Appendix A | 2017 FSHC Settlement Agreement

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November 20, 2017

Wendy Rubinstein
DeCotiis, FitzPatrick, & Cole, LLP
Glenpointe Center West
500 Frank W. Burr Blvd., Ste. 31
Teaneck, New Jersey 07666

Re: In the Matter of the Township of Green Brook, County of Somerset, Docket No. SOM-L-903-15

Dear Mrs. Rubinstein:

This letter memorializes the terms of an agreement reached between the Township of Green Brook (the Township or "Green Brook"), 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

Green Brook filed the above-captioned matter on July 6, 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. Through the declaratory judgment 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.

Settlement terms

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through 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 Green Brook hereby agree that Green Brook's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report)	11
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	151
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this settlement agreement)	274

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).

5. FSHC and the Township agree that Green Brook does not accept the basis of the methodology or calculation proffered by FSHC's consultant, David N. Kinsey, PhD, P.P., F.A.I.C.P. The Parties agree to the terms in this agreement solely for purposes of settlement of this action. Although the Township does not accept the basis of the methodology or calculations proffered by FSHC's consultant, FSHC contends and is free to take the position before the Court that the 274 Third Round obligation should be accepted by the Court because it is based on the Prior Round methodology and reflects a reduction from Dr. Kinsey's May 2016 calculation of the Township's Third Round prospective need.

6. The Township's efforts to meet its present need include the following: Upon approval of this Settlement Agreement by the Court, the Township will reserve $110,000 of its affordable housing trust fund account to complete up to 11 rehabilitations through a Township sponsored rehabilitation program. This is sufficient to satisfy the Township's present need obligation of 11 units.

7. As noted above, the Township has a Prior Round prospective need of 151 units, which is met through the following compliance mechanisms:

Development	Credit Type	Tenure	Age-Restricted	Units	Bonus	Credits
Tallwoods*	Inclusionary	Rental		20	20	40
Woods at King George*	Inclusionary	Rental		67	18	85
Mountainview*	Inclusionary	Sale		26	0	26
Total				113	38	151

*Existing

8. The municipality, as calculated in Exh. A, has a realistic development potential (RDP) of 85 units. That RDP will be satisfied as follows, as will be more fully described in Township's Housing Element and Fair Share Plan:

[1] David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.

Development	Credit Type	Tenure	Age-Restricted	Units	Bonus	Credits
Mountainview*	Inclusionary	Sale		2		2
Estel Place*	Alternate Living Arrangement	Rental		5	5	10
Warrenville Road, Inc. (Alternatives)*	Alternate Living Arrangement	Rental		3	3	6
Cygna**	Inclusionary	Rental		6	6	12
Block 158 (Sage)	Inclusionary	TBD		40	0	40
Block 101.12 (Twp Parcel)	Inclusionary	Rental		8	8	16
Total				64	22	86

*Existing
**Under Construction

a. The Cygna, Inc. (998 Washington Avenue, Block 83, Lot 2.01) development has been approved by the Township for preliminary and final site plan approval. The inclusionary development will provide 6 family rental units.
b. The Township parcel known as 45 King George Road (Block 101.12, Lot 3.01) is envisioned to become an inclusionary development with 16 units, of which 8 would be family rental affordable units. The Township issued a Request for Proposals for the property and is currently reviewing the responses.
c. The Sage site (Block 158, Lots 11, 12, 29, 30 and 31) would be permitted to construct an inclusionary development with a maximum of 160 units with a 25% set-aside (40 family units).

9. The RDP of 85, subtracted from the Third Round obligation of 274 units, results in an unmet need of 189 units, which shall be addressed through the following mechanisms, as will be more fully described in Township's Housing Element and Fair Share Plan:

a. One surplus credit from the above mechanisms
b. The Township will rezone Block 103, Lots 2,3, and 4 (known as Paoella) to permit for-sale housing at 6 units per acre with a 20% set-aside or rental housing at 12 units per acre with a 20% set-aside.
c. The Township is currently conducting a Village Center Visioning Study for the existing Village Commercial Zoning District. The study is anticipated to conclude in June 2018. Within twelve (12) months of the approval of this agreement by the Court at a Fairness Hearing, the Township will adopt overlay zoning and/or rezoning for the Village Commercial Zoning District permitting the development of additional residential units as part of multifamily residential and/or mixed-use zoning, if recommended by the Study, and subject to the review of FSHC and the Special

Master. The Township reserves the right to consider age-restricted, senior housing in this area as well, up to the maximum 25 percent allowable.

d. As an additional mechanism to address unmet need, the Township will adopt a mandatory set-aside ordinance in a form satisfactory to FSHC and the Special Master, so as to establish zoning standards that provide for an inclusionary zoning requirement on future multifamily development of five (5) or more units in the Township that become permissible through planning board approval, zoning board approval, or a new or amended redevelopment or rehabilitation plan. The Township will require a set-aside of at least 15 percent of all units in rental developments as affordable, and 20 percent of all units in for-sale developments as affordable, with at least 50 percent of the units in each development being affordable to low-income households including 13 percent in rental developments affordable to very-low-income households, with all such affordable units including the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, and all other applicable law. Language shall be included in the Ordinance to explicitly address that developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold. This ordinance does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of the Township to grant such rezoning, variance, or other relief.

10. The Township will provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the Sage site (Block 158, Lots 11, 12, 29, 30 and 31) and Pacella site (Block 103, Lots 2, 3, and 4) as referenced above. As to the Sage site, the Township shall adopt an Ordinance as provided for in Township Ordinance 2013-797 "ratifying, amending or withdrawing, as the case may be, the within Ordinance providing for the rezoning of the Sage Site" no later than 60 days after the entry of an order by the Court approving the fairness of this Agreement which shall ratify Ordinance 2013-797 as written except that said Ordinance shall amend (a) section 614.3-2 of Ordinance 2013-797 to replace the text "Thirteen percent of the low income units shall be affordable to households at 30 percent of median income" with "Thirteen percent of the low and moderate income units shall be affordable to households at 30 percent of median income" and (b) section 614.7-1 of Ordinance 2013-797 to replace the text "At least 13% of the low income rental units must be affordable to very low income households." With "At least 13% of the low and moderate income units must be affordable to very low income households." As to the Pacella site, the Township shall adopt an Ordinance in conformance with the deadlines provided for in section 15 of this Agreement.

11. 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. As to the development to be built on municipally-owned property, 45 King George Road (Block 101.12, Lot 3.01), 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 shall provide such a pro-forma and stable alternative source in conformance with the deadlines provided for in section 15 of this Agreement.

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 shall provide this information as part of the Housing Element and Fair Share Plan in conformance with the deadlines provided for in section 15 of this Agreement.

12. The Township agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. Based upon the agreed Third Round RDP of 85, there is a requirement for 12 units to be reserved for very low income households. The municipality will comply with those requirements as follows:
    a. The three (3) beds at Warrenville Road provide very low income housing.
    b. The five (5) beds at Estel Place provide very low income housing.
    c. A 13% very low income set-aside would be imposed on development within the Paoella, Sage and 45 King George Road sites and as part of the Township-wide Set-aside Ordinance for rental units constructed under that Ordinance and any residential uses permitted by the Village Commercial Zoning District Overlay.

13. 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 8 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 25 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 percent 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 percent of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

14. 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 New Jersey Housing Resource Center, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units.

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.

15. 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. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:
    a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 3) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
    b. The income limits attached hereto as Exhibit B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2017, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
    c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
    d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.

16. 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.

17. As an essential term of this Agreement, within one hundred and twenty (120) days of Court's approval of this Agreement, the Township shall introduce an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

18. The parties agree that if a decision of a court of competent jurisdiction in Somerset County, Vicinage 13 (Hunterdon, Warren, Somerset), 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 ten (10%) 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 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.

19. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with 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 granting of a Final Judgment of Compliance and Repose or judicial equivalent to substantive certification and every anniversary thereafter through the end of 2025, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, 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,. 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. Such forms shall be provided to the Township prior to the compliance hearing.

20. On the first anniversary of the granting of a Final Judgment of Compliance and Repose or judicial equivalent of substantive certification, and every anniversary thereafter through the end of 2025, 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. Such forms shall be provided to the Township prior to the compliance hearing.

21 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.
    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 a Final Judgment of Compliance and Repose or judicial equivalent of substantive certification, 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.

22. 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.

23. 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 to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties agree the Township will receive a Judgment of Compliance and Repose or "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015), which shall be determined by the trial judge and both parties agree not to appeal the decision of the trial judge as to whether Green Brook receives a Judgment of Compliance and Repose or the judicial equivalent

of substantive certification. The "accompanying protection" shall remain in effect through July 1, 2025. If the settlement agreement is rejected by the Court at a fairness hearing it shall be null and void.

24. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of $3,750 within thirty (30) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.

25. 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.

26. This settlement agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Somerset County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.

27. 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.

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

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

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

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

TO FSHC:

Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE TOWNSHIP:

Wendy Rubinstein
DeCotiis, FitzPatrick, Cole & Giblin, LLP
Glenpointe Center West
500 Frank W. Burr Blvd., Ste. 31
Teaneck, New Jersey 07666

Telecopier: (201) 928-0588
Email: wrubinstein@decotiislaw.com

WITH A COPY TO THE MUNICIPAL CLERK:

Kelly G. Cupit
Municipal Clerk
111 Greenbrook Road
Green Brook, NJ 08812

Telecopier: (732) 968-4088
Email: kcupit@greenbrooktwp.org

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 Green Brook, with the authorization of the governing body:



Dated: 11/20/2017

EXHIBIT A: THIRD ROUND VACANT LAND ADJUSTMENT

Township of Green Brook
Vacant Land Inventory

10/2/2017

Block	Lot	Address	Owner	Property Class	Zoning	Planning Area	Sewer Service Area	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments	Include in RDP	Potential Units	RDP	Unmet Need
5	6.01	115 CRAMER AVENUE	MURRAY, PATRICK	1	RHC	PA1	Yes	0.75	0.72	0.03	Wetlands	Approved Development	No			
9	17.04	WOODLAWN AVE	HIONIS,GERASIMOS	1	MD	PA1	Yes	0.96	0.00	0.96		Approved Development	No			
14	1	283 GREENBROOK ROAD	HIONIS,PANAGIS EFTHIMIOS	1	MB	PA1	Yes	1.14	0.96	0.18	Wetlands	Approved Development	No			
14	3	283 GREENBROOK ROAD	PALTION, CARL & MARVA	1	CA	PA1	No	1.93	1.93	0.00	Wetlands, SFHA	Environmentally Constrained	No			
47	14	901-03 MADISON AVE.	PALTION, CARL & MARVA	1	CA	PA1	No	5.07	5.07	0.00	Wetlands, SFHA	Environmentally Constrained	No			
50	29	25 HYMAN AVE.	TOWNSHIP OF GREENBROOK	15C	CA	PA1	No	2.99	2.99	0.00	Wetlands, SFHA	Environmentally Constrained	No			
53	12.01	911-919 WASHINGTON AVE.	TOWNSHIP OF GREENBROOK	15C	CA	PA1	No	0.18	0.18	0.00	Wetlands, SFHA	Environmentally Constrained	No			
56	15	69 GREENBROOK ROAD	BONIASKOWSKI, EDWARD A.	1	CA/VC	PA1	Yes	1.48	1.48	0.00	Wetlands, SFHA	Environmentally Constrained	No			
56	29.05	119 JEFFERSON AVE.	GREEN BROOK, TOWNSHIP OF	15C	CA/VC	PA1	Yes	10.96	10.33	0.63	Wetlands SFHA	Environmentally Constrained	No			
65	9	110 SCHOOL STREET	PASSUCCI, GUIDO	1	CA	PA1	Yes	0.98	0.98	0.00	Wetlands, SFHA	Developable	Yes	5.0	1.0	1
65	29	105 IRMA STREET	ELGAN REALTY LLC,C/O E. HALPER	1	HD	PA1	Yes	0.10	0.00	0.10		Environmentally Constrained	No			
65	31	105 IRMA STREET	PILLA, JOHN & MCGINLEY, EDGAR V	1	HD	PA1	Yes	0.12	0.12	0.00	Wetlands	Undersized	No			
65	33	107 IRMA STREET	PILLA, JOHN & MCGINLEY, EDGAR V	1	HD	PA1	Yes	0.10	0.10	0.00	Wetlands	Environmentally Constrained	No			
65	35	109 IRMA STREET	KANE, THOMAS R. & SUSAN L.	1	HD	PA1	Yes	0.12	0.12	0.00	Wetlands	Environmentally Constrained	No			
66	11	1001 WASHINGTON AVE.	ELGAN REALTY LLC, C/O E. HALPER	1	HD	PA1	Yes	0.18	0.06	0.02	Wetlands	Undersized	No			
72	9		MCGINLEY, EDGAR V & BARBARA	1	VC	PA1	Yes	0.19	0.00	0.19		Infill	No			
79	1	401 SCHOOL STREET	PICCIUTO, SALVATORE & MARIE J	1	HD	PA1	Yes	0.62	0.00	0.62		Landlocked	No			
79	11	SCHOOL STREET	PICCIUTO, SALVATORE & MARIE J.	1	SMD	PA2	Yes	5.05	1.58	3.47	Wetlands[2], Steep Slopes	Developable (Development Pending)	Yes	20.8	4.2	4
79	12	8-10 MOUNTAIN VIEW AVE.	PICCIUTO, SALVATORE & MARIE	1	SMD	PA2	Yes	* Included with Block 79, Lot 1			Wetlands[2]	Developable (Development Pending)	Yes	*	*	
80	1	12-16 MOUNTAIN VIEW AVE.	PICCIUTO, M & PICCIUTO, S	1	SMD	PA1	Yes	* Included with Block 79, Lot 1			Wetlands[2], Steep Slopes	Developable (Development Pending)	Yes	*	*	
80	3	405 GOLD ST	PICCIUTO, M & PICCIUTO, S	1	SMD	PA2	Yes	* Included with Block 79, Lot 1			Wetlands[2]	Developable (Development Pending)	Yes	*	*	
80	5	409 GOLD ST.	PICCIUTO, SALVATORE & MARIE J.	1	SMD	PA2	Yes	* Included with Block 79, Lot 1			Wetlands[2]	Developable (Development Pending)	Yes	*	*	
80	7	408 ANDREW ST.	PICCIUTO,SALVATORE & MARIE	1	SMD	PA2	Yes	* Included with Block 79, Lot 1			Wetlands[2]	Developable (Development Pending)	Yes	*	*	
81	7.02			1	SMD	PA2	Yes	0.10	0.10	0.00	Wetlands[2], Steep Slopes	Developable (Development Pending)	Yes	*	*	
81	7.04			1	SMD	PA2	Yes	0.10	0.10	0.00	Wetlands[2], Steep Slopes	Landlocked	No			
81	8	40-50 MOUNTAIN VIEW AVE.	J.G.A GUARINO,LLC	1	SMD	PA1	Yes	0.47	0.47	0.00	Wetlands, Steep Slopes	Landlocked	No			
94	13.02	26 GREENBROOK ROAD	TOWNSHIP OF GREENBROOK	15C	MD	PA1	Yes	0.47	0.47	0.00	Wetlands, Steep Slopes	Environmentally Constrained	No			
94	13.03	24 GREENBROOK ROAD	TOWNSHIP OF GREENBROOK	15C	MD	PA1	Yes	0.47	0.47	0.00	Wetlands, SFHA	Environmentally Constrained	No			
94	13.04	22 GREENBROOK ROAD	TOWNSHIP OF GREENBROOK	15C	MD	PA1	Yes	0.47	0.47	0.00	Wetlands, SFHA	Environmentally Constrained	No			
98	12	DRIFTWAY	SCHWARTZ, JOEL & MARTHA A.	1	LD-3	PA5	No	2.30	1.32	0.98	Wetlands, SFHA	Environmentally Constrained	No			
98	13	DRIFTWAY	SCHWARTZ, JOEL	1	LD-3	PA2	Yes	1.68	0.09	1.63	Wetlands, Steep Slopes	Developable	Yes	5.9	1.2	1
98	15	DRIFTWAY	SCHWARTZ, JOEL & SCHWARTZ JONATHAN	1	LD-3	PA2	Yes	7.41	0.00	7.41		Developable	Yes	9.8	2.0	2
98	16	DRIFTWAY	SCHWARTZ, JOEL & SCHWARTZ JONATHAN	1	LD-3	PA2	Yes	4.14	0.41	3.73	Steep Slopes	Developable	Yes	44.5	8.9	9
98	17	DRIFTWAY	TEPPER,S.J.LEVIN A. & WEINER, J.TR.	1	LD-3	PA5	No	1.40	1.31	0.09	Wetlands, Steep Slopes	Environmentally Constrained	No	22.4	4.5	5
100	1.01	18 DOGWOOD LANE	GUO, GUANGMING	1	LD-3	PA2	Yes	1.25	0.00	1.25		Infill (Flag Lot)	No			
100	2.08	6 DOGWOOD LANE	ROTOLO, MICHAEL & CATHRYN S.	1	LD-3	PA2	Yes	0.24	0.00	0.24		Undersized	No			
103	1.08	900 KING COURT	SIONBUCKNER, GEORGE	1	SMD	PA2	Yes	0.20	0.20	0.00	Wetlands, Steep Slopes	Environmentally Constrained	No			
107	33	64 BRANDYWINE RISE	ORLANDO DEVELOPMENT CORP.	1	SMD	PA2	Yes	2.55	2.55	0.00	Wetlands, Steep Slopes	Approved Development	No			
108	1	MOUNTAIN PKWY	TOWNSHIP OF GREENBROOK	15C	SMD	PA2	Yes	0.02	0.01	0.01	Wetlands, Steep Slopes	Undersized	No			
114	25	271 WARRENVILLE ROAD	TOWNSHIP OF GREENBROOK	15C	SMD	PA2	Yes	0.19	0.02	0.17	Steep Slopes	Infill	No			
114	1	256-258 ROUTE 22 WEST	GREEN BROOK MEADOW LLC	33	RHC	PA1	Yes	12.05	0.00	12.05	Wetlands[2], Steep Slopes	Developable (Development Pending)	Yes	96.4	19.3	19
114	3.01	256 ROUTE 22 WEST(TOWER)	GREEN BROOK MEADOW LLC	1	RHC	PA1	Yes	4.27	3.85	0.42	Wetlands, Steep Slopes	Environmentally Constrained	No			
114	5.01	252 ROUTE 22 WEST	TOWNSHIP OF GREENBROOK	15C	RHC	PA1	Yes	0.68	0.12	0.56	Wetlands, Steep Slopes	Infill	No			
116	19.18	922 VITALE TRAIL	CHANG, YICHAO & GAO, FAN	1	MP	PA5	No	15.52	13.17	2.35	Wetlands, Steep Slopes	Environmentally Constrained	No			
116	14.01			1	SMD	PA2	Yes	0.10	0.10	0.00	Wetlands	Environmentally Constrained	No			
				1	LD-1	PA5	No	0.15	0.15	0.00	Steep Slopes	Environmentally Constrained	No			

