freedom Information as per N.J.A.C. 5:93-5.5

1. Hamilton Township owns the site.
2. The administrative mechanism to construct the proposed housing is Project Freedom.
3. The administrative mechanism that will income qualify applicants and administer the units once they are occupied will either be Project Freedom or Piazza & Associates, Inc.
4. *Pro forma*: see the attached estimate.
5. Project Freedom will apply for Low Income Housing Tax Credits in 2019 or 2020. Adequate source of funding is addressed further in paragraph 8 of the December 19, 2018 Settlement Agreement.
6. A construction schedule has not yet been established. Project Freedom is in its due diligence phase in terms of review and evaluation of environmental conditions on the site.

## 37. RED OAK APARTMENTS



## PROJECT / PROGRAM INFORMATION FORM

Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

### PART A -- PROJECT HEADER

Municipality: Hamilton Township Township County: Mercer

Project or Program Name: Red Oak Manor (Project 28)

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

\_\_\_\_\_

Preliminary Approval

\_\_\_\_\_

Final Approval

\_\_\_\_\_

Under Construction or Partial RCA payments transferred

\_\_\_\_\_

Completed (all affordable certificates of occupancy (C.O.) issued or all RCA funds transferred)

Received LIHTC in 2000

Deleted from Plan

(date approved by COAH)

\_\_\_\_\_

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy -- Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units<sup>1</sup>

Inclusionary

Rehabilitation

100 Percent Affordable

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

<sup>1</sup> See N.J.A.C. 5:94-4.11

**PART B – PROJECT DETAIL** (Complete all applicable sections)

OAH Round Rules Used: Round 1 Round 2  Round 3

Project Address: 2300 South Broad Street

Project Block/Lot/Qualifier (list all) Block 2378, Lot 7

Project Acreage: \_\_\_\_\_

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed  Private Developer

Project Developer: Steve Altman Group

Planning Area (circle all that apply)

<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 4B	<input type="checkbox"/> 5	<input type="checkbox"/> 5B
Highland Preservation CAFRA	Highlands Planning Area Category 1 Watershed		Pinelands		Meadowlands	

Credit Type (circle one)

Prior Cycle (1980-1986)  Post-1986 Completed  Proposed/Zoned  Rehabilitation

Credit Sub-Type

Addressing Unmet Need  Extension of Controls

Construction Type (circle one)  New (includes reconstruction and conversions)  Rehabilitation

Flags (circle all that apply)

<input type="checkbox"/> Conversion Result of Growth Share Ordinance RCA Receiving Project	<input type="checkbox"/> Court Project High Poverty Census Tract Reconstruction	<input type="checkbox"/> Density Increase Granted Off-Site Part of Redevelopment Plan	<input type="checkbox"/> Mediated Project Partnership Project
--	---	---	--

Project Waiver granted      yes      no      Round waiver was granted      R1      R2      R3

Type of Waiver \_\_\_\_\_

Number of market units proposed      34      Number of market units completed      34

Condo Fee percentage (if applicable) \_\_\_\_\_

Affordability Average Percentage <sup>2</sup> \_\_\_\_\_

**For Contributory or Combination Sites**

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

Municipal or RCA funds committed to project \_\_\_\_\_

<sup>2</sup> "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds expended \_\_\_\_\_

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202  
 HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family  
 UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees  
 Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding  
 Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP  
 DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit  
 HMFA HMFA HOME MONI Section 8 Small Cities Other \_\_\_\_\_

Effective date of affordability controls 2000

Length of Affordability Controls (in years) 30 or Perpetual

Administrative Agent Altman Group

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted \_\_\_\_\_ Sales \_\_\_\_\_ Rentals 140 Total age-restricted \_\_\_\_\_ Sales \_\_\_\_\_ Rentals \_\_\_\_\_

*HTC from HMFA. Requested information from HMFA. See letter from HMFA stating that they are not legally permitted to provide information.*

Complete the chart for the number of non-age-restricted and age-restricted units that are restricted for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income <sup>3</sup>	_____	_____
35% of median income <sup>4</sup>	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income  
 35% = greater than 30 percent and less than or equal to 35 percent of median income  
 50% = greater than 35 percent and less than or equal to 50 percent of median income  
 80% = greater than 50 percent and less than 80 percent of median income

<sup>3</sup> Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

<sup>4</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

**Bedroom Distribution of Affordable Units**

Sale units	Efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	Efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	Efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	Efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

LIHTC from HMFA. Requested information from HMFA. See letter from HMFA stating that they are not legally permitted to provide information.

**Completed Units**

Number of affordable units completed in this project 140

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls \_\_\_\_\_

**PART D - (completed by Sending Municipality)**

For Regional Contribution Agreements (RCA)

Sending Municipality \_\_\_\_\_ County \_\_\_\_\_

RCA Receiving Municipality \_\_\_\_\_ County \_\_\_\_\_

COAH approval date \_\_\_\_\_

Number of units transferred \_\_\_\_\_ Cost per unit \_\_\_\_\_

Total transfer amount \_\_\_\_\_ Amount transferred to date \_\_\_\_\_

For Partnership Program

Sending Municipality \_\_\_\_\_ County \_\_\_\_\_

Partnership Receiving Municipality \_\_\_\_\_ County \_\_\_\_\_

Name of Project \_\_\_\_\_

Credits for Sending Municipality \_\_\_\_\_

Total transfer amount \_\_\_\_\_ Amount transferred to date \_\_\_\_\_

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LIHTC Database Access: HTML Output

page 1 of 1

HUD ID Number:	NJA2000011
Project Name:	HAMILTON GARDENS (RED OAK)
Project Address:	2300 S BROAD ST
Project City:	TRENTON
Project State:	NJ
Project ZIP Code:	086105520
Total Number of Units:	174
Total Low-Income Units:	140
Number of Efficiency Units:	0
Number of 1 Bedroom Units:	88
Number of 2 Bedroom Units:	86
Number of 3 Bedroom Units:	0
Number of 4 Bedroom Units:	0
Placed-In-Service Year:	2000
Credit Allocation Year:	2000
Construction Type:	Information Not Available
For-profit/non-profit Sponsor:	For-Profit Sponsor
DDA/QCT Increased Basis:	No
Tax-Exempt Bond Financing:	Yes
FmHA/RHS 515 Loan Financing:	No
Credit Type:	Information Not Available



"McGlinchy, Kathy"  
<KMcGlinchy@DCA.state.nj.us>

02/28/2007 02:53 PM

To <Megan@cgplan.com>

cc

bcc

Subject RE: Hamilton Township - contacts

History:

✉ This message has been forwarded.

Megan,

Thanks for the info. I will pass the documents for the three projects to our staff that is reviewing projects for creditworthiness and to the planner.

*Kathy*

**From:** Megan@cgplan.com [mailto:Megan@cgplan.com]

**Sent:** Wednesday, February 28, 2007 2:45 PM

**To:** McGlinchy, Kathy

**Cc:** aschectel@hamiltonnj.com; Randy@cgplan.com

**Subject:** Hamilton Township - contacts

Kathy-

Attached are the contacts for Hamilton Township (Mercer County) affordable projects. There are no changes from last year's submission.

Also, we unearthed a few existing affordable projects that have not received COAH credit yet. We have preliminary documentation for three projects (Red Oak Manor, Alvin Gershen Apartments and Pond Run). I am attaching the documents for your reference. We are having difficulty collecting additional information that would most likely be required by COAH. The Township has requested the information from the project managers but they have not responded mainly because the reporting burden is high, the information is not readily accessible, and they are not required to. (Hamilton does not want to establish formal administrative agent relationships with them until we get the green light from COAH.) Since all 3 projects received financing through HMFA, we requested more information from HMFA. However, HMFA stated in the attached 12/13 letter that while they have the information, they cannot provide it. HMFA suggests that we contact the project managers, which we already did without much success. (In the case of Pond Run, we unsuccessfully requested that HMFA tell us what HMFA program it was a financed through but did not get a response.)

Do you have any advice on resolving this catch 22? In addition, after all documentation is submitted to COAH, when will the Township receive confirmation that the units are creditworthy. This confirmation will greatly impact the Township's Round III planning. The Township is using this interim period to firm up its round III plans.

Thanks for your input,

Megan



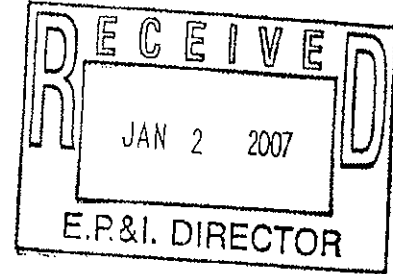
New Jersey Housing  
and Mortgage  
Finance Agency

Carl  
Please send  
to Sandy Costantino  
& Allen S  
L 1/2/07

Susan Bass Levin  
Chairman

Marge Della Vecchia  
Executive Director

December 13, 2006



The Honorable Glen D. Gilmore  
Mayor, Hamilton Township  
2090 Greenwood Avenue  
Post Office Box 0150  
Hamilton, NJ 08650-0015

Re: Hamilton Township, Mercer County  
COAH Monitoring Forms

Dear Mayor Gilmore:

This letter is in response to your correspondence of November 28, 2006.

In your letter, you have asked for HMFA to assist with filing COAH monitoring reports for three properties. As we understand it, two of the three projects have Tax Credits, and Hamilton Township believes these two projects are eligible for COAH credit. The third property is an HMFA refinanced project, which you also believe is COAH eligible. To receive COAH credit, municipal monitoring forms must be completed and sent to COAH.

With regard to the Tax Credit properties, unfortunately, HMFA is NOT legally permitted to release the information you have requested. Because it is part of a Tax Credit allocation, according to the IRS (and NJAC 5:80-33.36 (e), that information is confidential. To obtain that information, we recommend that you ask the property manager directly. The municipality or the Administrative Agent can then complete the monitoring forms and submit to COAH. While HMFA is unable to complete these forms, in an effort to assist you, enclosed please find a copy of the documents that are 'public records' that you have requested (i.e. the deed restrictions for the properties). The Administrative Agent is paid a service fee to complete this report.

The third property, Pond Run, is NOT a tax credit project. Your municipal Administrative Agent has been contracted (by your municipality) to perform this function and should contact the property manager for the project and obtain the necessary information. HMFA serves as an Administrative Agent that towns hire to complete this type of work - however; we are not Hamilton Township's Administrator. To assist you however, I have asked our HMFA Administrative Agent staff (HAS) to contact Community Grants and Planning (your municipal Administrative Agent) and discuss the matter.

The Honorable Glen D. Gilmore  
December 13, 2006  
Page -2-

If I can be of any further assistance, please feel free to contact me at (609) 278-7440 or have your staff or Administrative Agents call me directly.

Sincerely,



Marge Della Vecchia  
Executive Director



LIHTC # 582Prepared By: Martin G. Beushten

Signature



Received & Recorded Deed  
 Union County, NJ Inst. # 98256  
 8/23/2001 8:52  
 Joanne Rajoppi Consider. .00  
 County Clerk RT Fee .00  
 Operator RAPUANO

Print Name

DEED OF EASEMENT AND RESTRICTIVE COVENANT  
 FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of Aug 16, 2001 shall run with the land and is granted by HAMILTON AFFORDABLE HOUSING, L.L.C. and its successors and assigns (the "Owner") whose principal address is 115 New Street, Glenside, PA 19038 to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the IRS Form(s) 8609 for the building(s) described below, the Agency has issued Low Income Housing Tax Credits ("LIHTC") authorized under the Code in the annual amount of \$ 210,269 to be claimed by the Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The 12 building(s), which consist of a total of 174 residential rental units of which 139 are LIHTC units, and which will constitute a qualified housing project as defined in Section 42 of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as Red Oak Manor\* (the "Project") located at 2300 S. Broad Street, Hamilton, NJ, 08610, Municipal Tax Map Block No. 2378, Lot No. 7 in the County of Mercer, New Jersey, and title to which has been recorded in the County Clerk or Register's Office in Deed Book No. 3569 at Page No. 234-245, being more fully described as set forth in Attachment "A" hereto.
- (2) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low income unit fraction or the low income floor space fraction), and as provided by the Owner in its low income housing tax credit application (the "Application") is 79.18 percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period.

Extended Use Agreement for volume cap credits

Pg 1 of 7

\*formerly known as "Hamilton Garden Apartments"

DB5162-0101

- (3) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period on which such buildings are placed in service as a qualified low income housing project, and shall end on the date which is fifteen (15) years after the close of the initial fifteen (15) year compliance period, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (4) The extended use period shall terminate, subject to the provisions regarding low income tenancy and gross rent restrictions, on the date the buildings are acquired by foreclosure (or an instrument given in lieu of foreclosure), or on the last day of the one year period beginning on the date after the fourteenth (14) year of the initial compliance period that the Owner submits a written request to the Agency to present a qualified contract (as defined at Section 42(h)(6)(F) of the Code) for the acquisition of the buildings, if, and only if, the Agency is unable to present within that year's time, a qualified contract from a purchaser who will continue to operate such buildings as a qualified low income project.

Should the period terminate in this fashion prior to its full term, for a three year period after such termination, no low income tenant may be evicted, for other than good cause, nor may the gross rents be increased beyond that permitted under the Code and regulations promulgated thereunder.

- (5) The compliance period begins at the same time as the credit period. The Owner elects when to begin the credit period at the time the Owner's first tax return is filed with the Internal Revenue Service. Owner will begin the credit period on January 1, 2000.
- (6) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Owner in its Application requires that 40 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 60 percent or less of area median gross income (AMGI). The selection of this federal set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period
- (7)  If this box is checked, the Project is a Special Needs Project as defined in the 19\_\_  
N/A Qualified Allocation Plan, and as selected by the Owner in its Application and as such, the Owner must BOTH restrict 2% of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. With written approval from the Agency, the Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs.
- (8) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the

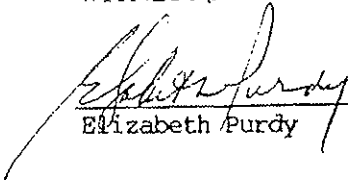
- building to which such Covenant applies is disposed of to such person.
- (9) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.
  - (10) This Covenant shall constitute an agreement between the Agency and the Owner which is enforceable in the courts of the State of New Jersey by the Agency or by an individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
  - (11) Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
  - (12) Owner agrees to obtain the consent of any recorded lien holder on the Project to this Covenant and such consent shall take the form of a Subordination Agreement between the lender and the Agency and shall be a condition precedent to the issuance of IRS Form(s) 8609.
  - (13) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code including section 42(h)(6)(E)(ii) prohibiting eviction (other than for good cause) of existing low-income tenants for three years after such termination and prohibiting any increase in the gross rents beyond that permitted under the Code and the regulations promulgated thereunder.
  - (14) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.
  - (15) In order to enable the Agency to monitor Owner's compliance with these use and occupancy restrictions pursuant to the Code, Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the Project during business hours and to inspect and copy all books and records pertaining to the Project.
  - (16) Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
  - (17) Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or

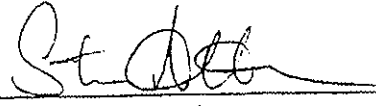
085162-0103

Signatures: This Covenant is granted by the Owner whose duly authorized representative's signature appears below.

Sworn and subscribed to before  
the undersigned Notary Public or  
Attorney on the date appearing below:

WITNESS (IF INDIVIDUAL, LLC, OR PARTNERSHIP) OWNER: HAMILTON AFFORDABLE HOUSING, L.L.C.

  
\_\_\_\_\_  
Elizabeth Purdy

By:   
\_\_\_\_\_  
Authorized Representative  
Steven Altman, President

(Print Name, Title, Organization)  
For: Altman Hamilton Co., Inc.  
(Managing Member)

ATTEST (IF A CORPORATION)

OWNER: \_\_\_\_\_

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President (Corporation)

\_\_\_\_\_  
(Print Name)

085162-0105

EXHIBIT "A"

DESCRIPTION OF PREMISES

All that tract or parcel of land and premises, situate, lying and being in the Township of Hamilton, County of Mercer and State of New Jersey, more particularly described as follows:

BEGINNING at a point being the intersection of the southwesterly line of South Clinton Avenue with the southeasterly line of Park Avenue, and running thence (1) South 56 degrees East along the southwesterly side of South Clinton Avenue 797.72 feet to a point in line of lands now or formerly of John Exton et al; thence (2) South 27 degrees 36' West along line of lands now or formerly of John Exton et al, 483.01 feet to a point in the northeasterly side of South Broad Street, State Highway Route #37; thence (3) North 56 degrees West along the northeasterly side of South Broad Street, State Highway Route #37, 576.52 feet to a point in line of lands now or formerly of The Broad Street National Bank of Trenton; thence (4) North 34 degrees East along line of lands now or formerly of The Broad Street National Bank of Trenton and the southeasterly terminus of Genesee Street 270.00 feet to a point in the northeasterly side of Genesee Street; thence (5) North 56 degrees West along the northeasterly side of Genesee Street 125 feet to a point in line of lands of Trustees of the Cathedral Foundation of the Diocese of New Jersey; thence (6) North 34 degrees East along line of lands of Trustees of the Cathedral Foundation of the Diocese of New Jersey 110.00 feet to a point in line of lands now or formerly of The Broad Street National Bank of Trenton; thence (7) North 56 degrees West along line of lands now or formerly of The Broad Street National Bank of Trenton, 150.00 feet to a point in the southeasterly side of Park Avenue; thence (8) North 34 degrees East along the southeasterly side of Park Avenue 100.00 feet to the point and place of BEGINNING.

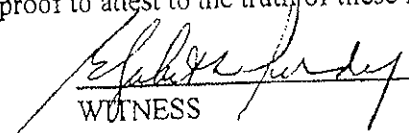
Being Commonly referred to as 2300 South Broad Street.

BEING the same premises which Justin Gasarch and Bette Gasarch, by Deed dated November 10, 1977 and recorded in the Office of Recorder of Deeds in for the County of Mercer, New Jersey in Deed Book 2059, Page 189 granted and conveyed unto the said Hamilton Garden Apartments, in fee.

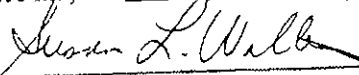
DB5162-0106

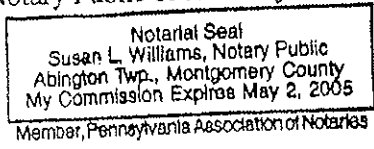
ACKNOWLEDGMENT  
(LLC or PARTNERSHIP FORM)

I CERTIFY, that on July 6, 2001 personally came before me Elizabeth Purdy  
And this person acknowledged under oath, to my satisfaction, that (a) this person is the attesting  
witness to the signing of this document by Steven Altman, who is President  
of Altman Hamilton Co., Inc., the Managing Member / ~~General Partner~~ of the LLC /  
Partnership named herein, and duly authorized to execute this document; (b) this document was  
signed and delivered by the Managing Member / General Partner as its voluntary act on behalf of  
the LLC / Partnership; and (c) this person signed this proof to attest to the truth of these facts.

  
WITNESS

SWORN TO AND SUBSCRIBED  
before me, this 6th day of JULY, 2001.

  
\_\_\_\_\_  
Notary Public or Attorney



ACKNOWLEDGMENT  
(CORPORATE FORM)

BE IT REMEMBERED, that on \_\_\_\_\_ 19\_\_\_\_, before me, the subscriber,  
personally appeared \_\_\_\_\_ who, being by me duly sworn on the oath,  
deposes and makes proof to my satisfaction, that he/she is the Secretary of \_\_\_\_\_  
\_\_\_\_\_ the Corporation named in the within Instrument; that \_\_\_\_\_  
\_\_\_\_\_ is the President of said Corporation; that the execution, as well as the making of this  
Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said  
Corporation; and said Instrument was signed and delivered by said President as and for the voluntary  
act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his/her name  
thereto as attesting witness.

\_\_\_\_\_  
Notary Public or Attorney

MARTIN BERSHTEIN  
NJHMFA  
537 S CLINTON AVENUE  
TRENTON

Deed

Inst. # 98256  
NJ 08650-2085 Paid  
Recording Fee 32.00  
RT Fee .00

Unit Information - New Construction

Municipality Name: Hamilton Township County: Mercer  
 Muni Code: 1103  
 Project / Program: Red Oak Manor page 1 of 4 Project Number (to be assigned by COAH)    
(unit information has been requested from HMFA - see June 07 monitoring report)

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20								
Address	Unit / Apt #	block	block suffix	lot	lot suffix	Qualifier	age-restricted/family	income level	rental / for-sale	bedroom type	handicap adaptable	handicap accessible	Housing Type	Building Permit Completion Date	C.O.#	C.O. date	initial sale or rental price	% of affordability	municipal subsidy	effective date of affordability controls	Perpetual Lien	length of affordability controls	date #affordability controls removed	reason for removal of controls	95/5 unit	creditworthy	
							(select one)	(select one)	(select one)	(select one)	(Y) (N)	(Y) (N)	(select type)	(mm/dd/yyyy)	(number)	(mm/dd/yyyy)	(\$)	(%)	(\$)	(mm/dd/yyyy)	(Y)	(years)	(mm/dd/yyyy)	(select reason)	(Y) (N)	(COAH USE)	
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Verification by Municipal Housing Liaison that all households are income eligible, that units are affirmatively marketed, that appropriate affordability controls are in place and that rental and sales

Verification by Construction Code Official that the certificate of occupancy information is accurate and that barrier free regulations have been met.

\_\_\_\_\_  
Municipal Housing Liaison

\_\_\_\_\_  
date

\_\_\_\_\_  
Code Official

\_\_\_\_\_  
Date (mm/dd/yyyy)

updated 07/05/07

Unit Information - New Construction

Municipality Name: Hamilton Township County: Mercer  
 Muni Code: 1103  
 Project / Program: Red Oak Manor page 2 of 4 Project Number (to be assigned by COAH)   
 (unit information has been requested from HMFA - see June 07 monitoring report)

1	2	3	4	5	6		7	8	9	10	11	12	13	14	15	16	17	18	19	20		
Address	Unit / Apt #	block	block suffix	lot	lot suffix	Qualifier	Barrier Free		Housing Type	Building Permit Completion Date	C.O. #	C.O. date	initial sale or rental price	% of affordability	municipal subsidy	effective date of affordability controls	Perpetual Lien	length of affordability controls	date affordability controls removed	reason for removal of controls	95/5 unit	creditworthy
							age-restricted/ family (select one)	income level (select one)														
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2300 South Broad Street		2376		7		Family		Rental	1BR						1/1/2000		30					
2300 South Broad Street		2376		7		Family		Rental	1BR						1/1/2000		30					
2300 South Broad Street		2376		7		Family		Rental	1BR						1/1/2000		30					
2300 South Broad Street		2376		7		Family		Rental	1BR						1/1/2000		30					

Verification by Municipal Housing Liaison that all households are income eligible, that units are affirmatively marketed, that appropriate affordability controls are in place and that rental and sales

Verification by Construction Code Official that the certificate of occupancy information is accurate and that barrier free regulations have been met.

Municipal Housing Liaison \_\_\_\_\_ date \_\_\_\_\_ Construction Code Official \_\_\_\_\_ Date (mm/dd/yy) \_\_\_\_\_





**Unit Information - New Construction**

Municipality Name: Hamilton Township County: Mercer  
 Muni Code: 1103  
 Project / Program: Red Oak Manor page 4 of 4 Project Number (to be assigned by COAH)         
 (unit information has been requested from HDMFA - see June 07 monitoring report)

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20								
Address	Unit / Apt #	block	block suffix	lot	lot suffix	Qualifier	age-restricted/ family	income level	rental / for- sale	bedroom type	Barrier Free		Housing Type	Building Permit Completion Date	C.O. #	C.O. date	initial sale or rental price	% of affordability	municipal subsidy	effective date of affordability controls	Perpetual Lien	length of affordability controls	date affordability controls removed	reason for removal of controls	95/5 unit	creditworthy	
											handicap adaptable	handicap accessible															(select one)
2100 South Broad Street		2176		7		Family			Rental	1BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				
2100 South Broad Street		2176		7		Family			Rental	2BR			Apartment								1/1/2000		30				

Verification by Municipal Housing Liaison that all households are income eligible, that units are affirmatively marketed, that appropriate affordability controls are in place and that rental and sales

Verification by Construction Code Official that the certificate of occupancy information is accurate and that barrier free regulations have been met.

Municipal Housing Liaison \_\_\_\_\_ date \_\_\_\_\_ Code Official \_\_\_\_\_ Date (mm/dd/yy) \_\_\_\_\_  
 updated 07/06/07

## 38. REGIONAL CONTRIBUTION AGREEMENTS

See 2004 COAH Compliance Report for evidence of eligibility for credit.

## 39. SERV – 2 BAINBRIDGE COURT



**INSTR # 2018017227**  
 D BK 6324 PG 652 Pgs 652 - 6567 (5 pgs)  
 RECORDED 04/25/2018 03:28:27 PM  
 PAULA SOLLAMI COVELLO, COUNTY CLERK  
 MERCER COUNTY, NEW JERSEY

Mercer County Clerk  
 Paula Sollami Covello  
 PO Box 8068  
 240 West State Street  
 6<sup>th</sup> Floor  
 Trenton NJ 08650

Official Use Only - Realty Transfer Fee	
Date of Document March 28, 2018	Type of Document Deed
First Party Name Township of Hamilton	Second Party Name SERV
Additional Parties	

THE FOLLOWING SECTION IS **REQUIRED** FOR DEEDS ONLY  
**BUT SUGGESTED FOR ALL DOCUMENTS**

Lot Block 2483, Lot 20, Block 1717, Lot 17	Block Block 1996 Lot 13
Municipality Township of Hamilton	Consideration
Mailing Address of Grantee 20 Scotch Road Ewing, NJ 08628	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES,  
 SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	Original Page
---------------	---------------

DDM 5P clg #9

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

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

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

THIS DEED RESTRICTION, entered into as of this the 28 day of March, 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 (“the Township”), and SERV, a not-for-profit corporation of the State of New Jersey, having offices at 20 Scotch Road, 3<sup>rd</sup> Floor, Ewing, New Jersey 08628, the developer/sponsor (the “Owner”) of a residential low- or moderate-income rental project (the “Project”):

WITNESSETH

Article 1. Consideration

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

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 2483 Lot 20 Section \_\_, Lot \_\_ and Section \_\_, Lot \_\_ as shown of the Tax Map of the Township of Hamilton and is known by the street address: 117 Colonial Avenue, 2 Bainbridge Court and 6 Lohli Drive (“the Units”).

Article 3. Affordable Housing Covenants

The following covenants (the “Covenants”) shall run with the land for the period of time (the “Control Period”) commencing upon the latter of the date hereof or the date on which the first eligible person occupies a Unit and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

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

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the “Uniform Controls”).
- B. The Property shall be used solely for the purpose of providing Units for very low-, low-, and moderate-income individuals, and no commitment for residency in a Unit shall be given or implied, without exception, to any person who has not been certified for a Unit in writing by the Township’s Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.
- C. No improvement may be made to the Property that would affect the bedroom configuration of the unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

#### Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing

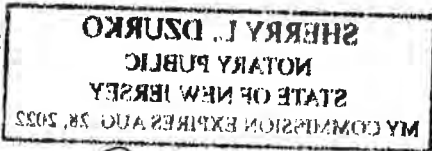


Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

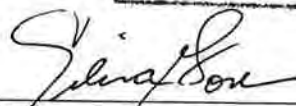
- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the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

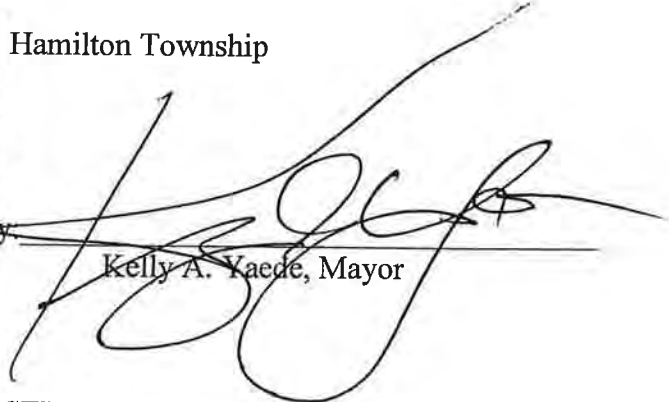
IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST:



Hamilton Township

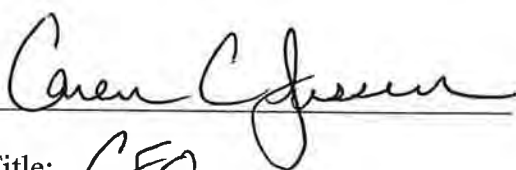
  
Eileen A. Gore, RMC, CMC

By:   
Kelly A. Vaede, Mayor

WITNESS:

  
Sherry Dzurko

SERV

By:   
Title: CFO

ACKNOWLEDGEMENTS

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

I CERTIFY that on this 28 day of March, 2018, before me, the subscriber, personally appeared Caren Jesseman who I am satisfied is the person who executed the foregoing instrument as CEO of SERV, a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of SERV.

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

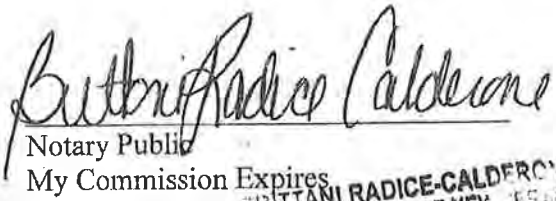
  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

**SHERRY L. DZURKO**  
**NOTARY PUBLIC**  
**STATE OF NEW JERSEY**  
**MY COMMISSION EXPIRES AUG. 28, 2022**

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

I CERTIFY that on this 29 day of March, 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

**BRITTANI RADICE-CALDERONE**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Comm. # 23964**  
**My Commission Expires 2.5.2020**

**Council on Affordable Housing (COAH)  
Alternative Living Arrangement Survey**

Municipality: HAMILTON County: MERCER  
 Sponsor: CIFA (SERV Prop) Developer: CENTER FOR INNOVATIVE FAMILY ACHIEVEMENT  
 Block: 1717 Lot: 17 Street Address: 2 BAINBRIDGE COURT  
 Facility Name: BAINBRIDGE GROUP HOME

Type of Facility:

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

Sources of funding committed to the project:

- Capital funding from State - Amount \$ 259,604<sup>00</sup>
- Balanced Housing - Amount \$ \_\_\_\_\_
- HUD - Amount \$ \_\_\_\_\_
- Federal Home Loan Bank - Amount \$ \_\_\_\_\_
- Farmers Home Administration - Amount \$ \_\_\_\_\_
- Development fees - Amount \$ \_\_\_\_\_
- Bank financing - Amount \$ \_\_\_\_\_
- Other - Please specify: \_\_\_\_\_
- Please provide a pro forma for proposed projects

Total # of clients 5 # of total bedrooms 5  
 Total # of low-income clients 5 # of low-income bedrooms 5  
 Total # of moderate-income clients \_\_\_\_\_ # of moderate-income bedrooms \_\_\_\_\_  
 Total # of market-income clients \_\_\_\_\_ # of market-income bedrooms \_\_\_\_\_

Length of Controls: \_\_\_\_\_ years  CO Date: \_\_\_/\_\_\_/\_\_\_  
 Effective Date of Controls: \_\_\_/\_\_\_/\_\_\_ Indicate licensing agency:  
 Expiration Date of Controls: \_\_\_/\_\_\_/\_\_\_  DDD  DMHS  DHSS  DCA  
 Average Length of Stay: \_\_\_\_\_ months (transitional facilities only)  
 Initial License Date: \_\_\_/\_\_\_/87  
 Current License Date: 7/30/16

The following verification is attached:

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

Residents 18 yrs or older?  Yes  No Age-restricted?  Yes  No

Population Served (describe): Developmentally disabled Accessible (in accordance with NJ Barrier Free Subcode)?  Yes  No

Affirmative Marketing Strategy (check all that apply):

- DDD/DMHS/DHSS waiting list
- Other (please specify): \_\_\_\_\_

**CERTIFICATIONS**

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

Certified by: *Domina Longo* 7/14/16  
 Project Administrator Date

Certified by: \_\_\_\_\_  
 Municipal Housing Liaison Date

# SERV BEHAVIORAL HEALTH SYSTEM, INC.

*Proud Recipient of: 2006 NJAMHA Courage and Compassion Outstanding Provider Award*

*2007 NJPRA Wellness and Recovery Transformation Award*

*2010 Behavioral Healthcare Champion Award for President/CEO Gary Van Nostrand*

SERV Achievement Centers  
SERV Properties and Management  
SERV Centers of New Jersey  
SERV Foundation

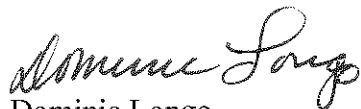
SERV Behavioral Health System, Inc. – Corporate Office  
20 Scotch Road, Ewing, NJ 08628  
Phone: 609-406-0100 Fax: 609-406-0307

August 1, 2016

Elizabeth K. McManus, LEED AP, PP, AICP  
Clarke Caton Hintz  
100 Barrack Street  
Trenton, NJ 08608

Re: SERV's Hamilton NJ Group Homes

SERV owns and operates two existing and one upcoming group home in Hamilton Township (Mercer) : 2 Bainbridge Court, 6 Lohli Drive, and 117 Colonial Avenue, respectively. The group homes have and will continue to provide housing for special needs clients. Their income consists of social security. As a result of this being their only source of income, these residents meet the threshold for very low income households.( 30% or less than the area median income).



Dominic Longo  
SERV Properties & Management

**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

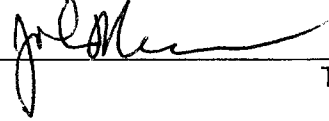
**RESOLUTION**

No. 24 274

APPROVED AS TO FORM AND LEGALITY

  
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

  
TITLE

**RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO SERV BEHAVIORAL HEALTH SYSTEM, INC. TO SUBSIDIZE RENOVATIONS AT 2 BAINBRIDGE COURT AND 6 LOHLI DRIVE, AND TO PURCHASE 2117 SOUTH CLINTON AVENUE (4 BEDROOMS) AND 1915 ARENA DRIVE (6 BEDROOMS) SUBJECT TO COAH APPROVAL (\$38,000.00 TOWARDS RENOVATIONS; \$200,000.00 TOWARDS PURCHASES; \$238,000.00 TOTAL GRANT AMOUNT)**

*Whereas* Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

*Whereas* the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1 et seq.); and

*Whereas* SERV Behavioral Health System, Inc. ("SERV") is a private statewide, not-for-profit behavioral healthcare organization serving adults and children working to recover from a serious mental illness or cope with a developmental disability; and

*Whereas* SERV currently owns two properties located at 2 Bainbridge Court and 6 Lohli Drive in Hamilton Township which are in need of certain renovations; and

*Whereas* SERV is also interested in purchasing properties located at 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms) in Hamilton Township, for the purposes of group homes for people with special needs; and

*Whereas* SERV has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to subsidize the cost of the renovations to and the purchase of the aforementioned properties; and

*Whereas* Mayor Kelly A. Yaede and the Council of Hamilton wish to allocate \$238,000.00 (\$19,000.00 for 2 Bainbridge Court; \$19,000.00 for 6 Lohli Drive; \$80,000.00 for 2117 South Clinton Avenue (4 bedrooms); \$120,000.00 for 1915 Arena Drive (6 bedrooms)) from the Township's Affordable Housing Trust Fund to SERV Behavioral Health System, Inc., for the purpose of subsidizing the renovations to 2 Bainbridge Court and 6 Lohli Drive, and the purchase of 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms); and

*Whereas* upon acceptance of these grant monies, the aforesaid properties will be subject to 30-year deed restrictions as affordable housing properties; and

*Whereas* this allocation is subject to COAH approval of the creditworthiness of the units located at 2 Bainbridge Court and 6 Lohli Drive and the expenditure of funds for renovations to said units; and

*Whereas* this allocation is also subject to COAH approval of the creditworthiness of the units located at 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms) and the expenditure of funds for the purchase of said units; and



**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

**RESOLUTION** No. 14 474

**RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO SERV BEHAVIORAL HEALTH SYSTEM, INC. TO SUBSIDIZE RENOVATIONS AT 2 BAINBRIDGE COURT AND 6 LOHLI DRIVE, AND TO PURCHASE 2117 SOUTH CLINTON AVENUE (4 BEDROOMS) AND 1915 ARENA DRIVE (6 BEDROOMS) SUBJECT TO COAH APPROVAL (\$38,000.00 TOWARDS RENOVATIONS; \$200,000.00 TOWARDS PURCHASES; \$238,000.00 TOTAL GRANT AMOUNT)**

*Whereas* this allocation is also subject to execution of an Agreement between SERV Behavioral Health System, Inc. and Hamilton Township; and

*Whereas* it is in the best interest of the citizens of the Township to proceed with this commitment to SERV Behavioral Health System, Inc.;

*Now, Therefore, Be It Resolved* by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that subject to COAH's express approval, the proper municipal officials be and hereby are authorized to allocate \$238,000.00 from the Township's Affordable Housing Trust Fund to SERV Behavioral Health System, Inc., in order to subsidize renovations to properties located at 2 Bainbridge Court and 6 Lohli Drive and to subsidize the purchase of properties located at 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms) in Hamilton Township.

*[Handwritten mark]*

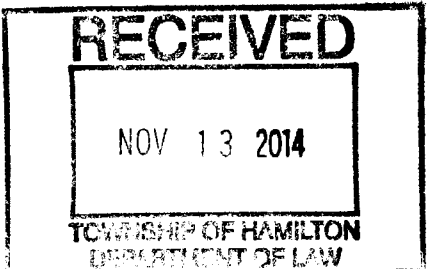
**14 474**

ADOPTED BY COUNCIL ON *[Signature]*  
PRESIDENT

December 2, 2014  
DATE *[Signature]*  
MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
KEVIN J. MEARA	✓					
DENNIS A. PONE	✓					
EDWARD R. GORE	✓				✓	
ILEANA SCHIRMER	✓					✓
DAVID J. KENNY	✓					

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



**REQUEST FOR COUNCIL ACTION**

DATE: November 7, 2014

*11-24-14*  
*MP*

**SERVICE REQUESTED:**

- Ordinance
- Resolution
- Item for Discussion (explain)

**FOR CONTRACTS & PSA'S (select one):**

- Request was made for Bids
- Request was made for Proposals/Quotes
- Request was made for Proposals/Quotes for Professional Services

INITIATING DEPT/DIV: CPC/Division of Planning

SUBJECT MATTER: SERV requests a grant from the Township's Affordable Housing Trust Fund to support renovations at 2 Bainbridge Ct and 6 Lohli Drive as well as the purchase of 2117 South Clinton Avenue and 1915 Arena Drive.

**LIST SUPPORTING DATA:**

- E-mail dated 8-16-14 to SERV concerning 2 Bainbridge and 6 Lohli Drive.
- Letter from SERV dated 9-16-14 concerning request for trust fund grant
- Letter in support of Council Action from Robert C Poppert dated November 7, 2014

*24*

AMOUNT OF FUNDING: \$ 238,000.00  
(if applicable)

BUDGET ACCOUNT NAME: Affordable Housing Trust  
(i.e. Dept. of Adm., Professional Services)

BUDGET ACCOUNT NO(S): T-19-56-300-001-001  
(i.e. 3-01-20-120-000-028)

*11/7/14*

APPROVED BY: *[Signature]*  
John F. Ricci, Business Administrator

DATE: 11/10

APPROVED BY: *[Signature]*  
Kelly A. Yaede, Mayor

DATE: 11/10

*(To be completed by the Business Administrator)*

PLEASE PREPARE THIS ITEM FOR THE 11/18 COUNCIL AGENDA.

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

**SERV 2014 – Affordable Housing Trust Fund grant request**  
Project Summary

2 Bainbridge Court renovations - \$19,000.00  
6 Lohli Drive renovations - \$19,000.00

Both addresses above currently do not have any affordable housing restrictions on them but were found to be listed on the Township's affordable housing inventory. By providing grant monies to SERV for renovations at both homes SERV will provide 30-year deed restrictions on each dwelling and Hamilton will gain credit for 4 bedrooms at each house.

2117 South Clinton Avenue (purchase of dwelling) – \$80,000.00 (\$20,000.00 per bedroom – 4 bedrooms within house)  
1915 Arena Drive (purchase of dwelling) - \$120,000.00 (\$20,000.00 per bedroom – 6 bedrooms within house)

SERV is looking to purchase these two (2) homes for group homes for special needs people. SERV will provide 30-year deed restrictions on each dwelling and Hamilton will gain credit for 4 bedrooms at the South Clinton dwelling and 6 bedrooms at the Arena Drive dwelling.

**Total Grant Request = \$238,000.00**

2

  
RCP  
File



**SERV** BEHAVIORAL HEALTH SYSTEM, INC.  
Proud Recipient of: 2006 NJAMHA Courage and Compassion Outstanding Provider Award  
2007 NJPRA Wellness and Recovery Transformation Award  
2010 Behavioral Healthcare Champion Award for President/CEO Gary Van Nostrand

SERV Achievement Centers  
SERV Properties and Management  
SERV Centers of New Jersey  
SERV Foundation


SERV Behavioral Health System, Inc. – Corporate Office  
20 Scotch Road, Ewing, NJ 08628  
Phone: 609-406-0100 Fax: 609-406-0307

September 16, 2014

Robert C. Poppert, PP, AICP  
Township Planner, Division of Planning, MHL  
Department of Community Planning and Compliance  
2090 Greenwood Avenue  
Hamilton, NJ 08650

Dear Mr. Poppert,

Thank you, and the leadership of Hamilton Township, for considering assisting SERV Properties & Management, Inc. (SERV P&M) as we pursue the purchase of two properties to be used as group homes for special-needs individuals. We also appreciate your consideration of having the Hamilton Township Affordable Housing Trust Fund provide funds toward the purchase of these homes.

We have identified 2117 S. Clinton Ave. (4 bedrooms) as well as 1915 Arena Drive (6 bedrooms) as homes we feel will serve our consumers' needs (listing sheets attached.) To that end, SERV P&M formally requests \$20,000 per bedroom for a total of \$200,000. These funds will be used for acquisition, due diligence and closing costs. We will obtain conventional bank financing for the balance. 

Both homes will need sprinkler systems, as this is a requirement of the N.J. Department of Human Services, Division of Developmental Disabilities. The approximate cost of the sprinklers per home is \$15,000. The homes may need additional renovations after engineering inspections are completed.

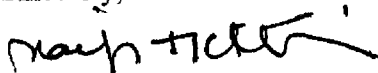
Due to the uncertainty of the housing market, it would be helpful to us -- assuming the Township leaders agree to fund this project -- to receive at a minimum a Letter of Intent to Fund.

On a separate matter, neither 2 Bainbridge nor 6 Lohli are encumbered by any affordable restrictions. We would consider imposing new 30-year deed restrictions in exchange for a housing grant for renovations. The list of proposed renovations is attached.

Kindly let me now if you need any additional information for the Council's review.

We look forward to partnering with Hamilton Township.

Sincerely,

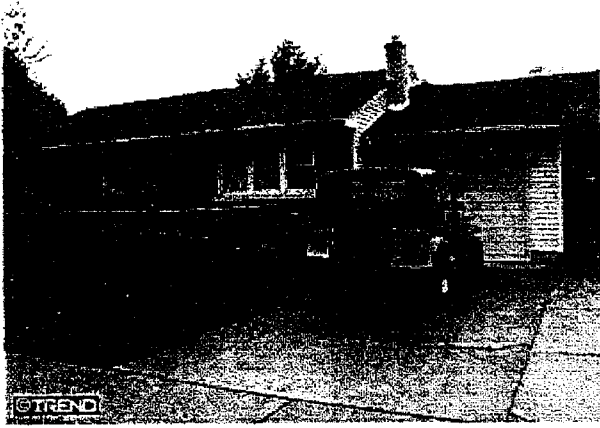


Corporate Office: 20 Scotch Road, Ewing, NJ 08628 ~ Phone: (609) 406-0100 ~ Fax: (609) 406-0307 ~ [www.servbhs.org](http://www.servbhs.org)  
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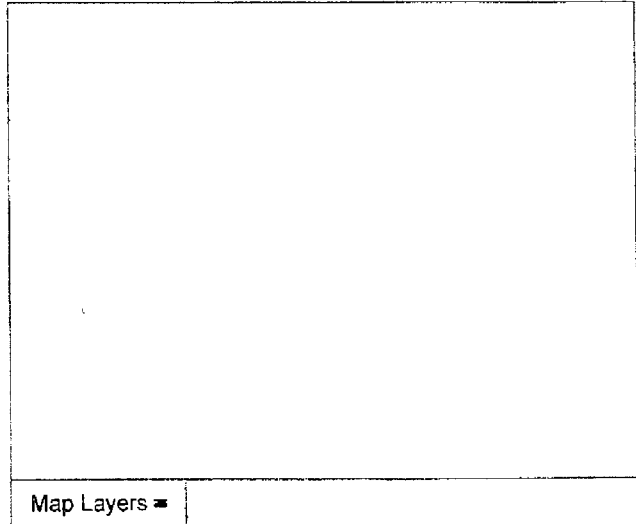
2117 S Clinton Ave, Hamilton, NJ 08610

RES ACT

\$249,900



Exterior Front



**General**

<b>MLS #:</b> 6413555	<b>Subdiv / Nel:</b> Russell Terrace	<b>Ownership:</b> FeeSimple	<b>Beds, Baths:</b> 4 2/1
<b>DOM:</b> 107	<b>School Dist:</b> Hamilton	<b>Type:</b> Single/Detac	<b>Age:</b> 57
<b>MLS Area:</b> 21103 Hamilton Twp	<b>Townsh</b>	<b>Design:</b> 1-Story	<b>Aprox SqFt:</b>
<b>County:</b> Mercer	<b>- High:</b>	<b>Style:</b> Ranch	<b>SqFt Source:</b>
<b>Tax ID #:</b> 03-02252-00001	<b>- Middle:</b>		<b>Unit Floor #:</b> AC: Y
	<b>- Elem:</b>		

**Room Dimensions**

<b>LR/GR:</b> 0 x 0 M	<b>Main BR:</b> 0 x 0 M
<b>Dining:</b>	<b>2nd BR:</b> 0 x 0 M
<b>Kitchen:</b> 0 x 0 M	<b>3rd BR:</b> 0 x 0 M
<b>Family:</b>	<b>4th BR:</b> 0 x 0 M

**Inclusions:**  
**Exclusions:**

**Other Information**

**Total Rooms:**  
**Bath Full:** 0M 0U 0L  
**Bath Part:** 0M 0U 0L  
**Model:**  
**Builder:**

**Tax Information**

**RE Taxes / Yr:** \$9058 / 2014  
**Assessment:** 176200

**Association Information**

**Condo / HOA:** N / N  
**Recur Fee / Freq:**

**Lot Information**

**Aprox Acr:** 0.29  
**Aprox SqFt:** 12,500  
**Land Use:**  
**AproxDim:** 125x100  
**Zoning:** 2 fam  
**Watfmt:** N/

**Features**

**Utilities:** GasHeat, GasHotWater, CentralAir, PublicWater, PublicSewer  
**Parking:** 1-CarGarage, 3+CarParking  
**Exterior:** BrickExt, NoPool  
**Bsmt:** FullBasement  
**Interior:** NoFireplace, NoModifs/Unk, NoLaundry  
**Kit:** EatInKitchen, GasCooking,

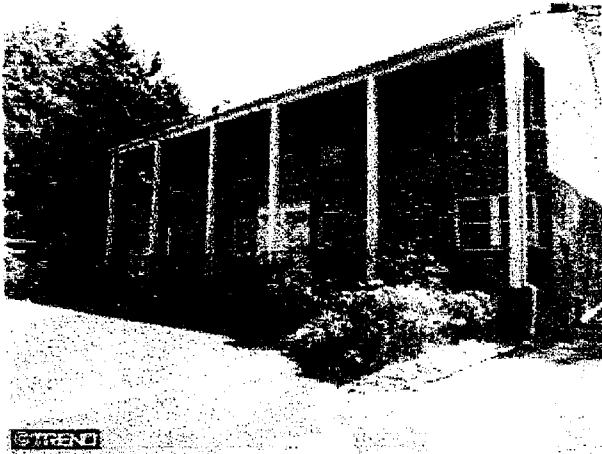
**Remarks**

**Public:** Whether you are looking for an investment property or an in-law suite...look no further. This magnificent home in Hamilton has all the upgrades. Quality tile flooring, upgraded cabinetry, stonewashed back splash and new appliances to top it off. Family room and living room are of ample size with nice hardwood flooring. Updated baths with more quality work. Relax or entertain in the full finished basement with many upgrades including built-in 7.1 in wall surround sound system. Home is currently being used as a duplex but can easily be converted to a single family home. both units are a must see. Great value at a great price.

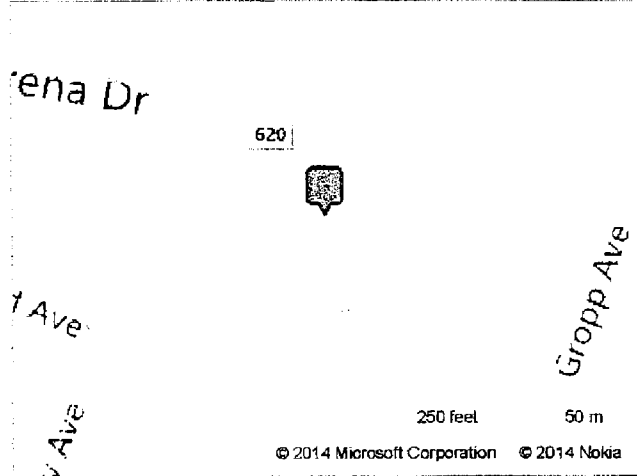
**Directions:**

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<http://www.trendmls.com/MLS/Report/PrintMemberListingReport.aspx?reportID=15&view...> 9/2/2014



Exterior Front



Map Layers ▲

General

MLS #: 6388258	Subdiv / Nei: Colonial Manor	Ownership: FeeSimple	Beds, Baths: 6 2/2
DOM: 83	School Dist: Hamilton	Type: Single/Detac	Age: 44
MLS Area: 21103 Hamilton Twp	Townsh	Design: 2-Story	Aprox SqFt: 3,024
County: Mercer	- High: Hamilton W	Style: Colonial	SqFt Source: Assessor
Tax ID #: 03-02530-00012	- Middle: A E Grice		Unit Floor #: AC: Y
	- Elem: McGalliard		

Room Dimensions

LR/GR: 25 x 16 M	Main BR: 16 x 16 U	Laundry: 0 x 0 B
Dining: 15 x 13 M	2nd BR: 16 x 12 U	Br #5: 14 x 13 U
Kitchen: 13 x 11 M	3rd BR: 14 x 12 U	Br #6: 14 x 14 U
Family: 13 x 11 M	4th BR: 14 x 12 U	In-Law: 13 x 10 M
		In-Law: 14 x 12 M

Other Information

Total Rooms: 12  
 Bath Full: 1M 1U 0L  
 Bath Part: 1M 1U 0L  
 Model:  
 Builder:

21

Inclusions: Dishwasher, Cooktop, Wall Oven

Exclusions: None

Tax Information

RE Taxes / Yr: \$9478 / 2014  
 Assessment: 207800

Association Information

Condo / HOA: N / N  
 Recur Fee / Freq:

Lot Information

Aprox Acr: 0.34  
 Aprox SqFt: 15,000

Land Use:

AproxDim: 100X150

Zoning: R10

Watfrnt: N/

Features

Utilities: GasHeat, HotAirHeat, GasHotWater, CentralAir, PublicWater, PublicSewer  
 Parking: NoGarage, 3+CarParking, DrivewayPrk, Private Exterior: Sidewalks, StreetLights, Alu/SteelExt, BrickExt, ConcreteFoun, LevelLot, OpenLot, FrontYard, RearYard, PitchedRoof, ShingleRoof, Patio, NoPool  
 Bsmt: FullBasement, UnfinishBsmt Interior: AccessPanel, TwoFirePI, BrickFirePI, LR/GRFireP, FinishedWood, Vinyl/LinFI, PartBathMnBe, Foyer/VestEn, InLawSuite, NoModifs/Unk, BsmtLaundry Kit: EatInKitchen, GasCooking, KitPantry, KitDoubleSin, KitCookTop, WallOven, BuiltInDishW  
 Poss: Negotiable Finance: ConventnalFi, VA, FHA203(k), FHA203(b) Show: ComboLockBox  
 Shore/Water: None/OtherSh

Remarks

Public: Custom built and owned by the original owners, this home boasts SIX bedrooms! Perfect for large or extended family, it has hardwood floors throughout, freshly painted walls, two brick fireplaces (one with Forrester wood stove insert) and central air conditioning. Brick front with a raised porch surrounded by wrought iron railings, it features a circular driveway plus additional driveway parking. This home has so much potential! Large rooms, and plenty of them, allow for flexible usage. Kitchen is eat-in sized with gas cooktop, wall oven and dishwasher. There is also a hood and fan that is vented outside. There is a powder room off the foyer. The Dining Room has a slider to the outside raised patio. Living Room has french doors to the dining room and to the foyer. If you have a desire to lower heating costs, the wood stove will keep costs down. Also on the first

level is a separate (separate entrance) additional living area. It features a kitchenette, full bath and two rooms. Both sides of the home are accessible from front or back entrances. The second level extends over the entire structure and was used as six spacious bedrooms (including MBR with 1/2 bath), multiple closets and good sized full bath with double vanity and sinks and tub/shower. The full, dry basement has HIGH ceilings and another brick fireplace with wood stove insert. There is also an outside entrance. HMS warranty being provided for Buyer peace of mind! Convenient location: 5.6 miles to Hamilton Train Station, 1 mile to 295/95 or 195. The Township has determined that this can officially be used as a multi-family dwelling. You can live in one side and rent the other.

Directions: Arena Drive between Whitehorse-Mercerville Road and Gropp.

# SERV BEHAVIORAL HEALTH SYSTEM, INC.

*Proud Recipient of: 2006 NJAMHA Courage and Compassion Outstanding Provider Award  
2007 NJPRA Wellness and Recovery Transformation Award  
2010 Behavioral Healthcare Champion Award for President/CEO Gary Van Nostrand*

SERV Achievement Centers  
SERV Properties and Management  
SERV Centers of New Jersey  
SERV Foundation

SERV Behavioral Health System, Inc. – Corporate Office  
20 Scotch Road, Ewing, NJ 08628  
Phone: 609-406-0100 Fax: 609-406-0307

## Proposed Housing Renovations for 2 Bainbridge Court, Hamilton

New heater and air conditioning unit	\$8000
Interior Painting	\$6000
Remove carpet from 4 bedrooms & hallway	
Install commercial floor covering	\$5000

## Proposed Housing Renovations for 6 Lohli Drive, Hamilton

Remove 4 trees at the rear of the house  
that are very close to house, remove tree in front  
remove ivy, gravel, level yard and plant sod or grass  
seed (violation from Township) \$7500

Remove carpet on second floor (4) bedrooms  
and hallway- Prep floor and install commercial  
grade flooring \$5500

Interior painting \$6000.

Thank you for your consideration.

Sincerely,

Marilyn Ticktin  
Director of Housing Development

Corporate Office: 20 Scotch Road, Ewing, NJ 08628 ~ Phone: (609) 406-0100 ~ Fax: (609) 406-0307 ~ [www.servbhs.org](http://www.servbhs.org)  
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## Robert Poppert

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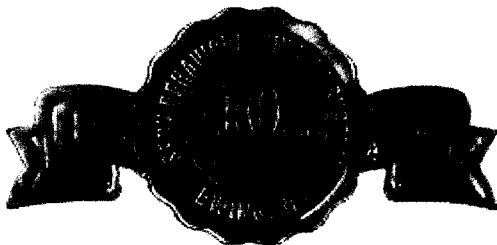
**From:** Marilyn Ticktin <mticktin@servbhs.org>  
**Sent:** Tuesday, September 16, 2014 10:14 AM  
**To:** Robert Poppert  
**Subject:** SERV-COAH  
**Attachments:** poppert5.pdf; arena sclinton.pdf; lohli bainbridge - Copy.docx

Rob,

Please see attached.

Thank you.

**Marilyn K. Ticktin**  
Director of Housing Development  
**SERV Behavioral Health System, Inc.**  
20 Scotch Road  
Ewing, N.J. 08628  
Phone: 609-662-3062  
[mticktin@servbhs.org](mailto:mticktin@servbhs.org)  
Fax: 609-406-0307  
[www.servbhs.org](http://www.servbhs.org)



24

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## Robert Poppert

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**From:** Robert Poppert  
**Sent:** Saturday, August 16, 2014 10:01 AM  
**To:** 'Marilyn Ticktin'  
**Subject:** RE: SERV- COAH

Marilyn,

Thanks for coming in and sharing with us your plans for a new two (2) new homes in the Township. While we did not have a preference in which 2 of the 3 homes you should look into, it is a matter of your needs and programming. I would ask that you finalize your decision on which 2 homes you would like to pursue and then provide us with a letter an info we talked about at our last meeting.

Specifically, addresses for the homes in question, budgetary information and other sources of funding, and if possible a listing of anticipated renovations to each home.

On a separate but related matter – concerning 2 Bainbridge and 6 Lohli Drive, do happen to know if these 2 properties are currently encumbered by any affordable restrictions? If they are not we would like to explore imposing new 30 yr deed restrictions on them in exchange providing a housing grant for renovations that may be needed for each house. If restrictions are on the home that may be set to expire soon we would like to extend those restrictions in exchange for the same. Please let me know the status of both properties and if we can help each other.

If possible we could lump together as many SERV projects at one time for Council review and approval.

Thank you very much  
Rob

**Robert C. Poppert, PP, AICP**  
Township Planner, Division of Planning  
Municipal Housing Liaison  
Department of Community Planning and Compliance  
2090 Greenwood Avenue  
Hamilton, NJ 08650  
609-890-3674 (phone)  
609-890-3537 (fax)  
[rpoppert@hamiltonnj.com](mailto:rpoppert@hamiltonnj.com)  
[www.hamiltonnj.com](http://www.hamiltonnj.com)

**From:** Marilyn Ticktin [<mailto:mticktin@servbhs.org>]  
**Sent:** Monday, August 04, 2014 1:52 PM  
**To:** Robert Poppert  
**Subject:** SERV- COAH

Mr. Poppert,

It was very nice to meet with you, Mr. Ricci and Mr. Williams on July 31, 2014.

As we discussed at the meeting, SERV Properties & Management is interested in doing two residential homes within the Township of Hamilton with COAH funding of \$20,000.00 a bedroom provided by the Township of Hamilton's Trust Fund.

We understand that this request will go to the Council for approval and if approved, the funds would not be available until there is final approval of the Township of Hamilton's Spending Plan by the State of New Jersey.

Attached are listing sheets for the homes we could consider.

Thank you,

Marilyn Ticktin  
609-662-3062

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AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING  
TRUST FUND MONIES

THIS AGREEMENT made as of this 19 day of December, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and SERV, a non-for-profit corporation of the State of New Jersey, having offices at 20 Scotch Road, 3<sup>rd</sup> Floor, Ewing, New Jersey 08628 ("SERV").

WITNESSETH:

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

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

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

WHEREAS, the Spending Plan includes an allocation of \$138,000.00 to SERV for acquisition costs and renovation of properties at 117 Colonial Avenue, 2 Bainbridge Court, and 6 Lohli Drive, such allocation being at the request of SERV.

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

- I. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund, in the amount of \$138,000.00, to SERV for the purpose of purchasing and renovating properties for use as affordable housing in the form of group homes. The allocation of the Monies shall be subject to the following allocation schedule:
  - A. Payment #1: 117 Colonial Avenue - \$100,000.00
  - B. Payment #2: 2 Bainbridge Court and 6 Lohli Drive - \$38,000.00



Payment #1 shall be made at the time of closing on 117 Colonial Avenue or, if the property has been acquired by SERV at the time of execution of this Agreement, upon satisfaction of the terms hereof. Payment #2 shall be made upon the commencement of renovation of the first of the two properties and receipt by the Township of an invoice submitted by SERV, provided that the requirements of Article VIII are satisfied.

- II. SERV agrees to use the Monies to purchase or renovate the following properties:
  - A. Purchase of a four bedroom house at 117 Colonial Avenue or credit toward the previous purchase of such property (\$100,000.000).
  - B. Renovation of two four bedroom houses at 2 Bainbridge Court and 6 Lohli Drive (\$38,000.00).
- III. SERV shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described herein above. The Properties shall not be age restricted and shall be available only to low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property shall be subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. SERV agrees to execute such instruments.
- IV. SERV shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. SERV in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.
- V. SERV shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. SERV shall pay the Administrative Agent a charge of \$200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* Such amount may be adjusted to reflect increases in the cost of living.

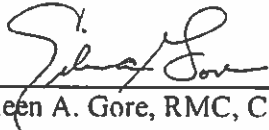
- VI. The Monies provided by the Township shall be returned to it by SERV if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should SERV fail to obtain a certificate of occupancy for that property, should the bedrooms therein fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.
- VII. SERV shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.
- VIII. The disbursements of the Monies by the Township to SERV shall be made in full upon the following:
- A. Approval of the Township's Spending Plan by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
  - B. The Township is convinced of the credit-worthiness of each project; and
  - C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).
- IX. Miscellaneous
- A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
  - B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.
  - C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
  - D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
  - E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

- F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as SERV and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

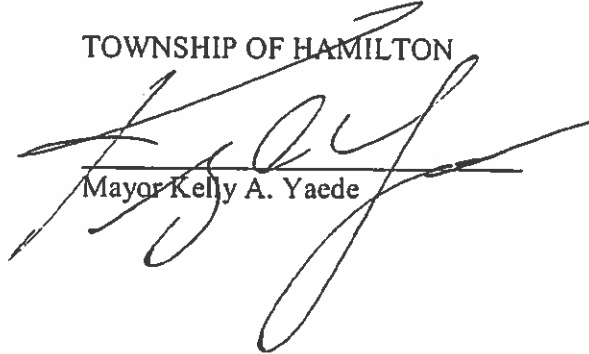
**SIGNATURES APPEAR ON THE NEXT PAGE**

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

Attest:

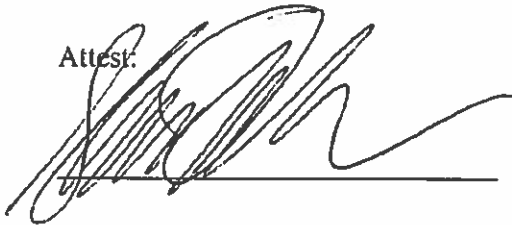
  
\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

TOWNSHIP OF HAMILTON

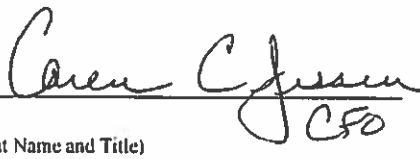
  
\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: 12/21/17

Attest:

  
\_\_\_\_\_

SERV

  
\_\_\_\_\_  
(Print Name and Title) CFO

Date: 12/19/17

40.SERV – 117 COLONIAL AVENUE



**INSTR # 2018017227**  
 D BK 6324 PG 652 Pgs 652 - 6567 (5 pgs)  
 RECORDED 04/25/2018 03:28:27 PM  
 PAULA SOLLAMI COVELLO, COUNTY CLERK  
 MERCER COUNTY, NEW JERSEY

Mercer County Clerk  
 Paula Sollami Covello  
 PO Box 8068  
 240 West State Street  
 6<sup>th</sup> Floor  
 Trenton NJ 08650

Official Use Only - Realty Transfer Fee	
Date of Document March 28, 2018	Type of Document Deed
First Party Name Township of Hamilton	Second Party Name SERV
Additional Parties	

THE FOLLOWING SECTION IS **REQUIRED** FOR DEEDS ONLY  
**BUT SUGGESTED FOR ALL DOCUMENTS**

Lot Block 2483, Lot 20, Block 1717, Lot 17	Block Block 1996 Lot 13
Municipality Township of Hamilton	Consideration
Mailing Address of Grantee 20 Scotch Road Ewing, NJ 08628	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES,  
 SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	Original Page
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DDM 5P clg #9

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

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

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

THIS DEED RESTRICTION, entered into as of this the 28 day of March, 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 (“the Township”), and SERV, a not-for-profit corporation of the State of New Jersey, having offices at 20 Scotch Road, 3<sup>rd</sup> Floor, Ewing, New Jersey 08628, the developer/sponsor (the “Owner”) of a residential low- or moderate-income rental project (the “Project”):

WITNESSETH

Article 1. Consideration

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

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 2483 Lot 20 Section \_\_, Lot \_\_ and Section \_\_, Lot \_\_ as shown of the Tax Map of the Township of Hamilton and is known by the street address: 117 Colonial Avenue, 2 Bainbridge Court and 6 Lohli Drive (“the Units”).

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period") commencing upon the latter of the date hereof or the date on which the first eligible person occupies a Unit and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

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

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing Units for very low-, low-, and moderate-income individuals, and no commitment for residency in a Unit shall be given or implied, without exception, to any person who has not been certified for a Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.
- C. No improvement may be made to the Property that would affect the bedroom configuration of the unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

#### Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing

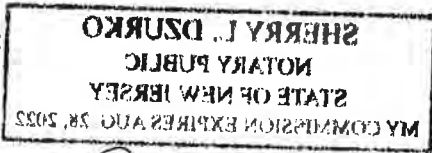


Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

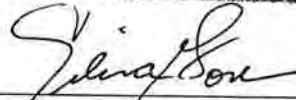
- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the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

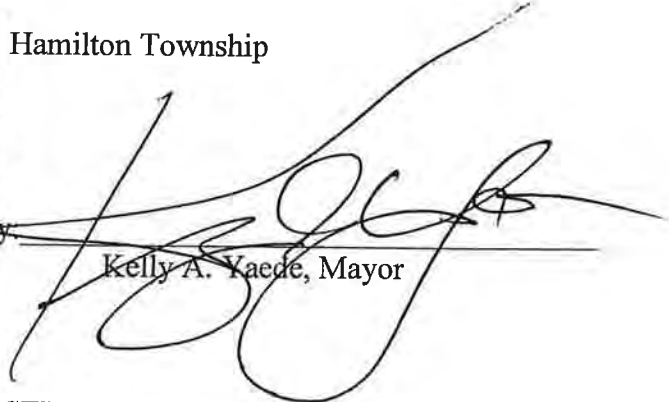
IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST:



Hamilton Township

  
Eileen A. Gore, RMC, CMC

By:   
Kelly A. Vaede, Mayor

WITNESS:

  
Sherry Dzurko

SERV

By:   
Title: CFO

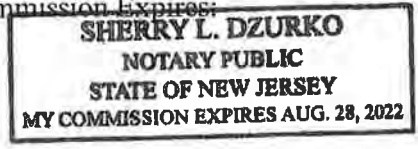
ACKNOWLEDGEMENTS

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

I CERTIFY that on this 28 day of March, 2018, before me, the subscriber, personally appeared Caren Jesseman who I am satisfied is the person who executed the foregoing instrument as CEO of SERV, a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of SERV.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

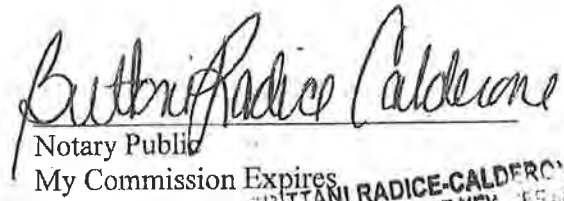
  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

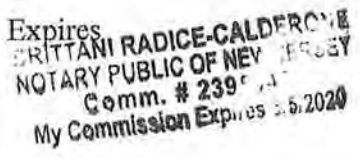


STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF MERCER )

I CERTIFY that on this 29 day of March, 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:



**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

**RESOLUTION**

No. 16 059

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

\_\_\_\_\_  
TITLE

**RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO SERV BEHAVIORAL HEALTH SYSTEM, INC. TO SUBSIDIZE THE PURCHASE OF 117 COLONIAL AVENUE (4 BEDROOMS) AND REVISING RESOLUTION NO. 14-474; (\$100,000.00 TOTAL GRANT AMOUNT)**

*Whereas* Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

*Whereas* Hamilton Township petitioned the Superior Court on July 7, 2015 for determination of Hamilton Township's request for Housing Element and Fair Share Plan, as well as Builders Remedy Immunity; and

*Whereas* the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1 et seq.); and

*Whereas* SERV Behavioral Health System, Inc. ("SERV") is a private statewide, not-for-profit behavioral healthcare organization serving adults and children working to recover from a serious mental illness or cope with a developmental disability; and

*Whereas* on December 2, 2014, Hamilton Township Council passed Resolution No. 14-474, which allocated \$200,000.00 of the Township's Affordable Housing Trust Fund monies to SERV to help subsidize their purchase of two properties (2117 South Clinton Avenue, 4 bedrooms, \$80,000.00 grant amount and 1915 Arena Drive, 6 bedrooms, \$120,000.00 grant amount) for the purpose of group homes for people with special needs, however, due to the passage of time and Hamilton inability to distribute Affordable Housing Trust Fund monies, the properties were no longer available for purchase, necessitating a re-allocation of the trust fund monies; and

*Whereas* SERV is interested in purchasing a property located at 117 Colonial Avenue in Hamilton Township, which will be used as a 4 bedroom group home for adults with intellectual and/or developmental disabilities; and

*Whereas* SERV has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to subsidize the cost of the purchase of 117 Colonial Avenue; and

*Whereas* Mayor Kelly A. Yaede and the Council of Hamilton wish to allocate \$100,000.00 from the Township's Affordable Housing Trust Fund to SERV Behavioral Health System, Inc., to help subsidize the purchase of 117 Colonial Avenue (4 bedrooms); and

*Whereas* upon acceptance of the grant monies, the aforesaid property will be subject to a 30-year deed restriction as an affordable housing property; and

*Whereas* this allocation is also subject to COAH's/Court's approval of the creditworthiness of the unit located at 117 Colonial Avenue (4 bedrooms) and the expenditure of funds for the purchase of said unit; and

16 059



RECEIVED REQUEST FOR COUNCIL ACTION  
TOWNSHIP OF HAMILTON  
DEPT. OF PLAN.

16

2015 JUL 16 P 2:51

DATE: July 9, 2015

78  
1-27-16  
CJP

**SERVICE REQUESTED:**

**FOR CONTRACTS & PSA'S (select one):**

- Ordinance
- Resolution
- Item for Discussion (explain)

- Request was made for Bids
- Request was made for Proposals/Quotes
- Request was made for Proposals/Quotes for Professional Services

INITIATING DEPT/DIV: CPC/Division of Planning

SUBJECT MATTER: 1) SERV requests a grant from the Township's Affordable Housing Trust Fund to help subsidize the purchase of 117 Colonial Avenue (\$100,000.00).  
2) Revision to Resolution #2014-474

**LIST SUPPORTING DATA:**

Email (6 pages total) from SERV dated 6-25-15 concerning request for trust fund grant  
Letter in support of Council Action from Robert C Poppert dated July 8, 2015

AMOUNT OF FUNDING: \$ 100,000.00  
(if applicable)

BUDGET ACCOUNT NAME: Affordable Housing Trust  
(i.e. Dept. of Adm., Professional Services)

BUDGET ACCOUNT NO(S): T-19-56-300-001-001  
(i.e. 3-01-20-120-000-028)

APPROVED BY: [Signature]  
John F. Ricci, Business Administrator

7/9  
DATE

APPROVED BY: [Signature]  
Kelly A. Yacobi, Mayor

7/10  
DATE

*(To be completed by the Business Administrator)*

PLEASE PREPARE THIS ITEM FOR THE 7/21 COUNCIL AGENDA.

*Deadline for submission to the Office of the Business Administrator for review and approval is 3:00 pm on the Monday the week preceding the Council Meeting.*

16 059

**SERV 2015 – Affordable Housing Trust Fund grant request**  
Project Summary

117 Colonial Avenue (purchase of dwelling) – \$100,000.00 (\$25,000.00 per bedroom – 4 bedrooms within house)

SERV is looking to purchase this one (1) home for use of a group homes for adults with intellectual and/or developmental disabilities. SERV will provide 30-year deed restrictions on this new dwelling and Hamilton will gain credit for 4 bedrooms (i.e. 4 units) with the possibility of bonus credits.

**Total Grant Request = \$100,000.00**

**Revision of Resolution #2014-474**

SERV had intentions to purchase homes at 1915 Arena Drive and 2117 South Clinton Avenue for the purpose of using the same for group homes. However, these two homes were no longer available and SERV did not purchase the same. Therefore, this resolution will need to be revised to eliminate the trust fund grant in the amount of \$200,000.00 (\$120,000.00 for 1915 Arena Drive and \$80,000.00 for 2117 South Clinton Avenue).

The trust fund grant request for the renovations to 6 Lohli Drive and 2 Bainbridge shall remain intact.

RCP  
File

16 059

## Robert Poppert

---

**From:** Keith Hamilton <khamilton@servbhs.org>  
**Sent:** Thursday, June 25, 2015 7:55 AM  
**To:** Robert Poppert  
**Cc:** Marilyn Ticktin; Dominic Longo  
**Subject:** SERV's purchase of 117 Colonial Avenue  
**Attachments:** listing sheet.pdf

Good morning Mr. Poppert,

As promised from our conversation yesterday. I am formally requesting a letter of support from Mayor Yaede with regard to SERV Behavioral Health System's purchase of 117 Colonial Avenue. As you know this letter should be addressed to the County Executive Brian M. Hughes. Also, please email a copy to Ed Pattik ([epattik@mercercounty.org](mailto:epattik@mercercounty.org)) and myself.

This property will become the permanent home to four adults with intellectual and/or developmental disabilities. We also intend to convert the office into a bedroom to be used for respite care on an as needed bases.

Our request of Hamilton Township is for \$100,000. Which will match the \$246,800 from the Mercer County HOME Investment Partnership Program. The proposed use of the funds are as follows:

1. 240,000 – acquisition (contracted price)
2. 65,000 – rehabilitation
  - a. New windows on the first floor
  - b. Renovate first floor bathroom (to make it handicapped accessible)
  - c. Widen doors on the first floor (to make it handicapped accessible)
  - d. Addition of ramp(s)
  - e. Renovate kitchen (cabinets & energy saving appliances)
  - f. Add an air conditioning unit for the first floor
  - g. Add stationary Hoyer lift in each of the first floor bedrooms (2)
3. 20,000 – sprinkler system
4. 21,800 – soft costs
  - a. Appraisal
  - b. Phase I
  - c. Home inspection
  - d. Insurance
  - e. Legal
  - f. Title and recording
  - g. Survey

I have attached the listing sheet for your review.

I look forward to working with you and the Township's leaders on this project.

Best,  
Keith

*Keith V. Hamilton*

VP, Community Relations  
20 Scotch Road, 3rd Floor

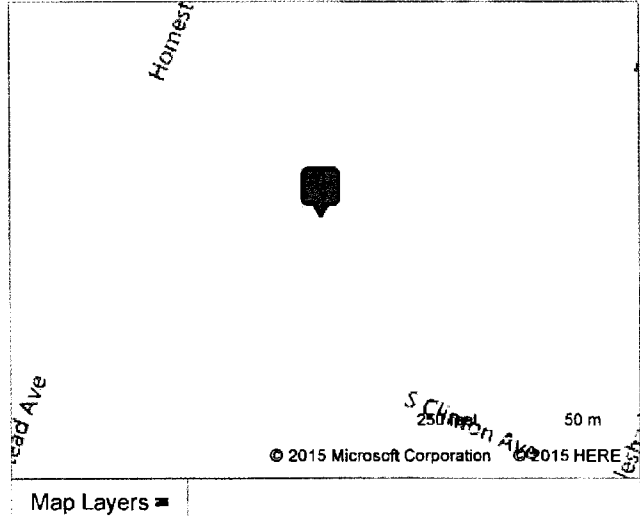
**BHHS Fox & Roach-Hamilton**  
 Client Multi-Photo Report courtesy of: **Steve Psyllos**  
 1 to 1 of 8 Listings

Office: (609) 890-3300  
 Mobile Phone: (609) 510-2624  
 E-mail: [spsyllos@msn.com](mailto:spsyllos@msn.com)

**117 Colonial Ave, Hamilton, NJ 08610** RES ACT **\$244,900**



Exterior



<b>General</b>			
<b>MLS #:</b> 6516264	<b>Subdiv / Nei:</b> Colonial Manor	<b>Ownership:</b> FeeSimple	<b>Beds, Baths:</b> 4 2/0
<b>DOM:</b> 86	<b>School Dist:</b> Hamilton	<b>Type:</b> Single/Detac	<b>Age:</b> 68
<b>MLS Area:</b> 21103 Hamilton Twp	<b>Townsh</b>	<b>Design:</b> 1-Story	<b>Aprox SqFt:</b> 1,630
<b>County:</b> Mercer	- High:	<b>Style:</b> Cape	<b>SqFt Source:</b> Assessor
<b>Tax ID #:</b> 03-02483-00020	- Middle:		<b>Unit Floor #:</b> AC: Y
	- Elem:		

<b>Room Dimensions</b>			<b>Other Information</b>		
<b>LR/GR:</b> 14 x 26 M	<b>Main BR:</b> 14 x 14 M	<b>Office:</b> 10 x 11 M	<b>Total Rooms:</b>		
<b>Dining:</b>	<b>2nd BR:</b> 11 x 14 M	<b>Screened:</b> 12 x 16 M	<b>Bath Full:</b> 1M 1U 0L		
<b>Kitchen:</b> 13 x 14 M	<b>3rd BR:</b> 15 x 21 U		<b>Bath Part:</b> 0M 0U 0L		
<b>Family:</b> 13 x 19 M	<b>4th BR:</b> 17 x 21 U		<b>Model:</b>		
<b>Inclusions:</b>			<b>Builder:</b>		
<b>Exclusions:</b>					

<b>Tax Information</b>	<b>Association Information</b>	<b>Lot Information</b>		<b>Land Use:</b>	<b>Zoning:</b> res
<b>RE Taxes / Yr:</b> \$7704 / 2014	<b>Condo / HOA:</b> N / N	<b>Aprox Acr:</b> 0.46	<b>Land Use:</b>	<b>AproxDim:</b> 100X200	<b>Watfrnt:</b> N/
<b>Assessment:</b> 168900	<b>Recur Fee / Freq:</b>	<b>Aprox SqFt:</b> 20,000			

**Features**  
**Utilities:** GasHeat, HotAirHeat, Radiators, GasHotWater, CentralAir, PublicWater, PublicSewer  
**Parking:** 1-CarGarage, 3+CarParking **Exterior:** VinylExt, PitchedRoof, NoPool  
**Bsmt:** FullBasement, UnfinishBsmt, OutSide/WkO **Interior:** TwoFirePI, BrickFirePI, FinishedWood, TileFl, NoModifs/Unk, BsmtLaundry **Kit:** EatInKitchen, GasCooking,

**Remarks**  
**Public:** What an exceptional 4 bedroom 2 bath home in impeccable condition. Built back when homes were built to last. This home is massive and offers hardwood floors throughout. A brick wood burning fireplace is one of many charming features this home has to offer. A custom built kitchen with attached enclosed screened porch will not disappoint. The first floor also boasts an office for your convenience and an attached oversized one-car garage. The full basement also features a fireplace. A huge fenced in back yard with mature trees provides a beautiful setting to enjoy all year round. All this located on a street right out of a Norman Rockwell painting.

**Directions:** Arena Drive to Colonial Avenue

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<http://www.trendmls.com/MLS/Report/PrintMemberListingReport.aspx?reportID=15&view...> 6/5/2015



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Client Multi-Photo Report courtesy of: Steve Psyllos  
1 to 1 of 8 Listings

Office: (609) 890-3300  
Mobile Phone: (609) 510-2624  
E-mail: [spsyllos@msn.com](mailto:spsyllos@msn.com)

Photos for 117 Colonial Ave, Hamilton, NJ      MLS # 6516264



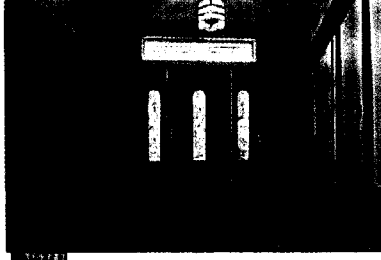
Exterior



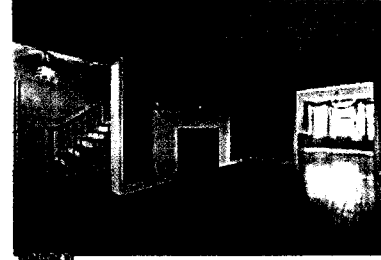
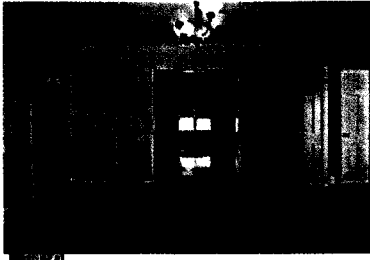
Exterior



Foyer



Foyer



Living Room



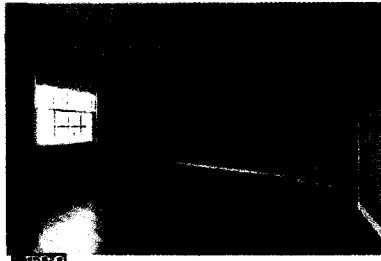
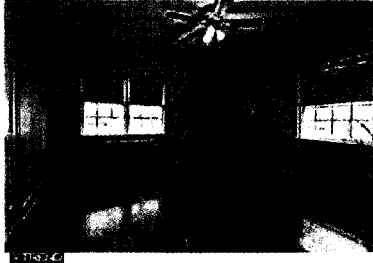
Kitchen

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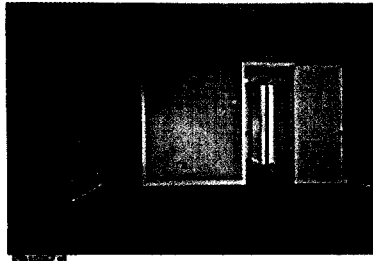
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Photos for 117 Colonial Ave, Hamilton, NJ      MLS # 6516264



Bedroom



Bedroom - Main



Exterior



Exterior



Exterior

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Photos for 117 Colonial Ave, Hamilton, NJ      MLS # 6516264



Exterior

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# SERV BEHAVIORAL HEALTH SYSTEM, INC.

*Proud Recipient of: 2006 NJAMHA Courage and Compassion Outstanding Provider Award*

*2007 NJPRA Wellness and Recovery Transformation Award*

*2010 Behavioral Healthcare Champion Award for President/CEO Gary Van Nostrand*

SERV Achievement Centers  
SERV Properties and Management  
SERV Centers of New Jersey  
SERV Foundation

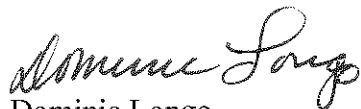
SERV Behavioral Health System, Inc. – Corporate Office  
20 Scotch Road, Ewing, NJ 08628  
Phone: 609-406-0100 Fax: 609-406-0307

August 1, 2016

Elizabeth K. McManus, LEED AP, PP, AICP  
Clarke Caton Hintz  
100 Barrack Street  
Trenton, NJ 08608

Re: SERV's Hamilton NJ Group Homes

SERV owns and operates two existing and one upcoming group home in Hamilton Township (Mercer) : 2 Bainbridge Court, 6 Lohli Drive, and 117 Colonial Avenue, respectively. The group homes have and will continue to provide housing for special needs clients. Their income consists of social security. As a result of this being their only source of income, these residents meet the threshold for very low income households.( 30% or less than the area median income).



Dominic Longo  
SERV Properties & Management

AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING  
TRUST FUND MONIES

THIS AGREEMENT made as of this 19 day of December, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and SERV, a non-for-profit corporation of the State of New Jersey, having offices at 20 Scotch Road, 3<sup>rd</sup> Floor, Ewing, New Jersey 08628 ("SERV").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 N.J. 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A. 52:27D-301 et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is be subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of \$138,000.00 to SERV for acquisition costs and renovation of properties at 117 Colonial Avenue, 2 Bainbridge Court, and 6 Lohli Drive, such allocation being at the request of SERV.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

- I. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund, in the amount of \$138,000.00, to SERV for the purpose of purchasing and renovating properties for use as affordable housing in the form of group homes. The allocation of the Monies shall be subject to the following allocation schedule:
  - A. Payment #1: 117 Colonial Avenue - \$100,000.00
  - B. Payment #2: 2 Bainbridge Court and 6 Lohli Drive - \$38,000.00

Payment #1 shall be made at the time of closing on 117 Colonial Avenue or, if the property has been acquired by SERV at the time of execution of this Agreement, upon satisfaction of the terms hereof. Payment #2 shall be made upon the commencement of renovation of the first of the two properties and receipt by the Township of an invoice submitted by SERV, provided that the requirements of Article VIII are satisfied.

- II. SERV agrees to use the Monies to purchase or renovate the following properties:
  - A. Purchase of a four bedroom house at 117 Colonial Avenue or credit toward the previous purchase of such property (\$100,000.000).
  - B. Renovation of two four bedroom houses at 2 Bainbridge Court and 6 Lohli Drive (\$38,000.00).
- III. SERV shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described herein above. The Properties shall not be age restricted and shall be available only to low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property shall be subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. SERV agrees to execute such instruments.
- IV. SERV shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. SERV in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.
- V. SERV shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. SERV shall pay the Administrative Agent a charge of \$200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* Such amount may be adjusted to reflect increases in the cost of living.

- VI. The Monies provided by the Township shall be returned to it by SERV if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should SERV fail to obtain a certificate of occupancy for that property, should the bedrooms therein fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.
- VII. SERV shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.
- VIII. The disbursements of the Monies by the Township to SERV shall be made in full upon the following:
- A. Approval of the Township's Spending Plan by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
  - B. The Township is convinced of the credit-worthiness of each project; and
  - C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).
- IX. Miscellaneous
- A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
  - B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.
  - C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
  - D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
  - E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

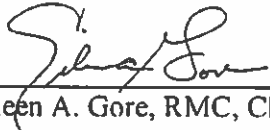
- F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as SERV and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

**SIGNATURES APPEAR ON THE NEXT PAGE**

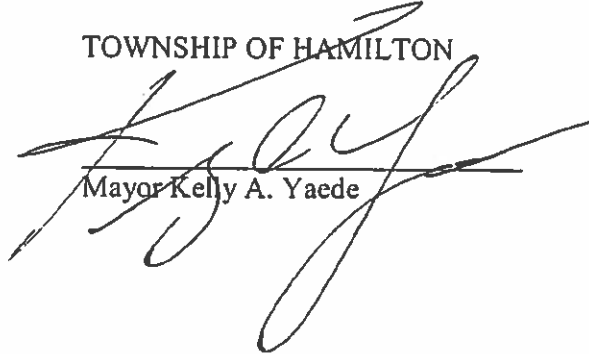


IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Attest:

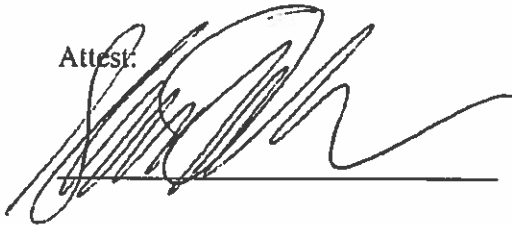
  
\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

TOWNSHIP OF HAMILTON

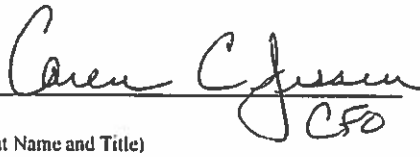
  
\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: 12/21/17

Attest:

  
\_\_\_\_\_

SERV

  
\_\_\_\_\_  
(Print Name and Title) CFO

Date: 12/19/17

## 41. SERV – 6 LOHLI DRIVE



**INSTR # 2018017227**  
 D BK 6324 PG 652 Pgs 652 - 6567 (5 pgs)  
 RECORDED 04/25/2018 03:28:27 PM  
 PAULA SOLLAMI COVELLO, COUNTY CLERK  
 MERCER COUNTY, NEW JERSEY

Mercer County Clerk  
 Paula Sollami Covello  
 PO Box 8068  
 240 West State Street  
 6<sup>th</sup> Floor  
 Trenton NJ 08650

Official Use Only - Realty Transfer Fee	
Date of Document March 28, 2018	Type of Document Deed
First Party Name Township of Hamilton	Second Party Name SERV
Additional Parties	

THE FOLLOWING SECTION IS **REQUIRED** FOR DEEDS ONLY  
**BUT SUGGESTED FOR ALL DOCUMENTS**

Lot Block 2483, Lot 20, Block 1717, Lot 17	Block Block 1996 Lot 13
Municipality Township of Hamilton	Consideration
Mailing Address of Grantee 20 Scotch Road Ewing, NJ 08628	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES,  
 SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	Original Page
---------------	---------------

DDM 5P clg #9

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY  
WITH RESTRICTIONS ON RESALE AND REFINANCING**

To Rental Property  
With Covenants Restricting Rentals, Conveyance and Improvements  
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 28 day of March, 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 (“the Township”), and SERV, a not-for-profit corporation of the State of New Jersey, having offices at 20 Scotch Road, 3<sup>rd</sup> Floor, Ewing, New Jersey 08628, the developer/sponsor (the “Owner”) of a residential low- or moderate-income rental project (the “Project”):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Township regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction with respect to the land and improvements more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 2483 Lot 20 Section \_\_, Lot \_\_ and Section \_\_, Lot \_\_ as shown of the Tax Map of the Township of Hamilton and is known by the street address: 117 Colonial Avenue, 2 Bainbridge Court and 6 Lohli Drive (“the Units”):

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period") commencing upon the latter of the date hereof or the date on which the first eligible person occupies a Unit and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each Unit shall remain subject to the requirements of this subchapter until the Township elects to release it from such requirements. Prior to such a municipal election the Unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing Units for very low-, low-, and moderate-income individuals, and no commitment for residency in a Unit shall be given or implied, without exception, to any person who has not been certified for a Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.
- C. No improvement may be made to the Property that would affect the bedroom configuration of the unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

#### Article 4. Remedies for Breach of Affordable Housing Covenants

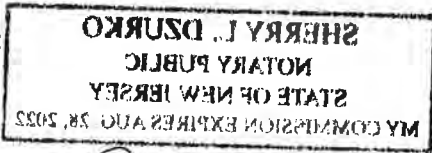
A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing

Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

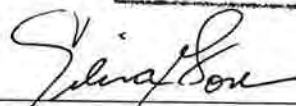
- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

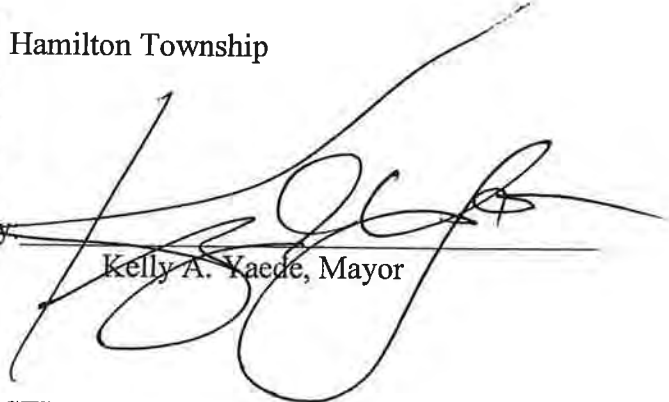
IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST:



Hamilton Township

  
Eileen A. Gore, RMC, CMC

By:   
Kelly A. Vaede, Mayor

WITNESS:

  
Sherry Dzurko

SERV


By:   
Title: CFO

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF MERCER )

I CERTIFY that on this 28 day of March, 2018, before me, the subscriber, personally appeared Caren Jesseman who I am satisfied is the person who executed the foregoing instrument as CEO of SERV, a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of SERV.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

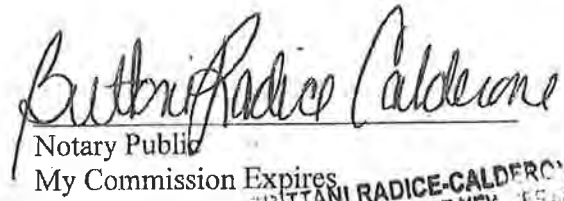
  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

**SHERRY L. DZURKO**  
**NOTARY PUBLIC**  
**STATE OF NEW JERSEY**  
**MY COMMISSION EXPIRES AUG. 28, 2022**

STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF MERCER )

I CERTIFY that on this 29 day of March, 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

**BRITTANI RADICE-CALDERONE**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Comm. # 23964**  
**My Commission Expires 2.5.2020**

**Council on Affordable Housing (COAH)  
Alternative Living Arrangement Survey**

Municipality: HAMILTON County: MERCER  
 Sponsor: SERV Properties + Management Developer: SERV Properties + Management  
 Block: 1996 Lot: 13 Street Address: 6 Lohli Drive  
 Facility Name: LOHLI GROUP HOME

Type of Facility:

- Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- Transitional facility for the homeless
- Residential health care facility (licensed by NJ Dept. of Community Affairs)
- Congregate living arrangement
- Other - Please Specify: \_\_\_\_\_

Sources of funding committed to the project :

- Capital funding from State - Amount \$ \_\_\_\_\_
- Balanced Housing - Amount \$ \_\_\_\_\_
- HUD - Amount \$ \_\_\_\_\_
- Federal Home Loan Bank - Amount \$ \_\_\_\_\_
- Farmers Home Administration - Amount \$ \_\_\_\_\_
- Development fees - Amount \$ \_\_\_\_\_
- Bank financing - Amount \$ 273,261
- Other - Please specify: \_\_\_\_\_
- Please provide a pro forma for proposed projects

Total # of clients 5  
 Total # of low-income clients 5  
 Total # of moderate-income clients \_\_\_\_\_  
 Total # of market-income clients \_\_\_\_\_

# of total bedrooms 5  
 # of low-income bedrooms 5  
 # of moderate-income bedrooms \_\_\_\_\_  
 # of market-income bedrooms \_\_\_\_\_

Length of Controls: \_\_\_\_\_ years  
 Effective Date of Controls: \_\_\_/\_\_\_/\_\_\_  
 Expiration Date of Controls: \_\_\_/\_\_\_/\_\_\_  
 Average Length of Stay: \_\_\_\_\_ months (transitional facilities only)

CO Date: 6/24/08  
 Indicate licensing agency:  
 DDD  DMHS  DHSS  DCA  
 Initial License Date: \_\_\_/\_\_\_/\_\_\_  
 Current License Date: 4/30/16

The following verification is attached:

- Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older?  Yes  No

Age-restricted?  Yes  No

Population Served (describe): Developmentally disabled

Accessible (in accordance with NJ Barrier Free Subcode)?  Yes  No

Affirmative Marketing Strategy (check all that apply):

- DDD/DMHS/DHSS waiting list
- Other (please specify): \_\_\_\_\_

**CERTIFICATIONS**

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Romance Longo Date: 7/14/16  
 Project Administrator

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Municipal Housing Liaison



# SERV BEHAVIORAL HEALTH SYSTEM, INC.

*Proud Recipient of: 2006 NJAMHA Courage and Compassion Outstanding Provider Award*

*2007 NJPRA Wellness and Recovery Transformation Award*

*2010 Behavioral Healthcare Champion Award for President/CEO Gary Van Nostrand*

SERV Achievement Centers  
SERV Properties and Management  
SERV Centers of New Jersey  
SERV Foundation

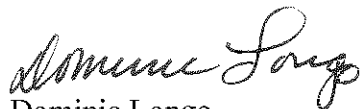
SERV Behavioral Health System, Inc. – Corporate Office  
20 Scotch Road, Ewing, NJ 08628  
Phone: 609-406-0100 Fax: 609-406-0307

August 1, 2016

Elizabeth K. McManus, LEED AP, PP, AICP  
Clarke Caton Hintz  
100 Barrack Street  
Trenton, NJ 08608

Re: SERV's Hamilton NJ Group Homes

SERV owns and operates two existing and one upcoming group home in Hamilton Township (Mercer) : 2 Bainbridge Court, 6 Lohli Drive, and 117 Colonial Avenue, respectively. The group homes have and will continue to provide housing for special needs clients. Their income consists of social security. As a result of this being their only source of income, these residents meet the threshold for very low income households.( 30% or less than the area median income).



Dominic Longo  
SERV Properties & Management

**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

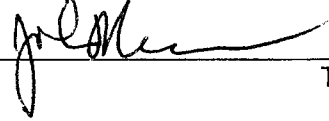
**RESOLUTION**

No. 24 274

APPROVED AS TO FORM AND LEGALITY

  
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

  
TITLE

**RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO SERV BEHAVIORAL HEALTH SYSTEM, INC. TO SUBSIDIZE RENOVATIONS AT 2 BAINBRIDGE COURT AND 6 LOHLI DRIVE, AND TO PURCHASE 2117 SOUTH CLINTON AVENUE (4 BEDROOMS) AND 1915 ARENA DRIVE (6 BEDROOMS) SUBJECT TO COAH APPROVAL (\$38,000.00 TOWARDS RENOVATIONS; \$200,000.00 TOWARDS PURCHASES; \$238,000.00 TOTAL GRANT AMOUNT)**

*Whereas* Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

*Whereas* the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1 et seq.); and

*Whereas* SERV Behavioral Health System, Inc. ("SERV") is a private statewide, not-for-profit behavioral healthcare organization serving adults and children working to recover from a serious mental illness or cope with a developmental disability; and

*Whereas* SERV currently owns two properties located at 2 Bainbridge Court and 6 Lohli Drive in Hamilton Township which are in need of certain renovations; and

*Whereas* SERV is also interested in purchasing properties located at 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms) in Hamilton Township, for the purposes of group homes for people with special needs; and

*Whereas* SERV has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to subsidize the cost of the renovations to and the purchase of the aforementioned properties; and

*Whereas* Mayor Kelly A. Yaede and the Council of Hamilton wish to allocate \$238,000.00 (\$19,000.00 for 2 Bainbridge Court; \$19,000.00 for 6 Lohli Drive; \$80,000.00 for 2117 South Clinton Avenue (4 bedrooms); \$120,000.00 for 1915 Arena Drive (6 bedrooms)) from the Township's Affordable Housing Trust Fund to SERV Behavioral Health System, Inc., for the purpose of subsidizing the renovations to 2 Bainbridge Court and 6 Lohli Drive, and the purchase of 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms); and

*Whereas* upon acceptance of these grant monies, the aforesaid properties will be subject to 30-year deed restrictions as affordable housing properties; and

*Whereas* this allocation is subject to COAH approval of the creditworthiness of the units located at 2 Bainbridge Court and 6 Lohli Drive and the expenditure of funds for renovations to said units; and

*Whereas* this allocation is also subject to COAH approval of the creditworthiness of the units located at 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms) and the expenditure of funds for the purchase of said units; and



**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

**RESOLUTION** No. 14 474

**RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO SERV BEHAVIORAL HEALTH SYSTEM, INC. TO SUBSIDIZE RENOVATIONS AT 2 BAINBRIDGE COURT AND 6 LOHLI DRIVE, AND TO PURCHASE 2117 SOUTH CLINTON AVENUE (4 BEDROOMS) AND 1915 ARENA DRIVE (6 BEDROOMS) SUBJECT TO COAH APPROVAL (\$38,000.00 TOWARDS RENOVATIONS; \$200,000.00 TOWARDS PURCHASES; \$238,000.00 TOTAL GRANT AMOUNT)**

*Whereas* this allocation is also subject to execution of an Agreement between SERV Behavioral Health System, Inc. and Hamilton Township; and

*Whereas* it is in the best interest of the citizens of the Township to proceed with this commitment to SERV Behavioral Health System, Inc.;

*Now, Therefore, Be It Resolved* by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that subject to COAH's express approval, the proper municipal officials be and hereby are authorized to allocate \$238,000.00 from the Township's Affordable Housing Trust Fund to SERV Behavioral Health System, Inc., in order to subsidize renovations to properties located at 2 Bainbridge Court and 6 Lohli Drive and to subsidize the purchase of properties located at 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms) in Hamilton Township.

*[Handwritten mark]*

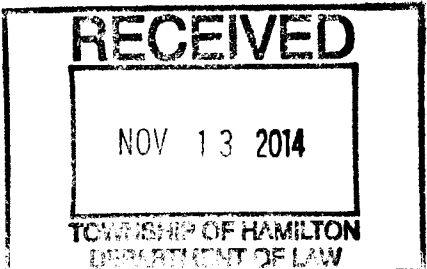
**14 474**

ADOPTED BY COUNCIL ON [Signature]  
PRESIDENT

December 2, 2014  
DATE [Signature]  
MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
KEVIN J. MEARA	✓					
DENNIS A. PONE	✓					
EDWARD R. GORE	✓				✓	
ILEANA SCHIRMER	✓					✓
DAVID J. KENNY	✓					

X - Indicates Vote    A.B. - Absent    N.V. - Not Voting    RES. - Moved    SEC. - Seconded



**REQUEST FOR COUNCIL ACTION**

DATE: November 7, 2014

*Handwritten initials and date: 11-24-14*

**SERVICE REQUESTED:**

- Ordinance
- Resolution
- Item for Discussion (explain)

**FOR CONTRACTS & PSA'S (select one):**

- Request was made for Bids
- Request was made for Proposals/Quotes
- Request was made for Proposals/Quotes for Professional Services

INITIATING DEPT/DIV: CPC/Division of Planning

SUBJECT MATTER: SERV requests a grant from the Township's Affordable Housing Trust Fund to support renovations at 2 Bainbridge Ct and 6 Lohli Drive as well as the purchase of 2117 South Clinton Avenue and 1915 Arena Drive.

**LIST SUPPORTING DATA:**

- E-mail dated 8-16-14 to SERV concerning 2 Bainbridge and 6 Lohli Drive.
- Letter from SERV dated 9-16-14 concerning request for trust fund grant
- Letter in support of Council Action from Robert C Poppert dated November 7, 2014

*Handwritten number: 24*

AMOUNT OF FUNDING: \$ 238,000.00  
(if applicable)

BUDGET ACCOUNT NAME: Affordable Housing Trust  
(i.e. Dept. of Adm., Professional Services)

BUDGET ACCOUNT NO(S): T-19-56-300-001-001  
(i.e. 3-01-20-120-000-028)

APPROVED BY: *[Signature]*  
John F. Ricci, Business Administrator

DATE: 11/10

APPROVED BY: *[Signature]*  
Kelly A. Yaede, Mayor

DATE: 11/14

*Handwritten signature and date: 11/17/14*

*(To be completed by the Business Administrator)*

PLEASE PREPARE THIS ITEM FOR THE 11/18 COUNCIL AGENDA.

*Deadline for submission to the Office of the Business Administrator for review and approval is 3:00 pm on the Monday the week preceding the Council Meeting.*

**SERV 2014 – Affordable Housing Trust Fund grant request**  
Project Summary

2 Bainbridge Court renovations - \$19,000.00  
6 Lohli Drive renovations - \$19,000.00

Both addresses above currently do not have any affordable housing restrictions on them but were found to be listed on the Township's affordable housing inventory. By providing grant monies to SERV for renovations at both homes SERV will provide 30-year deed restrictions on each dwelling and Hamilton will gain credit for 4 bedrooms at each house.

2117 South Clinton Avenue (purchase of dwelling) – \$80,000.00 (\$20,000.00 per bedroom – 4 bedrooms within house)  
1915 Arena Drive (purchase of dwelling) - \$120,000.00 (\$20,000.00 per bedroom – 6 bedrooms within house)

SERV is looking to purchase these two (2) homes for group homes for special needs people. SERV will provide 30-year deed restrictions on each dwelling and Hamilton will gain credit for 4 bedrooms at the South Clinton dwelling and 6 bedrooms at the Arena Drive dwelling.

**Total Grant Request = \$238,000.00**

2

  
RCP  
File

**SERV** BEHAVIORAL HEALTH SYSTEM, INC.  
Proud Recipient of: 2006 NJAMHA Courage and Compassion Outstanding Provider Award  
2007 NJPRA Wellness and Recovery Transformation Award  
2010 Behavioral Healthcare Champion Award for President/CEO Gary Van Nostrand

SERV Achievement Centers  
SERV Properties and Management  
SERV Centers of New Jersey  
SERV Foundation

SERV Behavioral Health System, Inc. – Corporate Office  
20 Scotch Road, Ewing, NJ 08628  
Phone: 609-406-0100 Fax: 609-406-0307

September 16, 2014

Robert C. Poppert, PP, AICP  
Township Planner, Division of Planning, MHL  
Department of Community Planning and Compliance  
2090 Greenwood Avenue  
Hamilton, NJ 08650

Dear Mr. Poppert,

Thank you, and the leadership of Hamilton Township, for considering assisting SERV Properties & Management, Inc. (SERV P&M) as we pursue the purchase of two properties to be used as group homes for special-needs individuals. We also appreciate your consideration of having the Hamilton Township Affordable Housing Trust Fund provide funds toward the purchase of these homes.

We have identified 2117 S. Clinton Ave. (4 bedrooms) as well as 1915 Arena Drive (6 bedrooms) as homes we feel will serve our consumers' needs (listing sheets attached.) To that end, SERV P&M formally requests \$20,000 per bedroom for a total of \$200,000. These funds will be used for acquisition, due diligence and closing costs. We will obtain conventional bank financing for the balance.

Both homes will need sprinkler systems, as this is a requirement of the N.J. Department of Human Services, Division of Developmental Disabilities. The approximate cost of the sprinklers per home is \$15,000. The homes may need additional renovations after engineering inspections are completed.

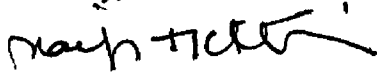
Due to the uncertainty of the housing market, it would be helpful to us -- assuming the Township leaders agree to fund this project -- to receive at a minimum a Letter of Intent to Fund.

On a separate matter, neither 2 Bainbridge nor 6 Lohli are encumbered by any affordable restrictions. We would consider imposing new 30-year deed restrictions in exchange for a housing grant for renovations. The list of proposed renovations is attached.

Kindly let me now if you need any additional information for the Council's review.

We look forward to partnering with Hamilton Township.

Sincerely,



Corporate Office: 20 Scotch Road, Ewing, NJ 08628 ~ Phone: (609) 406-0100 ~ Fax: (609) 406-0307 ~ [www.servbhs.org](http://www.servbhs.org)  
Serving: Burlington ~ Hudson ~ Mercer ~ Middlesex ~ Monmouth ~ Ocean ~ Passaic ~ Union

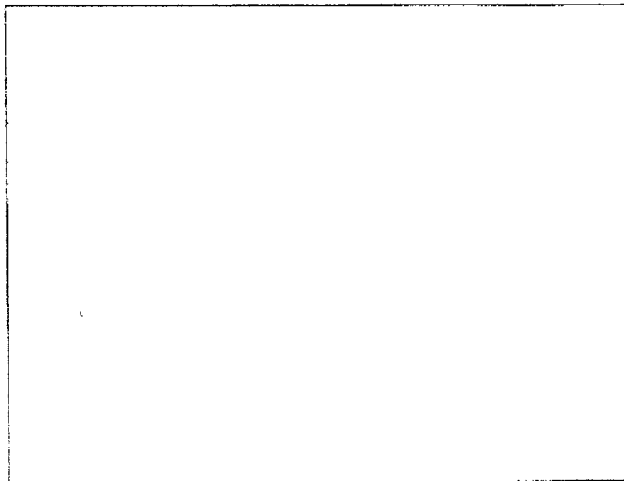
2117 S Clinton Ave, Hamilton, NJ 08610

RES ACT

\$249,900



Exterior Front



Map Layers =

General

MLS #: 6413555	Subdiv / Nel: Russell Terrace	Ownership: FeeSimple	Beds, Baths: 4 2/1
DOM: 107	School Dist: Hamilton	Type: Single/Detac	Age: 57
MLS Area: 21103 Hamilton Twp	Townsh	Design: 1-Story	Aprox SqFt:
County: Mercer	- High:	Style: Ranch	SqFt Source:
Tax ID #: 03-02252-00001	- Middle:		Unit Floor #: AC: Y
	- Elem:		

Room Dimensions

LR/GR: 0 x 0 M	Main BR: 0 x 0 M
Dining:	2nd BR: 0 x 0 M
Kitchen: 0 x 0 M	3rd BR: 0 x 0 M
Family:	4th BR: 0 x 0 M

Inclusions:  
Exclusions:

Other Information

Total Rooms:  
 Bath Full: 0M 0U 0L  
 Bath Part: 0M 0U 0L  
 Model:  
 Builder:

Tax Information

RE Taxes / Yr: \$9058 / 2014  
Assessment: 176200

Association Information

Condo / HOA: N / N  
Recur Fee / Freq:

Lot Information

Aprox Acr: 0.29 Land Use: Zoning: 2 fam  
Aprox SqFt: 12,500 AproxDim: 125x100 Watfmt: N/

Features

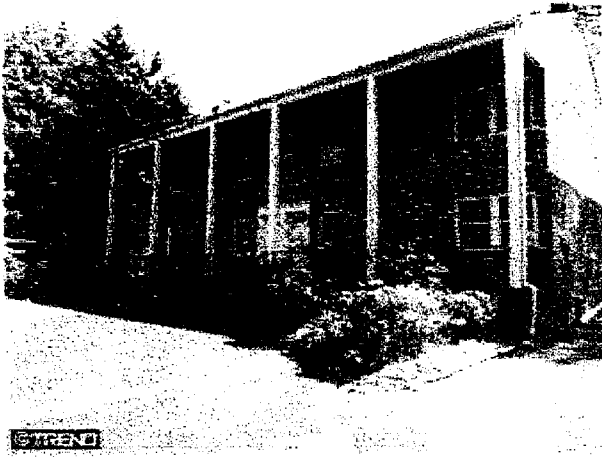
Utilities: GasHeat, GasHotWater, CentralAir, PublicWater, PublicSewer  
Parking: 1-CarGarage, 3+CarParking Exterior: BrickExt, NoPool  
Bsmt: FullBasement Interior: NoFireplace, NoModifs/Unk, NoLaundry Kit: EatInKitchen, GasCooking,

Remarks

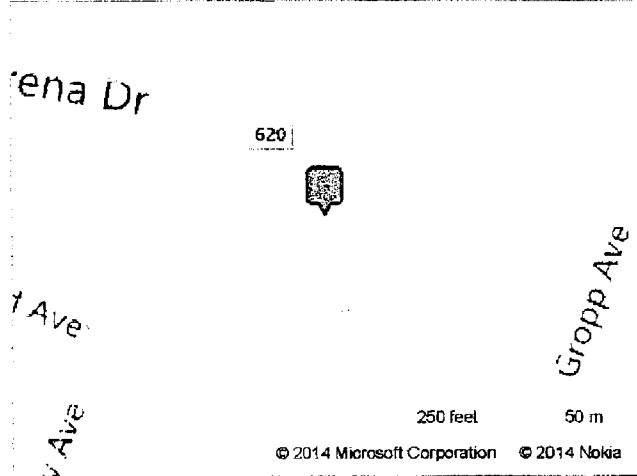
Public: Whether you are looking for an investment property or an in-law suite...look no further. This magnificent home in Hamilton has all the upgrades. Quality tile flooring, upgraded cabinetry, stonewashed back splash and new appliances to top it off. Family room and living room are of ample size with nice hardwood flooring. Updated baths with more quality work. Relax or entertain in the full finished basement with many upgrades including built-in 7.1 in wall surround sound system. Home is currently being used as a duplex but can easily be converted to a single family home. both units are a must see. Great value at a great price.

Directions:

© TREND - All information, regardless of source, should be verified by personal inspection by and/or with the appropriate professional(s). The information is not guaranteed. Measurements are solely for the purpose of marketing, may not be exact, and should not be relied upon for loan, valuation, or other purposes. Copyright 2014 Created: 09/02/14 12:04 PM.



Exterior Front



Map Layers ▲

General

MLS #: 6388258	Subdiv / Nei: Colonial Manor	Ownership: FeeSimple	Beds, Baths: 6 2/2
DOM: 83	School Dist: Hamilton	Type: Single/Detac	Age: 44
MLS Area: 21103 Hamilton Twp	Townsh	Design: 2-Story	Aprox SqFt: 3,024
County: Mercer	- High: Hamilton W	Style: Colonial	SqFt Source: Assessor
Tax ID #: 03-02530-00012	- Middle: A E Grice		Unit Floor #: AC: Y
	- Elem: McGalliard		

Room Dimensions

LR/GR: 25 x 16 M	Main BR: 16 x 16 U	Laundry: 0 x 0 B
Dining: 15 x 13 M	2nd BR: 16 x 12 U	Br #5: 14 x 13 U
Kitchen: 13 x 11 M	3rd BR: 14 x 12 U	Br #6: 14 x 14 U
Family: 13 x 11 M	4th BR: 14 x 12 U	In-Law: 13 x 10 M
		In-Law: 14 x 12 M

Other Information

Total Rooms: 12  
 Bath Full: 1M 1U 0L  
 Bath Part: 1M 1U 0L  
 Model:  
 Builder:

21

Inclusions: Dishwasher, Cooktop, Wall Oven

Exclusions: None

Tax Information

RE Taxes / Yr: \$9478 / 2014  
 Assessment: 207800

Association Information

Condo / HOA: N / N  
 Recur Fee / Freq:

Lot Information

Aprox Acr: 0.34  
 Aprox SqFt: 15,000

Land Use:

AproxDim: 100X150

Zoning: R10

Watfrnt: N/

Features

Utilities: GasHeat, HotAirHeat, GasHotWater, CentralAir, PublicWater, PublicSewer  
 Parking: NoGarage, 3+CarParking, DrivewayPrk, Private Exterior: Sidewalks, StreetLights, Alu/SteelExt, BrickExt, ConcreteFoun, LevelLot, OpenLot, FrontYard, RearYard, PitchedRoof, ShingleRoof, Patio, NoPool  
 Bsmt: FullBasement, UnfinishBsmt Interior: AccessPanel, TwoFirePI, BrickFirePI, LR/GRFireP, FinishedWood, Vinyl/LinFl, PartBathMnBe, Foyer/VestEn, InLawSuite, NoModifs/Unk, BsmtLaundry Kit: EatInKitchen, GasCooking, KitPantry, KitDoubleSin, KitCookTop, WallOven, BuiltInDishW  
 Poss: Negotiable Finance: ConventnalFi, VA, FHA203(k), FHA203(b) Show: ComboLockBox  
 ShoreWater: None/OtherSh

Remarks

Public: Custom built and owned by the original owners, this home boasts SIX bedrooms! Perfect for large or extended family, it has hardwood floors throughout, freshly painted walls, two brick fireplaces (one with Forrester wood stove insert) and central air conditioning. Brick front with a raised porch surrounded by wrought iron railings, it features a circular driveway plus additional driveway parking. This home has so much potential! Large rooms, and plenty of them, allow for flexible usage. Kitchen is eat-in sized with gas cooktop, wall oven and dishwasher. There is also a hood and fan that is vented outside. There is a powder room off the foyer. The Dining Room has a slider to the outside raised patio. Living Room has french doors to the dining room and to the foyer. If you have a desire to lower heating costs, the wood stove will keep costs down. Also on the first

level is a separate (separate entrance) additional living area. It features a kitchenette, full bath and two rooms. Both sides of the home are accessible from front or back entrances. The second level extends over the entire structure and was used as six spacious bedrooms (including MBR with 1/2 bath), multiple closets and good sized full bath with double vanity and sinks and tub/shower. The full, dry basement has HIGH ceilings and another brick fireplace with wood stove insert. There is also an outside entrance. HMS warranty being provided for Buyer peace of mind! Convenient location: 5.6 miles to Hamilton Train Station, 1 mile to 295/95 or 195. The Township has determined that this can officially be used as a multi-family dwelling. You can live in one side and rent the other.

Directions: Arena Drive between Whitehorse-Mercerville Road and Groppe.



# SERV BEHAVIORAL HEALTH SYSTEM, INC.

*Proud Recipient of: 2006 NJAMHA Courage and Compassion Outstanding Provider Award  
2007 NJPRA Wellness and Recovery Transformation Award  
2010 Behavioral Healthcare Champion Award for President/CEO Gary Van Nostrand*

SERV Achievement Centers  
SERV Properties and Management  
SERV Centers of New Jersey  
SERV Foundation

SERV Behavioral Health System, Inc. – Corporate Office  
20 Scotch Road, Ewing, NJ 08628  
Phone: 609-406-0100 Fax: 609-406-0307

## Proposed Housing Renovations for 2 Bainbridge Court, Hamilton

New heater and air conditioning unit	\$8000
Interior Painting	\$6000
Remove carpet from 4 bedrooms & hallway	
Install commercial floor covering	\$5000

## Proposed Housing Renovations for 6 Lohli Drive, Hamilton

Remove 4 trees at the rear of the house  
that are very close to house, remove tree in front  
remove ivy, gravel, level yard and plant sod or grass  
seed (violation from Township) \$7500

Remove carpet on second floor (4) bedrooms  
and hallway- Prep floor and install commercial  
grade flooring \$5500

Interior painting \$6000.

Thank you for your consideration.

Sincerely,

Marilyn Ticktin  
Director of Housing Development

Corporate Office: 20 Scotch Road, Ewing, NJ 08628 ~ Phone: (609) 406-0100 ~ Fax: (609) 406-0307 ~ [www.servbhs.org](http://www.servbhs.org)  
Serving: Burlington ~ Hudson ~ Mercer ~ Middlesex ~ Monmouth ~ Ocean ~ Passaic ~ Union

## Robert Poppert

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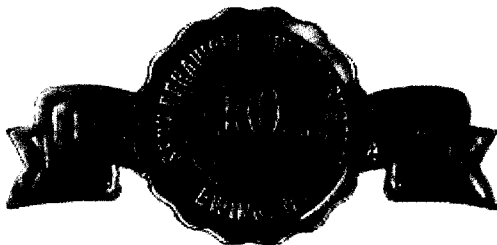
**From:** Marilyn Ticktin <mticktin@servbhs.org>  
**Sent:** Tuesday, September 16, 2014 10:14 AM  
**To:** Robert Poppert  
**Subject:** SERV-COAH  
**Attachments:** poppert5.pdf; arena sclinton.pdf; lohli bainbridge - Copy.docx

Rob,

Please see attached.

Thank you.

**Marilyn K. Ticktin**  
Director of Housing Development  
**SERV Behavioral Health System, Inc.**  
20 Scotch Road  
Ewing, N.J. 08628  
Phone: 609-662-3062  
[mticktin@servbhs.org](mailto:mticktin@servbhs.org)  
Fax: 609-406-0307  
[www.servbhs.org](http://www.servbhs.org)



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## Robert Poppert

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**From:** Robert Poppert  
**Sent:** Saturday, August 16, 2014 10:01 AM  
**To:** 'Marilyn Ticktin'  
**Subject:** RE: SERV- COAH

Marilyn,

Thanks for coming in and sharing with us your plans for a new two (2) new homes in the Township. While we did not have a preference in which 2 of the 3 homes you should look into, it is a matter of your needs and programming. I would ask that you finalize your decision on which 2 homes you would like to pursue and then provide us with a letter an info we talked about at our last meeting.

Specifically, addresses for the homes in question, budgetary information and other sources of funding, and if possible a listing of anticipated renovations to each home.

On a separate but related matter – concerning 2 Bainbridge and 6 Lohli Drive, do happen to know if these 2 properties are currently encumbered by any affordable restrictions? If they are not we would like to explore imposing new 30 yr deed restrictions on them in exchange providing a housing grant for renovations that may be needed for each house. If restrictions are on the home that may be set to expire soon we would like to extend those restrictions in exchange for the same. Please let me know the status of both properties and if we can help each other.

If possible we could lump together as many SERV projects at one time for Council review and approval.

Thank you very much  
Rob

**Robert C. Poppert, PP, AICP**  
Township Planner, Division of Planning  
Municipal Housing Liaison  
Department of Community Planning and Compliance  
2090 Greenwood Avenue  
Hamilton, NJ 08650  
609-890-3674 (phone)  
609-890-3537 (fax)  
[rpoppert@hamiltonnj.com](mailto:rpoppert@hamiltonnj.com)  
[www.hamiltonnj.com](http://www.hamiltonnj.com)

**From:** Marilyn Ticktin [<mailto:mticktin@servbhs.org>]  
**Sent:** Monday, August 04, 2014 1:52 PM  
**To:** Robert Poppert  
**Subject:** SERV- COAH

Mr. Poppert,

It was very nice to meet with you, Mr. Ricci and Mr. Williams on July 31, 2014.

As we discussed at the meeting, SERV Properties & Management is interested in doing two residential homes within the Township of Hamilton with COAH funding of \$20,000.00 a bedroom provided by the Township of Hamilton's Trust Fund.

We understand that this request will go to the Council for approval and if approved, the funds would not be available until there is final approval of the Township of Hamilton's Spending Plan by the State of New Jersey.

Attached are listing sheets for the homes we could consider.

Thank you,

Marilyn Ticktin  
609-662-3062

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For more information please visit <http://www.symanteccloud.com>

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AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING  
TRUST FUND MONIES

THIS AGREEMENT made as of this 19 day of December, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and SERV, a non-for-profit corporation of the State of New Jersey, having offices at 20 Scotch Road, 3<sup>rd</sup> Floor, Ewing, New Jersey 08628 ("SERV").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 N.J. 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A. 52:27D-301 et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is be subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of \$138,000.00 to SERV for acquisition costs and renovation of properties at 117 Colonial Avenue, 2 Bainbridge Court, and 6 Lohli Drive, such allocation being at the request of SERV.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

- I. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund, in the amount of \$138,000.00, to SERV for the purpose of purchasing and renovating properties for use as affordable housing in the form of group homes. The allocation of the Monies shall be subject to the following allocation schedule:
  - A. Payment #1: 117 Colonial Avenue - \$100,000.00
  - B. Payment #2: 2 Bainbridge Court and 6 Lohli Drive - \$38,000.00

Payment #1 shall be made at the time of closing on 117 Colonial Avenue or, if the property has been acquired by SERV at the time of execution of this Agreement, upon satisfaction of the terms hereof. Payment #2 shall be made upon the commencement of renovation of the first of the two properties and receipt by the Township of an invoice submitted by SERV, provided that the requirements of Article VIII are satisfied.

- II. SERV agrees to use the Monies to purchase or renovate the following properties:
  - A. Purchase of a four bedroom house at 117 Colonial Avenue or credit toward the previous purchase of such property (\$100,000.000).
  - B. Renovation of two four bedroom houses at 2 Bainbridge Court and 6 Lohli Drive (\$38,000.00).
- III. SERV shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described herein above. The Properties shall not be age restricted and shall be available only to low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property shall be subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. SERV agrees to execute such instruments.
- IV. SERV shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. SERV in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.
- V. SERV shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. SERV shall pay the Administrative Agent a charge of \$200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* Such amount may be adjusted to reflect increases in the cost of living.

- VI. The Monies provided by the Township shall be returned to it by SERV if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should SERV fail to obtain a certificate of occupancy for that property, should the bedrooms therein fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.
- VII. SERV shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.
- VIII. The disbursements of the Monies by the Township to SERV shall be made in full upon the following:
- A. Approval of the Township's Spending Plan by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;
  - B. The Township is convinced of the credit-worthiness of each project; and
  - C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).
- IX. Miscellaneous
- A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
  - B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.
  - C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
  - D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
  - E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

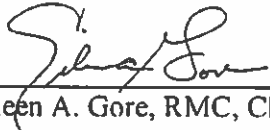
- F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as SERV and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.
- H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
- J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

**SIGNATURES APPEAR ON THE NEXT PAGE**

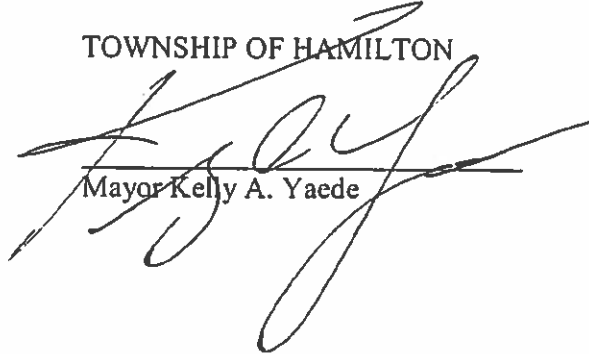


IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Attest:

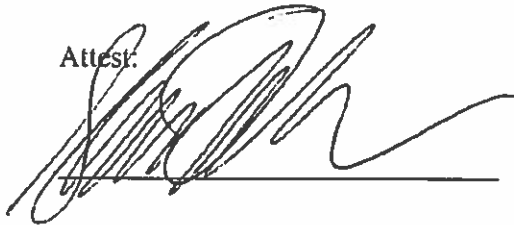
  
\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

TOWNSHIP OF HAMILTON

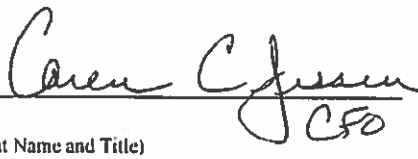
  
\_\_\_\_\_  
Mayor Kelly A. Yaede

Date: 12/21/17

Attest:

  
\_\_\_\_\_

SERV

  
\_\_\_\_\_  
(Print Name and Title) CFO

Date: 12/19/17

## 42. SOCIETY HILL I & II



**Mercer County  
Document Summary Sheet**

MERCER COUNTY CLERK

MERCER COUNTY COURTHOUSE

209 SOUTH BROAD STREET

TRENTON NJ 08650

INSTR # 2018052727

D BK 6351 PG 1129

RECORDED 12/12/2018 01:04:45 PM

PAULA SOLLAMI COVELLO, COUNTY CLERK

MERCER COUNTY, NEW JERSEY

**Official Use Only**

**Transaction Identification Number**

3668612

3173765

**Submission Date** (mm/dd/yyyy)

12/12/2018

**No. of Pages** (excluding Summary Sheet)

5

**Recording Fee** (excluding transfer tax)

\$75.00

(Convenience Charge of \$5.00 included)

**Realty Transfer Tax**

\$0.00

**Total Amount**

\$75.00

**Document Type**

MISCELLANEOUS DEED

**Municipal Codes**

HAMILTON TOWNSHIP

HAT

**Batch Type**

L2 - LEVEL 2 (WITH IMAGES)

**Bar Code(s)**



18 87 97

**Return Address** (for recorded documents)

FOUNDATION TITLE, LLC

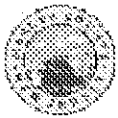
13000 LINCOLN DRIVE WEST

MARLTON, NJ 08053

**Additional Information (Official Use Only)**

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RETAIN THIS PAGE FOR FUTURE REFERENCE.**



**Mercer County  
Document Summary Sheet**

<b>MISCELLANEOUS DEED</b>	<b>Type</b>		MISCELLANEOUS DEED		
	<b>Consideration</b>				
	<b>Submitted By</b>		SIMPLIFILE, LLC. (SIMPLIFILE)		
	<b>Document Date</b>		11/29/2018		
	<b>Reference Info</b>				
	<b>Book ID</b>	<b>Book</b>	<b>Beginning Page</b>	<b>Instrument No.</b>	<b>Recorded/File Date</b>
	<b>GRANTOR</b>		<b>Name</b>		<b>Address</b>
			ROHULLAH MOHAMMAD		
			LATIFA YOUSAFZAI		
	<b>GRANTEE</b>		<b>Name</b>		<b>Address</b>
		TOWNSHIP OF HAMILTON			
<b>Parcel Info</b>					
<b>Property Type</b>	<b>Tax Dist.</b>	<b>Block</b>	<b>Lot</b>	<b>Qualifier</b>	<b>Municipality</b>
	HA	2167	655		HAT

*\* DO NOT REMOVE THIS PAGE.*

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818-112930

**Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property**

**Fair Housing Act Required Covenants Restricting Use, Conveyance and Mortgage Debt**

THIS DECLARATION is made this 29 day of November, 2018, by Rohullah Mohammad & Latifa Yousafzai, whose address is about to be 63 Versailles Court (hereinafter referred to as "Owner").

WHEREAS, Owner is the owner of 63 Versailles Ct, Hamilton, an affordable unit that is situated within Society Hill at Hamilton II, a development located in the Township of Hamilton, County of Mercer, State of New Jersey; and

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1986, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households;

WHEREAS, pursuant to the Act, the Affordable Unit described above has been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to ensure that the described Affordable Unit remains affordable to low and moderate income eligible households for that period of time described in this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to ensure that the affordability controls are recorded on the Affordable Unit so as to bind the Owner of the Affordable Unit with the covenants, conditions and restrictions, with which they shall be required to comply, and to notify all future purchasers of the Affordable Unit that the housing unit is encumbered with affordability controls.

**Article 1. Affordable Housing Covenants**

The sale and use of the Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, *et seq*), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*) (the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land, for the Affordable Unit, for the period of time commencing upon the earlier of (a) the date hereof or (b) the date the initial certified household

took title to the unit ("Control Period"), and terminating upon the expiration of the Control Period as provided in Section 11 hereof.

A. The Affordable Unit may be conveyed only to a household which has been approved in advance and in writing by the Township of Hamilton, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Affordable Unit shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price" or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percentum (95%) of the applicable MRP.

D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

I. The Affordable Unit shall remain subject to the requirements hereof until the Township of Hamilton elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years and until terminated by the Township.

Article 2. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Affordable Unit Owner, or any successor in interest or other owner of the Affordable Unit, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance. This Declaration replaces and supersedes any prior Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions that was filed in the Office of the Clerk, County of Mercer.

WITNESS WHEREOF, Owner has caused this instrument to be executed this 29 day of November, 2018

WITNESS: Valeria D. Mason  
Valeria D. Mason

Latifa Yousafzai Rohullah Mohammad  
Latifa Yousafzai, Owner Rohullah Mohammad Owner

STATE OF NEW JERSEY )  
 ) ss.:  
COUNTY OF Mercer )

On this the 29 day of November, 2018 before me came **Rohullah Mohammad & Latifa Yousafzai** who acknowledges and makes proof to my satisfaction that he/she/they are/is the Owners named within this Declaration, and that he/she/they have executed said Declaration for the purposes set forth therein, sworn to and subscribed by them in my presence on this date.

Sworn to and subscribed before me  
this the 29 day of November, 2018

  
\_\_\_\_\_

Valerie A. Mason  
Notary Public of New Jersey

Record and Return to: My Commission Expires Jan. 26, 2019

Piazza & Associates  
216 Rockingham Row  
Princeton Forrestal Village  
Princeton, NJ 08540

 FOUNDATION TITLE, LLC  
3840 Quakerbridge Rd, Ste 120  
Hamilton, NJ 08619 210  
(609) 586-7077

*Top Certified Copy*



**LEGAL DESCRIPTION**

**Foundation Title, LLC - Hamilton**

a Policy Issuing Agent for **First American Title Insurance Company**  
File No. 818-112930

All that certain tract or parcel of land, situated, lying and being in Hamilton Township, County of Mercer, and State of New Jersey, more particularly described as follows:

BEING known and designated as Unit No. J-2, in Building 16, in Society Hill at Hamilton II Condominium, together with an undivided .23% interest in the Common Elements appurtenant thereto, in accordance with and subject to the terms, conditions, easements, covenants, restrictions, limitations, and other provisions as set forth in the Society Hill at Hamilton II Condominium Master Deed and Declaration of Restrictive and Protective Covenants dated June 27, 1988, recorded July 5, 1988, in the Office of the Mercer County Clerk/Register in Deed Book 2449, Page 88, et seq., as amended from time to time.

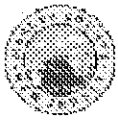
The owner's right, title and interest in this unit and the use, sale and resale of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the "Affordable Housing Plan of Society Hill at Hamilton II Condominium" dated May 27, 1988 which plan was filed in the Office of the Clark of Mercer County in Deed Book 2445, Page 246, et seq. on June 3, 1988 and is on file with the Township of Hamilton Planning Board.

**NOTE FOR INFORMATION:**

BEING known as 63 Versailles Court, Hamilton Township, Mercer County, State of New Jersey, Block 2167, Lot 655 on the tax map of Hamilton Township.

Commonly known as 63 Versailles Court, Hamilton, NJ 08619.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



**Mercer County  
Document Summary Sheet**

MERCER COUNTY CLERK

MERCER COUNTY COURTHOUSE

209 SOUTH BROAD STREET

TRENTON NJ 08650

INSTR # 2018052726

D BK 6351 PG 1121

RECORDED 12/12/2018 01:04:45 PM

PAULA SOLLAMI COVELLO, COUNTY CLERK

MERCER COUNTY, NEW JERSEY

RTF TOTAL TAX 85.00

**Official Use Only**

**Transaction Identification Number**

3668612

3173764

**Submission Date** (mm/dd/yyyy)

12/12/2018

**No. of Pages** (excluding Summary Sheet)

6

**Recording Fee** (excluding transfer tax)

\$92.00

(Convenience Charge of \$5.00 included)

**Realty Transfer Tax**

\$85.00

**Total Amount**

\$177.00

**Document Type**

DEED - SENIOR CITIZEN

**Municipal Codes**

HAMILTON TOWNSHIP

HAT

**Batch Type**

L2 - LEVEL 2 (WITH IMAGES)

**Bar Code(s)**



18 87 96

**Return Address** (for recorded documents)

FOUNDATION TITLE, LLC

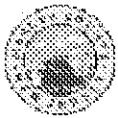
13000 LINCOLN DRIVE WEST

MARLTON, NJ 08053

**Additional Information (Official Use Only)**

**\* DO NOT REMOVE THIS PAGE.**

**COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MERCER COUNTY FILING RECORD.  
RETAIN THIS PAGE FOR FUTURE REFERENCE.**



**Mercer County  
Document Summary Sheet**

DEED - SENIOR CITIZEN	<b>Type</b>		DEED - SENIOR CITIZEN		
	<b>Consideration</b>		\$84,951.00		
	<b>Submitted By</b>		SIMPLIFILE, LLC. (SIMPLIFILE)		
	<b>Document Date</b>		11/29/2018		
	<b>Reference Info</b>				
	<b>Book ID</b>	<b>Book</b>	<b>Beginning Page</b>	<b>Instrument No.</b>	<b>Recorded/File Date</b>
	<b>GRANTOR</b>				
			<b>Name</b>	<b>Address</b>	
			CARSWELL WHITEHEAD EXECUTRIX OF THE ESTATE OF CAR		
	<b>GRANTEE</b>				
		<b>Name</b>	<b>Address</b>		
		ROHULLAH MOHAMMAD	63 VERSAILLES COURT, HAMILTON, NJ 08619		
		LATIFA YOUSAFZAI	63 VERSAILLES COURT, HAMILTON, NJ 08619		
<b>Parcel Info</b>					
<b>Property Type</b>	<b>Tax Dist.</b>	<b>Block</b>	<b>Lot</b>	<b>Qualifier</b>	<b>Municipality</b>
	HA	2167	655		HAT

**\* DO NOT REMOVE THIS PAGE.**

**COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MERCER COUNTY FILING RECORD.  
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APPENDIX A

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

And Mortgage Debt

THIS DEED is made on this the 29<sup>th</sup> day of November, 2018 by and between  
Carswell Whitehead, Executrix of the Estate of Carrie Johnson (Grantor) and  
Rohullah Mohammad & Latifa Yousafzai, (Grantee).

Latifa Husband and wife, whose address is:  
63 Versailles Court  
Hamilton, NJ 08619

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Eighty four Thousand Nine Hundred Fifty One  
Dollars

(\$84,951.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants  
and conveys to the Grantee all of the land and improvements thereon as is more specifically described in  
Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon that is located in the municipality of  
Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 540-01  
Lot No. 5-002 C-352, and known by the street address: 2167

655

63 Versailles Court  
Hamilton, NJ 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability  
Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26  
(N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants  
(the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the  
date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the  
Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of  
this subchapter, the "Control Period," until the municipality in which the unit is located elects to release  
the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject

updated February 2015

to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by \_\_\_\_\_, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt, (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F. below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.
- H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 et seq., shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

#### Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**

GIT/REP-3  
(9-2015)

(Please Print or Type)

**SELLER'S INFORMATION**

Name(s)  
Carswell Whitehead, Executrix of the Estate of Carrie Johnson

Current Street Address  
98 Sparrow Drive

City, Town, Post Office Box  
Hamilton

State  
NJ

Zip Code  
08690

**PROPERTY INFORMATION**

Block(s)	Lot(s)	Qualifier
2167	655	
Street Address 63 Versailles Court		
City, Town, Post Office Box Hamilton		Zip Code 08619
Seller's Percentage of Ownership 100%	Total Consideration \$84,951.00	Owner's Share of Consideration \$84,951.00
		Closing Date 11/29/2018

**SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)**

1.  Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3.  Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6.  The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7.  The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
8.  Seller did not receive non-like kind property.
9.  The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10.  The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11.  The deed is dated prior to August 1, 2004, and was not previously recorded.
12.  The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13.  The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14.  The property transferred is a cemetery plot.
15.  The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

**SELLER'S DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

11/29/18  
Date

[Signature]  
Signature  
(Seller) Please indicate if Power of Attorney or Attorney in Fact

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
(Seller) Please indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY	
Consideration	\$ _____
RTF paid by seller	\$ _____
Date	By _____

COUNTY Mercer } SS. County Municipal Code 1103

MUNICIPALITY OF PROPERTY LOCATION Hamilton

\*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Carswell Whitehead, Executrix of the Estate of Carrie Johnson being duly sworn according to law upon his/her oath,

deposes and says that he/she is the Grantor in a deed dated 11/29/18 transferring

real property identified as Block number 540.01 2167 Lot number 5.002 655 located at 63 Versailles Court, Hamilton and annexed thereto.

(2) CONSIDERATION \$ 84,951.00 (Instructions #1 and #5 on reverse side)  No prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:  
(See Instructions #3A and #7 on reverse side)

Ratio = Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

If Director's Ratio is less than 100% the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s) None. Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s)  62 years of age or over. \* (Instruction #9 on reverse side for A or B)
- B. { BLIND PERSON Grantor(s)  legally blind or,\*
- DISABLED PERSON Grantor(s)  permanently and totally disabled  receiving disability payments  not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:  
 Owned and occupied by grantor(s) at time of sale.  Resident of State of New Jersey.  
 One or two-family residential premises.  Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

(6) LOW AND MODERATE INCOME HOUSING (Instruction #11 on reverse side)

- Affordable according to H.U.D. standards.  Reserved for occupancy.
- Meets income requirements of region.  Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- Entirely new improvement.  Not previously occupied.
- Not previously used for any purpose.  "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- No prior mortgage assumed or to which property is subject at time of sale.
- No contributions to capital by either grantor or grantee legal entity.
- No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me  
this 29 day of November, 2018

Carswell Whitehead Signature of Deponent Carswell Whitehead Grantor Name  
98 Sparrow Drive Deponent Address 98 Sparrow Drive Grantor Address at Time of Sale  
Hamilton Square NJ 08640 Hamilton Square, NJ 08640  
216 Last three digits in Grantor's Social Security Number Foundation Title LLC Name/Company of Settlement Officer

Robert W. Pinaril  
Attorney at Law  
State of NJ

FOR OFFICIAL USE ONLY	
Instrument Number	County
Deed Number	Book Page
Deed Dated	Date Recorded

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY  
PO BOX 251  
TRENTON, NJ 08695-0251  
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: [www.state.nj.us/treasury/taxation/lpt/localtax.htm](http://www.state.nj.us/treasury/taxation/lpt/localtax.htm)

updated February 2015

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Robert W. Pinard, Esq.  
Signed, sealed and delivered in the presence of or attested by:

Carrie M. Executrix [ seal ]  
Carswell Whitehead, Executrix  
of the Estate of Carrie Johnson  
\_\_\_\_\_ [ seal ]  
\_\_\_\_\_ [ seal ]  
\_\_\_\_\_ [ seal ]

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Mercer

I am either (check one)  a Notary Public or \_\_\_\_\_ a \_\_\_\_\_ an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgment below to certify that it was executed before me. On this the 29 day of NOV., 2018, Carswell Whitehead, Executrix of the Estate of Carrie Johnson appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement). I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$84,951.00.

Valerie A. Mason

Officer's signature: Sign above, and print stamp or type name below  
Valerie A. Mason

Notary Public of New Jersey

My Commission Expires Jan. 26, 2019

R+W

FOUNDATION TITLE, LLC  
3840 Quakerbridge Rd, Ste 120  
Hamilton, NJ 08619 210  
(609) 586-7077



**LEGAL DESCRIPTION**

**Foundation Title, LLC - Hamilton**

a Policy Issuing Agent for **First American Title Insurance Company**  
File No. 818-112930

All that certain tract or parcel of land, situated, lying and being in Hamilton Township, County of Mercer, and State of New Jersey, more particularly described as follows:

BEING known and designated as Unit No. J-2, in Building 16, in Society Hill at Hamilton II Condominium, together with an undivided .23% interest in the Common Elements appurtenant thereto, in accordance with and subject to the terms, conditions, easements, covenants, restrictions, limitations, and other provisions as set forth in the Society Hill at Hamilton II Condominium Master Deed and Declaration of Restrictive and Protective Covenants dated June 27, 1988, recorded July 5, 1988, in the Office of the Mercer County Clerk Register in Deed Book 2449, Page 88, et seq., as amended from time to time.

The owner's right, title and interest in this unit and the use, sale and resale of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the "Affordable Housing Plan of Society Hill at Hamilton II Condominium" dated May 27, 1988 which plan was filed in the Office of the Clerk of Mercer County in Deed Book 2445, Page 246, et seq. on June 3, 1988 and is on file with the Township of Hamilton Planning Board.

**NOTE FOR INFORMATION:**

**BEING known as 63 Versailles Court, Hamilton Township, Mercer County, State of New Jersey, Block 2167, Lot 655 on the tax map of Hamilton Township.**

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**Mercer County  
Document Summary Sheet**

MERCER COUNTY CLERK

MERCER COUNTY COURTHOUSE

209 SOUTH BROAD STREET

TRENTON NJ 08650

INSTR # 2018052729

M BK 11382 PG 557

RECORDED 12/12/2018 01:04:45 PM

PAULA SOLLAMI COVELLO, COUNTY CLERK

MERCER COUNTY, NEW JERSEY

**Official Use Only**

**Transaction Identification Number**

3668612

3173767

**Submission Date** (mm/dd/yyyy)

12/12/2018

**No. of Pages** (excluding Summary Sheet)

5

**Recording Fee** (excluding transfer tax)

\$75.00

(Convenience Charge of \$5.00 included)

**Realty Transfer Tax**

\$0.00

**Total Amount**

\$75.00

**Document Type**

MORTGAGE

**Municipal Codes**

HAMILTON TOWNSHIP

HAT

**Batch Type**

L2 - LEVEL 2 (WITH IMAGES)

**Bar Code(s)**



18 87 99

**Return Address** (for recorded documents)

FOUNDATION TITLE, LLC

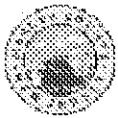
13000 LINCOLN DRIVE WEST

MARLTON, NJ 08053

**Additional Information (Official Use Only)**

**\* DO NOT REMOVE THIS PAGE.**

**COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MERCER COUNTY FILING RECORD.  
RETAIN THIS PAGE FOR FUTURE REFERENCE.**



**Mercer County  
Document Summary Sheet**

MORTGAGE	<b>Type</b>		MORTGAGE		
	<b>Consideration</b>		\$0.00		
	<b>Submitted By</b>		SIMPLIFILE, LLC. (SIMPLIFILE)		
	<b>Document Date</b>		11/29/2018		
	<b>Reference Info</b>				
	<b>Book ID</b>	<b>Book</b>	<b>Beginning Page</b>	<b>Instrument No.</b>	<b>Recorded/File Date</b>
	<b>MORTGAGOR</b>	<b>Name</b>		<b>Address</b>	
		ROHULLAH MOHAMMAD			
		LATIFA YOUSAFZAI			
<b>MORTGAGEE</b>	<b>Name</b>		<b>Address</b>		
	TOWNSHIP OF HAMILTON				
<b>Parcel Info</b>					
<b>Property Type</b>	<b>Tax Dist.</b>	<b>Block</b>	<b>Lot</b>	<b>Qualifier</b>	<b>Municipality</b>
	HA	2167	655		HAT

\* DO NOT REMOVE THIS PAGE.  
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Township of Hamilton  
Affordable Housing Program

818-112930

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To Secure Payment of Amounts Due  
Upon First Non-Exempt Sale  
After Expiration of Control Period

THIS MORTGAGE, made on this the 29 day of November, 2018, by and between Rohullah Mohammad & Latifa Yousafzai, (the "OWNER") and the Township of Hamilton, New Jersey (the "Municipality") in connection with the property described herein (the "PROPERTY").

**Article 1. REPAYMENT MORTGAGE NOTE**

In consideration of value received, including but not limited to certification by the Municipality for participation in the affordable Housing Program and for release by the Municipality of prior recorded restriction documents, the Owner has signed a Repayment Mortgage Note (the "Note") dated November 29, 2018. The Owner promises to pay to the Municipality amounts due under the Repayment Mortgage Note, and to abide by all obligations contained therein.

**Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE**

This Mortgage is given to the Municipality as security for the payment required to be paid upon the first non-exempt sale of the Property, which requirement is set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing, as in effect at the time the Property was first restricted under the Affordable Housing program, after the completion of the control period established pursuant to Section 5:93-9.2 of said Rules (the "Control Period"). The amount of any such payment shall be determined by calculating Ninety-Five Percent (95%) of the difference between (a) the actual sale price and (b) the regulated maximum sales price (Maximum Resale Price, or "MRP") that would be applicable were the Control Period still in effect.

**Article 3. PROPERTY DESCRIPTION**

All of the land and improvements thereon located in the municipality of the Township of Hamilton in the County of Mercer, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. ~~540.01~~ Lot No. ~~5.002 c.352~~, and known by the street address:

2167 655  
63 Versailles Court, Hamilton, New Jersey 08619

**Article 4. RIGHTS GIVEN TO MUNICIPALITY**

The Owner, by mortgaging the Property to the Municipality, gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*). The rights given to the Municipality are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Owner and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

**Article 5. DEFAULT**

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;
2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3. The Owner fails to make any payment required by the Note;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

**Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT**

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

**Article 7. NOTICES**

***ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.***

**Article 8. NO WAIVER BY MUNICIPALITY**

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

**Article 9. EACH PERSON LIABLE**

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individuals.

**Article 10. SUBORDINATION**

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the MRP that would be applicable were the Control Period still in effect.

**Article 11. SUBSEQUENT OWNERS**

This Mortgage shall not be released, with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

**Article 12. AMENDMENTS**

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties.

**Article 13. SIGNATURES**

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

Prepared 08/11/2006

**Article 14. ACKNOWLEDGEMENT**

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the Municipality.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

Latifa Yousafzai  
Latifa Yousafzai

ATTEST:

Rohullah Mohammad  
Rohullah Mohammad

STATE OF NEW JERSEY:

~~COUNTY OF MIDDLESEX~~ <sup>SS</sup> Mercer

BE IT REMEMBERED, that on this 29 day of November, 2018 the subscriber, Rohullah Mohammad & Latifa Yousafzai appeared personally before me (If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons) and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me,  
on this 29 day of November, 2018

Valerie A. Mason  
Valerie A. Mason  
Notary Public of New Jersey  
My Commission Expires Jan. 26, 2019  
Notary Public

R+R  
FOUNDATION TITLE, LLC  
3840 Quakerbridge Rd, Ste 120  
Hamilton, NJ 08619 210  
(609) 586-7077

This is not a certified copy

LEGAL DESCRIPTION

**Foundation Title, LLC - Hamilton**

a Policy Issuing Agent for **First American Title Insurance Company**  
File No. 818-112930

All that certain tract or parcel of land, situated, lying and being in Hamilton Township, County of Mercer, and State of New Jersey, more particularly described as follows:

BEING known and designated as Unit No. J-2, in Building 16, in Society Hill at Hamilton II Condominium, together with an undivided .23% interest in the Common Elements appurtenant thereto, in accordance with an subject to the terms, conditions, easements, covenants, restrictions, limitations, and other provisions as set forth in the Society Hill at Hamilton II Condominium Master Deed and Declaration of Restrictive and Protective Covenants dated June 27, 1988, recorded July 5, 1988, in the Office of the Mercer County Clerk/ Register in Deed Book 2449, Page 88, et seq., as amended from time to time.

The owner's right, title and interest in this unit and the use, sale and resale of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the "Affordable Housing Plan of Society Hill at Hamilton II Condominium" dated May 27, 1988 which plan was filed in the Office of the Clerk of Mercer County in Deed Book 2445, Page 246, et seq. on June 3, 1988 and is on file with the Township of Hamilton Planning Board.

**NOTE FOR INFORMATION:**

**BEING known as 63 Versailles Court, Hamilton Township, Mercer County, State of New Jersey, Block 2167, Lot 655 on the tax map of Hamilton Township.**

**Commonly known as 63 Versailles Court, Hamilton, NJ 08619.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



AMENDED AFFORDABLE HOUSING AGREEMENT; DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

WHEREAS, amendment is hereby made to three instruments, each entitled Affordable Housing Agreement; Declaration of Covenants, Conditions and Restriction (“the Agreements”), recorded in the Mercer County Clerk’s Office at:

- (1) Book 3508, Pg. 144
- (2) Book 3386, Pg. 159
- (3) Book 3233, Pg. 099

The Agreements were entered into between the Owners of the affordable units that are the subject of such Agreements and the New Jersey Department of Community Affairs, functioning as an instrumentality of Township of Hamilton, County of Mercer, State of New Jersey.

1. The properties to which the Agreement are subject are set forth in Schedules 1 through 3 attached hereto.
2. Article III, Subsection B1 of the Agreements provide that the Control Period during which the affordability controls remain in effect is 30 years from the latter of the date a certificate of occupancy is issued or transfer of title takes place and thereafter until the first sale after 30 years from such date.
3. Article III, Section C of the Agreements further provides that the terms, restrictions and covenants of the Agreement may be extended by municipal resolution that specifies the extended time period by providing for a revised ending date.
4. On May 24, 2017 the Hamilton Township Council adopted the resolution attached hereto extending the time period during which the affordability controls will continue to remain in effect for an additional 30 years from the end date and thereafter until terminated by the municipality.

Signed on behalf of the Township of Hamilton on this \_\_\_ of March, 2018.

ATTEST:

Hamilton Township

\_\_\_\_\_  
Eileen A. Gore, RMC, CMC

By: \_\_\_\_\_  
Kelly A. Yaede, Mayor

STATE OF NEW JERSEY    )  
  ) SS:  
COUNTY OF MERCER     )

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity’s voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires

## SCHEDULE 1

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 3508, Pg. 144.
2. Property address: 108 Chambord Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 817.
4. Last owner of record: Philamena R. Beltran
5. Two (2) bedroom low income unit
6. Initial control period expiration: September 16, 2018
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: September 16, 2048

## SCHEDULE 2

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 3386, Pg. 159.
2. Property address: 65 Versailles, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 659.
4. Last owner of record: Allan M. Sconza
5. Two (2) bedroom low income unit
6. Initial control period expiration: May 27, 2018
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: May 27, 2048

### SCHEDULE 3

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 3233, Pg. 099.
2. Property address: 28 LeHavre, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 430.
4. Last owner of record: Venita S. Nixon
5. Two (2) bedroom moderate income unit
6. Initial control period expiration: August 21, 2017
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: August 21, 2047

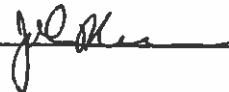
TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 17 156

APPROVED AS TO FORM AND LEGALITY

  
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

  
TITLE

RESOLUTION AUTHORIZING RECORDING OF INSTRUMENTS WITH RESPECT TO AFFORDABLE HOUSING CONTROL

*Whereas* Hamilton Township entered into a Settlement Agreement with Fair Share Housing Center settling a certain declaratory judgment action brought by the Township styled *In the Matter of the Township of the Hamilton*, County of Mercer, Docket Number MER-L-1573-15; and

*Whereas* the Settlement Agreement provides for the extension of the affordability controls on dwelling units in a development known as Society Hill; and

*Whereas* the controls have been extended by recording of appropriate instrument for the following properties:

42 Chambord Court; 80 Chambord Court; 106 Chambord Court; 11 Cheverny Court; 29 Cheverny Court; 33 Cheverny Court; 35 Cheverny Court; 26 LeHavre Court; 27 LeHavre Court; 55 LeHavre Court; 59 LeHavre Court; 81 LeHavre Court; 1 Versailles Court; 10 Versailles Court; 11 Versailles; 12 Versailles, and 34 Versailles Court; and

*Whereas* the Municipal Attorney and Affordable Housing Attorney have advised that it would be appropriate to record instruments clarifying that the Uniform Housing Affordability Controls to which these dwelling units are subject by virtue of the recorded instruments continue for a minimum period of 30 years and thereafter until released by Hamilton Township; and

*Whereas* additional dwelling units with recorded instruments subjecting them to the Uniform Housing Affordability Controls may be identified; and

*Whereas* the controls have also been extended for the four affordable units in Vintage Court, namely, 9, 10, 11, and 21 Vintage Court by recording of an appropriate instrument; and

*Whereas* in such case it would be appropriate to record the clarifying instrument with respect to those units subject to the Uniform Housing Affordability Controls.

*Whereas* an Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions has been recorded for 108 Chambord Court, 28 LeHavre Court; and 65 Versailles Court; and

*Whereas* such Affordable Housing Agreements provide that the terms, restrictions, and covenants set forth in such Agreements, all governing the affordability controls on such units, may be extended by municipal resolution, which shall specify the extended time period by providing for a revised controls ending date and that if such resolution is adopted an Amended Affordable Housing Agreement shall be recorded so providing; and

*Whereas* it would be in the best interest of Hamilton Township to extend the controls for the three units for an additional 30 years from the end date set forth in the instruments

17 156

**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

**RESOLUTION**

No. 17 156

**RESOLUTION AUTHORIZING RECORDING OF INSTRUMENTS WITH RESPECT TO AFFORDABLE HOUSING CONTROL**

and, in accordance with the Uniform Housing Affordability Controls, thereafter until terminated by the municipality.

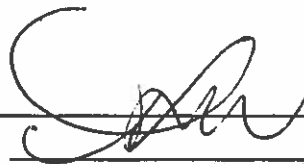
*Now, Therefore, Be it Resolved* by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the Municipal Attorney and Affordable Housing Attorney are hereby authorized and directed to prepare and record instruments clarifying the Uniform Housing Affordability Controls control period for the 17 dwelling units described above and such additional dwelling units subject to the Uniform Housing Affordability Control as may be identified and to prepare and record amendments to the Affordable Housing Agreements for the three units described above.

17 156

ADOPTED BY COUNCIL ON \_\_\_\_\_

May 24, 2017

DATE



MUNICIPAL CLERK

~~RESIDENT~~

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES	SEC.
DAVID J. KENNY	✓				✓	
ILEANA SCHIRMER	✓					✓
DINA THORNTON	✓					
RALPH V. MASTRANGELO	✓					
DENNIS A. PONE	✓					

X - Indicates Vote    A.B. - Absent    N.V. - Not Voting    RES - Moved    SEC - Seconded

## Chapter 268. Housing Standards

### § 268-3. Inspection prior to change in occupancy; certificate of approval.

[Amended 6-18-2008 by Ord. No. 08-040; 5-6-2009 by Ord. No. 09-011; 12-1-2010 by Ord. No. 10-039]

- A. Prior to any change in occupancy of any house, hotel, dwelling, dwelling unit, rooming house, rooming unit, boardinghouse, motel, apartment unit or premises which is used, partially used or intended to be used for human occupancy, a certificate of approval shall first have been obtained from the office of the Superintendent of Inspections, stating that the building and premises comply with the requirements of the Township ordinances. In the case of a hotel or motel, this section shall only apply in those cases involving permanent, rather than transient, residence.
- B. An inspection shall be obtained either by the owner or the owner's agent prior to a change in occupancy and shall be performed by the Office of the Superintendent of Inspections or his designee for the purpose of determining if a certificate of approval may be issued.
- C. Inspections pursuant to Subsection B of this section shall be conducted using the following criteria:
  - (1) All violations of Township ordinances shall be reflected in the inspection report in order to provide notice to the owner or prospective owner or occupant of such violations.
  - (2) A violation of the plumbing code which poses a positive or obvious major threat to the health, safety or welfare of any potential occupancy, a violation of the electrical code which poses a positive or obvious major threat to the health, safety or welfare of any potential occupancy, or any other condition which poses a positive or obvious threat to the health, safety or welfare of any potential occupancy shall be deemed a major violation of the housing code and shall be designated to the owner, potential owner or occupant separately on the inspection report.
  - (3) For any property sold or transferred where the existing sidewalks are in need of repair or replacement as solely determined by the Construction Official, the sidewalks shall be repaired or replaced to the satisfaction of the Construction Official prior to the issuance of a certificate of occupancy.  
[Added 7-19-2016 by Ord. No. 16-024]
- D. Violations of the kind described in Subsection C(2) of this section must be corrected by the owner of the unit before the issuance of a certificate of approval for occupancy. The responsibility for correction of a violation of the housing code which is not a major violation may, except in the case of a rental, be assumed by the buyer, with the written notification and approval of the seller, buyer and Superintendent of Inspections. At the time of such assumption of responsibility, a conditional certificate of approval may be issued, and the violations shall be corrected by the buyer within 30 days of the date of issuance of the conditional certificate of



approval for occupancy. The Director of Community Planning and Compliance may grant an extension not exceeding 30 days for just cause.

- E. An unconditional certificate of approval shall be issued by the Office of the Superintendent of Inspections at such time as the Superintendent is satisfied that all violations have been corrected.
- F. The completed certificate of approval shall contain the names of both the seller or landlord and the buyer or tenant. One copy of the completed certificate of approval as provided by the Township shall remain each with the seller or landlord and the buyer or tenant.
- G. In the case of a rental, the landlord shall ensure that the tenant shall sign a tenant's receipt as provided by the Township upon receiving the tenant's copy of the certificate of approval. The landlord shall then, within 10 days, upon securing the tenant's signature, forward the signed tenant's receipt to the Superintendent of Inspections.
- H. A certificate of approval for occupancy is valid for the authorization of occupancy for a period of 90 days after issuance. The Director of Community Planning and Compliance may authorize extensions of 30 days only upon presentment of sufficient proof that the extension is necessary due to unforeseeable circumstances beyond the control of parties involved.
- I. The purpose of this section is to continue to ensure compliance with the various Township ordinances and the housing code in order to maintain high standards of housing both for homeowners and apartment dwellers within the Township. However, the Township, by this section, is not acting as a guarantor of any property insofar as any potential owner or occupant is concerned, nor shall the Township be considered to be involved in any manner in the contractual relationships between the parties.
- J. Requirements for resale of residential property with potable well and individual sewage disposal systems:  
[Amended 10-1-2013 by Ord. No. 13-040]
  - (1) Contact a certified laboratory for sample collection and have the water tested for parameters set forth in accordance with the Private Well Testing Act regulations (N.J.A.C. 7:9E). Results must meet the standards and are only good for a period of nine months.
  - (2) Contact a licensed septic contractor or home inspection service to perform an inspection of the individual sewage disposal system. The inspection report shall indicate the system is functioning properly. Results are only valid for a period of nine months.

## Chapter 268. Housing Standards

### § 268-4. Inspection fees; change of occupancy.

[Amended 3-20-2002 by Ord. No. 02-009; 6-18-2008 by Ord. No. 08-040; 5-6-2009 by Ord. No. 09-011  
[1]]

- A. For each initial inspection and one reinspection for all unit types, except Township registered rental units, the fee shall be as set forth in Chapter 215, Fees, of the Township Code.
- B. For each additional reinspection beyond the first reinspection in all unit types, except Township registered rental units, the fee shall be as set forth in Chapter 215, Fees, of the Township Code.
- C. For Township registered rental units, the fee for the initial inspections shall be as set forth in Chapter 215, Fees, of the Township Code.
- D. For each additional reinspection of Township registered rental units, the fee shall be as set forth in Chapter 215, Fees, of the Township Code.
- E. For each smoke detector, sewer or multifamily certification inspection, the fee shall be as set forth in Chapter 215, Fees, of the Township Code.
- F. Should an inspector arrive for a scheduled inspection and no adult is present to grant access, the full amount of the inspection fee shall be charged and the landlord/owner will be required to reschedule the inspection at a fee of as set forth in Chapter 215, Fees, of the Township Code.

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

### § 268-5. Information to be provided to tenants.

[Amended 5-6-2009 by Ord. No. 09-011]

- A. Notice on lease form. Every owner and operator of a rental unit, multiple dwelling or apartment house containing two or more dwelling units shall be responsible for ensuring that the following notice is printed, stamped, typed or otherwise permanently provided on all copies of any lease form or certificate of approval presented to the tenant for his review and signature:

Township regulations require that all apartment units be inspected whenever there is a change of occupant. A copy of the certificate of approval must be presented to the new tenant. In addition, a summary of tenant's rights and responsibilities is available at (location) for inspection by the public (when available).

- B. Office sign.

(1) Every owner and operator of a rental unit, multiple dwelling or apartment house containing two or more dwelling units shall be responsible for ensuring that the following or a similar

notice, printed on a sign provided by the Township, is posted in a conspicuous place or in the owner's or agent's onsite office:

Township regulations require that all rental units be inspected whenever there is a change of occupant. A copy of the certificate of approval must be presented to the new tenant. In addition, a summary of tenants' rights and responsibilities is available at (location) for inspection by the public (when available).

- (2) Signs bearing this notice shall be provided by the Office of the Superintendent of Inspections for a reasonable fee. Substitutes may be used only if they are an exact likeness.
- C. Landlord-tenant guide. Every owner and operator of a multiple dwelling or apartment house containing two or more dwelling units shall be responsible for ensuring that copies of a booklet entitled "A Guide to the Landlord-Tenant Relationship" are purchased and made available at a location and times which allow reasonable opportunity for inspection by tenants, with the location and times to be written in the spaces provided on the signs described in Subsections **A** and **B** of this section. The minimum number of copies required is two copies, plus one copy for each 50 units above the first 50 units owned. Copies of the booklet are available for a fee through the following address: Division of Housing and Urban Renewal, New Jersey State Department of Community Affairs, 363 West State Street, Trenton, New Jersey 08625.