Township of Green Brook
Vacant Land Inventory

10/2/2017

Block	Lot	Address	Owner	Property Class	Zoning	Planning Area	Sewer Service Area	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments	Included in RDP	Potential Units	RDP	Buffer
116	27	138 ROCK ROAD WEST	HOLADAY, DANIEL	1	MP	PA5	Yes	0.82	0.80	0.02		Approved Development	No			
116	82			1	MP	PA5	Yes	0.13	0.10	0.03	Steep Slopes	Landlocked	No			
116	89	1121-23 WASHINGTON AVE.	RELESKEILOU, ANTONIOS	1	SMD	PA2	Yes	0.01	0.01	0.00	Steep Slopes	Environmentally Constrained	No			
116	48.02			1	MP	PA5	Yes	1.91	1.91	0.00	Steep Slopes	Environmentally Constrained	No			
117	7.01	1144 WASHINGTON AVE.	MESSINA, GLADSTONE; LC/O J. JORDON	1	LD-1	PA5	Yes	0.15	0.11	0.04	Steep Slopes	Approve Development, Under Construction	No			
117	29	543 CARDINAL LANE	ZUKOWSKI, TED-C/O HAROLD F. IZZO JR	1	SMD	PA2	No	4.34	4.14	0.20	Wetlands, Steep Slopes	Environmentally Constrained	No			
117	24	541 CARDINAL LANE	GIMIGRASSO, CARL & RENEE	1	MP	PA5	No	0.75	0.75	0.00	Wetlands, Steep Slopes	Environmentally Constrained	No			
117	25	595 CARDINAL LANE	CHUNG, RIDCHARD & KYOUNG Z	1	MP	PA5	No	0.41	0.41	0.00	Wetlands, Steep Slopes	Environmentally Constrained	No			
119	9	174 ROCK ROND WEST	KEARNEY, JON	1	MP	PA5	No	0.49	0.49	0.00	Steep slopes	Environmentally Constrained	No			
121	6	MOUNTAIN BLVD,SO.OF	ESPOSITO, LOUIS & RACHEAL	1	LD-1	PA2	Yes	1.07	0.00	1.07		Approved Development, Under Construction	No			
121	9.02	1 WICHSER LANE	SHARIF, AHMAD	96	LD-1	PA2	No	7.34	6.58	0.56	Wetlands	Environmentally Constrained	No			
121	15.02	58 WICHSER LANE WEST	STEWART, G. C/O JULIA BISHOP	1	LD-1	PA2	No	2.28	2.28	0.00	Wetlands	Environmentally Constrained	No			
121	15.03	WICHSER LANE W/S	KREBS, MARK A & SUZANNE R	1	LD-1	PA2	No	0.53	0.52	0.01	Wetlands	Environmentally Constrained	No			
121	37	S WICHSER LANE WEST	KREBS, MARK A & SUZANNE R	1	LD-1	PA2	No	1.18	0.18	0.99	Wetlands	Landlocked	No			
121	19	WICHSER LANE S/S	HENNESSY, J&M C/O D DESCALA	1	LD-1	PA2	Yes	0.38	0.04	0.34	Wetlands	Undrained	No			
121	21.02	120 WICHSER LANE WEST	COLSON, STEVEN A	1	LD-1	PA2	No	9.06	0.02	8.01	Wetlands	No[4]	No			
122	1	2-28 WICHSER LANE	SCARPONE, PAOLO & CARMELA	1	LD-1	PA2	No	2.45	0.00	2.45		Developable	Yes			
122	4	11-15 HAUSER LANE	MOORHEAD, PATRICIA	1	LD-1	PA2	Yes	0.48	0.00	0.48	Wetlands	Infill	Yes	14.7	2.9	5
123	8	200-202 SECOND ST.REAR	LUPTON REALTY, COMPANY	1	LD-1	PA2	Yes	5.22	4.17	1.04	Wetlands, SFHA	Environmentally Constrained	No			
123	9	200 SECOND STREET	MT.TOP PROP.OWNERS ASSN. II,SANDERS	1	MHD	PA2	Yes	8.89	3.49	5.10	Wetlands[2], SFHA	Developable	No			
125	9	323 TOP AVE, REAR OF	SCHNECK, DAVID & DENISE	1	MHD	PA2	Yes	0.19	0.00	0.19		Landlocked	Yes	30.6	6.1	6
139	1	119 ROCK ROAD WEST	GLEEN BROOK,TOWNSHIP OF	15C	MHD	PA2	Yes	0.06	0.00	0.06		Undrained	No			
141	2.02	66 WICHSER LANE	MAIER, EUGENE T & JACQUELINE A	1	MHD	PA5	Yes	0.09	0.00	0.09		Undrained	No			
147	3	500 CARDINAL LANE	HAWRYLO, JOHN S. JR. & CANDACE A	1	LD-1	PA2	Yes	0.80	0.00	0.80		Undrained	No			
147	4	530-536 CARDINAL LANE	PU, LAWRENCE & SHERRY TRUST	1	MP	PA5	No	1.21	1.21	0.00	Wetlands	Infill (Constrained by JCP&L ROW)	No			
147	8		ZUKOWSKI, TED-HAROLD F. IZZO JR.	1	MP	PA5	No	1.30	1.30	0.00	Steep Slopes	Environmentally Constrained	No			
156	1.01	ROCK RD,E & RAVINE RD.	KNAPP, ROBERT E. & JOANNE D	1	MP	PA5	No	1.79	1.79	0.00	Steep Slopes	Environmentally Constrained	No			
156	2	ROCK RD,E & RAVINE RD.	KNAPP, ROBERT E. & JOANNE D.	1	LD-3	PA2	Yes	0.02	0.02	0.00	Steep Slopes	Environmentally Constrained	No			
157	3	MAPLE AVE. WEST OF	CUSICK, S S G SISTO J P TRUSTEES	1	LD-3	PA2	Yes	0.56	0.28	0.28	Wetlands, Steep Slopes	Environmentally Constrained	No			
157	4	MAPLE AVE. WEST OF	MOUNTAIN 23 PROP.INC. C/O MISIUSIO	1	MP	PA5	No	2.34	0.81	1.52	Wetlands, Steep Slopes	Landlocked	No			
157	18.02	20 MAPLE AVE.	DIPACE AAL TRUSTEES,DIFRANCESCO D/C	1	MP	PA5	No	9.75	9.44	0.31	Steep Slopes	Environmentally Constrained	No			
157	15	30 INTERHAVEN AVE.	BALLOT, RICHARD D & ANN C	1	MP	PA5	No	18.91	18.86	0.05	Steep Slopes	Environmentally Constrained	No			
158	19	6 INTERHAVEN AVE.REAR	GONZALEZ, CARLOS H	1	MP	PA5	No	3.81	3.79	0.02	Wetlands, Steep Slopes	Environmentally Constrained	No			
158	26	739 SOMERSET STREET	ALHAM, THOMAS G. & LEE	1	SMD	PA2	Yes	0.25	0.25	0.00	Steep Slopes	Environmentally Constrained	No			
158	29	16 INTERHAVEN AVE	EL & EMS HOLDINGS LLC	1		PA2	Yes	0.21	0.21	0.11	Steep Slopes	Landlocked	No			
158	30	18 INTERHAVEN AVE	EL & EMS HOLDINGS LLC	3B	MP	PA2	No	0.17	0.17	0.00	SFHA	Environmentally Constrained	No			
158	12	16 INTERHAVEN AVE	EL & EMS HOLDINGS LLC	3B	MP	PA5	Yes	21.00	19.37	1.48	SFHA, Steep Slopes	Developable (COAH Site) *Includes add'l lots	Yes			
158	31	16 INTERHAVEN AVE	EL & EMS HOLDINGS LLC	3A		PA5	Yes	13.25	9.48	3.82	Steep Slopes	Developable (COAH Site. Merge w/ B 158, L 29)	Yes			32
Total			EL & EMS HOLDINGS LLC	3B	MP	PA5	Yes	8.40	0.15	0.24	Steep Slopes	Developable (COAH Site. Merge w/ B 158, L 29)	Yes	*		
								1.95	1.95	0.00	Steep Slopes	Developable (COAH Site. Merge w/ B 158, L 29)	Yes	*		
								216.19	153.58	62.24						
															30.0	62.8

[1] Block 79, Lots 1, 11 &12 and Block 80, Lots 1, 3, 5 & 7 are part of Manor Care application. Wetlands are from plan entitled "Arbus Courts of Green Brook" prepared by Merlo Engineering Associates Inc., dated June 24, 2015.

[2] Block 114, Lot 1 is the subject of the Green Brook Meadows application. Wetlands are from plan entitled "Preliminary and Final Site Plan for Green Brook Meadows LLC Proposed Commercial Development" prepared by Dynamic Engineering Consultants P.C. dated February 24, 2014.

[3] Wetlands for Block 120, Lot 4 are from plan entitled "Concept Plan Hauser Lane", prepared by Fisk Associates, dated April 27, 2005. Concept plan was denied, but shows development feasibility.

[4] This property is landlocked and therefore, not developable.