## Chapter 268. Housing Standards

### § 268-18. Standards for operation of residential rental units.

[Added 5-6-2009 by Ord. No. 09-011; amended 5-17-2016 by Ord. No. 16-018]

- A. Definitions. Unless the context clearly indicates a different meaning, the following words or phrases when used in this section shall have the following meanings:

**AGENT**

The individual or individuals designated by the owner as the person(s) authorized by the owner to perform any duty imposed upon the owner by this section. The term does not necessarily mean a licensed real estate broker or salesman as those terms are defined by N.J.S.A. 45:15-3; however, such term may include a licensed real estate broker or salesman if such person designated by the owner as his agent is so licensed.

**APARTMENT COMPLEX**

Two or more buildings, each containing two or more apartments, which are located within close proximity of each other and are owned by the same owner.

**APARTMENT or DWELLING**

Any apartment, cottage, bungalow, single-family dwelling, any room or rooms in a rooming house or boardinghouse or other dwelling unit consisting of one or more rooms occupying all or part of a floor or floors in a building, whether designed with or without housekeeping facilities for dwelling purposes and notwithstanding whether the apartment be designed for residence, for office, or the operation of any industry or business, or for any other type of independent use.

**CHANGE IN TENANCY**

A change in the tenant renting a rental unit.

**HABITABLE SPACE**

The space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility space in similar areas are not considered habitable space.

**LANDLORD**

The legal entity listed upon the title as it appears in the public records after the deed is properly recorded.

**LANDLORD LICENSE**

A license issued by the Township of Hamilton authorizing the license holder to maintain, operate, or otherwise conduct the business of landlord in the Township of Hamilton.

**LICENSE**

The license issued by the Township Inspection Office attesting that the rental unit has been properly inspected for a certificate of approval for occupancy in accordance with this section.

**LICENSEE**

The person to whom the license is issued pursuant to this section. The term "licensee" includes within its definition the term "agent" where applicable.

**OWNER**

Any person or group of persons, firm, corporation or officer thereof, partnership, association, or trust, who owns, operates, exercises control over or is in charge of a rental facility.

**PERSON**

An individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

**RENTAL FACILITY**

Every building, group of buildings or a portion thereof which is kept, used, maintained, advertised or held out to be a place where living accommodations are supplied, whether furnished or unfurnished, for pay or other consideration, to one or more individuals and is meant to include apartments and apartment complexes.

**RENTAL UNIT**

A dwelling unit which is available for lease or rental purposes and is meant to include individual apartments located within apartment complexes.

**TENANT**

Any person, including minors, who resides in a rental unit on a continuous basis for more than 180 days.

B. Periodic inspections.

- (1) Each rental unit shall be inspected at least once in every five-year period, and upon each change in tenancy, for purposes of the issuance of a certificate of approval for occupancy. The five-year period shall begin anew upon the conduct of an inspection due to a change in tenancy. Such five-year inspection and the applicable fee required by Subsection E shall be waived if the landlord provides to the proper Township officials a proof of inspection for the rental unit in the form of a state approved multidwelling satisfactory inspection report, a satisfactory private home inspection conducted by a New Jersey licensed home inspector, or a satisfactory Township housing inspection. Such proof of inspection shall include, if applicable, any notice of violations issued to the landlord, to be provided to the Township within 30 days of issuance, as well as any letter of compliance issued to the landlord, to be provided to the Township within 30 days of receipt.
- (2) Initial inspection following passage of this section shall be staggered in accordance with the following schedule:
  - (a) Area 1 - Properties with odd house numbers in August 2009.
  - (b) Area 2 - Properties with even house numbers in December 2009.
  - (c) Area 3 - State licensed multiunit facilities in April 2010.
- (3)

An initial inspection fee as set forth in Chapter 215, Fees, of the Township Code, per unit, collected in equal annual installments over a five-year period, shall be due within the first 90 days following the passage of this ordinance.<sup>[1]</sup>

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

- (4) Inspections shall be performed by such person, persons or agency duly authorized and appointed by the Township pursuant to the direction of the Director of the Department of Community Planning and Compliance or the Construction Official. Inspections made by persons or an agency other than the duly authorized and appointed person, persons or agency of the Township shall only be accepted in accordance with Subsection B(1) of this section.
  - (5) Such inspection shall be for the purpose of determining Zoning Ordinance compliance and, to the extent applicable, to determine if the property complies with the property maintenance code and housing code as embodied in this chapter. Upon compliance, the Construction Official shall cause to be issued a certificate of approval for occupancy.
  - (6) Unsatisfactory inspection. In the event that the inspection of a rental unit indicates the need for maintenance and/or repairs, the owner of the property, or his agent, shall not lease or rent such property, nor shall any tenant occupy the property until the necessary maintenance, repairs and corrections have been made so as to bring the property and rental unit into compliance with the applicable code(s) and the property is thereafter subsequently reinspected and approved. Repairs not completed within 30 days of reinspection shall result in the issuance of a court summons. Requests for extensions shall be in writing demonstrating compelling reasons for the need for such extension. The grant of such extension is subject to the Township's discretion. In the event that the property is occupied when such conditions are discovered, all such corrections shall be made within 30 days, and if not made within that time period, the owner shall be deemed in violation of this section and every day that the violation continues shall constitute a separate and distinct violation, subject to the penalty provisions of this section.
- C. Access for inspections; repairs.
- (1) The inspection officers are hereby authorized to make inspections to determine the condition of rental facilities, rental units and rooming houses and boardinghouses in order that they may promote the purposes of this section to safeguard the health, safety and welfare of the occupants of rental facilities, rental units and rooming houses and boardinghouses and of the general public. The owner or occupant of every rental facility, rental unit and rooming houses and boardinghouses shall give the inspecting officer free access to the rental facility, rental unit and rooming houses and boardinghouses at all reasonable times for the purpose of such inspections, examinations and surveys.
  - (2) Every occupant shall give the owner of the rental facility, rental unit and rooming houses and boardinghouses access to any part of such rental facility, rental unit and rooming houses and boardinghouses at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this section or any lawful order issued pursuant thereto.
  - (3) Complaints. Within 10 days of receipt of a complaint alleging a reported violation of this section, an inspecting officer shall conduct an inspection as hereinbefore provided.
- D. Licensing of landlords. In addition to any other requirements herein, each landlord shall apply to the appropriate office within the Township of Hamilton for a landlord license within 90 days of the publication of this amended ordinance.

- (1) No landlord shall be entitled to rent a rental unit unless said landlord is in possession of a valid landlord license.
  - (2) The fee for a landlord license shall be as set forth in Chapter 215, Fees, of the Township Code, and must be renewed every five years.<sup>[2]</sup>  
 [2] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*
  - (3) The fee for a landlord license for owner-occupied rental units containing four units or less shall be as set forth in Chapter 215, Fees, of the Township Code, and must be renewed every five years.<sup>[3]</sup>  
 [3] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*
  - (4) Landlord licenses are not transferable to other entities or parties.
  - (5) The Mayor or his designee shall develop the form of application required by this amended ordinance which shall require the landlord to provide the following information:
    - (a) Name, address and phone number of the owner.
    - (b) Address(es) of rental unit(s) or other identifying information for the rental unit(s).
    - (c) Proof of current payment of property taxes, assessments against property, sewer charges, or other municipal charges, or assessments pursuant to N.J.S.A. 40:52-1.2.
    - (d) Payment of license fees.
    - (e) A certification from the owner that the rental unit(s) to be rented complies with this chapter.
  - (6) A landlord possessing a landlord license shall be required to advise the Mayor or his designee of any change in the information on the application for such license within 30 days of any such change.
- E. Fees. At the time of initial licensing of a landlord, expiration of every five-year period as required under Subsection B, or upon any change of occupancy of a rental unit, the landlord or agent thereof must pay a fee in accordance with the following schedule for the purpose of having the rental unit inspected by the Township:<sup>[4]</sup>
- (1) Upon initial licensing of a landlord and when adding a rental unit or units to the license, a fee as set forth in Chapter 215, Fees, of the Township Code per rental unit shall be assessed, which includes an inspection and one subsequent reinspection (to be completed within 30 days of a failed initial inspection). Multiunit facilities containing four or more units shall be assessed a fee as set forth in Chapter 215, Fees, per unit collected in equal installments over a five-year period. Prepayment of this fee shall not be penalized.
    - (a) Upon the full payment of the inspection fee set forth in Chapter 215, Fees, the landlord or agent thereof shall receive a coupon that may be used for one reinspection or change of occupancy inspection required to be conducted of the particular rental unit for which the fee has been paid. This coupon is not transferable to any other rental unit and expires at the end of the five-year period for which it was issued; or
    - (b) In the alternative, if the total inspection fee due for a multiunit facility is paid at the time of initial licensing of a landlord, then the landlord or agent shall receive a number of coupons calculated by dividing the total inspection fee paid, by 75. These coupons may be used for reinspection or change of occupancy inspections at the multiunit facility.

- (2) Following the expiration of every five-year period, a fee as set forth in Chapter 215, Fees, of the Township Code shall be assessed, to be collected within 90 days following passage of this ordinance, which includes an inspection and one subsequent reinspection (to be completed within 30 days of a failed initial inspection). Multiunit facilities containing four or more units shall be assessed a fee as set forth in Chapter 215, Fees, of the Township Code per unit collected in equal installments over a five-year period, with the first payment due within 90 days following passage of this section. Prepayment of this fee shall not be penalized.
  - (a) Upon the full payment of the inspection fee set forth in Chapter 215, Fees, the landlord or agent thereof shall receive a coupon that may be used for one reinspection or change of occupancy inspection required to be conducted of the particular rental unit for which the fee has been paid. This coupon is not transferable to any other rental unit and expires at the end of the five-year period for which it was issued; or
  - (b) In the alternative, if the total inspection fee due for a multiunit facility is paid at the beginning of every five-year period, then the landlord or agent shall receive a number of coupons calculated by dividing the total inspection fee paid, by 75. These coupons may be used for reinspection or change of occupancy inspections at the multiunit facility.
- (3) Any change of occupancy, except those changes of occupancies upon each subsequent five-year inspection, shall be assessed a fee as set forth in Chapter 215, Fees, of the Township Code, which includes one inspection.
- (4) Any subsequent reinspection conducted in excess of those specified in Subsections E(1), (2) and (3) above shall be assessed a fee as set forth in Chapter 215, Fees, of the Township Code (to be completed within 30 days of most recent reinspection).
- (5) Should an inspector arrive for a scheduled inspection and no adult is present to grant access to the rental unit, the full amount of the inspection fee shall be charged and the landlord will be required to reschedule the inspection at a fee as set forth in Chapter 215, Fees.
- (6) Fees not paid shall be subject to a late fee as set forth in Chapter 215, Fees, per month.
- (7) Senior citizen exemption. If the owner of the property is a senior citizen who resides in a unit of the property and rents out the remaining unit and would otherwise qualify under the State of New Jersey property tax deduction under N.J.S.A. 54:4-8.41, there shall be no fee.

[4] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

F. Occupant(s) standards.

- (1) Nuisance prohibited. No rental facility shall be conducted in a manner which shall result in any unreasonable disturbance or disruption to the surrounding properties and property owners or of the public in general, such that it shall constitute a nuisance as defined in Chapter 311, Noise, and Chapter 317, Nuisances, of the Code of the Township of Hamilton.
- (2) Compliance with other laws. The maintenance of all rental facilities and the conduct engaged in upon the premises by occupants and their guests shall at all times be in full compliance with all applicable ordinances and regulations of the Township and with all applicable state and federal laws.

G.



Prohibition on occupancy. No person shall hereafter occupy any rental unit, nor shall the owner permit occupancy of any rental unit within the Township, which is not licensed and for which a certificate of occupancy has not been issued in accordance with this chapter.

- H. Tenant subject to removal. Any tenant renting a premises in the Township of Hamilton who occupies the premises in violation of Subsection G above shall be subject to immediate removal from the premises. Any costs associated with the removal and subsequent relocation of tenants that are incurred by the Township of Hamilton shall be the responsibility of the owner and/or tenant.
- I. Limitations of occupancy. The maximum number of persons which may inhabit a rental unit shall be computed in accordance with § 268-9 of this chapter. Rental units shall not be occupied by more occupants than permitted under § 268-9.
- J. Procedure upon increase of occupants. Every owner shall use its best efforts by adopting rental policies and procedures to monitor the number of tenants in each rental unit. When an owner becomes aware of a violation of its occupancy policies, the owner will advise the Township Inspection Office within 10 days of an increase in the number of tenants beyond that permitted under § 268-9.
- K. Maximum number of occupants; posting. The maximum number of occupants shall either be posted in each rental unit or set forth in the lease agreement. It shall be unlawful for any person, including the owner, agent, tenant or registered tenant, to allow a greater number of persons than the posted maximum number of occupants to sleep in or occupy overnight the rental unit for a period exceeding 180 days. Any person violating this provision shall be subject to the penalty provisions set forth in this section.
- L. Violation of occupancy requirements; enforcement.
  - (1) It shall be unlawful and in violation of this section for a landlord, owner or a tenant of a rental unit to allow a greater number of people than the permitted maximum number of tenants to rent or occupy any rental unit.
  - (2) It shall also be unlawful and in violation of this section for a tenant, landlord or an owner to allow a number of people greater than the maximum number of people permitted to occupy the deck, balcony or porch of said rental unit.
  - (3) The Director of the Department of Community Planning and Compliance or his agents or duly designated designee is authorized to issue summons for violations of this section to any owner, landlord or tenant found to be in violation of this section.
- M. Unlawful activities. It shall be unlawful and in violation of this section for a landlord or owner of a rental unit or tenant of a rental unit:
  - (1) To knowingly permit or allow people to reside in a rental unit in a number in excess of the number of people for which sleeping accommodations are provided in accordance with this chapter.
  - (2) To lease or rent a rental unit where the number of tenants exceeds the total number of sleeping accommodations as set forth in Subsection I of this section.
  - (3) To knowingly permit a number of people, greater than the maximum number of occupants or tenants permitted, to occupy a rental unit.
  - (4) To violate any section of this chapter.

N.

Reporting of violations. It shall be the legal duty of each owner to immediately report any breaches of the peace or violations of this section which he or she may know or believes to have occurred on the leasehold premises. Such report shall be made to the Director of the Department of Community Planning and Compliance or his agents or duly designated designee or the Police Department of the Township of Hamilton by the most expedient means.

- O. Violation for false information. Any person who is found to have submitted false information, documentation or identification in connection with an application under this section shall pay a minimum fine of \$250, plus court costs for the first offense; a minimum fine of \$1,000, plus court costs for a second offense; and a minimum fine of \$2,000, plus court costs for each offense thereafter, for each document containing false information, documentation or identification. Any person who submits a false certification or documentation shall be subject to criminal prosecution, in addition to the penalties contained herein.
- P. Violations and penalties. In addition to the penalties set forth in Subsection O, any person who shall violate any of the provisions of this section shall be liable to the penalties set forth in Chapter 1, General Provisions, § 1-2, Violations; penalties. Each day such violation continues shall be deemed a separate and distinct violation, and each violation of this section shall be deemed a separate and distinct violation. In a Municipal Court proceeding an owner shall not be found to be in violation of this section during such period of time as the owner shall be proceeding to evict the tenants in accordance with all statutory procedures pursuant to N.J.S.A. 2A:18-61.1 et seq.<sup>[5]</sup>

[5] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

- Q. Revocation of landlord license; procedure.
- (1) In order to validly possess a landlord license, a landlord shall comply with all applicable local, state, and federal laws relating to the renting of residential rental units. A landlord may be found in violation of a landlord license upon the happening of the following nonexclusive events:
- (a) The landlord, or any partner or corporate officer of the landlord or the manager or other agent of the rental unit, sought be operated under the landlord license has refused inspection of a rental unit and its premises by public authorities acting pursuant to law or failed to provide sufficient proof of inspection as provided for in Subsection B(1) of this section;
  - (b) The landlord obtained a landlord license through fraud, collusion or illegality;
  - (c) The landlord, or any partner or corporate officer or manager or other agent, has materially or substantially failed to comply with a Property Management Action Plan (PMAP);
  - (d) The landlord failed to remediate any material statutory or code violations of any rental unit;
  - (e) A landlord license application filed by an owner, including required updates, contains any material omissions and/or materially false or misleading information;
  - (f) The landlord failed to obtain a change in occupancy inspection prior to reoccupancy by a new tenant;
  - (g) Conviction of a violation of this section in the Municipal Court or any other court of competent jurisdiction;
  - (h)

Determination of a violation of this section at a hearing held pursuant to Subsection Q (4)(b) of this section;

- (i) Continuously permitting the rental unit to be occupied by more than the maximum number of occupants.
- (2) Enforcing authority. The Mayor or his designee is empowered to enforce the provisions of this section.
- (3) Notice of landlord license violations.
  - (a) The Mayor or his designee may at any time file a complaint alleging violations of Subsection Q(1) of this section. The Mayor or his designee may file a complaint on the basis of information and belief and need not rely on personal information.
  - (b) A complaint alleging violations of applicable law may be filed with the Mayor or his designee by any one or more of the following: Chief of Police, Director of the Department Community Planning and Compliance, Construction Official, Housing Inspector or the Zoning Enforcement Officer. The person filing a complaint may do so on the basis of information and belief and need not rely on personal information.
  - (c) Any complaint alleging a violation shall be in writing and filed with the Township Inspections Office. The complaint shall be specific and shall be sufficient to apprise the landlord of the charges and permit the landlord 10 days to correct the violation.
- (4) Landlord license disciplinary action.
  - (a) Property Management Action Plan ("PMAP").
    1. If after 10 days following receipt of notice of a violation, the violation continues, the landlord shall meet with the Mayor or his designee within 10 days to create a Property Management Action Plan which will bring the landlord and/or rental unit into compliance by a specified date.
    2. The PMAP may concern but is not limited to the following issues:
      - a. Providing a habitable dwelling;
      - b. Observing occupancy limits;
      - c. Maintaining electrical systems meeting code requirements;
      - d. Maintaining plumbing systems meeting code requirements;
      - e. Maintaining heating and cooling systems meeting code requirements;
      - f. Maintaining proper fire protection systems;
      - g. Eliminating health and safety hazards;
      - h. Improving or providing for the security of the premises; or
      - i. Requiring inspections more than once a year should problems with the rental unit occur regularly.
    3. The landlord shall be in violation of this subsection by:
      - a. Not meeting with the Mayor or his designee to create the PMAP;
      - b. Not implementing the PMAP; or

- c. Not completing the PMAP by the required date.
  4. For violations constituting an immediate danger to the public health, safety, and welfare of the Township, the Mayor or his designee does not have to issue a PMAP and may take actions in accordance with other provisions of applicable local, state, and federal laws to remedy the situation.
- (b) Disciplinary action, notice and hearing. If the landlord fails to remedy a violation or comply with a PMAP, the Mayor or his designee shall immediately inform the Township Council, and a date for a hearing to consider the landlord's license suspension or revocation shall be scheduled which shall not be sooner than 10 nor more than 30 days thereafter. The Mayor or his designee shall forward a copy of the original complaint and any relating documentation to the Township Council. The Township Council shall serve the landlord and any applicable agent with a notice as to the date of the hearing at the address indicated on the landlord license form. Service upon the agent shall be sufficient. Said notice shall be specific and shall be sufficient to apprise the landlord of the charges so as to permit the landlord to present a defense.
1. The hearing required by this subsection shall be held before the Township Council. The Council shall render a decision within 30 days of the conclusion of the hearing.
  2. If the Council finds the landlord guilty of any violation of applicable law, the Township Council has the right to impose the penalties against the landlord as prescribed in Subsection Q(4)(c).
  3. The hearing shall be taped. If determined to be necessary the Township Council may have a stenographic transcript prepared. All witnesses shall be sworn prior to testifying. The strict rules of evidence shall not apply. All relevant evidence shall be admissible. The burden of proof shall be that which generally controls administrative hearings.
  4. It shall be a defense to any disciplinary proceeding involving a landlord license by demonstrating that the landlord or his agent has taken appropriate action and has made a good faith effort to abate the conditions or circumstances giving rise to the revocation proceeding, including but not limited to the institution of legal action against the tenant(s), occupant(s) or guests for recovery of the premises; eviction of the tenant(s) or otherwise.
- (c) Landlord license penalties. The Township Council may impose the following maximum penalties against a landlord after finding the landlord guilty of any violation of applicable law, including by way of example all Township Code provisions relating to the condition(s) of housing units, applicable statutes, and/or regulations enforced by the Township of Hamilton, but promulgated by the County of Mercer, the State of New Jersey, and/or the United States of America.
1. First violation: suspension of landlord license up to 90 days.
  2. Second violation: suspension of landlord license up to one year.
  3. Third and subsequent violations: permanent revocation of landlord license.
- (d) Effect of landlord license penalties.
1. Suspension. A suspension of a landlord license prohibits the landlord from engaging in any new lease agreements for any rental unit during the suspension period.

2. Revocation. A revocation of a landlord license prohibits the landlord from maintaining, operating, or otherwise conducting the business of landlord in the Township of Hamilton.
- (e) Reinstatement of landlord license.
1. Generally.
    - a. The landlord license is not automatically reinstated at the conclusion of a suspension.
    - b. The landlord must affirmatively reapply with the appropriate Township authority for a new landlord license after serving the suspension.
    - c. A landlord whose license was revoked may apply for reinstatement no earlier than one year after a revocation.
    - d. In addition to meeting all the requirements necessary to obtain a landlord license, the landlord shall be prepared to submit, at the request of the Council, proof of changed circumstances demonstrating correction of the violation(s) which caused the previous suspension and/or revocation.
    - e. All landlord license reinstatement applications shall be determined by the Council in its sole discretion.
  2. Fees. A landlord seeking a landlord license reinstatement shall be assessed a fee as set forth in Chapter 215, Fees, of the Township Code, in addition to all other applicable landlord license fees.<sup>[6]</sup>

[6] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

DECLARATION WITH RESPECT TO DEEDS; DEED-RESTRICTED AFFORDABLE  
HOUSING UNITS WITH RESTRICTIONS ON RESALE AND REFINANCING AND  
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS  
IMPLEMENTING AFFORDABLE HOUSING CONTROLS ON STATE REGULATED  
PROPERTY

WHEREAS, this Declaration is hereby made with respect to 20 instruments, each entitled a Deed; Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinancing or a Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls on State Regulated Property (“the Deed Restrictions”), recorded in the Mercer County Clerk’s Office at:

- (1) Book 6050, Pg. 627.
- (2) Book 5935, Pg. 024.
- (3) Book 6152, Pg. 1181.
- (4) Book 6186, Pg. 410.
- (5) Book 5935, Pg. 024.
- (6) Book 6225, Pg. 660.
- (7) Book 6033, Pg. 635.
- (8) Book 5951, Pg. 164.
- (9) Book 6112, Pg. 398.
- (10) Book 1166, Pg. 1331.
- (11) Book 6194, Pg. 1152.
- (12) Book 6156, Pg. 372.
- (13) Book 6203, Pg. 1021.
- (14) Book 6161, Pg. 1827.
- (15) Book 4533, Pg. 021/Mortgage Book 10877, Pg. 736.
- (16) Book 6308, Pg. 1804.
- (17) Book 6189, Pg. 1499.
- (18) Book 6290, Pg. 1885.
- (19) Book 6236, Pg. 1265.
- (20) Book 6310, Pg. 1526.

1. The Properties to which certain Deed Restrictions are subject are set forth in Schedules 1 through 15 attached hereto.

2. Such Deed Restrictions provide that the sale and use of the Properties will be governed by the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1, et seq.* (“the Regulations”). They further provide that the Control Period during which the affordability controls set forth in such Deed Restrictions remain in effect will terminate upon the expiration of the Control Period as provided in the Regulations.

3. The Regulations provide that the Control Period shall terminate upon the termination of them by the municipality, but that they must remain in effect for at least 30 years.

4. Such Deed Restrictions provide that the affordable units that are the subject of the instruments be subject to a 30 year Control Period, running from a specified commencement date.

5. Such Deed Restrictions set forth detailed provisions with respect to the authority of the Township of Hamilton, through its Administrative Agent, to implement the affordability controls so as to ensure that the units that is the subject of the Deed Restrictions remain affordable.

6. The 30 year periods specified in such Deed Restrictions, in accordance with the Uniform Housing Affordability Controls, are the minimum 30 year period. In accordance with the Resolution attached hereto, the Control Period continues for 30 additional years from the end of the initial Control Period specified in each Deed Restriction or its predecessor Deed Restriction, which is 30 years from the date set forth therein, and thereafter until terminated by the municipality.

7. The Properties to which certain other Deed Restrictions are subject are set forth in Schedules 16 through 20 attached hereto.

8. Such Deed Restrictions specify that the Control Period authorized by the Regulations continues until terminated by the municipality, but shall remain in effect for at least thirty years from the date each Deed Restriction is executed or the date of initial occupancy, whichever first occurs.

9. By the Resolution attached hereto, the Township Council of the Township of Hamilton has determined and affirmed that it will not release the affordability controls until at least thirty years from the date of execution of each Deed Restriction has run.

Signed on behalf of the Township of Hamilton on the \_\_\_ day of May, 2018.

ATTEST: Hamilton Township

\_\_\_\_\_
Eileen A. Gore, RMC, CMC

By: \_\_\_\_\_
Kelly A. Yaede, Mayor

STATE OF NEW JERSEY )
) SS:
COUNTY OF MERCER )

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity’s voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_
Notary Public
My Commission Expires



## SCHEDULE 1

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 6050, Pg. 627.
2. Property address: 1 Versailles Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 599.
4. Last owner of record: Quiyanna Little
5. Three (3) bedroom low income unit.
6. Initial control period expiration: July 27, 2019
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: July 27, 2049

## SCHEDULE 2

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 5935, Pg. 024.
2. Property address: 33 Cheverny Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 511.
4. Last owner of record: Tina Onorati-Ivens
5. Two (2) bedroom low income unit.
6. Initial control period expiration: December 8, 2018
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: December 8, 2048

### SCHEDULE 3

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 6152, Pg. 1181.
2. Property address: 35 Cheverny Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 515, C-148 Qualifier.
4. Last owner of record: Kasey Tararuj
5. Two (2) bedroom low income unit.
6. Initial control period expiration: December 13, 2018
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: December 13, 2048

## SCHEDULE 4

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 6186, Pg. 410.
2. Property address: 27 Lchavre Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 429.
4. Last owner of record: Tameka McIntyre
5. Two (2) bedroom low income unit.
6. Initial control period expiration: January 16, 2019
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: January 16, 2049

## SCHEDULE 5

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 5935, Pg. 024.
2. Property address: 59 Lehavre Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 578.
4. Last owner of record: Darota Cznicnik
5. Two (2) bedroom low income unit.
6. Initial control period expiration: February 8, 2019
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: February 8, 2049

## SCHEDULE 6

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 6225, Pg. 660.
2. Property address: 10 Versailles Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 605.
4. Last owner of record: Hassane Zraidi and Siham Serghini
5. Two (2) bedroom low income unit.
6. Initial control period expiration: July 28, 2018
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: July 28, 2048

## SCHEDULE 7

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 6033, Pg. 635.
2. Property address: 12 Versailles Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 603.
4. Last owner of record: Michael Perro
5. Two (2) bedroom low income unit.
6. Initial control period expiration: July 24, 2019
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: July 24, 2049

## SCHEDULE 8

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 5951, Pg. 164.
2. Property address: 80 Chambord Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 784.
4. Last owner of record: Amy Atwood
5. Two (2) bedroom low income unit.
6. Initial control period expiration: December 8, 2018
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: December 8, 2048



## SCHEDULE 9

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 6112, Pg. 398.
2. Property address: 11 Versailles Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 604.
4. Last owner of record: Donald LaMontagne, Jr.
5. Two (2) bedroom moderate income unit.
6. Initial control period expiration: July 31, 2019
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: July 31, 2049

## SCHEDULE 10

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 1166, Pg. 1331.
2. Property address: 11 Cheverny Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 538.
4. Last owner of record: Aleksandra Babyak
5. Two (2) bedroom moderate income unit.
6. Initial control period expiration: December 15, 2018
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: December 15, 2048

## SCHEDULE 11

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 6194, Pg. 1152.
2. Property address: 29 Cheverny Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 516.
4. Last owner of record: Lorraine Hemans
5. Two (2) bedroom moderate income unit.
6. Initial control period expiration: January 19, 2019
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: January 19, 2049

## SCHEDULE 12

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 6156, Pg. 372.
2. Property address: 26 LeHavre Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County: Block 2167, Lot 428.
4. Last owner of record: Richard Mieliwocki
5. Two (2) bedroom moderate income unit.
6. Initial control period expiration: May 20, 2026
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: May 20, 2056

## SCHEDULE 13

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 6203, Pg. 1021.
2. Property address: 56 LeHavre Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County: Block 2617, Lot 579.
4. Last owner of record: Lorri A. Jewett
5. Two (2) bedroom moderate income unit.
6. Initial control period expiration: January 27, 2019
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: January 27, 2049

## SCHEDULE 14

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 6161, Pg. 1827.
2. Property address: 34 Versailles Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 626.
4. Last owner of record: Ashley Henry
5. Two (2) bedroom moderate income unit.
6. Initial control period expiration: September 26, 2019
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: September 26, 2049

## SCHEDULE 15

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 4533, Pg. 021/Mortgage Book 10877, Pg. 736.
2. Property address: 42 Chambord Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 746.
4. Last owner of record: Michele Christopher
5. Three (3) bedroom moderate income unit.
6. Initial control period expiration: May 24, 2019
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: May 24, 2049

## SCHEDULE 16

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls on State Regulated Property. Recorded at: Book 6308, Pg. 1804.
2. Property address: 52 Chambord Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 753.
4. Last owner of record: Michelle DeLena
5. Two (2) bedroom low income unit.
6. Initial control period expiration: November 4, 2018
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: November 4, 2048



## SCHEDULE 17

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 6189, Pg. 1499.
2. Property address: 81 LeHavre Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 552.
4. Last owner of record: Yee Ho Sohn
5. Two (2) bedroom low income unit.
6. Initial control period expiration: February 9, 2019
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: February 9, 2049

## SCHEDULE 18

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls on State Regulated Property. Recorded at: Book 6290, Pg. 1885.
2. Property address: 49 Chambord Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 756.
4. Last owner of record: Linda M. Jackman
5. Two (2) bedroom moderate income unit.
6. Initial control period expiration: November 29, 2018
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: November 29, 2048

## SCHEDULE 19

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls on State Regulated Property. Recorded at: Book 6236, Pg. 1265.
2. Property address: 106 Chambord Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 810.
4. Last owner of record: Ashley Buchalla
5. Two (2) bedroom moderate income unit.
6. Initial control period expiration: June 27, 2018
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: June 27, 2048

## SCHEDULE 20

1. Deed: Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinance recorded at: Book 6310, Pg. 1526.
2. Property address: 81 Chambord Court, Hamilton, NJ 08619.
3. Block and Lot as shown on the Tax Map of the Township of Hamilton, Mercer County:  
Block 2167, Lot 787.
4. Last owner of record: Angelo Ackers
5. Two (2) bedroom moderate income unit.
6. Initial control period expiration: March 9, 2019
7. Extended control period date, after which Hamilton Township may terminate the affordability controls: March 9, 2049

**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

**RESOLUTION**

No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

FACTUAL CONTENTS CERTIFIED TO BY

\_\_\_\_\_  
TOWNSHIP ATTORNEY

\_\_\_\_\_  
TITLE

**RESOLUTION CONFIRMING AUTHORIZATION TO RECORD INSTRUMENT WITH RESPECT TO AFFORDABLE HOUSING CONTROLS AND SPECIFYING EXTENDED CONTROL PERIOD**

*Whereas* on May 24, 2017 Township Council of the Township of Hamilton adopted Resolution No. 17 156 noting that controls had been extended by recording of appropriate instruments for the following properties at Society Hill II: 42 Chambord Court, 80 Chambord Court, 11 Cheverny Court, 29 Cheverny Court, 33 Cheverny Court, 35 Cheverny Court, 26 LeHavre Court, 27 LeHavre Court, 56 LeHavre Court (misidentified as 55 LeHavre Court), 59 LeHavre Court, 1 Versailles Court, 10 Versailles Court, 11 Versailles Court, 12 Versailles Court, and 34 Versailles Court; and

*Whereas* the Municipal Attorney and the Affordable Housing Attorney were authorized and directed to prepare and record instruments clarifying that the Uniform Housing Affordability Controls control period for such dwelling units continues for a minimum period of thirty years and thereafter until terminated by Hamilton Township; and

*Whereas* Township Council of the Township of Hamilton in Resolution No. 17 156 noted that three dwelling units in Society Hill, namely, 108 Chambord Court, 28 LeHavre Court, and 65 Versailles Court, are each the subject of an Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions that permits the extension of the control period pursuant to a municipal resolution that specifies the extended time period; and

*Whereas* in its May 24, 2017 Resolution Township Council extended such controls by thirty years from the date specified in each Affordable Housing Agreement as the end date of the controls and thereafter until terminated by Hamilton Township; and

*Whereas* five additional Society Hill dwellings, namely: 106 Chambord Court and 81 LeHavre Court (both of which were listed in Resolution No. 17 156 as dwelling units for which the municipal Attorney and Affordable Housing Attorney were directed to record clarifying instrument as to the length of the control period, but for which such instruments are unnecessary), 52 Chambord Court, 81 Chambord Court, and 49 Chambord Court are each the subject of a Deed; Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinancing or Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls on State Regulated Property (“the Deed Restrictions”) that specifies that the

affordability control period extends from the date of execution of such Deed Restriction or the date of initial occupancy of the unit, whichever shall first occur; and

*Whereas* Township Council of the Township of Hamilton has determined that, as to the fifteen dwelling units specified in the first “Whereas” clause hereof, it is in the best interest of Hamilton Township not to terminate the controls until at least thirty years after the end date of the initial thirty year control period have run; and

*Whereas* the Township of Hamilton has determined, as to the five dwelling units identified in the fifth “Whereas” clause hereof, it is in the best interest of Hamilton Township for the controls to continue to remain in effect until at least thirty years from the date of execution of the Deed Restriction; and

*Whereas* the Declaration with respect to Deeds; Deed-Restricted Affordable Housing Units with Restrictions on Resale and Refinancing and Declarations of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls on State Regulated Property attached hereto specifies that, as to the 15 units identified in the first “Whereas” clause hereof, the affordability control period continues for 30 additional years from the end date of the initial control period and thereafter until terminated by the municipality; and

*Whereas* such Declaration also specifies that, as to the five units identified in the fifth “Whereas” clause hereof, the additional affordability control period will run for at least 30 years from the date of execution of the Deed Restriction for each of the five dwelling units and thereafter until terminated by the municipality; and

*Whereas* it is in the best interest of the Township of Hamilton to affirm that it will not exercise its right under the existing recorded Deed Restrictions to terminate such Deed Restrictions during the periods aforesaid.

*Now, Therefore, Be it Resolved* by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that:

- (1) The Municipal Attorney and Affordable Housing Attorney are hereby authorized and directed to record the Declaration attached hereto; and
- (2) The Township of Hamilton will not terminate the Deed Restrictions in accordance with the authority given it by the recorded Deed Restrictions until at least 30 years from the end date of the initial control period for the 15 dwelling units identified in the first “Whereas” clause hereof and the five Deed Restrictions for the dwelling units specified in the fifth “Whereas” clause hereof.

DD-5  
5/19/98 - 09257

State of New Jersey  
Council On Affordable Housing  
New Jersey Department of Community Affairs

**AFFORDABLE HOUSING AGREEMENT  
Contains Deed Restrictions**

Prepared by: Sherry A. Bremerman, Esq.

**A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Pursuant to the transfer of ownership of an affordable housing unit for the price of \$ 62,768.00, this AGREEMENT is entered into on this 16th day of September, 1998 between Philamena R. Beltran, owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and New Jersey Department of Community Affairs, hereafter "AUTHORITY", which Authority is an instrumentality of Township of Hamilton (referred to as the "MUNICIPALITY"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least thirty years beginning on September 16, 1998 and ending at the first non-exempt transfer of title after Sept. 16, 2028 unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c.222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing unit(s) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

**I. DEFINITIONS**

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by P. L. 1983, c.530 (N.J.S.A. 55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Purchase Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority at a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

"index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by Council.

"Low Income Household" shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the Index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

## II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block 2167 Lot 817 Municipality Township Hamilton  
County Mercer # of Bedrooms 2  
Complete Street Address & Unit # 108 Chambora Court

City Hamilton Twp State NJ Zip 08619

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

## III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L. 1978, L.14 (N.J.S.A. 52:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:93-5.3(b); or at the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or

2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:93-9. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

## IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified heretofore in Section III TERM OF RESTRICTION shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Lien for a period of up to thirty (30) years.



2. Alternately, the Owner may also elect to sell to any purchaser at a fair market price. In this event, the Owner shall be obligated to pay the municipality 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified heretofore in Section III TERM OF RESTRICTION.

3. If the Owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell, the option to buy shall be restored to the municipality and subsequently to the Department, the Agency or a Non-Profit approved by the Council. The Owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The Affordable Housing unit shall be sold in accordance with all rules, regulations, and requirements duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), the intent of which is to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

#### V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than the closing date of the initial sale.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or Exhibit A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTION of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the Owner and the municipality wherein the unit(s) is(are) located at the time of closing and transfer of title to any purchaser of an Affordable Housing Unit. The Repayment Mortgage shall provide for the repayment of 95% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in Section III TERM OF RESTRICTION. The Repayment Mortgage shall be recorded with the records office of the County in which the unit is located.

#### VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT which is on file in the Office of the Clerk of \_\_\_\_\_ County and is also on file with the Authority".

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

#### VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

#### VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as a Low or Moderate income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.

F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.

G. If the Authority does not refer an eligible household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was initially restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

I. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.

L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

#### IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or

mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at a negotiated price not to exceed the maximum Resale sales price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

#### X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

**XI. RIGHT TO ASSIGN**

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

**XII. INTERPRETATION OF THIS AGREEMENT**

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

**XIII. NOTICES**

All notices required herein shall be sent by certified mail, return receipt requested as follows:

**To the Owner:**

At the address of the property stated in Section II PROPERTY DESCRIPTION hereof.

**To the Authority:**

At the address stated below:  
Attention:

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

**XIV. SUPERIORITY OF AGREEMENT**

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

**XV. SEVERABILITY**

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under

any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

**XVI. CONTROLLING LAW**

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

**XVII. OWNER'S CERTIFICATION**

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

**XVIII. AGREEMENT**

A. The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERM OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

**XIX. ACKNOWLEDGEMENT**

A. Owner acknowledges receipt of a true copy of this Agreement at no charge.

Dated: 09-16-98

By:

*Philamena R. Beltran*  
\_\_\_\_\_  
Signature (Owner)

Philamena R. Beltran

\_\_\_\_\_  
Signature (Co-Owner)

STATE OF NEW JERSEY )

)ss

COUNTY OF MERCER )

BE IT REMEMBERED, that on this 16 day of September, 19 98 before me, the subscriber, Sherry A. Bremerman personally appeared Philamena R. Beltran

who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument; that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me,  
the date aforesaid.

*Sherry A. Bremerman*  
\_\_\_\_\_  
Sherry A. Bremerman  
An Attorney at Law State of New Jersey

## LOW-INCOME UNITS



INSTR # 2017054891  
D BK 6308 PG 1804 Pgs 1804 - 1809; (6 pgs)  
RECORDED 12/01/2017 12:25:54 PM  
PAULA SOLLAMI COVELLO, COUNTY CLERK  
MERCER COUNTY, NEW JERSEY



1989-48825

Mercer County Clerk Recording Data Page

Paula Sollami Covello Esq

Mercer County Clerk

Official Use Only - Realty Transfer Fee

Date of Document November 13, 2017

Type of Document Declaration of Covenants

First Party Name  
Michelle DeLena

Second Party Name  
Township of Hamilton

Additional Parties

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Lot 753

Block 2167

Municipality Hamilton

Consideration

Mailing Address of Grantee

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book

Original Page

DDS 6 pgs. 73.

**Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing  
Controls On State Regulated Property**

**Fair Housing Act Required Covenants Restricting Use, Conveyance and Mortgage Debt**

THIS DECLARATION is made this 13 day of Nov, 2017, by Michelle DeLena, whose address is about to be 52 Chambord Court (hereinafter referred to as "Owner").

WHEREAS, Owner is the owner of 52 Chambord Court, an affordable unit that is situated within Society Hill at Hamilton II, a development located in the Township of Hamilton, County of Mercer, State of New Jersey; and

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households;

WHEREAS, pursuant to the Act, the Affordable Unit described above has been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to ensure that the described Affordable Unit remains affordable to low and moderate income eligible households for that period of time described in this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to ensure that the affordability controls are recorded on the Affordable Unit so as to bind the Owner of the Affordable Unit with the covenants, conditions and restrictions, with which they shall be required to comply, and to notify all future purchasers of the Affordable Unit that the housing unit is encumbered with affordability controls.

**Article 1. Affordable Housing Covenants**

The sale and use of the Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, *et seq*), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*) (the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land, for the Affordable Unit, for the period of time commencing upon the earlier of (a) the date hereof or (b) the date the initial certified household took title to the unit ("Control Period"), and terminating upon the expiration of the Control Period as provided in Section 11 hereof.

A. The Affordable Unit may be conveyed only to a household which has been approved in advance and in writing by the Township of Hamilton, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Affordable Unit shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price" or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percentum (95%) of the applicable MRP.

D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

I. The Affordable Unit shall remain subject to the requirements hereof until the Township of Hamilton elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years and until terminated by the Township.

## Article 2. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. On the event of a threatened breach of any of the Covenants by the Affordable Unit Owner, or any successor in interest or other owner of the Affordable Unit, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance. This Declaration replaces and supersedes any prior Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions that was filed in the Office of the Clerk, County of Mercer.

WITNESS WHEREOF, Owner has caused this instrument to be executed this 13 day of November, 2017

WITNESS: \_\_\_\_\_

Michelle DeLena  
Michelle DeLena

Unverified Copy



STATE OF NEW JERSEY )  
 ) ss.:  
COUNTY OF *Mercer* )

On this the 12 day of November, 2017 before me came **Michelle DeLena** who acknowledges and makes proof to my satisfaction that he/she/they are/is the Owners named within this Declaration, and that he/she/they have executed said Declaration for the purposes set forth therein, sworn to and subscribed by them in my presence on this date.

Sworn to and subscribed before me  
this the 12 day of November, 2017

*Lisa M Bruno*  
\_\_\_\_\_

Record and Return to:

Piazza & Associates  
216 Rockingham Row  
Princeton Forrestal Village  
Princeton, NJ 08540

LISA M BRUNO  
Notary Public - State of New Jersey  
My Commission Expires Apr 1, 2019



**First American  
Title Insurance Company**

File Number: 989-48825

### LEGAL DESCRIPTION

ALL that certain tract or parcel of land, situated, lying and being in the Township of Hamilton, County of Mercer, State of New Jersey, more particularly described as follows:

Unit No. D-2, in Building No. 3, in Society Hill at Hamilton II Condominium together with an undivided .25 percent interest in the common elements appurtenant thereto as amended from time to time, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions, and other provisions of Society Hill at Hamilton II Condominiums Master Deed and Declaration of Restrictive and Protective Covenants dated June 27, 1988 and recorded on July 3, 1988, in the Office of the Clerk of Mercer County in Deed Book 2449, Page 85, et seq., as amended from time to time.

The owner's right, title and interest in this unit and the use, sale, and resale of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the "Affordable Housing Plan of Society Hill at Hamilton II Condominiums" dated May 27, 1985 which plan was filed in the office of the clerk of Mercer County in Deed Book 2445 at Page 246, et seq. on June 3, 1988 and is on file with the Township of Hamilton Planning Board.

**NOTE FOR INFORMATION ONLY:**

**BEING Lot: 753, Block: 2167; on the tax map of the Township of Hamilton, County of Mercer, State of New Jersey. (Lot and Block shown for information only.)**

**MAILING ADDRESS (FOR INFORMATION ONLY): 52 Chambord Ct, Trenton, NJ 08619-4705**

New Jersey Land Title  
Insurance Rating Bureau

File No. 989-48825

Foundation Title, LLC - Marlton

NJRB 3-07  
Effective 2/15/2007

pu

Mercer County Clerk's Office

Return To:

GENERAL ABSTRACT & TITLE AGENCY  
1155 WHITEHORSE-  
MERCERVILLE ROAD  
HAMILTON NJ 08619

Index DEEDS  
Book 06050 Page 0626  
No. Pages 0007  
Instrument REGULAR DEED  
Date : 4/29/2010  
Time : 10:08:29  
Control # 201004290083  
INST# RD 2010 012898  
Employee ID SUSANJ

BARBER  
CAROLYN  
LITTLE  
QUIYANNA

NARBONE

Detail

RECORDING	\$	28.00	Consideration Amount	\$	94,220.00
RECORDING	\$	27.00	RTF Standard Tier 1	\$	378.00
DD1 T1 CO	\$	94.50	RTF Standard Tier 2	\$	.00
DD1 T1 PUB	\$	47.25	RTF Standard Tier 3	\$	.00
DD1 T1 ST	\$	236.25	Total	\$	378.00
DD1 T2 CO	\$	.00			
DD1 T2 EX	\$	.00			
DD1 T2 NPN	\$	.00			
DD1 T2 PUB	\$	.00			
All Other	\$	35.00			
Total:	\$	468.00			

STATE OF NEW JERSEY  
Mercer County Clerk's Office

\*\*\*\*\*PLEASE NOTE:\*\*\*\*\*  
\* DO NOT REMOVE THIS COVER SHEET - \*  
\* IT CONTAINS ALL RECORDING INFORMATION \*  
\*\*\*\*\*

Paula Sollami-Covello  
Mercer County Clerk



VOL 6050 PG 626

RECORD & RETURN  
- GENERAL ABSTRACT  
1155 WHITEHORSE-MERCERVILLE RD.  
HAMILTON, NJ 08619  
(609) 586-6030  
GL-45162

Prepared by: Carolyn Barber  
Carolyn Nalbone Barber

LP  
90 04/9  
#58  
378.00  
TAT

Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
With Covenants Restricting Conveyance  
And Mortgage Debt - With 95/5 Recapture

THIS DEED is made on this the 27<sup>th</sup> day of April, 2010, by and between

Carolyn Nalbone Barber (Grantor) and  
Quiyanna Little (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Ninety-four Thousand, Two Hundred Twenty and 00/100 Dollars (\$94,220.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 599, and known by the street address:

1 Versailles Court

Hamilton, New Jersey 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

YOL 6050 PG 6271

SCHEDULE A

ALL that certain Condominium Unit in the Township of Hamilton, County of Mercer and State of New Jersey, including the improvements and appurtenances thereto belonging, subject to the provisions on the Condominium Act of the State of New Jersey, P.L. 1969, c. 257, its amendments and supplements, and subject to the provisions of the SOCIETY HILL AT HAMILTON II CONDOMINIUM MASTER DEED, recorded in the Mercer County Clerk's Office in Deed Book 2449, page 88 on July 5, 1988, being designated as Unit A-1s in Building 14, said Unit being more specifically defined in the Master Deed hereinabove mentioned and which Unit is herewith conveyed in conformity with the Condominium Act of New Jersey aforesaid and included the fee in an undivided .25% interest in the General and Limited Common Elements of SOCIETY HILL AT HAMILTON II CONDOMINIUM.

BEING commonly known as 1 Versailles Court.

BEING known as known as Tax Lot 599, Block 2167 on the Township of Hamilton Tax Map.

BEING the same land and premises conveyed to Carolyn Nalbone Barber, unmarried by deed from K. Hovnanian at Hamilton, II, Inc., a Corporation of the State of New Jersey, dated July 27, 1989 recorded July 31, 1989 in the Mercer County Clerk's Office in Deed Book 2495, page 849.

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Township of Hamilton or Piazza & Associates, Inc., an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;
- G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being supplemented by this Declaration;
- H. The Affordable Units are subject to a thirty-year affordability control period that commenced on the date of conveyance of title, which is April 27, 2010, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 *et seq.*

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township of Hamilton and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

- A. The owner of the Property is required to notify the Township of Hamilton, Piazza & Associates, Inc. and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 30 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.
- B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the New Jersey Department of Community Affairs, acting as receiving agent for the local municipality.
- C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

  
 Carolyn Nalbene Barber  
 Grantor

the presence of or attested by



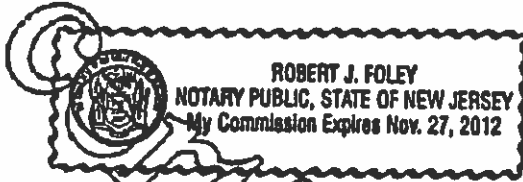
YOL 6050 PG 630.

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey:  
County of Mercer <sup>SS</sup>

I am either (check one)  a Notary Public or \_\_\_\_\_ a \_\_\_\_\_, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 27<sup>th</sup> day of April, 2010, Carolyn Nalbone Barber, Grantor, appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement). I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$94,220.



In compliance with the statute I have presented an abstract of the within to the Assessor of the taxing district therein mentioned.

PAULA SOLLAMI-COVELLO  
MERCER COUNTY CLERK





State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
 (C.55, P.L. 2004)

GIT/REP-3  
 (10-09)

(Please Print or Type)

**SELLER(S) INFORMATION** (See Instructions, Page 2)

Name(s)  
 Carolyn Nabone Barber  
 Current Resident Address  
 Street: 1015 Whitehead Road Ext Apt 219  
 City, Town, Post Office State Zip Code  
 Ewing NJ 08638

**PROPERTY INFORMATION** (Brief Property Description)

Block(s)	Lot(s)	Qualifier
2187	599	
Street Address: 1 Versailles Court		
City, Town, Post Office State Zip Code Hamilton NJ 08619		
Seller's Percentage of Ownership 100%	Consideration \$94,220.00	Closing Date 4/27/2010

**SELLER ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

- I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
- The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. 121.
- I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- 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.
- Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
- 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.
- The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).  
 No non-like kind property received.
- Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

4/27/2010  
 Date

*Carolyn Barber*  
 Signature  
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature  
 (Seller) Please indicate if

YOL 6050 PG 6321

**END OF DOCUMENT**

APPENDIX B

MANDATORY DEED FORM FOR OWNERSHIP 95/5 UNITS

Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
With Covenants Restricting Conveyance  
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the 16th day of September, 2008 by and between

Anneliese Slater (Grantor) and Tina Onorati-Ivins (Grantee).

Article 1 Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Eighty Four thousand, eighteen dollars (\$84,018.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 511, and known by the street address: 33 Cheverny Court, mailing address

33 Cheverny Court  
Hamilton, NJ 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

— updated June 2007

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by Community Grants, Planning & Housing, LLC, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;
- H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration,
- I. The Affordable Units are subject to a 30 year affordability control period that commenced on the date of first conveyance of title, which is December 8, 1988, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 *et seq.*

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5 80-26.10A(b):

VOL5935 PG025

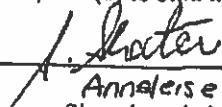
- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

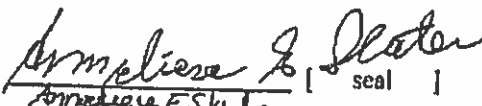


Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

- A. The owner of the Property is required to notify the Montgomery Township Administrative Agent and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.
- B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the New Jersey Department of Community Affairs, acting as receiving agent for the local municipality.
- C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

  
 Annetrese E. Stator  
 Signed, sealed and delivered in  
 The presence of or attested by:

 [ seal ]  
 [ seal ]  
 [ seal ]


ELISE CASCONI RUSSO  
 NOTARY PUBLIC OF NEW JERSEY  
 Commission Expires 2/26/2013

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Merces

I am either (check one)  a Notary Public or  a \_\_\_\_\_, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 16th day of September, 2008, Anneliese Slater appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement) I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c 49, sec. 1(c), is \$ 84,018.00.

  
Officer's signature: Sign above, and print stamp or type name below  
**ELISE CASCONE RUSSO**  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 2/26/2013

CORPORATE PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of \_\_\_\_\_

I am either (check one)  a Notary Public or  a \_\_\_\_\_, an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

1. The Witness is the \_\_\_\_\_ secretary of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").
2. \_\_\_\_\_, the officer who signed this Deed is the (title) \_\_\_\_\_ of the Corporation (hereinafter the "Corporate Officer").
3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c 49, sec. 1(c), is \$ \_\_\_\_\_.

Sworn and signed before me on the date above written:

\_\_\_\_\_  
Witness Sign above and print or type name below

\_\_\_\_\_  
Officer's signature Sign above, and print stamp or type name below

6P  
93-  
356-  
HAT

1 00001 0000 1181 0000 1000 1181 0000 1

Version 060223

INSTR # 2012034903  
D BK 6152 PG 1181 Pgs 1181 - 1186f (6 pgs.)  
RECORDED 07/24/2012 08:42:20 AM  
PAULA SOLLANI COVELLO, COUNTY CLERK  
MERCER COUNTY, NEW JERSEY  
RTF TOTAL TAX \$356.00

Prepared by: 

Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
With Covenants Restricting Conveyance  
And Mortgage Debt - With 95/5 Recapture

THIS DEED is made on this the 10<sup>th</sup> day of May, 2012, by and between

Dorothy L Russocli (Grantor) and Kasey Tararuj (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Eighty-nine Thousand and 00/100 Dollars (\$89,000.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 515, and known by the street address:  
C-148 Qualifier

35 Cheverny Court

Hamilton, New Jersey 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26

**SCHEDULE C  
LEGAL DESCRIPTION**

File No. ETS-005886

**All that certain lot, tract or parcel of land situate, lying, and being in the Township of Hamilton, in the County of Mercer, State of New Jersey, and being more particularly described as follows:**

Being known and designated as Unit D-1 in Building No. 7 in "Society Hill at Hamilton II Condominium" established in accordance with the N.J.S.A. 46:8b-1, et seq, together with an undivided .25 percentage interest in and to the common elements appurtenant thereto, in accordance with, and subject to the terms, conditions, provisions, covenants, restrictions, easements, and other matters contained in the Master Deed and Declaration of Restrictive and Protective Covenants for said "Society Hill at Hamilton II Condominium" dated June 27, 1988 and recorded on July 5, 1988 in the Mercer County Clerk's Office in Deed Book 2449, Page 88, as the same may hereafter be lawfully amended.

**For informational purposes only: Being also known as Lot 515, Block 2167, on the Tax Map of the Township of Hamilton.**

(N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Township of Hamilton or Piazza & Associates, Inc., an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;
- G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;
- H. The Affordable Units are subject to a thirty-year affordability control period that commenced on the date of the first conveyance of title, which was December 13, 1988, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 *et seq.*

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township of Hamilton and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):



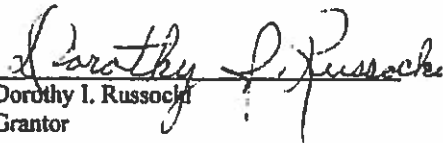
- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

- A. The owner of the Property is required to notify the Township of Hamilton, Piazza & Associates, Inc. and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.
- B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the Township of Hamilton.
- C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

  
Dorothy I. Russocki  
Grantor

Record and Return to:  
e-Title Solutions  
466 Church Street  
Hamilton, NJ 08620

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of OHIO:

County of Montgomery <sup>SS</sup>

I am either (check one)  a Notary Public or \_\_\_\_\_ a \_\_\_\_\_, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 10 day of May, 2012, Dorothy I. Russocki, Grantor, appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement). I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$89,000.00.

Angela Armstrong  
A NOTARY PUBLIC OF OHIO  
My commission expires on 2/10/17



ANGELA ARMSTRONG, Notary Public  
In and for the State of Ohio  
My Commission Expires Feb. 10, 2017

Record and Return to:  
e-Title Solutions  
466 Church Street  
Hamilton, NJ 08620

INSTR # 2014001426  
D BK 6186 PG 410 Pgs 410 - 416; (7 pgs)  
RECORDED 01/14/2014 10:01:12 AM  
PAULA BOLLAMI COVELLO, COUNTY CLERK  
MERCER COUNTY, NEW JERSEY  
RTF TOTAL TAX \$87.00

Prepared by: Courtney Santarsiero  
Courtney Santarsiero

Deed #58  
100.00 Chg  
7PSC HAT  
65226  
87.00 RTF

Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
With Covenants Restricting Conveyance  
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the Ten day of 10, 2014, by and between

Courtney Santarsiero, formerly known as Courtney Sparano and Kevin Santarsiero, Wife and Husband (Grantor) whose address is 212 Recklesstown Way, Chesterfield, NJ 08515 and Tameka McIntyre (Grantee) whose post office is or is about to be 27 Lehavre Court, Hamilton, NJ 08619.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Eighty-six Thousand, Nine Hundred four and 00/100 Dollars (\$86,904.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 429, and known by the street address:

27 Lehavre Court

Hamilton, New Jersey 08619

SEE LEGAL DESCRIPTION MORE PARTICULARLY DESCRIBED ON THE ATTACHED

SCHEDULE A-5

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

**BEING the same land and premises conveyed to Courtney Sparano, unmarried by deed from Margaret P. Fox, widow, dated September 2, 2005, delivered on October 5, 2005, recorded October 17, 2005 in the Mercer County Clerk's Office in Deed Book 5189, page 272.**

**SCHEDULE A-5**

**ALL that certain Condominium Unit in the Township of Hamilton, County of Mercer and State of New Jersey, including the improvements and appurtenances thereto belonging, subject to the provisions on the Condominium Act of the State of New Jersey, P.L. 1989, c. 257, its amendments and supplements, and subject to the provisions of the SOCIETY HILL AT HAMILTON II CONDOMINIUM MASTER DEED, recorded in the Mercer County Clerk's Office in Deed Book 2449, page 88 on July 5, 1988, being designated as Unit K-2, in Building 11, said Unit being more specifically defined in the Master Deed hereinabove mentioned and which Unit is herewith conveyed in conformity with the Condominium Act of New Jersey aforesaid and included the fee in an undivided .25% interest in the General and Limited Common Elements of SOCIETY HILL AT HAMILTON II CONDOMINIUM.**

**BEING known as Tax Lot 429, Block 2167 as shown on the Township of Hamilton Tax Map.**

**COMMONLY known as 27 LeHavre Court.**



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION (See Instructions, Page 2)**

Names(s)

Courtney Santarsiero, formerly known as Courtney Sparano and Kevin Santarsiero, Wife and Husband

Current Resident Address:

Street: 212 Recklesstown Way

City, Town, Post Office

Chesterfield

State

NJ

Zip Code

08515

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

2187

Lot(s)

429

Qualifier

Street Address:

27 Lehavre Court

City, Town, Post Office

Hamilton

State

NJ

Zip Code

08619

Seller's Percentage of Ownership

100%

Consideration

\$86,904.00

Closing Date

1/10/2014

**SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)**

1.  I am a resident taxpayer (Individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3.  I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6.  The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7.  The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).  
 No non-like kind property received.
8.  Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9.  The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10.  The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

1/10/14  
Date

1/10/14  
Date

Courtney Santarsiero  
Signature

(Seller) Please Indicate if Power of Attorney or Attorney in Fact

[Signature]  
Signature

(Seller) Please Indicate if Power of Attorney or Attorney in Fact

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Township of Hamilton or Piazza & Associates, Inc., an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;
- G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;
- H. The Affordable Units are subject to a ~~thirty-year~~ thirty-year affordability control period that commenced on the date of the first conveyance of title, which was 1/16/1989, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 *et seq.*

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township of Hamilton and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing

Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.


Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

- A. The owner of the Property is required to notify the Township of Hamilton, Piazza & Associates, Inc. and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.
- B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the Township of Hamilton.
- C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

the presence of or attested

by: 

  
Courtney Santarsiero, f/k/a Courtney Sparano  
Grantor

  
Kevin Santarsiero  
Grantor

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL


State of New Jersey:

ss

County of Mercer:

I am either (check one)  a Notary Public or \_\_\_\_\_ a \_\_\_\_\_, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 10<sup>th</sup> day of January, 2014, Courtney Santarsiero and Kevin Santarsiero, Grantor, appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement). I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$86,904.00.





RECORD  
& RETURN  
GENERAL ABSTRACT  
1155 WHITEHORSE-MERCERVILLE RD.  
HAMILTON, NJ 08619  
(609) 586-6030

66-50981



Prepared by: Beth Radice

Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
With Covenants Restricting Conveyance  
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the 22nd day of Dec., 2014, by and between  
Britani Radice (Grantor) and Dorota Czynieuk (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Eighty-three Thousand, five Hundred sixty two and 00/100 Dollars (\$83,562.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 578, and known by the street address:

59 Lehavre Court

Hamilton, New Jersey 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26

INSR 2015000604 D BK 6209 PG 1869 01/06/2015 14:19:00 AM  
PAULA SOLLANTI COVELLO COUNTY CLERK, MERCER COUNTY NEW JERSEY  
RTF TOTAL TAX \$355.00



(N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Township of Hamilton or Piazza & Associates, Inc., an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;
- G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;
- H. The Affordable Units are subject to a thirty-year affordability control period that commenced on the date of the first conveyance of title, which was 2/8/1989, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 *et seq.*

**Article 5. Remedies for Breach of Affordable Housing Covenants**

A breach of the Covenants will cause irreparable harm to the Township of Hamilton and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):


- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

- A. The owner of the Property is required to notify the Township of Hamilton, Piazza & Associates, Inc. and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.
- B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the Township of Hamilton.
- C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

  
 Britani Kadice  
 Grantor

the presence of or attested by: 

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

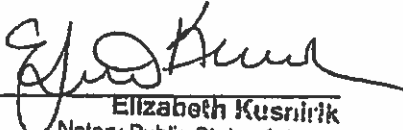
State of New Jersey:

ss

County of Mercer:

I am either (check one)  a Notary Public or \_\_\_\_\_ a \_\_\_\_\_, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 22 day of December, 2014, Britani Radice, Grantor, appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement). I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$93,562.00.

  
Elizabeth Kusnirik  
Notary Public State of New Jersey  
My Commission Expires  
May 2, 2018



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.65, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION** (See Instructions, Page 2)

Names(s)

Britani Radice

Current Resident Address:

Street: 59 Lehavre Court

City, Town, Post Office

Hamilton

State

NJ

Zip Code

08619

**PROPERTY INFORMATION** (Brief Property Description)

Block(s)

2167

Lot(s)

578

Qualifier

Street Address:

59 Lehavre Court

City, Town, Post Office

Hamilton

State

NJ

Zip Code

08619

Seller's Percentage of Ownership

100%

Consideration

\$83,562.00

Closing Date

12/22/2014

**SELLER ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1.  I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3.  I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6.  The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7.  The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see Instructions).  
 No non-like kind property received.
8.  Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9.  The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10.  The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 56 (August 1, 2004), and was previously unrecorded.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

12/22/14  
Date

Britani Radice  
Signature  
(Seller) Please Indicate if Power of Attorney or Attorney in Fact

Date

Signature  
(Seller) Please Indicate if Power of Attorney or Attorney in Fact

# WESTCOR LAND TITLE INSURANCE COMPANY

File Number: ET-3909

## SCHEDULE A LEGAL DESCRIPTION

ALL that certain lot, tract or parcel of land and premises situate in the , being more fully described as follows, to wit:

ALL that certain tract or parcel of land, situated, lying and being in the Township of Hamilton, County of Mercer, State of New Jersey, more particularly described as follows:

BEING known and designated as Unit No. E-3, Building No. 12, situate in Society Hill at Hamilton II condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 0.250 interest in the General Common elements of said condominium appurtenant to the aforesaid unit in accordance with and subject to the terms, conditions, covenants, restrictions, reservations, easements, lien as for assessments, and other provisions as set forth in the current Master Deed dated 06/27/1988, and recorded 07/05/1988, in the Office of the Mercer Clerk/Register in Deed Book 2449, page 88, as same may now or hereafter be lawfully amended.

**NOTE FOR INFORMATION ONLY:** Being Lot(s) 578, Block 2167; Tax Map of the Township of Hamilton, County of Mercer, State of New Jersey. Commonly known as 59 Lehavre Court

New Jersey Land Title  
Insurance Rating Bureau  
Plain Language Commitment 2006  
Revised 9/10/07

NJRB 3-08  
Effective 2/15/2007

Record & Return To  
All Service Abstract  
314 West Lincoln Highway  
Suite 1  
Penn del, PA 19047

Prepared by:

*L. Bairefo*  
L. Bairefo

Deed

ASA-3936 6 pages

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
With Covenants Restricting Conveyance  
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the 15th day of May, 2015, by and between

Henryk Zajac by Jadwiga Zajac, his duly appointed Attorney-in-Fact (Grantor) and  
Hassane Zraidi & Siham Serghiji (H&W) (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Eight- Five Thousand, and 00/100 Dollars (\$85,000.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 605, and known by the street address:

10 Versailles Court

Hamilton, New Jersey 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

INSTR # 2015035707  
0 BK 6225 Pg 660 Pgs 660-660 (3 Pgs)  
RECORDED 08/07/2015 09:58:03 AM  
PAULA SOLLAMI COUNTY DEEDS CLERK  
MERCER COUNTY, NEW JERSEY  
RTF TOTAL TAX \$500.00



DDI  
679  
\$43.00  
# 5302

**Exhibit A**

**PROPERTY.** The property consists of the land and all buildings and structures on the land in the Township of Hamilton, County of Mercer and State of New Jersey. The legal description is:

Unit No. D-1, in Building No. 14, in Society Hill at Hamilton II Condominium together with an undivided .25 percent interest in the common elements appurtenant thereto as amended from time to time, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions, and other provisions of Society Hill at Hamilton II Condominium, Master Deed and Declaration of Restrictive and Protective Covenants dated June 27, 1988, and recorded on July 5, 1988, in the Office of the Clerk of Mercer County in Deed Book 2449, Page 88, et seq., as amended from time to time.

**FOR INFORMATIONAL PUROSES ONLY:** BEING Lot 605, in Block 2167 on the Hamilton Township Tax Map.

BEING Commonly known as 10 Versailles Court, Hamilton, New Jersey 08619.

BEING THE SAME PREMISES which became vested in Henry Zajac by deed from Estate of Carmela M. Orlando, by Neal Orlando, Jr., Executor, dated October 6, 2000, recorded November 14, 2000, in the Clerk's Office of the County of Mercer, New Jersey, in Deed Book 3943, page 274.



Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Township of Hamilton or Piazza & Associates, Inc., an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;
- G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;
- H. The Affordable Units are subject to a thirty-year affordability control period that commenced on the date of the first conveyance of title, which was 7/26/21, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 *et seq.*

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township of Hamilton and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

- A. The owner of the Property is required to notify the Township of Hamilton, Piazza & Associates, Inc. and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.
- B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the Township of Hamilton.
- C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

*HENRYK ZAJAC*  
*by Jadwiga Zajac*  
*Attorney in Fact*  
 Henryk Zajac by Jadwiga Zajac, his  
 Attorney-in-Fact  
 Grantor

the presence of or attested by: *L. [Signature]*

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey:  
ss  
County of Mercer:

I am either (check one)  a Notary Public or  a \_\_\_\_\_, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 15th day of May, 2015, Henryk Zajac by Jadwiga Zajac, his Attorney-in-Fact, Grantor, appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement). I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$85,000.00.

Karen M. Hudnell

KAREN M. HUDNELL  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 9, 2019

This is Not a Certified Copy



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Henryk Zajac

Current Resident Address:

Street 10 Versailles Court

City, Town, Post Office Hamilton

State NJ

Zip Code 08619

PROPERTY INFORMATION (Brief Property Description)

Block(s)

2167

Lot(s)

605

Qualifier

Street Address:

10 Versailles Court

City, Town, Post Office Hamilton

State NJ

Zip Code 08619

Seller's Percentage of Ownership

100%

Consideration

\$85,000.00

Closing Date

5/15/15

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

- 1. [x] I am a resident taxpayer... 2. [ ] The real property... 3. [ ] I am a mortgagor... 4. [ ] Seller, transferor... 5. [ ] Seller is not an individual... 6. [ ] The total consideration... 7. [ ] The gain from the sale... 8. [ ] Transfer by an executor... 9. [ ] The property being sold... 10. [ ] The deed being recorded...

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box [x] I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

May 15, 2015

Date

HENRYK ZAJAC by Tulepe Raffie
Attorney in Fact

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

updated June 2007

DDI GP 40 K213  
ATF 312.004212

APPENDIX B

MANDATORY DEED FORM FOR OWNERSHIP 95/5 UNITS

Deed

818-51907

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
With Covenants Restricting Conveyance  
And Mortgage Debt - With 95/5 Recapture

THIS DEED is made on this the 17th day of December, 2009 by and between

Felix Pratico III (Grantor) and Michael Perro (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Seventy seven thousand, eight hundred and forty eight (\$77,848.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 603, and known by the street address: 12 Versailles Court, mailing address:

12 Versailles Court  
Hamilton, NJ 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

VOL 6033 PG 635

# STEWART TITLE GUARANTY COMPANY

File Number: 818-51907

## SCHEDULE C LEGAL DESCRIPTION

ALL that certain tract or parcel of land, situated, lying and being in the Township of Hamilton, County of Mercer, State of New Jersey, more particularly described as follows:

ALL that certain Condominium Unit in the Township of Hamilton, County of Mercer and State of New Jersey, including the improvements and appurtenances thereto belonging, subject to the provisions on the Condominium Act of the State of New Jersey, P.L. 1969, c. 257, its amendments and supplements, and subject to the provisions of the Society Hill at Hamilton II Condominium Master Deed, recorded in the Mercer County Clerk's Office in Deed Book 2449, Page 88 on July 5, 1988, being designated as Unit D-3, in Building 14, said Unit being more specifically defined in the Master Deed hereinabove mentioned and which Unit is herewith conveyed in conformity with the Condominium Act of New Jersey aforesaid and included the fee in an undivided .25% interest in the General and Limited Common Elements of Society Hill at Hamilton II Condominium.

The above description is in accordance with a Survey Certificate made by Avi Luzon, PLS, dated October 20, 2009.

NOTE: Being Lot: 603, Block: 2167; Tax Map of the Township of Hamilton, County of Mercer, State of New Jersey.

NOTE FOR INFORMATION ONLY: Mailing Address is 12 Versailles Court, Hamilton, NJ 08619-4638

NOTE: Lot and Block shown for informational purposes only.

*In compliance with the statute I have presented an abstract of the within to the Assessor of the taxing district therein mentioned.*

**PAULA SOLLAMI-COVELLO  
MERCER COUNTY CLERK**

New Jersey Land Title  
Insurance Rating Bureau

File No. 818-51907



VOL 6033 PG 636

NJRB 3-07  
Effective 2/15/2007

updated June 2007

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by Community Grants, Planning & Housing, LLC, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;
- H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;
- I. The Affordable Units are subject to a 30 year affordability control period that commenced on the date of first conveyance of title, which is July 24, 1989, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 *et seq.*

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

VOL 6033 PG 637

updated June 2007

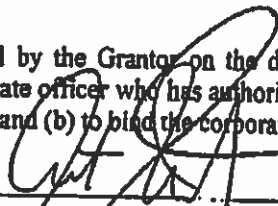
- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

- A. The owner of the Property is required to notify the Montgomery Township Administrative Agent and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.
- B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the New Jersey Department of Community Affairs, acting as receiving agent for the local municipality.
- C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.


EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

  
\_\_\_\_\_

Signed, sealed and delivered in  
The presence of or attested by:

**ANTONIO MARTINEZ, ESQ.**  
Attorney at Law  
456 Hamilton Avenue  
Trenton, NJ 08609

 [ seal ]  
 \_\_\_\_\_ [ seal ]  
 \_\_\_\_\_ [ seal ]  
 \_\_\_\_\_ [ seal ]





State of New Jersey  
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION  
(C.55, P.L. 2004)

GIT/REP-3  
(10-09)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

FELIX PRATICO, III

Current Resident Address:

Street: 12 VERSAILLES COURT

City, Town, Post Office

HAMILTON

State

Zip Code

NJ.

08619

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

2167

603

Street Address:

12 VERSAILLES COURT

City, Town, Post Office

HAMILTON

State

Zip Code

NJ

08619

Seller's Percentage of Ownership

Consideration

Closing Date

100%

77848.00

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

1.  I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3.  I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6.  The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7.  The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).  
 No non-like kind property received.
8.  Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

12/17/09  
Date

Signature  
(Seller) Please Indicate if Power of Attorney or Attorney in Fact

Date

102 6033 PG 530  
Signature  
Attorney or Attorney in Fact

updated June 2007

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Mercer Attorney at Law

I am either (check one)  a Notary Public or  a Notary Public an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 17<sup>th</sup> day of December, 2009

appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement). I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$ \_\_\_\_\_.

Officer's signature: [Signature] Sign above and print stamp or type name below

ANTONIO MARTINEZ, ESQ.  
Attorney at Law  
456 Hamilton Avenue  
Trenton, NJ 08609

CORPORATE PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of \_\_\_\_\_

I am either (check one)  a Notary Public or  a \_\_\_\_\_, an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

1. The Witness is the \_\_\_\_\_ secretary of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").
2. \_\_\_\_\_ (title) \_\_\_\_\_ of the Corporation (hereinafter the "Corporate Officer").
3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$ 77,848.00.

Sworn and signed before me on the date above written:

Witness: Sign above and print or type name below

Officer's signature: Sign above, and print stamp or type name below

Mercer County Clerk's Office

Return To:

E-LAND TITLE SOLUTIONS  
LOC GROVE DESIGN CTR  
466 CHURCH ST  
HAMILTON NJ 08620

Index DEEDS  
Book 08953 Page 0163  
No. Pages 0007  
Instrument REGULAR DEED  
Date : 11/03/2008  
Time : 12:55:12  
Control # 200811030521  
INST# RD 2008 038156

BABUSCHAK  
DANA  
ATWOOD  
AMY

Employee ID JANGOTTI

RECORDING	\$	28.00
RECORDING	\$	27.00
DD1 T1 CO	\$	76.50
DD1 T1 PUB	\$	38.25
DD1 T1 ST	\$	191.25
DD1 T2 CO	\$	.00
DD1 T2 RX	\$	.00
DD1 T2 NPM	\$	.00
DD1 T2 PUB	\$	.00
All Other	\$	35.00
Total:	\$	396.00

Detail

Consideration Amounts	76,302.00
RTF Standard Tier 1 \$	306.00
RTF Standard Tier 2 \$	.00
RTF Standard Tier 3 \$	.00
Total	\$ 306.00

STATE OF NEW JERSEY  
Mercer County Clerk's Office

\*\*\*\*\*PLEASE NOTE:\*\*\*\*\*  
\* DO NOT REMOVE THIS COVER SHEET -  
\* IT CONTAINS ALL RECORDING INFORMATION  
\*\*\*\*\*


Paula Sollami-Covello  
Mercer County Clerk



VOL 5951 PG 163

updated June 2007:  
**TRANSFER RECORDED**  
**TOWNSHIP OF HAMILTON**  
 No. 160,348  
**DEC 18 2008**  
 Map 128  
 Block 2167  
 Lot 784

DDI 12 96.0  
 RTF 306.0  
 CA 193.0  
 MPT  
 APPENDIX B

Prepared by:  
  
 Dorothy Lawler  
 Administrative Agent,  
 Hamilton Township

MANDATORY DEED FORM FOR OWNERSHIP 95/5 UNITS

Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
 RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
 With Covenants Restricting Conveyance  
 And Mortgage Debt - With 95/5 Recapture

THIS DEED is made on this the 17th day of October, 2008 by and between

Dana Rubuschak (Grantor) and Amv Atwood (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Seventy six thousand, three hundred and two dollars (\$76,302.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 784, and known by the street address: 870 Chambord Court Court, mailing address:

80 Chambord Court  
 Hamilton, NJ 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

701 5951 PG 1 54

Updated June 2007

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Hamilton, County of Mercer, State of New Jersey, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED AS J-1 in Building No. 4, in "Society Hill at Hamilton II," together with an undivided 25 percentage interest in and to the common elements appurtenant thereto, in accordance with, and subject to the terms, conditions, provisions, covenants, restrictions, easements, and other matters contained in the Master Deed for said Society Hill at Hamilton II, which Master Deed was dated May 27, 1988, and recorded on June 3, 1988 in the Clerk's Office of the County of Mercer, in Deed Book 2449, Page 88, as the same may hereafter be lawfully amended.

YOL 5951 PG 165

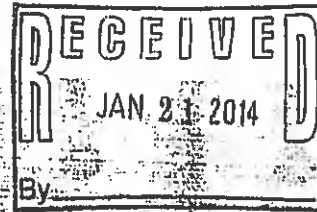
updated June 2007

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by Community Grants Planning & Housing, LLC, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.
- H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.
- I. The Affordable Units are subject to a 30 year affordability control period that commenced on the date of first conveyance of title, which is December 8, 1988, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 *et seq.*

**Article 5. Remedies for Breach of Affordable Housing Covenants**

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

VOL 5951 PG 166



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)

GT/REP-3  
(12-07)

(Please Print or Type)

**SELLER(S) INFORMATION** (See Instructions, Page 2)

Name(s):  
Dana Babuschak Hanf and Stuart Hanf, her husband  
Current Resident Address:  
Street: 80 Chambard Court  
City, Town, Post Office: Hamilton State: NJ Zip Code: 08619

**PROPERTY INFORMATION** (Brief Property Description)

Block(s): 2167 Lot(s): 784 Qualifier:  
Street Address: 80 Chambard Court  
City, Town, Post Office: Hamilton State: NJ Zip Code: 08619

Seller's Percentage of Ownership: 100% Consideration: 78,302.00 Closing Date: 10/17/2008

**SELLER ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

- 1.  I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
- 2.  The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
- 3.  I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- 4.  Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
- 5.  Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
- 6.  The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
- 7.  The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see Instructions).  
 No non-like kind property received.
- 8.  Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

Date: 10-17-08  
Signature: Dana Babuschak Hanf  
(Seller) Please indicate if Power of Attorney or Attorney in Fact

updated June 2007

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

- A. The owner of the Property is required to notify the Montgomery Township Administrative Agent and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.
- B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the New Jersey Department of Community Affairs, acting as receiving agent for the local municipality.
- C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

*Rosemary Fidal*

Signed, sealed and delivered in  
The presence of or attested by:

*x Donna Babusich Mary* seal

\_\_\_\_\_ [ seal ]

\_\_\_\_\_ [ seal ]

\_\_\_\_\_ [ seal ]

VOL 595 I.PG 1 b 8:



Updated June 2007

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Mercer

I am either (check one)  a Notary Public or  an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 19 day of October, 2008, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement. I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$ 76,302.00



Rosemary Fedak  
Officer's signature: Sign above, and print stamp or type name below

PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of \_\_\_\_\_

I am either (check one)  a Notary Public or  an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

1. The Witness is the \_\_\_\_\_ secretary of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").
2. \_\_\_\_\_ (title) \_\_\_\_\_ the officer who signed this Deed is the \_\_\_\_\_ of the Corporation (hereinafter the "Corporate Officer").
3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attending witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$ \_\_\_\_\_.

In compliance with the provisions of the Act, I have presented an affidavit within \_\_\_\_\_ to the Assessor of the \_\_\_\_\_ district through \_\_\_\_\_  
Witness: Sign above and print or type name below  
PAULA BOLLARAI-GOVELLO  
MERCER COUNTY CLERK

Officer's signature: Sign above, and print stamp or type name below

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END OF DOCUMENT

DD-5  
5790 F-23 - 04257

State of New Jersey  
Council On Affordable Housing  
New Jersey Department of Community Affairs

**AFFORDABLE HOUSING AGREEMENT**  
**Contains Deed Restrictions**

Prepared by: Sherry A. Brennanman, Esq.

**A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Pursuant to the transfer of ownership of an affordable housing unit for the price of \$ 62,768.00, this AGREEMENT is entered into on this 16th day of September, 1998 between Philomena H. Beltran, owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and New Jersey Department of Community Affairs, hereafter "AUTHORITY", which Authority is an instrumentality of Township of Hamilton (referred to as the "MUNICIPALITY"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least thirty years beginning on September 16, 1998 and ending at the first non-exempt transfer of this after Sept. 16, 2028 unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c.222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 8 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing unit(s) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

**I. DEFINITIONS**

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by P. L. 1983, c.630 (N.J.S.A. 55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage (including repayment of funds for the purchase of an Affordable Housing unit) providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Purchase Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority of a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marked the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

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"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by Council.

"Low income Household" shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the Index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

## II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block 2167 Lot 817 Municipality Township Hamilton  
County Mercer # of Bedrooms 2  
Complete Street Address & Unit # 108 Chambord Court

City Hamilton Twp State NJ Zip 08619

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

## III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L. 1978, L.14 (N.J.S.A. 52:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:93-5.3(b); or at the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or

2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:93-8. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

## IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate income-eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified hereafter in Section III TERM OF RESTRICTION shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Lien for a period of up to thirty (30) years.

2. Alternately, the Owner may also elect to sell to any purchaser at a fair market price. In this event, the Owner shall be obligated to pay the municipality 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified heretofore in Section III TERM OF RESTRICTION.

3. If the Owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell, the option to buy shall be restored to the municipality and subsequently to the Department, the Agency or a Non-Profit approved by the Council. The Owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The Affordable Housing unit shall be sold in accordance with all rules, regulations, and requirements duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), the intent of which is to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

#### V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than the closing date of the initial sale.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or Exhibit A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTION of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the Owner and the municipality wherein the unit(s) is(are) located at the time of closing and transfer of title to any purchaser of an Affordable Housing Unit. The Repayment Mortgage shall provide for the repayment of 85% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in Section III TERM OF RESTRICTION. The Repayment Mortgage shall be recorded with the records office of the County in which the unit is located.

#### VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT which is on file in the Office of the Clerk of \_\_\_\_\_ County and is also on file with the Authority".

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

#### VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

#### VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as a Low or Moderate Income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.

F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.

G. If the Authority does not refer an eligible household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was initially restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that the approved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

I. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.

L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

### IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or

mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at a negotiated price not to exceed the maximum Resale 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:  
Attention:

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

**XIV. SUPERIORITY OF AGREEMENT**

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

**XV. SEVERABILITY**

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under

any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

**XVI. CONTROLLING LAW**

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

**XVII. OWNER'S CERTIFICATION**

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

**XVIII. AGREEMENT**

A. The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERM OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

**XIX. ACKNOWLEDGEMENT**

A. Owner acknowledges receipt of a true copy of this Agreement at no charge.

Dated: 09-16-98

By:

*Philamena R. Beltran*  
Signature (Owner)  
Philamena R. Beltran

\_\_\_\_\_  
Signature (Co-Owner)

STATE OF NEW JERSEY )

)ss

COUNTY OF MERCER )

BE IT REMEMBERED, that on this 16 day of September, 1998 before me, the subscriber, Sherry A. Bremerman personally appeared Philamena R. Beltran who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument; that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this Instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me, the date aforesaid.

*Sherry A. Bremerman*  
Sherry A. Bremerman  
An Attorney at Law State of New Jersey

VOL3508 PG148

END OF DOCUMENT

R & R tp:

Hamilton Township  
Engineering Planning & Inspections  
2090 Greenwood Ave.  
Hamilton, NJ 08650

State of New Jersey  
Council On Affordable Housing  
New Jersey Department of Community Affairs

**AFFORDABLE HOUSING AGREEMENT**  
Contains Deed Restrictions

Prepared by: John M. Jingoli, Jr., Esquire

**A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Pursuant to the transfer of ownership of an affordable housing unit for the price of \$ 47,000.00, this AGREEMENT is entered into on this 20th day of May, 1998 between Allan M. Sconza owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and New Jersey Department of Community Affairs, hereafter "AUTHORITY", which Authority is an instrumentality of Hamilton Township (referred to as the "MUNICIPALITY"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least 30 years beginning on May 27, 1988 and ending at the first non-exempt transfer of title after May 27, 2018 unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c.222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 8 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing unit(s) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

**I. DEFINITIONS**

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by P. L. 1983, c.530 (N.J.S.A. 55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage loan to secure repayment of funds for the purchase of an Affordable Housing unit, providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Purchase Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagee or the mortgagee's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority of a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

Handwritten notes: "MORTGAGE" and "2528" written vertically on the right side of the page.

Handwritten note: "5 pg" written vertically on the left side of the page.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by Council.

"Low Income Household" shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing unit. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the Index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

## II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block 2167 Lot 659 Municipality Hamilton Township  
County Mercer # of Bedrooms 2

Complete Street Address & Unit # 65 Versailles  
Court .....

City Trenton State N.J. Zip 08619

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

## III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L. 1978, L.14 (N.J.S.A. 52:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:93-5.3(b); or at the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or

2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:93-9. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

## IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified herein in Section III TERM OF RESTRICTION shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Lien for a period of up to thirty (30) years.



K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.

L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

#### IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or

mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at a negotiated price not to exceed the maximum Resale sales price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

#### X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

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END OF DOCUMENT

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**XI. RIGHT TO ASSIGN**

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

**XII. INTERPRETATION OF THIS AGREEMENT**

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

**XIII. NOTICES**

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

At the address of the property stated in Section II PROPERTY DESCRIPTION hereof.

To the Authority:

At the address stated below:  
Attention:

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

**XIV. SUPERIORITY OF AGREEMENT**

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

**XV. SEVERABILITY**

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under

any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns; and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

**XVI. CONTROLLING LAW**

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

**XVII. OWNER'S CERTIFICATION**

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

**XVIII. AGREEMENT**

A. The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERM OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

**XIX. ACKNOWLEDGEMENT**

Owner acknowledges receipt of a true copy of this Agreement at no charge.

Dated: May 20, 1998

By:

*Allan M. Sconza*

Signature (Owner)

Allan M. Sconza

Signature (Co-Owner)

STATE OF NEW JERSEY )

)ss

COUNTY OF Mercer )

BE IT REMEMBERED, that on this 20th day of May, 1998, before me, the subscriber, John M. Jingoli, Jr., personally appeared Allan M. Sconza

who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument; that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

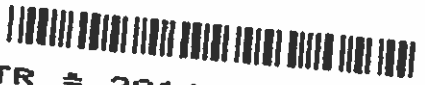
Sworn to and subscribed before me, the date aforesaid.

*John M. Jingoli, Jr.*

John M. Jingoli, Jr.  
An Attorney at Law of New Jersey

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END OF DOCUMENT



INSTR # 2014010852  
D BK 6189 PG 1499 (ps 1499 - 1505f (7 pgs))  
RECORDED 03/20/2014 01:40:14 PM  
PAULA SOLLAMI COVELLE, COUNTY CLERK  
MERCER COUNTY, NEW JERSEY  
RTF TOTAL \$85.00

Prepared by  
*Anthony J. Apicelli, Jr.*  
Anthony J. Apicelli, Jr., Esq.

**This is**

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
With Covenants Restricting Conveyance  
And Mortgage Debt

THIS DEED is made on this the 11<sup>th</sup> day of March, 2014 by and between

JOANN MAISTO, Executrix of the Estate of Christine A. Maisto, deceased, whose address is 23 Carlye Court, Robbinsville, New Jersey, Grantor and

YEE HO SOHN, whose address is about to be 81 LeHays Court, Hamilton, New Jersey 08690, Grantee.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of the sum of Eighty-Four Thousand <sup>\$84,500.00</sup> ~~(\$84,000.00)~~ Dollars, the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

*\$84,500.00 LAC*

*DD2  
798  
\$1,082  
\$85  
\$5243*

**Not Certified Copy**

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Township of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167, Lot 552, commonly known as 81 LeHavre Court.

SEE LEGAL DESCRIPTION ATTACHED AS SCHEDULE 'A'

Being the same premises conveyed to Christine A. Maisto, by Deed from Belle Micuccu, Widow, dated October 30, 2007 and recorded November 15, 2007 in the Mercer County Clerk/Register's Office in Deed Book 6750, Page 228. The said Christine A. Maisto passed away on August 15, 2013 leaving a Will dated November 15, 1996 which was probated in the office of the Mercer County Surrogate on September 17, 2013 under docket number 131491. The premises were devised as part of the residuary estate. Joann Maisto was named, and subsequently qualified as Executrix of the Estate.

This conveyance is made subject to conditions, easements and restricts contained in former deeds and records and such facts as an accurate survey may disclose.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years, provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Township of Hamilton, Affordable Housing Coordinator, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent

# North American Title Insurance Company

## SCHEDULE A LEGAL DESCRIPTION

File No. TS-20283NA

All that certain lot, tract or parcel of land situate, lying, and being in the Township of Hamilton, in the County of Mercer, and State of New Jersey, being more particularly described as follows:

BEING KNOWN AND DESIGNATED AS Unit E-1 in Building 13, in "Society Hill at Hamilton II Condominium", together with an undivided 0.25% percentage interest in and to the common elements appurtenant thereto, in accordance with, and subject to the terms, conditions, provisions covenants, restrictions, easements, and other matters contained in the Master Deed for said Society Hill at Hamilton II Condominium which Master Deed was dated June 27, 1988 and recorded on July 5, 1988 in the Mercer County Clerk's Office in Deed Book 2449, Page 88, as the same may hereafter be lawfully amended.

For informational purposes only: BEING COMMONLY KNOWN AS Lot 552, Block 2167 on the Tax Map of the Township of Hamilton.

TITLE SERVICES OF NEW JERSEY, INC.  
1(800) 323-0046 / FAX: 732-238-2090

approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

#### Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION** (See Instructions, Page 2)

Name(s)  
Joann Maisto, Executrix for the Estate of Christine A. Maisto

Current Resident Address:

Street: 23 Carlyle Court

City, Town, Post Office:  
Robbinsville

State  
NJ

Zip Code  
08691

**PROPERTY INFORMATION** (Brief Property Description)

Block(s) 2167 Lot(s) 552 Qualifier

Street Address:  
81 Lehavre Court

City, Town, Post Office:  
Hamilton

State  
NJ

Zip Code  
08691

Seller's Percentage of Ownership  
100%

Consideration  
\$84,950.00

Closing Date  
March 11 2014

**SELLER ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1.  I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s.
3.  I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6.  The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7.  The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).  
 No non-like kind property received.
8.  Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9.  The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10.  The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

3-11-14  
Date

Joann Maisto, EXEC  
Signature  
(Seller) Please indicate if Power of Attorney or Attorney In Fact

Date

Signature  
(Seller) Please indicate if Power of Attorney or Attorney In Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY OF MERCER } SS. County Municipal Code 1103
MUNICIPALITY OF PROPERTY LOCATION Hamilton

FOR RECORDER'S USE ONLY
Consideration \$
RTF paid by seller \$
Date By

\*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)
Joanna Maisto, Executrix for the
Deponent, Estate of Christine A. Maisto being duly sworn according to law upon his/her oath,
deposes and says that he/she is the Grantor In a deed dated March 2014 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 2167 Lot number 552 located at
21 Lehigh Court, Hamilton and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 84,950.00 (Instructions #1 and #5 on reverse side) [ ] no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(Instructions #3A and #7 on reverse side)
Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
\$ % = \$
If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s):

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) [ ] 62 years of age or over (Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) [ ] legally blind or; \*
DISABLED PERSON Grantor(s) [ ] permanently and totally disabled [ ] receiving disability payments [ ] not gainfully employed\*
Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
[ ] Owned and occupied by grantor(s) at time of sale. [ ] Resident of State of New Jersey.
[ ] One or two-family residential premises. [ ] Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEEDS QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)
[ ] Affordable according to H.U.D. standards. [ ] Reserved for occupancy.
[ ] Meets income requirements of region. [ ] Subject to resale portfolio.

(6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)
[ ] Entirely new improvement. [ ] Not previously occupied.
[ ] Not previously used for any purpose. [ ] "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)
[ ] No prior mortgage assumed or to which property is subject at time of sale.
[ ] No contributions to capital by either grantor or grantee legal entity.
[ ] No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 11th day of March, 2014
Anchory J. Apicelli, Jr. Attorney at Law of New Jersey
Signature of Deponent Joanna Maisto, Exec. Grantor Name
23 Carlyle Court 23 Carlyle Court
Robbinsville, NJ 08691 Robbinsville, NJ 08691
Deponent Address Grantor Address at Time of Sale

XXX-XXX-083 Last three digits in Grantor's Social Security Number
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number County
Deed Number Book Page
Deed Dated Date Recorded

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08693-0251
ATTENTION: REALTY TRANSFER FEE UNIT
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at: www.state.nj.us/treasury/taxation/lot/localtax.shtml.



EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Signed, sealed and delivered in the presence of:

*[Signature]*  
Anthony J. Apicelli, Jr., Esquire  
Attorney at Law of New Jersey

*[Signature]* EXEC (seal)  
Joann Maisto, Executrix of the Estate of  
Christine A. Maisto, deceased

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Mercer

I am an officer authorized to take acknowledgements and oaths in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 15th day of March, 2014, Joann Maisto appeared before me in person. I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is ~~\$84,000.00~~ \$4,950.00 (AC)

*[Signature]*  
Anthony J. Apicelli, Jr.  
Attorney at Law of New Jersey

R+R

Lawrence R. Shiller

3490 US Route 1

Bldg 7-B

Princeton, NJ 08540

## 43. East STATE STREET

# Hamilton Township Department of Law

2090 Greenwood Avenue, P.O. Box 00150, Hamilton, New Jersey, 08650-0150

Telefax: 609-890-3522  
Telephone: 609-890-3882

Michael P. Balint, Esquire, Acting Director

January 24, 2019

## *Via Email Only*

Gerald J. Muller, Esquire  
Miller, Porter & Muller, P.C.  
One Palmer Square, Suite 540  
Princeton, New Jersey 08542

RE: Conditional Judgment of COAH Compliance Condition  
(East State Street Housing)

Dear Mr. Muller:

Rob Poppert and I have reviewed the file on the above referenced matter. We believe that the process is moving forward, and hope that the Township will be in a position to proceed as needed with the acquisition of the eight (8) properties sometime before the end of the year, with a target of early fall.

To date, the Township has obtained preliminary title searches for each of the properties and an extensive environmental report for all of the structures and properties which was received on or about January 4<sup>th</sup>. There were several conditions noted in regard to oil tanks and some other evidence of contaminants.

It is my understanding that the Developer's Agreement for the project is close to being finalized, and that you are supervising the work on same.

It would appear that the major issue that we need to resolve is finalizing the methodology and completing the process to establish how pricing for the respective properties will be determined, and for the actual offers to be made or condemnation proceedings initiated.

Due to my recent appointment and the fact that both the former Township Attorney and Assistant Township Attorney are no longer working for Hamilton Township, I have not had the opportunity to fully review the files on this matter. It would appear that preliminary proposals to acquire the properties from at least several owners had been made in mid-2018, although I have not yet been able to confirm same and determine whether any formal responses were received.

The title searches disclose tax and related municipal liens against several properties that likely exceed the actual property values. I did note that it appears that as to at least some of those properties, offers were extended to acquire the properties for \$1.00 with the satisfaction of the liens by the forgiveness of the amount due to the Township.

In speaking with Dave Kenny, Business Administrator, it is my understanding that no formal appraisals have been prepared, and any property valuation to date has been based upon the assessed value of each of the properties, which I'm told in no case would exceed \$15,000.00. Mr. Kenny does not feel that pre-fire and post-fire appraisals would be needed in any case regarding any of the properties.

One of the other expenses that factors into this is the actual demolition cost, which also would be the responsibility of the individual property owner in the normal course of events.

As a result, it is hoped that we can determine the actual process of acquiring title to the properties will be finalized within the thirty (30) to sixty (60) days at which time appraisals, if any are needed, will be performed and offers sent to those property owners who may have equity in the property. Within that time frame, the attorney's office should be in a position to confirm whether or not any of the property owners have agreed to convey title based on correspondence notes in the project files. Condemnation proceedings will be instituted for those properties that we cannot obtain title to notwithstanding that they may have no actual value at this time.

Once the financial obligations to acquire title to the properties involved are fully determined, the costs of acquisition, inclusive of foreclosure litigation if needed, demolition, and remediation will be paid by the Township from its affordable housing trust fund. It is anticipated that we should either have acquired the properties required or instituted foreclosure proceedings by sometime this fall.

Thank you.

Very truly yours,



Michael P. Balint, Esquire  
Acting Director, Department of Law

MPB:amb

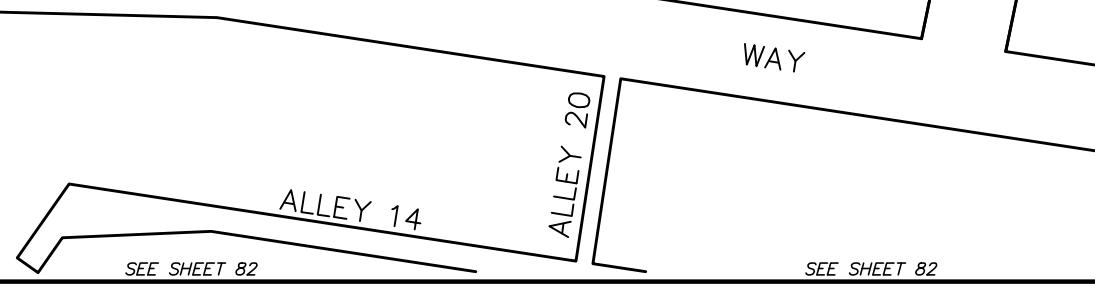
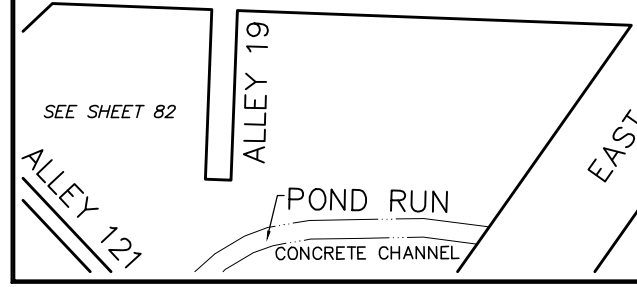
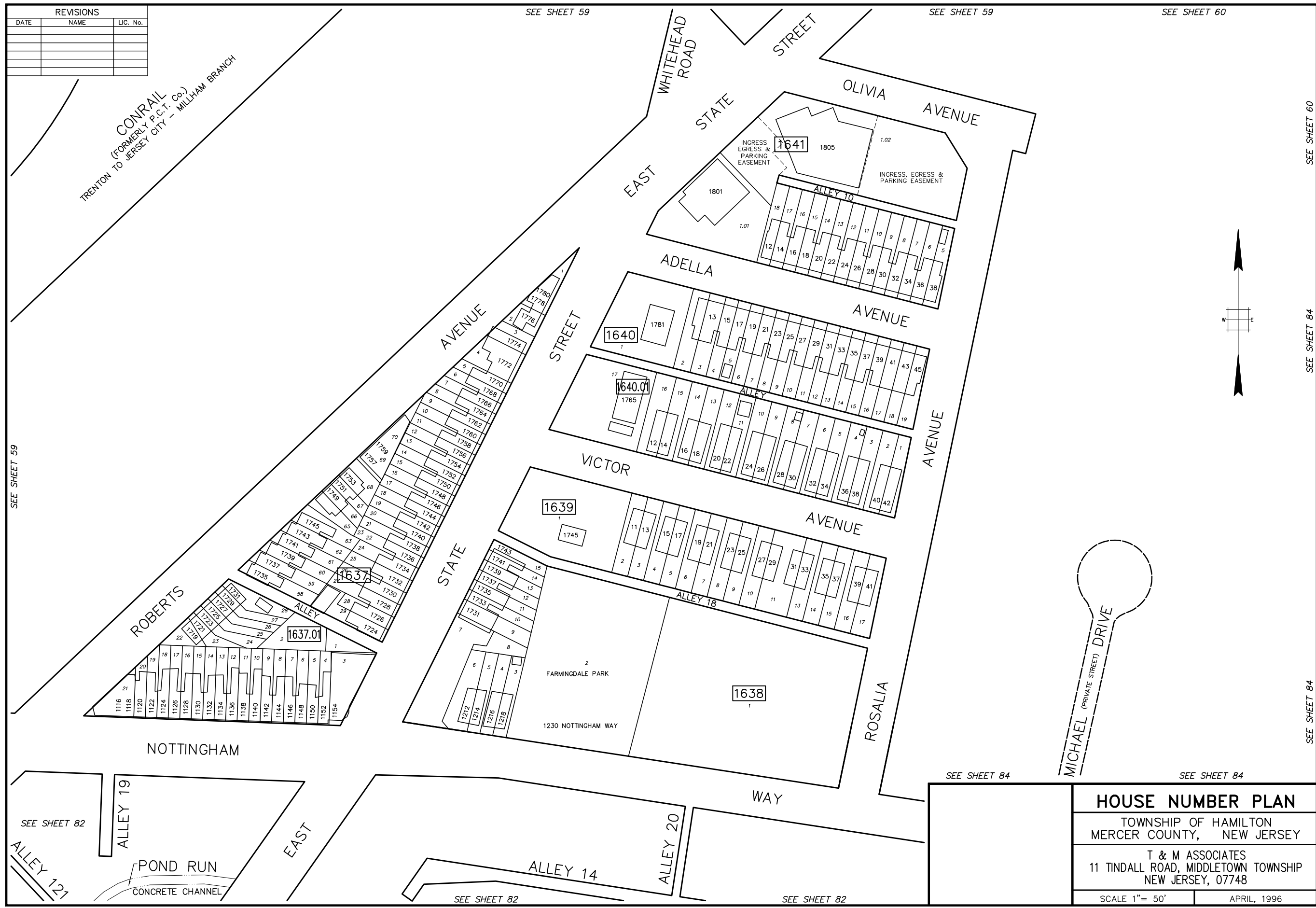
cc: David J. Kenny, Business Administrator  
Robert C. Poppert, PP, AICP, Supervising Planner

PLOTTED: 04/01/96

Base Point: 0.0

DCA Relation: 0'00"00"

REVISIONS		
DATE	NAME	LIC. No.



SEE SHEET 84

SEE SHEET 84

**HOUSE NUMBER PLAN**

TOWNSHIP OF HAMILTON  
MERCER COUNTY, NEW JERSEY

T & M ASSOCIATES  
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP  
NEW JERSEY, 07748

SCALE 1" = 50'      APRIL, 1996

**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

**RESOLUTION** No. 18 089

APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_  
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

  
\_\_\_\_\_  
TITLE

**RESOLUTION SUPPORTING THE ACQUISITION AND RECONSTRUCTION OF FIRE-DAMAGED RESIDENCES ON EAST STATE STREET AND THEIR CONVERSION TO AFFORDABLE HOUSING UNITS AND RESCINDING RESOLUTION NO. 17-367**

*Whereas* on June 8, 2015, a fire ignited in a residence located on East State Street, resulting in the destruction of several residences along this street; and

*Whereas* the residences that were destroyed by the fire require demolition to ensure the safety of the neighboring citizens and property; and

*Whereas* the Hamilton Township Administration has been considering a plan to acquire the fire-damaged properties for the purpose of reconstructing the properties and converting them into affordable housing units; and

*Whereas* the plan would result in the creation of eight new affordable housing units in Hamilton Township; and

*Whereas* it is in the best interests of the citizens of Hamilton Township to demolish and reconstruct the fire-demolished properties and convert them into affordable housing units; therefore

*Be it Resolved* by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey that the Council supports the plan to acquire, including the use of eminent domain if necessary, and reconstruct the fire-damaged residences located on East State Street in Hamilton Township; and

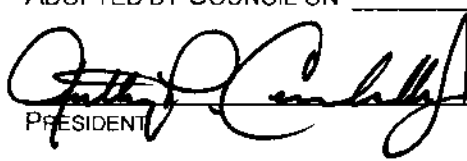
*Be it Further Resolved* by the Council that the Council supports the plan to convert the reconstructed residences into affordable housing units; and

Be it Further Resolved that Resolution No. 17-367 passed by the Council of the Township of Hamilton on December 19, 2017 be and hereby is rescinded.

30

18 089

ADOPTED BY COUNCIL ON MARCH 6, 2018  
DATE

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					
RALPH V. MASTRANGELO	✓				✓	
RICHARD L. TIGHE, JR.	✓					✓
JEFFREY S. MARTIN	✓					
ANTHONY P. CARABELLI, JR.	✓					
X – Indicates Vote    A.B. – Absent    N.V. – Not Voting    RES. – Moved    SEC. – Seconded						

**REQUEST FOR COUNCIL ACTION**

*Handwritten:* 2-22-18

DATE: February 22, 2018

**SERVICE REQUESTED:**

**FOR CONTRACTS & PSA'S (select one):**

- Ordinance
- Resolution
- Item for Discussion (explain)

- Request was made for Bids
- Request was made for Proposals/Quotes
- Request was made for Proposals/Quotes for Professional Services

INITIATING DEPT/DIV: Administration & Dept. of Law

SUBJECT MATTER: Resolution supporting the acquisition and reconstruction of fire-damaged residences on East State Street and their conversion to affordable housing units and rescinding Resolution No. 17-367

LIST SUPPORTING DATA: \_\_\_\_\_

*Handwritten:* 30

AMOUNT OF FUNDING: \$ \_\_\_\_\_  
(if applicable)

BUDGET ACCOUNT NAME: \_\_\_\_\_  
(i.e. Dept. of Adm., Professional Services)

BUDGET ACCOUNT NO(S): \_\_\_\_\_  
(i.e. 3-01-20-120-000-028)

APPROVED BY: *[Signature]* DATE \_\_\_\_\_  
 David J. Kenny, Business Administrator

APPROVED BY: *[Signature]* DATE 2/22/18  
 Kelly A. Yaede, Mayor

*(To be completed by the Business Administrator)*

PLEASE PREPARE THIS ITEM FOR THE \_\_\_\_\_ COUNCIL AGENDA.

*Deadline for submission to the Office of the Business Administrator for review and approval is 3:00 pm on the Monday the week preceding the Council Meeting.*

18 089

## 44. TWIN PONDS





INSTR # 2013052390  
D BK 6178 PG 876 Pgs 876 - 921 (46 pgs)  
RECORDED 09/11/2013 11:43:52 AM  
PAULA SOLLAMI COVELLO, COUNTY CLERK  
MERCER COUNTY, NEW JERSEY

DDS (46 pgs) MAT  
#54  
483.00chg

**Master Deed of Twin Ponds Park Condominium**

This Master Deed made on the 10 day of September 2013, by Crestwood Ventures LLC, c/o North Buffalo Advisors, LLC, Suite 201, 2465 Kuser Road, Hamilton, New Jersey 08690, "Developers" or "Sponsors")

Whereas, Developers are the owner in fee simple of the land with the improvements thereon located at Yardville-Hamilton Square Road, Hamilton Township (the "Township") Mercer County, New Jersey being also known as lot 21.01 block 2173 on the Tax Map at page 213 of said municipality (the "Land" or "Property"), being more particularly bounded and described as follows: See attached Exhibit D; and

Whereas, the Property was created by way of a subdivision deed and a consolidation deed that are being recorded immediately prior to this Master Deed, the Property includes a portion of former lot 16, block 2173 and all of former lot 21, block 2173. A portion of former lot 16 has been subdivided pursuant to the aforesaid subdivision deed and consolidated with lot 21 pursuant to the aforesaid consolidation deed immediately prior hereto to create new lot 21.01, the Property. Upon recording and indexing of this Master Deed the Units will be identified tax lots as follows: Unit A will be tax lot 21.01 Unit A, block 2173; Unit B will be tax lot 21.01 Unit B, block 2173; Unit C will be tax lot 21.01 Unit C, block 2173. A new lot 16.01 was also created by way of the aforesaid subdivision deed, which is not part of the Property and/or this condominium; and

Whereas, the Developers propose to create a condominium under the name of "Twin Ponds Park Condominium" governed by and subject to the provisions of NJSA 46:8B-1 et seq., (hereinafter referred to as "Statutes"), on the above described Property, and the Developers do hereby declare and establish the condominium form of ownership for the Property in accordance with the Statutes. The Property above described from and after the date of the recording of this Master Deed in the Mercer County Clerk's Office, shall be and continue to be a condominium, subject to each and all of the terms of this Master Deed and Statutes, until this Master Deed is terminated or abandoned in accordance with the provisions elsewhere contained in this Master Deed.

Now, therefore, Developers do now declare the following on behalf of themselves, their heirs, executors, administrators, successors, and assigns to their grantees and their respective heirs, successors, assigns, executors, and administrators as well as to any and all persons having, acquiring, or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property:

**I. Definitions**

As used in this Master Deed or elsewhere in the Condominium Documents, unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as follows:

{00792264.RTF}710186.1

RECORD  
& RETURN  
GENERAL ABSTRACT  
1155 WHITEHORSE-MERCERVILLE RD.  
HAMILTON, NJ 08619  
(609) 586-6030

GL-49882

**A. Affordable Housing Unit**

The eighteen (18) Affordable Rental Housing Units located in Units B and C which are Subject to the Affordable Housing Covenants and Restrictions set forth in Section X in the Master Deed.

**B. Assessment**

That portion of the cost of maintaining, repairing, and managing the Property which is to be paid by each Unit Owner, which respective portions, except as specifically otherwise provided in this Master Deed, are set forth in **Article XVII, Paragraph A** of this Master Deed.

**C. Association**

The Twin Ponds Park, Inc. a non-profit corporation-organized and existing under the laws of the State of New Jersey, with its principal office and its agent for receipt of process Patrick M. Ryan located at c/o North Buffalo Advisors, LLC, Suite 201, 2465 Kuser Road, Hamilton, NJ 08690, created to manage and operate the Condominium.

**C. Building(s)**

The structures located on the Property which are shown on the attached Plan.

**E. Bylaws**

The Bylaws, of the Association are attached to and made a part of this Master Deed as **Exhibit A**.

**F. Common Elements**

The common areas and facilities and all that part of the Property which is within the Units as such Units are shown on the attached Plan or which exists within Units by virtue of an easement created in this Master Deed which are available for use by the Unit Owners and tenants of all Unit owners.-

**G. Common Expenses**

The actual and estimated costs of:

**i.** Maintenance, management, operation, repair, and replacement of the Common Elements and those parts of the Units as to which, pursuant to other provisions of this Master Deed, it is the responsibility of the Association to maintain, repair and replace;

**ii.** Management and administration of the Association, including, but not limited to, compensation paid by the Association to a managing agent, accountants, attorneys, and other employees; and

**iii.** Any other items held by or in accordance with other provisions of this Master Deed or the Condominium Documents to be Common Expenses.

**H. Common Surplus**

The excess of all receipts of the Association including but not limited to assessments, rents, profits, and revenues on account of the common elements, over the amount of Common Expenses.

**I. Condominium**

(i) all the lands and premises described in Exhibit "C"; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises; (iii) all waters, rights, privileges, easements or appurtenances pertaining or belonging to the land described in Exhibit "C"; and (iv) the entire entity created by the execution and recording of this Master Deed.

**J. Condominium Documents**

This Master Deed and the Exhibits attached hereto as the same from time to time may be amended. The exhibits are as follows:

- i. Bylaws of Twin Ponds Park, Inc. (**Exhibit A**)
- ii. Rules and Regulations of the Association (**Exhibit B**)
- iii. Metes & bounds description (**Exhibit C1 outbound for all of lot 21.01 i.e. the "Property", C2, C3, C4 outbound for each of the individual Units**)
- iv. Plan (**Exhibit D**) (**Outbound for all of lot 21.01 in bold, Unit lines shown in normal print.**), the condominium plan prepared by Maser Consulting and dated July 27, 2009 revised August 27, 2013.

**K. Developer(s)**

Crestwood Ventures LLC their heirs, executors, administrators, successors, and assigns.

**L. First Mortgage**

The first or paramount lien which encumbers a Unit

**M. First Mortgagee**

The holder of a First Mortgage which encumbers a Unit. A Permitted Mortgagee who holds a First Mortgage is also a First Mortgagee.

**N. Mortgage**

The duly recorded instrument and underlying obligation giving rise to a mortgage lien upon any Unit.

**O. Permitted Mortgage**

Any mortgage to (i) a bank, trust company, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or similar institutional investor or lender, specifically including Spencer Savings Bank, SLA, its successors and/or assigns as to Unit A and First Bank, its

successors and/or assigns as to Units B & C; or (ii) any other mortgagee approved by the Board of Directors in accordance with Article XI B herein.

**P. Permitted Mortgagee**

The holder of a Permitted Mortgage. Spencer Savings Bank, SLA its successors and/or assigns, ("Spencer Savings Bank SLA") with respect to Unit A and First Bank, its successors and/or assigns ("First Bank"), with respect to Units B & C and their affiliates are each expressly included as a "Permitted Mortgagee", and also expressly included as Permitted Mortgagees are any other mortgagee approved by the Board of Directors.

**Q. Person**

Developers and any individual, firm, corporation, trustee, or other entity capable of holding title to real property.

**R. Property**

The property defined and described above in the opening paragraph of this Master Deed.

**S. Rental Unit also "Rental Housing Unit"**

**A residential apartment in a Unit.**

**T. Share (also, "Interest")**

The percentages attributed to each Unit as set forth in **Article XVII** of this Master Deed.

**U. Survey also "Plan"**

**Exhibit "D"**

**V. Unit**

Any one of those parts of the Property which is separately described on the attached Plan as "Phase" followed by a number.

**W. Unit Owner or Owner**

The person, persons, or entity holding title in fee simple to a Unit.

**II. Condominium Name**

The name of this condominium is Twin Ponds Park Condominium.

**III. Name of Association**

The name of the Association of Unit Owners is Twin Ponds Park, Inc. a corporation not for profit organized and existing under the laws of the State of New Jersey, with its principal office located at North Buffalo Advisors, LLC, 2465 Kuser Road, Hamilton, New Jersey 08690. The Association has enacted Bylaws, a copy of which are attached hereto and made a part of this Master Deed as **Exhibit A**.

**IV. Description of The Condominium**

*Unit A—Phase 1 on the attached Plan containing two residential apartment buildings and site improvements including parking and drainage.*

*Unit B—Phase 2 on the attached Plan vacant land improved by limited site improvements including drainage and approved for construction of residential apartment buildings.*

*Unit C—Phase 3 on the attached Plan, vacant land improved by limited site improvements and approved for construction of residential apartment buildings.*

**V. Description of Units**

Unit A—Improved by two buildings containing 56 residential apartments, on approximately 3.970 acres of improved land with accessory parking, paving, and landscaping.

Unit B—conditionally approved for two buildings on approximately 2.790 acres of improved land with accessory parking, paving, landscaping, 19 residential apartments and a community center as a common facility for use by all of the Units of the Condominium.

Unit C—conditionally approved for one building on approximately 13.403 acres of improved land with accessory parking, paving, landscaping, 69 residential apartments.

**VI. Description of Common Areas and Facilities**

Common driveways, recreation areas, ponds, detention facilities and all means of ingress and egress specifically including but not limited to those areas shown on Exhibit D. specifically including but not limited to those areas set forth on the site plan approved by the Township of Hamilton. (The current approvals call for a phased development and site plans will be approved in phases and those future approved site plans will be considered a part of this Master Deed upon approval.)

**VII. Common Elements Use**

The Common Elements shall be used in accordance with and subject to the following provisions:

**A. Covenant against Partition.**

In order to effectuate the intent of this Master Deed and to preserve the Condominium and the Condominium method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his or her interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part of it until the termination of the Master Deed in accordance with provisions elsewhere contained in this Master Deed. This prohibition and restriction shall apply to any and all persons who hold liens against either a Unit or the Property or any portion thereof including mortgagees and all such mortgages shall be subject to and subordinate to the terms of this Master Deed and the By Laws. An exception to this clause in the event of casualty damage is set forth in **Article XIV** of this Master Deed.

**B. Rules and Regulations Promulgated by Association.**

No person shall use the Common Elements or any part of them in any manner contrary to or not in accordance with such rules and regulations pertaining to same as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective tenants, employees and business invitees, as well as to provide for the exclusive use by a Unit Owner and his or her tenants, employees and invitees, for specific occasions of any reception room and conference room or other similar facilities. Such use may be conditioned upon, among other things the payment by the Unit Owner of such assessment as may be established by the Association for the purpose of defraying costs of such use. The Association shall also have the right to limit the use of the parking facilities in any manner including but not limited to assigning a specific number of spaces that may be used by any Unit Owner and/or charging a fee for such spaces. The Board of Directors of the Association may by a majority vote assess a fine of \$500.00 per day against any Unit Owner for any and each violation of the rules and regulations, such fine or fines to be collected as an assessment in accordance with the provisions of **Article XVII** of this Master Deed.

**C.** Maintenance, repair, management, and operation of the Common Elements shall be the responsibility of the Association, but nothing contained in this Master Deed however shall be construed so as to preclude the Association from delegating to persons, firms, or corporations of its choice, such duties as may be imposed upon the Association by the terms of this **Paragraph C** and as are approved by the Board of Directors of the Association. An exception to this clause is set forth in **Article XXIV C** of this Master Deed.

**D.** Expenses incurred or to be incurred for the maintenance, repair, management, and operation of the Common Elements shall be collected from Unit Owners as assessed, in accordance with the provisions contained elsewhere in this Master Deed.

**E.** Subject to the Rules and Regulations of the Association from time to time pertaining to the Common Elements, all Unit Owners and their tenants may use the Common Elements in such manner as will not restrict, interfere with or impede the use of the Common Elements by other Unit Owners and their tenants.

**F. Alterations and Improvements.**

The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements (which do not prejudice the right of any Unit Owner unless his or her written consent has been obtained), provided the making of such alterations and improvements are first approved by the Board of Directors of the Association and all First Mortgagees of the Units. 100% or more of the Unit Owners may agree to make an improvement to the common areas and facilities and assess the cost of the improvement to all Unit Owners as a Common Expense.

**G. Shares of Unit Owners.**

The Shares of the Unit Owners in the Common Elements shall be as stated in **Article XVII** and may be altered only by amendment of this Master Deed executed in form for recording by all of the Unit Owners and First Mortgagees of such Unit Owners. No such alteration shall affect the lien of prior recorded Mortgages unless written consent of the holder of such Mortgage is obtained and recorded.

**H.** The share of a Unit Owner in the Common Elements is appurtenant to the Unit owned by him, and inseparable from Unit Ownership.

**VIII. Maintenance and Repair of Units**

**A. By the Association.**

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of only common areas including the community center.

**B. By the Unit Owner.**

The responsibility of the Unit Owner shall be as follows:

1. To maintain, repair, and replace at his or her expense, all portions of the Unit and any improvements located on the Unit except the portions of each to be maintained, repaired, and replaced by the Association;
2. To perform his or her responsibilities in such manner so as not unreasonably to disturb the rights of other persons occupying within the Units or Buildings;
3. Not to paint or otherwise decorate or change the appearance of any portion of the Building, unless the written consent of the Association is obtained;
4. To promptly report to the Association or its agent any defect or need for repairs or maintenance, the responsibility for the remedying of which is with the Association; and
5. Not to make any alterations in the portions of the Unit or the Building(s) which are to be maintained by the Association or remove any portion of the same or make any additions to the same or do anything which would or might jeopardize or impair the safety or soundness of the Building(s) without first obtaining the written consent of the Board of Directors of the Association and all First Mortgagees of the Units, nor shall any Unit Owner impair any easement without first obtaining the written consents of the Association and of the Unit Owner or Owners for whose benefit such easement exists.

**C.** Nothing contained in this Master Deed, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair, and replacement, but the Association's liability shall be limited to damages resulting from negligence.

**IX. Units shall be Constituted as Follows**

**A. Real Property.**

Each Unit, together with the space within it as shown on Exhibit D and together with all appurtenances to the Unit, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred, and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Property, subject only to the provisions of this Master Deed and any such conveyance shall include its interest in the Common Elements and be subject to all covenants and restrictions set forth in this Master Deed..

**B. Boundaries.**

Each Unit shall be bounded as to both horizontal and vertical boundaries shown on the Plan, subject to such encroachments as are contained in the Unit whether the same exist now or are created by construction, settlement, or movement of a Building, or permissible repairs, reconstruction, or alterations.

**C. Appurtenances.**

Each Unit shall include and the same shall pass with each Unit as an inseparable appurtenance to the Unit, whether or not separately described, conveyed, or encumbered, all of the rights, title, and interest of a Unit Owner in the Property, which shall include but not be limited to:

1. **Common Elements:** an undivided share of the Common Elements, such undivided share to be that portion set forth in **Article XVII** of this Master Deed;

2. Easements for the benefit of the Unit;

3. Voting rights in the Association and funds and assets held by the Association for the benefit of the Unit Owner;

4. All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Units;

5. In addition to and not in derogation of the ownership of the space described on the attached Plan, an exclusive easement for the use of the space not owned by the Unit Owner and which is occupied by the Unit, which easement shall exist until this Condominium is terminated in accordance with the provisions elsewhere contained in this Master Deed.

6. The following easements from each Unit Owner to each other Unit Owner and to the Association:

a) **Ingress and Egress**



Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents.

**b) Maintenance, Repair, and Replacement**

Easements through the Units and Common Elements for maintenance, repair, and replacement of the Units and Common Elements. Use of these easements, however, for access to the Units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

**c) Utilities.**

Easements through the Units and Common Elements for all facilities for the furnishing of utility services which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through a Unit shall be only substantially in accordance with approved site plans.

**d) Emergency Easements of Ingress and Egress**

Easements whenever reasonably required for emergency ingress and egress. No Unit Owner shall install or allow to be installed any security device or other thing which will or might impair such easements.

**X. Purpose and Use Restrictions**

The purpose of this Condominium is to provide for the operation of the Property with the condominium form of ownership. In order to provide for a congenial occupation of the Property and to provide for the protection of the values of the Units, the use of the Property shall be restricted to and be in accordance with the following provisions:

The Units shall be used for only those purposes allowed by specific approvals of use by the zoning ordinance of the Township of Hamilton, Mercer County, New Jersey subject to compliance with all conditions of such approval and restrictions required thereby including the following:

**A. The Property Is Subject To The Following Age Restrictions.**

1. Rental Housing Units to Remain 55 or Over Housing. Any Building on any Unit is intended to be "55 or Over Housing" within the meaning of the Fair Housing Act, 424 U.S.C. §3601 et. seq., so as to qualify as "housing for older persons" within the exemption provisions of the Fair Housing Act. The construction, interpretation, and enforcement of this Article X shall be in a manner consistent with such requirements and all terms used herein shall have the meaning set for in the referenced State and Federal Statutes.

———2. General Age Restrictions. Occupancy of the Rental Housing Units shall be restricted to use by tenants of 55 years of age or older, with no children under

18 years of age in permanent residence, with the following exceptions: (1) a member of a couple under the age of 55 years who is residing with his/her partner who is 55 years of age or over; (2) one adult under 55 years of age will be admitted as a tenant if it is established that the presence of such person is essential to the physical care of one or more of the adult occupants who shall be 55 years of age or older; or (3) a member of a couple under 55 years of age who was permitted and did permanently reside in a Unit may continue to occupy the Unit after the death of the occupant who was 55 years of age or older; or (4) a disabled child (or children) under 18 years of age who is residing with his/her parent who is 55 years of age or over. However, in the event the aforesaid restrictions are subsequently amended by court order or otherwise to permit additional classes of residents, the Owner reserves the right to allow residency by such persons as shall be so permitted. Nothing contained in this Section (2) shall be deemed to prohibit the visitation by children under the age of 18 who are family members or guests of the residents. Permitted visitations shall not exceed sixty (60) consecutive days nor more than a total of sixty-one (61) days in any calendar year.

3. No Occupancy by Children. No occupancy shall be permitted and no application shall be approved under this Section (3) to any person who intends to have as an occupant a person under the age of 18 years, unless, despite anything to the contrary, such person is a handicapped dependent protected by the Fair Housing Act. Nothing herein is intended to prohibit the visitation by children under the age of 18 years who are family members or guests of the tenants. Permitted visitations must not exceed sixty (60) consecutive days nor more than a total of sixty-one (61) days in any calendar year.

**B. The Property Is Subject To The Following Affordable Housing Covenants.**

Eighteen (18) Affordable Rental Housing Units (9 low income and 9 moderate income) are required to be interspersed through the condominium and will be located in Units B and C. Those affordable housing units are described herein as "Affordable Rental Housing Units."

1. The following covenants (the "Covenants") shall run with the Affordable Rental Housing Units for the period of time (the "Control Period"), determined separately with respect for each Affordable Rental Housing Unit, commencing upon the earlier of (1) the date hereof or (2) the date on which the first certified household occupies an Affordable Rental Housing Unit, and shall terminate upon the expiration of the Control Period as set forth below.

2. In accordance with N.J.A.C. 5:80-26.11, each Affordable Rental Housing Unit shall remain subject to the requirements of this subchapter titled "Control Periods for Affordable Rental Housing Units," until the Township elects to release the Affordable Rental Housing Unit from such requirements. Prior to such a municipal election, an Affordable Rental Housing Unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

-(i) Affordable Rental Housing Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

-(ii) Any Affordable Rental Housing Unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State of New Jersey or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment, or grant or contract.

3. Sale and use of the Affordable Rental Housing Units is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, et seq., the "Uniform Controls").

4. The Affordable Rental Housing Units shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such Affordable Rental Housing Unit shall be given or implied, without exception, to any person who has not been certified for that Rental unit in writing by the Township. So long as any Rental Unit remains within its Control period, sale of the Rental Unit must be expressly subject to this Deed Restriction, deeds of conveyance must have this Deed Restriction appended thereto, and no sale of a Rental Unit shall be lawful unless approved in advance and in writing by the Township

5. No improvements may be made to the Affordable Rental Housing Units that would affect the bedroom configuration, and any improvements to the Affordable Rental Housing Units must be approved in advance and in writing by the Township.

6. The Owner shall notify the Township of any foreclosure actions filed with respect to any Affordable Rental Housing Unit within five (5) business days of service upon Owner.

7. The Owner shall notify the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

**C. Remedies for Breach of Affordable Housing Covenants.**

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

1. In the event of a threatened breach of any of the Covenants set forth in Section **B** hereof by the Owner, or any successor in interest of a Affordable Rental Housing Unit, the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

2. Upon the occurrence of a breach of any Covenants set forth in Section **B** hereof by the Owner, or any successor in interest of a Affordable Rental Housing Unit, the Township shall have all remedies provided at law or equity, including but not limited to: forfeiture, foreclosure, acceleration of all sums due under any Mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

**D. The Property is further subject to a Recreation/Conservation Easement (a copy is attached as Exhibit E) being recorded herewith.**

**E. The Common Elements Are Subject To the Following Restrictions**

The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Units.

**F. The Ownership of a Unit Is Subject To The Following Covenants:**

No Unit shall be owned by any person not approved in advance by the Board of Directors of the Association. The Association shall signify in writing such approval or disapproval within 15 days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Association the name of the person in question, the present address and three references, together with such other information as the Association might reasonably request. Any such approval once given may not subsequently be withdrawn. Failure of the Board of Directors to disapprove within such period conclusively shall be deemed to constitute approval. The provisions in this paragraph shall not be applicable to any Permitted Mortgagee or purchaser or lessee from such Permitted Mortgagee as recited in **Article XI C.5.** of this Master Deed.

**G. Nuisances**

No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to occupants or which interferes with the peaceful possession and proper use of the Property by its residents and occupants.

**H. Lawful Use**

No immoral, improper, offensive, or unlawful use shall be made of the Property nor any part of it and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The respective responsibilities of Unit Owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification, or repair of the Property shall be the

same as provided above for the maintenance and repair of that portion of the Property subjected to such requirements.

**I. Interpretation**

In interpreting deeds, mortgages, and plans, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage, or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.

**J. Regulations**

Regulations concerning use of the Property may be promulgated by the Association as set forth above; provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time that the same become effective. The initial regulations, which shall be deemed effective until amended by the Association, are annexed to and made a part of this Master Deed as **Exhibit B**. Any amendments to the regulations shall be recorded in the Mercer County Clerk's Office, as amendments to the Regulations. Such regulations shall not impair or limit the rights of mortgagees, as elsewhere recited.

**XI. Conveyances**

The sale, leasing, and mortgaging of Units shall be subject to the following provisions until this Master Deed is terminated in accordance with provisions elsewhere contained in this Master Deed

**A. Sale or Lease.**

No Unit Owner may dispose of a Unit or any interest in a Unit by sale or by lease without approval of the Board of Directors, except as elsewhere provided in this Master Deed, which approval of the Association shall be obtained in the manner provided below.

**1. Notice to Association.**

A Unit Owner intending to make a sale or lease of his or her Unit or any interest in the Unit shall give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Association reasonably may require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representations by the Unit Owner to the Association and any purchaser or lessee produced by the Association as provided below in this Master Deed, that the Unit Owner believes the proposal to be bona fide in all respects. The provisions in this Paragraph A shall not be applicable to any Permitted Mortgagee or its designee who takes title to a Unit by foreclosure, deed in lieu of foreclosure or otherwise.

**2. Election of Association.**

Within 15 days after receipt of such notice, the Board of Directors of the Association shall either approve the transaction or furnish a purchaser or lessee approved by the Association (and give notice to the person desiring to sell or lease his or her Unit) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than 60 days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Board of Directors of the Association shall be in recordable form, signed by any two members of the Board, and shall be delivered to the purchaser or lessee. The failure of the Association to act within such 15-day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form. The Unit Owner giving such notice shall be bound to consummate the transactions with such purchaser or lessee as may be approved and furnished by the Association. The right of election shall not be exercised so as to restrict alienation, conveyance, sale, leasing, purchase, ownership, and occupancy of units because of race, creed, color, or national origin.

**B. Mortgage**

No original Unit Owner may mortgage his or her Unit nor any interest in the Unit without the approval of the Association except to Spencer Savings Bank, SLA as to Unit A and First Bank as to Units B and C.. No subsequent Owner may mortgage his or her Unit or any interest in the Unit without the approval of the Association, excepting to a Mortgagee or to a vendor to secure not more than 90% of the purchase price. The approval of any other mortgagee shall be upon the terms and conditions as determined by the Association or may be arbitrarily withheld.

**C. Permitted Mortgages**

1. A Unit Owner may encumber or subject the Unit owned by such Unit Owner with the lien of a Permitted Mortgage. When a Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Association. The Secretary of the Association shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amounts secured thereby. To the extent provided by applicable law, any lien, claim or other obligation now or hereafter due to the Association is subordinated to the lien of a Permitted Mortgage upon a Unit.

2. No Owner or other party shall have priority over any rights of the Permitted Mortgagee for such Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to, or a taking of, Unit(s) and/or Common Elements.

**3. Reports and Notices To Permitted Mortgagees**

Upon the written request of a Permitted Mortgagee to the Board of Directors, the Permitted Mortgagee of a Unit shall be entitled to receive any or all of the following as designated in the request:

- (i) Copies of budgets, notices of Assessment, or any other notices or statements provided under this Master Deed by the Board of Directors to the Unit Owner whose Unit is encumbered by the Permitted Mortgage;
- (ii) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- (iii) Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings (but not to participate in such meetings);
- (iv) Notice of the decision of the Unit Owners to make any material amendment to this Master Deed;
- (v) Notice of substantial damage to or destruction of any part of the Common Elements;
- (vi) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- (vii) Notice of any violation under this Master Deed by the Unit Owner whose Unit is encumbered by the Permitted Mortgage if such violation is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the violation; or
- (viii) The right to examine the books and records of the Association at any reasonable time, provided that all costs relating thereto are paid by the said Permitted Mortgagee.
- (ix) any sixty (60) day delinquency in the payment of a Common Expense assessment or other assessments or charges owed to the Association by a Unit Owner of any Unit upon which Permitted Mortgagee holds a Mortgage; and
- (x) a lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- (xi) any proposed action that requires the consent of a specified percentage of Permitted Mortgagees.

4. The request of a Permitted Mortgagee shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent to the Board of Directors. The Board of Directors need not inquire into the validity of any request made by a Permitted Mortgagee hereunder. The Permitted Mortgagee shall bear the costs of any exercise of a right granted by this Section and shall fully reimburse the Association for the costs and expense to meet any demand.

**5. Mortgage Foreclosure Sales**

In the event of the foreclosure sale of a Unit by the Court or Sheriff or other authorized Judicial Officer under a Permitted Mortgage held by a Permitted Mortgagee, there is no requirement of obtaining Association consent of the Purchaser.

6. No consent of the Association is required for a Permitted Mortgagee or its designee accepting a deed in lieu of foreclosure or acquiring the Unit by any means under the applicable law then in effect or upon the subsequent transfer of the Unit by the Permitted Mortgagee or its designee.

**D. Owners' Units and Other Privileges**

The Developers who have executed this Master Deed of Condominium, their heirs, executors, administrators, successors, and assigns, are irrevocably empowered, notwithstanding this Master Deed of Condominium, By-laws, Restrictions, Rules, and Regulations, or as the same may be amended from time to time, to sell, convey, lease, sublease, encumber, mortgage, rent, or otherwise dispose of, any interest they may have in and to any Units to any person or entity approved by them.

**XII. Administration**

The administration of the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

A. The Association shall be incorporated under the name Twin Ponds Park, Inc. as a corporation not for profit under the laws of the State of New Jersey. Any other form of organization for the Association may be submitted after first obtaining the written approval of all of the members of the Association.

B. The Bylaws of the Association shall be in the form attached as **Exhibit A** until such are amended in the manner provided in such bylaws.

C. The duties and powers of the Association shall be those set forth in this Master Deed, the Articles of Incorporation and the Bylaws, together with those reasonably implied to effect the purposes of the Association and this Master Deed; provided, however, that if there are conflicts or inconsistencies between this Master Deed and either the Articles of Incorporation or the Bylaws, the terms and provisions of this Master Deed shall prevail and the Unit Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or Bylaws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the Bylaws and any duties



or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Master Deed, shall be so exercised except that wherever this Master Deed requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the Bylaws.

**D.** Notices or demands, for any purpose, shall be given by the Association to Unit Owners and by Unit Owners to the Association and other Unit Owners in the manner provided for notices to members of the Association by the Bylaws of the Association.

**E.** All funds and titles of all properties acquired by the Association and the proceeds of the same after deducting the costs incurred by the Association in acquiring the same shall be held for the benefit of the Unit Owners for the purposes stated in this Master Deed.

**F.** All income received by the Association from the rental or licensing of any part of the Common Elements (as well as such income anticipated) shall be used for the purpose of reducing prospective Common Expenses prior to establishing the annual assessment for Common Expenses.

**G.** The Association, by and through its Board of Directors, is by this Master Deed vested with the power to delegate its powers, duties, and authority granted by this Master Deed, by entering into a management contract with such persons or organizations or corporations, and upon such conditions and terms as the Board of Directors may elect except as provided in **Article XXIII** of this Master Deed. The management costs and fees as may be contained in any management contract shall be Common Expenses.

### **XIII. Insurance**

The insurance which shall be carried upon the Property shall be governed by the following provisions:

**A. Authority to Purchase.**

Except for Builder Risk and other required insurance furnished by Developer during construction, all insurance policies upon the Property (except as allowed below) shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of First Mortgages on the Units or any of them, and, if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association and their respective employees, agents, and invitees. Such policies and endorsements shall be deposited with the designated officer of the Association who must first be approved by mortgagees holding a First Mortgage on a Unit and must acknowledge that the policies and any proceeds of the policies will be held in accordance with the terms of this Master Deed.

**B. Unit Owners**

Each Unit Owner may obtain insurance, at his or her own expense, affording coverage upon his or her personal property and for personal liability and as may be

required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in **Article XIII, Paragraph A** of this Master Deed (if the same is available) and must be obtained from an insurance company from which the Association obtains coverage against the same risk, liability, or peril, if the Association has such coverage.

### **C. Coverage**

#### **1. Casualty**

The Building and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value of the same (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and

b) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location, and use as the Building, including but not limited to, law and ordinance coverage, boiler and machinery, vandalism, malicious mischief, windstorm, and water damage.

2. Public Liability and property damage in such amounts and in such forms as shall be required by the Association including but not limited to water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages.

3. Worker's Compensation policy to meet the requirements of law.

4. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

### **D. Premiums**

Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses.

E. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid first to satisfy any outstanding Mortgage on the Unit for which such proceeds are paid, then to the Association. If a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be paid to the mortgagee as its interest may appear.

### **F. Distribution of Proceeds**

Proceeds of Insurance policies received shall be distributed to or for the benefit of the Owners in the following manner:

**1. Reconstruction or Repair.**

If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost of such repair or reconstruction as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Owners, all remittances to Unit Owners and their mortgagees being payable jointly to them or as otherwise provided in the Mortgage covering the damaged Unit. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it, him or her.

**2. Failure to Reconstruct or Repair**

If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him or her.

**3. Certificate**

In making distribution to Unit Owners and their mortgagees the insurance company may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution. Upon request of the Insurance Company, the Association forthwith shall deliver such certificate.

**XIV. Reconstruction or Repair of Casualty Damage**

**A.** If any part of the Common Elements shall be damaged by casualty, by fire or other casualty loss rebuilding or repair of the Common Areas and facilities made necessary shall be carried out in the manner set forth in this Master Deed dealing with the necessary work of maintenance, repair, and replacement, using common funds, including the proceeds of any insurance, for that purpose. Any such reconstruction or repair shall be substantially in accordance with approved site plans and specifications. Encroachments upon or in favor of Units which may be created as result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the approved site plan or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Building stands.

**B. Responsibility**

If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

**1. Estimate of Costs**

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such Bonds as the Board of Directors desires.

**2. Assessments**

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the above-mentioned fees and premiums, if any) assessments shall be made against the Unit Owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of same are insufficient; assessments shall be made against the Unit Owners who own the damaged property in insufficient amounts to provide funds for the payment of such costs.

**3. Construction Funds.**

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such cost in the following manner:

**a) Association**

If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

**b) Insurance**

The proceeds of insurance collected on account of a casualty, and the sums from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

**i. Unit Owner**

The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner; to such contractors, suppliers, and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Unit Owner may direct; or if there is a mortgagee endorsement, then to such payees as the First Mortgagee directs.

Nothing contained in this Master Deed, however, shall be construed so as to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair.

**ii. Association: Lesser damage**

If the amount of the estimated costs of construction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

**iii. Association: Major damage.**

If the amount of the estimated costs of reconstruction and repair of the Building or other improvement is more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in New Jersey and employed by the Association to supervise the work; provided, however, if a First Mortgagee is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in accordance with the terms of the First Mortgage held by such mortgagee.

**iv. Surplus**

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Unit Owners and their mortgagees who are the owners of the fund, or as otherwise provided in their mortgages.

**v.** When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the costs of repairing the Common Elements and the balance to the Units in the shares above stated, or as otherwise provided in the First Mortgage covering the affected Units.

**vi. Insurance Adjustments**

Each Unit Owner shall be deemed to have delegated to the Board of Directors his or her right to adjust with insurance companies all losses under policies purchased by the Association, subject to the rights of mortgagees of the affected Units.

**XV. Condemnation**

The following provisions relating to condemnation of the Property are a part of this Deed:

**A. Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, the net proceeds shall at the discretion of the affected mortgagee, be applied to satisfy the indebtedness secured or repair and/or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorney's fees incurred by the Association or the affected mortgagee in connection with the Condemnation.

**B. Proceedings.** If any proceeding in condemnation is filed, the Association shall promptly notify all Permitted Mortgagees, in writing, and Association shall promptly take such steps as may be necessary to defend the action and obtain the award. Association may be the nominal party in such proceeding, but such Permitted Mortgagees shall be entitled to participate in the proceeding and to be represented by counsel of its own choice, and Association will deliver or cause to be delivered to the Permitted Mortgagees such instruments as may be requested by it from time to time to permit such participation.

**XVI. Taxes and Special Assessments**

**A.** The assessment of each of the Units for taxes and special assessments by governmental bodies may be done in the following manner:

**1. Determination of Value**

The total value for the tax or assessment roll for the Property shall be determined without regard to the Units against which taxes and assessments are ultimately to be levied.

**2. Allocation of Assessments to Units**

The assessment for each Unit shall be the Unit's respective Share of the Assessment of the Property.

**3. Certificate**

Any Tax Assessor may rely upon a Certificate of the Association as to the Share of each Unit and upon request or whenever appropriate, the Association shall issue such Certificate.

**B.** During the period of time the taxes and special assessments upon the Property or any portion of it are not assessed to Units, the taxes and assessments not separately assessed to Units shall be included in the budget of the Association and shall be paid by

the Association. The Association shall assess each Unit Owner in accordance with the manner set forth above for allocation of taxes and special assessments by the Tax Assessors.

**C. Return for Taxation**

No Unit Owner shall make a return for taxation which is inconsistent in any manner with the provisions of this Master Deed and if any such return is made it shall be void.

**XVII. Assessments**

Assessments against the Unit Owners shall be made or approved by the Board of Directors of the Association and paid by the Unit Owners to the Association in accordance with the following provisions:

**A. Share of Common Expense**

Each Unit Owner shall be liable for his or her share of the Common Expenses, and any Common Surplus shall be owned by each unit Owner in a like share, according to the following percentages:

Share of Expenses	
Unit Number	Percent
<u>  A  </u>	39%
<u>  B  </u>	13 %
<u>  C  </u>	48 %

**Such percentages to be adjusted based on the ultimate development of the Units.**

**B. Assessments other than Common Expenses**

Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the Condominium Documents, shall be paid by the Unit Owners to the Association in the proportions set forth in the provision of the Condominium Documents authorizing the Assessment.

**C. Assessments for Common Expenses**

Assessments for Common Expenses shall be made for the calendar year annually in advance on or before the second Monday in November of the year preceding for which the assessments are made and at such other and additional times as in the judgment of the Board of Directors additional Common Expenses assessments are required for the proper management, maintenance, and operation of the Common Elements. Such annual assessments shall be due and payable in three equal consecutive monthly payments, on the first day of each month, beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of Common Expense Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in the

amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

**D.** Other Assessments shall be made in accordance with the provisions of the Condominium Documents and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Directors of the Association.

**E. Assessments for Emergencies**

Assessments for Common Expenses of emergencies which cannot be paid from the Common Expense Account shall be made only by the Board of Directors of the Association.

**F. Assessments for Liens**

All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one Unit or upon any portion of the Common Elements, shall be paid by the Association as a Common Expense and shall be assessed against the Units in accordance with the Shares of the Units concerned or charged to the Common Expense Account, whichever in the judgment of the Board of Directors is appropriate.

**G. Assessment Roll**

The assessments against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the Office of the Association for inspection at all reasonable times by the Unit Owners or their authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for all purposes, and the amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of a Unit Owner's assessment account shall limit the liability of any person for whom made other than the Unit Owner when recorded in the Mercer County Clerks Office. The Association shall issue such certificates in recordable form to such persons as a Unit Owner shall request in writing.

**H. Liability for Assessments**

The Owner of a Unit and his or her grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for the same. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made. A purchaser of a Unit at a judicial or foreclosure sale or a First Mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale. Such a purchaser shall be entitled to the benefit of all pre-paid assessments paid beyond the date such purchaser acquired title.

**I. Lien for Assessments**

The unpaid portion of an assessment which is due shall be secured by a lien upon the Unit and all appurtenances to the Unit and shall be enforced in the manner



provided in *Statutes*. Such lien shall have priority over all other liens, except municipal liens and First Mortgages of record held by a Permitted Mortgagee covering any Unit that is recorded prior to the date any such assessment became due. Such a claim of lien shall also secure all assessments which come due subsequently until the claim of lien is satisfied.

**J. Application**

**1. Interest; Application of Payments**

Assessments and installments of assessments paid on or before 15 (days after the date when due shall not bear interest but all sums not paid on or before 30 days after the date when due shall bear interest at the rate of 10% per year from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the Common Expense Account.

**2. Suit**

The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and in any event, the Association shall be entitled to recover in the same action, suit, or proceeding the payments which are delinquent at the time of judgment or decree together with interest at the rate of 10% per year, and all costs incident to the collection and the action, suit or proceedings, including, but not limited to, reasonable attorney's fees.

**XVIII. Compliance and Default**

Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant to the Condominium Documents and the Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief:

**A. Legal Proceeding**

Failure to comply with any of the terms of the Condominium Documents and Regulations adopted pursuant to the Condominium Documents, shall be ground for relief which may include, but is not limited to, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination of the same, and which relief may be sought by the Association or if appropriate, by an aggrieved Unit Owner.

**B.** All Unit Owners shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his or her act, neglect or carelessness or by that of any employees, invitees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing contained in this Master Deed however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

**C. Costs and Attorneys' Fees**

In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

**D. No Waiver of Rights**

The failure of the Association or of a Unit Owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant, or condition in the future.

**E.** All rights, remedies, and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

**XIX. Amendment**

Except for alterations in the Shares which cannot be done except with the consent of all Unit Owners whose Shares are being affected, and their mortgagees, the Condominium Documents may be amended in the following manner:

**A. Master Deed Master Deed of Condominium.**

Amendments to this Master Deed Master Deed of Condominium shall be proposed and adopted as follows:

**1. Notice**

Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered.

**2. Resolution**

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Unit Owners meeting as members of the Association and after being proposed and approved by either of such bodies, must be approved by the others. Directors and Unit Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than 100% of the Directors and 100% of the Unit Owners and their mortgagees.

**3. Recording**

A copy of each amendment shall be certified by at least *(two)* officers of the Association as having been duly adopted and shall be effective when recorded in the Mercer County Clerk's Office. Copies of the same shall be sent to each Unit Owner and his or her mortgagee in the manner elsewhere provided for the

giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

**B. Articles of Incorporation and Bylaws of Association**

The Articles of Incorporation and the Bylaws of the Association shall be amended in the manner provided by such documents.

**XX. Termination**

The Condominium shall be terminated, if at all, in the following manner:

**A. Consent.—**

100% of the Unit Owners may remove all of the Condominium or a portion of it from the provisions of applicable New Jersey statutes by an instrument to that effect, recorded in the Mercer County Clerks Office, provided that the holders of all liens upon any of the Units affected consent to such removal by instruments duly recorded. The termination shall become effective when such agreement has been recorded in the Mercer County Clerks Office.

**B. Destruction**

If it is determined in the manner elsewhere provided that the Property shall not be reconstructed after casualty, this Condominium, including all Units, and provided that the holders of all liens upon any of the Units affected consent to such removal by instruments duly recorded shall be subject to partition at the suit of Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Areas and facilities. Upon such sale, the condominium shall be deemed removed from the provisions of applicable New Jersey statutes and terminated.

**C. Shares of Unit Owners after Termination.**

After termination as provided in **Paragraph A** of this **Article XX**, the Condominium, including all the Units, or the portion thus removed, shall be owned in common by the Unit Owners and the organization of Unit Owners shall be dissolved, unless it is otherwise provided in the removal instrument. The undivided interest in the Property owned in common held by each unit shall be equal to the percentage of the undivided interest of such Owner in the common areas and facilities. All funds held by the Association and insurance proceeds, if any, shall be and continued to be held jointly for the Unit Owners and their First Mortgagees in proportion to the amount of the assessments paid by each Unit Owner or as otherwise provided in the First Mortgages. The costs incurred by the Association in connection with a termination shall be a Common Expense.

**D.** The removal of the Condominium from the provisions of applicable New Jersey statutes shall not bar the subsequent resubmission of the land and buildings involved to the provisions of same.

**XXI. Covenants Running with the Land**

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part of and interest in the same, including but not limited to every Unit and the appurtenances to the Unit; and every Unit Owner and claimant of the Property or any part of or interest in the same, and his or her heirs, executors, administrators, successors, and assigns shall be bound by all of the provisions of the Condominium Documents.

**XXII. Liens**

**A. Protection of Property**

All liens against a Unit other than for Permitted Mortgages, taxes, or special assessments will be satisfied or otherwise removed within 30 days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent.

**B. Notice of Lien**

A Unit Owner shall give notice to the Association of every lien upon his or her Unit other than for, taxes, and special assessments within thirty (30) days after the attaching of the lien.

**C. Notice of Suit.**

Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect the title of his or her Unit or any other part of the Property, such notice to be given within fifteen (15) days after the Unit Owner receives notice of the suit or proceeding.

**D.** Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

**E.** The Association shall maintain a register of all Permitted Mortgages.

**XXIII. Judicial Sales and other Transfers of Title**

**A.** No judicial sale of a Unit nor any interest in a Unit shall be valid unless the sale is a result of a public sale with open bidding or unless the sale is to a purchaser approved by the Board of Directors of the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Mercer County Clerk's Office. This provision shall not apply to Permitted Mortgagees or their designees in connection with a foreclosure, deed in lieu of foreclosure or its acquisition of the Unit or in any other manner pursuant to the law then in effect.

**B. Unauthorized Transactions**

Any sale, mortgage, or lease which is not authorized pursuant to the terms of this Master Deed or for which authorization has not been obtained pursuant to the terms of this Master Deed, shall be void unless subsequently approved by the Board of Directors of the Association. For purposes hereof, the Mortgage held by Spencer Savings Bank, SLA

covering Unit A and the Mortgage held by First Bank covering Unit B and Unit C are hereby authorized.

C. If proceedings are instituted to foreclose any mortgage on any Unit, the Association, on behalf of one or more Unit Owners, shall have the right to purchase such Unit at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceeding and take and have absolute fee simple title to the Property purchased, free from any claim or right of any grantee, his or her heirs or assigns, or such mortgagor, and every person claiming by, through, or under such mortgagor. Nothing contained in this Master Deed shall preclude a mortgage institution, banker, saving, and loan association, insurance company or any other recognized lending institution from owning a mortgage on any Unit, and such lending institution shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose the mortgage in accordance with the terms of the mortgage and the laws of the State of New Jersey and to bid upon the Unit at the foreclosure sale, and in that event the mortgagee taking title on such foreclosure sale or taking title by deed in lieu of foreclosure sale, may acquire such Unit and occupy to same and let, relet, sell, and resell the same without complying with the restriction limiting the occupation of the Property to persons approved by the Association.

#### **XXIV. Provisions Pertaining to Developers**

For so long as the Developers continue to own any of the Units and as provided in this Master Deed, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Developers from any obligations of a Unit Owner to pay assessments as to each Unit owned by it, in accordance with the Condominium Documents.

A. For so long as Developer owns more than One Unit, a majority of the Board of Directors of the Association shall be selected by the Developer and such members as may be selected by Developer need not be owners of Units in the Building.

B. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Condominium Documents except as specifically set forth in them and no person shall rely upon any warranty or representation not so specifically made. The estimates of Common Expenses are deemed accurate, but no warranty or guaranty is made nor intended, nor may one be relied upon.

C. In order to maintain high standards and to assure the proper development of the Condominium, the grantors, known as Developer, reserve for a period of two years from the date of recording of this Master Deed, the power to contract with persons, firms, or corporations of its choice for the management of the Condominium, and to delegate to such managing agent, which may be Developer or either of them, all powers of the Association in regards to maintenance, repair, management, and operation of the Association. The management costs and fees as may be contained in such management contract shall be Common Expenses.

**XXV. Severability of Condominium Document Provisions**

If any term, covenant, provision, phase, or other element of the Condominium Documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify, or impair in any manner whatsoever any other term, provision, covenant, or element of the Condominium Documents.

**XXVI. Unit Deeds**

Any transfer of a Unit shall include all appurtenances to it whether or not specifically described, including the interest of the Unit Owner in the shares of the Association and shall specifically reference this Master Deed.

**XXVII. Captions**

Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium Documents.

**XXVIII. Gender, Singular, Plural**

Whenever the context so permits, the use of the plural shall include the singular, the plural, and any gender shall be deemed to include all genders.

**XXIX. Severability**

If any provision of this Master Deed, or any section, sentence, clause, phrase, or work, or the application of same in any circumstances by judicially held in conflict with the laws of the State of New Jersey, then the laws shall be deemed controlling and the validity of the remainder of this Master Deed and the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected by such holding.

**XXX. Construction of Units B and C**

**A.** Only the Owner of Unit B and the Owner of Unit C shall be responsible for all required construction and improvements identified as Phases II and III in the Resolution No. 05-02-011C of the Zoning Board of Adjustment of the Township of Hamilton, dated November 9, 2011 and amended May 8, 2012, and the final site plans approved for those Units.


**B.** No Owner, user or contractor for any Unit shall utilize or tap into the utilities serving any other Unit.

**C.** Notwithstanding anything to the contrary set forth in the Master Deed, the development of Unit B and/or Unit C shall not in any way, (a) impair or affect the legal permits or Certificate of Occupancy for Unit A to legally operate as residence buildings for the number of units and bedrooms as they now exist, nor (b) cause or require that any application or amendment be made to any governing authority regarding the operation of Unit A or regarding the configuration of Unit A or the number of parking spaces allocated for use by Unit A, nor (c) following the construction period for Unit B and Unit C reduce the number or size of parking spaces allocated for exclusive use for Unit A, nor (d) relocate the parking spaces allocated to Unit A

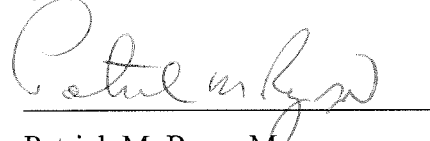
**D.** All construction activities shall be conducted in a reasonable manner. The parties intend that original construction, as well as reconstruction, renovation and repair shall be made in a manner which causes the minimum interference with residents of the other Units, and their quiet enjoyment and safeguards the Units, their residents and their property in a manner and to a degree reasonable for the project then being undertaken.

WITNESS our signatures as of the day and date first above stated.

Witness:

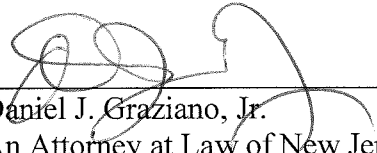
  
\_\_\_\_\_  
Daniel J. Graziano, Jr.

Crestwood Ventures LLC

  
\_\_\_\_\_  
Patrick M. Ryan, Manager  
*mgr*

County of Mercer )  
State of New Jersey)

On the 9<sup>th</sup> day of Sept. 2013, before me an Attorney at Law of the State of New Jersey, Patrick M. Ryan, Manager, did sign this instrument and acknowledged same as his voluntary act and deed and further acknowledged that he is the Manager of Crestwood Ventures LLC the Grantor in said instrument.

  
\_\_\_\_\_  
Daniel J. Graziano, Jr.  
An Attorney at Law of New Jersey

BY-LAWS OF  
TWIN PONDS PARK, INC.

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The following By-Laws are hereby adopted to govern the affairs of Twin Ponds Association, Inc., a New Jersey corporation with its principal office at c/o North Buffalo Advisors, LLC, 2465 Kuser Road, Suite 200, Hamilton, NJ 08690 (herein referred to as "the ASSOCIATION") in conjunction with the covenants, restrictions and reservations set forth and contained in the Master Deed of Twin Ponds Park Condominium.

ARTICLE I  
DEFINITIONS

Definitions contained in Paragraph I of the Master Deed shall apply to these By-Laws.

ARTICLE II  
CONTROL

Every person, firm, association, corporation, limited liability company or other legal entity who is a Unit Owner of fee title to any Unit shall be a member of the Association; provided, however, that any person, firm, association, corporation, or legal entity who holds such title or interest merely as a security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a Member of the Association. The Association shall be under the exclusive control and management of the Board of Directors. Change of membership shall be accomplished by recordation in the Mercer County Clerk's office of a deed or other instrument establishing a record title to a Unit, and delivery to the Secretary of the Association of a certified copy of such instrument together with such sums of money as are required for the payment of any membership fee, contribution to capital or escrow deposit. The membership of the prior Unit Owner shall be thereby terminated.

ARTICLE III  
NOTICE OF MEETINGS

The annual meeting of all Unit Owners shall be held on the second Monday in the Month of January of each year. Notice of such meeting and of special meetings of the Unit Owners shall be given by mail to the Unit Owner's address and shall be mailed not less than ten days nor more than fifteen days prior to the date of the meeting. All meetings of the Unit Owners shall be held at the principal office.



ARTICLE IV  
QUORUM

At such meeting of the Unit Owners, the president shall preside at all meetings. The presence at any duly called meeting of Unit Owners having sixty-six percent (66%) of the Interests in the Condominium as a whole and as established in the Master Deed represented by Unit Owners present shall constitute a quorum for the conduct of business. Unless otherwise expressly provided in the law, the Master Deed or these By-Laws, any action may be taken at any meeting of the Unit Owners upon the affirmative vote of all of the voting power of the Unit Owners present, which shall be in accordance with their respective percentage of ownership provided that a quorum is present as provided for herein.

ARTICLE V  
REPORTS

At the annual meeting of the, the Board of Directors shall present an audit of Common Expenses (unless all Unit Owners shall have unanimously waived the necessity for a formal audit itemizing the receipts and disbursements for the preceding calendar year, the allocation thereof to each Unit Owner, and the estimated Common Expenses for the coming calendar year. Within ten days after the annual meeting, such statement shall be delivered or mailed to Unit Owners not present, in person, at the annual meeting.

ARTICLE VI  
ELECTION AND PROCEEDINGS OF THE BOARD OF DIRECTORS

(a) Election. At each annual meeting of the Unit Owners, the Unit Owners shall elect a Board of Directors for the coming year, consisting of two Unit Owners or, if the Unit Owners are entities, authorized officers of the United Owners.

(b) Term. Members of the Board of Directors (other than the original members as herein designated) shall serve for a term of three years. Members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal; provided, that if any member ceases to be a Unit Owner, his membership on the Board of Directors shall thereupon automatically terminate.

(c) Resignation and Removal. Any member may resign at any time by giving written notice to the other member of the Board of Directors, and any member of the Board of Directors may be removed from membership on the Board of Directors by a vote of Unit Owners holding not less than sixty-six percent (66%) of the Interests in the Condominium at any time and without cause.

(d) Proceeding. Two members of the Board of Directors shall constitute a quorum, and if a quorum is present, the decision of those present shall be an act of the Board of Directors.

(e) Rules of Order. At all proceedings of the Board of Directors and Unit Owners, the conduct thereof shall be in accordance with such regulations as the Board of Directors may adopt not in conflict with these By-Laws. Pending any change thereof, Roberts Rules of Order shall govern any matter not otherwise covered to the contrary herein. The Board of Directors may validly act without holding a formal meeting by declaring their action, unanimously, in writing by a memorandum thereof in lieu of a formal meeting.

#### ARTICLE VII AUTHORITY OF THE BOARD OF DIRECTORS

The Board of Directors, shall enforce the provisions hereof and shall acquire and shall pay out of the common expense fund hereinafter provided for, the following:

(a) Water, sewer, garbage collection, electrical, telephone, gas, and other necessary utility services for the Common Elements to the extent not separately metered or charged to the individual Units;

(b) A policy or policies of fire and casualty insurance as hereafter described in these By-Laws with extended coverage endorsement for the full insurable replacement value of the improvements payable in the manner herein provided for, and/or such other fire and casualty insurance as the Board of Directors shall determine would give substantially equal or greater protection to the Unit Owners and the mortgagees as their respective interests may appear, which said policy or policies shall provide for a separate loss payable endorsement in favor of mortgagees of each Unit, if any;

#### ARTICLE VIII POWERS OF BOARD OF DIRECTORS EXCLUSIVE

The Board of Directors shall have the exclusive right to contract on behalf of the Association for all goods, services and insurance, payment for which is to be made from the common expense fund, and the actions of the Board of Directors shall be through its properly designated and authorized officers.

#### ARTICLE IX ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

There shall be no structural alterations, capital additions to, or capital improvements of, the Common Elements requiring an expenditure in excess of \$5,000 for any one such alteration, addition or improvement, (and with only one such alteration,

addition or improvement per year) without the prior approval by a vote of Unit Owners holding not less than one hundred percent (100%) of the Interests in the Condominium.

ARTICLE X  
ASSESSMENTS FOR COMMON EXPENSES

(a) Annual Budget Estimate. Within thirty (30) days prior to the beginning of each calendar year, the Board of Directors shall estimate the cost of providing the services for which it is obligated under these By-Laws during the next ensuing year including a reasonable provision for contingencies and replacements and less any expected income and surplus from the prior year's fund. The estimated cash requirements for the next ensuing year as so determined shall be assessed to the Unit Owners in accordance with their percentages of the total Interests in the Condominium as set forth in the Master Deed to be paid, as set forth therein. If the estimated cash requirements should prove inadequate, for any reason, the Board of Directors may, at any time, levy a further assessment, which shall be assessed to the Unit Owners in like proportions, unless otherwise provided herein. Each Unit Owner shall be obligated to pay assessments made pursuant to this Article to the Board of Directors as set forth in the Master Deed.

(b) Expenditure of Common Fund. The funds collected in the manner herein provided shall be expended for the purposes designated herein or in the Master Deed and for no other purpose.

(c) Non-Waiver. The omission by the Board of Directors, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provision of these By-Laws, or a release of a Unit Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessments fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this Article shall be effective only upon unanimous written consent of the Unit Owners and their mortgagees. No Unit Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any common element or by abandonment of his or its Unit.

(d) The Board or Directors shall keep detailed, accurate record in chronological order, of the receipts and expenditures affecting the Common Elements, specifying and itemizing maintenance and repair expenses of the Common Elements and any other expenses incurred. Records and vouchers authorizing the payment involved shall be available for examination by the Unit Owners at convenient hours during weekdays at the principal office.

## ARTICLE XI

### NOTICE

Notices or demands, for any purpose, shall be given by the Association to Unit Owners and by Unit Owners to the Association and other Unit Owners by mail through the United States Postal Service, facsimile or e-mail. Notice will be deemed effective two days after mailing by United States Postal Service if not returned and on the day of transmission if sent by facsimile or e-mail with confirmation of delivery. Unit Owners shall be responsible to provide the Association and other Unit Owners with their correct and current postal address, facsimile number and e-mail address.

## ARTICLE XII

### GENERAL POWERS AND PRIVILEGES

Subject to the Master Deed or other instruments of creation, the Association may do all it is legally entitled to do under the laws applicable to its form of organization. The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the Unit Owners and any residents within the Condominium. The Association shall provide a fair and efficient procedure for the resolution of disputes between Unit Owners and the Association, and between different Unit Owners, that shall be readily available as an alternative to litigation.