BLOCK	LOT	PROP_LOC	OWNER_NAME	PROP CLASS	Zoning	LSA	Split	Constraints	Acres	Constrained	Uplands	Potential Units	ADP	ADP Remaining
[illegible]	9.01	45 KING GEORGE ROAD	QUEEN BROOK TWP	[illegible]	[illegible]	res	rear	steepslopes	1.83	1.35	0.48			3
*Includes Lot 3													TOTAL	3

EXHIBIT 9: 2017 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - August 2017

2017 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 AHPNJ.org

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents**	Max Increase Sales***	Regional Asset Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	$60,271	$64,576	$68,882	$77,492	$86,102	$89,546	$92,990	$99,878	$106,766	$113,655	1.7%	1.99%	$166,493
	Moderate	$48,217	$51,661	$55,105	$61,993	$68,882	$71,637	$74,392	$79,903	$85,413	$90,924			
	Low	$30,136	$32,288	$34,441	$38,746	$43,051	$44,773	$46,495	$49,939	$53,383	$56,827			
	Very Low	$18,081	$19,373	$20,664	$23,248	$25,831	$26,864	$27,897	$29,963	$32,030	$34,096			
Region 2 Essex, Morris, Union and Warren	Median	$65,953	$70,663	$75,374	$84,796	$94,218	$97,987	$101,755	$109,293	$116,830	$124,368	1.7%	3.25%	$180,756
	Moderate	$52,762	$56,531	$60,299	$67,837	$75,374	$78,389	$81,404	$87,434	$93,464	$99,494			
	Low	$32,976	$35,332	$37,687	$42,398	$47,109	$48,993	$50,878	$54,646	$58,415	$62,184			
	Very Low	$19,786	$21,199	$22,612	$25,439	$28,265	$29,396	$30,527	$32,788	$35,049	$37,310			
Region 3 Hunterdon, Middlesex and Somerset	Median	$73,780	$79,050	$84,320	$94,860	$105,400	$109,616	$113,832	$122,264	$130,696	$139,128	1.7%	0.38%	$200,698
	Moderate	$59,024	$63,240	$67,456	$75,888	$84,320	$87,693	$91,065	$97,811	$104,557	$111,302			
	Low	$36,850	$39,525	$42,160	$47,430	$52,700	$54,808	$56,916	$61,132	$65,348	$69,564			
	Very Low	$22,134	$23,715	$25,296	$28,458	$31,620	$32,885	$34,150	$36,679	$39,209	$41,738			
Region 4 Mercer, Monmouth and Ocean	Median	$66,022	$70,738	$75,454	$84,885	$94,317	$98,090	$101,862	$109,408	$116,953	$124,498	1.7%	1.53%	$177,413
	Moderate	$52,817	$56,590	$60,363	$67,908	$75,454	$78,472	$81,490	$87,526	$93,562	$99,599			
	Low	$33,011	$35,369	$37,727	$42,443	$47,158	$49,045	$50,931	$54,704	$58,476	$62,249			
	Very Low	$19,807	$21,221	$22,636	$25,466	$28,295	$29,427	$30,559	$32,822	$35,085	$37,349			
Region 5 Burlington, Camden and Gloucester	Median	$58,240	$62,400	$66,560	$74,880	$83,200	$86,528	$89,856	$96,512	$103,168	$109,824	1.7%	2.09%	$154,194
	Moderate	$46,592	$49,920	$53,248	$59,904	$66,560	$69,222	$71,885	$77,210	$82,534	$87,859			
	Low	$29,120	$31,200	$33,280	$37,440	$41,600	$43,264	$44,928	$48,256	$51,584	$54,912			
	Very Low	$17,472	$18,720	$19,968	$22,464	$24,960	$25,958	$26,957	$28,954	$30,950	$32,947			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	$51,085	$54,734	$58,383	$65,681	$72,979	$75,898	$78,817	$84,655	$90,494	$96,332	1.7%	0.00%	$136,680
	Moderate	$40,868	$43,787	$46,705	$52,545	$58,383	$60,718	$63,054	$67,724	$72,395	$77,066			
	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 per N.J.A.C. 5:97-9.3. The increase for 2015 was 2.3%, the increase for 2016 was 1.1% and the increase for 2017 is 1.7% (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 or 2016 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 per N.J.A.C. 5:97-9.3. As per 5:97-9.3.(b), 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 2016 were higher than the 2017 calculations, the 2016 income limits will remain in force for 2017. See N.J.A.C. 5:97-9.2(c).

Appendix B | 2019 Conditional Final Judgment of Compliance and Repose

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IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF GREEN BROOK, SOMERSET COUNTY, NEW JERSEY, FOR A DECLARATORY JUDGMENT, Petitioner.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: SOMERSET COUNTY DOCKET NO.: SOM-L-929-15 CIVIL ACTION *Mount Laurel* Action **CONDITIONAL FINAL JUDGMENT OF COMPLIANCE AND REPOSE**

THIS MATTER comes before the Court upon the Declaratory Judgment Complaint of Petitioner Township of Green Brook ("Township" or "Petitioner"), seeking a determination that the Township has complied with its *Mount Laurel Obligation*, in accordance with the procedures set forth in In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (*Mount Laurel IV*), and

THE COURT HAVING conducted a Final Hearing on September 6, 2018 and November 5, 2018, in accordance with the requirements of Morris County Fair Housing Council v. Boonton Township, 197 N.J. Super. 359, 364 (Law Div.1984), aff'd o.b., 209 N.J.Super. 108 (App. Div. 1986) and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328 (App. Div. 1996), upon the Township's proposed plan to provide for affordable housing, Wendy Rubinstein, Esq. and Ronald H. Gordon, Esq. of DeCotiis FitzPatrick, Cole & Giblin, LLP appearing on behalf of Petitioner, Adam Gordon, Esq. appearing on behalf of Intervenor Fair Share Housing Center ("Intervenor"), Eric M. Bernstein, Esq. appearing on behalf of intervenor EL and EMS Holdings, LLC, Henry Kent-Smith, Esq. and Irena Elgart, Esq. of Fox Rothschild, LLP as counsel for Interested Party Green Brook Meadows, LLC ("GBM"), Steven Warner, Esq. and Jolanta Mariarz, Esq. representing Interested Party Jabat, Inc. and Kulaski, Donald Whitelaw, Esq. representing Interested Party Anthony Paoella and Special Master Shirley Bishop appearing; and

THE COURT HAVING received the testimony of the Special Master, Shirley M. Bishop, P.P. and of J. Creigh Rahenkamp, P.P. on behalf of Interested Party Green Brook Meadows, LLC and Darlene A. Green, P.P., AICP on behalf of the Township of Green Brook; and

THE COURT HAVING received into evidence the following documents:

P-1 Green Brook Housing Element and Fair Share Plan.

P-2 Resolution Adopting the Housing Element and Fair Share Plan by the Land Use Board.

P-3 Resolution Endorsing the Housing Element and Fair Share Plan by the Governing Body.

P-4 Resolution Adopting the Spending Plan.

D-1 Draft Housing Element and Fair Share Plan.

D-6B Curriculum Vitae for Creigh Rahenkamp.

D-20 Executive Summary of Visioning Report.

D-20A Visioning Report.

C-1 Special Master Shirley Bishop's Report to the Court dated December 21, 2017.

C-1A Special Master Shirley Bishop's Report to the Court dated September 2, 2018.

And THE COURT HAVING found that Green Brook is eligible for a final judgment of compliance and repose and rejected the objections presented by GBM by opinion dated December 5, 2018;

January, 2019

IT IS on this 3rd day of ~~December 2018~~ **HEREBY ORDERED AND ADJUDGED:**

1. Petitioner properly afforded notice of the Final Hearing in accordance with governing law.

2. The Court hereby accepts the Housing Element and Fair Share Plan and finds that it creates a realistic opportunity for satisfaction of the Township of Green Brook's Fair Share of low and moderate income housing.

3. The Court hereby grants a Conditional Final Judgment of Compliance and Repose and declares that Green Brook is entitled to protection from Mount Laurel/Constitutional Compliance litigation for the period concluding on July 1, 2025 other than actions brought to enforce the terms of the Settlement Agreement or the court's orders. This provision shall not bar filing of a "changed circumstances" action as referenced in the December 5, 2018 opinion.

4. The Township of Green Brook shall comply with the following conditions:

a. On or before January 3, 2019 Green Brook shall adopt overlay zoning and/or the recommendations of the Village Center Visioning Study for the existing Village Commercial Zoning District. Green Brook shall provide a copy of the Ordinance and/or other

Governing Body action regarding the recommendation of the Visioning Study to the Court's Special Master, Fair Share Housing Center, GBM through its attorneys of record in this matter and any other interested party who had appeared in this case who shall have a period of twenty (20) days from receipt of the Ordinance or other action to provide the Court with any specific objection to same.

b. The Township shall secure income verification information from all future providers of alternate living arrangements to verify the qualifications of the occupants of said facilities as low or very low income units or the existence of restrictions that limit the income of the occupants to very low income households.

c. The Township shall provide the Special Master, and post on the municipal website, the name(s) of the designated Administrative Agent(s) for each inclusionary or 100 percent affordable project upon receipt of notice of same, or when there is a change in Administrative Agent(s) but not more often than on an annual basis.

5. On the first anniversary of the entry of this Order, and every anniversary thereafter through the end of the Repose period, Green Brook shall 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. 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.

6. On the first anniversary of the entry of this Final judgment of Compliance and Repose or judicial equivalent of substantive certification, and every anniversary thereafter through the end of the Repose period , the Township shall 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. Such forms shall be provided to the Township by the Special Master and/or FSHC.

7. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the Repose period provided in this Order. The Township shall 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.

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 Judgment of Compliance and Repose or judicial equivalent of substantive certification, 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 judgment.

IT IS FURTHER ORDERED that the Court hereby approves of the Township's Spending Plan and provides a period of four (4) years from the date of this Final Judgment to authorize such expenditures or to commit to authorize such expenditures.

IT IS FURTHER ORDERED that Counsel for the Township shall direct copies of the within Judgment to all counsel of record and the Special Master within seven (7) days of the date of receipt of the Judgment.

/S/ THOMAS C. MILLER, P.J.Cv.

HON. THOMAS C. MILLER, ~~J.S.C.~~
P.J.Cv.

Appendix C | Resolution 2025-01-04 Committing to Fourth Round Obligations

TOWNSHIP OF GREEN BROOK
County of Somerset, State of New Jersey
Resolution 2025-01-04
RESOLUTION OF THE TOWNSHIP OF GREEN BROOK, SOMERSET COUNTY, COMMITTING TO THE TOWNSHIP'S FOURTH ROUND AFFORDABLE HOUSING OBLIGATION

WHEREAS, the Township of Green Brook, County of Somerset, State of New Jersey, (hereinafter the "Township") has a demonstrated history of voluntary compliance with its constitutional affordable housing obligations and obtained a Third Round Judgment of Compliance and Repose thereby immunizing the Township from builder remedy litigation until July 1, 2025, In the Matter of the Application of the Township of Green Brook, Somerset County, New Jersey for a Declaratory Judgment, Superior Court of New Jersey, Law Division, Somerset County, Docket No.: SOM-L-929-15; and

WHEREAS, on March 20, 2024, Governor Philip D. Murphy signed P.L. 2024, c.2 into law an Amendment to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) (hereinafter "Amended FHA"); and

WHEREAS, the Amended FHA abolished the Council on Affordable Housing, also known as COAH, and delegated its responsibilities to the New Jersey Department of Community Affairs (hereinafter "DCA"), the New Jersey Housing and Mortgage Finance Agency, and the Affordable Housing Dispute Resolution Program (hereinafter "Program"), created by the same law; and

WHEREAS, the Amended FHA requires the DCA to calculate non-binding estimates of fair share obligations on or before October 20, 2024; and

WHEREAS, the DCA issued a report on October 18, 2024 ("DCA Report") wherein it reported its estimate of the obligation for all municipalities based upon its interpretation of the standards in the Amended FHA; and

WHEREAS, the DCA employed three (3) factors to allocate the Regional Need to each applicable municipality: equalized non-residential valuation, income capacity, and land capacity; and

WHEREAS, the DCA Report calculates the Fourth Round (2025-2035) obligation of the Township, as follows: a Present Need or Rehabilitation Obligation of 26 and a Prospective Need or New Construction Obligation of 120; and

WHEREAS, the Amended FHA provides that the DCA Report is non-binding, thereby inviting municipalities to demonstrate that the Amended FHA would support lower calculations of Fourth Round affordable housing obligations; and

WHEREAS, the Amended FHA further provides that "[a]ll parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by COAH unless those regulations are contradicted by statute, including P.L. 2024, c.2, or binding court decisions" (N.J.S.A. 52:27D-311(m)); and

WHEREAS, COAH regulations authorize vacant land adjustments, durational adjustments, windshield surveys and other adjustments; and

WHEREAS, Township employees and professionals have reviewed the lands identified by the DCA for the land capacity factor with respect to the DCA GIS data, construction permit data, environmental constraints data, mapped utility easements, land use board approvals, configuration, and accessibility to ascertain whether these identified developable lands may accommodate development, and

WHEREAS, while the Township does not challenge the methodology to determine the Township's Fourth Round affordable housing obligations, the Township believes that a recalculation of the Land Capacity Factor was necessary in order to account for land use data errors in the DCA's calculation that identified twenty-eight (28) developable areas within the Township when only five (5) are developable; and

WHEREAS, after excluding lands that were inaccurately determined by the DCA to be developable, the Township calculated its Fourth Round obligation to include a Present Need or Rehabilitation Obligation of 26 and a Prospective Need or New Construction Obligation of 106. The basis for that conclusion is attached hereto as Exhibit A; and

WHEREAS, the Amended FHA provides the "municipality's determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7" of the Act; and

WHEREAS, the Township's calculation of its Fourth Round obligation was calculated in accordance with sections 6 and 7 of the Amended FHA and is therefore entitled to a presumption of validity; and

WHEREAS, the Township reserves the right to comply with any additional amendments to the FHA that the Legislature may enact; and

WHEREAS, the Township also reserves the right to adjust its position in the event of any rulings in the Montvale case (MER-L-1778-24) or any other such litigation or legislative action that alters the deadlines and/or requirements of the Amended FHA; and

WHEREAS, in the event that a third party challenges the calculations provided for in this Resolution, the Township reserves the right to take such position as it deems appropriate in response thereto, including that its Fourth Round Present or Prospective Need Obligations should be lower than described herein; and

WHEREAS, in addition to the foregoing, nothing in the Amended FHA requires or can require an increase in the Township's Fourth Round Present or Prospective Need Obligations based on a successful downward challenge of any other municipality in the region since the plain language and clear intent of the Amended FHA is to establish, for example, unchallenged numbers by default on March 1, 2025; and

WHEREAS, in light of the above, the Township Committee of the Township of Green Brook finds that it is in the best interest of the Township to declare its modifications to the obligations reported by the DCA on October 18, 2024 subject to the reservations set forth herein; and

WHEREAS, in addition to the above, the Acting Administrative Director of the Administrative Office of the Court issued Directive #14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, pursuant to Directive #14-24, a municipality seeking a certification of compliance with the FHA shall file an action in the form of a declaratory judgment complaint . . .. in the county in which the municipality is located . . .. "within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner"; and

WHEREAS, the Township of Green Brook seeks a certification of compliance with the FHA through participation in the Program and, therefore, directs its Affordable Housing Counsel to file a declaratory relief action within 48 hours of the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED on this 27th day of January, 2025 by the Township Committee of the Township of Green Brook as follows:

1. All of the above Whereas Clauses are incorporated into the operative clauses of this resolution.

2. For the reasons set forth in this resolution, the Township of Green Brook hereby accepts the DCA methodology and commits to a modified Fourth Round Present Need Obligation of 26 units and Prospective Need Obligation of 106 units based on the calculations set forth in Exhibit A, subject to all reservations of rights set forth above.

3. The Township of Green Brook hereby directs its Affordable Housing Counsel to file a declaratory judgment complaint in Somerset County within 48 hours after adoption of this resolution, attaching this resolution.

4. The Township of Green Brook authorizes its Affordable Housing Counsel to attach this resolution as an exhibit to the declaratory judgment action that is filed and to submit and/or file this resolution with the Program or any other such entity as may be determined to be appropriate.

5. The Township of Green Brook hereby directs its Township Clerk to post this resolution on the Township website within 48 hours after adoption of this resolution, attaching this resolution.

6. The Township of Green Brook shall undertake all acts necessary to adopt a housing element and fair share plan to address its present and prospective need obligations as provided for by the Amended FHA, for filing by June 30, 2025 as part of the declaratory judgment action authorized herein.

7. This resolution shall take effect immediately, according to law.

Resolution offered by: Van Arsdale Supported by: Benscoter
ROLL CALL: Benscoter-Aye, Conway-Absent, Martins -Aye, Searfoss-Aye, Van Arsdale-Aye

CERTIFICATION

I, Kelly G. Cupit, Green Brook Township Administrator/Municipal Clerk, of the County of Somerset, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Township Council at a meeting held on January 27, 2025.

Kelly G Cupit

Kelly G. Cupit, Township Administrator/Municipal Clerk

Appendix D | Complaint for a Declaratory Judgment of Compliance with Fair Housing Act

Wendy R. Quiroga, Esq. (ID# 029772002)
WEINER LAW GROUP LLP
629 Parsippany Road
Parsippany, NJ 07054
(973) 403-1100
Attorneys for Plaintiff Township of Green Brook
Our File No.: GBT001
5216076.1

IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF GREEN BROOK, COUNTY OF SOMERSET, STATE OF NEW JERSEY

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: SOMERSET COUNTY
DOCKET NO.:

COMPLAINT FOR A DECLARATORY JUDGMENT OF COMPLIANCE WITH THE FAIR HOUSING ACT

Plaintiff, Township of Green Brook, a municipal corporation and body politic organized under the laws of the State of New Jersey (hereinafter, "Green Brook" or the "Township"), with offices located at 111 Greenbrook Road, Township of Green Brook, County of Somerset, State of New Jersey, by way of this Declaratory Judgment Action ("DJ Action") as authorized under Directive #14-24 of the Administrative Office of the Courts alleges and says:

Background

1. The Township of Green Brook is a municipal corporation of the State of New Jersey.

2. The Land Use Board of the Township of Green Brook (hereinafter, "Board") is a municipal agency created and organized under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq., ("MLUL"), and, among other duties and obligations, is responsible for adopting the Housing Element and Fair Share Plan ("HEFSP") of the Township's Master Plan.

3. Through this DJ Action, the Township seeks the following relief in relation to its Fourth Round (2025-2035) affordable housing obligation: (a) to secure the jurisdiction of the

Affordable Housing Alternative Dispute Resolution Program (the "Program") pursuant to P.L. 2024, c.2 (hereinafter, the "Act") and the Court, pursuant to Directive #14-24; (b) to have the Program and the Court approve the Township of Green Brook's Present and Prospective affordable housing obligations as set forth in the binding resolution adopted by the Township, attached hereto as **Exhibit 1**; (c) to have the Program and the Court approve a Housing Element and Fair Share Plan ("HEFSP") to be adopted by the Board and endorsed by the Township Committee and issue a "Compliance Certification" pursuant to the Act or other similar declaration such as a judgment of compliance and repose; (d) to the extent it is not automatically granted pursuant to the Act, through the filing of this DJ Action and binding resolution, to have the Program and the Court confirm Green Brook's immunity from all exclusionary zoning litigation, including builder's remedy lawsuits, during the pendency of the process outlined in the Act and for the duration of Fourth Round, *i.e.*, through June 30, 2035; and (e) to have the Program and the Court take such other actions and grant such other relief as may be appropriate to ensure that the Township receive and obtain all protections as afforded to it in complying with the requirements of the Act, including, without limitation, all immunities and presumptions of validity necessary to satisfy its affordable housing obligations voluntarily without having to endure the expense and burdens of unnecessary third party litigation.

COUNT 1
ESTABLISHMENT OF JURISDICTION UNDER P.L.2024, C.2

4. The Township of Green Brook repeats and realleges each and every allegation as set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

5. The Act represents a major revision of the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 *et seq*.

6. Among other things, the Act abolished the Council on Affordable Housing (hereinafter, "COAH"), and replaced it with seven retired, on recall judges designated as the Program. Among other things, the Act authorized the Director of the Administrative Office of the Courts, (hereinafter, respectively, "Director" and "AOC") to create a framework to process applications for a compliance certification.

7. On or about December 13, 2024, the Director issued Directive #14-24, which among other things, required municipalities seeking compliance certification to file an action in the form of a declaratory judgment complaint and Civil Case Information Statement in the County in which the municipality is located within 48 hours after the municipality's adoption of a binding resolution as authorized under the Act and attach a copy of said binding resolution to the DJ Action.

8. The Township adopted a binding resolution establishing its present and prospective affordable housing obligations within the statutory window of time set forth in the Act and in accordance with the methodology and formula set forth in the Act, a certified copy of which resolution is attached to this DJ Action as **Exhibit 1.**

9. Based on the foregoing, the Township has established the jurisdiction of the Program and the Court in regard to this DJ Action for a compliance certification as set forth hereinafter.

WHEREFORE, the Township of Green Brook seeks a declaratory judgment for the following relief:

a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of the Township under the Act;

c. Declaring the approval of the Township's HEFSP subsequent to its adoption by the Board and its endorsement by the Township Committee, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment of rehabilitation obligation based upon a windshield survey; (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vii) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive #14-24 to the Township of Green Brook for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT II
DETERMINATION OF THE PRESENT AND PROSPECTIVE NEED OF THE TOWNSHIP OF GREEN BROOK

10. The Township repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

11. The Act adopted the methodology to calculate every municipality's present and prospective need affordable housing obligation for the Fourth Round (2025-2035) and beyond.

12. The Act directed the Department of Community Affairs ("DCA") to apply the methodology and to render a non-binding calculation of each municipality's present and prospective affordable housing obligations to be contained in a report to be issued not later than October 20, 2024.

13. The DCA issued its report on October 18, 2024.

14. Pursuant to the October 18, 2024 report, the DCA calculated the Township's present and prospective affordable housing obligations as follows:

PRESENT NEED (REHABILITATION OBLIGATION)	FOURTH ROUND PROSPECTIVE NEED OBLIGATION (2025-2035)
26	120

15. The proposed non-binding Present Need obligation, also known as the rehabilitation obligation, represents the number of substandard existing deficient housing units in the municipality currently occupied by low- and moderate-income ("LMI") households.

16. The proposed non-binding Prospective Need obligation, is calculated as a share of the region in which the municipality is located.

17. Region 3, in which the Township of Green Brook is located, includes Hunterdon, Middlesex and Somerset Counties.

18. As established by the Act, the regional Prospective Need is calculated by establishing the increase in households in the region between the 2020 and 2010 federal decennial Census, and dividing the household change increase by 2.5 to estimate the number of low- and moderate- income households (and the number of homes needed to address same).

19. Regional Prospective Need is allocated across the region by applying three factors:

a. Equalized Nonresidential Valuation;

b. Income Capacity; and

c. Land Capacity.

20. Pursuant to the Act, a municipality desiring to participate in the Program is obligated to adopt a "binding resolution" determining its present and prospective affordable housing obligations to which it will commit based upon the methodology set forth in the Act.

21. On January 27, 2025, the Township Committee of the Township of Green Brook adopted Resolution #2025-01-04, accepting the Present Need obligation of 26 units and setting forth a Prospective Need obligation of 106 units as its Fourth Round (2025 to 2035) affordable housing obligation. A true and accurate copy of Resolution #2025-01-04 is attached hereto as **Exhibit 1**.

22. The Township does not challenge the methodology used to determine the Township's Fourth Round affordable housing obligations, but Township employees and professionals have reviewed the lands identified by the DCA for the Land Capacity Factor with respect to the MOD-IV Property Tax List data, construction permit data, land use board approvals, configuration, and accessibility to ascertain whether these identified developable lands may accommodate development, and believes that a recalculation of the Land Capacity Factor was necessary in order to account for land use data errors in the DCA Report's calculation that

identified twenty-eight (28) developable areas within the Township when only five (5) areas are actually developable.

23. Based on the review of the DCA Report and findings made by the Township Planner, as supported by the Township Planner's report which is attached to Resolution #2025-01-04 and incorporated herein as **Exhibit 2,** the Township Committee adopted a binding resolution determining a municipal Prospective Need obligation of 106 based on the recalculation of the Land Capacity Factor, reducing the amount of developable areas in the Township from twenty-eight (28) to five (5).

24. Per the methodology set forth in the DCA Report, the lands to be excluded from the calculation of "developable land" pursuant to statute were, including but not limited to, the following:

a. Road rights-of-way;
b. Non-vacant land developed for residential, commercial, industrial, apartment, railroad, or school use;
c. Common open space associated with planned residential development;
d. Detention basins;
e. Utility rights of way;
f. Landfills;
g. Open space and preserved farmland;
h. Environmentally constrained areas, including Category 1 waterways and wetlands and associated buffers based on special resource area restrictions, steep slopes exceeding 15%, and open waters;

i. Areas less than 2,500 square feet (presuming a 25 by 100 foot area could be developable).

25. The Township Planner's Report appended to Resolution #2025-01-04, and included herewith as **Exhibit 2**, determined that the Land Capacity Factor for the Township of Green Brook must be adjusted from 44.165 acres to 7.162 acres, and sets forth the specific properties being removed from the Township of Green Brook's Developable Acreage and the reason for that removal.

26. Based on the aforementioned properties being removed from the calculation of the developable acreage within the Township, the Township recalculated the total developable acreage, thus reducing the Prospective Need obligation from 120 units to 106 units.

27. Green Brook seeks the approval of and confirmation by the Program and the Court of the Present and Prospective affordable housing obligations as set forth in the binding resolution attached hereto and made a part hereof as **Exhibit 1** or the adjustment of those obligations consistent with the Act and the applicable COAH regulations.

28. Pursuant to the binding resolution, the Township of Green Brook reserves all rights to amend its affordable housing obligations in the event of a successful legal challenge, or legislative change, to the Act.

29. The Township's determination of its affordable housing obligation has the presumption of validity as the determination was established in accordance with N.J.S.A. 52:27D-304.2 and N.J.S.A. 52:27D-304.3.

WHEREFORE, the Township of Green Brook seeks a declaratory judgment for the following relief:

a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of Green Brook under the Act;

c. Declaring the approval of the Township's HEFSP subsequent to its adoption by the Board and its endorsement by the Township Committee, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment of rehabilitation obligation based upon a windshield survey; (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vii) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive #14-24

to the Township for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT III
HOUSING ELEMENT AND FAIR SHARE PLAN

30. The Township of Green Brook repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

31. Pursuant to the Act, a Housing Element and Fair Share Plan (hereinafter, ("HEFSP") must be prepared, adopted by the Board and endorsed by the municipality by June 30, 2025.

32. Green Brook hereby commits for its professionals to prepare the appropriate HEFSP to address its affordable housing obligations, as determined by the Program and the Court which HEFSP shall apply as appropriate, any applicable adjustments, including, without limitation, 1) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 2) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); 3) an adjustment of rehabilitation obligation based upon a windshield survey; 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 5) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 6) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or 7) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

WHEREFORE, the Township of Green Brook seeks a declaratory judgment for the following relief:

a. Declaring that Green Brook has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing need as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of Green Brook under the Act;

c. Declaring the approval of Green Brook's HEFSP subsequent to its adoption by the Board and its endorsement by the Committee, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment of rehabilitation obligation based upon a windshield survey; (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vii) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that the Township of Green Brook continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive #14-24 to the Township of Green Brook for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT IV
CONFIRMATION OF IMMUNITY

33. The Township of Green Brook repeats and realleges each and every allegation set forth in the previous paragraphs of this declaratory judgment complaint as if set forth herein in full.

34. Pursuant to the Act, a municipality that complies with the deadlines in the Act for both determining present and prospective affordable housing obligations affordable housing obligations and for adopting an appropriate HEFSP shall have immunity from exclusionary zoning litigation.

35. The Township of Green Brook has met the deadline for the adoption and filing of its binding resolution (and the filing of this DJ Action in accordance with Directive #14-24) not later than January 31, 2025 by adopting the binding resolution attached to this DJ Action as **Exhibit 1**, and has committed to the adoption of its HEFSP by June 30, 2025.

WHEREFORE, the Township of Green Brook seeks a declaratory judgment for the following relief:

a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set

forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of Green Brook under the Act;

c. Declaring the approval of the Township's HEFSP subsequent to its adoption by the Board and its endorsement by the Committee, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment of rehabilitation obligation based upon a windshield survey; (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive #14-24 to Green Brook for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

WEINER LAW GROUP, LLP
Attorneys for Plaintiff, Township of Green Brook

By: /s/ *Wendy R. Quiroga*
Wendy R. Quiroga, Esq.

Dated: January 29, 2025

CERTIFICATION PURSUANT TO R. 4:5-1

Wendy R. Quiroga, Esq., of full age, hereby certifies as follows:

1. I am a member of the Firm of Weiner Law Group, LLP, attorneys for plaintiff, Township of Green Brook.
2. To the best of my knowledge, there is no other action pending in any court or any pending arbitration proceeding of which the matter in controversy herein is the subject and no such other action or arbitration proceeding is contemplated. To the best of my knowledge, there are no other parties who should be joined in this action.
3. The within Complaint was filed and served within the time prescribed by the Rules of Court.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WEINER LAW GROUP, LLP
Attorneys for Plaintiff, Township of Green Brook

By: /s/ *Wendy R. Quiroga*
Wendy R. Quiroga, Esq.

Dated: January 29, 2025

CERTIFICATION PURSUANT TO R. 1:38-7(b)

Wendy R. Quiroga, Esq., of full age, hereby certifies as follows:

1. I am a member of the Firm of Weiner Law Group, LLP, attorneys for plaintiff, Township of Green Brook.
2. I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WEINER LAW GROUP, LLP
Attorneys for Plaintiff, Township of Green Brook

By: /s/ *Wendy R. Quiroga*
Wendy R. Quiroga, Esq.

Dated: January 29, 2025

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, notice is hereby given that Wendy R. Quiroga, Esq., attorney for Plaintiff, Township of Green Brook is designated as trial counsel in the above captioned matter.

WEINER LAW GROUP, LLP
Attorneys for Plaintiff, Township of Green Brook

By: /s/ *Wendy R. Quiroga*
Wendy R. Quiroga, Esq.