## ARTICLE XIII

### OFFICERS

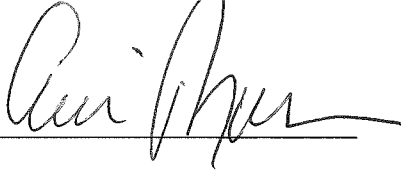
The principal officers of the Association shall be a President, who shall be a Unit Owner or, as applicable, an authorized officer of a Unit Owner, and a Secretary/Treasurer, elected annually by the Board of Directors.

## ARTICLE XIV

### AMENDMENTS

These By-Laws, or any of them, may be altered or repealed, or new By-Laws may be made, at any meeting of the Association duly held for such purpose, and previous to which written notice to Unit Owners of the exact language of the amendment or of the repeal shall have been sent, a quorum being present, by an affirmative vote of 51% in interest of the votes entitled to be cast in person, by mail ballot, by consent, by conference call or by e-mail, except that (i) the first annual meeting may not be advanced, (ii) the first Board (including replacements in case of vacancies) may not be enlarged or removed, (iii) the obligation of the proportionate responsibility for the payment of Common Expenses with respect to Units or the Common Elements may not be changed by reason of any such new By-Law, amendment or repeal, or (iv) no such new By-Law, amendment or repeal shall in any way adversely and materially affect the Unit Owners or their Permitted Mortgagees.

Adopted at the first meeting of the Unit Owners \_\_\_\_\_ September 2013.



A handwritten signature in black ink, appearing to read "Eric P. Rosenblum", written over a horizontal line.

Eric P. Rosenblum, Secy./Treas.

**Unit Owners shall be governed by the Bylaws of the Twin Ponds Park, Inc. corporation. Unit Owners constructing and maintaining residential apartments on their unit, shall include the following Rules and Regulations in every lease of an apartment which is age-restricted.**

RULES AND REGULATIONS FOR APARTMENTS

ALL THE TENANTS AND OCCUPANTS AGREE:

1. They shall not install, affix paint or expose any sign, notice, advertisement, illumination or project out of the windows or on the exterior, or from the building or upon any place.
2. If the Tenant desires telephone connections, the wire so introduced shall be without injury or damage to the premises and Tenant will be responsible for any damage occasioned by the installation or removal of such instruments.
3. To place paper and discarded articles in garbage cans or receptacles provided and to place all the garbage in paper deposited in the proper receptacles, keeping all receptacles covered.
4. Not to make or permit any disturbing noises in the premises by himself, his family or friends nor do or permit to be done anything which will interfere with the rights, comforts or conveniences of other tenants; not to play upon or cause to be play upon any musical instruments nor to operate a radio, television or phonograph between the hours of ten o'clock in the evening and the following nine o'clock in the morning if same will disturb or annoy other tenants or occupants of the same or other unit.
5. The sidewalks, hall, passages or stairs shall not be obstructed by the Tenants or their goods, or used by them for any purpose other than entering or exiting their respective apartments. No items permitted in hall or at apartment entrance doors or on lawns or walks.
6. Bicycles, tricycles, baby carriages, go carts/shopping carts and other vehicles of like nature shall be kept in the designated storage areas and not left in the halls or on the sidewalk or ground at any time.
7. The toilet rooms, water closets and other water apparatus shall not be used for any other purpose than for those which they were constructed, and no sweepings, rubbish, rags, ashes, ink, chemicals, garbage and refuse matter from electric batteries or other noxious substances, shall be thrown in any location which shall result in damage to the property or receptacle. Any damage resulting from such misuse or abuse shall be borne and paid for the Tenant by whom, or by whose employees, such damage is caused.
8. Pianos, furniture, goods and freights shall be brought, delivered and received into the building and taken out by arrangement with the Landlord or agent in charge of the building.
9. They shall see that the windows and doors of their apartments are closed and securely fastened before leaving the premises and will be held responsible for any damage resulting from frost, rain, or other causes of violation of this rule.
10. They shall not use or keep in this building any explosive or illuminating material except electric light or candles.
11. They shall not water or unreasonably use water.
12. They shall at all times keep dwelling and fixtures in a clean and sanitary condition.
13. They shall report to Landlord and the appropriate health authority any case of infectious or contagious disease occurring in the premises and they shall report to the Landlord the presence of vermin or insects

in the premises

14. They shall report to the Landlord at once, any accidents or injury to water pipes, toilets, drains or fixtures, or other property of the Landlord and all breakage, damage or loss of any kind.
15. They shall not permit their children to play in public halls, on roofs, stairways, cellars, walks, grounds or areas, except in the regular playground area that may be provided for children's use.
16. They shall not use tacks, nails or other fasteners, or cement in laying carpets, rugs, or linoleum on the floors.
17. They shall not place any nails, bolts, or screws in walls, floors doors or trim.
18. They shall not install any radio or television aerial wires or any description on or in the buildings, or hang them from the windows. They shall upon termination of this lease return all keys for the apartment or pay for the same.
19. They shall permit the Landlord or its agents or employees to enter the premises at any reasonable hour doe the purpose of examining insects, vermin, and to allow the landlord to take all materials in the premises that may be required for that purpose without the same constituting an eviction, and the rent shall be required to be paid in full for the entire month and on time while such work is being done.
20. The Landlord in all cases shall retain the right to control and prevent access into buildings and grounds of all persons whom it considers undesirable.
21. All personal property placed in the premises or stored in trunk rooms and storage rooms and garages shall be at the risk of the Tenant or owner of such personal property and the Landlord will not be responsible for any damage or injury to or loss of such personal property from any cause.
22. The Landlord shall not be responsible for articles left with employee.
23. The Landlord may terminate the lease of the Tenant for violation of any of the terms and conditions or of any rules and regulations prescribed by the Landlord by giving the Tenant five (5) days prior notice in writing.
24. The Tenant will not hang or permit to be hung any article on the outside of the premises or out of the windows or make permit to be made any disturbance or noises detrimental to the premises or the comfort of other inhabitants of the premises nor ant act of thing which may be or grow to be any annoyance, damage and disturbance to the Landlord or any other Tenant.
25. The use of the play areas by the children of the Tenant is at their own risk and the children shall at all times be under the supervision of the Tenant.
26. It is positively understood and agreed that no air conditioning units are permitted in the windows unless owned and installed by the Landlord.
27. Children may not be permitted to destroy lawns or shrubs, dig, or in any destroy buildings or grounds.
28. No parking is permitted in any driveway. Only designated parking may be used.
29. No drying of clothes is permitted by hanging them or leaving them outside of the apartment or building.

30. No(1)trailers(2)trucks of any kind(3)motorcycles or motor bikes(4)boats(5)boat trailers(6)taxicabs or(7)disabled vehicles of any kind shall be permitted to remain upon Landlord's parking lot or any there part of the Landlord's land premises.

31. All outside doors shall be kept locked at all times.

32. There shall be no washing, cleaning, polishing or repairing of motor vehicles on the grounds, parking facilities or any other part of the Landlord's premises.

33. The list of items not to be thrown in toilets, water closets, etc, as set forth in Rule 9 is amended to also specifically prohibit the throwing or insertion of diapers, panties and sanitary napkins.

34. Prior to or at the time that snowfall accumulation exceeds two inches, in any and all automobiles shall be removed from parking lots, until Landlord has completed snow removal. It is understood that automobiles not removed from parking lot will be towed at Tenant's expense.

35. Barbecue grills braziers, portable stoves, hibachi and all other similar devices for cooking or heating goods shall not be used under any circumstances except in areas designated by the Landlord for the use of the same. In times of drought, storage of the foregoing shall be limited to tenant's designated storage area.

36. No sidewalks, lawns, or parking areas shall be used for sports, games, or other recreational purpose. Wading pools or swimming pools of Tenants are expressly prohibited.

37. The Landlord may designate, from time to time, the manner of garbage collection and the place or places in which garbage deposits shall be made, including but not limited to centralized bins, and the Tenant at all times shall fully comply with this.

38. Tenant, upon termination of the lease shall return all apartment keys or pay a charge for lock changes, including labor in connection with the failure to return these keys promptly.

39. At any and all time's occupancy of the apartment shall be solely by the persons listed in the tenancy application and not other person or persons.

40. Automobiles operated within parking lots and driveways shall not exceed the speed of ten miles per hour. There shall be no excessive sounding of horns, and no automobiles with a noisy muffler shall be operated within the parking lots or driveways of the apartment complex.

41. Tenants shall at all times keep a duplicate key to apartment on deposit with the Landlord's superintendent. Tenant shall keep at all times keep Tenant's telephone number and automobile license plate number on file with Landlord's superintendent.

I have read the Rules and Regulations for all apartments, listed as 1-41 and I agree not to violate any of them. If I do violate any of the Rules and Regulations, I also realize I may be evicted.

*EXHIBIT B*





Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

American Metro Center  
100 American Metro Boulevard, Suite 152  
Hamilton, NJ 08619  
T: 609.587.8200  
F: 609.587.8260  
www.maserconsulting.com

**DESCRIPTION OF PROPERTY**  
**TOWNSHIP OF HAMILTON**  
**MERCER COUNTY, NEW JERSEY**  
**MC PROJECT NO. 040460A**

**PROP. LOT 21.01, BLOCK 2173**  
**NOVEMBER 15, 2011**  
**REVISED JUNE 7, 2013**

All that certain lot, tract or parcel of land situate lying and being in the Township of Hamilton, in the County of Mercer and State of New Jersey and being all of Proposed Lot 21 as shown on sheet 3 of 21 of a plan entitled "Preliminary Site Plan, Final Major Site Plan Phase 1 and Minor Subdivision, Minor Subdivision Plan for Twin Ponds, Lots 16 & 21, Block 2173, Township of Hamilton, Mercer County, New Jersey," prepared by Maser Consulting P.A., dated July 27, 2009 and revised through December 14, 2012, and being more particularly bounded and described as follows, to wit:

**BEGINNING** at a point in the easterly line of Yardville Hamilton Square Road (variable width right-of-way), where the same is intersected by the northerly line of Lot 17.01, said point having a New Jersey State Plane Coordinate (NAD83) of N: 500399.7718, E: 446979.6829, said point marked by a pin found, all as shown on the aforesaid Minor Subdivision Plan, and running thence-

1. N 01° 12' 52" E, 700.24 feet along the aforesaid easterly line of Yardville Hamilton Square Road to a point of curvature in the same, thence-
2. **NORTHEASTWARDLY** on an arc having a radius of 1,419.19 feet and curving to the right, an arc distance of 104.97 feet, (Central Angle 4°14'16"), said arc being connected by a chord distance of 104.95 feet and a chord bearing of N 03° 19' 47" E, and a tangent of 52.51 feet, still along the aforesaid easterly line of Yardville Hamilton Square Road to a point in the same, where the same is intersected by the southerly line of Lot 22, thence-
3. S 85° 17' 29" E, 797.60 feet along the aforesaid southerly line of Lot 22 and beyond, along the southerly line of Lot 8 to an angle point in said southerly line of Lot 8, said point marked by an iron pin found, said point having a New Jersey State Plane Coordinate (NAD83) of N: 501139.1580, E: 447795.5285, thence-
4. N 87° 23' 42" E, 507.94 feet along the aforesaid southerly line of Lot 8 to a point in the westerly line of said Lot 8, thence-
5. S 08° 40' 38" E, 963.21 feet along the aforesaid westerly line of Lot 8 to a point in the same, thence-
6. S 81° 40' 30" W, 368.30 feet along Proposed Lot 16.01 as shown on the aforesaid Minor Subdivision Plan to a point in the easterly line of Lot 17.02, thence-
7. N 08° 19' 30" W, 679.96 feet along the aforesaid easterly line of Lot 17.02 to a point in the northerly line of said Lot 17.02, said point marked by an iron pipe found, thence-

Customer Loyalty through Client Satisfaction

**EXHIBIT C1**



DESCRIPTION OF PROPERTY  
TOWNSHIP OF HAMILTON  
MERCER COUNTY, NEW JERSEY  
MC PROJECT NO. 040460A

PROP.LOT 21.01, BLOCK 2173  
NOVEMBER 15, 2011  
REVISED JUNE 7, 2013

8. S 79° 52' 33" W, 194.70 feet along the aforesaid northerly line of Lot 17.02 and beyond, along the northerly line of Lot 17.01 to a point in the said northerly line of Lot 17.01, said point marked by a capped rebar found, thence-
9. N 89° 41' 19" W, 369.93 feet along the aforesaid northerly line of Lot 17.01 to an angle point in the same, thence-
10. S 01° 12' 50" W, 400.00 feet along the same to an angle point in the same, said angle point having a New Jersey State Plane Coordinate (NAD83) of N: 500397.4036, E: 447415.3263, thence-
11. N 89° 41' 19" W, 435.65 feet still along the same to the Point and Place of **BEGINNING**.

**CONTAINING:** 888,987 square feet of land more or less/or 20.408 acres of land more or less.

**EXCEPTING THEREOUT AND THEREFROM:** the lands lying within additional road right-of-way to be dedicated to Hamilton Township as shown on the aforesaid Minor Subdivision Plan, and being more particularly bounded and described as follows, to wit:

**BEGINNING** at a point in the easterly line of Yardville Hamilton Square Road (variable width right-of-way), where the same is intersected by the northerly line of Lot 17.01, said point having a New Jersey State Plane Coordinate (NAD83) of N: 500399.7718, E: 446979.6829, said point marked by a pin found, all as shown on the aforesaid Minor Subdivision Plan, and running thence-

1. N 01° 12' 52" E, 700.24 feet along the aforesaid easterly line of Yardville Hamilton Square Road to a point of curvature in the same, thence-
2. **NORTHEASTWARDLY** on an arc having a radius of 1,419.19 feet and curving to the right, an arc distance of 104.97 feet, (Central Angle 4°14'16"), said arc being connected by a chord distance of 104.95 feet and a chord bearing of N 03° 19' 47" E, and a tangent of 52.51 feet, still along the aforesaid easterly line of Yardville Hamilton Square Road to a point in the same, where the same is intersected by the southerly line of Lot 22, thence-
3. S 85° 17' 29" E, 9.74 feet along the aforesaid southerly line of Lot 22 to a point in the same



DESCRIPTION OF PROPERTY  
TOWNSHIP OF HAMILTON  
MERCER COUNTY, NEW JERSEY  
MC PROJECT NO. 040460A

PROP.LOT 21.01, BLOCK 2173  
NOVEMBER 15, 2011  
REVISED JUNE 7, 2013

4. S 01° 14' 10" W, 804.32 feet, along a line through existing Lot 21, to a point on the northerly line of Lot 17.01, thence-
5. N 89° 41' 19" W, 13.30 feet still along the aforesaid northerly line of Lot 17.01, to the Point and Place of BEGINNING.

CONTAINING: 10,688 square feet of land more or less/or 0.245 acres of land more or less.

Leaving an area of Proposed Lot 21.01 of 878,299 square feet of land more or less/or 20.163 acres of land more or less.

6/7/13

---

MICHAEL F. BURNS, P.L.S.  
NEW JERSEY PROFESSIONAL LAND SURVEYOR  
LICENSE NUMBER 34841

DATE SIGNED

\\HSCAD\Projects\2004\040460a\Descriptions\2012\Proposed\_Lot21.01 revised 060713.docx



Consulting, Municipal & Environmental Engineers  
Planners • Surveyors • Landscape Architects

American Metro Center  
100 American Metro Blvd., Suite 152  
Hamilton, NJ 08619  
Tel: 609.587.8200 • Fax: 609.587.8260  
www.maserconsulting.com

**DESCRIPTION OF PROPERTY  
TOWNSHIP OF HAMILTON  
MERCER COUNTY, NEW JERSEY  
MC PROJECT NO. 040460A**

*Unit A*  
**PHASE 1  
PROPOSED LOT 21.01 (P/O), BLOCK 2173  
AUGUST 24, 2012**

All that tract of land situate lying and being in the Township of Hamilton, in the County of Mercer and State of New Jersey and being all of Phase 1 as shown on sheet 3 of 21 of a plan entitled "Preliminary Site Plan, Final Major Site Plan Phases 1 & 2, and Minor Subdivision, Subdivision Plan for Twin Ponds, Lots 16 & 21, Block 2173, Township of Hamilton, Mercer County, New Jersey," prepared by Maser Consulting, P.A., dated July 27, 2009 and revised to August 17, 2012, and being more particularly bounded and described as follows, to wit:

**BEGINNING** at a point in the easterly ultimate right-of-way line of Yardville Hamilton Square Road (variable width right-of-way), where the same is intersected by the northerly line of Lot 17.01, said point being marked by a pin found, all as shown on the aforesaid Subdivision Plan, and running thence-

1. N 01° 14' 10" E, 409.40 feet along the aforesaid easterly ultimate right-of-way line of Yardville Hamilton Square Road to a point in the same, thence-
2. S 89° 32' 38" E, 143.03 feet through Proposed Lot 21.01 to a point, thence-
3. N 79° 59' 31" E, 126.17 feet still through Proposed Lot 21.01 to a point, thence-
4. S 07° 17' 02" E, 44.28 feet still through the same to a point, thence-
5. N 73° 30' 20" E, 23.20 feet still through the same to a point of curvature, thence-
6. **NORTHEASTWARDLY** on an arc having a radius of 256.93 feet and curving to the right, an arc distance of 128.28 feet, (Central Angle 28°36'26"), said arc being connected by a chord distance of 126.95 feet and a chord bearing of N 87° 48' 34" E, and a tangent of 65.51 feet, still through the same to a point in the northerly line of Lot 17.01, thence-
7. S 01° 12' 50" W, 400.00 feet along the aforesaid Lot 17.01 to a point in the northerly line of the same, thence-
8. N 89° 41' 19" W, 422.35 feet along the aforesaid northerly line of Lot 17.01 to the Point and Place of **BEGINNING**.



DESCRIPTION OF PROPERTY  
TOWNSHIP OF HAMILTON  
MERCER COUNTY, NEW JERSEY  
MC PROJECT NO. 040460A

PROPOSED LOT 21, BLOCK 2173  
AUGUST 24, 2012  
PAGE 2

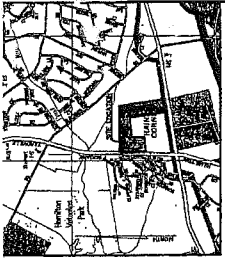
CONTAINING 172,917.44 square feet of land more or less, or 3.970 acres of land more or less.

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MICHAEL F. BURNS, P.L.S.  
NEW JERSEY PROFESSIONAL LAND SURVEYOR  
LICENSE NUMBER 34841  
\\Hscad\projects\2004\040460a\Descriptions\Phase1.docx

DATE SIGNED

02



LOCATOR MAP  
SCALE: 1" = 100'

APPROVED AS A TENTATIVE PRELIMINARY PLAN BY THE PLANNING BOARD OF HAMILTON TOWNSHIP, NJ, ON 08/14/13.

DATE: 08/14/13

PROJECT: TWIN PONDS

LOT: 16, 17, 18

BLOCK: 3173

MAP NO: 13-003

ALL SETBACKS SHALL BE MEASURED IN ACCORDANCE WITH THE PLANNING BOARD OF HAMILTON TOWNSHIP, NJ, RESOLUTION NO. 13-003, AS AMENDED.

ALL SETBACKS SHALL BE MEASURED TO THE CENTERLINE OF THE ADJACENT PROPERTY.

ALL SETBACKS SHALL BE MEASURED TO THE CENTERLINE OF THE ADJACENT PROPERTY.

ALL SETBACKS SHALL BE MEASURED TO THE CENTERLINE OF THE ADJACENT PROPERTY.

OWNER: M/F OCEANWOOD REHABILITATION, LLC

PROJECT: TWIN PONDS

LOT: 16, 17, 18

BLOCK: 3173

MAP NO: 13-003

DATE: 08/14/13

SCALE: 1" = 100'

PROJECT: TWIN PONDS

LOT: 16, 17, 18

BLOCK: 3173

MAP NO: 13-003

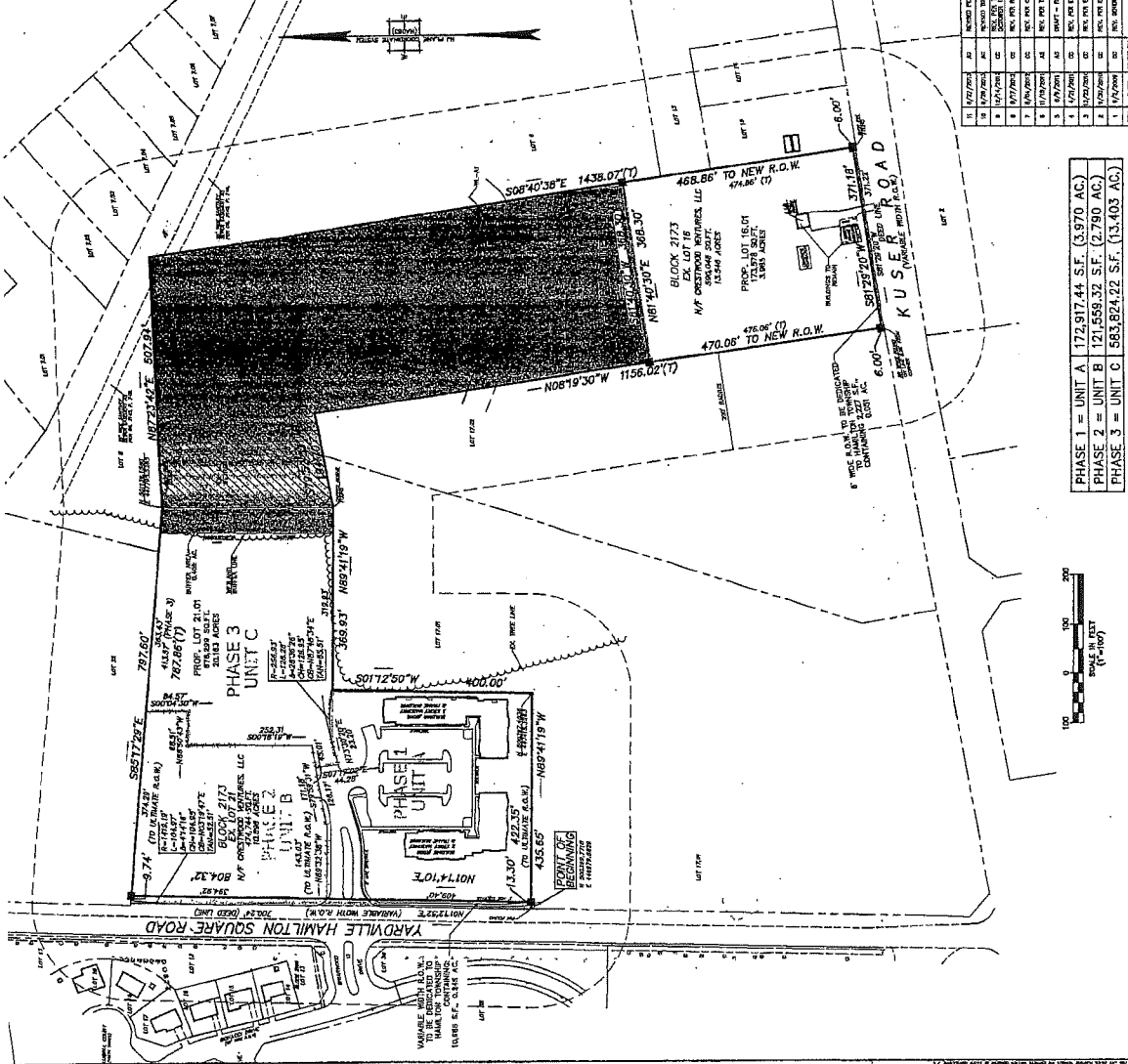
1. GENERAL NOTES
2. LEGEND
3. PHASE 1
4. PHASE 2
5. PHASE 3
6. UNIT A
7. UNIT B
8. UNIT C
9. UNIT D
10. UNIT E
11. UNIT F
12. UNIT G
13. UNIT H
14. UNIT I
15. UNIT J
16. UNIT K
17. UNIT L
18. UNIT M
19. UNIT N
20. UNIT O
21. UNIT P
22. UNIT Q
23. UNIT R
24. UNIT S
25. UNIT T
26. UNIT U
27. UNIT V
28. UNIT W
29. UNIT X
30. UNIT Y
31. UNIT Z

NO.	DESCRIPTION	AREA (S.F.)	AREA (AC)
1	UNIT A	172,917.44	3.970
2	UNIT B	121,659.30	2.780
3	UNIT C	583,824.22	13.403

NO.	DESCRIPTION	AREA (S.F.)	AREA (AC)
1	UNIT A	172,917.44	3.970
2	UNIT B	121,659.30	2.780
3	UNIT C	583,824.22	13.403

NO.	DESCRIPTION	AREA (S.F.)	AREA (AC)
1	UNIT A	172,917.44	3.970
2	UNIT B	121,659.30	2.780
3	UNIT C	583,824.22	13.403

NO.	DESCRIPTION	AREA (S.F.)	AREA (AC)
1	UNIT A	172,917.44	3.970
2	UNIT B	121,659.30	2.780
3	UNIT C	583,824.22	13.403



PHASE 1 = UNIT A 172,917.44 S.F. (3.970 AC.)  
 PHASE 2 = UNIT B 121,659.30 S.F. (2.780 AC.)  
 PHASE 3 = UNIT C 583,824.22 S.F. (13.403 AC.)

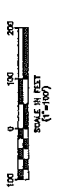


EXHIBIT D

HAMILTON TOWNSHIP ZONING BOARD OF ADJUSTMENT

RESOLUTION OF MEMORIALIZATION

RESOLUTION, DULY ADOPTED BY THE ZONING BOARD OF ADJUSTMENT OF THE TOWNSHIP OF HAMILTON AT A MEETING HELD ON SEPTEMBER 11, 2007, IN REGARD TO:

APPLICATION NO: 05-02-011A

OWNER/APPLICANTS: Crestwood Construction, LLC

LOCATION: Yardville Hamilton Square Road, Hamilton Township, New Jersey, Map 213; Section 2173; Lot 21

ZONE: RD

GRANTING APPLICATION FOR: Final Site Plan Approval for Phase Two of "Twin Ponds" mixed use development for the purpose of constructing Two, One-Story Commercial Buildings (7,000 s.f. building and a 10,000 s.f. building)

WHERE AS, the Applicant has applied for Final Site Plan Approval for Phase Two of the "Twin Ponds" mixed use development for the purpose of constructing Two Commercial Buildings.

WHERE AS, the property is zoned RD and is an existing lot located on Yardville Hamilton Square Road, Hamilton Township, New Jersey, Map 213; Section 2173; Lot 21; and

WHERE AS, the matter was heard before the Hamilton Township Zoning Board of Adjustment at a regularly scheduled hearing held on August 14, 2007 at which time John Kline testified on behalf of the Applicant; and

WHERE AS, Daniel J. Graziano, Jr., Esq. represented the Applicant; and

WHERE AS, the subject matter of the Application was within the jurisdiction of the Board and the Board acted with the time required by law; and

WHERE AS, the meeting was properly noticed in accordance with the Municipal Land Use Law and the Open Public Meetings Act; and

WHERE AS, The Application was deemed complete by the Division of Planning and Engineering of the Township of Hamilton; and

WHERE AS, the meeting was open to the public; and

WHERE AS, Robert Poppert, Principal Planner, and Richard Williams, Assistant Township Engineer, testified on behalf of the Township; and

WHERE AS, a previous resolution was granted by the Hamilton Township Zoning Board of Adjustment on June 14, 2005, granting Final Site Plan Approval for Phase One of the Development, and Preliminary Site Plan approval for Phase Two, and Three of the development;

NOW, THEREFORE, the Hamilton Township Zoning Board of Adjustment makes the following Findings of Fact and Conclusions of Law with respect to the above-entitled Application:

1. The property is zoned RD and is an existing lot located on Yardville Hamilton Square Road, Hamilton Township, New Jersey, Map 213; Section 2173; Lot 21.



2. The Zoning Board of Adjustment for the Township of Hamilton shall retain jurisdiction of this matter for purposes of Reviewing Final Site Plan Approval for Phase Three of the Development.
3. The Divisions of Engineering and Planning reviewed the application and find it complete.
4. The Applicant has submitted proof of service of notice and proof of publication.
5. The Zoning Board of Adjustment has jurisdiction to hear this matter.
6. Based on the foregoing, the Zoning Board does not see any detriment in granting Final Site Plan Approval for Phase Two with the conditions stated above and in the professional's reports.
7. The Board finds that the application is complete.
8. The Board finds that the application can be approved with the recommendations made by the Township Professionals and all terms and conditions of the Hamilton Township Zoning Board of Adjustment Resolution adopted on June 14, 2005; since the Development Application meets the requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-70 (c)(1) is without substantial detriment to the public, and without substantial impairment for the intent and purpose of the master plan and Zoning Ordinance.

9. The Board further finds that Development Application is not detrimental to the neighborhood, and the benefits conferred by the application substantially outweigh any detriment to the neighborhood.
10. The application is granted subject to the following conditions:
  - a. Any and all local, county, and state approvals that are applicable must be obtained by the Applicants.
  - b. Compliance with all conditions set forth in the reports prepared by the Hamilton Township Division of Planning dated July 23, 2007, Hamilton Township Division of Engineering, as well as the testimony of the Township Professionals at the Board Hearing, as set forth in this resolution.
  - c. Compliance with all representation made by the Applicant at the Board Hearings of May 24, 2005 and August 14, 2007.
  - d. Compliance with all terms and conditions of the Hamilton Township Zoning Board of Adjustment Resolution adopted on June 14, 2005

**RESOLUTION**

**BE IT RESOLVED**, By The Zoning Board of Adjustment of the Township of Hamilton, County of Mercer, and State of New Jersey, that the foregoing Findings of Fact and Conclusions of Law are hereby adopted with respect to the above-entitled Application; and

**BE IT FURTHER RESOLVED**, that the Application be and hereby is approved in accordance with the testimony of the Applicant and subject to the conditions stated above and that the Applicant must comply with the ordinance, rules, and regulations of the Township Zoning Ordinance; and

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution and the Finding of Fact and Conclusion of Law be sent to the Applicant, the Township Clerk, the Township Building Inspector and any others who request a copy of the decision.

By:   
Cheryl Durelli, Secretary

**CERTIFIED** to be a true copy of a Resolution adopted by the Hamilton Township Zoning Board of Adjustment at a regular meeting held at the Municipal Building on the

11<sup>th</sup> day of September, 2007.

By:   
Cheryl Durelli, Secretary

**TOWNSHIP OF HAMILTON  
ZONING BOARD OF ADJUSTMENT  
2090 GREENWOOD AVENUE, CN00150  
HAMILTON, NEW JERSEY 08650**

Telephone (609) 890-3682  
Fax (609) 890-3537

June 27, 2005

Daniel J. Graziano, Esq.  
Daniel J. Graziano & Associates  
3685 Quakerbridge Road  
Hamilton, NJ 08619

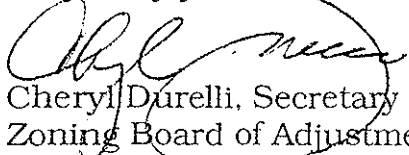
RE: #05-02-011  
Diocese of Trenton  
Crestwood Construction LLC  
Yardville-Hamilton Sq. Rd.  
Map 213, Section 2173, Lots 18-21

Dear Mr. Graziano:

Please find enclosed herewith the Zoning Board of Adjustment resolution in regard to the above referenced application which was heard by the Board at a meeting held May 24, 2005 and adopted on June 14, 2005.

If you have any questions, please do not hesitate to contact the Land Use Office at 890-3669.

Very truly yours,

  
Cheryl Durelli, Secretary  
Zoning Board of Adjustment

Enclosure

c: Application file  
File

**TOWNSHIP OF HAMILTON, MERCER COUNTY, NEW JERSEY**

**RESOLUTION OF MEMORIALIZATION**

**RESOLUTION, DULY ADOPTED BY THE ZONING BOARD OF THE TOWNSHIP OF HAMILTON AT A MEETING HELD ON JUNE 14, 2005, IN REGARD TO:**

**Application No: 05-02-011**  
**Owner: Diocese of Trenton**  
**Applicant: Crestwood Construction, L.L.C.**  
**Location: Map 213, Section 2173, Lots 18-21**  
**Yardville-Hamilton Square Road**

**WHEREAS**, The Diocese of Trenton is the owner of property located at Yardville-Hamilton Square Road, in the Township of Hamilton, Map 213, Section 2173, Lots 18-21, Zone RD, and Crestwood Construction, L.L.C. is the applicant (the "Applicant"); and

**WHEREAS**, the Applicant applied on or about January 28, 2005 for a use variance, preliminary site plan approval (Phases I, II, and III) and final site plan approval (Phase I) for the purpose of constructing a mixed use development – two (2) commercial office buildings, a restaurant, retail buildings, and four (4) age restricted residential garden apartments (120 units).

**WHEREAS**, the Board held a public hearing on the application on May 24, 2005, on the use variance and site plan approval requests at which time the Applicant testified and the Board considered the report dated February 16, 2005 (revision dated May 3, 2005) prepared by the Hamilton Township Division of Planning, the report dated February 22, 2005 (revised March 30, 2005, April 18, 2005, April 20, 2005 and May 9, 2005) prepared by the Township Engineer and the report dated May 2, 2005 prepared by Richard A. Alaimo Associates, Consulting Engineers for the Township.

**WHEREAS**, the Board also reviewed Preliminary and Final Site Plans for "Twin Ponds", dated December 17, 2004, revised March 31, 2005, prepared by Maser Consulting, P.A.; Architectural Plans entitled "Plan of Twin Ponds Community", dated January 20, 2005 as revised to March 18, 2005. WB-50 Turning Movement Plan; Nonstructural Stormwater Management Addendum and Landscape area compliance calculation.

**WHEREAS**, the subject matter of the application was within the jurisdiction of the Board and the Board acted within the time required by law; and

**WHEREAS**, the meeting was properly noticed in accordance with the Municipal Land Use Law and the Open Public Meetings Act; and

**WHEREAS**, the Application was deemed complete by the Department of Planning and Engineering of the Township of Hamilton.

## VARIANCE AND SITE PLAN REQUESTS

**WHEREAS**, the Applicant, through its attorney, Daniel J. Graziano, Jr., Esq., appeared and presented those facts he believed supported his request for a use variance, bulk variance, preliminary and final site plan approval in accordance with the Hamilton Township Land Development Ordinance; and

**WHEREAS**, Mr. Graziano stated restaurants, retail buildings and age-restricted housing are not permitted uses in the RD-Research and Development Zone. Therefore, the variance requests he noted that such mixed uses are permitted on larger tracts in the zone but the property in question does not meet this lot size requirement.

**WHEREAS**, Paul Cray, Professional Engineer with Maser Consulting, P.A. testified the site is approximately 10.9 acres and is currently farmland. On the site will be constructed two (2) commercial buildings – with office/retail, and a restaurant and four (4) buildings of residential apartments with 120 Units (later reduced to 119 units).

The project will be constructed in Phases. Phase 1 would be 60 apartment units in the two (2) buildings closest to Yardville – Hamilton Square Road and the southerly pond. Phase II would consist of the commercial buildings and the northerly pond and Phase III the remaining residential apartments. Residential parking has been calculated a 2 space per Unit for a project total of 350 spaces including 17 handicapped.

Variations are required for front, side and rear yard setbacks, distance between buildings, parking setback, parking buffers, and buffers for zone boundary lines. Applicant requests a design waiver for loading berths, distance between ground level openings (garden apartments) and maximize size of buildings (garden apartments).

Applicant has reduced the apartment buildings facing Yardville-Hamilton Square Road from 3 story to 2 story buildings and has moved them towards the rear by 40'. The net result will be 119 two-bedroom units. The ponds were also reshaped, not fenced but have 6:1 grade adjacent to the proposed sidewalks.

A 30 sq. ft. sign (2.5' x 10') for the project was proposed to be ground mounted and setback 10' from the road ROW.

**WHEREAS**, Robert Bolton, Licensed Architect with Robert Bolton Associates testified the commercial buildings will be one story buildings with roofs with dormers but no occupants. All buildings will be handicapped accessible.

**WHEREAS**, Frank Fiskovich, Licensed Traffic Engineer with Maser Consulting, P.A. testified there would be fewer trips generated by the proposed use than if the property developed in accordance with the permitted zoning. Road widening at Yardville-Hamilton Square Road would improve turning movements into and out of the Project. It was suggested by the Board that employee parking areas be designated. Mr. Fiskovich also testified the restaurant would seat 168 patrons and 56 spaces had been designed for this use.

No testimony was given regarding pedestrian safety but the Township Planner recommended a self-executed flasher for the Yardville-Hamilton Square Road crossing, a brick crosswalk and all sidewalks be 5' in width.

**WHEREAS**, Joseph Layton, Professional Planner with Masur Consulting, P.A. testified the project fostered several of the objectives of the Township Master Plan and Zone Plan including increasing flexibility in zoning through mixed use development, creating tax rateables and developing age restricted and affordable housing. He also testified the project would lessen the school impact, generate less traffic, lessen the demand for recreation facilities and would meet the needs of an older growing population.

Mr. Layton pointed out the transitional nature of the area and the appropriateness of the proposed mixed use as fulfilling the purposes of the municipal zoning law particularly with the provision of fifteen (15) COAH qualified residential apartments.

No detriment to the public good or zone plan was testified to exist. The project was a small scale compared to larger scale projects already permitted in the zone.

**WHEREAS**, David Tilton, Pond Builder testified the proposed ponds would be filtered and supplied by wells. The ponds are not intended to be detention basins but will partially serve that purpose. The pond design is such to minimize algae and other nutrients.

**WHEREAS**, Alan Schectel, Professional Planner for the Township of Hamilton testified he endorsed moving the apartment buildings fronting the Yardville-Hamilton Square Road back 40'. He also recommended the following:

- Provide Phasing Plan for Construction
- Submission of Enhanced Landscaping Plan
- 5' sidewalk width everywhere
- If no loading docks are to be provided then deliveries should be in off-peak hours
- More details are needed regarding benches and flagpoles
- No 24 hour convenience stores should be allowed in commercial area because of nearby residential apartments
- Site lighting in commercial areas should be on timers at all times
- Parking area to be landscaped (5%) and Tenant changes should be monitored as they may affect parking needs i.e. medical and dental offices
- Complementary colors should be used for building exteriors
- Signage proposed is one 30 square foot sign setback from road right of way and not in sight triangle. Other signage should be in accordance with the Community Commercial Standards.

Mr. Schectel also noted the Applicant must provide 15 COAH qualified residential affordable housing Units. Also, Transportation Improvement District fees will be due at each Phase.

Mr. Schectel indicated the Applicant had agreed to contribute \$4,000 per residential to the Township for improvements to Veteran's Park and development of an amphitheatre in the park.

**WHEREAS**, Richard Williams, Assistant Hamilton Township Engineer testified that it was critical the Applicant coordinate the road work, grading and lighting impact with the adjoining Fruscione/Clock Tower Project. Mr. Williams recommended a maintenance plan be provided for all curb and pavement construction. Also, he emphasized the need to study "trenchless technology" for the installation of utilities crossing Yardville-Hamilton Square Road.

Final road widening design and final pond plans must be submitted before Township officials will approve final site plans.

All site triangles should be dedicated to the Township.

**WHEREAS**, James Ruddiman, Professional Engineer from Richard A. Alaimo Associates testified all properties should be under single ownership. Also, a traffic control plan is needed in order to anticipate traffic issues when Yardville-Hamilton Square Road widening and utility construction begins.

**WHEREAS**, the Zoning Board of Adjustment of the Township of Hamilton, County of Mercer and State of New Jersey makes the following findings of fact based upon the application and supporting documentation, the testimony presented on the record at the hearing and the reports submitted by the Board's professional staff:

1. The Applicant has submitted proof of notice and proof of publication and the Zoning Board has jurisdiction to hear this matter.
2. Diocese is the owner of property located at Yardville-Hamilton Square Road in the Township of Hamilton, Map 213, Section 2173, Lots 18-21, Zone RD.
3. The Hamilton Township Zoning Ordinance permits mixed use development (Section 160-80) in the RD Zone but on larger tracts of land.
4. Applicant's proposed site is in an area of mixed use development already.
5. Applicant testified affordable housing meeting COAH standards would be part of its residential development.
6. The use variances and bulk variances would allow the project to be developed appropriately for mixed uses without detriment to the Master Plan or Zone Plan.
7. Considerable beneficial interest can be found in approving Applicant's use. The location of the use adds flexibility to the zone, encourages age restricted housing, provides quality ratables and will generate less school and traffic impacts.



8. The zoning purposes of the Township can be found to be advanced by development of the site as proposed.

**BE IT THEREFORE RESOLVED** by the Zoning Board of Adjustment of the Township of Hamilton, County of Mercer and State of New Jersey, that the use variance, bulk variances, preliminary site plan approval for Phases I, II and III, and Final Site Plan approval for Phase 1 can be granted and Applicant's application is approved – subject to the following conditions:

1. Lots 18, 19, 20 and 21 must be consolidated.
2. Mercer County Planning Board approval required.
3. Mercer County Soil Conservation District approval required.
4. Revised Preliminary Site Plans for Phases I, II and III to be provided and to include (a) General Comments, Traffic Comments and Hydraulic/Hydrologic Comments of Thomas E. Dunn, Township Engineer dated February 22, 2005 (revised March 30, 2005, April 18, 2005, April 20, 2005 and May 9, 2005) (b) comments under Completeness, Preliminary Site Plan and Final Site Plan, Phase 1 of Robert C. Poppert, Division of Planning dated February 16, 2005 revised May 3, 2005 and (c) comments of Richard A. Alaimo Associates in report dated May 2, 2005.
5. Apartments fronting on Yardville-Hamilton Square Road will be reduced to 2-story buildings and buildings moved 40' to the rear.
6. Traffic Management Plan to be approved by Township Engineer.
7. Brick pedestrian crossing will be provided at the first project interior intersection.
8. All sidewalks should be 5 feet wide.
9. Project must include 15 affordable residential COAH qualified rental units.
10. Enhanced landscaping plan to be submitted.
11. Site lighting in commercial areas will be on timers.
12. Signage to comply with Community Commercial Zoning District standards.
13. TID fees to be paid for Phase 1, and Phases II and III (\$145,500 total)
14. A traffic maintenance plan shall be submitted during pavement and curb construction on Yardville-Hamilton Square Road.
15. Detailed report on feasibility of trenchless utility construction to be submitted to Township Engineer.
16. No 24 hour convenience type stores shall be permitted in the commercial buildings.
17. Applicant will contribute \$4,000 per residential Unit for recreation improvements to Veterans's Park at the time each Certificate of Occupancy is issued.

**ACTION TAKEN BY THE ZONING BOARD OF ADJUSTMENT  
ON MAY 24, 2005**

MOVED BY: Cenci

SECONDED BY: Picardi

ROLL CALL VOTE:

AYES: 7 – Salzano, Dumont, Nazario, Weber, Cenci, Picardi, Savelli

NAYS: 0

ABSTAINED: 0

ABSENT: 0

PRESENT BUT INELIGIBLE TO VOTE:

**ACTION TAKEN BY THE ZONING BOARD OF ADJUSTMENT  
ON JUNE 14, 2005 APPROVING THIS  
RESOLUTION OF MEMORIALIZATION**

MOVED BY: Mr. Weber

SECONDED BY: Ms. Nazario

AYES: 5 - Mr. Salzano, Ms. Nazario, Ms. Cenci, Mr. Savelli and Mr. Weber

NAYS:

ABSTAINED:

ABSENT: Mr. Picardi and Mr. Dumont

PRESENT BUT INELIGIBLE TO VOTE:

I, Cheryl Durelli, Secretary, Zoning Board of Adjustment, do hereby certify that the above Resolution was duly adopted by the Zoning Board of Adjustment of the Township of Hamilton at a meeting held on June 14, 2005.

  
CHERYL DURELLI, Secretary  
Zoning Board of Adjustment

**RESOLUTION NO. 05-02-011C AMENDED  
HAMILTON TOWNSHIP  
ZONING BOARD OF ADJUSTMENT  
AMENDING RESOLUTION NO. 05-02-011C REGARDING  
CORRECT NUMBER OF AFFORDABLE HOUSING UNITS  
TO BE INCLUDED IN THE AGE RESTRICTED PROJECT APPROVED FOR  
CRESTWOOD VENTURES, LLC TO BE CONSTRUCTED ON PROPERTY  
KNOWN AS MAP 213, SECTION 2173, LOTS 16 AND 21 ON THE HAMILTON  
TOWNSHIP TAX MAP**

WHEREAS, Crestwood Ventures, LLC, previously received approval to develop the property known as Map 213, Section 2173, Lots 16 and 21 for 144-age restricted rental housing units with indoor and outdoor recreational facilities and related amenities, which approval was memorialized by Resolution No. 05-02-011C adopted by the Zoning Board of Adjustment on November 9, 2011; and

WHEREAS, it was subsequently determined that there was an error in said resolution in that the resolution provides that the applicant is responsible for the provision of 28 affordable housing units of which 50% are to be low income and 50% are to be moderate income units; and

WHEREAS, the correct number of affordable housing units to be included in the project is 18 of which 50% are to be low income and 50% are to be moderate income; and

WHEREAS, the Township Planner has verified that the resolution is incorrect and that the correct number of affordable units to be included in the project is in fact 18 units; and

WHEREAS, the attorney for the applicant, by letter dated April 5, 2012 has requested that the resolution be amended to correct this error;

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Hamilton that Resolution No. 05-02-011C be and is hereby amended in the following respects only:

1. Paragraph 23 of the Findings of Fact relating to the use variance shall be amended to read as follows:

“In summary, the Planner felt that the variances required to allow the senior housing project could be granted without substantial detriment to the zone plan or surrounding neighborhood and that with the proposed inclusion of 15 affordable housing units, the Township would receive the benefit of 30 credits since the units will all be rental units. The affordable units will also be interspersed throughout the project and thus will not be readily ascertainable. Applicant later agreed to provide eighteen (18) affordable units. This additional affordable housing further supports the benefits to be derived.”

2. Paragraph 55 of the Findings of Fact shall be amended to read as follows:

“The applicant agreed that it will provide for a full affordable housing set aside for all phases of its project. Applicant shall provide eighteen (18) affordable housing units, distributed equally between low-income households and moderate-income households in accordance with Township regulations.”

3. The language of approval of the project shall be amended to read as follows:

“NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment that a use variance be granted to Crestwood Ventures, LLC, to permit the construction of 144 units of age-restricted rental housing including 18 affordable housing units; indoor and outdoor recreational facilities; and related

amenities subject to preliminary and final site plan approval for Phases I, II and III of the project with any other bulk variances and design waivers that may be required in order to construct the project and subject to appropriate conditions imposed by the Board for properties known as Map 213, Section 2173, Lots 16 and 21.”

4. Condition 19 of the conditions of approval of the preliminary and final site plan approval for Phase I and preliminary site plan approval for Phases II and III and the projects shall be amended to read as follows:

“The applicant shall provide eighteen (18) affordable housing units. The affordable housing units shall be disbursed throughout the project and shall be established in accordance with Township regulations as to the appropriate mix of low and maximum moderate units.”

MOTION: Anthony Celentano

SECOND: Raymond Donovan

ROLL CALL:

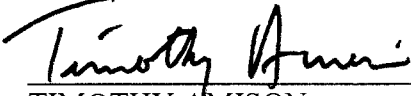
AYES: Anthony Celentano, Vince Savelli, Anthony DiStephano,  
Raymond Donovan, Edward Arico, Richard Kelleher

NAYS:

ABSTAINED: Paul Kramer, James Kochenour, Lorraine Bean

MOTION CARRIED:

The above is a true copy of a Resolution duly adopted by the Zoning Board of Adjustment of the Township of Hamilton at a regular meeting held on May 8, 2012.

  
\_\_\_\_\_  
TIMOTHY AMISON  
BOARD SECRETARY

NOT FOR PUBLICATION WITHOUT THE APPROVAL OF THE  
COMMITTEE ON OPINIONS

POND RUN WATERSHED ASSOCIATION,  
an unincorporated group of  
Hamilton Township residents,  
Ames Hoyt, principal officer,  
and Ames Hoyt Individually,  
and DAVID ARDENTE, ALBERT AND  
CINDY BRITTON, JAMES CANTERBURY,  
CARL D. MARKAU and MARY ANN  
REIGER,

Plaintiffs,

v.

TOWNSHIP OF HAMILTON ZONING  
BOARD OF ADJUSTMENT AND  
CRESTWOOD CONSTRUCTION, LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION-MERCER COUNTY

DOCKET No.:MER-L-2101-05

CIVIL ACTION

OPINION

Decided: September 11, 2006

R. William Potter, for the plaintiffs (Potter and Dickson,  
attorneys; Mr. Potter, on the brief).

John H. Dumont, for the defendant Township of Hamilton Zoning  
Board of Adjustment (Dumont & Watson, attorneys; Mr. Dumont, on  
the brief).

Daniel J. Graziano, Jr., for the defendant Crestwood  
Construction, LLC (Daniel J. Graziano & Associates, attorneys;  
Mr. Graziano, on the brief).

FEINBERG, A.J.S.C.

I.

BACKGROUND

On August 5, 2005, plaintiffs, Pond Run Watershed Association, Ames Hoyt, David Ardente, Albert Britton, Cindy Britton, James Canterbury, Carl D. Markau and Mary Ann Rieger (hereinafter collectively "Pond Run"), filed a complaint in lieu of prerogative writs challenging a decision by the Hamilton Township Zoning Board of Adjustment (hereinafter the "Board") to approve a use variance, bulk variances, preliminary site plan approval for the development and final site plan approval as to Phase One. On September 6, 2005 and September 8, 2005, respectively, defendant, Crestwood Construction, LLC (hereinafter "Crestwood") and the Board filed answers. The answers denied the allegations and raised three separate defenses.

The property consists of approximately 10.9 acres and is located on Yardville-Hamilton Square Road, Block 2173, Lots 18, 19, 20 and 21 on the Hamilton Township Tax Map (hereinafter the "Property"). While at the time of the



hearing the property was owned by the Dioceses of Trenton, it is currently owned by Crestwood. The property is zoned research and development ("RD") in accordance with §160-80 of the Land Development Code of the Township of Hamilton (hereinafter "Township Code").

The application was filed on January 28, 2005. The mixed-use development includes two commercial office/retail buildings, a restaurant and four age-restricted residential garden apartments containing one hundred twenty units, including fifteen moderate income affordable housing units to satisfy, in part, the township's Council on Affordable Housing obligation.<sup>1</sup>

The property, vacant farmland, is situated on the eastern side of the Yardville Hamilton Square Road. The tract is surrounded by more farmland. In the RD Zoning District, a wide variety of uses are permitted, including offices (as are restaurants within a building containing a permitted use), state, county or local municipal government buildings, medical and dental laboratories, research office parks, farms and child and infant care centers.

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<sup>1</sup>The application incorporated by reference the following: (1) Planning Report, January 2005, by Joseph Layton, P.P., A.I.C.P. Maser Consulting; (2) Traffic Engineering Report, December 2004, by Kenneth E. Fears, P.E., Oracle Engineering, Inc; (3) Landscape Plan, December 2004, by Maser Consulting; and (4) Lighting Plan, December 2004, by Maser Consulting

Distribution and warehousing is also permitted along with assembly operations, telecommunications towers and radio stations. While there is no provision in the RD Zoning District regulations for new residential buildings, existing residences are listed as permitted uses. Planned mixed-use research and development parks are also allowed and may include a variety of uses such as restaurants, Department stores and many other uses provided that the mixed-use park contains 100 acres.

In the present case, the area to be developed is only 10.899 acres. The applicant has requested a use variance since restaurant and retail uses are not permitted on lots the size of the subject parcel and active adult uses are not permitted in the RD Zoning District.

In terms of bulk variances, Crestwood requested the following: two side yard setbacks, one front yard setback, one rear yard setback, a reduced minimum distance between two buildings, permission to park on the side yard area and smaller minimum buffers along the common property line.

The Board originally scheduled a public hearing for April 12, 2005. The applicant, in a notice dated March 31, 2005, provided notice of the hearing. The notice was mailed on April 1, 2005 and published in the Trenton Times on April 2, 2005, within the ten days prior to the date of the

hearing as required by N.J.S.A. 40:55D-12. On April 7, 2005, the applicant filed an affidavit of proof of service to establish that notice was sent to all property owners within 200 feet of the property in accordance with a property owner list provided by the Townships Tax Assessor's Office.

Since the Board did not reach the application at the April 12<sup>th</sup> meeting, the matter was carried to the next meeting on May 10, 2005. A copy of the transcript from April 12, 2005, submitted by the applicant, reflects the chairman announced the new date at the public hearing. A letter, dated April 15, 2005, sent by the board secretary to counsel for the applicant, contained a copy of the Notice of Decision from the April 12, 2005 meeting to be published in the Trenton Times. The Notice of Decision, published in the Trenton Times, noted that the Crestwood application had been carried to May 10, 2005. Plaintiff, Ames Hoyt, representing Pond Run Watershed Association, was present at this meeting.

For a second time, on May 10, 2005, the matter was not reached and the application was carried to May 24, 2005. The transcript of this meeting, provided by the applicant, confirms the chairman publicly announced the application would be tentatively carried to a May 24<sup>th</sup> meeting. Once

again, in a letter dated May 16, 2005, the board secretary sent to counsel for the applicant the Notice of Decision to be published in the Trenton Times. The Notice of Decision, dated May 10, 2005, includes the scheduling of a special meeting on May 24, 2005, for the Board to consider the Crestwood application. Consistent with the Open Public Meetings Act, N.J.S.A. 10:5, notice of the special meeting was published in the Trenton Times and Trentonian on May 18, 2005.

On May 24, 2005, the Board considered the application. The following witnesses testified at the hearing: Paul Cray, professional engineer; Robert Bolton, licensed architect; Frank Miskovich, civil engineer specializing in transportation; Joseph Layton, professional planner; David Tilton, pond builder; James Ruddiman, licensed professional engineer; Allen Schectel, township planner; Richard S. William, assistant township engineer; John M. Henry, restaurant owner and George Koslowski, a member of the community.

Mr. Cray, the applicant's first expert witness, testified that the current application sought a use variance, preliminary site plan approval for the entire project, and final site plan approval for Phase One. The three phases include: (1) 60 units for the residential

village; (2) the commercial units; and (3) the remaining 60 residential units. Furthermore, Cray represented the proposed mixed-use development required a use variance since the residential use and the plot size for the commercial use deviate from the allowances in a RD district.

The bulk variances include front, side, and rear yard setbacks, the distance between the two principal buildings, parking area setbacks from any lot line, minimum buffer area along any common property line in the residential districts, and ground sign setback from the property line. The sign, "Twin Ponds," is thirty square feet and is proposed to have a ten foot setback from the right-of-way dedication.

While the plan complies with the other RD requirements including building height and maximum pervious service coverage, the applicant requested design waivers for: (1) a commercial area loading berth; (2) the maximum size of the garden apartment buildings; and (3) the distance between ground level openings for the garden apartments. Additionally, the applicant agreed to reduce the front building from three stories to two stories and shift the building back 40 feet.

The Board also heard the testimony of Bob Bolton, a licensed architect in the State of New Jersey. Bolton briefly explained the aesthetic value of the ponds. Next, the applicant offered the testimony of Joseph Layton, a professional planner. Layton explained a mixed-use development, including commercial, retail and restaurants, is permissible in an RD zone if the property measures more than 100 acres. Since the property is less than 100 acres, use variances are required to build the mixed-use development and residential housing. Layton concluded several special reasons under the Municipal Land Use Law (hereinafter "MLUL") were advanced by this application.

The first is purpose A, to encourage municipal action, to guide appropriate use for a result in (indiscernible) in a manner which would promote the public health, safety, morals, and general welfare.

I think that the proposed mixed-use development is an appropriate use for the subject site, given the transition it makes of this area of the Township. We have a mix of residential uses and commercial uses, as well as office uses. And I feel that this site is suitable for this proposed use. Therefore, the requested granting of the use variance will promote the public welfare, because the site is perfectly suitable.

Another reason to advance is purpose G, to provide sufficient space in appropriate locations for a variety

of uses. The proposed project is of -- the proposed lot is of a sufficient size to accommodate the proposed uses. And this is demonstrated by the fact that we meet the impervious code requirement of the RD zone, which really is a zone which is intended for much larger lot sizes. Even though we have a consolidated lot size -- a smaller lot size -- we still meet the impervious code requirements.

Another purpose to advance is purpose L, to encourage senior citizen community housing developments. We obviously advance that purpose. And additional special reasons include that we would be integrating affordable housing in the project. About 15 units are proposed. And also, another special reason would be that the mixed-use development would reduce the need for trips all over roadways, because of the ability of the citizens on this site to utilize the retail uses and the office uses. And also, it provides an opportunity for Briarwood residents to utilize the retail uses on the site.

[T:80-19 to 82-4.]

Layton also testified that the negative criteria did not pose an obstacle to the granting of the use variances.

[N]o merits or other relief can be granted unless the [B]oard finds that there's no substantial detriment to the zone plan or the zoning ordinance. And I believe that the variance can be granted without substantial detriment to the public good.

The site is, in fact, zoned for large scale office type uses. It's been testified to that -- by the

traffic engineer -- that up to 118,000 square feet of office use could be accommodated on this site. I think the office uses would be less compatible with the Briarwood development across the street than what we are proposing, the transitional use. And I think the -- our proposal -- is more sensitive to the character of the area.

Also, I don't believe the variance, if you grant the variance, will substantially impair the intent and purpose of the zone plan or the zoning ordinance. As I mentioned before, the - a research and development district does permit retail and office uses on larger tracts of land. And the Lenaz Mueller report from 1996 recommends age-restricted housing within the RD zone. So sure, I believe that the benefits of this application outweigh any detriments.

[T:82-7 to 83-5.]

David Tilton, a pond builder, testified regarding construction and maintenance, by stating:

[A]s far as filtration of these ponds, I considered a bog filtration system. And the way that works is working along with plants and biologic bacteria inside the gravel, inside these filtration systems, which will help to filter out any nutrients which can cause algae growth. It's a very low maintenance pond system. Also, a lot of planting inside the pond will also help to eliminate nutrients.

....

[A] four foot pond depth, I think, is the deepest part, down towards these



ends here. We also incorporated fountain heads here and also, a pond pro-air system, which is a submerged aeration system, which helps to create subsurface aeration and also currents, to help to eliminate any anaerobic bacteria which would cause dead zone, which causes algae growth.

[T: 85-10 to 86-5.]

Tilton represented the two proposed ponds will be serviced by well water with the owner, not the Township, handling all maintenance issues.

Thereafter, the Township professionals offered testimony before the Board. First, Alan Schectel, professional planner for the Township, testified the forty foot setback for the buildings was acceptable and addressed the following:

There's a technicality, in terms of the distances between buildings. You're supposed to have 50 foot separation. That's not shown. You have trellises in here. It didn't go over, in terms of the way these buildings will actually turn out. We don't think that's going to be a significant problem, with not having that separation distance. These are rather attractive retail and restaurant office buildings.

There also is a parking requirement, that it be 50 foot adjacent to a lot latch of the -- and buffer. Again, he's only proposing 20 foot to the north. And he has provided an evergreen screening -- a continuous

wall there -- which I think will satisfy the deficiency, in terms of setback...

There's supposed to be 150 foot minimum buffer area between any (indiscernible) -- along any current property line on the residential district. In this case, the residential district line runs right down the middle of Yardville-Hamilton Square Road...We don't see that deficiency as any kind of -- you already have a road that's about 60 foot in width and this point. And then there's (indiscernible) and some heavy landscaping over there. So we don't think that that lack of buffer is going to have any impact on Briarwoods.

We're satisfied with the parking that's being provided...

In terms of the size of the -- distances that are provided, they have not provided any kind of loading area. So long as the -- you know, the deliveries are made off peak, you know, we don't see any difficulty.

....

They are providing five percent of the parking area to be landscaped, which is a plus.

[T:93-18 to 95-16.]

Additionally, Schectel discussed the restaurant use, signage standards and the affordable housing requirements.

The CC zone allows -- the community/commercial zone allows the restaurant (indiscernible) heavier

uses, bars, taverns, you know.  
(indiscernible).

You're going to be giving them a use variance site specific for the restaurant. And all I'm suggesting is that the general commercial, they follow the NC standards, what's about 15 uses that can go in there. The only thing that I think the board should be -- should restrict -- is any kind of 24 hour operation, any convenience store. I don't think this is an appropriate location for that type of use, especially with the senior citizens over here. So if the board's going to approve this, it should be with those two restrictions.

....

Signage for the buildings with the neighborhood/commercial zone standards (indiscernible) was basically one square foot for every (indiscernible). So we should probably go with that kind of standard.

....

In terms of affordable housing ...everything that you build generates the need. So it's much different -- and also, towns would now have to provide rental housing. So it's not that you just take money and send it to Trenton. You have rental housing. You need -- the applicant has indicated that he was going to provide 15 units (indiscernible) variable use. I think the calculations for the office and the retail of the restaurant will come to perhaps two or three. But I'm going to -- I'll define that further. I'm looking at the tables of -- representative of the code.

[T:98-5 to 100-16.]

Schectel testified that in lieu of building recreational facilities on the property, Crestwood will contribute \$4,000 per unit for improvements to Veterans Park.

Next, Richard Williams, Assistant Township Engineer, recommended construction for this Property and the Frashone/Clock Tower project commence at the same time to minimize the impact. Further, Williams stressed within the site triangle, which must be dedicated to the Township, "nothing shall be erected, placed, planted, or allowed to grow in a manner such that it would draw confusion, between height or three feet and seven feet above the center line grade of the street." (T:105-22 to 105-25.)

Questions were raised by James Ruddiman, Alaimo Associates, regarding ownership of the property and the type of trucks to be used to service the restaurant. The applicant represented it intended to retain full ownership of the lot and its buildings and to utilize panel trucks for most deliveries. John Henry, the owner of the restaurant, testified some vans and some double trucks usually service his establishments and assured the Board deliveries would occur early, outside of peak traffic times, and usually once or twice a day throughout the week.

Mr. Henry testified as to tractor trailer trucks coming on-site for deliveries. He noted that the vendors control the type of trucks to be used, but that most vendors do not use tractor trailer trucks due to the difficulty in maneuvering such large vehicles. Finally, an unidentified male speaker questioned the Board, the developer, and Mr. Henry at length about the lack of a loading dock near the restaurant and voiced his preference for a sit-down restaurant, as opposed to a pizza joint or something of that nature.

Thereafter, the Board provided members of the public the opportunity to question witnesses and to be heard. While George Koslowski raised concerns about the future use of his own plot, near to the proposed development, he voiced no opposition to the proposed development.

Mr. Jacobs, from administration, noted the developer had worked with the Township to revise the plans to make them acceptable to the Township. Mr. Jacobs represented overall support of the application and indicated the township planned to allocate the monies for Veterans Park to the construction of an amphitheatre. Notably, no members of the public contested the application.

Each member of the Board, on the record, spoke in favor of the application. Thereafter, the Board unanimously approved the application.

Consistent with the MLUL, the Board memorialized its findings from the May 24, 2005 meeting on June 14, 2005. N.J.S.A. 40:55D-10(g). On June 22, 2005, a Notice of Decision was published in the Trenton Times. The Resolution includes a procedural review and summary of testimony offered during the hearing before the Board. Notably, the Board made specific factual findings based on the testimony and reports offered at the hearing:

1. The Applicant has submitted proof of notice and proof of publication and the Zoning Board has jurisdiction to hear this matter.
2. Dioceses is the owner of the property located at Yardville-Hamilton Square Road in the Township of Hamilton, Map 213, Lots 18-21, Zone RD.
3. The Hamilton Township Zoning Ordinance permits mixed use development (Section 160-80) in the RD Zone but on larger tracts of land.
4. Applicant's proposed site is in an area of mixed use development already.
5. Applicant testified affordable housing meeting COAH standards would be part of its residential development.
6. The use variance and bulk variances would allow the project to be developed appropriately for mixed use

without detriment to the Master Plan or Zone Plan.

7. Considerable beneficial interest can be found in approving Applicant's use. The location of the use adds flexibility to the zone, encourages age restricted housing, provides quality ratables and will generate less school and traffic impacts.

8. The zoning purposes of the Township can be found to be advanced by development of the site as proposed.

[Resolution at 4, June 14, 2005.]

The Board approved the application subject to seventeen conditions noted in the Resolution. (Resolution at 5, June 14, 2005.)

1. Lots 18, 19, 20 and 21 must be consolidated.
2. Mercer County Planning Board approval required.
3. Mercer County Soil Conservation District approval required.
4. Revised Preliminary Site Plans for Phases I, II and III to be provided and to include (a) General Comments, Traffic Comments and Hydraulic/Hydrologic Comments of Thomas E. Dunn, Township Engineer dated February 22, 2005 (revised March 30, 2005, April 18, 2005, April 20, 2005 and May 9, 2005) (b) comments under Completeness, Preliminary Site Plan and Final Site Plan, Phase 1 of Robert C. Poppert, Division of Planning dated February 16, 2005 revised May 3, 2005

and (c) comments of Richard A. Alaimo Associates in report dated May 2, 2005.

5. Apartments fronting on Yardville-Hamilton Square Road will be reduced to 2-story buildings and buildings moved 40' to the rear.
6. Traffic Management Plan to be approved by Township Engineer.
7. Brick pedestrian crossing will be provided at the first project interior intersection.
8. All sidewalks should be 5 feet wide.
9. Project must include 15 affordable residential COAH qualified rental units.
10. Enhanced landscaping plan to be submitted.
11. Site lighting in commercial areas will be on timers.
12. Signage to comply with Community Commercial Zoning District standards.
13. TID fees to be paid for Phase I, and Phases II and III (\$145,500 total).
14. A traffic maintenance plan shall be submitted during pavement and curb construction on Yardville-Hamilton Square Road.
15. Detailed report on feasibility of trenchless utility construction to be submitted to Township Engineer.
16. No 24 hour convenience type stores shall be permitted in the commercial buildings.



17. Applicant will contribute \$4,000 per residential Unit for recreation improvements to Veteran's Park at the time each Certificate of Occupancy is issued.

[Resolution at 5, June 14, 2005.]

Noticeably absent from the transcript and Resolution is any opposing expert testimony in the form of a professional planner, architect or engineer.

On August 5, 2005, plaintiff filed a six-count complaint in lieu of prerogative writs asserting: (1) inadequate notice to residents; (2) rezoning by variance; (3) unlawful conditions and agreements that were dehors the record; (4) inadequate evidence in the record to support the approval of plans and reports at the time of the hearing and resolution; (5) violation of code §160-80(g)vii; and (6) a defective stormwater management plan. Crestwood and the Board filed answers to the complaint on September 6, 2005 and September 8, 2005, respectively. Thereafter, the court held a case management conference and established a briefing schedule. R. 4:69-5.

## II.

### ANALYSIS

#### A. STANDARD OF REVIEW

When reviewing the actions of a local municipal body, the court gives significant deference to the judgment of local officials. Medici v. BPR, Co., 107 N.J. 1, 15 (1987), citing Kramer v. Bd. of Adjust., Sea Girt, 45 N.J. 268, 296 (1965). "[T]he law presumes that boards of adjustment and municipal bodies will act fairly and with proper motives for valid reasons." Id. The law makes these presumptions because "such boards possess special knowledge of local conditions;" therefore, they enjoy "wide latitude in the exercise of their discretion." Sica v. Bd. of Adjust. of the Township of Wall, 127 N.J. 152, 167 (1992), citing Kramer, supra, 45 N.J. at 296. If the law defers to local entities, then "[t]he court has no right to consider the matter *de novo* and substitute its judgment for that of the board's." Peoples Trust Co. of Bergen County v. Bd. of Adjust. of the Borough of Hasbrouck Heights, 60 N.J. 569, 573 (App. Div. 1959). However, a court may overturn the determination of a board of adjustment "when it is arbitrary, capricious or unreasonable." Medici, supra, 107 N.J. at 15, citing Kramer, supra, 45 N.J. at 296. Therefore, the challenger bears the burden of

overcoming the law's presumption of validity and he must demonstrate that the Zoning Board's determination is arbitrary, capricious, and unsubstantiated by evidence in the record.

**B. NOTICE**

Plaintiffs argue: (1) the applicant failed to comply with the MLUL notice requirements, more specifically N.J.S.A. 40:55D-11 and N.J.S.A. 40:55D-12; (2) the notice failed to adequately state the nature of the matters to be considered; (3) the applicant failed to expressly notify the public of the May 24, 2005 hearing; and (4) the notice predated a determination that the application was complete for review.

It is undisputed that a clerical error identified the Property as block 2713 as opposed to 2173. Defendants argue the typographical error is not a substantial defect inasmuch as the notice correctly identified the property on Yardville-Hamilton Square Road. Next, defendants submit the notice properly identified the nature of the matters to be considered by stating:

The applicant is seeking a use variance for two non-permitted uses in this zone -age-restricted rental units and retail/office units, for two separate uses on one property, together with bulk variances for front and side yard setbacks, total of two sides and rear

yard setbacks, sign setback; variance for separation distance between buildings, variance for buffer distances, approval for preliminary site plan for the purpose of constructing mixed use development; approval for final site plan for Phase I; and such other relief as the Board deems necessary.

{Public Notice, Application No. 05-02-011.}

Finally, defendants provided notice based on the Township Tax Assessor's Office list of property owners who lived within two hundred feet of the property. Attached to the answer, filed by Crestwood, is the Zoning Variance List listing sixteen separate properties. Furthermore, the affidavit of proof of service, verifies requisite notices, showing a hearing date of April 12, 2005, were mailed by certified mail, return receipt requested to all property owners. At the April 12, 2005 hearing, the Board expressly carried the application until May 10, 2005. (Crestwood Br., Ex. 1.) Thereafter, at the May 10<sup>th</sup> hearing, the Board carried the application until a special meeting on May 24, 2005. (Crestwood Br., Ex. 3.)

The court is satisfied the applicant provided proper notice of the hearing as required by N.J.S.A. 40:55D-12. While the public notice of the April 12, 2005 meeting contained a typographical error in which the number of the

section or block was transposed from 2173 to 2713, this alone does not render the notice defective. Clearly, the notice referred to the specific development along Yardville-Hamilton Square Road and described with great particularity, the nature of the application and the location of the property.

An applicant must satisfy three requirements for proper notice: (1) the date, time and place of the public hearing; (2) identification of the property involved in the application; and (3) a description of the relief sought in the application. Importantly, the notice in this case properly specified the date, time and place of the Board's preliminary hearing, identified the street address, the lot and block numbers for the property and described, at great length, each variance sought by Crestwood. The applicant satisfied the requirements for proper notice under the MLUL.

When a variance applicant notifies the public and surrounding property owners of the hearing for his application, the notice must include details about the hearing and the location of the property in question. N.J.S.A. 40:55D-11 governs the content of the notice and that statute, in full, provides:

Notices pursuant to section 7.1 and 7.2 of this act shall state the date, time and place of the hearing, the nature of the matters to be considered and, in the case of notices pursuant to subsection 7.1 of this act, an identification of the property proposed for development by street address, if any, or by reference to lot and block numbers as shown on the current tax duplicate in the municipal tax assessor's office, and the location and times at which any maps and documents for which approval is sought are available pursuant to subsection 6b.

[N.J.S.A. 40:55D-11.]

Under this section of the MLUL, notices which specify a date, time and place for the public hearing of a land-use application fulfill notice requirements. Additionally, proper notice includes either: (1) a street address for the property in question; or (2) the property's lot and block number given by the tax assessor's office. Finally, notice must describe the type of land-use matter to be heard. When a notice complies with each of these three requirements, the court deems that notice to be proper.

An applicant is required to specify the date, time and place of the initial public hearing. In the case at bar, the applicant gave sufficient notice of the public hearing. The chairman, on the record, announced the adjournment of the hearing to a subsequent date. This constitutes proper

notice under the MLUL. Kramer v. Bd. of Adjust., Sea Girt., 45 N.J. 268, 276-277 (1965). The law presumes that interested parties will attend the first scheduled hearing and receive notification of any adjournments at that hearing. Therefore, defendants fulfill their duty to notify interested parties about pending land-use applications when they provide proper notice of the first scheduled hearing.

Moreover, a defendant's good faith efforts to comply with notification requirements play a role in the court's assessment of the notice's viability. Defendants may rely on the municipality tax assessor's list of names and addresses of interested property owners when he mails notice, even if that list contains incorrect information. In its pertinent part, N.J.S.A. 40:55D-12(c) states that an applicant may request "a list of the current tax duplicates of names and addresses of owners to whom the applicant is required to give notice" and may rely on the contents of that list, for "failure to give notice to any owner not on the list shall not invalidate any hearing or proceeding." When an applicant does not serve all of the property owners within 200 feet of the property in question due to a tax assessor's error, the court does not penalize that defendant for improper notice. Thus, the law rewards good

faith efforts to comply with the MLUL's notice requirements.

The defendants gave proper notice of the public hearing. Notification included the required content: (1) the date, time and place of the public hearing; (2) the street address of the property in question; and (3) a description of the variances sought in the application. Like the applicants in the Kramer case who provided proper notice of the first hearing and whose hearing the Board postponed to a later date, defendants here notified interested parties of the April 12, 2005 meeting and the Board adjourned the hearing first to May 10, 2005 and then to May 24, 2005. Regarding identification of the property, the defendants included Yardville-Hamilton Township Road in its description. Because undeveloped land rarely has a specific street address, this reference to the road on which the property sits serves as such.

Presumably in an effort to be thorough, the Crestwood notification included the lot and block number for the property, information which the MLUL does not require if a street address has been provided. A typographical error in the lot and block numbers does not deprive the notice of proper content, especially when: (1) those receiving notice by certified mail should have been forewarned that the



property lay close to theirs; (2) the lot and block numbers appeared correctly in subsequent newspaper notifications of the hearing's adjournments; and (3) defendants made good faith efforts to comply with the notification requirements regarding property identification. Defendants also made good faith efforts to describe the type of relief sought in the land-use application; defendants described each variance requested by Crestwood. Defendants satisfied the MLUL's notice requirements because their notice contained all three elements of proper content.

The notice specified the date, time and place of the first scheduled hearing, identified the property in question and described the type of relief sought in Crestwood's land-use application. There is no statutory provision in the MLUL requiring additional certified notices if an application is carried to another meeting. The MLUL only requires initial notice. Furthermore, the Hamilton Township Land Development Code speaks in terms of a "hearing" on the application. A hearing oftentimes continues for two or more meetings. It is unreasonable to conclude that new notice is required when a hearing is continued. See Section 160-196(e)1) and 160-196(d)(1).

Finally, the Cox treatise, "New Jersey Land Use and Zoning Administration," supports the notion that an

applicant is not required to re-notice when hearings are continued.

Often a hearing is commenced by a board of adjustment or planning board but not completed on the same day. In this case it must be continued to another day certain, usually the next regularly scheduled board meeting. Whenever this occurs, the chairperson should announce to all those present that date, time and place to which the hearing on the matter is continued. If this is done, no further notice need be given by the applicant, though, of course, if the matter is continued to a special meeting, the notice required under the Open Public Meetings Act would have to be given by the board itself.

[Cox, Id. at 600.]

The court is satisfied the applicant provided proper notice as required pursuant to the MLUL.

Finally, plaintiffs submit the application was not complete at the time the March 31, 2005 notice was published in the newspaper. The notice advised the public of the April 12, 2005 public hearing. A review of the record includes a seven-page memorandum, dated February 16, 2005, from the Division of Planning to the Land Use Coordinator, Michael Guhanick. The first page, Section A, "entitled Completeness, paragraph one provides, "the application is now complete for review." In addition to this memorandum, the exhibits submitted with the briefs

filed by the parties, include a memorandum, dated February 22, 2005, from Thomas E. Dunn, Township Engineer, to Michael J. Guhanick, Land Use Coordinator. It appears that several revisions were made to this memorandum: to wit, March 30, 2005, April 18, 2005, April 20, 2005, May 2, 2005 and May 9, 2005. These revisions establish that the township continued to offer comments regarding certain aspects of the development plan. While the court acknowledges that the term "completeness" is used in these documents, this reference is insufficient to challenge the approval.

**C. USE VARIANCE, BULK VARIANCES AND SITE PLAN APPROVAL**

First, plaintiffs assert the Board acted in an arbitrary, capricious, and unreasonable manner. Second, plaintiffs' claim that the applicant failed to satisfy the "special reasons" requirement set forth in Medici. The court rejects both arguments. Importantly, the applicant offered several expert witnesses who testified and established substantial evidence in the record to support the issuance of each of the variances. Also, these witnesses specifically addressed Medici and evaluated the requisite positive and negative criteria in reaching a decision.

A municipality's land use board may grant a use variance when the benefits of the proposed development plan outweigh the detriments. Additionally, the court must defer to the judgment of local officials on land-use matters. Crestwood presented sufficient "special reasons" for the use variances and supported those reasons with positive criteria at the May 24, 2005 Board meeting. The Board considered the positive and negative factors and unanimously concluded that the applicant was entitled to approval. The court defers to the Board's decision and finds that the decision is supported by substantial credible evidence offered by the witnesses.

The court applies the "special reasons" standard on a case-by-case basis. Where a defendant applies for a use variance, the court does not use a "precise formula" but does consider the circumstances surrounding the application. Medici, supra, 107 N.J. at 11. Such circumstances, or positive criteria, include: (1) promotion of general welfare; (2) convenience to patrons; (3) development of the site in a way which is particularly suited to the needs of the community; and (4) consistency with the municipality's zoning and ordinance master plan. Id. at 18-19. New Jersey law creates a rebuttable presumption of a zoning ordinance's unreasonableness only

when local officials have not reviewed the master plan for a period of over six years. Id. at 19. The court also gives much deference to the decisions of local officials regarding use variances. Id. at 14. An applicant presents sufficient "special reasons" for a use variance when local officials find positive criteria and when the drawbacks of granting the variance, or the negative criteria, do not outweigh those positives.

Crestwood presented more than adequate "special reasons" for its use variance. The development and proposed use of the land complies with the thrust of Hamilton's research and development parcels because RD zones allow for commercial uses on larger plots of land. Additionally, studies have recommended the building of age-restricted housing in RD zones. Crestwood provided experts who spoke on the record about the benefits of its development plan, and those experts cited the following: (1) promotion of municipal action; (2) transition from existing residential areas to existing nearby offices; (3) suitability of space for a variety of uses; and (4) encouragement of senior citizen housing developments. These experts denied the existence of a substantial negative impact. No experts testified on the record about the possible detriments of the development plan, nor did

experts contest the proposed positive effects on the record. The Crestwood application meets the Medici requirements for the granting of a use variance.

The court is also satisfied that the applicant satisfied the appropriate requirements to support the bulk variances, preliminary site plan approval for the project and final site plan approval for Phase One.

D. EXACTION

Plaintiffs submit the contribution of four thousand dollars (\$4,000) per age-restricted unit to Veterans Park constitutes an illegal exaction and off-the-record *quid pro quo* arrangement. Defendants challenge that characterization and argue the monies represent a good faith effort by the Township to provide recreational facilities for senior citizens that will reside in the age-restricted housing.

Based on the specific facts before the court, the court is satisfied that the condition imposed by the Board, that Crestwood pay \$4,000 per age-restricted unit to an improvement fund for Veterans Park, while not permitted by the MLUL, does not void the approvals by the Board. Although, one can argue there is a direct nexus and reasonable relationship between the condition imposed and the Board's desire to provide on-site recreational facilities for senior citizens, this type of off-site

contribution is not permitted. N.J.S.A. 40:55D-42, specifically limits contributions to off-site improvements.

When a municipal board grants a variance, only the direct influence of a monetary gift on a board's decision nullifies the board's approval. Where a developer makes or promises a gift, which does not reasonably relate to his site plans, before the municipal board has voted on his proposal, that gift and the board's subsequent approval take the form of a *quid pro quo* deal. For example, the Superior Court of New Jersey held that a developer's payment into an affordable housing fund prior to the Planning Board's approval of its proposed high rise condominiums "induce[d] the Planning Board to grant approval," making the action arbitrary, capricious and invalid under New Jersey law. Nunziato v. Edgewater Planning Bd., 225 N.J. Super. 124, 133 (1988).

The court supported this holding with the chairman's having "said he was 'sure' that it [the gift] would be considered by the Board in connection with the application." Id. Such consideration implies that a municipal board's approval may be bought and constitutes an illegal practice.

Any monetary contribution to off-site improvements must have a legitimate relationship to the site plan.

Where, as a condition for approval, a developer agrees to contribute a bargained for sum to a municipal fund which does not touch and concern the developer's site, the transaction represents an illegal *quid-pro-quo* arrangement. After a developer's initial offering to a municipality's affordable housing fund, "[t]he Board and the applicant bargained their way to a mutually acceptable figure," and that figure likely compensated for the developer's plan to erect expensive condominiums rather than more reasonably priced units. Nunziato, supra, 225 N.J. Super. at 133. The developer's contribution did not legitimately address problems with the land or provisions for his proposed condominiums. Instead, the contribution compensated for the conflict between the municipality's need for affordable housing and the developer's wish to erect high-priced units. The bargaining between the municipality and the developer evidences underhanded dealings.