Dated: January 29, 2025

Exhibit 1

TOWNSHIP OF GREEN BROOK
County of Somerset, State of New Jersey
Resolution 2025-01-04
RESOLUTION OF THE TOWNSHIP OF GREEN BROOK, SOMERSET COUNTY, COMMITTING TO THE TOWNSHIP'S FOURTH ROUND AFFORDABLE HOUSING OBLIGATION

WHEREAS, the Township of Green Brook, County of Somerset, State of New Jersey, (hereinafter the "Township") has a demonstrated history of voluntary compliance with its constitutional affordable housing obligations and obtained a Third Round Judgment of Compliance and Repose thereby immunizing the Township from builder remedy litigation until July 1, 2025, In the Matter of the Application of the Township of Green Brook, Somerset County, New Jersey for a Declaratory Judgment, Superior Court of New Jersey, Law Division, Somerset County, Docket No.: SOM-L-929-15; and

WHEREAS, on March 20, 2024, Governor Philip D. Murphy signed P.L. 2024, c.2 into law an Amendment to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) (hereinafter "Amended FHA"); and

WHEREAS, the Amended FHA abolished the Council on Affordable Housing, also known as COAH, and delegated its responsibilities to the New Jersey Department of Community Affairs (hereinafter "DCA"), the New Jersey Housing and Mortgage Finance Agency, and the Affordable Housing Dispute Resolution Program (hereinafter "Program"), created by the same law; and

WHEREAS, the Amended FHA requires the DCA to calculate non-binding estimates of fair share obligations on or before October 20, 2024; and

WHEREAS, the DCA issued a report on October 18, 2024 ("DCA Report") wherein it reported its estimate of the obligation for all municipalities based upon its interpretation of the standards in the Amended FHA; and

WHEREAS, the DCA employed three (3) factors to allocate the Regional Need to each applicable municipality: equalized non-residential valuation, income capacity, and land capacity; and

WHEREAS, the DCA Report calculates the Fourth Round (2025-2035) obligation of the Township, as follows: a Present Need or Rehabilitation Obligation of 26 and a Prospective Need or New Construction Obligation of 120; and

WHEREAS, the Amended FHA provides that the DCA Report is non-binding, thereby inviting municipalities to demonstrate that the Amended FHA would support lower calculations of Fourth Round affordable housing obligations; and

WHEREAS, the Amended FHA further provides that "[a]ll parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by COAH unless those regulations are contradicted by statute, including P.L. 2024, c.2, or binding court decisions" (N.J.S.A. 52:27D-311(m)); and

WHEREAS, COAH regulations authorize vacant land adjustments, durational adjustments, windshield surveys and other adjustments; and

WHEREAS, Township employees and professionals have reviewed the lands identified by the DCA for the land capacity factor with respect to the DCA GIS data, construction permit data, environmental constraints data, mapped utility easements, land use board approvals, configuration, and accessibility to ascertain whether these identified developable lands may accommodate development, and

WHEREAS, while the Township does not challenge the methodology to determine the Township's Fourth Round affordable housing obligations, the Township believes that a recalculation of the Land Capacity Factor was necessary in order to account for land use data errors in the DCA's calculation that identified twenty-eight (28) developable areas within the Township when only five (5) are developable; and

WHEREAS, after excluding lands that were inaccurately determined by the DCA to be developable, the Township calculated its Fourth Round obligation to include a Present Need or Rehabilitation Obligation of 26 and a Prospective Need or New Construction Obligation of 106. The basis for that conclusion is attached hereto as Exhibit A; and

WHEREAS, the Amended FHA provides the "municipality's determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7" of the Act; and

WHEREAS, the Township's calculation of its Fourth Round obligation was calculated in accordance with sections 6 and 7 of the Amended FHA and is therefore entitled to a presumption of validity; and

WHEREAS, the Township reserves the right to comply with any additional amendments to the FHA that the Legislature may enact; and

WHEREAS, the Township also reserves the right to adjust its position in the event of any rulings in the Montvale case (MER-L-1778-24) or any other such litigation or legislative action that alters the deadlines and/or requirements of the Amended FHA; and

WHEREAS, in the event that a third party challenges the calculations provided for in this Resolution, the Township reserves the right to take such position as it deems appropriate in response thereto, including that its Fourth Round Present or Prospective Need Obligations should be lower than described herein; and

WHEREAS, in addition to the foregoing, nothing in the Amended FHA requires or can require an increase in the Township's Fourth Round Present or Prospective Need Obligations based on a successful downward challenge of any other municipality in the region since the plain language and clear intent of the Amended FHA is to establish, for example, unchallenged numbers by default on March 1, 2025; and

WHEREAS, in light of the above, the Township Committee of the Township of Green Brook finds that it is in the best interest of the Township to declare its modifications to the obligations reported by the DCA on October 18, 2024 subject to the reservations set forth herein; and

WHEREAS, in addition to the above, the Acting Administrative Director of the Administrative Office of the Court issued Directive #14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, pursuant to Directive #14-24, a municipality seeking a certification of compliance with the FHA shall file an action in the form of a declaratory judgment complaint . . .. in the county in which the municipality is located . . .. "within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner"; and

WHEREAS, the Township of Green Brook seeks a certification of compliance with the FHA through participation in the Program and, therefore, directs its Affordable Housing Counsel to file a declaratory relief action within 48 hours of the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED on this 27th day of January, 2025 by the Township Committee of the Township of Green Brook as follows:

1. All of the above Whereas Clauses are incorporated into the operative clauses of this resolution.

2. For the reasons set forth in this resolution, the Township of Green Brook hereby accepts the DCA methodology and commits to a modified Fourth Round Present Need Obligation of 26 units and Prospective Need Obligation of 106 units based on the calculations set forth in Exhibit A, subject to all reservations of rights set forth above.

3. The Township of Green Brook hereby directs its Affordable Housing Counsel to file a declaratory judgment complaint in Somerset County within 48 hours after adoption of this resolution, attaching this resolution.

4. The Township of Green Brook authorizes its Affordable Housing Counsel to attach this resolution as an exhibit to the declaratory judgment action that is filed and to submit and/or file this resolution with the Program or any other such entity as may be determined to be appropriate.

5. The Township of Green Brook hereby directs its Township Clerk to post this resolution on the Township website within 48 hours after adoption of this resolution, attaching this resolution.

6. The Township of Green Brook shall undertake all acts necessary to adopt a housing element and fair share plan to address its present and prospective need obligations as provided for by the Amended FHA, for filing by June 30, 2025 as part of the declaratory judgment action authorized herein.

7. This resolution shall take effect immediately, according to law.

Resolution offered by: Van Arsdale Supported by: Benscoter
ROLL CALL: Benscoter-Aye, Conway-Absent, Martins -Aye, Searfoss-Aye, Van Arsdale-Aye

CERTIFICATION

I, Kelly G. Cupit, Green Brook Township Administrator/Municipal Clerk, of the County of Somerset, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Township Council at a meeting held on January 27, 2025.

Kelly G Cupit

Kelly G. Cupit, Township Administrator/Municipal Clerk

Exhibit 2

Shelbourne at Hunterdon
53 Frontage Road, Suite 110
Hampton, New Jersey 08827
Main: 877 627 3772

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Memorandum

To: Kelly G. Cupit, Township Administrator, Township of Green Brook

From: Darlene A. Green, PP, AICP

Date: January 17, 2025

Subject: Review and Findings of DCA Land Capacity Analysis GIS Data

Project No.: GBT-064A

This office serves as the Affordable Housing Planner for the Township of Green Brook. On March 20, 2024, the Governor signed Bill A4, referred to as P.L. 2024, c.2. This new law modifies the Fair Housing Act, specifically N.J.S.A. 52:27D-304.3, which concerns the methodology to determine the prospective (Fourth Round) affordable housing obligation.

Three factors are employed to allocate the Regional Need to each applicable community – equalized non-residential valuation, income capacity, and land capacity. N.J.S.A. 52-27D-304.3c.(4) describes the land capacity factor and the steps to determine developable land. The law requires the use of the "land use/land cover data" most recently published by the Department of Environmental Protection ("DEP") as one of the analysis inputs.

P.L. 2024, c.2. tasked the Department of Community Affairs ("DCA") with calculating the Fourth Round affordable housing obligations. DCA released a report entitled Affordable Housing Obligation for 2025-2035 (Fourth Round) Methodology and Background (DCA Report).[1] This report describes the steps taken to compute the Fourth Round Obligation. Page 15 of the report states "The datasets mandated for use by the legislation have significant limitations in their use. The LULC data reflect a geographic depiction of the classification system established by the U.S. Geological Survey (Anderson Codes) and modified by DEP. Based on aerial imagery from 2020, land areas are identified by category to reflect uses and coverages."

P.L. 2024, c.2. also modified N.J.S.A. 52:27D-304.1 regarding requirements, specifically subsection a. which states "Each municipality shall determine its municipal present and prospective need obligations…and may take into consideration the calculations in the report published by the department…"

The DCA Report was released on October 18, 2024. It was accompanied by a detailed spreadsheet illustrating the various calculations used in determining the Fourth Round affordable housing obligations. The spreadsheet includes a tab for each of the three allocation factors (land capacity,

[1] https://www.nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf

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equalized non-residential valuation, and income capacity). However, the spreadsheet only noted an aggregated acreage value for each town. Detailed Geographic Information Systems ("GIS") mapping illustrating the location of the developable areas was not released until November 27, 2024. The timing of the production of the GIS data has made this exercise more difficult and on a rushed timeline.

Moreover, the link to the DCA GIS data[2], which includes a description section includes the following language:

> "The land areas identified in this dataset are based on an the best available data using publicly available data enumerated in N.J.S.A. 52:27D-304.3c.(4) to estimate the area of developable land, within municipal and regional boundaries, that may accommodate development. **It is important to note that the identified areas could be over or under inclusive depending on various conditions and that municipalities are permitted to provide more detailed mappings as part of their participation in the Affordable Housing Dispute Resolution Program**." (emphasis added)

This office was tasked with reviewing the detailed GIS mapping for accuracy. On or about December 2, 2024, this office downloaded the GIS data prepared by the DCA.[3] The DCA data was then overlaid with Township parcels, publicly-available environmental constraints data, mapped utility easements, and mapped environmental constraint data sourced from site plan applications and Township files.

The DCA GIS data identifies 28 areas within the Township as developable. These areas total 44.165 acres according to the GIS data. Each area has been assigned a unique "ObjectID" or identification number by DCA. The table attached as **Exhibit A** lists each area's identification number (see column "DCA ObjectID"), weighted acres, vacant acres, and municipal total identified by DCA.[4] Our office then added a column to identify the block(s) and lot(s) each area encompasses. We then reviewed each identified area to confirm if it was developable. To the extent an area was not objectively developable, it was removed from the inventory. Our detailed findings for each of the 28 identified areas is provided under "Findings/Comments". Finally, the table contains a column labeled "Adjusted Developable Acres" based upon the results of our area-by-area analysis.

The locations of the 28 identified areas can be viewed in the "Environmental Constraints with NJDCA Land Capacity Analysis Results" maps attached as **Exhibit B** and **Exhibit C**.

This detailed evaluation reveals that DCA's analysis is over inclusive and only 5 of the 28 identified areas are developable. The 5 areas encompass 7.162 acres. Therefore, the Township of Green Brook's developable acreage is 7.162 acres, not 44.165 acres. When this corrected acreage data is entered into DCA's excel spreadsheet[5] the Township's Land Capacity Factor is amended from 0.43%

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[2] https://njdca-data-hub-njdca.hub.arcgis.com/datasets/land-capacity-analysis-for-p-l-2024-c-2/about
[3] Ibid.
[4] Note that the DCA GIS attribute table labels this column as "vacant acres" not developable acres.
[5] https://www.nj.gov/dca/dlps/4th_Round_Numbers.shtml

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to 0.07%. The Township's Average Allocation Factor decreases from 1.03% to 0.91% and, accordingly, Green Brook's Fourth Round Obligation is adjusted from 120 to 106.

The below table illustrates the revisions to the allocation factors and Fourth Round Prospective Need Obligation as a result of our analysis.

Allocation Factor/Prospective Need	DCA Calculation	Proposed Revision
Land Capacity Factor	0.43%	**0.07%**
Equalized Non-residential Valuation Factor	0.56%	0.56%
Income Capacity Factor	2.10%	2.10%
Average Allocation Factor	1.03%	**0.91%**
Prospective Need Obligation	120	**106**

DCA's land capacity analysis followed the steps outlined in P.L. 2024, c.2 (N.J.S.A. 52-27D-304.3c.(4)) to determine land capacity. As described above, the base layer of information was the land use/land cover data prepared by DEP, which is based on aerial imagery from 2020. Our review of the data for the Township of Green Brook reveals the following shortcomings with the GIS analysis prepared by the DCA:

- It does not capture conservation easements.
- It fails to account for a lack of street frontage.
- It is blind to block and lot lines and identifies portions of existing developed sites as developable. Many of these instances occur in rear and side yard setback areas.
- It fails to account for area shape and size. For example, areas as narrow as 3.2 feet are identified as developable.