In contrast, a developer who made contributions to off-site fire-fighting and recreational facilities as a condition for site plan approval technically violated New Jersey law, but that condition did not constitute a blatant *quid pro quo* exaction because: (1) the "parties acted in good faith;" (2) the money was "incidental to and a relatively minor factor in an overall package of legally



required conditions;" and (3) both parties viewed the contributions as "justifiable because they were intended to be used by the municipality to address municipal problems attributable to the proposed development." Marlboro Tp. v. Holmdel Planning Bd., 279 N.J. Super., 638, 643-644 (1995). The contributions to recreational facilities made in the Marlboro case did not constitute a "direct nexus" with the property because they were deposited in a general recreation fund and were not allocated to a facility with traceable links to the development plan. Id. at 646.

Despite these missing links, the court noted that the contributions did display a "responsible municipal approach to the land-use planning function." Id. at 647. To reward this responsible behavior and to remedy the complaint, the court struck the conditions which required contributions to off-site improvements but otherwise upheld the board's approval of the development plan. Therefore, the trend in adjudicating contributions for off-site improvements honors good faith deals and is moving toward recognition of such contributions which have a reasonable and substantial connection to the proposed development.

While the court is satisfied that the contribution, in the case at bar, is inconsistent with the MLUL, this finding is insufficient, on this record, to void the

approval. Like the conditions in the Marlboro case which directed the developer to contribute money for off-site improvements, the condition referencng Crestwood's contribution to Veterans Park constituted an incidental and relatively minor condition in the grand scheme of the proposal.

Similar to the developer and the board in the Marlboro case, Crestwood and the Hamilton Board acted responsibly when they reached an agreement on the required recreational facilities. Moreover, the condition denoted a justifiable way for the developer and the township to meet the needs proposed by the site plan because the nearby park offered many choices for senior exercise and cultural enhancement. The condition regarding Veterans' Park and the methods by which the developer and the Township arrived at that condition satisfy the three elements with which the court decided the Marlboro case. The Board's approval would not be affected by a court's ruling that the Crestwood contribution constituted an illegal condition; rather, the court would simply strike that condition from the Memorialization and allow Crestwood to proceed with Phase One of its development plan.

Excision of conditions has been approved by the courts in this State. In Orloski v. Planning Bd., 234 N.J. Super.

1,2 (App. Div. 1989), the court held, "an unreasonable condition, under property circumstances, may be stricken or removed even if the variance benefit has been accepted." That court referred to the holding in DeFelice v. Zoning Bd. of Adj., 216 N.J. Super. 377 (App. Div. 1987) that allowed an approval to stand while excising conditions "where the conditions imposed were invalid, and the original variance has otherwise properly been granted." Orloski, supra, 234 N.J. Super. at 2.

The case law clearly supports excision where the condition is invalid but the grant of the variance is otherwise justified. Berniger v. Bd. Of Adj., 254 N.J. Super. 401 (App. Div. 1991), Sherman v. Zoning Bd. Of Adj., 242 N.J. Super. 421 (App. Div. 1990).

Furthermore, it is important to note that the subject property is located in the RD Zone. No recreation facilities are required as part of development within that zone. (Code, Section 160-80). It is reasonable to conclude, therefore, that the age restricted garden apartments proposed by the applicant, do not fall within the planned retirement development overlay and planned retirement development zones under the Code, more specifically, Section 160-88. These zones include a variety of dwellings and are far more expansive than the age restricted housing

proposed in this case. Unlike a planned retirement development contemplated by Section 160-88, the age-restricted component of the proposed mixed-use development offers one type of housing and, based on the limited size of the property, was never anticipated to provide the kinds of services required by the planned retirement development overlay and planned retirement development zones.

It is acknowledged that the age restricted housing proposed in the mixed-use development are, for the most part, two bedroom units and that ancillary services are not provided on-site. Therefore, quite simply, this court is satisfied that the proposed age-restricted development is not required to provide on-site recreational facilities. The RD zone does not require these facilities, there is no requirement for a recreational component with garden apartments under the Code, there is no requirement for a recreational component in a retail development and the Township's Planner's report did not suggest a recreational component.

Finally, even if the court determined that the proposed age-restricted development fell within the planned retirement overlay zone or planned retirement development zone, Section 160-88(2)b.2 merely requires that all age restricted units shall be grouped or located together in

proximity to recreation facilities, open space, sidewalk and bike path systems. Veteran's Park, admittedly adjacent to the proposed development, has all of these. While the age-restricted units do not require on-site recreational facilities, the proximity of Veteran's Park to the development will provide seniors with many recreational and cultural opportunities.

The record is replete with evidence to support the decision by the Board to approve the use and bulk variances. There is nothing in the professional's written reports to indicate the contribution was "required" or "demanded" by the Board. Consistent with Marlboro, the contribution was a good faith gesture to provide recreational facilities in Veteran's Park for the entire community.

Furthermore, in reaching a decision, each of the board members made statements before voting on the application. While each of the board members made positive comments regarding the development, no one mentioned the \$4,000 contribution. Based on the court's review of the entire record, the court is satisfied that the contribution was not a factor in the decision-making process. Therefore, a remand to determine the impact of the contribution on the approval by the board is not warranted.

Finally, the court has been informed by counsel for the Board, in a letter brief dated September 1, 2006, that the Board is agreeable to elimination of Condition #17, with the remaining conditions and approval in tact.<sup>2</sup> Counsel represents that none of the professional reports indicate the contribution was required or demanded by the Board. Rather, the contribution was a good faith gesture to provide additional recreational facilities for the entire community. The court agrees.

**E. STORMWATER MANAGEMENT**

Plaintiffs argue the stormwater management plan fails to adequately prevent discharge runoff and does not provide for adequate long-term operation and maintenance. In response, defendants assert the design includes proper measures for stormwater management. An expert witness testified to the viability of Crestwood's stormwater management plan at the May 24, 2005 hearing. It is common knowledge that a developer's stormwater management plan must comply with local, state, and federal stormwater management regulations. The Board relied on the testimony of expert witnesses, offered by Crestwood, as to compliance and the record lacks expert testimony to challenge this

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<sup>2</sup> At the end of oral argument, the court provided counsel the opportunity to file supplemental briefs.

conclusion. Crestwood complied with stormwater management regulations and properly received Board approval for its use variance.

A developer properly plans for stormwater management when his plans conform to state and federal regulations and minimize the likelihood of standing water or flooding. In its relevant part, N.J.S.A. 40:55D-95 provides that a developer is responsible for: (1) "minimiz[ing] stormwater runoff from any new land development where such runoff will increase flood damage;" (2) "reduce[ing] soil erosion;" and (3) "maintain[ing] the integrity of stream channels for their biological functions, as well as for drainage." A developer who plans with attention to these requirements and who complies with local ordinances, state law and federal law regarding stormwater runoff satisfies his responsibility for stormwater planning and maintenance.

Crestwood adequately planned for stormwater management. Under §160-113(c)(2) of the Township Code, a developer must plan for "detention and control of the postdevelopment two-, ten- and 100-year 24 hour SCS-type III storms." Crestwood's plans comply with this regulation, and in fact, they provide for much less runoff

than is allowed by state law.<sup>3</sup> In deferring to expert testimony on the record and to the Board's decision, as is its duty, the court finds that Crestwood's plans satisfy all requirements for stormwater management.

**F. WITNESSES SWORN**

The MLUL, more specifically N.J.S.A. 40:55D-10(d) requires all witnesses to testify under oath. The court rejects the argument by plaintiffs that Frank Miskovich and James Ruddiman did not testify under oath. The transcript reflects that all of the witnesses were sworn at the beginning of the hearing. "Yes. Can we have all of those who are going to testify approach - - both Township and applicant - - so we can swear everyone in at one time." (T:7-32 to 8-1.) Frank Miskovich and James Ruddiman both acknowledged, on the record, that they had been previously sworn.

While the court is satisfied that all witnesses properly testified pursuant to N.J.S.A. 40:55D-10(d), the

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<sup>3</sup> In his testimony on the record, Mr. Cray asserts "this project's peak flows will actually be much less than what the typical NJ DEP stormwater management regulations permit." (T:20-6 to 20-8.) With regard to the soil conservation, specifically, and to stormwater management, generally, Mr. Cray further contends "the Twin Ponds, subsurface water quality sand filters, and detention systems, which are required to meet all the requirements of the State and Township for stormwater management" have been designed to do so. (T:20-17 to 20-21.)



preferred approach is for each witness, individually, before offering testimony to be sworn. Despite this preference, the method employed in this case is acceptable.

G. EXHIBITS

At the hearing, the Board had the opportunity to view several exhibits: (1) a color coded landscape plan, dated December 17, 2004 (revised March 31, 2005) by Maser Consulting (A-1); (2) key and zoning map (A-2); (3) color large scale drawing of Twin Ponds Village Center at Hamilton (A-3); (4) conceptual plan of buildings A, B and C (A-4); (5) floor plans and elevations by Robert E. Bolton, Associates (A-5); (6) large color scale drawing of Twin Ponds (A-6); (7) seven pictures that depict views of the site from different directions, Maser Consulting, April 2005 (A-8); and (8) aerial view of site, Maser Consulting, April 12, 2005 (A-9). The documents referred to above reflect a date of May 24, 2005; the date of the public hearing.

Prior to submission of an application to a Planning or Zoning Board, it is common practice for township staff and professionals to review applications for completeness and to make recommended modifications or changes.<sup>4</sup> In this case,

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<sup>4</sup> Memorandum from Robert C. Poppert, Division of Planning, to Michael Guhanick, Land Use Coordinator, dated February

the Division of Planning and the Township Engineer reviewed the following: (1) preliminary and final major site plan for Twin Ponds, dated December 1, 2004 as revised to March 31, 2005; (2) architectural plans entitled Plan of Twin Ponds Community dated January 20, 2005 as revised to March 18, 2005; (3) WB-50 turning movement plan; (4) nonstructural stormwater management addendum; (5) landscape area compliance calculation; (6) traffic engineering investigation prepared by Oracle Engineering, dated December 8, 2004; (6) environmental impact statement and Phase I environmental site assessment, prepared by Maser Consulting, dated December 10, 2004; and (7) Planning Report, prepared by Joseph J. Layton, dated January 2005.

The Township engaged the services of the Alaimo Group to review and comment on traffic, environmental and hydraulic related issues concerning the development. The report of James A. Ruddiman, P.E., Alaimo Associates, is referred to at length in the report of Thomas E. Dunn, Township Engineer. In preparing his report, James A. Ruddiman, P.E., relied on the following: (1) preliminary and final site plan, prepared by Maser Consulting, revised

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16, 2005 and Revised May 3, 2005; Memoranda from Thomas Dunn, Township Engineer, to Michael Guhanick, Land Use Coordinator, dated February 22, 2005, revised on March 30, 2005, April 18, 2005, April 20, 2005, May 2, 2005 and May 9, 2005.

through March 31, 2005; (2) copy of Hamilton Township Development Application; (3) environmental site assessment prepared by Maser Consulting, dated December 10, 2004; (4) environmental impact statement prepared by Maser Consulting, dated December 10, 2004 and Stormwater Management Report, prepared by Maser Consulting, dated December 17, 2004; (5) architectural elevations and floor plans prepared by Robert E. Bolton, Associates, dated January 20, 2005, revised through March 18, 2005; (6) copy of planning report prepared by Maser Consulting, dated April 1, 2005; (7) copy of traffic engineering investigation prepared by Oracle Engineering, Inc., dated December 8, 2004; (8) WB-50 Turning Movement Plan based on site plans last revised March 31, 2005; and (9) non-structural stormwater management strategies addendum.

In a letter, dated January 31, 2006, counsel for the Board submitted a list of exhibits and reports regarding the application. Listed as 1 through 28, all of these items were either marked and admitted into evidence or relied on or referred to by township staff and or professionals.

Counsel for the plaintiff asserts that not all of the documents and reports, cited in the record, were marked and moved into evidence. The court rejects the notion that the

failure to admit certain documents into evidence warrants a reversal of the decision by the Board. Importantly, all of the documents referred to in the preceding paragraphs were either marked into evidence and admitted or relied on and referred to in reports submitted by the applicant's witnesses, township staff or township professionals hired to provide input and recommendations.

III.

CONCLUSION

For all of the reasons set forth herein, the decision by the Board is affirmed. Counsel for the applicant shall prepare an order consistent with this opinion.

## 45. VINTAGE COURT

**Gerald Muller**

---

**From:** Dino Spadaccini  
**Sent:** Monday, January 14, 2019 11:33 AM  
**To:** Gerald Muller  
**Subject:** RE: Hamilton DJ Action - Your Certification  
**Attachments:** Spadaccini Certification 011419.docx; Spadaccini certification compare.docx; Rent Roll for Affordable Units 01.14.19.xls

Hi Jerry,

Attached is a clean and compare. The only question I have is regarding what types the four units are in paragraph no. 2. I have also attached the portion of the rent roll for affordable housing and I believe it is two low and two moderate, but let me know. If acceptable I will sign and return.

Feel free to call with any questions.

Thanks

dino

Dino Spadaccini, Esq.  
The Spadaccini Law Firm, LLC  
98 Franklin Corner Road  
Lawrenceville, NJ 08648  
Phone: (609) 912-0100 (*Option 1, then Ext. 112#*)  
Fax: (609) 912-0400  
E-mail: [dino@spadlaw.com](mailto:dino@spadlaw.com)

NOTICE: This e-mail and any attachments to this email contain confidential information that may be legally privileged. If you are not the intended recipient, you must not review, transmit, convert to hard copy, or disseminate this e-mail or any attachments.

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**From:** Gerald Muller [mailto:[gmuller@mpmglaw.com](mailto:gmuller@mpmglaw.com)]  
**Sent:** Thursday, January 10, 2019 12:44 PM  
**To:** Dino Spadaccini  
**Subject:** Hamilton DJ Action - Your Certification

Dino -

Can you sign and return the attached Certification about Vintage Court? I would like it back as soon as possible. If it needs any changes, please let me know.

MILLER PORTER & MULLER, P.C.  
One Palmer Square, Suite 540  
Princeton, New Jersey 08542  
(609) 921-6077  
New Jersey Attorney ID. No. 022261977  
Special Mount Laurel Counsel for Plaintiff

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IN THE MATTER OF THE ) )  
APPLICATION OF THE ) )  
TOWNSHIP OF HAMILTON, ) )  
COUNTY OF MERCER ) )  
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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: MERCER COUNTY  
DOCKET NO. MER-L-1573-15

Civil Action

CERTIFICATION OF DINO SPADACCINI

I, Dino Spadaccini in my capacity as Manager of Vintage Court LLC, a New Jersey Limited Liability Company, certify as follows:

1. Vintage Court LLC, a New Jersey Limited Liability is the owner of the townhome rental community known as Vintage Court since February 1, 2010. The prior owners and developers were Anthony and Gina Spadaccini until they transferred it to the aforesaid limited liability company which is still controlled by the Spadaccini family. The first certificate of occupancy was issued on or about May 1, 1997.

2. There are four affordable housing units, two moderate-income units and two low-income units. The units have always been occupied by tenants that have been provided by the Township and later by Piazza & Associates. I have charged them the rents that I was told to charge by the Township and Piazza & Associates.

MILLER PORTER & MULLER, P.C.  
One Palmer Square, Suite 540  
Princeton, New Jersey 08542  
(609) 921-6077  
New Jersey Attorney ID. No. 022261977  
Special Mount Laurel Counsel for Plaintiff

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IN THE MATTER OF THE ) )  
APPLICATION OF THE ) )  
TOWNSHIP OF HAMILTON, ) )  
COUNTY OF MERCER ) )  
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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: MERCER COUNTY  
DOCKET NO. MER-L-1573-15

Civil Action

CERTIFICATION OF DINO SPADACCINI

I, Dino Spadaccini in my capacity as Manager of Vintage Court LLC, a New Jersey Limited Liability Company, certify as follows:

1. I am the owner of Vintage Court and have owned it since it was constructed in 1997.

2. There are 1. Vintage Court LLC, a New Jersey Limited Liability is the owner of the townhome rental community known as Vintage Court since February 1, 2010. The prior owners and developers were Anthony and Gina Spadaccini until they transferred it to the aforesaid limited liability company which is still controlled by the Spadaccini family. The first certificate of occupancy was issued on or about May 1, 1997.


2. There are four affordable housing units, two moderate-income units and one two low-income units. The units have always been occupied by tenants that have been



**RENT ROLL FOR AFFORDABLE HOUSING UNITS - VINTAGE COURT**

UNIT #	TENANT	MONTHLY RENT	LEASE DATE	EXPIRATION	% OF INCOME	LAST INCREASE
9	Simmons	\$866.00	09.01.18	08.31.20	60% / Moderate	
10	Oliver	\$795.96	02.01.03	month-to-month	50.90%	2011 -- \$3.96
11	Martinez	\$1,184.95	11.01.13	11.30.17	77.00%	Dec. 2015 -- \$20.95
21	Wise	\$816.00	01.01.19	12.31.20	48.50%	
<b>TOTAL</b>		<b>\$3,662.91</b>				

Vintage Court LLC, a NJ Limited Liability Company



By: Dino Spadaccini

## Gerald Muller

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**From:** Sonja Walter  
**Sent:** Monday, January 21, 2019 2:02 PM  
**To:** 'Gerald Muller'; 'Frank Piazza'  
**Subject:** RE: Hamilton DJ Action - Your Certification

Gerry,

I am not sure the apartments would be in compliance if we were to designate 2 as low-income and 2 as moderate-income units. When we first took over, we were informed there were 3 moderate-income (#9, 10, 11) and 1 low-income (#21) 2 bedroom apartments at Vintage Court. Since that time, we have income-qualified applicants for units #9, # 11 and #21. We determined the current maximum rents based upon information provided by Mr. Spadaccini and the municipality, but I do not know how the initial rents were calculated.

Unit 11 was rented to a moderate-income applicant in 2013 at a rate of \$1,164.

Unit 9 was rented to a moderate-income applicant in 2018 at a rate of \$866.

Unit 21 was recently rented to a low-income applicant at a rate of \$816.

I do not have information on the tenant in Unit #10, since we never income-qualified an applicant for that apartment.

Thank you,

Sonja Walter  
Piazza & Associates, Inc.  
Compliance Manager  
Tel: 609-786-1100, Ext. 310  
Fax: 609-786-1105  
216 Rockingham Row  
Princeton, NJ 08540  
[swalter@HousingQuest.com](mailto:swalter@HousingQuest.com)

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**From:** Gerald Muller [mailto:[gmuller@mpmglaw.com](mailto:gmuller@mpmglaw.com)]  
**Sent:** Monday, January 21, 2019 12:31 PM  
**To:** Frank Piazza; Sonja Walter  
**Subject:** Fwd: Hamilton DJ Action - Your Certification

Frank and Sonja -

See the attached. Given the rent rolls and percentage of income, can we say that there are two low- and two moderate-income units? We thought that there were three, and the deed restriction from a couple of years ago says two moderate and one low.

On Mon, Jan 14, 2019 at 11:33 AM Dino Spadaccini <[Dino@spadlaw.com](mailto:Dino@spadlaw.com)> wrote:

Hi Jerry,

## Gerald Muller

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**From:** Dino Spadaccini  
**Sent:** Tuesday, January 22, 2019 1:30 PM  
**To:** Gerald Muller  
**Subject:** Re: Hamilton DJ Action

Hi Jerry,

Town or agent I.e. piazza always provided tenants, we never advertised on our own for tenants.

Re increases when the twp managed they would provide us with annual increases. We have not been very diligent about increases with the affordable units and our understanding is that if we missed an annual increase we could not catch up, if that makes sense.

Feel free to call with any questions.

Thanks

Dino

Sent from my iPhone

On Jan 22, 2019, at 1:04 PM, Gerald Muller <[gmuller@nmpnqlaw.com](mailto:gmuller@nmpnqlaw.com)> wrote:

Dino -

Thanks for the material. I see that the lease in Unit 10 started in 2003, before Piazza & Associates time. Did you get the tenant from the Township, and did the Township set the rent, which appears have gone up only \$3.96 since 2003?

TOWNSHIP OF HAMILTON  
 COUNTY OF MERCER, NEW JERSEY

**ORDINANCE**

No. **15 017**

1ST READING **May 5, 2015**  
 2ND READING & PUBLIC HEARING **May 19, 2015**  
 WITHDRAWN \_\_\_\_\_ LOST \_\_\_\_\_

DATE TO MAYOR **May 20, 2015**  
 DATE RESUBMITTED TO COUNCIL \_\_\_\_\_  
 DATE EFFECTIVE **June 9, 2015**

APPROVED AS TO FORM AND LEGALITY

FACTUAL CONTENTS CERTIFIED TO BY

  
 TOWNSHIP ATTORNEY

  
 TITLE

**ORDINANCE ACCEPTING A DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RENTALS AND IMPROVEMENTS (Vintage Court LLC; 25 Lamont Avenue, more specifically designated as 9 Vintage Court, 10 Vintage Court, 11 Vintage Court and 21 Vintage Court; Block 1922, Lot 16)**

Whereas the owner of the land listed below has presented a Deed-Restricted Affordable Housing Property with Restrictions on Rentals and Improvements to the Township of Hamilton consistent with requirements imposed as a condition of Planning Board Application Nos. 87-07-093A and 87-07-093B, which said lands are more particularly described in said deed attached hereto;

Whereas the Council of the Township of Hamilton deems it to be in the best public interest of the Township of Hamilton to accept the above mentioned deed;

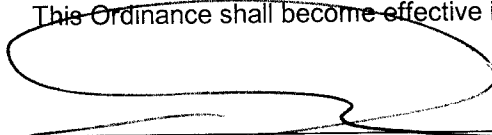
Now, Therefore, Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the Deed-Restricted Affordable Housing Property with Restrictions on Rentals and Improvements for public purposes as presented to the Township of Hamilton by the respective owner listed below, be and hereby is accepted;

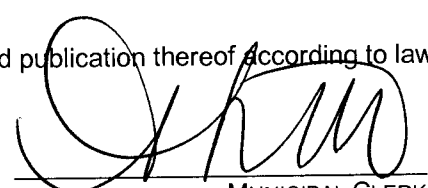
Be It Further Ordained that the Municipal Clerk be and hereby is authorized to record same in the Office of the Clerk of Mercer County and to plot said deed in the Township of Hamilton Engineer's Office.

NAME/ADDRESS	SECTION	LOT	AMOUNT
Vintage Court LLC 98 Franklin Corner Road Lawrenceville, New Jersey 08648 (25 Lamont Avenue, more specifically designated as 9 Vintage Court, 10 Vintage Court, 11 Vintage Court and 21 Vintage Court)	1922	16	Deed-Restricted Affordable Housing Property with Restrictions on Rentals and Improvements

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

This Ordinance shall become effective immediately upon final adoption and publication thereof according to law.

  
 PRESIDENT

  
 MUNICIPAL CLERK

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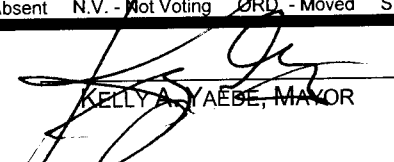
RECORD OF VOTE													
First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
Kevin J. Meara	✓	✓					Kevin J. Meara	✓					
Edward R. Gore	✓	✓					Edward R. Gore	✓					
David J. Kenny	✓	✓					David J. Kenny	✓				✓	
Ileana Schirmer	✓	✓				✓	Ileana Schirmer	✓					✓
Dennis A. Pone	✓	✓					Dennis A. Pone	✓					

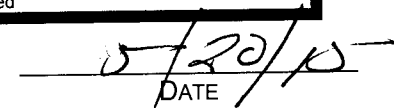
X - Indicates Vote    A.B. - Absent    N.V. - Not Voting    ORD - Moved    SEC - Seconded

REJECTED \_\_\_\_\_

APPROVED

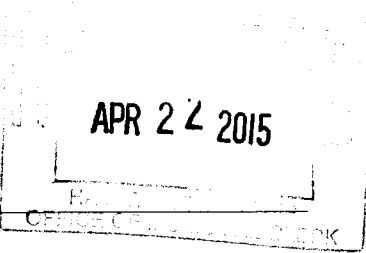
RECONSIDERED BY COUNCIL \_\_\_\_\_

  
 KELLY A. YAEBE, MAYOR

  
 DATE 5/20/15

OVERRIDE VOTE    AYE \_\_\_\_\_    NAY 931

REQUEST FOR COUNCIL ACTION



DATE: April 13, 2015

SERVICE REQUESTED:

FOR CONTRACTS & PSA'S (select one):

- Ordinance
- Resolution
- Item for Discussion (explain)

- Request was made for Bids
- Request was made for Proposals/Quotes
- Request was made for Proposals/Quotes for Professional Services

*mf*

INITIATING DEPT/DIV: CPC/Division of Planning

BRD  
4/28/15

SUBJECT MATTER: Accept deed for affordable housing (appendix E-2) for 4 affordable units within Vintage Court

RECEIVED  
TOWNSHIP OF HANLON  
DEPT OF PLAN  
2015 APR 22 P 4:05

LIST SUPPORTING DATA:

- Copy of original affordable housing deed restriction for 9, 10, 11 and 21 Vintage Court
- Memo dated 4-13-15 from Division of Planning

AMOUNT OF FUNDING: \$ n/a (if applicable)

BUDGET ACCOUNT NAME: n/a (i.e. Dept. of Adm., Professional Services)

BUDGET ACCOUNT NO(S): n/a (i.e. 3-01-20-120-000-028)

ya

APPROVED BY: *[Signature]*  
John F. Riect, Business Administrator

DATE

APPROVED BY: *[Signature]*  
Kelly A. Yaede, Mayor

DATE 4/22

*[Signature]*  
4/20/15

(To be completed by the Business Administrator)

PLEASE PREPARE THIS ITEM FOR THE 5/5/15 COUNCIL AGENDA.

Deadline for submission to the Office of the Business Administrator for review and approval is 3:00 pm on the Monday the week preceding the Council Meeting.



**TOWNSHIP OF HAMILTON  
DIVISION OF PLANNING  
INTEROFFICE ADVISORY M E M O R A N D U M**

**TO:** Council

**FROM:** Robert C. Poppert, PP/AICP, Supervising Planner

**DATE:** April 13, 2015

**RE:** Vintage Court – deed restriction for affordable housing units  
Block 1922 Lot 16

As part of the Township's annual affordable housing monitoring report, it was determined that Hamilton never received any of the required deed restrictions for the four (4) units within this development. I have contacted the owner and we have prepared the necessary deed restriction (attached hereto as Appendix E-2). This is a 30-year restriction which runs with the first certificate of occupancy for the affordable units. In this case we are being retroactive with the restriction time period; therefore, the restriction starts May 1, 1997 and will expire May 1, 2027.

The recorded deed restriction is required to be retained in our project files and will be provided to the Council on Affordable Housing (COAH) as soon as possible.

4/a

15 013

RCP

Cc: John Ricci  
Rich Williams  
file



**INSTR # 2015024851**  
D BK 6219 PG 1922 Pgs 1922 - 1926; (5 pgs)  
RECORDED 06/05/2015 09:32:00 AM  
PAULA SOLLAMI COVELLO, COUNTY CLERK  
MERCER COUNTY, NEW JERSEY

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY**

To Rental Property  
With Covenants Restricting Rentals and Improvements  
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 9<sup>th</sup> day of ~~April~~ <sup>June</sup>, 2015 by and between the TOWNSHIP OF HAMILTON, a Municipal Corporation of the State of New Jersey, and VINTAGE COURT LLC, a New Jersey Limited Liability Company, having offices at 98 Franklin Corner Road, Lawrenceville, NJ 08648, the developer/sponsor (the "Owner") of a market rate rental project containing four (4) residential low- or moderate-income rental units (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

Article 2. Description of Property

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the municipality of Hamilton Township, County of Mercer, State of New Jersey, and described more specifically as Block No. 1922, Lot No. 16, and known by the street address:

25 Lamont Avenue

Hamilton, NJ 08619

More specifically designated as:

9 Vintage Court; 10 Vintage Court; 11 Vintage Court; and 21 Vintage Court  
Hamilton, NJ 08619

Notwithstanding anything contained herein, these four (4) units alone are the "Property".

*DDM  
5/15/15  
3/30/15  
CJG*

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

Notwithstanding anything contained herein, the Township acknowledges that the Certificates of Occupancy were issued on May 1, 1997. Accordingly, the parties hereby agree that this Control Period shall expire on May 1, 2027.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants



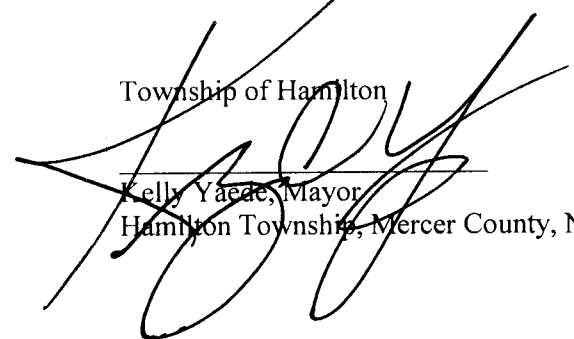
A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

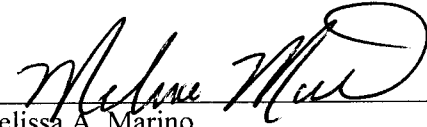
IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

Owner:  
Vintage Court LLC

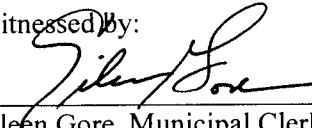
BY:   
Dino Spadaccini, Manager

Township of Hamilton  
  
Kelly Yarde, Mayor  
Hamilton Township, Mercer County, New Jersey

Witnessed by:

  
Melissa A. Marino  
Attorney at Law of New Jersey

Witnessed by:

  
Eileen Gore, Municipal Clerk  
Hamilton Township, Mercer County, New Jersey

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY

ss:

COUNTY OF MERCER

I certify that on April 16, 2015 before me came Dino Spadaccini, to me known and known to me to be the Manager of Vintage Court LLC, the Owner of the Property identified as such in the foregoing Agreement, who states that he is duly authorized to execute said Agreement on behalf of the e Court LLC, and that he has executed the foregoing Agreement for the purposes stated therein.



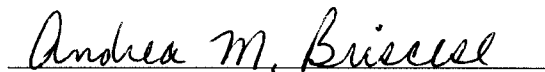
Melissa A. Marino  
Attorney at Law of New Jersey

STATE OF NEW JERSEY

ss:

COUNTY OF MERCER

I certify that on ~~April~~ <sup>May</sup> 29, 2015, Kelly Yaede, known and known to me to be the Mayor of Hamilton Township, Mercer County, New Jersey, the Municipality identified as such in the foregoing Agreement, who states that she is duly authorized to execute said Agreement on behalf of said Municipality, and that she has so executed the foregoing Agreement for the purposes stated therein.



A Notary Public of the State of New Jersey  
My Commission Expires: 6/17/2018

Record and Return:  
Office of the Municipal Clerk  
Township of Hamilton  
2090 Greenwood Avenue  
P.O. Box 00150  
Hamilton, New Jersey 08650-0150

**ANDREA M. BRISCESE**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 6/17/2018**

## 46. VISITATION HOMES – 355 YARDVILLE- ALLENTOWN ROAD

# Visitation Home, Inc.

"Living Together as Family"

PO Box 11242 • Hamilton, NJ 08620

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December 20, 2018

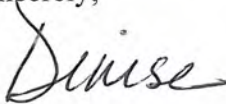
To Whom It May Concern:

This letter is to certify that Visitation Home, Inc. accepts only tenants who are considered to be low income. Our current residents' total monthly income ranges from \$728 - \$1,879. The source of this income is either Social Security and/or SSI Benefits.

Should you need additional information please feel free to contact me directly.

Have a beautiful day! Merry Christmas!

Sincerely,



Denise Reil  
Executive Director



9 PGS DDS

MERCER COUNTY  
HOME INVESTMENT PARTNERSHIPS PROGRAM  
AFFORDABLE HOUSING DEED RESTRICTION

**LENDER:** COUNTY OF MERCER, a municipal corporation of the State of New Jersey, having its principal offices located at the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068.

**BORROWER/OWNER:** Visitation Home Inc., a New Jersey nonprofit corporation, whose address is located at 11 Innocenzi Drive, Hamilton Township, New Jersey 08690.

**PROJECT PROPERTY:** Hamilton Township, Mercer County, New Jersey Block 2690, Lot 10 (355 Yardville-Allentown Road).

**PROJECT:** Acquisition/rehabilitation of four (4) affordable rental housing units for persons with or without developmental disabilities.

**Grant/Loan Amount:** Grant - \$259,400/Loan - \$100,000.

WHEREAS, the above named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with United States Department of Housing and Urban Development (hereafter), "HUD", by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnerships Program (hereafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's rules and regulations; and

WHEREAS, the HOME Program requires eligible project properties be subject to a deed restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels as established by HUD; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low and very low-income persons and families.

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1. Purpose. The purpose of this Affordable Housing Restriction is to assure that low and very low-income households will retain the Premises as affordable housing for occupancy.
2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of twenty-five (25) years from the date of execution hereof; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.
3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.
4. Unit Standards. The Premises shall be used for four (4) units of rental housing, as described above. Each Project Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Property shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.
5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887) or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.
- 5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:

Pol 530279050

(a) They shall be consistent with the purpose of providing housing for "Low Income Families" and "Very Low Income Families", as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Lender must approve any changes to these policies and criteria in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. Tenant Income Standards. During the term of this Affordable Housing Restriction the Project Properties shall be leased to at least two (2) families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) ("Very Low Income Families") based on family size as determined by the US Department of Housing and Urban Development ("HUD") and the remainder to Families whose annual incomes are at or less than EIGHTY PERCENT (80%) of the median income for the Area (as defined below). A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Trenton-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. Rental amount Limits. Rental amounts shall comply with the following:

a. The monthly rent charged for the Project Properties to be rented to families whose incomes are at or below fifty percent of median area income shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. The monthly rent charged for the Project Properties to be rented to families whose incomes are above fifty percent of median area income shall not be greater than the lesser of the Fair Market Rent for Mercer

County as established by HUD or thirty percent (30%) of the monthly gross income of a Family whose income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

b. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. Initial Proposed Rents. Prior to initial occupancy of a Project Property and annually thereafter as part of the annual reports required under Section 8 above, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. Records and Reporting to Lender. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. Increases in Rental Amounts. Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. Prohibited Lease Provisions. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal



property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Project Lease Terms and Lease Terminations. All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. Transfer or Sale of Project Property. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent. Any sale, transfer or change of title shall require either full payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. Demolition or Reduction of Project Property. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

15. Destruction or Damage of Project Property. If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. Use of Project Property. Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. Enforcement of Restrictions. Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. Notice of Restrictions. The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request.

19. Conditional Relief from Restrictions. Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights

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and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. No Relief from Restrictions on Certain Transfers. The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise be payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lender:  
County of Mercer  
Housing and Community Development  
640 South Broad Street, RM 420  
Trenton, NJ 08650-0068

If to Borrower:  
Visitation Home, Inc.  
11 Innocenzi Drive  
Hamilton, NJ 08690

VGL 5502 PG 055

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder take effect upon the date hereof.

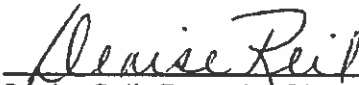
24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.


In witness whereof and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

Visitation Home, Inc.

BY:   
Denise Reil, Executive Director

Date: 10/20/06

Attest:

  
Nina Scalzione, Treasurer

Date: 10/20/06

ACKNOWLEDGMENT

STATE OF NEW JERSEY :  
: S.S.  
COUNTY OF MERCER :

I certify that on this date Denise Reil and <sup>Miss</sup>Anthony Scalcione personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) Visitation Home, Inc. is named as the Borrower in this document (the "corporation");
- (b) they hold, respectively, the positions of Executive Director and Treasurer of the corporation;
- (c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;
- (d) they are authorized to execute and deliver this document for the corporation and
- (e) they signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

Signed and subscribed to before me.

  
\_\_\_\_\_  
Notary Signature

Date: 10/20/06

**Richard D. Fornaro, Esq.**  
**Attorney at Law**  
**State of New Jersey**



**INSTR # 2018023222**  
 D BK 6328 PG 1912 Pgs 1912 - 1914 (3 pgs)  
 RECORDED 06/01/2018 03:26:12 PM  
 PAULA SOLLAMI COVELLO, COUNTY CLERK  
 MERCER COUNTY, NEW JERSEY



**Mercer County Clerk**  
 Paula Sollami Covello  
 PO Box 8068  
 240 West State Street  
 6<sup>th</sup> Floor  
 Trenton NJ 08650

Official Use Only - Realty Transfer Fee	
Date of Document April 26, 2018	Type of Document Deed
First Party Name Affordable Housing Deed Township of Hamilton	Second Party Name Visitation Home
Additional Parties	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY  
BUT SUGGESTED FOR ALL DOCUMENTS

Lot 10	Block 2690
Municipality Township of Hamilton	Consideration
Mailing Address of Grantee 355 Yardville-Allentown Road Hamilton, NJ 08620	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book 5502	Original Page <del>040</del> 48
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DDM 3P clg 49

AMENDED AFFORDABLE HOUSING DEED RESTRICTION

WHEREAS, on October 20, 2006, Visitation Home, Inc. ("the Borrower") executed a Affordable Housing Deed Restriction ("the Deed Restriction"). Such Deed Restriction was recorded in the Mercer County Clerk's Office in Vol. 5502, Pg. 049; and

WHEREAS, the property to which the Deed Restriction is subject is Block 2690, Lot 10, known by its street address as 355 Yardville-Allentown Road; and

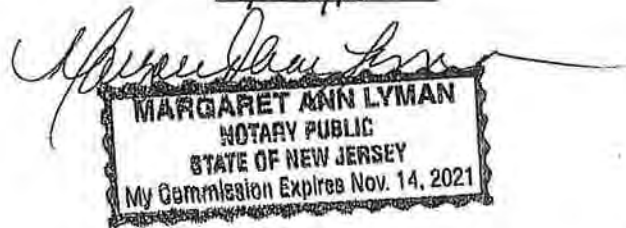
WHEREAS, paragraph 2 of such Deed Restriction provides that it will remain in effect for 25 years from the date of execution of the Deed Restriction.

Visitation Home hereby changes the period during which the Deed Restriction remains in effect from 25 to 30 years. The 30 year period shall run from the date of execution of the original Affordable Housing Deed Restriction.

Visitation Home Inc.

Dated: 4/26/18

By: Deuse Reil



Attest:

Michael Leuthy  
Michael Leuthy, Treasurer





**Home Investment Partnerships Program  
Consortium Agreement Between Mercer County  
And Visitation Home, Inc., Awarding  
An Affordable Housing Grant/Loan  
Totaling \$359,400.00**

**AGREEMENT**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2006 between the County of Mercer, a municipal corporation of the State of New Jersey, having its principal offices at McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068, hereinafter called the "County", and Visitation Home Inc., a New Jersey corporation, whose address is 11 Innocenzi Drive, Hamilton Township, New Jersey, 08690, hereinafter called "VH, Inc."

WHEREAS, VH, Inc., a certified Community Housing Development Organization (CHDO) requested a Mercer County Home Investment Partnerships Program Grant/Loan totaling three hundred fifty nine thousand four hundred dollars (\$359,400.00), the proceeds of which will be used to purchase and rehabilitate a 2,434 square foot two story house situated at 355 Yardville-Allentown Road, Hamilton Township, NJ 08620 (Block 2690, Lot 10); and,

WHEREAS, VH, Inc., will utilize the property for the provision of affordable housing thereby creating a four (4) unit single occupancy (SRO) residence for income eligible persons with or without developmental disabilities; and

WHEREAS, an HOME Investment Partnerships Program Consortium Agreement is necessary to set forth the terms under which the Mercer County HOME Program Grant/Loan in the amount of a two hundred fifty-nine thousand four hundred dollar (\$259,400.00) grant and a loan in the amount of one hundred thousand dollars (\$100,000.00) will be awarded;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties mutually promise, covenant and agree as follows:

1. The County shall award a HOME Investment Partnerships Program grant/loan to VH, Inc., totaling three hundred fifty-nine thousand four hundred dollars (\$359,400.00) for the purchase and rehabilitation of the above property. Said grant/loan shall be secured with a mortgage payable to Mercer County upon the sale of said property.
2. The County shall award a HOME Investment Partnerships Program zero interest loan to VH, Inc., totaling one hundred thousand dollars (\$100,000.00) for the purchase of the above property. Said loan shall be secured with a mortgage. The balance of the zero interest loan, as secured with a mortgage, shall be payable to Mercer County upon the sale of said property.
3. The 10 year term, zero interest loan shall be paid annually to Mercer County. A single payment of ten thousand dollars (\$10,000.00) shall be payable to Mercer County and forwarded to Mercer County Housing and Community Development Office, 640 South Broad Street, Trenton, NJ 08650. The initial payment shall be made between January 1 and January 15, 2007. Subsequent payments shall be made each year between January 1 and January 15, until the debt has been retired on or about January 15, 2016.

4. The County Treasurer is authorized to issue drafts in accordance with items 1 and 2 above. Said funds to be utilized by VH, Inc., to purchase and rehabilitate the house (2,434 sq. ft.) and property (10,890 +/- square feet) located at 355 Yardville-Allentown Rd., Hamilton Township, NJ 08620.
5. The total cost for the acquisition and rehabilitation of said property is four hundred eighty-four thousand fifteen dollars (\$484,015.00) as follows:

<u>Funding Source</u>	<u>Amount</u>
Mercer County HOME Program Grant	\$259,400.00
Mercer County HOME Program Loan	\$100,000.00
VH, Inc. Match	<u>\$124,615.00</u>
GRAND TOTAL	\$484,015.00

Said property (Block 2690, Lot 10) shall be deed restricted for a minimum period of twenty-five years (25) from the date of purchase. A copy of the deed shall be forwarded to the county by VH, Inc.

6. VH, Inc., agrees to all rules and regulations governing the HOME Investment Partnerships Program (24 CFR Part 92, 9/16/96 as amended) with emphasis on the following:

A. To maintain the affordability of the proposed units in the Project (the Units) for a minimum of twenty five (25) years from the completion of the construction Project in accordance with the following conditions:

(1) The rent for the Units must be the lesser of the fair market rent for existing housing comparable units in Mercer County as established by the Department of Housing and Urban Development ("HUD") per 24 CFR 888.111; or thirty percent (30%) of the adjusted income of a family whose gross income equals sixty-five percent (65%) of the median income for Mercer County as determined by HUD, subject to reductions or increases in this income ceiling as determined by HUD to be necessary because of area construction or rental costs. The maximum monthly rent must be reduced by a monthly allowance for any utilities and services (excluding telephone) paid by the tenant.

(2) Twenty percent (20%) of the Units must be occupied by families whose annual incomes do not exceed fifty percent (50%) of the median family income for Mercer County, as subject to reductions or increases in this income ceiling as determined by HUD to be necessary because of area construction or rental costs, and who pay as a contribution toward rent excluding any federal or state rental subsidy provided on behalf of the family not more than thirty percent (30%) of the families monthly adjusted income or occupied by families whose annual incomes do not exceed fifty percent (50%) of the median family income for Mercer County, as determined by HUD with adjustments for smaller and larger families, subject to reductions or increases in this income ceiling as determined by HUD to be necessary because of area construction or rental costs, and bearing rents not greater than thirty percent (30%) of the gross income of the families.

(3) The remaining eighty percent (80%) of the Units shall be occupied only by families whose annual incomes do not exceed eighty percent (80%) of the median income for Mercer County, as determined by HUD to be necessary because of area construction and rental costs.

B. To ensure that the Units will remain affordable and in compliance with the income and rental cost requirements of this Agreement, the Property will be subject to deed restriction or covenants running with the land setting forth the affordability requirement for not less than twenty five (25) years from the date of purchase.

C. VH, Inc., will verify that at least annually the income of every individual living at the residence is reviewed by the Section 8 Housing Assistance Department of the New Jersey Department of Community Affairs where appropriate.

D. VH, Inc., will comply with the project requirement in HUD Regulation 24 CFR 92, Subpart F, as applicable to the project.

E. The Units shall be maintained, at a minimum, in compliance with all applicable Housing Quality Standards and municipal housing code requirements during the term of this Agreement.

F. VH, Inc., will, in connection with the Project, comply with all federal laws and regulations described in 24, CFR 92, Subpart H, as applicable to the Project, except that PCV, LP, does not assume Mercer County's responsibilities for environmental review of the project set forth in 24 CFR Section 92.352 or the requirement for intergovernmental review set forth in 24 CFR Section 92.359.

G. VH, Inc., will comply with the tenant participant and protection requirements of 24 CFR Section 92.253 in connection with the leasing of the HOME Units.

H. VH, Inc., may make no request for disbursement of any funds under this Agreement until the funds are needed for payment of eligible costs. No request shall be for more than the amount needed to pay eligible costs.

I. VH, Inc., will maintain the following records for annual submission to Mercer County:

- (a) Records of the composition of the family unit of tenants occupying the HOME Units and the rent charged for each HOME Unit;
- (b) Records demonstrating that the Project meets the tenant participant and protection requirement of 24 CFR Section 92.253;
- (c) Records demonstrating that the Project meets the property standards of 24 CFR section 92.251;
- (d) VH, Inc., will annually provide Mercer County with all income records that it has for tenants of the HOME Units and will assist Mercer County in obtaining income records for the tenants of the HOME Units maintained by the Section 8 Housing Assistance Department of the New Jersey Department of Community Affairs.

J. In the event that VH, Inc., breaches any of the terms of this Agreement, the Grant shall be promptly repaid to Mercer County in full.

1. The Grant/Loan is strictly contingent upon VH, Inc., assurance that any existing or future contracts with vendors and/or contractors relative to the Project outlined herein incorporate all applicable federal regulations. VH, Inc., shall hold and save Mercer County harmless from any breach of said regulations by VH, Inc., its contractors, agents, servants and employees. The foregoing list includes independent contractors.
2. VH, Inc., agrees to complete acquisition of the Project within three (3) months of the date of this Agreement. Failure to maintain this schedule may result in the repayment of all HOME Program Funds as determined by the County.

3. VH, Inc., agrees to include as part of its annual audit of various VH, Inc., projects, an audit of the Grant funds received and disbursed during the preceding fiscal year, pertaining to the Project. A statement containing the results of this general audit, including audit information for the project, is to be submitted to Mercer County within one hundred days of December 31 of every year during the period this Agreement is in effect. In addition, VH, Inc., shall comply with standards for Grantees Financial Management Systems and Audit Requirement for State and Local Governments (OMB Circular A-133) which are incorporated by reference.
4. Should the County determine that any payments made to VH, Inc., were not used for eligible expenses as established by the Act and the applicable regulations, said payment or portions thereof shall be refunded to the County.

5. The County shall have the right annually to review all financial records maintained by VH, Inc., in relation to the Project, at a reasonable time and on reasonable notice to VH, Inc., If just cause exists, the County shall have the right to review VH, Inc., financial records for the Project on other occasions, at reasonable times and on reasonable notice to VH, Inc.
6. All purchases made by VH, Inc., shall conform with OMB Circular A-133 Procurement Standards, which are incorporated into this Agreement by reference.
7. VH, Inc., agrees to permit an authorized Mercer County Representative to visit the Project for evaluation purposes.
8. VH, Inc., agrees to take applications for tenants of the Units without regard to race, religion or natural origin of the applicant or recipient of services.
9. The obligations of Mercer County Home Program Grant/Loan are subject to the appropriation and availability of sufficient Home Program funds as determined by the County.
10. VH, Inc., shall indemnify and hold and save the County, its officials, agents and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages sustained by persons or property resulting on whole or in part from the negligent performance or omissions of any employee, agent or representative of said VH, Inc., in connection with the Project.
11. VH, Inc., shall not assign any interest in this Agreement without the prior written consent of the County.
12. The County may suspend, withhold or terminate payment of said Grant/Loan in whole or in part for the following reasons:
  - a. Improper use of funds.
  - b. Failure to comply with all the terms and conditions of this Agreement.
  - c. Failure to comply with all conditions imposed by HUD.
  - d. If the carrying out of the terms of this Agreement is determined impossible for any reason including changes in federal law or the unavailability of Home Investment Partnerships funds from HUD which are necessary for the Project.
13. At a minimum, VH, Inc., shall comply with all applicable federal law and regulations, including, but not limited to:

Executive Order 11063  
Executive Order 11593  
Federal Labor Standards Provisions  
The Civil Rights Act of 1964

Title 8 of the Civil Rights Act of 1968  
National Environmental Policy Act of 1969  
Flood Disaster Protection Act of 1973(PL 93-234)  
HUD Lead-Based Paint Poisoning Prevention of 1974  
Clean Air Act, as amended, 42 USC 1857, et seq.  
Archaeological and Historic Preservation Act of 1974  
Architectural Barrier Act of 1968  
Hatch Act  
Federal Water Pollution Control Act, as amended, 33  
USC 1251, et seq.  
National Flood Insurance Program



14. Title II of the American Disabilities Act (ADA) requires that all programs, services and activities, which are contracted out by a governmental entity, must be accessible to a person with disabilities. VH, Inc., will comply with the provisions of Title II of the ADA. VH, Inc., will submit a written plan to the County, which describes the method in which the Project will be made available to disabled individuals as defined in ADA. Said plan must be submitted to the County Office of Housing and Community Development prior to execution of this agreement. VH, Inc, further ensures that it will not discriminate against disabled persons in any aspect of employment, inclusive of the application process, hiring, training, advancement and wages, benefits or employer-sponsored activities.
15. VH, Inc., shall submit to the County progress reports no less than annually in a form and number acceptable to the County upon request.
16. VH, Inc., shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses, and liability (including statutory, liability and liability under Workers Compensation laws) in connection with claims for damages as result of injury or death of any person or property damage to any property sustained by VH, Inc., and all other persons which arise from or on any manner grow out of any act or neglect on or about the said premises by VH, Inc., or their partners, agents, employees, customers, invitee, contractors, subcontractors, and vendors. This indemnification clause shall also include any and all claims and cost of same against the County, involving environmental impairment.
17. VH. Inc., covenants and agrees that prior to the beginning of this operation, it will produce and deliver to the County certificates of insurance written with an insurance company currently admitted in New Jersey, insuring the contractor and stating that the County of Mercer is and "ADDITIONAL NAMED INSURED WITH RESPECT ONLY TO LIABILITY COVERAGE AFFORDED BY THE POLICY", insuring against Bodily Injury and Property Damages in the amount of \$1,000,000 combined single limit.  
  
Said liability insurance shall be the Comprehensive General Liability form including Premises Operations, and including Independent Contractors, Explosion, Collapse and Underground Hazard, Broad Form Property Damage and Blanket Contractual.  
  
A certification of insurance for Workers Compensations shall also be provided to the County.
18. County, in concert with VH, Inc., shall adopt affirmative marketing procedures and requirements, consisting of actions to provide information and attract eligible persons from all racial, ethnic and gender groups in the housing market and the project area.
19. County, in concert with VH, Inc., acting in concert with County, will determine the environmental effects of the project in accordance with the provisions of the National Environmental Policy Act of 1969, and report the same to the County as required. Funds will not be made available till such

time as all required environmental processes are completed and HUD has approved the release of funds.

20. The administrative and implementation of this Agreement shall be in strict accordance with all rules and regulations which govern the Home Investment Partnerships Program - Final Rule - 24 CFR Part 92 dated September 16, 1996, and as amended, shall take precedent over any and all conflicts contained within this Agreement. Home Investment Partnerships Programs rules and regulations are herein incorporated and made a part of this Agreement by reference.

- 21. This Agreement shall become null and void if for any reason adequate HOME Investment Partnerships Funds become unavailable to the Mercer County Program Consortium.
  
- 22. This Agreement shall be effective for the period of affordability which is twenty five (25) years from the date of acquisition.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their proper corporate officers the day and year first above written.

ATTEST:

COUNTY OF MERCER

\_\_\_\_\_  
Jerlene Worthy  
Clerk to the Board

By: \_\_\_\_\_  
Brian M. Hughes  
County Executive

ATTEST:

VISITATION HOME, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Executive Director

*John F. Beneivengo*  
MAYOR

*The*  
*Township of Hamilton*

Department of Community Planning and Compliance

Robert S. Warney, *Director*



July 28, 2010

Commissioner Lori Grifa Esq.  
Department of Community Affairs  
PO Box 800  
Trenton, NJ 08625-0800

**RE: Proposed Visitation Home (VH) new construction and rehabilitation in Hamilton Township**

Dear Mrs. Grifa,

Hamilton Township would like to allocate \$360,000.00 from the Affordable Housing Trust fund to Visitation Homes for the construction of a new two-story 4,000 sq. ft. foot home for the very low and low income people with disabilities and for the rehabilitation of two (2) other existing homes. The attached resolution to this effect was passed at the Township's July 20, 2010 Council Meeting.

Visitation Homes is proposing to build a new two-story, 4,000 sq. ft. home located between 417 (Visitation Home #1) Yardville-Allentown Road and 355 (Visitation Home #2) Yardville-Allentown Road. This new home will be occupied by very low and low income people with disabilities. The operation of this new home will be modeled after Visitation Home's two neighboring and highly successful operations. The total project will cost approximately \$800,000.00.

We appreciate your consideration of this project for COAH credit. The Township is anxious to participate in this very worthwhile and proven project but cannot possibly assist this project financially without the use of the Trust Fund. Visitation Homes seems to have support from all involved local and county officials and is anxious to build the new home and renovate their existing two (2) properties, so we look forward to hearing from you regarding the next steps soon.

If you have any additional questions or concerns, please do not hesitate to contact me at (609) 890-3645 or at [rpoppert@hamiltonnj.com](mailto:rpoppert@hamiltonnj.com). We would also welcome the

opportunity to discuss this with you in person, if you prefer, and to respond to any and all of your concerns at that time.

Sincerely,



Robert C. Poppert, PP, AICP  
Principal Planner

RCP  
File  
w/attachment

Cc: John Ricci, Business Administrator, Hamilton Township (w/o attachment)  
Rob Warney, Director, Community Planning and Compliance, Hamilton Township (w/o attachment)  
Pamela Weintraub, Principal Planner, NJ Council on Affordable Housing (w/attachment)

47. VISITATION HOMES – 405 YARDVILLE-  
ALLENTOWN ROAD

# Visitation Home, Inc.

"Living Together as Family"

PO Box 11242 • Hamilton, NJ 08620

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December 20, 2018

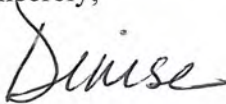
To Whom It May Concern:

This letter is to certify that Visitation Home, Inc. accepts only tenants who are considered to be low income. Our current residents' total monthly income ranges from \$728 - \$1,879. The source of this income is either Social Security and/or SSI Benefits.

Should you need additional information please feel free to contact me directly.

Have a beautiful day! Merry Christmas!

Sincerely,



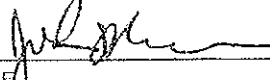
Denise Reil  
Executive Director



APPROVED AS TO FORM AND LEGALITY

FACTUAL CONTENTS CERTIFIED TO BY

  
TOWNSHIP ATTORNEY

  
TITLE

**RESOLUTION AUTHORIZING APPLICATION TO VISITATION HOMES TO SUPPORT RENOVATIONS AT VH1 AND VH2 TO SUPPORT CONSTRUCTION OF NEW HOMES VH3 (\$360,000.00)**

WHEREAS, Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 20, 2005; and

WHEREAS, the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-30-1 et. seq.) and the COAH'S Third Round Substantive Rules (N.J.A.C. 5:94-1 et seq.); and

WHEREAS, Visitation Homes (VH), a New Jersey non-profit corporation had previously developed 10 units of special needs affordable housing in Hamilton Township at VH1 (417 Yardville-Allentown Road) and at VH2 (355 Yardville-Allentown Road); and

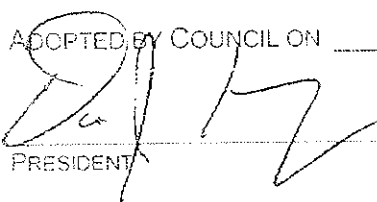
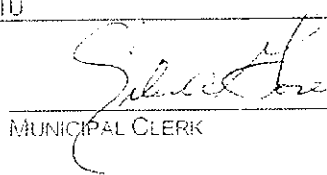
WHEREAS, Mayor John F. Bencivengo and the Council of Hamilton wishes to allocate \$360,000.00 from the Township's Affordable Housing Trust Fund to Visitation Homes for the proposed development project of Visitation Homes 3 (VH3) in the amount of \$300,000, which will be a new eight (8) unit special need affordable housing project on Yardville-Allentown Road and for rehabilitation purposes for VH1 (\$30,000) and VH2 (\$30,000) also on Yardville-Allentown Road; and

WHEREAS, this allocation is subject to COAH approval of the creditworthiness of VH1, VH2 and VH3; and

WHEREAS, if the VH1, VH2 and VH3 units are not kept as affordable units for thirty (30) years and in accordance with CPAH rules, the \$360,000.00 allocation shall be returned to the Township of Hamilton, with the deed being restricted accordingly; and

WHEREAS, it is in the best interest of the citizens of the Township of Hamilton to proceed with this commitment to Visitation Homes;

NOW, THEREFORE, BE IT RESOLVED that, subject to COAH's express approval, the proper municipal officials be and hereby are authorized to allocate \$360,000.00 from the Township's Affordable Housing Trust Fund to Visitation Homes for the development of VH1, VH2 and VH3.

ADOPTED BY COUNCIL ON July 20, 2010 DATE  
 PRESIDENT  
 MUNICIPAL CLERK

COUNCIL	RECORD OF VOTE					
	AYE	NAY	N.V.	A.B.	RES.	SEC.
KEVIN MEARA	/				/	/
DENNIS PONE	/					/
KELLY YAEDE	/					
EDWARD GORE	/					
DAVID KENNY	/					
X - Indicates Vote    A.B. - Absent    N.V. - Not Voting    RES. - Moved    SEC. - Seconded						

10 305

2j



JAN 17

Mercer County Clerk's Office

Return To:

HAMILTON TWP  
2090 GREENWOOD AVE  
PO BOX 00150  
HAMILTON NJ 08650-0150

Index DEEDS

Book 06135 Page 0686

No. Pages 0005

Instrument DEED-MUNICIPAL

Date : 1/09/2012

Time : 12:27:58

Control # 201201090447

INST# RD 2012 000795

HAMILTON TWP  
VISITATION HOME INC

Employee ID SUSANJ

RECORDING	\$	3.00
DARM \$3	\$	3.00
NJPRPA	\$	2.00
HTF \$3	\$	3.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	11.00

STATE OF NEW JERSEY  
Mercer County Clerk's Office

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*  
\* DO NOT REMOVE THIS COVER SHEET - \*  
\*IT CONTAINS ALL RECORDING INFORMATION \*  
\*\*\*\*\*

Paula Sollami-Covello  
Mercer County Clerk



VOL 6 1 3 5 PG 6 8 6



contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

**ARTICLE 4. REMEDIES FOR BREACH OF AFFORDABLE HOUSING COVENANTS**


A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township of Hamilton, Mercer County, New Jersey and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

Owner  
Visitation Home, Inc.  
A New Jersey Not for Profit Corporation

  
Denise Reil, Executive Director

  
Cliff Mallam, Vice President

Attest as to Visitation Home Inc.:

  
Michele Curiale  
Print or Type Name Below Signature



TOWNSHIP OF HAMILTON  
 COUNTY OF MERCER, NEW JERSEY

**ORDINANCE**

No. 11 044

1ST READING **November 28, 2011**

DATE TO MAYOR **December 21, 2011**

2ND READING & PUBLIC HEARING **December 20, 2011**

DATE RESUBMITTED TO COUNCIL \_\_\_\_\_

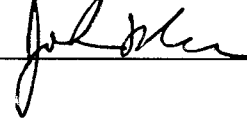
WITHDRAWN \_\_\_\_\_ LOST \_\_\_\_\_

DATE EFFECTIVE **January 12, 2012**

APPROVED AS TO FORM AND LEGALITY

FACTUAL CONTENTS CERTIFIED TO BY

  
 \_\_\_\_\_  
 TOWNSHIP ATTORNEY

  
 \_\_\_\_\_  
 TITLE

**ORDINANCE ACCEPTING A DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING (Visitation Home, Inc.; Yardville-Allentown Road; Block 2690, P/O Lot 11.02)**

Whereas the owner of the land listed below has presented a Deed-Restricted Affordable Housing Property with Restrictions on Resale and Refinancing to the Township of Hamilton consistent with requirements imposed as a condition of a Planning Board Application No. 11-01-015, which said lands are more particularly described in said deed attached hereto;

40

Whereas the Council of the Township of Hamilton deems it to be in the best public interest of the Township of Hamilton to accept the above mentioned deed;

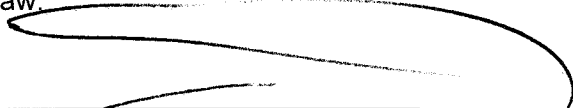
Now, Therefore, Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the Deed-Restricted Affordable Housing Property with Restrictions on Resale and Refinancing for public purposes as presented to the Township of Hamilton by the respective owner listed below, be and hereby is accepted;

Be It Further Ordained that the Municipal Clerk be and hereby is authorized to record same in the Office of the Clerk of Mercer County and to plot said deed in the Township of Hamilton Engineer's Office.

<u>NAME/ADDRESS</u>	<u>SECTION</u>	<u>LOT</u>	<u>AMOUNT</u>
Visitation Home, Inc. 11 Innocenzi Drive Hamilton, New Jersey 08690 (Yardville-Allentown Road)	2690	P/O 11.02	Deed-Restricted Affordable Housing Property with Restrictions on Resale and Refinancing

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

This Ordinance shall become effective immediately upon final adoption and publication thereof according to law.

  
 \_\_\_\_\_  
 PRESIDENT

  
 \_\_\_\_\_  
 MUNICIPAL CLERK

RECORD OF VOTE													
First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
Kevin J. Meara	✓				✓	✓	Kevin J. Meara	✓					
David J. Kenny	✓						David J. Kenny	✓					
Kelly Yaede	✓						Kelly Yaede	✓					✓
Edward R. Gore	✓						Edward R. Gore	✓				✓	
Dennis A. Pone	✓						Dennis A. Pone	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting ORD - Moved SEC - Seconded

REJECTED \_\_\_\_\_

APPROVED X

RECONSIDERED BY COUNCIL \_\_\_\_\_

  
 JOHN F. BENCIVENGO, MAYOR

12/20/11  
 DATE

OVERRIDE VOTE

AYE \_\_\_\_\_ NAY 972

**FORNARO FRANCIOSO LLC**

**COUNSELLORS AT LAW**

98 FRANKLIN CORNER ROAD, LAWRENCEVILLE, NEW JERSEY 08648  
TELEPHONE 609-584-6104 ♦ TELEFAX 609-584-2709

RICHARD D. FORNARO\*  
ANTHONY R. FRANCIOSO\*

*Of Counsel*  
KATHLEEN A. FRANCIOSO\*

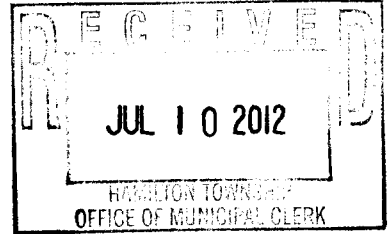
\*MEMBERS OF THE NEW JERSEY & PENNSYLVANIA BAR

11-045  
11-044

July 3, 2012

Via FedEx 1-609-658-0995

Denise Reil, Executive Director  
Visitation Home Inc.  
417 Yardville Allentown Road  
Hamilton, New Jersey 08620



Re: Hamilton Township Planning Board Application No. 11-01-015  
Minor Subdivision Approval  
Applicant/Owner: Visitation Home, Inc.  
Development: Visitation Home II  
Property: 417 Yardville – Allentown Road, Hamilton Township, Mercer County, New Jersey  
Block and Lot: Maps 320, Section 2690, Lot 11  
File No. Visitation Home 2009 09257

Dear Ms. Reil:

Enclosed please find the originals of the Visitation Home Inc. following which have been recorded by the Mercer County Clerk and filed for tax record purposes with Hamilton Township as indicated by the filing/plotting designations on the face of the instruments:

1. Minor Subdivision Deed - Yardville-Allentown Road, Block 2690, Lot 11.01 (Parcel B), Hamilton Township, Mercer County, New Jersey; recorded by Mercer County Clerk on June 18, 2012 as Instrument No. 2012028480, Deed Book 6150, Pages 398 – 415; Hamilton Township Transfer Recording Reference No. 166063 on June 28, 2012
2. Minor Subdivision Deed - Yardville-Allentown Road, Block 2690, Lot 11.02 (Parcel A), Hamilton Township, Mercer County, New Jersey; recorded by Mercer County Clerk on June 18, 2012 as Instrument No. 2012028481, Deed Book 6150, Pages 416 – 435; Hamilton Township Transfer Recording Reference No. 166064 on June 28, 2012

These documents should be retained by Visitation Home Inc. with its business records in a safe location, such as a fireproof records box or safe deposit box.

We were glad to work with Visitation Home Inc. on this project and look forward to the next one.

Very truly yours,  
FORNARO FRANCIOSO LLC  
*Richard D. Fornaro*  
Richard D. Fornaro, Esq.

RDF/  
enclosures

c: Eileen Gore, Hamilton Township Municipal Clerk

H:\Clients\Visitation Home Inc\Visitation Home 2009\Correspondence\Client 002 Recorded Subdiv Deed 07032012.doc

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11-044

Prepared By: *[Signature]*  
Richard D. Fornaro, Esq.  
Fornaro Francioso LLC

DEED - MINOR SUBDIVISION

**Yardville-Allentown Road, Block 2690, Lot 11.02 (Parcel A)**  
**Hamilton Township, Mercer County, New Jersey**

This Deed is made on November 4, 2011 between Visitation Home Inc., a New Jersey nonprofit corporation, whose address is 11 Innocenzi Drive, Hamilton Township, New Jersey 08690 hereinafter referred to as GRANTOR, and Visitation Home Inc., a New Jersey nonprofit corporation, whose address is 11 Innocenzi Drive, Hamilton Township, New Jersey 08690, hereinafter referred to as GRANTEE.

(The words "GRANTOR" and "GRANTEE" shall include all Grantors and Grantees under this Deed.)

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of *One Dollar and No Cents (\$1.00)* and other good and valuable consideration. The Grantor acknowledges receipt of this consideration.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Township of Hamilton, Block 2690, Lot 11.02 (Parcel A as designated in Hamilton Township Planning Board Minor Subdivision Application No. 11-01-015) on the Tax Map of the Township of Hamilton, County of Mercer, Account No.

\_\_\_ No property tax identification number is available on the date of this deed. (Check if applicable.)

**Property.** The property consists of the land and all the buildings and structures on the land in the Township of Hamilton, County of Mercer and State of New Jersey. The legal description is:

*See Description annexed hereto as Schedule A*

This is a Deed - Minor Subdivision Approval and it is being entered into by the Grantor in accordance with the terms of a Resolution of Memorialization (annexed hereto as Schedule B) adopted by the Hamilton Township Planning Board on April 14, 2011 in approving the Minor Subdivision Application No. 11-01-015 of Grantor and Applicant Visitation Home Inc.

Being subject to operative covenants, restrictions and easements of record.

Being subject to Affordable Housing Covenants as set for in the Deed Restriction annexed hereto as Schedule C.

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a Covenant as to Grantor's Acts (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

**Signatures.** The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation this Deed is signed by its properly empowered corporate officer(s) and its corporate seal is affixed.

Grantor  
Visitation Home, Inc.  
A New Jersey Not for Profit Corporation  
*Denise Reil*  
Denise Reil, Executive Director  
*Cliff Mallam*  
Cliff Mallam, Vice President

Attest as to Visitation Home Inc.:  
*Michelle Cuicite*  
Michelle Cuicite  
Print or Type Name Below Signature

INSR # 2012028481  
D BK 4150 Pg 416 Pgs 416 - 4351 (20 Pgs)  
RECORDED 06/18/2012 10:47:49 AM  
PAULA SOLLAMI COVELLO, COUNTY CLERK  
MERCER COUNTY, NEW JERSEY  
RTF TOTAL TAX \$2.00

TRANSFER RECORDED  
TOWNSHIP OF HAMILTON  
No. 166064  
JUN 28 2012  
Map 320  
Block 2690  
Lot 11.02





**SCHEDULE A**

**LANNING ENGINEERING CO., INC.**  
**CONSULTING ENGINEERS & LAND SURVEYORS**

3123 KLOCKNER ROAD

HAMILTON, NEW JERSEY 08690

March 28, 2011

Description of Property  
Township of Hamilton  
Mercer County, New Jersey

Visitation Home, Inc.  
405 Yardville-Allentown Road  
Block 2690 Lot 11.02

All that certain lot, tract or parcel of land, situate, lying and being in the Township of Hamilton, County of Mercer and State of New Jersey, and being known as Lot 11.02 on a plan entitled "Plan of Subdivision" for Visitation Home, Inc., Block 2690 Lot 11 dated 12/20/10 prepared by Lanning Engineering Co., Inc. and being more particularly bounded and described as follows, to wit:

Beginning at a point on the new southerly line of Yardville-Allentown Road, said point being the following courses from the southwesterly corner of Lot 14 in Block 2694 being the point of intersection of the southeasterly line of Clarendon Avenue, 50.00 feet wide, with the northerly line of Yardville-Allentown Road:

- a) Along the extension of the southeasterly line of Clarendon Avenue, South  $21^{\circ}30'00''$  West, a distance of 35.00 feet to a point on the centerline of the Yardville-Allentown Road, thence
- b) Along the centerline of the Yardville-Allentown Road, North  $67^{\circ}48'00''$  West, a distance of 45.00 feet to a point, thence
- c) Along the extension of the southeasterly line of Lot 10 in Block 2690, South  $22^{\circ}12'00''$  West, a distance of 40.00 feet to the BEGINNING POINT and running, thence
  - 1) Along the new southerly line of the Yardville-Allentown Road as it runs parallel and distant 40.00 feet from its centerline, South  $67^{\circ}48'00''$  East, a distance of 140.00 feet to a monument, thence
  - 2) Along the southeasterly line of Lot 11.02, South  $22^{\circ}12'00''$  West, a distance of 150.00 feet to a monument, thence
  - 3) Along the southerly and rear line of Lot 11.02, North  $67^{\circ}48'00''$  West, a distance of 140.00 feet to a pin, said pin being the corner common to Lot 10 and Lot-11.02, thence

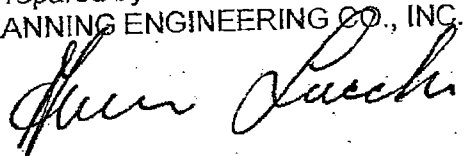
Description of Property  
Visitation Home, Inc.  
405 Yardville-Allentown Road  
Block 2690 Lot 11.02  
Township of Hamilton, Mercer County

March 28, 2011  
Page 2

- 4) Along a line common to Lot 11.02 and Lot 10, North  $22^{\circ}12'00''$  East, a distance of 150.00 feet to the point and place of BEGINNING.

The above described Lot 11.02 in Block 2690 containing 21,000 square feet of land.

Prepared by:  
LANNING ENGINEERING CO., INC.



AMERICO LUCCHI, P.L.S.  
PROFESSIONAL LAND SURVEYOR  
NEW JERSEY LICENSE NO. 24GS02241600

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**SCHEDULE B**

**RESOLUTION OF MEMORIALIZATION  
GRANTING MINOR SUBDIVISION APPROVAL AND  
VARIANCE RELIEF FROM FRONT YARD SETBACK  
FOR THE PURPOSE OF CREATING TWO (2) LOTS  
VISITATION HOME, INC.  
417 YARDVILLE-AlLENTOWN ROAD  
MAP 320, SECTION 2690, LOT 11  
ZONED: R-10  
APPLICATION NO. 11-01-015**

**Approval Date: March 10, 2011  
Memorialized on: April 14, 2011**

**WHEREAS**, the Planning Board of the Township of Hamilton (the "**Board**") is empowered, pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1, et. seq. to hear and determine certain applications for development; and

**WHEREAS**, the applicant is Visitation Home, Inc. (the "**Applicant**"); and

**WHEREAS**, the applicant is the owner of the property designated on the Township's Tax Map as Map 320, Block 2690, Lot 11, located in the R-10 zoning district (the "**Property**"); and

**WHEREAS**, the subject matter is within the jurisdiction of the Board; the appropriate Affidavit of Proof of Service and Publication of Notice was submitted to the Board and the Board's Attorney who reviewed the Affidavit and found that it had jurisdiction to hear and decide the Application; and

**WHEREAS**, the Board held a hearing on this Application on March 10, 2011, at the Hamilton Township Municipal Building, 2090 Greenwood Avenue, Hamilton, New Jersey; and

**WHEREAS**, the Board and its Professionals reviewed the following plans, reports and written materials submitted by the Applicant, which plans, reports and written materials were admitted into evidence and incorporated as part of the Record:

1. Hamilton Township Planning Board Application No. 11-01-015;
2. Plan of Subdivision of Visitation Home, Inc., prepared by Lanning Engineering dated December 20, 2011. Sheets; Cover, C-2 to C-5
3. Architectural elevations and floor plans prepared by Kyle Pal Van Dyke dated December 21, 2010. Sheets; A0.1 and A0.2
4. Preliminary Site Investigation Report prepared by Melick-Tully and Associates dated September 9, 2010;
5. Foundation Investigation Report prepared by Melick-Tully and Associates dated August 24, 2010
6. Estimate for Developers Bond prepared by Lanning Engineering dated December 16, 2010
7. Rider to Form No. 3 – requested waivers for Visitation Homes dated December 16, 2010

**WHEREAS**, at the hearing, the Board considered the following reports presented by Township's professionals and incorporated these reports as part of the record without objection:

1. Memorandum from Robert C. Poppert, Division of Planning, dated March 10, 2011,
2. Memorandum from Richard S. Williams, Division of Engineering, dated February 24, 2011

**WHEREAS**, the Board reviewed the following Exhibits which were presented by the Applicant, marked, admitted into evidence and incorporated as part of the Record:

- A-1 Plan of subdivision
- A-2 House location plan

**WHEREAS**, at the hearing, the following Township Professionals offered testimony and advice to the Board and were questioned and/or cross-examined by the Board, the Applicant's legal representative and were available to questioning from the public:

Robert C. Poppert, P.P., A.I.C.P. - Township Planner

Richard S. Williams, P.E. - Township Engineer

**WHEREAS**, at the hearing, the Applicant was represented by Richard Fornaro, Esquire. Mr. Fornaro provided an overview of the project, explained that the purpose of the subdivision was to permit the construction of an additional house to be used by low and very low income housing for adults with disabilities. Mr. Fornaro explained that only one variance was required which was an existing condition as well as several minor waivers, many of which are also existing conditions; and

**WHEREAS**, at the hearing, Mr. Fornaro introduced and examined his witness, namely, Fran Goeke, a professional engineer; and

**WHEREAS**, the applicant's witness, Mr. Fran Goeke, a professional engineer (accepted as an expert engineer) testified at the March 10, 2011, public hearing that:

- The property is located at 417 Yardville-Allentown Road (County Route 524) in the R-10 zone;
- Yardville Elementary School is approximately 200' east of the subject property;
- The applicant proposes to subdivide Lot 11, having an area of 4.056 acres into two (2) lots. One lot will retain the existing dwelling at 417 Yardville-Allentown Road (PARCEL "B") and one lot for future residential construction (PARCEL "A")
- Parcel A shall contain the garage originally associated with the dwelling on Parcel B and will, temporarily, be without a principal building;
- The applicant will require a variance from the minimum front yard setback in the R-10 which requires 30' whereas 7.7 feet is proposed after certain lands are dedicated to the

County of Mercer for road widening purposes. However, Mr. Goeke noted that this is an existing condition.

- Waivers will be required from the installation of curb and sidewalk along the frontage of both lots;
- Waivers will be required from the requirements of Section 160-119(j)(1), that only one (1) driveway access shall be permitted for any residential lot. Parcel B has two (2) access points to Yardville-Allentown Road via a pre-existing "horseshoe" driveway, again, an existing condition;
- Waiver will be required from the dictates of Section 160-119(j)(4), which indicates that driveways shall be no closer than five feet (5') to any side or rear property line. As proposed, the existing driveways will now cross the new lot line, therefore, requiring a waiver. Zero feet (0') is proposed where as five feet (5') is required. Again, this is an existing condition.
- Waiver will be required from the dictates of Section 160-119(j)(4) because the proposed driveway on Parcel A will be at least 55 feet to 72 feet wide at the widest point whereas the Ordinance requires that the width not exceed 20 feet.
- Waiver will be required from Ordinance standards requiring that all utilities be located underground.
- That the proposed variance is minor in nature, pre-existing; that the grant of same will advance the purposes of the New Jersey Municipal Land Use Law in that the subdivision represents an effective use of land and will contribute to the well being of persons, neighborhoods and communities;
- There is no substantial detriment to the zoning ordinance or to the general welfare.



- Mr. Goeke provided full and complete responses to all questions from the Planning Board Members.

**WHEREAS**, Hamilton Township's Professional Planner, Robert C. Poppert offered testimony and advice to the Board that he could support the application since the applicant had agreed to all of the recommendations set forth in his report dated March 10, 2011, reiterating some of the conditions set forth therein and reviewing the variances and waivers required by the applicant;

**WHEREAS**, the Hamilton Township Engineer, Richard S. Williams, P.E., offered testimony and gave advice to the Board that he could support the application since the applicant had agreed to all of the recommendations set forth in his report dated February 24, 2011, reiterating some of the conditions set forth therein and otherwise did not offer additional testimony; and

**WHEREAS**, at the conclusion of the aforesaid testimony, the public was provided the opportunity to comment and otherwise participate in the proceeding. One member of the public, Ames Hoyt, chose to participate and ask questions relative to the conservation zone and the interpretation of the Ordinances regarding same. Having received a satisfactory explanation, Mr. Hoyt had no objection to the application. No one else spoke, and the public portion of the meeting was then closed, and the Board began its deliberation; and

**WHEREAS**, the Board based its review of the application upon the testimony presented, the reports reviewed, the information contained in the application, the representations made by the Applicant and its attorney, and the testimony provided during the hearing and makes the following factual findings and conclusions of law:

- (a) the subject matter of this application is within the jurisdiction of the Board, and the Board has acted within the time required by law;
- (b) the applicant seeks minor subdivision approval of the property known as 417 Yardville-Allentown Road, Map 320, Section 2690, Lot 11 located in the R-10 zoning district;
- (c) the property requires variance relief from the minimum front yard setback in the R-10 zone which is a pre-existing condition;
- (d) the property requires waiver relief from the requirement that curb and sidewalk be installed along the frontage of any lot created; from the prohibition that a garage will temporarily exist on a lot without a principal building; that only one driveway access shall be permitted for any residential lot; that driveways shall be no closer than five feet to any side or rear property line; that only one driveway may be permitted per single family, not to exceed a width of 20 feet;
- (e) The Board agrees with and adopts the testimony of the applicant's engineer, Fran Goeke, regarding the basis and justification under the Ordinance, namely, that the requested variance is minor in nature, pre-existing, protects the intent and purpose of the zone plan, is in keeping with the character of the neighborhood and protects the general welfare, creates a desirable visual environment, and is an effective use of land. Similarly, the waivers requested are minor in nature and, for the most part, are pre-existing. Further, there is no substantial detriment to the zone plan or to the general welfare, especially given the fact that the applicant has agreed to all of the conditions set forth in the Reports of the Township Planner and Township

Engineer. It is also noted that there is no development in the steep slope area and, therefore, the steep slope ordinance is inapplicable.

**NOW, THEREFORE,** the Board does hereby grant Applicant's request for minor subdivision approval, variance relief from a pre-existing front yard setback and various design waivers for the purpose of creating two (2) lots, subject to the following conditions:

1. The testimony of all witnesses called on behalf of the Applicant being true and accurate.
2. All exhibits offered by the Applicant and the Application being accurate depictions of that which they purport to represent;
3. The action of the Board in approving the application shall not relieve the applicant of responsibility for any damage caused by the applicant nor does the Board accept any responsibility for the project.
4. The applicant shall comply with the terms and conditions established by any other reviewing agency having jurisdiction over the property.
5. To the extent not already provided, the applicant shall provide a copy of all plans and reports in electronic format on a CD disc before mylars are signed. The plans are to be in AutoCAD version not later than 2005, correspondence in Word format and estimates in Excel version not later than 2003.

6. The applicant shall revise and/or resubmit plans, drawings, specifications and details to the Township Engineer, if necessary, with respect to the required changes, amendments and omissions, which submissions shall be reviewed and approved by the Township Engineer.

7. The applicant shall include the application number within the subject line of all correspondence relating to this approval or the application, and the application number shall be shown adjacent to the title block on all plans.