These issues are illustrated in **Exhibit B** and **Exhibit C**. Furthermore, supplemental documentation regarding specific sites' conservation easements and a building permit for construction can be found in **Exhibit D.**

Green Brook does not dispute the DCA's calculation for Equalized Non-residential Valuation or Income Capacity. Thus, the Township is accepting the DCA analysis, but for the corrections to the Land Capacity Factor described in this memorandum. Correcting the Land Capacity Factor yields a Fourth Round Prospective Need Obligation of 106, not 120.

cc: Wendy Rubinstein Quiroga, Special Affordable Housing Counsel

Exhibit A

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Township of Green Brook: DCA Land Capacity Factor Analysis						
DCA ObjectID	Weighted Acres	Vacant Acres*	Municipal Total	Block(s) / Lot(s)	Findings/Comments	Adjusted Developable Acres
35366	0.148158	0.148158	44.164768	B4, L9	The identified area is 420.5 feet long and 13.5 feet (southwest) to 38.9 feet (northeast) deep from Green Brook Road. The depth of the area cannot accommodate development. Additionally, steep slopes are present along the area's frontage. Due to these factors, the identified area is not developable.	0
35367	0.086153	0.086153	44.164768	B95, L2	The identified area is irregularly shaped with a maximum length of 140 feet and a width that varies from 7.2 feet to 35.5 feet. The area totals 3,752.1 square feet and the shape of the area cannot accommodate development. Furthermore, the area is located on a parcel that does not have public street frontage. Due to these factors, the identified area is not developable.	0
36368	0.066658	0.066658	44.164768	B5, L11	This trapezoidal area is 71 feet long (southwest) and 118 feet long (northeast) with a width of 30 feet. The area totals 2,903 square feet. The size and shape of the area cannot accommodate development. Therefore, the identified area is not developable.	0
35369	1.016751	1.016751	44.164768	B99, L3	The southern half of the identified area contains steep slopes. Therefore, developable acres must be reduced to 0.989455 acres.	0.989357
35370	0.08603	0.08603	44.164768	B98, L6	The identified area is irregularly shaped with a length of 95.6 feet and width of 24.8 feet to 45.1 feet. The area is the rear yard of an existing business in the Township of Warren (Block 65, Lot 13). The parcel does not have public street frontage. Due to these factors, the identified area is not developable.	0
35371	0.980932	0.980932	44.164768	B98, L6 & 7	The identified area encompasses the rear yards of an existing residence and business in the Township of Warren (Block 65, Lots 12 & 13, respectively). The two parcels that the area encompasses do not have public street frontage. The area also contains steep slopes totaling 0.01425 acres. Due to these factors, the identified area is not developable.	0
35372	2.271071	2.271071	44.164768	B98, L10	The identified area is the rear yard of an existing residence in the Township of Warren (Block 65, Lot 9). The property the identified area is located on does not have public street frontage. The area also contains steep slopes totaling 0.076337 acres. Due to these factors, the identified area is not developable.	0
35373	0.900921	0.900921	44.164768	B100, L1.01	The identified area fully encompasses Lot 1.01 of Block 100. According to tax records, Lot 1.01 has a Class 2 (Residential) designation, which reflects the recent development of the property with a single-family dwelling. This property is not	0
35374	17.823175	17.823175	44.164768	B99, L12, 13, 15, & 16 B100, L2.03 & 3 B108.09, L5.02	The identified area includes a number of parcels between the Horizons at Green Brook and Top of the World residential developments. There is an approved 15-lot subdivision on Lots 12, 13, 15, and 16 of Block 99. The subdivision includes a southwest extension of Juniper Way (to be renamed "Juniper Pointe Trail") into a cul-de-sac and a second cul-de-sac off Juniper Point Trail, to be known as "Harlow Point Cove", to the northwest. As part of the subdivision approval, the property owner agreed to place conservation areas on the property including in the southern corner (portion of Lot 12), northeast corner (portion of Lot 16), and along the northeastern property line (portion of Lot 15). Aerial imagery from NearMap, captured on October 5, 2024, shows construction has commenced and one home is under construction. Additionally, the identified area encompasses the eastern half of Lot 5.02 of Block 108.09. Sheet 16.03 of the Township's Tax Maps shows the area fully within a 30-foot-wide drainage easement and conservation easement on Lot 5.02. According to Sheet 14 of the Township's Tax Map, Lot 3 of Block 100 does not have public street frontage. Additionally, Lot 2.03 of Block 100 is triangular and comes to a point at Dogwood Lane, which is identified as a private roadway with a width of 16 feet, but the property does not have any linear feet of frontage. Therefore, the identified area is not developable.	0
35375	0.202493	0.202493	44.164768	B114, L18	The identified area is irregularly shaped and isolated in the eastern portion of Block 114, Lot 18. The area is generally "L" shaped with the "l" portion measuring 203.9 feet long and 10 feet to 50 feet wide. The "-" portion measures 97 feet long and 17.2 to 24 feet wide. The area is surrounded by steep slopes. The shape and location of the identified area cannot accommodate development. Additionally, the "-" portion is within a JCP&L right of way. Due to these factors, the identified area is not developable.	0

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Township of Green Brook: DCA Land Capacity Factor Analysis						
DCA ObjectID	Weighted Acres	Vacant Acres*	Municipal Total	Block(s) / Lot(s)	Findings/Comments	Adjusted Developable Acres
35376	4.795539	4.795539	44.164768	B120.04, L30	The identified area is located on a property owned by the Township of Warren and located to the south of their Municipal Complex. The property the identified area is located on does not have any public street frontage. Additionally, wetlands to the north of the area are identified as a habitat for the Red-headed Woodpecker, a State Threatened species, which classifies the wetlands of exceptional value and requires a 150-foot buffer. The buffer encompasses the northern portion of the area. The identified area also contains scattered areas of steep slopes. Due to these factors, the identified area is not developable.	0
35377	0.120231	0.120231	44.164768	B147, L4	The identified area is isolated in the northeast corner of Lot 4. The area length varies from 78.4 feet to 103.2 feet, while the area width varies from 6.3 feet to 43.4 feet. Due to these factors, the identified area is not developable.	0
35378	2.847787	2.847787	44.164768	B121, L1	The identified area is located on a property owned by the Township of Warren and located to the south of their Municipal Complex. The property is located along Strait Lane, a 29.42-foot-wide private roadway according to Sheet 22 of the Township's Tax Maps. Wetlands to the north of the area are identified as a habitat for the Red-headed Woodpecker, which requires a 150-foot buffer. Steep slopes are also present on the property in the northeast corner and along the southern boundary. The buffer and steep slopes encompass 1.159809 acres of the identified area. Due to these factors, the identified area's developable acreage is reduced to 1.687978.	1.687978
35379	1.958017	1.958017	44.164768	B121, L21.02 & 23	The identified area encompasses two parcels, Lots 21.02 and 23. The identified area on Lot 23 (0.15357 acres) is a portion of the rear yard of the single-family dwelling on Lot 22. The parcel contains sheds and other accessory items. Lot 21.02 has frontage along Wichser Lane West, a 10-foot-wide private "travelled way" according to Sheet 22 of the Township's Tax Map. Lot 23 has frontage along Wichser Lane, a 33-foot-wide private "travelled way". Due to these factors, the identified area is reduced to 1.804447 acres.	1.804447
35380	4.97713	4.97713	44.164768	B121, L6, 15.02, 15.03, 17, & 19	The identified area encompasses four undeveloped lots at the west end of Wichser Lane West, a 10-foot-wide private "travelled way" according to Sheet 22 of the Township's Tax Maps. Lots 17 and 19 have frontage along Wichser Lane West, while Lots 15.02 and 15.03 do not have frontage. Wetlands to the north, east, and west are identified as a habitat for Red-headed Woodpecker, which requires a 150-foot buffer. Portions of the buffer encroach into the area from the north, east, and west. Additionally there are scattered steep slopes in the southern portion of the area (Lot 19). These environmental features total 2.997206 acres. Additionally, the identified area is divided into three sections by these environmental features. A rectangular area on Lot 17 remains, which measures 93.9 feet along Wichser Lane West and 10.5 feet to 25.1 feet deep, totaling 1,562.5 square feet. Due to this section's size and depth, this section is not developable. An irregularly shaped section on Lots 15.03 and 19 remains, which totals 0.998366 acres. However, Lot 15.03 does not have frontage on Wichser Lane West, which reduces this section to 0.850219 acres. Finally, the third section is the southern half of Lot 19 and totals 0.959934 acres. Due to these factors, the identified area's developable acreage is reduced to 1.810153 acres, which represents the unconstrained area in the two sections on Lot 19 only.	1.810153
35381	0.266907	0.266907	44.164768	B156, L1.01	According to Sheet 27 of the Township's Tax Maps, this irregularly shaped area has frontage on Ravine Road, a 40-foot-wide public right-of-way. However, this appears to be an isolated right-of-way; there is no right-of-way to the north in the Borough of Watchung or to the east, south, or west in the Township. Therefore, the area is located on a parcel with no public street frontage. Additionally, wetlands to the west are identified as a habitat for the Eastern Copperhead, a State Threatened species, which requires a 150-foot buffer. Said buffer encompasses the western two thirds of the area. Due to these factors, the identified area is not developable.	0
35382	0.79113	0.79113	44.164768	B156, L3	The identified area is located on a lot that does not have public street frontage. Therefore, the identified area is not developable.	0
35383	0.86996	0.86996	44.164768	B122, L1		0.86996

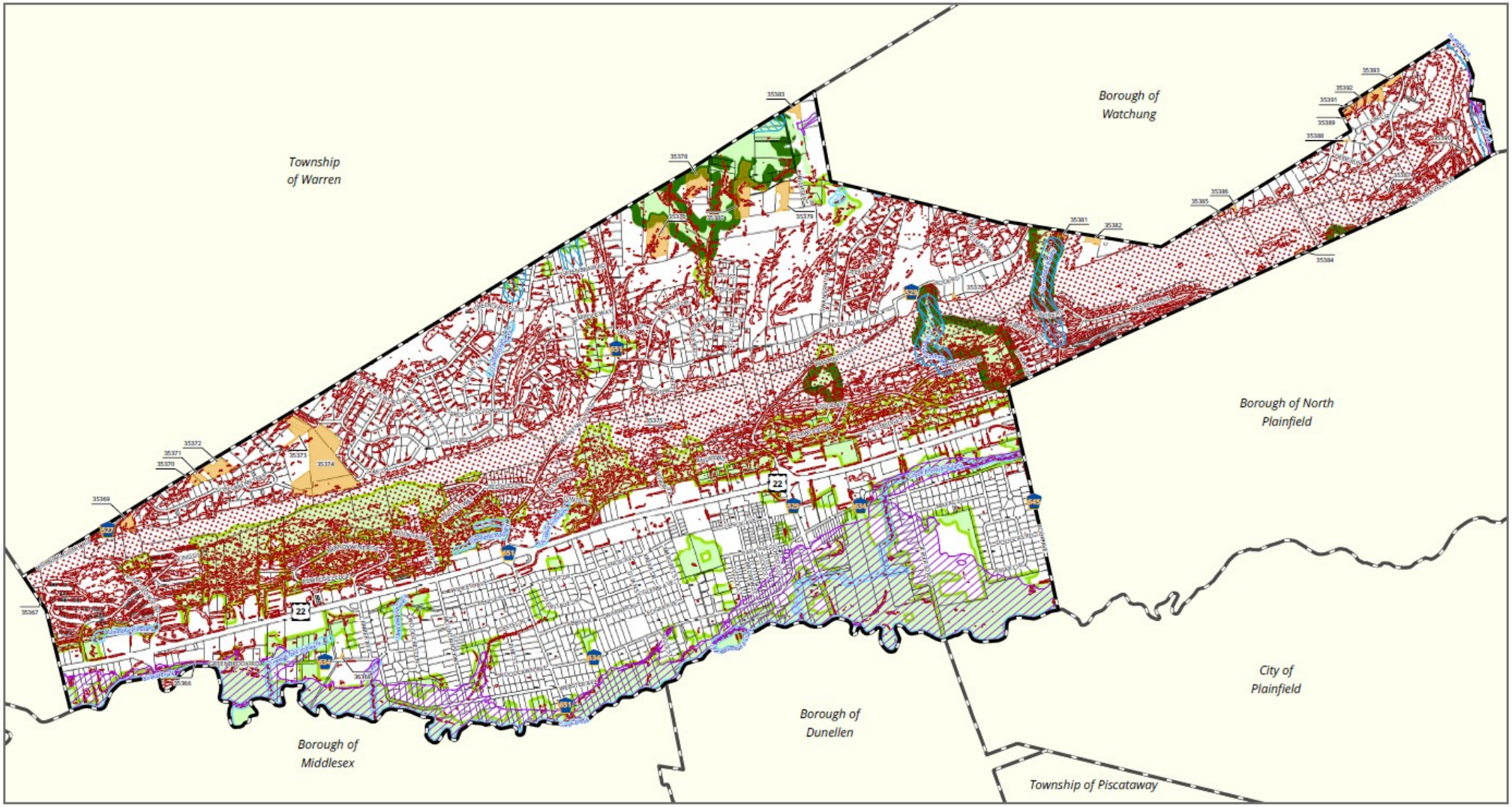
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Township of Green Brook: DCA Land Capacity Factor Analysis						
DCA ObjectID	Weighted Acres	Vacant Acres*	Municipal Total	Block(s) / Lot(s)	Findings/Comments	Adjusted Developable Acres
35384	0.169915	0.169915	44.164768	B157, L4	The identified area is 186 feet long by 14.1 feet (south) to 64 feet (north) wide at a maximum and is isolated in the south-central portion of Lot 4. However, the edges of the area are jagged and the largest rectangular area that could be developed has a length of 85 feet long and width of 28.3 feet (south) to 50 feet (north), totaling 1,415 square feet. The size and shape of the area cannot accommodate development. The entire area is surrounded by steep slopes, including the land between the area and Maple Avenue, an unimproved right-of-way. Therefore, the identified area is not developable.	0
35385	0.154244	0.154244	44.164768	B157, L5.03	The identified area is 96.5 feet by 92.1 feet. Said area is located on a parcel that does not have public street frontage. Therefore, the identified area is not developable.	0
35386	0.137289	0.137289	44.164768	B157, L5.05	The identified area is irregularly shaped with a length of 80.9 feet to 174.5 feet and a width of 89 feet to 8.5 feet. Said area is located on a parcel that does not have public street frontage. Due to the area shape and lack of street frontage, the identified area is not developable.	0
35387	0.121485	0.121485	44.164768	B158, L53	The identified area is irregularly shaped with a length of 148.7 feet and a width of 16.6 to 78.1 feet. The area is isolated in the eastern corner of Lot 53, which is a parcel that does not have public street frontage. Due to these factors, the identified area is not developable.	0
35388	0.090212	0.090212	44.164768	B158.01, L13.01	The identified area is triangular with a length of 194.3 feet and maximum width of 36.4 feet. The shape of the identified area cannot accommodate development. Additionally, the area is assessed with an existing residential property in the Borough of Watchung (Block 1601, Lot 10) and acts as the side and rear yard areas. Due to these factors, the identified area is not developable.	0
35389	0.087906	0.087906	44.164768	B158.01, L12.01	The identified area is irregularly shaped and measures 117.8 feet by 16.3 feet to 47.5 feet wide. The area is located on a parcel that does not have public street frontage. Due to these factors, the identified area is not developable.	0
35390	0.072655	0.072655	44.164768	B158, L19	The identified area is irregularly shaped and measures 3.2 feet to 65.6 feet wide and 10 feet to 56.6 feet long. Additionally, the area is isolated in the eastern corner of Lot 53, which is a parcel that does not have public street frontage. Due to these factors, the identified area is not developable.	0
35391	0.564254	0.564254	44.164768	B158.01, L9.01, 10.01, & 12.01	The identified area is located across three parcels, all of which do not have public street frontage. Due to these factors, the identified area is not developable.	0
35392	0.381888	0.381888	44.164768	B158.01, L8.01, 9.01, & 10.01	The identified area is located across three parcels, all of which do not have public street frontage. Due to these factors, the identified area is not developable.	0
35393	2.175878	2.175878	44.164768	B158.01, L6.01, 7.01, 8.01, & 57	The identified area is located across four parcels. Lots 6.01, 7.01, and 8.01 do not have public street frontage. Lot 57 is the only parcel with public street frontage (Deer Run). However, 1,600 square feet of steep slopes are present on Lot 57, which reduces developable acreage to 0.772032 acres. Additionally, a construction permit was issued for Lot 57 on December 13, 2024 for the construction of a new single-family dwelling. Due to these factors, the identified area is not developable.	0
Total	**44.164769**	**44.164769**				**7.161895**

* The DCA GIS attribute table labels this column as "vacant acres", not developable acres.

Exhibit B

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ENVIRONMENTAL CONSTRAINTS WITH NJDCA LAND CAPACITY ANALYSIS RESULTS

TOWNSHIP OF GREEN BROOK

SOMERSET COUNTY, NEW JERSEY

January 16, 2025

GBT064

Legend

- Municipal Boundary
- Parcels
- NJDCA Land Capacity Analysis Results
- Water Bodies
- Non-Category 1 (C1) Streams
- 50-ft Riparian Zone
- 150-ft Riparian Zone
- Wetlands
- 50-ft Wetlands Buffer
- 150-ft Wetlands Buffer
- FEMA Special Flood Hazard Area
- Areas with slopes 15% or greater

0 1,600 3,200

1 inch = 1,600 Feet

N

Colliers Engineering & Design

Exhibit C

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ENVIRONMENTAL CONSTRAINTS WITH NJDCA LAND CAPACITY ANALYSIS RESULTS

TOWNSHIP OF GREEN BROOK

SOMERSET COUNTY, NEW JERSEY

January 16, 2025
GBT064

Legend

- Municipal Boundary
- Parcels
- NJDCA Land Capacity Analysis Results
- Water Bodies
- Non-Category 1 (C1) Streams
- 50-ft Riparian Zone
- 150-ft Riparian Zone
- Wetlands
- 50-ft Wetlands Buffer
- 150-ft Wetlands Buffer
- FEMA Special Flood Hazard Area
- Areas with slopes 15% or greater

0 1,600 3,200

1 inch = 1,600 Feet

N

Colliers Engineering & Design

Exhibit D

SOMERSET COUNTY

DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

Steve Peter, County Clerk
Somerset County, NJ
2024 Jan 11 08:52 AM
BK: 7540 PGS: 2681-2686
Instrument # 2024000967
Doc Type: TWP AGTDEED
Fee: $13.00

(Official Use Only)

DATE OF DOCUMENT: DECEMBER 28, 2023	TYPE OF DOCUMENT: CONSERVATION AREA AGREEMENT
FIRST PARTY (*Grantor, Mortgagor, Seller or Assignor*)	SECOND PARTY (*Grantee, Mortgagee, Buyer, Assignee*)
TOWNSHIP OF GREEN BROOK	APOGEE POINT, LLP
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY:	MAILING ADDRESS OF GRANTEE:
BLOCK:	
LOT:	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

DO NOT REMOVE THIS PAGE

THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD

RETAIN THIS PAGE FOR FUTURE REFERENCE

CONSERVATION AREA AGREEMENT

Block 99, Lots 12, 13, 15, 16 And 17, Following Subdivision Block 99, Lots 12.01, 12.02, 13.01, 15.01 to 15.08 And 16.01 to 16.04, Green Brook Township, Somerset County, New Jersey

This Conservation Area Agreement ("Agreement") is made on December 28, 2023, between the Township of Green Brook, a municipal corporation of the State of New Jersey, with principal offices located at 111 Greenbrook Road, Green Brook, New Jersey 08812 ("Township") and Apogee Point, LLP, a limited liability partnership of the State of New Jersey, with an address at 13 Robin Road, Apartment 53, Hillsborough, New Jersey 08844 ("Property Owner").

Whereas, Property Owner is the owner of the property identified on the Green Brook Township Tax Maps as Block 99, Lots 12, 13, 15, 16 and 17, following subdivision Block 99, Lots 12.01, 12.02, 13.01, 15.01 to 15.08 and 16.01 to 16.04, consisting of approximately 17.61 acres of land ("Property"); and

Whereas, an Application was filed with the Green Brook Township Land Use Board ("Board") for preliminary major subdivision approval to subdivide the Property into fifteen (15) residential lots; and

Whereas, on August 14, 2017, the Board adopted a memorializing Resolution approving the Application; and

Whereas, Application #21-08 was subsequently filed with the Board for final major subdivision approval consistent with the preliminary major subdivision approval previously granted by the Board to subdivide the Property into fifteen (15) residential lots (the preliminary and final major subdivision approvals are collectively referred to herein as the "Project"); and

Whereas, on November 8, 2021, the Board adopted a memorializing Resolution approving the Application (the August 14, 2017 and November 8, 2021 memorializing Resolutions are collectively referred to herein as the "Resolution"); and

Whereas, the approval of the Board requires Property Owner to enter into this Agreement with Township pertaining to the Conservation Areas on the Property and the maintenance thereof by Property Owner.

Now, Therefore, Township and Property Owner in consideration of the mutual promises and covenants set forth herein, hereby agree to the following terms and conditions:

1. Incorporation of Recitals and Documents in Agreement. The recitals set forth above are hereby incorporated herein and made part of this Agreement. The Resolution and final approved and filed plans for the Project are also incorporated herein and made part of this Agreement.

2. Purpose. This Agreement is for the purpose of preservation of the land within the Conservation Areas in their natural state.

3. Conservation Areas. The Conservation Areas are depicted on the Final Plat - Major Subdivision of Apogee Pointe Estates, Block 99: Lots 12, 13, 15, 16 & 17, Green Brook Township, Somerset County, New Jersey prepared by Page-Mueller Engineering Consultants attached hereto and incorporated herein as **Exhibit A**. Following subdivision the properties identified as Block 99, Lots 12.01, 12.02, 15.05, 15.06, 15.07, 15.08, 16.01, 16.02, 16.03 and 16.04 will contain Conservation Areas that are subject to this Agreement ("Conservation Area Properties"). The Conservation Areas subject to this Agreement shall not be listed on the Township Recreation and Open Space Inventory and shall not be construed as being encumbered by the New Jersey Green Acres Regulations.

4. Property Owner, Successors and Assigns. The use of the term Property Owner herein shall include Property Owner's agents, employees, successors and assigns including any future owners of the Conservation Area Properties. This Agreement shall run with the land in perpetuity and be binding upon all future title owners of the Conservation Area Properties.

5. Township, Successor and Assigns. The use of the term Township herein shall include Township's agents, employees, successors and assigns in perpetuity.

6. Property Owner Obligations. Property Owner shall preserve the land within the Conservation Areas in its natural state. Property Owner shall not remove trees, shrubs, vegetation, landscaping or soil or alter in any way the natural topography of the land within the Conservation Areas without the express written consent of Township. Property Owner shall not construct any buildings, structures or improvements within the Conservation Areas without the express written consent of Township.

7. Access for Inspection. Property Owner hereby grants Township access to the Conservation Area Properties for the purpose of inspection of the Conservation Areas. Such inspection shall be at times deemed appropriate by Township and may be conducted without prior notification to Property Owner.

8. Property Owner Compliance. In the event Township determines Property Owner has failed to comply with the terms of this Agreement, Township shall provide written notice of such noncompliance to Property Owner. Within thirty (30) days of receipt of such written notice, Property Owner shall satisfy and remediate the noncompliance to the satisfaction of Township. In the event Property Owner fails to satisfy or remediate the noncompliance to the satisfaction of Township, Township may enter upon the Conservation Area Properties and perform any work or take any actions deemed necessary to satisfy and remediate the noncompliance. Nothing herein shall require Township to satisfy or remediate the noncompliance. This provision merely gives Township the right, but not the duty or obligation to act.

9. Permits. Property Owner shall complete and execute applications for any permits that may be required for work to be performed at the Conservation Area Properties in accordance with this Agreement. In the event Property Owner fails to complete and execute the applications for any such permits within seven (7) days of request by Township to do so, Township shall be designated and authorized to complete and execute the applications on behalf of Property Owner.

10. Township Reimbursement. In the event Township is required to satisfy or remediate any noncompliance or satisfy any obligation of Property Owner under this Agreement, Property Owner shall be liable and agrees to reimburse Township for all costs and expenses associated therewith. Such costs and expenses shall be due and payable by Property Owner to Township within thirty (30) days of Township's request for reimbursement and shall be a lien upon the Conservation Area Properties and payable as any other taxes pertaining to the Property.

11. Township Lien. Any costs, expenses or attorney's fees incurred by Township to ensure Property Owner's compliance with this Agreement shall be considered a lien upon the Conservation Area Properties and payable by Property Owner to Township as any other taxes pertaining to the Conservation Area Properties.

12. Governing Law; Venue. This Agreement shall be governed by the laws of the State of New Jersey. All disputes of or arising out of this Agreement shall be venued in the Somerset County Superior Court, Somerville, New Jersey.

13. Amendments and Modifications. The provisions of this Agreement may not be amended, modified or terminated without the express written consent and formal action of the Township of Green Brook governing body.

14. Property Owner Authority. Property Owner covenants that it is lawfully seized of the Property and has the right and authority to execute and grant this Agreement. The individuals executing this Agreement on behalf of Property Owner represent they are fully authorized to do so and are fully authorized to bind the Property Owner to all the terms and conditions of this Agreement.

15. Conservation Area Properties Owner Liability. Property Owner shall be liable only for the Conservation Areas on their respective property.

In Witness Whereof, Property Owner and Township hereby execute this Conservation Area Agreement for the purposes herein expressed to be effective the day and year first written above.

Witness

Kelly Cupit, Administrator/Clerk

Township of Green Brook

James Van Arsdale, Mayor

Witness

Jay B. Bohn

Apogee Point, LLP

Joel Schwartz, Vice President

Acknowledgments Next Page

Apogee Point, LLP, Acknowledgment

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

I certify that on December 21, 2023, Joel Schwartz personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is the Vice President of Apogee Point, LLP; (b) is fully authorized to execute and deliver this Conservation Area Agreement on behalf of Apogee Point, LLP; and (c) executed and delivered this Agreement voluntarily for the purposes set forth herein.

Jay B. Bohn
~~Notary Public of the State of New Jersey~~

Jay B Bohn
An Attorney At Law
of the State of New Jersey

Township Of Green Brook Acknowledgment

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

I certify that on December 28, 2023, Kelly Cupit, Administrator/Clerk of the Township of Green Brook, personally came before me and acknowledged under oath, to my satisfaction, that: (a) this person is the Administrator/Clerk of the Township of Green Brook; (b) this person is the attesting witness to the signing of this Conservation Area Agreement by the Mayor of the Township of Green Brook; (c) this Agreement was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Green Brook; and (d) this person signed this proof to attest to the truth of these facts.

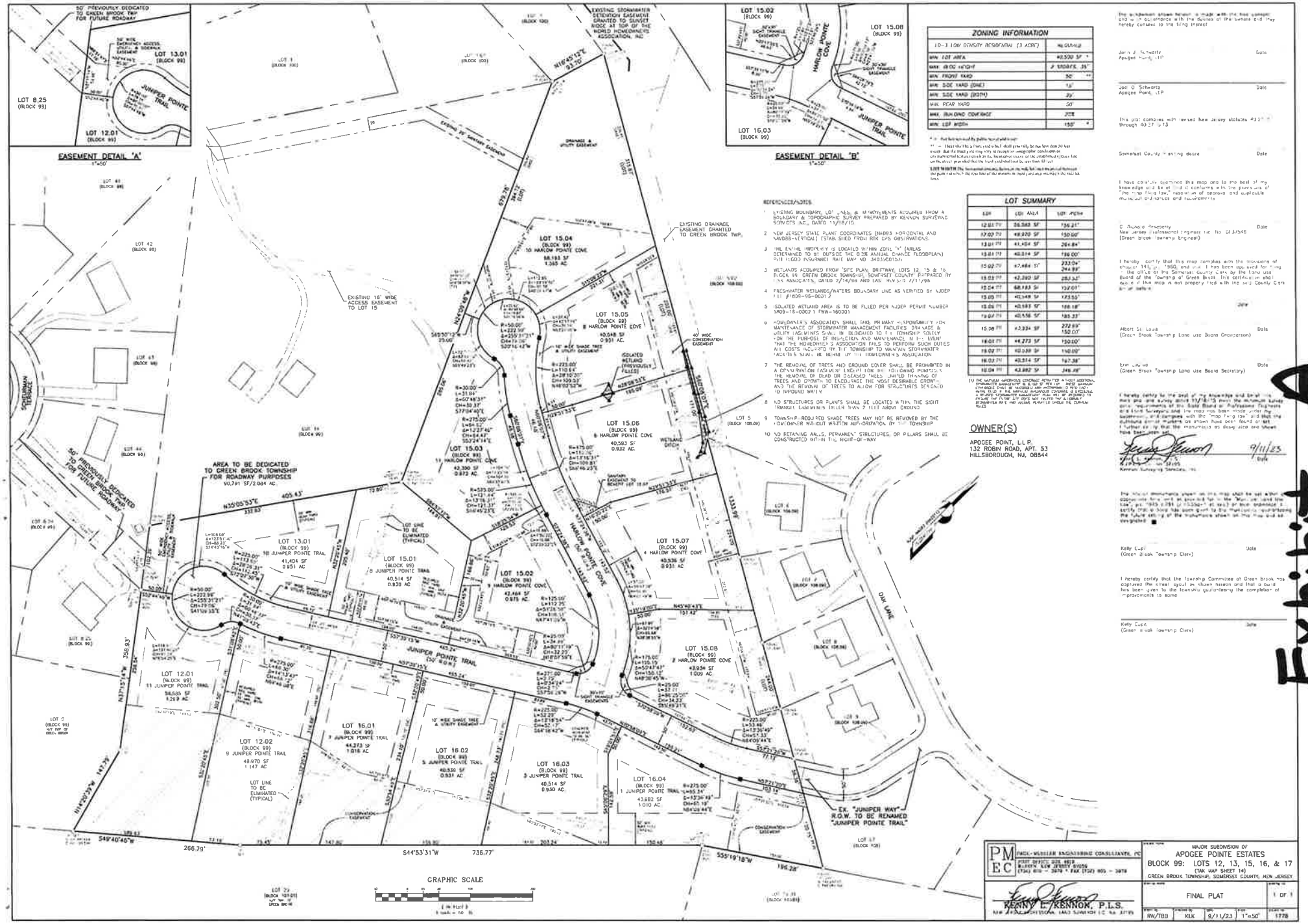
Notary Public of the State of New Jersey