8. All resubmissions of plans, reports and other documents shall be accompanied by a cover letter which describes the purpose of the resubmissions, includes appropriate references and lists specific changes and additions included in the resubmissions. Along with the listing, there shall be a reference to the related page number where the change/addition was incorporated. The change/addition shall be highlighted. Also, the transmittal letter shall specifically state that there are no other changes, modifications or additions to the plan or report, and so on.

9. The applicant shall comply with comments of the Hamilton Township Planner, Robert C. Poppert, contained in his Report dated March 10, 2011;

10. The applicant shall comply with the comments of the Hamilton Township Engineer, Richard S. Williams, contained in his Report dated February 24, 2011.

11. It is noted that the applicant agreed to the conditions set forth in each of the aforementioned reports and any reports cited in therein.

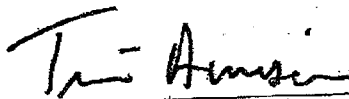
12. All representations, affirmations and confirmations made by the applicant or its representatives throughout the course of these proceedings are incorporated herein.

13. Such other and further conditions as were required by the Board (even if overlooked and not specifically set forth in this Resolution) as part of its approval.

The date of the decision shall be March 10, 2011, except the date of decision for purposes of: 1) mailing a copy of the decision to the Applicant within ten (10) days of the date of the decision; 2) filing a copy of the decision with the Administrative Officer; and 3) publication of notice of the decision. The date of publication of the notice of the decision shall be the date for commencement of the vesting protection.

#### CERTIFICATION

I, Tim Amison, the Secretary of the Planning Board of the Township of Hamilton, do certify that the foregoing is a true and correct copy of the Resolution duly adopted by the Planning Board of the Township of Hamilton at its regular meeting held on Thursday, April 14, 2011.



\_\_\_\_\_  
Tim Amison, Secretary  
Hamilton Township Planning Board

**SCHEDULE C**

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

YARDVILLE-AlLENTOWN ROAD, BLOCK 2690, LOT 11.02 (PARCEL A)  
HAMILTON TOWNSHIP, MERCER COUNTY, NEW JERSEY

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY  
WITH RESTRICTIONS ON RESALE AND REFINANCING**

To Rental Property  
With Covenants Restricting Rentals, Conveyance and Improvements  
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 1 day of <sup>March</sup> ~~February~~ 2012 by and between Hamilton Township, Mercer County, New Jersey, a municipal corporation of the State of New Jersey, having its principal office at 2090 Greenwood Avenue, Hamilton, P.O. Box 150 New Jersey 08650-0150, and Visitation Home Inc., a New Jersey nonprofit corporation, whose address is 11 Innocenzi Drive, Hamilton Township, New Jersey 08690, the developer/sponsor (the "Owner") of a residential low-income or moderate-income rental project (the "Project"):

WITNESSETH:

ARTICLE 1. CONSIDERATION

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

ARTICLE 2. DESCRIPTION OF PROPERTY

The Property consists of all of the land, and improvements thereon, that is located in the municipality of the Township of Hamilton, Block 2690, Lot 11.02 (Parcel A as designated in Hamilton Township Planning Board Minor Subdivision Application No. 11-01-015) on the Tax Map of the Township of Hamilton, County of Mercer.

ARTICLE 3. AFFORDABLE HOUSING COVENANTS

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other

contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.


**ARTICLE 4. REMEDIES FOR BREACH OF AFFORDABLE HOUSING COVENANTS**

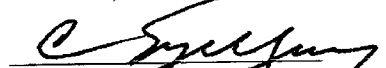
A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

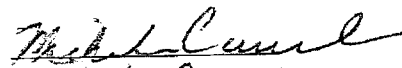
IN WITNESS WHEREOF, the Township of Hamilton, Mercer County, New Jersey and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

Owner  
Visitation Home, Inc.  
A New Jersey Not for Profit Corporation

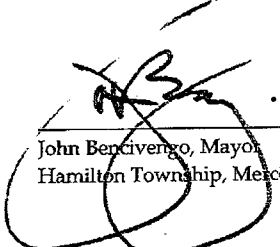
  
Denise Reil, Executive Director

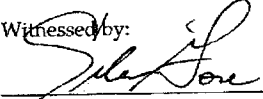
  
Cliff Mallam, Vice President

Attest as to Visitation Home Inc.:

  
Michale Cuiate  
Print or Type Name Below Signature



  
John Bencivengo, Mayor  
Hamilton Township, Mercer County, New Jersey

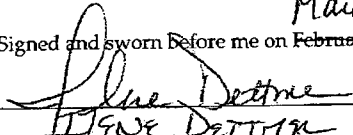
Witnessed by:  
  
Eileen Gore, Municipal Clerk  
Hamilton Township, Mercer County, New Jersey

STATE OF NEW JERSEY :  
ss.:  
COUNTY OF MERCER :

I certify that on <sup>March</sup> February 1, 2012, Michele Cuiule, Secretary, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

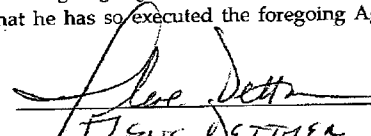
1. this person is the Secretary of Visitation Home, Inc., the corporation named in this document;
2. this person is attesting witness to the signing of this instrument by the proper corporate officers who are Denise Reil, Executive Director and Cliff Mallam, Vice President of the corporation;
3. the corporation has authorized the execution and delivery of this instrument in accordance with the terms of its Articles of Incorporation and Bylaws for good and valuable consideration; and.
4. this person knows the proper seal of the corporation which was affixed to this document; and
5. this person signed this proof to attest to the truth of these facts.

  
Michele Cuiule, Secretary

Signed and sworn before me on <sup>March</sup> February 1, 2012  
  
ILENE DETTNER  
A Notary Public of the State of New Jersey  
My Commission Expires 8/30/2012

STATE OF NEW JERSEY :  
ss.:  
COUNTY OF MERCER :

I certify that on <sup>March</sup> February 1, 2012, John Bencivengo, known and known to me to be the Mayor Hamilton Township, Mercer County, New Jersey, the Municipality identified as such in the foregoing Agreement, who states that he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein.

  
ILENE DETTNER  
A Notary Public of the State of New Jersey  
My Commission Expires 8/30/2012



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION (See Instructions, Page 2)**

Names(s)

Visitation Home Inc.

Current Resident Address:

Street: 11 Innocenzi Drive

City, Town, Post Office

Hamilton

State

NJ

Zip Code

08690

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

2690

Lot(s)

11.02

Qualifier

Street Address:

Yardville-Allentown Road

City, Town, Post Office

Hamilton

State

NJ

Zip Code

Seller's Percentage of Ownership

100%

Consideration

\$1.00

Closing Date

11/4/2001

**SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)**

1.  I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3.  I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6.  The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7.  The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).  
 No non-like kind property received.
8.  Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9.  The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10.  The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

6/15/2012  
Date

*[Handwritten Signature]*  
Signature

Attorney in Fact  
Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

DEED PLOTTING RECEIPT

June 26, 2012  
Date

No. 97808

TOWNSHIP OF HAMILTON, MERCER COUNTY, NEW JERSEY  
DIVISION OF ENGINEERING

2090 GREENWOOD AVE. • PO BOX 00150 • HAMILTON, NJ 08650-0150

Grantor Visitation Home, INC.

Grantee Visitation Home, INC.

Received of FORNARO FRANCISCO LLC

25.00  
FEE

Map 320

Section 2690

Lot 11.02

R.S. Williams

Township Engineer

By [Signature]

*as,  
Please handle.  
JY*

**TOWNSHIP OF HAMILTON  
DEPARTMENT OF LAW  
INTEROFFICE ADVISORY MEMORANDUM**

**TO:** Eileen A. Gore, RMC, CMC  
Municipal Clerk

**FROM:** Lindsay L. Burbage, Esquire  
Director, Department of Law

**DATE:** December 28, 2011

**SUBJECT:** Visitation Home, Inc.  
Mandatory Deed Restriction for Rental Projects  
Block 2690, P/O Lot 11.02  
Yardville-Allentown Road  
Ordinance No. 11-044

*LLB  
12-28-11*

Eileen:

Attached please find the original document listed below from Visitation Home, Inc. to the Township of Hamilton:

**Mandatory Deed Restriction for Rental Projects**

Approval of this document was authorized by Ordinance No. 11-044 passed by Hamilton Township Council on December 20, 2011.

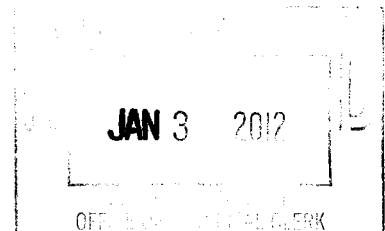
Please arrange to have this document recorded in the Mercer County Clerk's Office and plotted on the Township Tax Maps (if applicable). After the recorded document is returned to your office, please forward a copy of same to this office for transmittal to Visitation Home, Inc. Thereafter, it would be appreciated if you would retain this document in your files for permanent record.

Thank you. Please see me with any questions.

LLB:amb

attachments

W:\SHARED\MUNCLERK\RECORD.DOC\DeedRestriction.AfterAdopt.wpd



*"America's Favorite Hometown"*

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

YARDVILLE-AlLENTOWN ROAD, BLOCK 2690, LOT 11.02 (PARCEL A)  
HAMILTON TOWNSHIP, MERCER COUNTY, NEW JERSEY

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY  
WITH RESTRICTIONS ON RESALE AND REFINANCING**

To Rental Property  
With Covenants Restricting Rentals, Conveyance and Improvements  
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the ~~28~~ day of ~~November~~ <sup>December</sup> 2011 by and between Hamilton Township, Mercer County, New Jersey, a municipal corporation of the State of New Jersey, having its principal office at 2090 Greenwood Avenue, Hamilton, P.O. Box 150 New Jersey 08650-0150, and Visitation Home Inc., a New Jersey nonprofit corporation, whose address is 11 Innocenzi Drive, Hamilton Township, New Jersey 08690, the developer/sponsor (the "Owner") of a residential low-income or moderate-income rental project (the "Project"):

WITNESSETH:

ARTICLE 1. CONSIDERATION

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

ARTICLE 2. DESCRIPTION OF PROPERTY

The Property consists of all of the land, and improvements thereon, that is located in the municipality of the Township of Hamilton, Block 2690, Lot 11.02 (Parcel A as designated in Hamilton Township Planning Board Minor Subdivision Application No. 11-01-015) on the Tax Map of the Township of Hamilton, County of Mercer.

ARTICLE 3. AFFORDABLE HOUSING COVENANTS

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other

contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.


**ARTICLE 4. REMEDIES FOR BREACH OF AFFORDABLE HOUSING COVENANTS**

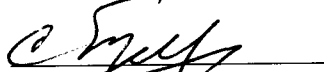
A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

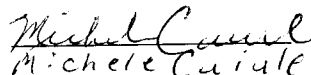
IN WITNESS WHEREOF, the Township of Hamilton, Mercer County, New Jersey and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

Owner  
Visitation Home, Inc.  
A New Jersey Not for Profit Corporation

  
Denise Reil, Executive Director

  
Cliff Mallam, Vice President

Attest as to Visitation Home Inc.:

  
Michele Caiale  
Print or Type Name Below Signature



48. VISITATION HOMES – 417 YARDVILLE-  
ALLENTOWN ROAD



# Visitation Home, Inc.

"Living Together as Family"

PO Box 11242 • Hamilton, NJ 08620

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December 20, 2018

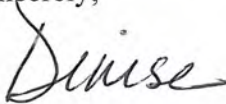
To Whom It May Concern:

This letter is to certify that Visitation Home, Inc. accepts only tenants who are considered to be low income. Our current residents' total monthly income ranges from \$728 - \$1,879. The source of this income is either Social Security and/or SSI Benefits.

Should you need additional information please feel free to contact me directly.

Have a beautiful day! Merry Christmas!

Sincerely,



Denise Reil  
Executive Director



**Home Investment Partnerships Program  
Consortium Agreement Between Mercer County  
And Visitation Home, Inc., Awarding  
An Affordable Housing Grant/Loan  
Totaling \$400,000.00**

**AGREEMENT**

THIS AGREEMENT is made this\_\_ day of \_\_\_\_\_, 2003 between the County of Mercer, a municipal corporation of the State of New Jersey, having its principal offices at McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068, hereinafter called the "County", and Visitation Home Inc., a New Jersey corporation, whose address is 11 Innocenzi Drive, Hamilton Township, New Jersey, 08690, hereinafter called "VH, Inc."

WHEREAS, VH, Inc., a certified Community Housing Development Organization (CHDO) requested a Mercer County Home Investment Partnerships Program Grant/Loan totaling four hundred thousand dollars (\$400,000.00), the proceeds of which will be used to purchase a 3,450 square foot two story house situated upon 4.8 +/- acres at 417 Yardville-Allentown Road, Hamilton Township, NJ 08620 (Block 2690, Lot 11); and,

WHEREAS, VH, Inc., will utilize the property for the provision of affordable housing thereby creating a five (5) unit single occupancy (SRO) residence for income eligible persons with or without developmental disabilities; and

WHEREAS, VH, Inc., has raised two hundred thousand dollars (\$200,000.00) which will be placed in a separate account solely dedicated to the renovation, maintenance, administration and mortgage payments of the above affordable housing until January 15, 2015 or until all funds have been properly expended; and,

WHEREAS, an HOME Investment Partnerships Program Consortium Agreement is necessary to set forth the terms under which the Mercer County HOME Program Grant/Loan in the amount of a three hundred thousand dollar (\$300,000.00) grant and a loan in the amount of one hundred thousand dollars (\$100,000.00) will be awarded;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties mutually promise, covenant and agree as follows:

1. The County shall award a HOME Investment Partnerships Program grant to VH, Inc., totaling three hundred thousand dollars (\$300,000.00) for the purchase of the above property. Said grant shall be secured with a mortgage payable to Mercer County upon the sale of said property.
2. The County shall award a HOME Investment Partnerships Program zero interest loan to VH, Inc., totaling one hundred thousand dollars (\$100,000.00) for the purchase of the above property. Said loan shall be secured with a mortgage. The balance of the zero interest loan, as secured with a mortgage, shall be payable to Mercer County upon the sale of said property.

3. The 10 year term, zero interest loan shall be paid annually to Mercer County. A

4. VH, Inc., agrees to deposit two hundred thousand dollars (\$200,000.00) in a separate account dedicated solely to the renovation, maintenance, administration and mortgage payments of the affordable housing residence located at 417 Yardville-Allentown Road, Hamilton Township, NJ 08620.

Said funds (\$200,000.00) shall remain available only to the affordable housing residence, as stated above, until January 15, 2015. After that, VH, Inc., may use the remaining balance of this account as they deem necessary.

5. The County Treasurer is authorized to issue drafts in accordance with items 1 and 2 above. Said funds to be utilized by VH, Inc., to purchase the house (3,450 sq. ft.) and property (4.8 +/- acres) located at 417 Yardville-Allentown Rd., Hamilton Township, NJ 08620.
6. The total cost for the acquisition of said property is four hundred thousand dollars as follows:

<u>Funding Source</u>	<u>Amount</u>
Mercer County HOME Program Grant	\$300,000.00
Mercer County HOME Program Loan	\$100,000.00
VH, Inc.	\$ 0.00

Said property (Block 2690, Lot 11) shall be deed restricted for a minimum period of twenty-five years (25) from the date of purchase. A copy of the deed shall be forwarded to the county by VH, Inc.

7. VH, Inc., agrees to all rules and regulations governing the HOME Investment Partnerships Program (24 CFR Part 92, 9/16/96 as amended) with emphasis on the following:

A. To maintain the affordability of the proposed units in the Project (the Units) for a minimum of twenty five (25) years from the completion of the construction Project in accordance with the following conditions:

(1) The rent for the Units must be the lesser of the fair market rent for existing housing comparable units in Mercer County as established by the Department of Housing and Urban Development ("HUD") per 24 CFR 888.111; or thirty percent (30%) of the adjusted income of a family whose gross income equals sixty-five percent (65%) of the median income for Mercer County as determined by HUD, subject to reductions or increases in this income ceiling as determined by HUD to be necessary because of area construction or rental costs. The maximum monthly rent must be reduced by a monthly allowance for any utilities and services

as a contribution toward rent excluding any federal or state rental subsidy provided on behalf of the family not more than thirty percent (30%) of the families monthly adjusted income or occupied by families whose annual incomes do not exceed fifty percent (50%) of the median family income for Mercer County, as determined by HUD with adjustments for smaller and larger families, subject to reductions or increases in this income ceiling as determined by HUD to be necessary because of area construction or rental costs, and bearing rents not greater than thirty percent (30%) of the gross income of the families.

(3) The remaining eighty percent (80%) of the Units shall be occupied only by families whose annual incomes do not exceed eighty percent (80%) of the median income for Mercer County, as determined by HUD to be necessary because of area construction and rental costs.

B. To ensure that the Units will remain affordable and in compliance with the income and rental cost requirements of this Agreement, the Property will be subject to deed restriction or covenants running with the land setting for the affordability requirement for not less than twenty five (25) years from the date of purchase.

C. VH, Inc., will verify that at least annually the income of every individual living at the residence is reviewed by the Section 8 Housing Assistance Department of the New Jersey Department of Community Affairs where appropriate.

D. VH, Inc., will comply with the project requirement in HUD Regulation 24 CFR 92, Subpart F, as applicable to the project.

E. The Units shall be maintained, at a minimum, in compliance with all applicable Housing Quality Standards and municipal housing code requirements during the term of this Agreement.

F. VH, Inc., will, in connection with the Project, comply with all federal laws and regulations described in 24, CFR 92, Subpart H, as applicable to the Project, except that PCV, LP, does not assume Mercer County's responsibilities for environmental review of the project set forth in 24 CFR Section 92.352 or the requirement for intergovernmental review set forth in 24 CFR Section 92.359.

G. VH, Inc., will comply with the tenant participant and protection requirements of 24 CFR Section 92.253 in connection with the leasing of the HOME Units.

H. VH, Inc., may make no request for disbursement of any funds under this Agreement until the funds are needed for payment of eligible costs. No request shall be for more than the amount needed to pay eligible costs.

I. VH, Inc., will maintain the following records for annual submission to Mercer County:

- (d) VH, Inc., will annually provide Mercer County with all income records that it has for tenants of the HOME Units and will assist Mercer County in obtaining income records for the tenants of the HOME Units maintained by the Section 8 Housing Assistance Department of the New Jersey Department of Community Affairs.
- J. In the event that VH, Inc., breaches any of the terms of this Agreement, the Grant shall be promptly repaid to Mercer County in full.
1. The Grant/Loan is strictly contingent upon VH, Inc., assurance that any existing or future contracts with vendors and/or contractors relative to the Project outlined herein incorporate all applicable federal regulations. VH, Inc., shall hold and save Mercer County harmless from any breach of said regulations by VH, Inc., its contractors, agents, servants and employees. The foregoing list includes independent contractors.
  2. VH, Inc., agrees to complete acquisition of the Project within three (3) months of the date of this Agreement. Failure to maintain this schedule may result in the repayment of all HOME Program Funds as determined by the County.
  3. VH, Inc., agrees to include as part of its annual audit of various VH, Inc., projects, an audit of the Grant funds received and disbursed during the preceding fiscal year, pertaining to the Project. A statement containing the results of this general audit, including audit information for the project, is to be submitted to Mercer County within one hundred days of December 31 of every year during the period this Agreement is in effect. In addition, VH, Inc., shall comply with standards for Grantees Financial Management Systems and Audit Requirement for State and Local Governments (OMB Circular A-133) which are incorporated by reference.
  4. Should the County determine that any payments made to VH, Inc., were not used for eligible expenses as established by the Act and the applicable regulations, said payment or portions thereof shall be refunded to the County.
  5. The County shall have the right annually to review all financial records maintained by VH, Inc., in relation to the Project, at a reasonable time and on reasonable notice to VH, Inc.,. If just cause exists, the County shall have the right to review VH, Inc., financial records for the Project on other occasions, at reasonable times and on reasonable notice to VH, Inc.
  6. All purchases made by VH, Inc., shall conform with OMB Circular A-133 Procurement Standards, which are incorporated into this Agreement<sup>1004</sup> by reference.

9. The obligations of Mercer County Home Program Grant/Loan are subject to the appropriation and availability of sufficient Home Program funds as determined by the County.
10. VH, Inc., shall indemnify and hold and save the County, its officials, agents and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages sustained by persons or property resulting on whole or in part from the negligent performance or omissions of any employee, agent or representative of said VH, Inc., in connection with the Project.
11. VH, Inc., shall not assign any interest in this Agreement without the prior written consent of the County.
12. The County may suspend, withhold or terminate payment of said Grant/Loan in whole or in part for the following reasons:
  - a. Improper use of funds.
  - b. Failure to comply with all the terms and conditions of this Agreement.
  - c. Failure to comply with all conditions imposed by HUD.
  - d. If the carrying out of the terms of this Agreement is determined impossible for any reason including changes in federal law or the unavailability of Home Investment Partnerships funds from HUD which are necessary for the Project.
13. At a minimum, VH, Inc., shall comply with all applicable federal law and regulations, including, but not limited to:
  - Executive Order 11063
  - Executive Order 11593
  - Federal Labor Standards Provisions
  - The Civil Rights Act of 1964
  - Title 8 of the Civil Rights Act of 1968
  - National Environmental Policy Act of 1969
  - Flood Disaster Protection Act of 1973(PL 93-234)
  - HUD Lead-Based Paint Poisoning Prevention of 1974
  - Clean Air Act, as amended, 42 USC 1857, et seq.
  - Archaeological and Historic Preservation Act of 1974
  - Architectural Barrier Act of 1968
  - Hatch Act
  - Federal Water Pollution Control Act, as amended, 33 USC 1251, et seq.
  - National Flood Insurance Program

14. Title II of the American Disabilities Act (ADA) requires that all programs, services and activities, which are contracted out by a governmental entity, must be accessible to a person with disabilities. VH, Inc., will comply with the provisions of Title II of the ADA. VH, Inc., will submit a written plan

15. VH, Inc., shall submit to the County progress reports no less than annually in a form and number acceptable to the County upon request.
16. VH, Inc., will indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses, and liability (including statutory, liability and liability under Workers Compensation laws) in connection with claims for damages as result of injury or death of any person or property damage to any property sustained by VH, Inc., and all other persons which arise from or on any manner grow out of any act or neglect on or about the said premises by VH, Inc., or their partners, agents, employees, customers, invitee, contractors, subcontractors, and vendors. This indemnification clause shall also include any and all claims and cost of same against the County, involving environmental impairment.
17. VH, Inc., covenants and agrees that prior to the beginning of this operation, it will produce and deliver to the County certificates of insurance written with an insurance company currently admitted in New Jersey, insuring the contractor and stating that the County of Mercer is and "ADDITIONAL NAMED INSURED WITH RESPECT ONLY TO LIABILITY COVERAGE AFFORDED BY THE POLICY", insuring against Bodily Injury and Property Damages in the amount of \$1,000,000 combined single limit.  
  
Said liability insurance shall be the Comprehensive General Liability form including Premises Operations, and including Independent Contractors, Explosion, Collapse and Underground Hazard, Broad Form Property Damage and Blanket Contractual.  
  
A certification of insurance for Workers Compensations shall also be provided to the County.
18. County, in concert with VH, Inc., shall adopt affirmative marketing procedures and requirements, consisting of actions to provide information and attract eligible persons from all racial, ethnic and gender groups in the housing market and the project area.
19. VH, Inc., acting in concert with County, will determine the environmental effects of the project in accordance with the provisions of the National Environmental Policy Act of 1969, and report the same to the County as required.

20. The administrative and implementation of this Agreement shall be in strict accordance with all rules and regulations which govern the Home Investment Partnerships Program - Final Rule - 24 CFR Part 92 dated September 16, 1996 and shall take precedent over any and all conflicts contained within this Agreement. Home Investment Partnerships Program rules and regulations are herein incorporated and made a part of this Agreement by reference.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their proper corporate officers the day and year first above written.

ATTEST:

COUNTY OF MERCER

\_\_\_\_\_

By: \_\_\_\_\_  
Robert D. Prunetti  
County Executive

ATTEST:

VISITATION HOME, INC.

  
\_\_\_\_\_

By:   
\_\_\_\_\_ Executive Director



**VISITATION HOME, INC.**

**AFFIRMATIVE ACTION PLAN**

A Statement of Policy

Equal employment opportunity for all and recruitment and participation of volunteers, regardless of race, creed, color, sex, ethnic origin, age or a mental or physical disability which does not materially interfere with performance of the job is fundamental policy of VH, Inc., VH, Inc., considers equal employment opportunity and volunteer recruitment and participation a social, moral, and economic necessity.

VH, Inc., recognizes that its equal employment and volunteer recruitment and participation policy requires special Affirmative Action throughout VH, Inc., services.

VH, Inc., further recognizes that Affirmative Action is representative of equal employment and volunteer recruitment, and participation cannot be merely a "neutral" policy, but that it requires new goal setting procedures similar to other major agency programs and functions. Accountability for goal achievement is established to assure that Affirmative Action shares equal importance with other goals of VH, Inc.

Affirmative Action affects all employment practices and conditions including (but not limited to) recruiting, hiring, transfer, promotions, training, compensation, benefits, layoffs, and separations. It will also affect all recruitment, participation and utilization of volunteers in VH, Inc., program functions.

Responsibility for the ongoing implementation of VH, Inc., Affirmative Action Program is assigned to the President and the Executive Director. Ultimate responsibility for the implementation of the Affirmative Action Program rests with the Board of Directors of VH, Inc..

All management personnel, whether volunteers or employees, share in this responsibility and are assigned specific tasks as needed to fully implement Affirmative Action. Performance of other agency goals and objectives.

A volunteer or employee of VH, Inc., must be willing to subscribe to this fundamental statement of policy.

**IMPLEMENTATION**

The Affirmative Action Policy will be communicated to all relevant public and audiences within and outside VH, Inc.

Examples are:

1. The Policy will be included in staff personnel policies and practices and in appropriate manuals and job descriptions for volunteers.
2. A copy of the policy will be issued to every employee and to volunteer members of standing committees.
3. The policy will be thoroughly discussed in employee orientation, in appropriate staff meetings, and in volunteer standing committee meetings to ensure its understanding by all.
4. All sources of recruitment will be informed of the equal employment of volunteers and staff, stipulating that they actively recruit and refer women, minority and disabled candidates for all positions listed.
5. All employment advertising will carry the statement: "Equal Opportunity Employer".

B. The Affirmative Action representatives for VH, Inc., will be the President and Executive Director. Incumbents of these positions will be made aware of all the components of their responsibility at the time they assume the position.

C. Specific programs to eliminate discriminatory barriers will be included (but not limited to):

1. Analyzing and reviewing recruitment procedures for each job category or volunteer position to identify and eliminate discriminatory barriers.
2. Those serving as job applicant interviewers or as recruiters of volunteers will be instructed to use objective employment standards.
3. Identifying actual tasks performed for each volunteer and staff position to be certain that job descriptions and recruitment standards match the actual tasks.
4. Reviewing all practices - both formal and informal - affecting employee or volunteer practices related to assignment, transfers, promotion and training for jobs at all levels.
5. Instituting formal grievance procedures to eliminate disparate effects on minorities and females for layoffs, recall, discharge, demotion, disciplinary action.

## GRIEVANCE PROCESS

Grievance procedures relating to Affirmative Action shall be subject to the grievance procedures as stated in our personnel policies.

Recognizing that Affirmative Action in Equal Employment Opportunity and Equal Volunteer Representation is fundamental policy of VH, Inc., the above Affirmative Action Policy, was approved by the Board of VH, Inc.

1009

Attest

Visitation Home, Inc.



**INSTR # 2018023221**  
 D BK 6328 PG 1909 Pgs 1909 - 1911; (3 pgs)  
 RECORDED 06/01/2018 03:26:12 PM  
 PAULA SOLLAMI COVELLO, COUNTY CLERK  
 MERCER COUNTY, NEW JERSEY



Mercer County Clerk  
 Paula Sollami Covello  
 PO Box 8068  
 240 West State Street  
 6<sup>th</sup> Floor  
 Trenton, NJ 08650

Official Use Only - Realty Transfer Fee

Date of Document	April 26, 2018	Type of Document	Deed
First Party Name	Affordable Housing Deed Trust Township of Hamilton	Second Party Name	Visitation Home
Additional Parties			

THE FOLLOWING SECTION IS **REQUIRED** FOR DEEDS ONLY  
**BUT SUGGESTED** FOR ALL DOCUMENTS

Lot	11	Block	2690
Municipality	Township of Hamilton	Consideration	
Mailing Address of Grantee 417 Yardville-Allentown Road Hamilton, NJ 08620			

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	5830	Original Page	121, 120
---------------	------	---------------	----------

DDM 3P Chg #9



Clerk  
Office  
5/23/18

Mercer County Clerk  
Paula Sollami Covello  
PO Box 8068  
240 West State Street  
6<sup>th</sup> Floor  
Trenton NJ 08650

Official Use Only – Realty Transfer Fee

Date of Document April 26, 2018      Type of Document Deed

First Party Name Township of Hamilton      Second Party Name Visitation Home

Additional Parties

THE FOLLOWING SECTION IS **REQUIRED** FOR DEEDS ONLY  
**BUT SUGGESTED FOR ALL DOCUMENTS**

Lot 11	Block 2690
Municipality Township of Hamilton	Consideration
Mailing Address of Grantee 417 Yardville-Allentown Road Hamilton, NJ 08620	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES,  
SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book 5830	Original Page 121
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AMENDED AFFORDABLE HOUSING DEED RESTRICTION

WHEREAS, on September 3, 2003, Visitation Home, Inc. ("the Borrower") executed a Affordable Housing Deed Restriction ("the Deed Restriction"). Such Deed Restriction was recorded in the Mercer County Clerk's Office in Vol. 5830, Pg. 121; and

WHEREAS, the property to which the Deed Restriction is subject is Block 2690, Lot 11, known by its street address as 417 Yardville-Allentown Road; and

WHEREAS, paragraph 2 of such Deed Restriction provides that it will remain in effect for 25 years from the date of execution of the Deed Restriction.


Visitation Home hereby changes the period during which the Deed Restriction remains in effect from 25 to 30 years. The 30 year period shall run from the date of execution of the original Affordable Housing Deed Restriction.

Visitation Home Inc.

Dated: 4-26-18

By: Denise Reist

Attest:

  
**MARGARET ANN LYMAN**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires Nov. 14, 2021

  
Michael Leuthy, Treasurer

APPROVED AS TO FORM AND LEGALITY

FACTUAL CONTENTS CERTIFIED TO BY

[Signature]  
TOWNSHIP ATTORNEY

[Signature]  
TITLE

**RESOLUTION AUTHORIZING APPLICATION TO VISITATION HOMES TO SUPPORT RENOVATIONS AT VH1 AND VH2 TO SUPPORT CONSTRUCTION OF NEW HOMES VH3 (\$360,000.00)**

WHEREAS, Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 20, 2005; and

WHEREAS, the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-30-1 et. seq.) and the COAH'S Third Round Substantive Rules (N.J.A.C. 5:94-1 et seq.); and

WHEREAS, Visitation Homes (VH), a New Jersey non-profit corporation had previously developed 10 units of special needs affordable housing in Hamilton Township at VH1 (417 Yardville-Allentown Road) and at VH2 (355 Yardville-Allentown Road); and

WHEREAS, Mayor John F. Bencivengo and the Council of Hamilton wishes to allocate \$360,000.00 from the Township's Affordable Housing Trust Fund to Visitation Homes for the proposed development project of Visitation Homes 3 (VH3) in the amount of \$300,000, which will be a new eight (8) unit special need affordable housing project on Yardville-Allentown Road and for rehabilitation purposes for VH1 (\$30,000) and VH2 (\$30,000) also on Yardville-Allentown Road; and

WHEREAS, this allocation is subject to COAH approval of the creditworthiness of VH1, VH2 and VH3; and

WHEREAS, if the VH1, VH2 and VH3 units are not kept as affordable units for thirty (30) years and in accordance with CPAH rules, the \$360,000.00 allocation shall be returned to the Township of Hamilton, with the deed being restricted accordingly; and

WHEREAS, it is in the best interest of the citizens of the Township of Hamilton to proceed with this commitment to Visitation Homes;

NOW, THEREFORE, BE IT RESOLVED that, subject to COAH's express approval, the proper municipal officials be and hereby are authorized to allocate \$360,000.00 from the Township's Affordable Housing Trust Fund to Visitation Homes for the development of VH1, VH2 and VH3.

ADOPTED BY COUNCIL ON

July 20, 2010

DATE

[Signature]  
PRESIDENT

[Signature]  
MUNICIPAL CLERK

COUNCIL	RECORD OF VOTE					
	AYE	NAY	N.V.	A.B.	RES.	SEC.
KEVIN MEARA	/				/	/
DENNIS PONE	/					/
KELLY YAEDE	/					
EDWARD GORE	/					
DAVID KENNY	/					
X - Indicates Vote    A.B. - Absent    N.V. - Not Voting    RES. - Moved    SEC. - Seconded						

10 305

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## 49.VOCA

See 2004 COAH Compliance Report for evidence of eligibility for credit.



# 50.2004 COAH COMPLIANCE REPORT

**COAH COMPLIANCE REPORT  
HAMILTON TOWNSHIP, MERCER COUNTY  
Region # 4  
September 18, 2004  
Kate Butler, P.P., AICP, Principal Planner**

**I. INTRODUCTION**

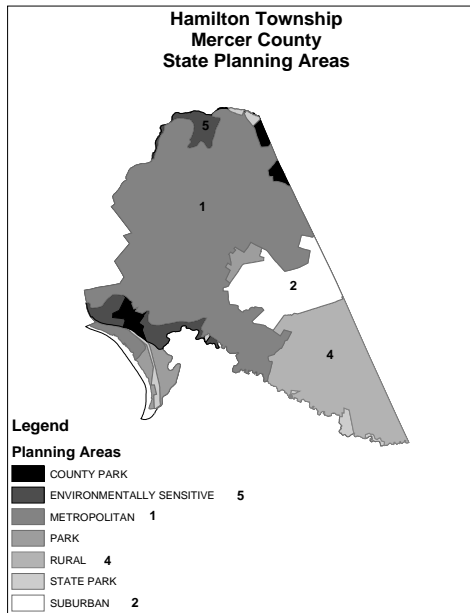
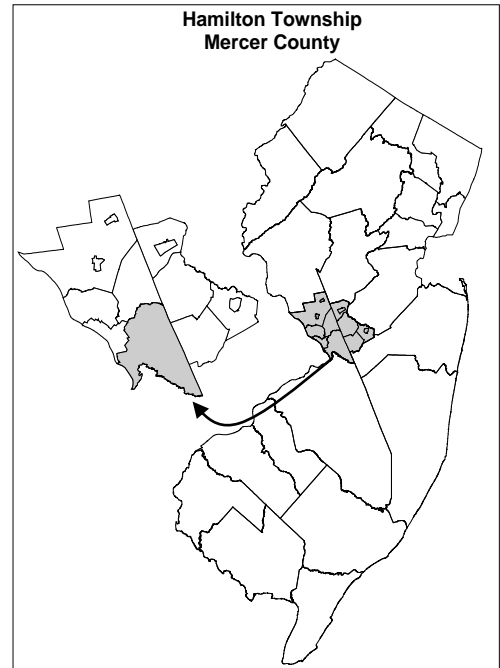
Hamilton Township is located in the southwestern portion of Mercer County. This 40-square mile community is located in Planning Areas 1, 2, 4, 5 and parkland according to the New Jersey State Planning Commission's State Plan Policy Map. Adjacent municipalities include Trenton to the West, Washington Township to the East, Lawrence Township to the North and Bordentown City to the South. Major roads traversing the Township are the New Jersey Turnpike and U.S. Route 195.

On August 12, 1999 Hamilton Township's Planning Board approved a Housing Element and Fair Share Plan. The Township's governing body endorsed this plan on September 7, 1999, requesting that the Council on Affordable Housing (COAH) review the plan and grant

substantive certification. COAH received this petition

on September 8, 1999. Hamilton published notice of this petition in the Trenton Times on September 19, 1999 and COAH received no objections to the Township's affordable housing plan during the 45-day objector period ending November 3, 1999.

This Fair Share Plan addresses Hamilton's 1987-1999 cumulative obligation of 1,060 affordable housing



units, consisting of 355 rehabilitation units and 705 new construction units. The plan includes prior cycle credits, new construction credits, a regional contribution agreement (RCA), inclusionary zoning, infill projects, age-restricted rental units, family rental units, alternative living arrangements, rental bonus credits, a substantial compliance reduction, rehabilitation credits and a rehabilitation program. Hamilton has removed an undeveloped project, Town Center, from its second round plan. The Township remains the owner of this 53-acre, certified first round affordable housing site. This site was slated for development of 180 market-rate housing units and 45 affordable housing units. The Township itself received preliminary development approvals for this site. No development is expected on this site in the near future.

The proposed Credits Without Controls program is included in the Township's request for prior cycle credits and will address a portion of Hamilton's new construction obligation. This five-step process was completed in May of 2002. At that time, final review of the Township's plan began. COAH staff performed a site visit on October 28, 2002 and released a Report Requesting Additional Information dated December 11, 2002. Since the release of that report, all additional information items have been submitted to COAH staff. As Hamilton petitioned COAH for second round substantive certification before June 6, 2000, the Township may receive certification for a period of six years.

## **II. BACKGROUND**

On February 17, 1987 Hamilton Township filed a Housing Element and Fair Share Plan that addressed its first round, 1987–1993, affordable housing obligation of 999 units, consisting of 299 new construction units and 700 rehabilitation units. Prior to Hamilton's conversion of this filing into a petition, Parker Partners sued the Township in Superior Court for exclusionary zoning on March 6, 1991. The Court transferred this case to COAH on June 14, 1991 for review and mediation. The Township subsequently re-petitioned for certification with a plan that included changes arrived at through mediation and Hamilton received substantive certification of this plan on July 7, 1993. On April 12, 1995, COAH approved the Township's request to retain development fees imposed prior to December 13, 1990 per N.J.A.C. 5:91-15 and on August 2, 1995, COAH approved the Township's mandatory development fee ordinance.

Hamilton's first round certified plan of July 1993 addressed the Township's new construction obligation of 299 units with a 69-unit RCA, 80 prior cycle credits, 18 family infill for-sale units in the "Town Center" municipal construction project, a 72-unit non-profit rental project of 36 family units and 36 age-restricted units, that also provided 14 rental bonus credits, 45 family for-sale units in a municipal construction project and zoning on two sites to produce nine affordable housing units. Hamilton's first round plan resulted in a surplus of six new construction units.

Hamilton was granted an amendment to its first round certified plan on March 4, 1998 enabling the Township to reduce the number of infill units from 18 to 13 and reduce the 72-unit project to 70 rental units including 58 age-restricted units and 12 family units. This project was then eligible for an increase in rental bonus credits from 14 to 19, based on Hamilton's first round rental obligation of 22 units. Hamilton's amended plan of 1998 consisted of a new construction obligation of 299 units addressed through 80 prior cycle credits, 69 RCA units, 13 family infill for-sale units, 45 family for-sale units at a municipal construction project, 58 age-restricted rental units eligible for seven rental bonus credits, 12 family rental units eligible for 12 rental bonus credits and zoning for nine affordable housing units. This plan provided 305 new construction units and a surplus of six new construction units.

### **III. HOUSING ELEMENT / FAIR SHARE PLAN**

#### **A. DEMOGRAPHIC ANALYSIS**

Hamilton's petition of 1999 included data on its housing inventory and an analysis of 1990 Census data. According to the 1990 Census, Hamilton had 86,553 residents occupying 33,457 housing units – a 12.7 percent increase since 1980. By 1990, the median household value was \$134,000 and the median rent was \$591 per month. The median household income was \$42,173. Sixty-four percent of the housing stock was single-family detached units and 74 percent of these units were owner occupied. Hamilton has provided sufficient data regarding its housing stock, the age and condition of the housing stock, values, occupancy characteristics, types, projection of housing stock, demographics, household size and income, and employment

data as per N.J.A.C. 5:93-5.1(b). A COAH staff review of the 2000 Census data shows that by the year 2000, Hamilton's population had grown to 87,109 persons in 34,535 housing units. By 2000, the median value of housing units was \$136,700, the median monthly contract rent was \$739 and the median household income had risen to \$57,110.

## **B. CREDITS / REDUCTIONS / ADJUSTMENTS**

COAH credits represent units that have been built, created or rehabilitated. Reductions represent units that have been included in a previously certified affordable housing plan as zoning for low- and moderate-income housing. Adjustments reflect the application of COAH regulations that reduce a municipality's affordable housing obligation based on other limitations and/or methodological corrections.

### **1. Credits**

#### **a. Rehabilitation Credits**

Pursuant to N.J.A.C. 5:93-3.4, municipalities may receive credit for the rehabilitation of substandard low- and moderate-income housing units completed subsequent to April 1, 1990. Hamilton's second round rehabilitation obligation is 355 units. During initial review of this Fair Share Plan, COAH became aware that although the Township had completed 265 units of rehabilitation, none of the units were restricted with six or 10-year liens, pursuant to N.J.A.C. 5:93-5.2(g). In March of 2000, COAH granted the Township a waiver of COAH's rules on lien documentation and municipal controls on affordability and permitted the Township to receive credit for 206 rehabilitated units. In all cases, homeowners were income-qualified, hard costs averaged more than \$8,000, at least one major system was rehabilitated and units originally below code were raised to code standard. Hamilton's remaining rehabilitation obligation is 149 units. **[206 rehabilitation credits]**

#### **b. Prior Cycle Credits, New Construction**

Pursuant to N.J.A.C. 5:93-3.2, municipalities may receive credit for units constructed between April 1, 1980 and December 15, 1986, provided that the units are occupied by low- or moderate-income households and that the required controls on affordability are in place. Hamilton is eligible for 137 prior cycle credits.

Society Hill II, Hovnanian Family, For-sale

This project consists of 800 total units, including 80 affordable housing units. It was completed in 1981 and received first round COAH credit. Hamilton's Housing Officer is the project's administrative agent. **[80 Units]**

Credits Without Controls

In a report dated May 10, 2002, which is attached as Exhibit A, COAH granted Hamilton 45 Prior Cycle Credits for its Credits Without Controls survey. **[45 Credits Without Controls]**

Group Homes Prior to 1986

<u>Location</u>	<u>C.O. Date</u>	<u>#Bedrooms</u>	<u>Sponsor</u>
Route 156	2/08/83	6	Assoc. for Retarded Citizens (ARC)
Cedar Lane	10/16/81	6	Assoc. for Retarded Citizens (ARC)

The Mercer ARC is the Administrative agent for these units. **[12 bedrooms]**

**c. Post-1986 Credits, New construction**

Pursuant to N.J.A.C. 5:93-3.3, municipalities may receive credits and rental bonus credits for eligible housing activity completed subsequent to December 15, 1986. Hamilton is eligible for 206 post-1986 new construction credits.

Infill For-Sale units

This 13-unit affordable for-sale infill project with Capstone Corporation was completed in 1999. These units were scattered throughout the city on Wilfred Avenue, Third Avenue, Parkinson Avenue, East State Street, Johnston Avenue and Clover Avenue. The Housing Affordability Service (HAS) of DCA performs ongoing administrative duties. This project was approved as part of Hamilton's first round Housing Element and deed restriction requirements were for 20 years. COAH has received copies of the appropriate deed restrictions for these units. **[13 family for-sale units]**

Vintage Court, For-Sale units

This inclusionary development of 25 family for-sale units included six affordable family for-sale units at Block 500, Lot 4. Portions of this project were completed and received certificates of occupancy as early as 1997. The remainder was completed by 2003. 20-year deed restriction have been applied to these units as required by Hamilton's certified first round plan and N.J.A.C. 5:92-12.1. Hamilton's Housing Officer is the administrative agent. **[6 family for-sale units]**

Project Freedom, Family Rental units

The non-profit entity Project Freedom developed, and currently manages, this 48-unit independent living facility located on Kuser Road. These family rental units received certificates of occupancy in January 2002 and are eligible for 48 rental credits and 48 rental bonus credits. This project is deed restricted for 30 years and was funded through the Federal Low-Income Housing Tax credit program (LIHTC) and through the New Jersey Department of Community Affairs (DCA). **[48 family rentals]**

McCorristan Square Rental units, 12 family and 58 age-restricted

Pennrose Properties Inc., developed and currently manages this 70-unit rental project known as McCorristan Square, located on Leonard Avenue. This project received a certificate of occupancy on May 31, 2000 and is deed restricted for 30 years through its funding sources, LIHTC and DCA. This development contains 58 age-restricted rental units now eligible for 19 rental bonus credits as a result of the second round increase in Hamilton's rental obligation, and 12 family rental units, which are eligible for 12 rental bonus credits. **[70 rental units]**

Rental Bonus Credits

Hamilton is eligible to receive a total of 96 rental bonuses, including 48 rental bonus credits for 48 family rental units at Project Freedom, 19 rental bonus credits for 58 age-restricted units at McCorristan, 12 rental bonus credits for 12 family units at McCorristan Square and 17 rental bonuses for the 17 bedrooms in the five alternative living arrangement facilities discussed below. **[96 rental bonus credits]**

Regional Contribution Agreement (RCA)

Hamilton completed the transfer of \$793,500 per a 1993 RCA contract with Trenton whereby Hamilton transferred 69 units of its affordable housing obligation to Trenton at a cost of \$11,500 per unit. Hamilton acquired these funds as partial settlement from the original first round exclusionary zoning case with Parker Partners. These funds were utilized by Trenton for scattered site rehabilitation and new construction. **[69 RCA units]**

**d. Inclusionary Zoning**

Friedman / Gershan

Hamilton continues to include a previously certified site [Friedman/Gershan, zoned Apartment/Townhouse Zone (A/T)] in its Fair Share Plan. This 1.4-acre site at Block 500, Lots 65 & 88 is zoned at 10 units to the acre *without* a 20 percent set-aside, but the municipality expects it to yield three affordable units. The site has access to both sewer and water service, is in Planning Area 1 and is amongst the few remaining parcels in the Township that are developable for rental housing. The Township never amended the zoning on this site after it received first round substantive certification. This amendment would have required a 20 percent set-aside. According to COAH's criteria in N.J.A.C. 5:93-5.3, this site is available, developable, suitable, and approvable. There has been no development at the site and without a developer's agreement, or mandatory zoning, the site does not meet COAH's definition of "realistic opportunity". Hamilton requests that the site remain in its plan. **[Zero reductions]**

**e. Alternative Living Arrangements**

Group Homes

Hamilton requests credit, and rental bonus credits, for alternative living arrangements within the municipality. The New Jersey Department of Human Services confirmed that development of these was funded through the State of New Jersey and the alternative living arrangements have ongoing programmatic contracts meeting COAH criteria. The project sponsors act as the COAH administrative agent for these 17 alternative living arrangement bedrooms eligible for 17 credits and 17 rental bonus credits.



<u>Location</u>	<u>C.O. Date</u>	<u># Bedroom</u>	<u>Sponsor</u>
Gallavan Way	1.14.98	4	Enable, Inc.
Flock Road	7.02.96	3	Enable, Inc.
McAdoo Avenue	12.22.97	4	Options, Inc.
Bainbridge Court	12.23.87	3	Center for Innovation Family Achievement
Archer Street	8.04.99	3	VOCA

**[17 bedrooms]**

**2. Reductions**

**a. Substantial Compliance**

When calculating a substantial compliance reduction, pursuant to N.J.A.C. 5:93-3.6, COAH considers a reduction in a municipality’s remaining, second round new construction obligation if the municipality has actually created a specified portion of the affordable housing units included in its first round substantively certified plan within the period of substantive certification, which was from July 1993 to July 1999. Hamilton’s amended first round plan called for 137 affordable units to be built and Hamilton actually created 89 units.

In-fill project	Family, for sale units	13	built
McCorristan Square (previously known as Freedom II Complex)	Family rental units	12	built
	Age-restricted rental units	58	built
Vintage Court		6	built
Town Center		45	not built
Freidman / Gershan		3	not built

Hamilton completed 89 units of the 137 units of affordable housing slated for development in the Township’s first round certified plan. As Hamilton has completed 65 percent of its first round inclusionary development per N.J.A.C. 5:93-3.6, it is not eligible for a reduction to its post crediting, second round inclusionary development obligation of 261 units. Hamilton’s remaining new construction obligation is 261 units. **[Zero-unit substantial compliance reduction]**

### 3. Adjustments

Hamilton’s Housing Element and Fair Share Plan does not include any adjustments to its COAH-determined affordable housing obligation. **[zero adjustments]**

### 4. Summary of Credits, Reductions and Bonuses

The following table summarizes Hamilton’s credits and reductions:

	Rehabilitation Component		New Construction Component		Total	
	Obligation:	355	705	1,060		
<i>Credits and Reductions</i>	Plan	Eligible	Plan	Eligible	Plan	Eligible
<b>Rehabilitation</b> (N.J.A.C. 5:93-3.4)	369	206				206
<b>Prior Cycle Credits</b> (N.J.A.C. 5:93-3.2)						
Credits Without Controls			NA	45	NA	45
Inclusionary Family For-Sale units			80	80	80	80
Group Homes before 1986			12	12	12	12
<b>New Construction</b> (N.J.A.C. 5:93-5.3)						
For-sale						
Infill Family units			13	13	13	13
Vintage Court			6	6	6	6
Freidman/ Gershan			3	0	3	0
RCA – Trenton (N.J.A.C. 5:93-6)			69	69	69	69
<b>Rental Units</b> (N.J.A.C. 5:93-5.15)						
Project Freedom, family units			48	48	48	48
McCorristan Square						
Age-restricted units			58	58	58	58
Family units			12	12	12	12
Alt. Living Arr. (N.J.A.C. 5:93-5.8)						
17 bedrooms			17	17	17	17
<b>Rental Bonuses</b> (N.J.A.C.5:93-5.15(d))						
Alternative Living Arrangements			17	17	17	17
Project Freedom family units			48	48	48	48
McCorristan family units			12	12	12	12
McCorristan age-restricted units			7	19	7	19
<b>Total–Credits and Bonuses</b>		<b>206</b>		<b>456</b>		<b>662</b>
<b>Substantial Compliance Reduction</b> (N.J.A.C. 5:93-3.6)			54	0	54	0
<b>Remaining Obligation</b>		<b>149</b>		<b>249</b>		<b>398</b>

### **C. REMAINING FAIR SHARE OBLIGATION**

Hamilton’s cumulative second-round obligation of 1,060 units consists of 355 rehabilitation units and 705 new construction units. Credits and reductions reduce this obligation by 137 prior cycle credits, 254 new construction credits, 206 rehabilitation credits, 17 alternative living arrangements and 96 rental bonuses. The Township’s remaining obligation is 398 units consisting of 149 rehabilitation units and 249 new construction units. The Township proposes to address this remaining obligation with a 239-unit RCA with Trenton, five bedroom credits and five rental bonus credits at an alternative living arrangement and a 149-unit ongoing rehabilitation program.

#### **1. Rehabilitation Component**

##### **a. Ongoing Rehabilitation Program**

Hamilton is a direct recipient of Federal Community Development Block Grant funds and proposes to rehabilitate at least 50 units per year during the six years of its substantive certification. Hamilton has submitted a rehabilitation program manual that meets COAH criteria at N.J.A.C. 5:93-5.2. Pursuant to N.J.A.C. 5:93-9.2(c) and (d), Hamilton must ensure that the appropriate controls on affordability are applied to rehabilitated units, six years for owner occupied units and 10 years for renter occupied units. In accordance with N.J.A.C. 5:93-5.2(h), Hamilton must ensure that rehabilitation funds are available according to the following schedule:

<b>Deadline</b>	<b>Funding</b>	<b>Units</b>
1 year after certification	\$ 500,000	50
2 years after certification	\$300,000	30
3 years after certification	\$300,000	30
4 years after certification	\$200,000	20
5 years after certification	\$190,000	19
<b>Total</b>	<b>\$1,490,000</b>	<b>149</b>

**[149-unit rehabilitation program]**

## **2. New Construction Component**

### **a. Alternative Living Arrangements**

#### *Veteran's Center*

Hamilton has requested credit for a five-bedroom alternative living arrangement known as the Mercer County Veteran's Center on Hamilton Avenue. This group home for veterans is non-age-restricted, was completed in January of 2000 and carries an appropriate deed restriction from HOME Investment, a Federal program of the Department of Housing and Urban Development (HUD) and Mercer County Development funding. Litigation delayed occupancy until this year.  
**[5 Bedrooms]**

### **c. Rental Bonus Credits**

Hamilton is eligible for five rental bonus credits for five bedrooms at the Veteran's alternative living arrangement. **[5 rental bonus credits]**

### **d. RCA with Trenton**

Hamilton proposes a second RCA with Trenton for 239 units at a cost of \$20,000 per unit for a total of \$4,780,000. The Township proposes to utilize any current and future development fees to pay for these transfers and provided a resolution of intent to bond to cover any shortfall in funding for these RCA units. The RCA with the City of Trenton is reviewed in a separate report.

**[239-unit RCA]**

## **D. RENTAL OBLIGATION**

Per N.J.A.C. 5.93-5.15(a), every municipality has an obligation to provide a realistic opportunity for the development of rental units. Hamilton's affordable housing rental obligation is equal to 25 percent of its new construction obligation, according to the following formula:

.25 (precredited need – prior cycle credits – the 20 percent cap – the 1,000-unit limit – the rehabilitation component)

.25 (1060 – 137 – 0 – 0 – 355)

.25 (568) = 142 units

Hamilton has addressed its 142-unit rental obligation with 58 age-restricted rental units and 12 family rental units at McCorristan Square, 34 alternative living arrangement bedroom credits and 48 family rentals at Project Freedom.

#### **E. RENTAL BONUS CREDITS**

A municipality is eligible for rental bonus credits, per N.J.A.C. 5:93-5.15(d), based on the number of units in its rental obligation. For Hamilton Township this is 142 units. Hamilton is eligible to receive a total of 96 rental bonuses, including 48 rental bonus credits for 48 family rental units at Project Freedom, 19 rental bonus credits for 58 age-restricted at McCorristan Square, 12 rental bonuses for 12 family units at McCorristan Square and 17 rental bonuses for the 17 bedrooms in five alternative living arrangements.

#### **F. AGE-RESTRICTED DEVELOPMENT**

Pursuant to N.J.A.C. 5:93-6.1(b)1, Hamilton may age-restrict 25 percent of its obligation based on the following formula:

$$\begin{aligned} &.25 (\text{precredited need} - \text{prior cycle credits} - \text{rehabilitation component} - \\ &\quad \text{transferred or proposed RCAs}) - \text{any first round age-restricted units} \\ &.25 (1,060 - 137 - 355 - 308) - 58 = 7 \text{ age-restricted units} \end{aligned}$$

Hamilton may age-restrict an additional seven units, but does not propose to do so at this time.

#### **G. REGIONAL CONTRIBUTION AGREEMENT**

Pursuant to N.J.A.C. 5:93-6.1(a)1, Hamilton may transfer up to one-half of its affordable housing obligation via an RCA in accordance with the following formula:

$$\begin{aligned} &.5 (\text{precredited need} - \text{prior cycle credits} - \text{rehabilitations credits} - 20 \text{ percent} \\ &\quad \text{cap} - 1,000\text{-unit limit}) - \text{previous RCAs.} \\ &.5 (1,060 - 137 - 206 - 0 - 0) - 69 = 289 \text{ RCA units} \end{aligned}$$

At the time of petition, the number of units to be transferred to Trenton as an RCA was contingent on a pending Credits Without Controls survey. On May 15, 2002, COAH granted Hamilton Township 45 Credits Without Controls towards the satisfaction of its 12-year cumulative affordable housing obligation and the maximum number of units the Township may transfer was then calculated at 289 units. Hamilton proposes to transfer 239 units to Trenton.

## **H. DEVELOPMENT FEE ORDINANCE**

Hamilton received COAH approval of a mandatory development fee ordinance on August 2, 1995. As of February 26, 2002, Hamilton had a balance of \$1,697,598 in its affordable housing trust fund. Hamilton's COAH approved development fee ordinance permits the collection of development fees of one half of one percent (0.5%) of the equalized assessed value on any residential development, except for low- and moderate-income housing developers, which are exempt from payment of these fees. On March 6, 2002, COAH approved an amendment to Hamilton's development fee ordinance to collect (1%) percent of the equalized assessed value on non-residential new construction in excess of 5,000 square feet. Expansions of existing non-residential structures by more than 5,000 square feet would pay a fee based on the increased equalized assessed value.

## **I. DEVELOPMENT FEE SPENDING PLAN**

Hamilton received approval of its development fee spending plan on September 2, 1997.

## **J. AFFORDABLE HOUSING ORDINANCE**

Hamilton has submitted a draft affordable housing ordinance that comports with the requirements of N.J.A.C. 5:93 et seq. and addresses affordability controls on all components of the Township's plan pursuant to N.J.A.C. 5:93-9. Hamilton must adopt this draft affordable housing ordinance within 45 days of COAH's grant of substantive certification and submit a copy to COAH.

## **K. AFFIRMATIVE MARKETING**

Hamilton has submitted an affirmative marketing ordinance satisfying COAH's rules. The Township must adopt this ordinance within 45 days of COAH's grant of substantive certification and must ensure that any re-rentals are marketed to the COAH housing region pursuant to N.J.A.C. 5:93-11, under the auspices of the Township's Housing Officer, Mr. Larry Rosenthal. Mr. Rosenthal is an experienced affordable housing officer, having worked for the New Jersey Housing and Mortgage Finance Agency and the Trenton Senior Housing program. Hamilton has submitted an affirmative marketing plan, in ordinance form, meeting COAH

requirements. This ordinance must be adopted within 45 days of Hamilton's receipt of substantive certification and must be submitted to COAH.

#### **L. ADMINISTRATIVE AGENT**

Hamilton is currently the administrative agent for Hovnanian's Society Hill II project, Vintage Court and the Township rehabilitation program. The Township's new Housing Officer will administer these programs. HAS is the administrative agent for the infill project, Penrose administers the McCorristan Square project, the provider organizations associated with each alternative living arrangement are the administrative agents for their own group home, and Project Freedom is the administrative agent for its 48-unit family rental project.

## M. SUMMARY

The following table summarizes Hamilton's 1999 second round affordable housing plan:

	Rehabilitation Component		New Construction Component		Total	
<b>Obligation:</b>	<b>355</b>		<b>705</b>		<b>1,060</b>	
<i>Credits and Reductions</i>	Plan	Eligible	Plan	Eligible	Plan	Eligible
<b>Rehabilitation</b> (N.J.A.C. 5:93-3.4)	369	206				206
<b>Prior Cycle Credits</b> (N.J.A.C. 5:93-3.2)						
Credits Without Controls			NA	45	NA	45
Inclusionary Family For-Sale units			80	80	80	80
Group Homes before 1986			12	12	12	12
<b>New Construction</b> (N.J.A.C. 5:93-5.3)						
For-sale						
Infill Family units			13	13	13	13
Vintage Court			6	6	6	6
RCA – Trenton (N.J.A.C. 5:93-6)			69	69	69	69
Rental Units (N.J.A.C. 5:93-5.15)						
Project Freedom, family units			48	48	48	48
McCorristan Square						
Age-restricted units			58	58	58	58
Family units			12	12	12	12
Alt. Living Arr. (N.J.A.C. 5:93-5.8)						
17 bedrooms			17	17	17	17
<b>Rental Bonuses</b> (N.J.A.C. 5:93-5.15(d))						
Alternative Living Arrangements			17	17	17	17
Project Freedom family units			48	48	48	48
McCorristan family units			12	12	12	12
McCorristan age-restricted units			7	19	7	19
<b>Total–Credits and Bonuses</b>		<b>206</b>		<b>456</b>		<b>662</b>
<b>Substantial Compliance Reduction</b> (N.J.A.C. 5:93-3.6)			54	0	54	0
<b>Remaining Obligation</b>		<b>149</b>		<b>249</b>		<b>398</b>
<b>Proposed Projects</b>						
Rehabilitation obligation		<b>149</b>				
Ongoing rehabilitation program (N.J.A.C. 5:93-5.2)						
New construction obligation						
Veteran's Group Home (N.J.A.C. 5:93-5.8)				<b>5</b>		
Veteran's - Rental Bonus Credits (N.J.A.C. 5:93- 5.15(d))				<b>5</b>		
RCA with Trenton (N.J.A.C. 5:93-6)				<b>239</b>		
<b>Total</b>		<b>355</b>		<b>705</b>		<b>1,060</b>



## **V. RECOMMENDATION**

Hamilton Township has submitted a compliant Housing Element and Fair Share Plan that addresses the Township's second round affordable housing obligation of 1,060 units. Within 45 days of COAH's grant of substantive certification, Hamilton must adopt its affirmative marketing ordinance and fair share ordinance and submit copies to COAH. COAH staff recommends that Hamilton Township receive substantive certification for its second round Housing Element and Fair Share Plan.

## 51. SPENDING PLAN

2018

# Spending Plan

February 1, 2019

Hamilton Township, Mercer County, New Jersey

Prepared by:

Clarke Caton Hintz | 100 barrack street | Trenton, NJ | 08608

## INTRODUCTION

The Township of Hamilton (hereinafter “Hamilton” or “the Township”), Mercer County received First Round substantive certification from the Council on Affordable Housing (hereinafter “COAH”) on July 7, 1993 and Second Round substantive certification on November 22, 2004.

The Township petitioned COAH for Third Round substantive certification on December 20, 2005. However, COAH did not conduct a substantive review of the 2005 Housing Element and Fair Share Plan prior to the 2007 Appellate Division decision overturning COAH’s 2004 Third Round rules. On December 11, 2008, Hamilton adopted a 2008 Third Round Housing Element and Fair Share Plan consistent with COAH’s second iteration of Third Round rules. The Township submitted the 2008 Plan to COAH on December 30, 2008 as part of their second petition for Third Round substantive certification; the petition was deemed complete by COAH on February 23, 2009. The Township’s 2008 Plan did not receive substantive certification prior to the 2010 Appellate Division decision invalidating COAH’s second iteration of Third Round rules.

Subsequent to the 2010 Appellate Division decision and in the absence of the Third Round substantive certification, Hamilton Township continued to provide funding for the production of affordable housing. On March 22, 2011, COAH approved an amendment to the Township’s 2008 Spending Plan, which identified two (2) additional projects not previously included in the 2008 Plan.

In 2012, the Township again sought to provide funding for projects not specifically identified in the 2008 Plan. The Township adopted a Spending Plan on May 31, 2012 and submitted it to COAH for approval on June 12, 2012. The Township further amended the 2012 Spending Plan on May 14, 2013 and submitted it to COAH on August 1, 2013. However, COAH did not act on the approval prior to the 2015 Appellate Division decision that transferred jurisdiction over the use and disposition of affordable housing trust funds from COAH to the Mount Laurel designated trial judges.

On April 12, 1995, COAH approved the Township's request to retain development fees imposed prior to December 13, 1990 per N.J.A.C. 5:91-15 and on August 2, 1995, COAH approved the Township's mandatory development fee ordinance. This ordinance was adopted by the municipality on September 28, 2005. An amendment to the development fee ordinance was approved by COAH on February 1, 2010, which set to establish residential development fees in the amount of 1.5% of the equalized assessed value of residential development and nonresidential development fees in the amount of 2.5% of the equalized assessed value of nonresidential development. The amendment has not been formally adopted and the Township is collecting development fees pursuant to the 2005 development fee ordinance. The Township will adopt the amended development fee ordinance pursuant to COAH's approval in 2010 with minor amendments to reflect the Court's jurisdiction. Notwithstanding, the Township complied with the requirements of the nonresidential development fee moratorium while it was in effect.

The Township last received Spending Plan approval in 2011; this 2018 Spending Plan supersedes all prior Spending Plans.

As of December 31, 2017, Hamilton collected a total of \$12,605,929.04 (since 1994) in development fees, payments in lieu of construction, interest, and other income. It has spent a total of \$6,511,569.53 leaving a balance of \$6,094,359.51. However, the Township must reimburse \$188,137.50 in nonresidential development fees to developers who over paid prior to the determination of the final equalized assessment determination of their project. All development fees, payments in lieu of constructing affordable units on site, "other" income, and interest generated by the fees are deposited in three (3) separate interest-bearing accounts dedicated toward the creation of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:93-8.16, as described in the sections that follow.

This updated spending plan is submitted to the Superior Court of New Jersey for approval to expend Affordable Housing Trust Fund monies that will contribute to the

development of new affordable housing units in the Township through Hamilton's municipally-sponsored construction program. Additionally, the Township will expend funds on affordability assistance, including expenditures to create very-low income units or to render existing units more affordable, and toward administrative expenses. The following provides an estimate of how the Township has expended money from its affordable housing trust fund.

- 9/28/2001 Project Freedom \$55,000.00
- 6/29/2005 City of Trenton RCA \$460,300.00
- 7/26/2006 City of Trenton RCA \$460,300.00
- 6/7/2007 City of Trenton RCA \$460,300.00
- 12/27/2007 Homefront \$226,800.00 (Project Home VI)
- 6/16/2008 City of Trenton RCA \$460,300.00
- 10/28/2008 City of Trenton RCA \$1,010,000.00
- 11/17/2009 City of Trenton RCA \$1,928,800.00
- 6/28/2011 Visitation Homes \$30,000.00
- 7/12/2011 Homefront \$237,500.00
- 9/20/2011 Visitation Homes \$300,000.00
- Administrative Expenses - \$565,784.46

## REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of Third Round Judgement of Repose, Hamilton considered the following:

(a) Development fees: \$8,670,000.00

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) **Payment in lieu (PIL): \$0**

Actual and committed payments in lieu of construction from developers. The Township has no anticipated payments in lieu of construction.

(c) **Other funding sources: \$0**

The Township does not anticipate future funds from this category at this time. Funds from other sources, include, but are not limited to the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, and proceeds from the sale of affordable units. All monies in the Affordable Housing Trust fund are anticipated to come from development fees and interest.

(d) **Projected interest: \$43,360.00**

Based on interest earned in recent years and projected rates of development fee revenue, Hamilton anticipates collecting \$43,360 in interest through 2025.

Table SP-1 indicates the anticipated revenue to be generated from development impact fees and interest. Hamilton Township projects a subtotal of \$8,713,360 to be collected between January 1, 2017 and December 31, 2025, including interest, to be used for

affordable housing purposes. The total, after adding the money currently in the account, is projected to be \$14,807,719.51. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.



Source of Funds – Housing Trust Fund 2018 through 2025

Year		2018	2019	2020	2021	2022	2023	2024	2025	2018-2025 Total
Projected Residential Development	\$6,094,359.51 Starting Balance (January 2018)	\$390k	\$390k	\$390k	\$390k	\$390k	\$390k	\$390k	\$390k	\$3.12M
Projected Non-Residential Development		\$693.8k	\$693.8k	\$693.8k	\$693.8k	\$693.8k	\$693.8k	\$693.8k	\$693.8k	\$5.55M
Interest		\$5.42k	\$5.42k	\$5.42k	\$5.42k	\$5.42k	\$5.42k	\$5.42k	\$5.42k	\$43.36k
<b>Total</b>		<b>\$1.089M</b>	<b>\$1.089M</b>	<b>\$1.089M</b>	<b>\$1.089M</b>	<b>\$1.089M</b>	<b>\$1.089M</b>	<b>\$1.089M</b>	<b>\$1.089M</b>	<b>\$8.713M</b>

Projected residential development is based on the estimate of 640 new homes being constructed over the next eight (8) years; this is a rate of 80 new housing units per year. This estimate does not include affordable housing sites that will be producing affordable housing and that may not be charged a residential development fee. Projected non-residential development is based on an estimate of 1.665 million square feet of commercial and industrial construction through 2025. This square footage was multiplied by \$150 (the per square-foot equalized assessed value for nonresidential use). This estimate of \$249.75 million in new construction was then multiplied by the 2.5% non-residential development fee. Interest calculations are based on interest deposits, averaged and extrapolated through 2025.

## **ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS**

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by Hamilton Township:

**(a) Collection of development fee revenues:**

All collection of development fee revenues will be consistent with local regulations which follow COAH administrative models for both residential and non-residential developments and in accordance with N.J.S.A. 40:55D-8.1 through 8.7.

**(b) Distribution of development fee revenues:**

The Planning Board adopts and forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this Spending Plan. Alternatively, the governing body may hear and decide upon a request for development fee revenues for the purpose of creating affordable housing. The governing body reviews the request for consistency with the Spending Plan and adopts the recommendation by resolution.

The release of funds requires the adoption of a resolution by the governing body. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

## **DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS**

**(a) Rehabilitation: \$2,000,000.00**

Hamilton Township has a 310-unit rehabilitation obligation. The Township's program is fully funded with Community Development Block Grant

(hereinafter “CDBG”) and HOME monies. The Township will establish a renter-occupied rehabilitation program and will dedicate \$2 million from the Affordable Housing Trust Fund to fund this program.

**(b) Affordability Assistance (N.J.A.C. 5:93-8.16(c))**

Hamilton Township is required to spend a minimum of 30 percent of development fee revenue to render existing affordable units more affordable and at least one-third of that amount must be dedicated to very low-income households or to create very low-income units (i.e. households with incomes less than 30 percent of the regional median income). The actual affordability assistance minimums are calculated on an ongoing basis in COAH’s on-line monitoring system known as the CTM system based on actual revenues.

Projected Minimum Affordability Assistance Requirement		
Development Fees/Interest Collected to Date since 1994		\$12,605,929.04
Development Fees Projected 2018-2025	+	\$8,670,000.00
Interest Projected 2018-2025	+	\$43,360.00
Nonresidential Development Fee Reimbursements	-	\$188,137.50
<b>Total</b>	<b>=</b>	<b>\$21,131,151.54</b>
30 Percent Requirement	x 0.30 =	\$6,339,345.46
Less Affordability Assistance Expenditures to Date	-	\$849,300.00
<b>Projected Minimum Affordability Assistance Requirement</b>	<b>=</b>	<b>\$5,490,045.46</b>
<b>Projected Minimum Very Low-Income Requirement</b>	<b>÷ 3 =</b>	<b>\$1,830,015.15</b>

Based on fees and interest collected to date and projected revenues, Hamilton Township must dedicate at least \$5,490,045.46 from the affordable housing trust fund to render units more affordable, including \$1,830,015.15 to render units more affordable to households with income at 30 percent or less of

median income by region. The Township will use a variety of vehicles to do this including, but not limited to the following:

Homeowners Association fee subsidy.

The 56 low- and moderate-income households in Society Hill II for which controls have not been previously extended received notices in November from the HOA that, since the 30 year control period either had expired or was about to expire (there are two views on this), their Homeowners Association fee would be increased from one third of the \$300.00 per month market unit fee to the full fee. Some affordable unit owners contacted the Township or Piazza & Associates to ask that their controls be extended so as to avoid the increased fee and tax re-assessment. Piazza & Associates sent out a letter to the 56, indicating that the Township would be willing to extend the controls through execution of a new deed restriction providing for controls for a minimum of 30 years and thereafter until terminated by the municipality and would take the position with the Homeowners Association that the fee should remain at a third of the market fee. There would not be a re-assessment for tax purposes. 19 or so home owners (the number is somewhat influx) have indicated that they want to do this. The HOA objected, indicating that it was relying upon the increase in the HOA fee given that the controls were to terminate in 2018.

This will be resolved as follows: Piazza & Associates will seek the pertinent financial information from the 19 to see whether they still qualify as low- and moderate-income households. For the ones that do, the controls will be extended, and Hamilton through the Affordable Housing Trust Fund will pay two thirds of the \$300.00 market fee, or \$200.00, per month while these households, as well as the households for which the controls had already been extended, will continue to pay the one third, or \$100.00, per month. This \$200.00 a month subsidy will continue indefinitely. The Township will work with its affordable housing providers and administrator to expand outreach to ensure the existing and new households of low and moderate income programs can take advantage of affordability assistance programs. Additionally, the Township will work with affordable housing providers to convert low income units to very low income units.

See the program manual for additional information.

#### Payment Assistance for First Month's Rent and Closing Costs

The Township will set aside funds to provide payment assistance for low and moderate income households first month rent and closing costs. The Township will set aside up to \$3,000 per unit for the first month's rent and/or closing costs.

See the program manual for additional information.

#### Energy Efficiency Program

The Township will set aside funds to replace hot water tanks and HVAC systems in very-low income affordable housing units. The Township will pay for 100% of the replacement costs of these systems. Replacing these units with new, energy-efficient units will reduce residents' utility costs and make the units more affordable to live in. This program will also offer the option to place solar panels on the roofs of 100% affordable facilities that house only very-low income residents. The solar panels will reduce the building's energy costs and make the units more affordable to live in for the affordable residents. Affordable homeowner's applying for this type of assistance will be required to submit three written estimates with detailed information about all costs. All permit fees will need to be included. Homeowner and installer will need to abide by all Township and State Regulations. All new water heaters/HVAC systems/solar systems will need to be installed by licensed and insured entities that will ensure that the new system will meet all code and safety standards. Assistance will be provided on a first-come, first-serve basis to existing income-eligible homeowners. In addition to homeowners, all owners of 100% affordable developments are also eligible for the program. Assistance will only be provided one-time to the certified applicant household and the home, where the new system is installed. The unit must be the primary residence of the homeowner/applicants (except for 100% affordable developments).

See the program manual for additional information.

The Township intends to spend \$7,109,136.16 on affordability assistance and has already committed \$4,036,385 to provide affordability assistance and dedicating funds from the Affordable Housing Trust Fund for the following projects:

- HomeFront: \$387,385

The Township will dedicate funds from the Affordable Housing Trust Fund to the non-profit organization HomeFront, Inc. for the purchase and write-down of 1778 Greenwood Avenue and 117 Moffatt Avenue, as well as for renovations and repairs to 1778 and 1782/1786 Greenwood Avenue and 116 Moffatt Avenue. The project totals 20 units in four buildings:

- 1778 Greenwood Avenue – four (4) two-bedroom units
- 1782/1786 Greenwood Avenue – eight (8) two-bedroom units
- 117 Moffat Avenue – two (2) two-bedroom units and two (2) one-bedroom units
- 116 Moffat Avenue – two (2) two-bedroom units and two (2) one-bedroom units

The units will all be family units and will meet the requirements of the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1 et seq.), including but not limited to minimum 30-year affordability controls. All units will be either low-income (10 bedrooms) or very low-income (10 bedrooms) and will provide permanent housing for homeless or formerly homeless families with children. Families are provided with support services. Other anticipated sources of funding include State and County HOME funds, DCA Balanced Housing Program funds, and private funds.

- Allies Inc. Family Housing: \$40,000

The Township will dedicate funds from the Affordable Housing Trust Fund to the non-profit organization Allies, Inc. for the purchase and write-down of two (2) single-family, three-bedroom homes, located at 331 Redfern Avenue and 423 Wilfred Avenue, to be operated as group homes. All units will be family units and will meet the requirements of the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1 et seq.), including but not

limited to minimum 30-year affordability controls. 331 Redfern Avenue will be priced as a moderate-income unit and 423 Wilfred Avenue as a low-income unit. Other sources of funding include DCA Neighborhood Stabilization Program (NSP) funds.

- Isles, Inc. Family Housing: \$1,400,000  
The Loft @ Mill One Residential Development

The Township will dedicate funds, in the amount of \$1.4 million, from the Affordable Housing Trust Fund to the non-profit organization Isles Inc. for the Mill One project, an adaptive re-use of a 110-year old former textile mill. The project will include commercial and residential uses, artists' studio space, office and retail uses, and multi-family residential apartments. Other potential sources of funding include but are not limited HMFA's Credit Enhanced Conduit Bond Program. Of the total 240,000 square feet, 51,000 is proposed to be converted to mixed income residential use at a total development cost of \$5.9 million. This project will consist of 45 residential units, including 30 affordable units consisting of four (4) very-low income units, 11 low-income units, and 15 moderate-income units. The affordable units will be developed and occupied in accordance with N.J.A.C. 5:93-7 and UHAC including, but not limited to bedroom distribution and affordability controls of at least 30 years. The units will be administered by an experienced Administrative Agent.

- Eden Autism Services: \$200,000

The Township will dedicate \$200,000 from the Affordable Housing Trust Fund to the non-profit organization Eden Autism Services in exchange for 30-year affordability controls and thereafter until terminated by Hamilton at 3 Blue Devil Lane. The four-bedroom group home at 3 Blue Devil Lane is for individuals with autism that are on the State's emergency waiting list for housing.

- SERV Behavioral Health System: \$138,000

The Township will dedicate funds from the Affordable Housing Trust Fund to the non-profit organization SERV for the purchase of 117 Colonial Avenue and the renovation of 2 Bainbridge Court and 6 Lohli Drive. The Township has committed to expend \$100,000 to subsidize the purchase of 117 Colonial Drive, which will be used as a four-bedroom group home for adult with intellectual and/or developmental disabilities. Additionally, the Township dedicates \$38,000 (\$19,000 each) to subsidize the renovation of 2 Bainbridge Court and 6 Lohli Drive; SERV will then deed-restrict these four-bedroom group homes for 30 years.

- Mercer ARC: \$90,000

The Township will dedicate funds, in the amount of \$90,000, from the Affordable Housing Trust Fund to the non-profit organization Mercer ARC for the purchase and rehabilitation of 12 Compton Way which will be converted into a three-bedroom group home for persons over the age of 18 with developmental disabilities.

- Project Freedom – Samuel Alito Drive: \$1,781,000

The Township is donating land to the non-profit organization Project Freedom for a 72-unit affordable housing rental community. As such, the Township will reimburse itself for the purchase of the land based on the appraised value from the Affordable Housing Trust Fund in the amount of \$1,781,000.

(c) **New construction project(s): \$1,850,000**

The Township has identified opportunities to create 77 additional affordable units in its municipally-sponsored construction program as follows:

- Project Freedom – Samuel Alito Drive: \$350,000

The Township will dedicate funds from the Affordable Housing Trust Fund to the non-profit organization Project Freedom for a 72-unit affordable



housing rental community. In addition to the donation of land, the Township has committed to expend \$350,000 to subsidize the predevelopment and other related costs. Other potential sources of funding include but are not limited to HMFA Low Income Housing Tax Credits, the Federal Home Loan Bank of New York, the Mercer County Home Program and a construction loan from either TD Bank or Bank of America.

- State Street: \$1,500,000

The Township will dedicate funds from the Affordable Housing Trust Fund to acquire the State Street properties and subsidize the construction of five (5) affordable units. The Township has committed to expend \$1,500,000. All five (5) units will be reserved for low-income residents. All of the units will be family for-sale units and will be developed and occupied in accordance with UHAC including, but not limited to bedroom distribution, length of affordability controls. Project administration will be conducted by Triad Associates.

(d) **Administrative Expenses (N.J.A.C. 5:93-8.16(e))**

Hamilton Township may use Affordable Housing Trust Fund revenue for related administrative costs up to a 20 percent limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis in the CTM system based on actual revenues.

Projected Administrative Expenses		
Development Fees/Interest Collected to Date		\$12,605,929.04
Development Fees Projected 2018-2025	+	\$8,670,000.00
Interest Projected 2018-2025	+	\$43,360.00
Nonresidential Development Fee Reimbursement	-	\$188,137.50
<b>Total</b>	<b>=</b>	<b>\$21,131,151.54</b>
20 Percent Maximum Permitted Administrative Expenses	x 0.20 =	\$4,226,230.31
Less Administrative Expenditures to Date	-	\$565,784.46
<b>Projected Allowed Administrative Expenditures</b>	<b>=</b>	<b>\$3,660,445.85</b>

Hamilton Township projects that \$3,660,445.85 may be available from the affordable housing trust fund to be used for administrative purposes. It does not expect to spend the full amount. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

- Township Attorney, Engineer, and Planner fees related to plan preparation and implementation, and to obtaining Judgment of Compliance and Repose;
- Administration fees related to rehabilitation, extension of expiring controls, and municipally-sponsored construction programs;
- Affirmative Marketing;

- Income qualification of households; and
- Administration of Township’s Affordable Housing Units.

## EXPENDITURE SCHEDULE

Hamilton Township intends to use Affordable Housing Trust Fund revenues for its municipally-sponsored construction program, affordability assistance including the creation of very-low income units and making existing units more affordable, and administrations expenses. Additionally, this expenditure schedule meets the requirement that trust fund revenues are expended within four years of their collection.

Projected Expenditure Schedule 2018 Through 2025

Program	Units	2018-2019	2020-2021	2022-2023	2024-2025	Total
Rehabilitation		\$500k	\$500k	\$500k	\$500k	\$2M
Affordability Assistance		\$1.777M	\$1.777M	\$1.777M	\$1.777M	\$7.11M
New Construction		\$616.7k	\$616.7k	\$616.7k		\$1.85M
Administration		\$915k	\$915k	\$915k	\$915k	\$3.66M
<b>TOTAL</b>		<b>\$3.809M</b>	<b>\$3.809M</b>	<b>\$3.809M</b>	<b>\$3.192M</b>	<b>\$14.62M</b>

## EXCESS OR SHORTFALL OF FUNDS

In the event that a shortfall of anticipated revenues occurs, Hamilton will bond to satisfy the gap in funding. In the event that funds exceed projected expenditures, the Township will devote any excess funds on additional affordability assistance above the 30 percent minimum requirement. Alternatively, the Township may seek the Court’s approval to amend its Housing Element and Fair Share Plan, as well as this Spending Plan, to create additional affordable housing opportunities.

## SUMMARY

The Township of Hamilton intends to spend Affordable Housing Trust Fund revenues pursuant to the extant regulations governing such funds and consistent with the housing programs outlined in the 2018 Third Round Housing Plan Element and Fair Share Plan. Hamilton had a balance of \$6,094,359.51 as of December 31, 2017 and anticipates an additional \$8,713,360 in revenues before the expiration of a Third Round Judgement of Repose for a total of \$14,807,719.51.

The Township may expend up to \$3,660,445.85 of Trust Funds on administrative costs during the period of repose. At this time, the Township estimates \$7,109,136.16 of Trust Funds will be spent to create very low-income units, and to make units more affordable. Additionally, the Township will reserve \$2 million to establish a renter-occupied rehabilitation program. Lastly, approximately \$1,850,000 of additional Funds will be expended toward the creation of affordable housing through the Township's municipally-sponsored construction program.

Spending Plan Summary	
Revenues	
Balance as of December 31, 2017	\$6,094,359.51
Projected Revenue from 2018 through 2025	
1. Development Fees	+ \$8,670,000.00
2. Payments-In-Lieu of Construction	+ \$0.00
3. Other Funds	+ \$0.00
Interest	+ \$43,360.00
Nonresidential Development Fee Reimbursement	- \$188,137.50
<b>Total Projected Balance</b>	<b>= \$14,619,582.01</b>

Expenditures	
Funds Used for Rehabilitation	- \$2,000,000.00
Affordability Assistance	- \$7,109,136.16
New Construction	- \$1,850,000.00
Administration	- \$3,660,445.85
<b>Total Projected Expenditures</b>	<b>= \$14,619,582.01</b>
<b>Remaining Balance</b>	<b>= \$0.00</b>

[https://kylemcmamus.sharepoint.com/sites/KyleMcManusAssociates/Municipal Projects/Hamilton/Trust Fund/2018 Spending Plan/190201 Spending Plan.doc](https://kylemcmamus.sharepoint.com/sites/KyleMcManusAssociates/Municipal%20Projects/Hamilton/Trust%20Fund/2018%20Spending%20Plan/190201%20Spending%20Plan.doc)

**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

**RESOLUTION** No. 18 164

APPROVED AS TO FORM AND LEGALITY

  
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

  
TITLE

**RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF HAMILTON, MERCER COUNTY, NEW JERSEY, OF INTENT TO FUND SPENDING PLAN SHORTFALL FOR AFFORDABLE HOUSING PROGRAMS IN THE TOWNSHIP'S HOUSING ELEMENT AND FAIR SHARE PLAN**

*Whereas* pursuant to the substantive regulations of the New Jersey Council On Affordable Housing ("COAH"), certain portions of the Township's amended Housing Plan Element and Fair Share Plan as adopted by the Hamilton Township Planning Board on February 22, 2018 may require a financial commitment by the Township; and

*Whereas* the municipality must resolve to address any shortfall in the funding of its affordable housing programs as set forth in the Spending Plan and the Fair Share Plan, including its willingness to incur bonded indebtedness, if necessary, to provide the funds required for the timely implementation of the Fair Share Plan;

*Now, Therefore, Be It Resolved* by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, as follows:

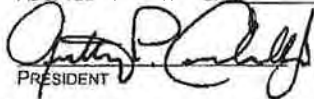
1. To the degree that the funds required for the implementation of the Township's Fair Share Plan, as will be more particularly set forth in the Township's approved Spending Plan, are not available at the time they are needed from all available affordable housing funding sources, the Township will provide the funding needed to cover any shortfall through appropriations in the Township's annual budget, bonding, or any other legal means, with the understanding that any future affordable housing funding which becomes available may be used to reimburse the Township for the costs incurred.

3f  
18 164

ADOPTED BY COUNCIL ON

JUNE 19, 2018

DATE

  
PRESIDENT

  
MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					✓
RALPH V. MASTRANGELO	✓					
RICHARD L. TIGHE, JR.	✓					
JEFFREY S. MARTIN	✓				✓	
ANTHONY P. CARABELLI, JR.	✓					

X - Indicates Vote    A.B. - Absent    N.V. - Not Voting    RES - Moved    SEC - Seconded

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52. AFFORDABLE HOUSING  
REGULATION AMENDMENTS  
(ADMINISTRATION, AFFIRMATIVE  
MARKETING, DEVELOPMENT FEES)

## Gerald Muller

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**From:** fpiazza@piazzanj.com  
**Sent:** Tuesday, February 05, 2019 6:21 AM  
**To:** 'Gerald Muller'  
**Subject:** RE: Hamilton DJ Action - Submission of Materials

Gerry,

Regarding the comments #20, the intention was to describe a program that was available to everyone below 80% of the Regional Median Income, including very low-, low- and moderate- income households. The reason that we used the single limit was that, the precedent set by COAH and court masters limited benefits for affordable housing assistance to 80% of the Regional Median Income.

Thanks,  
Frank

Frank Piazza  
Piazza & Associates, Inc.  
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Fax: 609-786-1105  
216 Rockingham Row  
Princeton, NJ 08540  
fpiazza@PiazzaNJ.com  
Email w VCard w Website

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**From:** Gerald Muller <gmuller@mpmglaw.com>  
**Sent:** Monday, February 4, 2019 12:54 PM  
**To:** Frank Piazza <FPiazza@piazzanj.com>  
**Subject:** Fwd: Hamilton DJ Action - Submission of Materials

Frank -

Can you respond to Mike's comment on Condition 20? I have to get back to him by Wednesday on this.

----- Forwarded message -----

**From:** Michael P. Bolan <michaelbolan@verizon.net>  
**Date:** Fri, Feb 1, 2019 at 3:49 PM  
**Subject:** RE: Hamilton DJ Action - Submission of Materials  
**To:** Gerald Muller <gmuller@mpmglaw.com>, Adam Gordon <adamgordon@fairsharehousing.org>  
**Cc:** Rob Poppert <RPoppert@hamiltonnj.com>, Beth McManus <bmcmanus@kylemcmanus.com>, <mbalint@hamiltonnj.com>, <ABricese@hamiltonnj.com>



**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

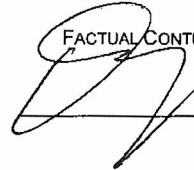
**RESOLUTION**

No. 19-079

APPROVED AS TO FORM AND LEGALITY

  
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

  
TITLE

**RESOLUTION AUTHORIZING THE ADOPTION OF AN AFFIRMATIVE FAIR HOUSING MARKETING PLAN IN ACCORDANCE WITH A CONDITIONAL JUDGMENT OF COMPLIANCE AND REPOSE GRANTED IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF HAMILTON, COUNTY OF MERCER, DOCKET NO. MER-L-1573-15**

*Whereas* on November 7, 2018, counsel for the Township of Hamilton ("Township") appeared before the Honorable Mary C. Jacobson, A.J.S.C., for a Final Compliance Hearing In The Matter of the Application of the Township of Hamilton, County of Mercer, Docket No. MER-L-1573-15; and

*Whereas* the purpose of the Final Compliance Hearing was to determine whether the Township's Amended Housing Element and Fair Share Plan ("HEFSP") was in accordance with a December 19, 2016 Settlement Agreement reached between the Township and Fair Share Housing Center, and that it complied with the Township's obligations under the *Mt. Laurel* doctrine, the Fair Housing Act, the Uniform Housing Affordability Controls except as modified by the Settlement Agreement, and applicable rules of the Council on Affordable Housing; and

*Whereas* on December 18, 2018, the Honorable Mary C. Jacobson, A.J.S.C., granted the Township of Hamilton a Conditional Judgment of Compliance and Repose, finding that the Township's HEFSP and its Appendix, including the Spending Plan, satisfied the Township's obligations as outlined above, and that subject to the conditions outlined in the Judgment, the Township is entitled to repose from builder's remedy lawsuits through July 2025; and

*Whereas* one of the conditions outlined in the Judgment of Compliance and Repose required the Township to prepare an Affirmative Fair Housing Marketing Plan ("Plan") by December 21, 2018 and adopt said Plan by Resolution before January 25, 2019; and


*Whereas* Piazza & Associates, Inc., the Affordable Housing Agent for the Township, has prepared the necessary Affirmative Fair Housing Marketing Plan, which must now be approved and adopted through Resolution by the Council of the Township of Hamilton;

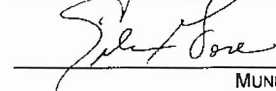
*Now, Therefore, Be It Resolved* that the Council of the Township of Hamilton in the County of Mercer and State of New Jersey hereby authorizes the adoption of the Township of Hamilton's Affirmative Fair Housing Marketing Plan as prepared by Piazza & Associates, Inc.

*Be It Further Resolved* that the draft and adopted Affirmative Fair Housing Marketing Plan and Resolution shall be provided to the Mercer County Superior Court, Special Master Michael Bolan, Fair Share Housing Center, and emailed to Mr. Ronald Dixon.

ADOPTED BY COUNCIL ON JANUARY 15, 2019

DATE

  
PRESIDENT

  
MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					
RALPH V. MASTRANGELO	✓					✓
ANTHONY P. CARABELLI, JR.	✓					
RICHARD L. TIGHE, JR.	✓				✓	
JEFFREY S. MARTIN	✓					

X - Indicates Vote    A.B. - Absent    N.V. - Not Voting    RES. - Moved    SEC. - Seconded

**Township of Hamilton – Mercer County**

**AFFORDABILITY ASSISTANCE:  
ENERGY EFFICIENCY PROGRAM**

**OPERATING MANUAL**

**January 24, 2019**

**HAMILTON TOWNSHIP – MERCER COUNTY  
AFFORDABILITY ASSISTANCE: ENERGY EFFICIENCY PROGRAM**

**I. PREFACE**

N.J.A.C. 5:97 – 8.8 (a) states that “...at least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low and moderate income households in affordable units included in the municipality’s Fair Share Plan. One-third of the affordability assistance portion shall be used to provide affordability assistance to very low income households. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.”

It is also important to note that the spending of trust fund money for Hamilton Township (the “Township”) affordability assistance on units in the Fair Share Plan does not create Fair Housing credits for the Township. It is noted that there is no formally documented statement that units receiving energy assistance must have a deed restriction or lien, competitive bidding, minimum dollar amount, affirmative marketing or a major system repaired.

The Township is entering into an agreement with its Administrative Agent, Piazza & Associates, Inc. (“P&A”) help to implement an Energy Efficiency Program (EEP) and funded that program with funds from the Housing Trust Fund as set forth in the Spending Plan. To that end, P&A has prepared this manual to address the use of affordability assistance funds for energy assistance.

**II. INTRODUCTION**

This Energy Efficiency Program Manual has been prepared to assist in the administration of the Hamilton Township Energy Efficiency Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purpose and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the Energy Efficiency process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, contract payments and overall program administration.

P&A will be engaged to provide support services necessary to administer the program on behalf of the Township.

The program funds will be distributed as a grant, and will not be repayable if the equipment is delivered, installed, inspected and approved.

The following represents the procedures developed to offer an applicant the opportunity to apply for the program.

### **III. PROGRAM DESCRIPTION**

This program makes available grants to income-qualified Owners of deed restricted affordable homes in the Township of up to \$7,000 toward the cost of HVAC or heat pump equipment; \$800 toward the cost of a hot water heater; \$200 per window toward the cost of newly installed replacement windows; and up to \$800 to install a replacement sliding glass door. The maximum combined grant available to any one affordable home will be \$10,000.

By replacing existing heating /cooling (HVAC) systems, windows, doors and/or hot water heaters with new, high energy efficiency standards, the goal of this program is to save energy and reduce the operating costs, while maintaining a high level of comfort.

### **IV. EEP PROGRAM REQUIREMENTS**

Participation in this program requires:

- a. The equipment to be replaced must be at least 10 years old.
- b. At the time the unit owner (hereinafter, "the Owner") is applying for the grant, the Owner residing in the affordable home, and the household (including everyone living in the affordable home) must be re-certified as a moderate-income household or less under applicable State regulations. (Owners who acquired their units within the prior six months do not need to be re-certified.)
- c. Equipment Requirements:
  - i. In the case of HVAC equipment, an A.F.U.E. rating of at least 95-percent-efficiency with a condensing unit rated at least 15 SEER and R410A refrigerant or better is required.
  - ii. For homes with heat pumps, a rating of at least 14 SEER, with R410 or better refrigerant shall be required.
  - iii. Hot water heaters must be Energy Star-qualified.
  - iv. Doors and windows must be made with Low-E glass.

- d. For the HVAC or heat pump equipment, only those contractors, whose names are provided by the Township or the local utility provider; and, for the hot water heaters, only plumbers licensed by the State of New Jersey may be utilized. For the doors and windows, the contractor must be licensed and insured and, where applicable, approved by the Condominium or Homeowners Association, or their management representatives.
- e. The Owner will select the contractor, but the Township will pay only up to \$7,000 toward the cost of HVAC or heat pump equipment; \$800 toward the cost of a hot water heater; \$200 per window; and \$800 per door, (hereinafter, "the Township's Share"), and the Owner responsible for paying any remainder (hereinafter, "the Owner's Share"). The maximum combined grant available to any one affordable home will be \$10,000.
- f. The Owner's Share shall be paid in full before the Township makes payment to the Contractor. The Township will not make final payments to the Contractor until after the Construction Code Official conducts a final inspection and approves the Work.
- g. The Owner shall fully cooperate with the Township and P&A, which administers portions of this program on behalf of the Township.
- h. The Owner must enter into an agreement with the Township in which he or she agrees to the terms and conditions outlined, above, and:
  - i. Releases the Township and P&A from any claims and agrees to indemnify, defend, and hold the Township and P&A harmless against any and all claims for liability.
  - ii. Agrees to fully cooperate with the Contractor, Township, and P&A, including making timely arrangement for all inspections.
  - iii. Acknowledges that the Contractor is solely responsible for the installation and that the Township and P&A have no responsibility with respect to the equipment or its installation and are not guarantors of the Work and agrees that communications with respect thereto shall be directed to the Contractor and not to the Township or P&A.
- i. The Owner will be required to use a form of contract between the Owner and Contractor that will be provided by the Township and shall contain requirements set forth by the Township to protect its interest.

## V. GENERAL REQUIREMENTS

In order to qualify for the program, the gross annual income of an Owner must be less than the limits set forth below for moderate-income households in Mercer County. Please note that these limits are subject to change.

**MAXIMUM INCOME FOR PARTICIPATION  
IN THE HAMNILTON TWONSHIP EFFICIENCY PROGRAM**

AHPNJ 2018	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Moderate	\$55,557	\$63,494	\$71,431	\$79,368	\$85,717	\$92,066

The determination of the Township of the income of the Owner during the recertification process will have no impact on the ownership of the affordable unit, since there is no limit on income after a home is purchased. However, the Owner must be in compliance with the affordable housing restrictions in order to take advantage of the Energy Efficiency Program grants.

P&A shall recertify Owners using the same process and under the same terms and conditions that it uses to certify applicants to purchase affordable units in the Township, as set forth by N.J.A.C. 5:80-26.1 et seq. and the procedures set forth in the Operating Manual for that purpose.

**VI. EQUIPMENT RESTRICTIONS**

The minimum age of the current equipment to be eligible for replacement is 10 years. If Owners are unsure as to the age of their equipment, they are advised to contact the Hamilton Township Code Enforcement Office to determine if their HVAC system, Heat Pump, windows, doors or hot water heater meet the age requirements set forth in the program.

**VII. THE PROCESS**

- a. An introductory letter and application is mailed to the Owners of affordable units in the Township.
- b. If interested, the Owners may apply for the program, using the application form and submit the form, together with the required documentation to the P&A for review.
- c. P&A makes a determination of eligibility based on the standards set forth above.
- d. P&A notifies the status of the review as follows:
  - i. Incomplete: The Owner shall have 5 days to complete the application.
  - ii. Not approved: The Owner may not participate in the program, but can re-apply at a later date. The Owner shall pay \$100 for the cost to perform a recertification review subsequent to the initial application.
  - iii. Complete and Certified: P&A provides the Owner with a contract between the Owner and Township for the Owner's review and execution.
- e. The Owner signs and returns the Contract between the Owner and the Township for execution by an approved representative of the Township.

- f. P&A provides the Owner with a kit that includes:
  - i. A Request for Proposal that the Owner may use to obtain bids from contractors;
  - ii. Information regarding the operation and benefits of energy efficient equipment;
  - iii. The specification of the minimum standards of the equipment required;
  - iv. A list of plumbing contractors as well as contractors for the HVAC and Heat Pump installations; and
  - v. A form of Agreement between the Owner and the Contractor.
- g. The Owner selects a Contractor and enters into an agreement pursuant to f(v) above.
- h. The Owner submits same to Township for approval.
- i. Township returns the fully executed Contract with the Owner.
- j. The contractor completes the work.
- k. The Owner has the work inspected by the Township and pays the Contractor the Owner's share.
- l. Township verifies that the payment was made and pays the Contractor the balance, not to exceed the limits set forth above.

**Township of Hamilton – Mercer County**

**AFFORDABILITY ASSISTANCE:  
CLOSING COST GRANT PROGRAM**

**OPERATING MANUAL**

**January 24, 2019**



**HAMILTON TOWNSHIP – MERCER COUNTY  
AFFORDABILITY ASSISTANCE: CLOSING COST GRANT PROGRAM**

**I. PREFACE**

N.J.A.C. 5:97 – 8.8 (a) states that “...at least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low and moderate income households in affordable units included in the municipality’s Fair Share Plan. One-third of the affordability assistance portion shall be used to provide affordability assistance to very low income households. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.”

It is also important to note that the spending of trust fund money for Hamilton Township (the “Township”) affordability assistance on units in the Fair Share Plan does not create Fair Housing credits for the Township. It is noted that there is no formally documented statement that units closing cost assistance must have a deed restriction or lien, competitive bidding, minimum dollar amount, affirmative marketing or a major system repaired.

The Township is entering into an agreement with its Administrative Agent, Piazza & Associates, Inc. (“P&A”) help to implement a Closing Cost Grant Program (CCP) and funded that program with funds from the Housing Trust Fund as set forth in the Spending Plan. To that end, P&A has prepared this manual to address the use of affordability assistance funds for closing cost grants.

**II. INTRODUCTION**

This Closing Cost Grant Program Manual has been prepared to assist in the administration of the Hamilton Township Closing Cost Grant Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purpose and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the Closing Cost Grant Program process. It describes the eligibility requirements for participation in the program, program

criteria, funding terms and conditions, contract payments and overall program administration.

P&A will be engaged to provide support services necessary to administer the program on behalf of the Township.

The program funds will be distributed as a grant, and will not be repayable if the recipient purchases the deed-restricted affordable home.

The following represents the procedures developed to offer an applicant the opportunity to apply for the program.

### **III. PROGRAM DESCRIPTION**

This program makes available grants to income-qualified purchasers of deed restricted affordable homes in the Township of up to \$2,500 toward the cost associated with the purchase of the aforementioned affordable home. The applicable costs are set forth in the TILA-RSPA Integrated Disclosure Documents and can include:

- Title work and policy;
- Reasonable attorney fees;
- Preparation of survey;
- Homeowner's insurance;
- Recording fees; and
- Other necessary closing costs to third parties.

### **IV. PROGRAM REQUIREMENTS**

In order to qualify for the program, the gross annual income of the Buyer must be less than the limits set forth below for moderate-income households in Mercer County. Please note that these limits are subject to change.

MAXIMUM INCOME FOR PARTICIPATION IN THE HAMILTON TOWNSHIP EFFICIENCY PROGRAM						
AHPNJ 2018	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Moderate	\$55,557	\$63,494	\$71,431	\$79,368	\$85,717	\$92,066

Homes must be deed-restricted, affordable housing units in Hamilton Township, and may be of any size. The Buyer must submit an inspection report

prepared by a licensed home inspector, and that report must identify the property as being in sound condition.

P&A shall certify Buyers using the same process and under the same terms and conditions that it uses to certify applicants to purchase affordable units in the Township, as set forth by N.J.A.C. 5:80-26.1 et seq. and the procedures set forth in the Operating Manual for that purpose.

## **V. THE PROCESS**

- a. After a Buyer is income-certified by P&A and approved to purchase a deed-restricted affordable home in the Township; and then enters into a contract to purchase the eligible home, P&A will notify the Municipal Housing Liaison of the Township and request the Township prepare a check in the amount of \$2,500.00, payable to the trust account identified for such purposes.
- b. A check will be issued to the trust account in advance of the closing.
- c. The grant will be identified on the TILA-RESPA disclosure statements as a Grant from the Township of Hamilton.
- d. If the sale is cancelled, the trustee will return the check to the Township.

**Township of Hamilton – Mercer County**

**AFFORDABILITY ASSISTANCE:**  
**RENTAL GRANT PROGRAM**

**OPERATING MANUAL**

**January 24, 2019**

**HAMILTON TOWNSHIP – MERCER COUNTY  
AFFORDABILITY ASSISTANCE: RENTAL GRAT PROGRAM**

**I. PREFACE**

N.J.A.C. 5:97 – 8.8 (a) states that “...at least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low and moderate income households in affordable units included in the municipality’s Fair Share Plan. One-third of the affordability assistance portion shall be used to provide affordability assistance to very low income households. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.”

It is also important to note that the spending of trust fund money for Hamilton Township (the “Township”) affordability assistance on units in the Fair Share Plan does not create Fair Housing credits for the Township.

The Township is entering into an agreement with its Administrative Agent, Piazza & Associates, Inc. (“P&A”) help to implement a Rental Grant Program (RGP) and funded that program with funds from the Housing Trust Fund as set forth in the Spending Plan. To that end, P&A has prepared this manual to address the use of affordability assistance funds for rental grants.

**II. INTRODUCTION**

This Rental Grant Program Manual has been prepared to assist in the administration of the Hamilton Township Rental Grant Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purpose and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the Rental Grant Program process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, contract payments and overall program administration.

P&A will be engaged to provide support services necessary to administer the program on behalf of the Township.

The program funds will be distributed as a grant, and will not be repayable if the recipient rents the deed-restricted affordable home.

The following represents the procedures developed to offer an applicant the opportunity to apply for the program.

### **III. PROGRAM DESCRIPTION**

This program makes available grants to income-qualified tenants of deed restricted affordable apartments in the Township in an amount equal to the amount of rent that the landlord charges for the first month of occupancy. The grant will be available to all new tenants of very low-, low- and moderate- income rental units with a move-in date commencing subsequent to the date of Court approval of this plan.

### **IV. PROGRAM REQUIREMENTS**

In order to qualify for the program, the gross annual income of the applicant must be less than the limits set forth below for moderate-income households in Mercer County. Please note that these limits are subject to change.

MAXIMUM INCOME FOR PARTICIPATION IN THE HAMILTON TOWNSHIP RENTAL GRANT PROGRAM						
AHPNJ 2018	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Moderate	\$55,557	\$63,494	\$71,431	\$79,368	\$85,717	\$92,066

P&A shall certify applicants for rental units using the same process and under the same terms and conditions that it uses to certify applicants to purchase affordable units in the Township, as set forth by N.J.A.C. 5:80-26.1 et seq. and the procedures set forth in the Operating Manual for that purpose.

### **V. THE PROCESS**

- a. After an affordable rental applicant is income-certified by P&A and approved to rent a deed-restricted affordable apartment in the Township, P&A will notify the Municipal Housing Liaison to issue a check to the landlord in an amount equal to the first month of rent as approved by P&A. The check should be mailed to P&A.
- b. Also, upon the approval of the applicant, P&A will ask the landlord to sign a memorandum of understanding that the landlord will not charge the new tenant for the first month of rent, but rather, will receive a check in the amount of the first month rent upon the receipt by P&A of the signed lease.
- c. If the lease is not signed, P&A will return the check to the Township.

**Township of Hamilton – Mercer County**

**AFFORDABILITY ASSISTANCE:**  
**HOMEOWNERS ASSOCIATION FEE**  
**SUBSIDY PROGRAM**

**OPERATING MANUAL**

**January 24, 2019**

**HAMILTON TOWNSHIP – MERCER COUNTY  
AFFORDABILITY ASSISTANCE:  
HOMEOWNERS ASSOCIATION FEE SUBSIDY PROGRAM**

**I. PREFACE**

N.J.A.C. 5:97 – 8.8 (a) states that “...at least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low and moderate income households in affordable units included in the municipality’s Fair Share Plan. One-third of the affordability assistance portion shall be used to provide affordability assistance to very low income households. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.”

It is also important to note that the spending of trust fund money for Hamilton Township (the “Township”) affordability assistance on units in the Fair Share Plan does not create Fair Housing credits for the Township.

The Township is entering into an agreement with its Administrative Agent, Piazza & Associates, Inc. (“P&A”) help to implement a Homeowners Association Fee Subsidy Program (HAFSP) and funded that program with funds from the Housing Trust Fund as set forth in the Spending Plan. To that end, P&A has prepared this manual to address the use of affordability assistance funds for rental grants.

**II. INTRODUCTION**

This HAFSP Manual has been prepared to assist in the administration of the Hamilton Township HAFSP. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purpose and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the HAFSP process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, contract payments and overall program administration.

P&A will be engaged to provide support services necessary to administer the program on behalf of the Township.



The following represents the procedures developed to offer an applicant the opportunity to apply for the program.

### **III. PROGRAM BACKGROUND**

The 56 low- and moderate-income households in Society Hill II for which controls have not been previously extended received notices in November from the HOA that, since the 30-year control period either had expired or was about to expire, their Homeowners Association fee would be increased from \$100 to \$300 per month, or from one third of the rate charged to market owners to the amount equal to market owners, i.e., the full fee.

Some of the units in Society Hill have had the deed restrictions extended. It is the understanding of the Township that these units will be allowed to pay the reduced fee (i.e., \$100 per month) until the end of the current restricted period for each of the units.

Some affordable unit owners, who have not had their controls extended through a deed restriction, contacted the Township or P&A to ask that their controls be extended so as to avoid the increased fee and tax re-assessment. P&A sent out a letter to the 56, indicating that the Township would be willing to extend the controls through execution of a new deed restriction providing for controls for a minimum of 30 years and thereafter until terminated by the municipality and would take the position with the Homeowners Association that the fee should remain at a third of the market fee. There would not be a re-assessment for tax purposes. Twenty two home owners have indicated that they want to do this. The HOA objected, indicating that it was relying upon the increase in the HOA fee given that the controls were to terminate in 2018.

### **IV. PROGRAM DESCRIPTION**

This program makes available grants to income-qualified Owners of affordable units in Society Hill in the amount of \$200 per month if they agree to extend the affordable housing controls on their units by at least 30 years.

### **V. PROGRAM REQUIREMENTS**

- a. The affordability controls have ended (i.e., they were not previously extended).
- b. The Owner agrees to extend the deed restriction for a period of at least 30 years and thereafter until terminated by the Township.

- c. In order to qualify for the program, the gross annual income of the Owners must be less than the limits set forth below for moderate-income households in Mercer County. Please note that these limits are subject to change.

**MAXIMUM INCOME FOR PARTICIPATION  
IN THE HAMILTON TOWNSHIP HOMEOWNERS ASSOCIATION  
FEE SUBSIDY PROGRAM**

AHPNJ 2018	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Moderate	\$55,557	\$63,494	\$71,431	\$79,368	\$85,717	\$92,066

P&A shall certify applicants for this program using the same process and under the same terms and conditions that it uses to certify applicants to purchase affordable units in the Township, as set forth by N.J.A.C. 5:80-26.1 et seq. and the procedures set forth in the Operating Manual for that purpose.

**VI. THE PROCESS**

- a. P&A will notify all Owners of affordable units at Society Hill whose controls have not been previously extended, of the opportunity to extend their controls and benefit from the HAFSP grants. Included in that mailing will be an application for recertification.
- b. Upon receipt of an application, P&A will review and verify the household income and make a determination as to the Owners eligibility.
- c. A letter will be sent to any Owner who does is not eligible, explaining the reason for the determination.
- d. For those who are deemed income-eligible, P&A will send the relevant documentation, including a UHAC-form Deed Restriction, for execution by the Owner.
- e. Upon receipt of the requisite documentation, fully executed by the Owner, P&A will submit a request to the Municipal Housing Liaison that a monthly subsidy of \$200 be paid to the Homeowners Association to be applied to the account of the Owner, who has extended the affordability controls on the unit and who has qualified to do so.
- f. Contingent upon the availability of funds, this program shall continue as long as the unit is deed-restricted as an affordable unit in the Township, subject to VI(h) below.
- g. In the future, the Township may reevaluate the affordability of a deed-restricted unit upon its sale and transfer to a subsequent Owner.

**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

**ORDINANCE**

No. \_\_\_\_\_

1<sup>st</sup> READING \_\_\_\_\_ DATE TO MAYOR \_\_\_\_\_

2<sup>nd</sup> READING & PUBLIC HEARING \_\_\_\_\_ DATE RESUBMITTED TO COUNCIL \_\_\_\_\_

WITHDRAWN \_\_\_\_\_ LOST \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY BY \_\_\_\_\_

FACTUAL CONTENTS CERTIFIED TO \_\_\_\_\_

\_\_\_\_\_  
TOWNSHIP ATTORNEY

\_\_\_\_\_  
TITLE

**ORDINANCE AMENDING THE CODE OF ORDINANCES,  
HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 550 LAND DEVELOPMENT,  
ARTICLE V: EXCEPTIONS, MODIFICATIONS, AND DEVELOPMENT ALTERNATIVES**

*Whereas*, the New Jersey Council on Affordable Housing ("COAH") has promulgated rules, set forth at N.J.A.C. 5:93 and 5:91, concerning the substantive and procedural requirements for obtaining third round substantive certification of the Township's Housing Element and Fair Share Plan; and

*Whereas*, on March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mt. Laurel trial judges within the Superior Court; and

*Whereas*, on July 8, 2015, the Township submitted a Declaratory Judgment Action to NJ Superior Court; and

*Whereas*, on December 29, 2016, the Township entered into a Settlement Agreement with Fair Share Housing Center resolving the determination of Township's Third Round obligation and setting forth the Township's preliminary compliance plan; and

*Whereas*, on March 31, 2017, the NJ Superior Court approved the Settlement Agreement between the Township and Fair Share Housing Center; and

*Whereas*, conditions of the Court-approved Settlement Agreement require that the Township to update its affordable housing ordinances to be in compliance with current rules and regulations.

*Now, Therefore, Be It Ordained* by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the *Land Development Code, Hamilton Township, New Jersey, Chapter 550, Land Development, Article V, Exceptions, Modifications and Development Alternatives* be amended and supplemented as follows:

**Section 1. Section 550-81 REO-2, REO-4 and REO-5 research, engineering and office districts, and RD research and development districts is hereby amended as follows:**

(1) Principal permitted uses on the land and in buildings.

...

b. In addition to the above the following are permitted, but only in the RD districts except as provided in subsection 7.i. below:

...

7. Planned mixed-use research and development parks, subject to the following requirements and conforming to the findings of a planned development as defined by the Municipal Land Use Law, N.J.S.A. 40:55D-45, and in accordance with an approved general development plan.

...

viii. All planned commercial developments shall have at least one major commercial anchor or magnet store of at least 100,000 square feet. All planned commercial developments shall provide for passive and/or active recreation for patrons. Such area(s) shall be improved in accordance with a consistent design theme which is applied throughout the planned development and in accordance with the standards set forth in section 550-467 **165**.

...

xiii. In order to foster the attractiveness of a site designated as a planned mixed use research and development park and the surrounding neighborhoods and in order to provide an efficient road and utility network, ensure the movement of traffic, implement comprehensive planning and better serve the public health, safety and general welfare, the design standards and criteria in section 550-467 **165** shall be utilized by the planning board in reviewing all site plans and subdivision plats relating to a planned mixed use research and development park. These standards shall not be regarded as inflexible requirements. They are not intended to discourage creativity, invention and innovation.

...

**Section 2. Section 550-90 Mixed-use area II train station overlay is hereby amended as follows:**

...

(c) Principal permitted uses. Principal permitted uses on the land and in the building shall be as follows:

...

(5) In order to foster the attractiveness of a site designed as a mixed-use train station development and the surrounding neighborhoods and in order to provide an efficient road and utility network, insure the movement of traffic, implement comprehensive planning and better serve the public health, safety and general welfare, the design standards and criteria in section 550-467 **165** shall be utilized by the planning board in reviewing all site plans and subdivision plats relating to a mixed-use train station development. These standards shall not be regarded as inflexible requirements. They are not intended to discourage creativity, invention and innovation.

...

**Section 3. Section 550-91 Arts and culture overlay is hereby amended as follows:**

...

(3) General requirements.

...

e. Architectural standards. All development and redevelopment shall comply with the standards in section 550-467 ~~165~~ (evaluation standards and criteria for planned developments).

...

**Section 4. Section 550-165 Affordable Housing; Municipal Housing Liaison subsections (b) through (l) are hereby deleted in their entirety.**

**Section 5. Section 550-166 Affordable Housing Development Fees is hereby deleted in its entirety.**

**Section 6. Section 550-165 Affordable Housing; Municipal Housing Liaison is hereby amended as follows:**

Section 550-165 -~~166 Affordable Housing; Municipal Housing Liaison~~ **Mandatory Affordable Housing Set-Aside.**

**Section 7. Section 550-167 Evaluation standard and criteria for planned developments is hereby amended as follows:**

Section 550-467 ~~165~~ Evaluation standard and criteria for planned developments.

**Section 8. Section 550-167 Affordable Housing Development Fees is hereby created as follows:**

Section 550-167 Affordable Housing Development Fees

(a) Purpose.

- (1) In Holmdel Builder's Association V. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- (2) Pursuant to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of COAH or court of competent jurisdiction and have an approved spending plan may retain fees collected from non-residential development.
- (3) This ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L.2008, c.46,

Sections 8 and 32-38. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This ordinance shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:93-8.

(b) Basic Requirements.

- (1) This ordinance shall not be effective until approved by the Superior Court of New Jersey pursuant to N.J.A.C. 5:93-8.2.
- (2) Hamilton Township shall not spend development fees until the Superior Court of New Jersey has approved a plan for spending such fees in conformance with N.J.A.C. 5:93-5.1(c).

(c) Definitions.

- (1) The following terms, as used in this ordinance, shall have the following meanings:
  - a. "Affordable housing development" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.
  - b. "COAH" or the "Council" means the New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.
  - c. "Development fee" means money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8.
  - d. "Developer" means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.
  - e. "Equalized assessed value" means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c).

(d) Residential Development Fees.

- (1) Imposed fees.
  - a. Within all district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5 percent of the equalized assessed value for residential development provided no increased density is permitted.
  - b. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6.0 percent of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

(2) Eligible Exactions, Ineligible Exactions and Exemptions for Residential Development.

- c. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
- d. Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.

(e) Non-residential Development Fees.

(1) Imposed Fees.

- a. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
- b. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
- c. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

(2) Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development.

- a. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.
- b. The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- c. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.
- d. A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential

development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.

- e. If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by Hamilton Township as a lien against the real property of the owner.
- (f) Collection Procedures.
- (1) Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
  - (2) For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The Developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
  - (3) The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.
  - (4) Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
  - (5) The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
  - (6) Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
  - (7) Should Hamilton Township fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (C.40:55D-8.6).
  - (8) Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
  - (9) Appeal of Development Fees.
    - a. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by Hamilton Township. Appeals from a determination of the Board may be made to the tax court in



accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

- b. A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by Hamilton Township. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

(g) Affordable Housing Trust Fund.

- (1) There is hereby created a separate, interest-bearing housing trust fund to be maintained by the chief financial officer for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
- (2) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount;
  - a. Payments in lieu of on-site construction of affordable units;
  - b. Developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;
  - c. Rental income from municipally operated units;
  - d. Repayments from affordable housing program loans;
  - e. Recapture funds;
  - f. Proceeds from the sale of affordable units; and
  - g. Any other funds collected in connection with Hamilton Township's affordable housing program.
- (3) All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities as per a spending plan approved by the Superior Court of New Jersey.

(h) Use of Funds.

- (1) The expenditure of all funds shall conform to a spending plan approved by the Superior Court of New Jersey. Funds deposited in the housing trust fund may be used for any activity approved by the court to address the Hamilton Township's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:93-8.16 and specified in the approved spending plan.

- (2) Funds shall not be expended to reimburse Hamilton Township for past housing activities.
  - (3) At least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of median income by region.
    - a. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.
    - b. Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income.
    - c. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
  - (4) Hamilton Township may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:93-8.16(d).
  - (5) No more than 20 percent of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's or the court's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the COAH's regulations and/or action are not eligible uses of the affordable housing trust fund.
- (i) Monitoring.
- (1) Hamilton Township shall complete and return to the Superior Court of New Jersey all monitoring forms included in monitoring requirements related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Hamilton Township's housing program, as well as to the expenditure of revenues and implementation of the plan that has been approved by the court. All monitoring reports shall be completed on forms designed by COAH or the special master.
  - (2) On the first anniversary of the execution of the Township's Settlement Agreement with Fair Share Housing Center and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

- (3) For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:270-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
- (4) For the review of very low income housing requirements required by N.J.S.A. 52:270-329.1, within 30 days of the third anniversary of the Township's Settlement Agreement with Fair Share Housing Center, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

(j) Ongoing Collection of Fees.

- (1) The ability for Hamilton Township to impose, collect and expend development fees shall expire with its substantive certification or judgment of compliance from the court unless Hamilton Township has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification, and has received COAH's or the court's approval of its development fee ordinance. If Hamilton Township fails to renew its ability to impose and collect development fees prior to the expiration the judgment of compliance, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320). Hamilton Township shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its judgment of compliance, nor shall Hamilton Township retroactively impose a development fee on such a development. Hamilton Township shall not expend development fees after the expiration of its judgment of compliance.

**Section 9. Section 550-168 Fair Share Housing Plan is hereby deleted in its entirety and replaced with a new Section 550-168 Affordable Housing, which shall read as follows:**

(a) Affordable Housing Obligation.

- (1) This section of the Township Code sets forth regulations regarding the low and moderate income housing units in the Township consistent with the provisions known as the "Substantive Rules of the New Jersey Council on Affordable Housing", N.J.A.C. 5:93 et seq., the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et seq., and the Township's constitutional obligation to provide a fair share of affordable housing for low and moderate income households. In addition, this section applies requirements for very low income housing as established in P.L. 2008, c.46 (the "Roberts Bill").

- (2) This Ordinance is intended to assure that very-low, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very-low, low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.
- (3) The Hamilton Township Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Plan has also been endorsed by the Township Council of the Township of Hamilton. The Fair Share Plan describes the ways the Township shall address its fair share for low- and moderate-income housing as determined by the Superior Court and documented in the Housing Element.
- (4) This Ordinance implements and incorporates the Fair Share Plan and addresses the requirements of N.J.A.C. 5:93, as may be amended and supplemented.
- (5) The Township shall file monitoring reports with the Superior Court and place the reports on its municipal website. Any plan evaluation report of the Housing Element and Fair Share Plan and monitoring prepared by the Special Master in accordance with N.J.A.C. 5:91 shall be available to the public at the Hamilton Township Municipal Building.

(b) Definitions.

- (1) The following terms, as used in this ordinance, shall have the following meanings:

"Accessory apartment" means a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

"Act" means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.).

"Adaptable" means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

"Administrative agent" means the entity responsible for the administration of affordable units in accordance with this ordinance, N.J.A.C. 5:91N.J.A.C. 5:93 and N.J.A.C. 5:80-26.1 et seq.

"Affirmative marketing" means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

"Affordability average" means the average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

"Affordable" means, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:93-7.4; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

"Affordable development" means a housing development all or a portion of which consists of restricted units.

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

“Affordable housing program(s)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share obligation.

“Affordable unit” means a housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:93, and/or funded through an affordable housing trust fund.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80% of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Alternative living arrangement” means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangement includes, but is not limited to: transitional facilities for the homeless, Class A, B, C,D, and E boarding homes as regulated by the New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

“Assisted living residence” means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Certified household” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

“COAH” means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of

any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

"Fair Share Plan" means the plan that describes the mechanisms, strategies and the funding sources, if any, by which the Township proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of N.J.A.C. 5:93-5.

"Housing Element" means the portion of the Township's Master Plan, required by the Municipal Land Use Law ("MLUL"), N.J.S.A. 40:55D-28b(3) and the Act, that includes the information required by N.J.A.C. 5:93-5.1 and establishes the Township's fair share obligation.

"Inclusionary development" means a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

"Low-income household" means a household with a total gross annual household income equal to 50% or less of the median household income.

"Low-income unit" means a restricted unit that is affordable to a low-income household.

"Major system" means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

"Market-rate units" means housing not restricted to low- and moderate-income households that may sell or rent at any price.

"Median income" means the median income by household size for the applicable county, as adopted annually by COAH or approved by the NJ Superior Court.

"Moderate-income household" means a household with a total gross annual household income in excess of 50% but less than 80% of the median household income.

"Moderate-income unit" means a restricted unit that is affordable to a moderate-income household.

"Non-exempt sale" means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

"Random selection process" means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

“Regional asset limit” means the maximum housing value in each housing region affordable to a four-person household with an income at 80% of the regional median as defined by adopted/approved Regional Income Limits.

“Rehabilitation” means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

“Special master” means an expert appointed by a judge to make sure that judicial orders are followed. A master’s function is essentially investigative, compiling evidence or documents to inform some future action by the court.

“UHAC” means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

“Very low-income household” means a household with a total gross annual household income equal to 30% or less of the median household income.

“Very low-income unit” means a restricted unit that is affordable to a very low-income household.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

(c) New Construction. The following requirements shall apply to all new or planned developments that contain low- and moderate- income housing units.

(1) Phasing. Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following phasing schedule for low and moderate income units whether developed in a single phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units <u>Completed</u>	Minimum Percentage of Low- and Moderate- Income <u>Units Completed</u>
25	0
25+1	10
50	50
75	75
90	100

(2) Design. In inclusionary developments, to the extent possible, low- and moderate- income units shall be integrated with the market units.

(3) Payments-in-lieu and off-site construction. The standards for the collection of payments-in-lieu of constructing affordable units or standards for constructing affordable units off-site, shall be in accordance with *N.J.A.C. 5:93-8.10* (c).

- (4) Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.
- (5) Low/Moderate Split and Bedroom Distribution of Affordable Housing Units.
- a. The fair share obligation shall be divided equally between low- and moderate- income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.
  - b. In each affordable development, at least 50% of the restricted units within each bedroom distribution shall be low-income units.
  - c. Within rental developments, of the total number of affordable rental units, at least 13% shall be affordable to very low income households.
  - d. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
    1. The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total low- and moderate-income units;
    2. At least 30% of all low- and moderate-income units shall be two bedroom units;
    3. At least 20% of all low- and moderate-income units shall be three bedroom units; and
    4. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
  - e. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.
- (6) Accessibility Requirements.
- a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.
  - b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
    1. An adaptable toilet and bathing facility on the first floor;
    2. An adaptable kitchen on the first floor;
    3. An interior accessible route of travel on the first floor;
    4. An interior accessible route of travel shall not be required between stories within an individual unit;
    5. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and



6. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the Township has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
  - i. Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
  - ii. To this end, the builder of restricted units shall deposit funds within the Township of Hamilton's affordable housing trust fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
  - iii. The funds deposited under paragraph (2) herein, shall be used by the Township for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
  - iv. The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the Township of Hamilton.
  - v. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township of Hamilton's affordable housing trust fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.
  - vi. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7.

(7) Maximum Rents and Sales Prices.

- a. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and by the Superior Court, utilizing the regional income limits established.
- b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52% of median income.
- c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units.
  1. At least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income.
- d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an affordability average of 55%

for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.

- e. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be met:
  - 1. A studio or efficiency unit shall be affordable to a one-person household;
  - 2. A one-bedroom unit shall be affordable to a one and one-half person household;
  - 3. A two-bedroom unit shall be affordable to a three-person household;
  - 4. A three-bedroom unit shall be affordable to a four and one-half person household; and
  - 5. A four-bedroom unit shall be affordable to a six-person household.
- f. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be met:
  - 1. A studio or efficiency unit shall be affordable to a one-person household;
  - 2. A one-bedroom unit shall be affordable to a one and one-half person household; and
  - 3. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- i. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
- j. The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed 9% in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

- k. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.
- (8) Condominium and Homeowners Association Fees. For any affordable housing unit that is part of a condominium association and/or homeowner's association, the Master Deed shall reflect that the association fee assessed for each affordable housing unit shall be established at 100% of the market rate fee.
- (d) Occupancy Standards.
- (1) In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
    - a. Provide an occupant for each bedroom;
    - b. Provide children of different sex with separate bedrooms; and
    - c. Prevent more than two persons from occupying a single bedroom.
  - (2) Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.
- (e) Selection of Occupants of Affordable Housing Units.
- (1) The administrative agent shall use a random selection process to select occupants of low- and moderate- income housing.
  - (2) A waiting list of all eligible candidates will be maintained in accordance with the provisions of N.J.A.C. 5:80-26 *et seq.*
- (f) Control Periods for Restricted Ownership Units and Enforcement Mechanisms.
- (1) Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years.
  - (2) Rehabilitated owner-occupied single family housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
  - (3) The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
  - (4) The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
  - (5) A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.
- (g) Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

- (1) Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:
  - a. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
  - b. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
  - c. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
  - d. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.
- (h) Buyer Income Eligibility.
  - (1) Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80% of median income.
  - (2) The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33% of the household's certified monthly income.
- (i) Limitations on indebtedness secured by ownership unit; subordination.
  - (1) Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
  - (2) With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C.5:80-26.6(b).
- (j) Control Periods for Restricted Rental Units.
  - (1) Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, and each restricted rental unit shall remain subject to the controls on affordability for a period of at least 30 years.
  - (2) Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.

- (3) Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Mercer. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
  - (4) A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:
    - a. Sublease or assignment of the lease of the unit;
    - b. Sale or other voluntary transfer of the ownership of the unit; or
    - c. The entry and enforcement of any judgment of foreclosure.
- (k) Price Restrictions for Rental Units; Leases.
- (1) A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
  - (2) No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
  - (3) Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
- (l) Tenant Income Eligibility.
- (1) Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
    - a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.
    - b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.
    - c. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.
  - (2) The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
    - a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

- b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
  - c. The household is currently in substandard or overcrowded living conditions;
  - d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
  - e. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- (3) The applicant shall file documentation sufficient to establish the existence of the circumstances in (b)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

(m) Conversions.

Each housing unit created through the conversion of a non-residential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

(n) Municipal Housing Liaison.

- (1) The position of Municipal Housing Liaison for the Township of Hamilton is hereby established. The Municipal Housing Liaison shall be appointed by duly adopted resolution of the Township Council and be subject to the approval by the Superior Court.
- (2) The Municipal Housing Liaison must be either a full-time or part-time employee of the Township of Hamilton.
- (3) The Municipal Housing Liaison must meet the requirements for qualifications, including initial and periodic training found in N.J.A.C. 5:93.
- (4) The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township of Hamilton, including the following responsibilities which may not be contracted out to the Administrative Agent:
  - a. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
  - b. The implementation of the Affirmative Marketing Plan and affordability controls;
  - c. When applicable, supervising any contracting Administrative Agent.
  - d. Monitoring the status of all restricted units in the Township of Hamilton's Fair Share Plan;
  - e. Compiling, verifying and submitting annual reports as required by the Superior Court;
  - f. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and

- g. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Superior Court.
- (o) Administrative Agent.
- (1) The Township shall designate by resolution of the Township Council, subject to the approval of the Superior Court, one or more Administrative Agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:93 and UHAC.
  - (2) An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Superior Court. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).
  - (3) The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:
    - a. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Superior Court;
    - b. Affirmative Marketing;
    - c. Household Certification;
    - d. Affordability Controls;
    - e. Records retention;
    - f. Resale and re-rental;
    - g. Processing requests from unit owners; and
    - h. Enforcement, although the ultimate responsibility for retaining controls on the units rests with the municipality.
    - i. The Administrative Agent shall, as delegated by the Township Council, have the authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.
- (p) Enforcement of Affordable Housing Regulations.
- (1) Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
  - (2) After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
    - a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner,

Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:

1. A fine of not more than \$500.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
  2. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Hamilton Affordable Housing Trust Fund of the gross amount of rent illegally collected;
  3. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
- b. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.
- (3) Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
  - (4) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.
  - (5) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.



- (6) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- (7) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- (8) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.
- (q) Appeals. Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the Township.

**Section 10. Section 550-169 Affirmative Marketing Plan is hereby amended and supplemented as follows:**

...

- f. The following is a listing of community organizations in Mercer, Monmouth, and Ocean Counties **as well as statewide housing advocacy organizations** that will aid in the affirmative marketing program, with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, **and to which the Township will provide notice of all available affordable housing units:**
- Catholic Charities (Lakewood, Ocean Counties).
  - YWCA (Trenton, Mercer County).
  - Long Branch Housing Authority (Long Branch, Monmouth County).
  - Crisis Ministry of Princeton and Trenton (Trenton, Mercer County).
  - Hispanic Affairs and Resource Center of Monmouth County (Freehold, Monmouth County).
  - Love, Inc. (Red Bank, Monmouth County).
  - Rainbow Foundation (New Monmouth, Monmouth County).
  - American Red Cross (Toms River, Ocean County).
  - **Fair Share Housing Center (State)**
  - **NAACP New Jersey Conference (Trenton, State)**
  - **Latino Action Network (Freehold, State)**
  - **The Supportive Housing Association of New Jersey (State)**
  - **The Trenton Branch of the NAACP (Trenton, Mercer County)**

**Section 11. Section 550-170 Growth Share Payment is hereby deleted in its entirety.**

...

**Section 12. Repealer.** All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**Section 13. Severability.** Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any Court of competent jurisdiction that any such portion of this Ordinance is un-Constitutional, void or ineffective for any cause or reason, shall not affect any other portion of this Ordinance.

**Section 14. Effective Date.** This ordinance shall take effect upon its passage and publication, as required by law.



**State of New Jersey**  
**COUNCIL ON AFFORDABLE HOUSING**  
 101 SOUTH BROAD STREET  
 PO Box 813  
 TRENTON NJ 08625-0813  
 (609) 292-3000  
 FAX: (609) 633-6056  
 coahmail@dca.state.nj.us



JOSEPH V. DORIA, JR.  
*Commissioner*  
 LUCY I. VANDENBERG  
*Executive Director*

JON S. CORZINE  
*Governor*

May 13, 2009

The Honorable John Beneivengo  
 Mayor  
 Township of Hamilton  
 2090 Greenwood Ave  
 P.O. Box 00150  
 Hamilton, New Jersey 08650

RE: Appointment of Municipal Housing Liaison  
 Township of Hamilton, County of Mercer

Dear Mayor Beneivengo:

The Council on Affordable Housing (COAH) has received Ordinance #06-031 and your letter appointing Robert Poppert to serve as the Municipal Housing Liaison for the Township of Hamilton.

Mr. Poppert has successfully completed the education and training requirements and meets the standard for this appointment. Should Mr. Poppert cease to be employed by the Township of Hamilton or cease to fulfill the duties of municipal housing liaison as prescribed, the Township shall be required to appoint a municipal housing liaison subject to COAH's approval.

Notice of this appointment should be provided to all interested parties in the process of providing affordable housing in your municipality, including the Planning Board, Zoning Board, Construction Official, Tax Assessor and housing administrators of any existing or proposed affordable housing units in the municipality. Should there be any questions, please contact Heather Mahaley at 609-292-3171.

Sincerely,

*Lucy I Vandenberg*

Lucy Vandenberg, PP, AICP  
 Executive Director

cc: Attached Service List  
 Heather Mahaley, COAH  
 Robert Poppert, Municipal Housing Liaison



**RESOLUTION APPROVING the MUNICIPAL HOUSING LIAISON  
of the Township of Hamilton, County of Mercer**

**WHEREAS**, the Township of Hamilton petitioned the Council on Affordable Housing (COAH) for revised Third Round Substantive Certification on December 30, 2008; and

**WHEREAS**, pursuant to N.J.A.C. 5:96-17 and N.J.A.C. 5:80-26.1 et. seq., the Township of Hamilton is required to appoint a Municipal Housing Liaison for the administration of the Township of Hamilton's affordable housing program to enforce the requirements of N.J.A.C. 5:96-17 and N.J.A.C. 5:80-26.1 et. seq.; and

**WHEREAS**, on September 19, 2006 the Governing Body of the Township of Hamilton adopted Ordinance # 06-031 to provide for the appointment of a Municipal Housing Liaison to administer the Township of Hamilton's affordable housing program; and

**WHEREAS**, on May 2, 2008 the Mayor of the Township of Hamilton appointed Robert Poppert as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Ordinance # 06-031;

**WHEREAS**, Robert Poppert has successfully completed Module I COAH Training for Municipal Housing Liaisons; and

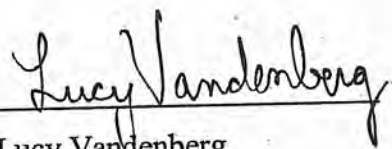
**WHEREAS**, COAH has reviewed the ordinance and adopted resolution for compliance with N.J.A.C. 5:96-17 and N.J.A.C. 5:80-26.1 et. seq., and has determined that the appointment of Robert Poppert complies with all requirements set forth in these sections.

**NOW THEREFORE BE IT RESOLVED**, that COAH hereby approves Robert Poppert as the Municipal Housing Liaison for the administration of the affordable housing program in the Township of Hamilton; and

**BE IT FURTHER RESOLVED**, that Robert Poppert will attend any necessary continuing education opportunities provided or required by COAH; and

**BE IT FURTHER RESOLVED**, that should Robert Poppert cease to be employed by the Township of Hamilton or cease to fulfill the duties of municipal housing liaison as prescribed, the Township of Hamilton shall be required to appoint a municipal housing liaison subject to COAH's approval.

Date: May 6, 2009

  
\_\_\_\_\_  
Lucy Vandenberg  
Executive Director  
Council on Affordable Housing

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

ORDINANCE

No. 06 031

1ST READING September 5, 2006

DATE TO MAYOR September 21, 2006

2ND READING & PUBLIC HEARING Sept. 19, 2006

DATE RESUBMITTED TO COUNCIL \_\_\_\_\_

WITHDRAWN \_\_\_\_\_ LOST \_\_\_\_\_

DATE EFFECTIVE October 12, 2006

APPROVED AS TO FORM AND LEGALITY

FACTUAL CONTENTS CERTIFIED TO BY

TOWNSHIP ATTORNEY

TITLE

**ORDINANCE AMENDING AND SUPPLEMENTING THE CODE OF ORDINANCES, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 160, LAND DEVELOPMENT, ARTICLE V, EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES, SECTION 160-166, AFFORDABLE HOUSING**

Whereas on or about December 20, 2005, the Township of Hamilton petitioned New Jersey's Council on Affordable Housing (COAH) for substantive certification of the Township's Round III housing element and fair share plan;

Whereas the Township's fair share plan promotes an affordable housing program pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., and COAH's Round III rules and regulations; and

Whereas the Township is required to create the position of, and appoint an individual as, Municipal Housing Liaison for the administration of the Township's affordable housing program, to ensure compliance with COAH's requirements, including N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et seq.; and

Whereas COAH rules require that any and all approved changes to the Township's affordable housing and fair share plan must be adopted by ordinance;

Now, Therefore, Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the Code of Ordinances of Hamilton Township, New Jersey as amended and supplemented, be further amended and supplemented as follows:

06 031

CHAPTER 160

ARTICLE V. Exceptions, Modifications and Development Alternatives

Sec. 160-165. Affordable housing; municipal housing liaison.

(1) Municipal housing liaison

A. Definitions

Municipal Housing Liaison: the municipal employee charged with the responsibility for oversight and administration of the Township's affordable housing program.

Administrative agent: the entity responsible for administering the affordability controls of some or all units in the affordable housing program for the Township, so as to ensure that the restricted units are affirmatively marketed and sold or rented, as applicable, only to qualified low and moderate income household.

B. Position; powers and duties; compensation

EXPLANATION

Matter underlined thus in this legislation is new matter. Matter contained within brackets [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON  
 COUNTY OF MERCER, NEW JERSEY

ORDINANCE

No. 06 031

**ORDINANCE AMENDING AND SUPPLEMENTING THE CODE OF ORDINANCES, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 160, LAND DEVELOPMENT, ARTICLE V, EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES, SECTION 160-165, AFFORDABLE HOUSING**

(I) There is hereby established the position of Municipal Housing Liaison for the Township. The Municipal Housing Liaison shall be appointed by the Mayor, and may be a full or part-time municipal employee.

(ii) The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program of the Township, including the following responsibilities which may not be contracted out:

- (a) servicing as the Township's primary point of contact for all inquires from the State, affordable housing providers, Administrative Agent(s) and interested households;
- (b) monitoring the status of all restricted units in the Township's fair share plan;
- (c) collecting information from the Administrative Agent(s), compiling, verifying and submitting annual reports as required by COAH;
- (d) coordinating meetings with affordable housing providers and Administrative Agent(s), as applicable;
- (e) attending continuing education opportunities on afford ability controls, compliance monitoring and affirmative marketing as offered and/or approved by COAH.

(iii) Any compensation to be paid for this position shall be set by Town Council.

C. Administrative Agent; oversight

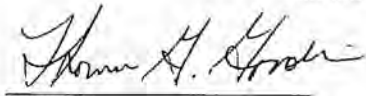
Subject to COAH approval, the Township may contract with or authorize a consultant, authority, government or any agency to assume the responsibility of administering the Township's affordable housing program. If the Township chooses to contract with another entity for said responsibilities, the Municipal Housing Liaison shall be responsible for supervising the contracting Administrative Agent.

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

This Ordinance shall become effective immediately upon final adoption and publication thereof according to law.

EXPLANATION

Matter underlined thus in this legislation is new matter.  
 Matter contained within brackets [thus] is to be omitted from the law.

  
 PRESIDENT

  
 MUNICIPAL CLERK

06 031

RECORD OF VOTE													
First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
EDWARD M. PATTIK	✓					✓	EDWARD M. PATTIK	✓					✓
SHANNON CENCI	✓				✓		SHANNON CENCI	✓					✓
DAVID J. KENNY	✓						DAVID J. KENNY	✓					
DENNIS PONE	✓						DENNIS PONE	✓					
THOMAS G. GOODWIN	✓						THOMAS G. GOODWIN	✓					

X - Indicate Vote    A.B. - Absent    N.V. - Not Voting    ORD. - Moved    SEC. - Seconded

REJECTED \_\_\_\_\_

APPROVED

GLEN D. GILMORE, MAYOR

DATE

9-22-06

RECONSIDERED BY COUNCIL \_\_\_\_\_

OVERRIDE VOTE

AYE \_\_\_\_\_

NAY \_\_\_\_\_

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

ORDINANCE

No. 17 025

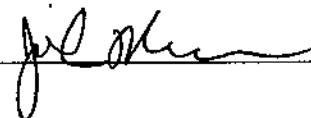
1ST READING May 24, 2017  
2ND READING & PUBLIC HEARING June 20, 2017  
WITHDRAWN \_\_\_\_\_ LOST \_\_\_\_\_

DATE TO MAYOR June 21, 2017  
DATE RESUBMITTED TO COUNCIL \_\_\_\_\_  
DATE EFFECTIVE July 18, 2017

APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_  
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

  
\_\_\_\_\_  
TITLE

**ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 160, LAND DEVELOPMENT, ARTICLE V, EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES, SECTION 160-165, AFFORDABLE HOUSING; MUNICIPAL HOUSING LIAISON**

Whereas, the New Jersey Council on Affordable Housing ("COAH") has promulgated rules, set forth at N.J.A.C. 5:93 and 5:91, concerning the substantive and procedural requirements for obtaining third round substantive certification of the Township's Housing Element and Fair Share Plan; and

Whereas, on March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mt. Laurel trial judges within the Superior Court; and

Whereas, on July 8, 2015, the Township submitted a Declaratory Judgment Action to NJ Superior Court; and

Whereas, on December 29, 2016, the Township entered into a Settlement Agreement with Fair Share Housing Center resolving the determination of Township's Third Round obligation and setting forth the Township's preliminary compliance plan; and

Whereas, on March 31, 2017, the NJ Superior Court approved the Settlement Agreement between the Township and Fair Share Housing Center; and

Whereas, conditions of the Court-approved Settlement Agreement require that the Township update its affordable housing ordinances to be in compliance with current rules and to implement a municipal-wide affordable housing set-aside requirement.

Now, Therefore, Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the *Land Development Code, Hamilton Township, New Jersey, Chapter 160, Land Development, Article V, Exceptions, Modifications and Development Alternatives, Section 160-165, Affordable housing; municipal housing liaison*, as amended and supplemented, be further amended and supplemented as follows:

EXPLANATION     Matter UNDERLINED thus in this legislation is new matter.  
                         Matter contained in BRACKETS [thus] is to be omitted from the law.

40  
17 025



TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

ORDINANCE

No. 17 025

ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 160, LAND DEVELOPMENT, ARTICLE V, EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES, SECTION 160-165, AFFORDABLE HOUSING; MUNICIPAL HOUSING LIAISON

Chapter 160

LAND DEVELOPMENT

ARTICLE V. EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES

.....  
Sec. 160-165. Affordable housing; municipal housing liaison.

(a) Mandatory set-aside of units.

- 4b
- (1) All residential inclusionary developments in R-7, R-10, R-15, R-25, [R-40, R-80] RRC and AT districts shall be required to set aside mandatory 20% of the dwelling units for the construction of low- and moderate-income housing in accordance with the provisions of this section.
- (2) A mandatory affordable housing set-aside requirement of 20% shall be imposed on any multi-family development created through any Township or Land Use Board action involving a rezoning, use variance, density variance, redevelopment plan or rehabilitation plan permitting redevelopment, which density is at or above six (6) dwelling units per acre and results in the construction of five (5) or more units.
- 17 025
- [[2] 3) The developer shall provide that half of the low- and moderate-income units constructed be affordable by low-income households and that the remaining half be affordable by moderate-income households. At least 13 percent of all restricted rental units shall be very low income units (affordable to a household earning 30 percent or less of median income.) The very low income units shall be counted as part of the required number of low income units within the development.
- [[3] 4) Subdivision and site plan approval shall be denied by the board unless the developer complies with the requirements to provide low- and moderate-income housing pursuant to the provisions of this section. A property shall not be permitted to be subdivided so as to avoid meeting this requirement. The board may impose any reasonable conditions to ensure such compliance.
- (5) The mandatory affordable housing set-aside requirement shall not give any developer the right to any such rezoning, variance, or other relief as set forth above or establish any obligation on the part of the Township to grant such rezoning, variance or other relief.

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

**ORDINANCE**

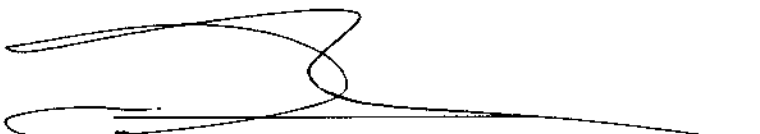
No. 17 025

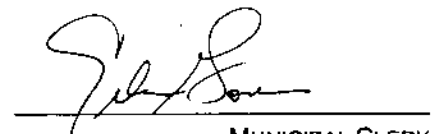
**ORDINANCE AMENDING AND SUPPLEMENTING THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY, CHAPTER 160, LAND DEVELOPMENT, ARTICLE V, EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES, SECTION 160-165, AFFORDABLE HOUSING; MUNICIPAL HOUSING LIAISON**

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

This Ordinance shall become effective immediately upon final adoption and publication thereof according to law.

17 025

  
PRESIDENT

  
MUNICIPAL CLERK

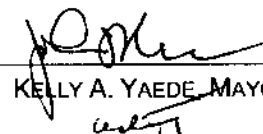
RECORD OF VOTE													
First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
DAVID J. KENNY	✓					✓	DAVID J. KENNY	✓					
ILEANA SCHIRMER	✓				✓		ILEANA SCHIRMER				✓		
DINA THORNTON	✓						DINA THORNTON	✓				✓	
RALPH V. MASTRANGELO	✓						RALPH V. MASTRANGELO	✓					✓
DENNIS A. PONE	✓						DENNIS A. PONE	✓					

X - Indicates Vote    A.B. - Absent    N.V. - Not Voting    ORD. - Moved    SEC. - Seconded

REJECTED \_\_\_\_\_

APPROVED  \_\_\_\_\_

RECONSIDERED BY COUNCIL \_\_\_\_\_

  
KELLY A. YAEDE, MAYOR

DATE 6/29/17

\_\_\_\_\_

\_\_\_\_\_ OVERRIDE VOTE    AYE \_\_\_\_\_ NAY \_\_\_\_\_

W:\COUNCIL\Ordinance\LANDDEVL\2017 Revisions\Sec160-165.AffordableHousing.MunicipalHousingLiaison.02.wpd

**EXPLANATION**    Matter UNDERLINED thus in this legislation is new matter.  
Matter contained in **BRACKETS [thus]** is to be omitted from the law.

## 53. COMMUNITY OPTIONS – 25 TATTLETOWN ROAD



# Community Options, Inc.

---

Supporting People with Disabilities since 1989

506 Hamburg Turnpike, Suite 107, Wayne, NJ 07470  
Phone: 973-905-4015 / Fax: 862-257-9788

Robert Stack  
President/ CEO

August 8, 2018

Mr. Robert C. Poppert  
Township Planner, Division of Planning  
2090 Greenwood Avenue  
Hamilton, New Jersey 08650

**RE: 25 Tattletown Road Funding Proposal**

Dear Mr. Poppert,

I am writing to respectfully request for funding assistance for Community Options, Inc. (COI) to make necessary repairs at 25 Tattletown Road, Hamilton, NJ 08650. The property is owned by COI and is licensed by the Department of Children and Families to be used as a group home for four individuals under the age of 21.

As part of the funding agreement, the property will be deed restricted as affordable housing for a period of up to thirty years.

The following items are in need of repair and/or replacement:

1. Installation of a new septic system to replace malfunctioning system.
2. Tree removal and section of fence to allow for septic contractor to do their work
3. Add HVAC to rooms above garages

We have received bids for a septic contractor, which are attached. Items 2 and 3 are currently in the process of receiving bids.

Community Options a national non-profit organization based in New Jersey. We operate over 130 licensed residential programs through the Department of Human Services and Department of Children and Families in New Jersey.

Thank you for your time and consideration. If you have any questions, I can be reached at 551-204-4982. We look forward to an opportunity to work with you on this project.

Sincerely,

Wei-Han Zhou  
Special Projects Manager

**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

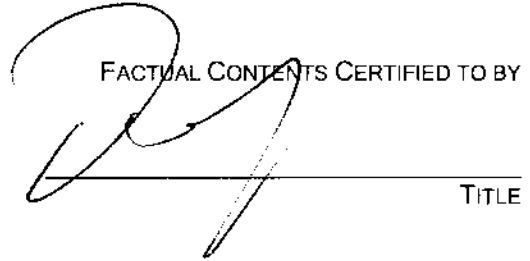
**RESOLUTION**

No. 18 556

APPROVED AS TO FORM AND LEGALITY

  
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

  
TITLE

**RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO COMMUNITY OPTIONS, INC. FOR RENOVATIONS TO 25 TATTLETOWN ROAD (5 BEDROOMS); (\$60,000.00 TOTAL GRANT AMOUNT)**

*Whereas* Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

*Whereas* Hamilton Township petitioned the Superior Court on July 7, 2015 for determination that Hamilton Township's Housing Element and Fair Share Plan is constitutionally compliant, as well as a Judgment of Compliance and Repose and Builders Remedy Immunity; and

*Whereas* on November 7, 2018 the court ruled after conclusion of a final compliance hearing that Hamilton Township had a constitutionally compliant Housing Element and Fair Share Plan and directed that an order be entered so providing and subject to specified conditions; and

*Whereas* the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.); and

*Whereas* Community Options, Inc. was incorporated on February 9, 1989 to develop residential and employment supports for people with severe disabilities; and

*Whereas* Community Options, Inc. is the owner of a property located at 25 Tattletown Road in Hamilton Township, which is a 5 bedroom community home that provides housing for individuals with severe disabilities; and

*Whereas* Community Options, Inc. has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to subsidize the cost of renovations to the aforementioned property; and

*Whereas* Mayor Kelly A. Yaede and the Council of Hamilton wish to allocate \$60,000.00 from the Township's Affordable Housing Trust Fund to Community Options, Inc., for renovations to 25 Tattletown Road (5 bedrooms); and

*Whereas* upon acceptance of these grant monies, the aforesaid property will be subject to a deed restriction as an affordable housing property for 30 years and thereafter until terminated by the Township; and

*Whereas* this allocation is also subject to the Court's approval of the creditworthiness of the unit located at 25 Tattletown Road (5 bedrooms) and the expenditure of funds for renovations to said unit; and

*Whereas* this allocation is also subject to execution of an Agreement between Community Options, Inc. and Hamilton Township; and

3P  
18 556

**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

**RESOLUTION**

No. 18 556

**RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO COMMUNITY OPTIONS, INC. FOR RENOVATIONS TO 25 TATTLETOWN ROAD (5 BEDROOMS); (\$60,000.00 TOTAL GRANT AMOUNT)**

*Whereas* it is in the best interest of the citizens of the Township to proceed with this commitment to Community Options, Inc.;

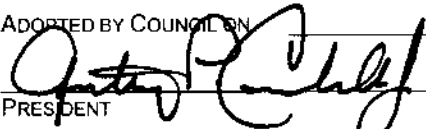
*Now, Therefore, Be It Resolved* by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that upon entry of a Conditional Judgment of Compliance and Repose, the proper municipal officials be and hereby are authorized to allocate \$60,000.00 from the Township's Affordable Housing Trust Fund to Community Options, Inc., in order to subsidize renovations to a property located at 25 Tattletown Road (5 bedrooms) in Hamilton Township.

*Be It Further Resolved* by the Council of the Township of Hamilton that the Mayor and Clerk are authorized and directed to execute a Deed Restriction for the aforementioned property and that the Township shall record such instrument after execution by the other party thereto.

*Be It Further Resolved* by the Council of the Township of Hamilton that the proper officials be and hereby are authorized to execute an Agreement with Community Options, Inc., and that their signatures constitute acceptance of the terms and conditions of the Agreement.

3P

18 556

ADOPTED BY COUNCIL ON  
  
PRESIDENT

December 18, 2018  
DATE

  
MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					✓
RALPH V. MASTRANGELO	✓					
RICHARD L. TIGHE, JR.	✓					
JEFFREY S. MARTIN			✓		✓	
ANTHONY P. CARABELLI, JR.	✓					

X - Indicates Vote    A.B. - Absent    N.V. - Not Voting    RES. - Moved    SEC. - Seconded

54. MERCER ARC –  
11 PHAETON DRIVE



Mercer

Robert C. Poppert, PP, AICP  
Township Planner, Division of Planning  
Municipal Housing Liaison  
Department of Community Planning and Compliance  
2090 Greenwood Avenue  
Hamilton, NJ 08650  
609-890-3674  
rpoppert@hamiltonnj.com

Achieve with us.®

October 24, 2018

Dear Mr. Poppert,

It was a pleasure speaking with you concerning COAH credits, per our conversation with your office, I am formally requesting \$120,000.00 COAH matching funds to enable The Arc Mercer to purchase and renovate a four bedroom home in Hamilton to meet the needs of adults with special needs.

The address of the projected home is 11 Phaeton Drive, Hamilton, NJ. The home is listed for sale and we are currently looking for move forward with the purchase of the home. I have attached the information sheet on the property. It is an excellent property, in a great neighborhood, and will need just the State of New Jersey, Division of Disabilities (DDD) required repairs.

The Arc Mercer is proud to be a partner with Hamilton Township to meet the COAH needs of the township while serving the families of people with special needs in Mercer County.

We greatly appreciate your consideration of this request. I am contacting you as the Director of Facilities for The Arc Mercer and can be reached at 609-643-5220 or [mkearns@arcmercer.org](mailto:mkearns@arcmercer.org) for any additional information.

Thank you so much for your dedication in serving the affordable housing needs of people with special needs in Hamilton. I look forward to your response and partnering on this future endeavor.

Yours truly,

Michael Kearns  
Director of Facilities  
The Arc Mercer



11 Phaeton Dr, Hamilton Square, NJ 08690

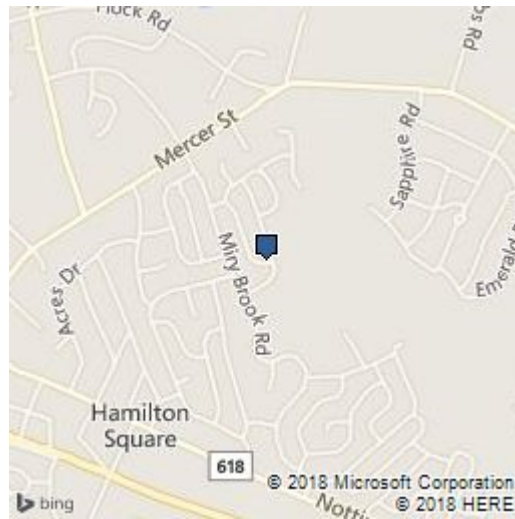
Residential

Active

↓ \$289,900



1 / 25



MLS #: 7206776  
 Tax ID #: [03-01848-00015](#)  
 County: Mercer, NJ  
 MLS Area: Hamilton Twp - Mercer County (21103)  
 Subdiv / Neigh: Sunset Manor  
 School District: [Hamilton Townsh](#)  
 - High: Hamilton East-Steinert H.S.  
 - Middle: Emily C. Reynolds M.S.  
 - Elementary: University Hts./H.D. Morrison E.S.  
 Building:  
 Floor Number:  
 Waterfront: No

**Lot Info**

Acres / Lot Sq Ft: .17 / 7,500  
 Lot Dimensions: 75X100  
 Land Use / Zoning: RES  
 Block / Lot: 01848 / 00015

**Association / Community**

Condo / HOA: No / No  
 Recurring Fee:

**Rooms**

Total Rooms:  
 Full Baths: 2 Main, 0 Up, 0 Low  
 Main Bedroom: 17 x 16 Main  
 Second Bedroom: 12 x 13 Main  
 Third Bedroom: 12 x 13 Main  
 Fourth Bedroom: 12 x 8 Main

Beds: 4  
 Baths: 2 / 0  
 Approx Interior SQFT: 1,664 / Assessor  
 Price / Sq Ft: \$174.22

Style: Ranch  
 Design: 1 Story  
 Type: Single/Detached  
 Ownership: Fee Simple  
 Age: 63  
 New Construct: No  
 Condition: Average+  
 Central Air: Yes

**Tax Info**

Taxes / Year: \$6,785 / 2017  
 Assessment: \$233,800  
 Land Assessment: 84,500  
 Improvement Asmt: 149,300

Adult 55+/62+ Comm: No  
 One-Time Fee:

Part Baths: 0 Main, 0 Up, 0 Low  
 Living/Great Room: 12 x 20 Main  
 Kitchen: 30 x 12 Main  
 Family Room: 12 x 12 Main

**Features**

Exterior: Aluminum/Steel Exterior, Vinyl Exterior, Fencing, Sidewalks, Street Lights, No Swimming Pool  
 Interior: Cable TV Wired, Cathedral/Vault Ceiling, Skylight(s), Access Panel Attic, Foyer/Vestibule Entrance, Den/Study/Library, No/Unknown Accessibility Modifications, Main Floor Laundry, No Fireplace  
 Kitchen: Eat-In Kitchen, Built In Dishwasher, Built In Range, Built In Refrigerator, Cook Top, Gas Cooking  
 Basement: Crawl Space  
 Parking: No Garage, 2-Car Parking, Driveway Parking, Street Parking

Utilities: **Central Air, Gas Heating, Hot Air , Gas Hot Water, Public Water, Public Sewer**

---

Inclusions: **Washer, Dryer, Refrigerator**

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**Remarks**

Public: **Expanded and well maintained. This 4 bedroom 2 full bath offers a Master bedroom suite addition. New expanded 30 x 12 Kitchen. Den with cathedral ceilings. 2 new baths, newer windows, siding and roof. Covered side porch. You will be impressed with size and open floor plan. Fenced in yard and the list goes on.**

---

Directions: **Mercer to Mirybrook to left on Sun Valley to right on Phaeton**

**Listing Information**

MLS #:7206776

Earliest Possession: **30-90 Days**Days On Market: **99**

Cynthia Malsbury  
ERA Central Realty Group  
609-203-4959

© TREND - All information, regardless of source, should be verified by personal inspection by and/or with the appropriate professional(s). The information is not guaranteed. Measurements are solely for the purpose of marketing, may not be exact, and should not be relied upon for loan, valuation, or other purposes. Copyright 2018.

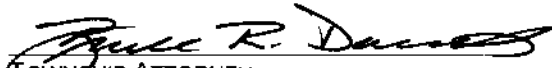
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**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

**RESOLUTION**

No. 18 357

APPROVED AS TO FORM AND LEGALITY

  
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

  
TITLE

**RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO THE ARC/MERCER, INC. TO PURCHASE AND RENOVATE 11 PHAETON DRIVE (4 BEDROOMS); (\$120,000.00 TOTAL GRANT AMOUNT)**

*Whereas* Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

*Whereas* Hamilton Township petitioned the Superior Court on July 7, 2015 for determination that Hamilton Township's Housing Element and Fair Share Plan is constitutionally compliant, as well as a Judgment of Compliance and Repose and Builders Remedy Immunity; and

*Whereas* on November 7, 2018 the court ruled after conclusion of a final compliance hearing that Hamilton Township had a constitutionally compliant Housing Element and Fair Share Plan and directed that an order be entered so providing and subject to specified conditions; and

*Whereas* the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.); and

*Whereas* The Arc/Mercer Inc. is a not-for-profit organization that is committed to securing for all people with developmental disabilities the opportunity to choose and realize their goals; and

*Whereas* The Arc/Mercer Inc. is interested in purchasing a property located at 11 Phaeton Drive in Hamilton Township, which will be renovated to create a 4 bedroom community home to provide permanent housing for individuals with developmental disabilities; and

*Whereas* The Arc/Mercer Inc. has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to subsidize the cost of the purchase of and renovations to the aforementioned property; and

*Whereas* Mayor Kelly A. Yaede and the Council of Hamilton wish to allocate \$120,000.00 from the Township's Affordable Housing Trust Fund to The Arc/Mercer Inc., for the purchase of and renovations to 11 Phaeton Drive (4 bedrooms); and

*Whereas* upon acceptance of these grant monies, the aforesaid property will be subject to a deed restriction as an affordable housing property for 30 years and thereafter until terminated by the Township; and

*Whereas* this allocation is also subject to the Court's approval of the creditworthiness of the unit located at 11 Phaeton Drive (4 bedrooms) and the expenditure of funds for the purchase of and renovations to said unit; and

18 357  
30

**TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY**

**RESOLUTION**

No. 18 357

**RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO THE ARC/MERCER, INC. TO PURCHASE AND RENOVATE 11 PHAETON DRIVE (4 BEDROOMS); (\$120,000.00 TOTAL GRANT AMOUNT)**

*Whereas* this allocation is also subject to execution of an Agreement between The Arc/Mercer Inc. and Hamilton Township; and

*Whereas* it is in the best interest of the citizens of the Township to proceed with this commitment to The Arc/Mercer Inc.;

*Now, Therefore, Be It Resolved* by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that upon entry of a Conditional Judgment of Compliance and Repose, the proper municipal officials be and hereby are authorized to allocate \$120,000.00 from the Township's Affordable Housing Trust Fund to The Arc/Mercer Inc., in order to subsidize the purchase of and renovations to a property located at 11 Phaeton Drive (4 bedrooms) in Hamilton Township.

*Be It Further Resolved* by the Council of the Township of Hamilton that the Mayor and Clerk are authorized and directed to execute a Deed Restriction for the aforementioned property and that the Township shall record such instrument after execution by the other party thereto.

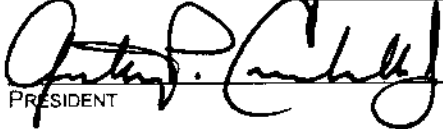
*Be It Further Resolved* by the Council of the Township of Hamilton that the proper officials be and hereby are authorized to execute an Agreement with The Arc/Mercer Inc., and that their signatures constitute acceptance of the terms and conditions of the Agreement.

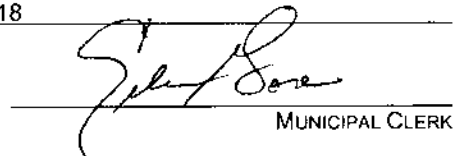
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18 357

ADOPTED BY COUNCIL ON

December 18, 2018

DATE

  
PRESIDENT

  
MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					✓
RALPH V. MASTRANGELO	✓					
RICHARD L. TIGHE, JR.	✓					
JEFFREY S. MARTIN	✓				✓	
ANTHONY P. CARABELLI, JR.	✓					

X - Indicates Vote    A.B. - Absent    N.V. - Not Voting    RES. - Moved    SEC. - Seconded