William J. Willard
Attorney At Law
State Of New Jersey

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn.: William Willard

SOM-L-000163-25 01/29/2025 7:49:17 PM Pg 39 of 40 Trans ID: LCV2025225688


EASEMENT DETAIL 'A'
1"=50'
EASEMENT DETAIL 'B'
1"=50'
50' PREVIOUSLY DEDICATED TO GREEN BROOK TWP FOR FUTURE ROADWAY
LOT 8.25 (BLOCK 99)
LOT 13.01 (BLOCK 99)
LOT 12.01 (BLOCK 99)
JUNIPER POINTE TRAIL
LOT 15.02 (BLOCK 99)
LOT 15.08 (BLOCK 99)
LOT 16.03 (BLOCK 99)
HARLOW POINTE COVE
EXISTING STORMWATER DETENTION EASEMENT GRANTED TO SUNSET RIDGE AT TOP OF THE WORLD HOMEOWNERS ASSOCIATION, INC
EXISTING DRAINAGE EASEMENT GRANTED TO GREEN BROOK TWP.
EXISTING 16' WIDE ACCESS EASEMENT TO LOT 15
40' WIDE CONSERVATION EASEMENT
ISOLATED WETLAND (PREVIOUSLY FILLED)
WETLAND BRIDGE
AREA TO BE DEDICATED TO GREEN BROOK TOWNSHIP FOR ROADWAY PURPOSES
90,791 SF/2.084 AC.
50' PREVIOUSLY DEDICATED TO GREEN BROOK TWP FOR FUTURE ROADWAY
LOT 15.04 (BLOCK 99) 10 HARLOW POINTE COVE 58,193 SF 1.365 AC
LOT 15.05 (BLOCK 99) 8 HARLOW POINTE COVE 40,548 SF 0.931 AC.
LOT 15.06 (BLOCK 99) 6 HARLOW POINTE COVE 40,593 SF 0.932 AC.
LOT 15.07 (BLOCK 99) 4 HARLOW POINTE COVE 40,526 SF 0.931 AC
LOT 15.08 (BLOCK 99) 2 HARLOW POINTE COVE 43,934 SF 1.009 AC.
LOT 15.03 (BLOCK 99) 11 HARLOW POINTE COVE 42,390 SF 0.973 AC.
LOT 15.02 (BLOCK 99) 9 HARLOW POINTE COVE 42,464 SF 0.975 AC.
LOT 15.01 (BLOCK 99) 7 HARLOW POINTE COVE 40,514 SF 0.930 AC.
LOT 13.01 (BLOCK 99) 98 JUNIPER POINTE TRAIL 41,404 SF 0.951 AC
LOT 12.01 (BLOCK 99) 11 JUNIPER POINTE TRAIL 58,585 SF 1.269 AC
LOT 12.02 (BLOCK 99) 9 JUNIPER POINTE TRAIL 40,970 SF 1.147 AC
LOT 16.01 (BLOCK 99) 3 JUNIPER POINTE TRAIL 44,273 SF 1.016 AC
LOT 16.02 (BLOCK 99) 5 JUNIPER POINTE TRAIL 40,930 SF 0.931 AC
LOT 16.03 (BLOCK 99) 3 JUNIPER POINTE TRAIL 40,514 SF 0.930 AC
LOT 16.04 (BLOCK 99) 1 JUNIPER POINTE TRAIL 43,882 SF 1.010 AC
EX. "JUNIPER WAY" R.O.W. TO BE RENAMED "JUNIPER POINTE TRAIL"
OAK LANE
LOT 10 (BLOCK 99)
LOT 42 (BLOCK 99)
LOT 41 (BLOCK 99)
LOT 44 (BLOCK 99)
LOT 43 (BLOCK 99)
LOT 45 (BLOCK 99)
LOT 46 (BLOCK 99)
LOT 47 (BLOCK 99)
LOT 48 (BLOCK 99)
LOT 49 (BLOCK 99)
LOT 50 (BLOCK 99)
LOT 51 (BLOCK 99)
LOT 52 (BLOCK 99)
LOT 53 (BLOCK 99)
LOT 54 (BLOCK 99)
LOT

CONSTRUCTION PERMIT

Date Issued 12/13/2024
Control # C-24-00044
Permit # 24-387

IDENTIFICATION Block: 158.01 Lot: 57 Qualifier

Work Site Location: 177 DEER RUN Green Brook Township, NJ

Owner in Fee NOWAK, EDWARD & LINDSAY
177 DEER RUN WATCHUNG NJ 07069

Telephone: (732) 770-0886

Contractor NOWAK, EDWARD & LINDSAY
Address 177 DEER RUN WATCHUNG NJ 07069

Telephone: (732) 770-0886
Lic. No. or Bldrs. Reg. No.
Federal Employee. No.

Is hereby granted permission to perform the following work:

- [x] BUILDING
- [x] PLUMBING
- [ ] LEAD HAZARD ABATEMENT
- [x] ELECTRICAL
- [x] FIRE PROTECTION
- [ ] DEMOLITION
- [ ] ELEVATOR DEVICES
- [ ] ASBESTOS ABATEMENT (Subchapter 8 only)
- [ ] OTHER

DESCRIPTION OF WORK:

Note: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.
Estimated Cost of Work $701,000

Construction Official — 12/13/2024 Date

U.C.C. F170
equiv (rev 1/04)

PAYMENTS (Office Use Only)

Building	$3,863
Electrical	$1,100
Plumbing	$1,760
Fire Protection	$800
Elevator Devices	$0
Other	$0.00
DCA Training Fee	$261
CO Fee	
Other	$11,672
Total	$19,456
Check No.	4369
Cash	$0
Credit	$0
Collected By	Cindy Huljack

1 WHITE - INSPECTOR 2 CANARY - OFFICE 3 PINK - TAX ASSESSOR 4 GOLD - APPLICANT

REQUIRED INSPECTIONS

Construction work must be inspected in accordance with the State Uniform Construction Code Regulations N.J.A.C. 5:23-2.18. This agency will carry out such periodic inspections during the progress of work as are necessary to insure that the work installed conforms with the requirements of the Uniform Construction Code.

The owner or other responsible person in charge of work must notify this agency when work is ready for any required inspections specified below. Requests for inspections must be made at least 24 hours prior to the time the inspection is desired. Inspections will be performed within three business days of the time for which they are requested. The work must not proceed in a manner which will preclude the inspection until it has been made and approval granted.

- [x] Required inspections for all subcodes for one- and two-family dwellings are as follows:
  1. The bottom of footing trenches before placement of footings, except that in cases of pile foundations, inspections shall be made in accordance with the requirements of the building subcode.
  2. Foundations and all walls up to grade level prior to back filling.
  3. All structural framing, connections, wall and roof sheathing and insulation; electrical rough wiring, panel and service installation; rough plumbing. The framing inspection shall take place after the rough electrical and plumbing inspections and after the installation of the heating, ventilation and /or air conditioning duct system. The insulation inspection shall be performed after all other subcode rough inspections and prior to the installation of any interior finish material.
  4. Installation of all finished materials, sealings of exterior joints, plumbing piping, trim and fixtures; electrical wiring, devices and fixtures; mechanical systems equipment.

  Additional required inspections for all subcodes of construction, for other than one- and two-family dwellings, are fire suppression systems, heat producing devices and Barrier Free subcode accessibility, if applicable.

- [ ] Required special inspections. The applicant by accepting the permit will be deemed to have consented to these requirements:

- [x] A final inspection is required for each applicable subcode area before a final Certificate of Occupancy or Approval may be issued. The final inspections include the installation of all interior and exterior finish materials, sealing of exterior joints, mechanical system and other required equipment; electrical wiring, devices and fixtures; plumbing pipes, trim and fixtures; tests required by any provision of the adopted subcodes, Barrier Free accessibility, if applicable; and verification of compliance with NJAC 5:23-3.5, "Posting structures".

- [x] A complete copy of released plans must be kept on the job site.

If you do not understand any of this information, please ask.

Appendix E | April 8, 2025 Program Settlement Recommendation Present Need and Prospective Need

PREPARED BY THE AFFORDABLE HOUSING PROGRAM:

	Superior Court of New Jersey Law Division, Civil Part
In the Matter of Greenbrook Township	Docket No. SOM-L-163-25
	Program Settlement Recommendation **Present Need and Prospective Need**

THIS MATTER, having come before the Affordable Housing Program, pursuant to the Complaint for Declaratory Judgment filed in this matter on January 29, 2025 ("DJ Complaint") by the Petitioner, Township of Greenbrook("Petitioner" or "Municipality"), pursuant to N.J.S.A. 52:27D-304.2, -304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (collectively, the "FHA"), and in accordance with Section II.A of Administrative Directive #14-24 ("Directive #14-24") of the Affordable Housing Dispute Resolution Program (the "Program"), seeking a certification of compliance with the FHA;

AND IT APPEARING that, on October 18, 2024, pursuant to the FHA (as amended), the New Jersey Department of Community Affairs ("DCA") issued its report entitled "Affordable Housing Obligations for 2025-2035 (Fourth Round)", therein setting forth the "present need" and prospective need" obligations of all New

Jersey municipalities for the Fourth-Round housing cycle (the "DCA's Fourth Round Report");

AND IT APPEARING that, pursuant to the DCA's Fourth Round Report, the "present need" obligation of the Petitioner has been calculated and reported as 26 affordable units, and its "prospective need" obligation of the Petitioner has been calculated and reported as 120 affordable units, and which calculations have been deemed "presumptively valid" for purposes of the FHA;

AND IT APPEARING that the Municipality represented by counsel adopted a resolution seeking deviation from DCA numbers based on their planner's recommendation for its prospective need obligation of 106 units.

AND IT APPEARS that challenges to the Municipal calculations were timely and properly filed by the New Jersey Builders Association represented by Counsel, both challengers disputing the town proposed obligations for present and prospective need, and supporting DCA present and prospective need obligations, each challenge supported by their own expert reports;

AND IT APPEARS that the Program, assigned the case to program member Judge Thomas C. Miller, A.J.S.C. (Ret.) to handle the case in accordance with the statute and the AOC Directive, requiring the member to issue recommendations to the County Mount Laurel Judge, and appointed member of the program having considered the submissions of counsel, the various planners report and the DCA

report, and the program having conducted settlement conferences and sessions hosted by the assigned member in accordance with Directive and the statutory framework.

AND IT APPEARS THAT, the AOC appointed an independent special adjudicator affordable housing expert to work with and make recommendations to the program, and that Art Bernard was appointed special adjudicator in this case,

AND IT APPEARS the Builders Association have notified the program in writing that by their counsel that they will not participate in the settlement negotiations, and that they will not object to any settlement reached between the municipality and Fair Share Housing,

AND IT APPEARS THAT, the program hosted a settlement conference on this case, and that all parties, local officials, attorneys, and planners appeared with the goal of reaching a resolution,

AND IT APPEARS THAT, the parties have engaged in extensive settlement negotiations before, during and after the settlement conferences, with the guidance and assistance of the program member assigned to the case and the special adjudicator,

AND IT APPEARS THAT the municipality and Builders Association have reached a resolution, the settlement was place on the record, the parties circulated a

settlement agreement that will be uploaded to eCourts and that the municipal governing body has adopted or intends to adopt a resolution to accept the settlement,

AND IT APPEARING that the special adjudicator recommends accepting the settlement to the program,

AND it APPEARING THAT the terms of the settlement are as follows: The prospective need obligation for the Township shall be 113 units and that parties will now move on to the compliance phase to address the remaining issues,

For all those reasons, the program member hereby recommends an ORDER as follows:

That the proposed settlement is hereby directed to the vicinage Mount Laurel judge for review and the entry of an order as to the municipality's determination of its fair share obligation is accordance with the terms of the settlement agreement, that this settlement disposes of all the challenges filed, that the municipality retains all the protections of the law and retains immunity from exclusionary zoning litigation, and that the program retains jurisdiction for the compliance phase of accordance with the statutory frame work and the AOC directive.

Respectfully submitted by The Program:

By: /s/ Thomas C. Miller

Thomas C. Miller, A.J.S.C. (Ret.),

Program Chair
Hon. Thomas C. Miller, A.J.S.C. (Ret.)

Dated: March 27, 2025

Mount Laurel Judge:

The Program's recommendation is ☒accepted for the reasons set forth by the Program, ☐accepted for the reasons set forth below, ☐rejected, ☐accepted/rejected in part.

Findings of fact and conclusions of law (Rule 1:7-4(a)):

Arms length settlement entered into by the parties was fair and equitable especially when balancing and considering the risks and costs and expense of litigation.

By: _____
Hon. William G. Mennen **, J.S.C.**

Dated: 4/8/25

Appendix F | Mountainview Original Deed, Recent Deed Restriction, Affordable Housing Agreement

See Resolution BK-5758 PG-1755-27
See resolution re: Bk 5613-pg 27
See Agreement Bk 5607 Pg 1165
See 1st Amendment #1999153003 BK 2267 Pg 48

MASTER DEED

170 Pgs $356.00 check/cr

FOR

MOUNTAINVIEW AT GREEN BROOK CONDOMINIUM

Prepared by: Wendell A. Smith
Wendell A. Smith, Esq.

REC NOV/08/1999 03:49PM 153003

SOMERSET COUNTY CLERK SLP 356.00

RECORD AND RETURN TO:

Greenbaum, Rowe, Smith, Ravin, Davis & Himmel LLP
P.O. Box 5600
Woodbridge, New Jersey 07095
Attention: Wendell A. Smith, Esq.

BK2267PG167

RECORDED

1999153003

Unofficial Document

MASTER DEED
FOR
MOUNTAINVIEW AT GREEN BROOK CONDOMINIUM

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EXHIBIT "C" - Architectural Drawings of the Units and Buildings
EXHIBIT "D" - Certificate of Incorporation of Mountainview at Green Brook Condominium Association, Inc.
EXHIBIT "E" - By-Laws of Mountainview at Green Brook Condominium Association, Inc.
EXHIBIT "F" - Schedule of Percentage Interest in the Common Elements

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MASTER DEED
FOR
MOUNTAINVIEW AT GREEN BROOK, CONDOMINIUM

THIS MASTER DEED, made this 22nd day of October, 1997 by

BAKER RESIDENTIAL LIMITED PARTNERSHIP, a Connecticut limited partnership, having an address at 485 Washington Avenue, Pleasantville, New York 10570 (hereinafter referred to as "Developer").

WHEREAS, Developer is the owner of the fee simple title to those lands and premises in the Township of Green Brook, County of Somerset, State of New Jersey, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, it is the present intent and desire of Developer to establish the condominium form of ownership for the Property pursuant to the provisions of the New Jersey Condominium Act, (N.J.S.A. 46:8B-1 et seq.), under the name of "Mountainview at Green Brook Condominium (hereinafter referred to as the Condominium"); and

WHEREAS, the Property, as now or hereafter constituted, is planned to consist of lands and buildings which are intended to ultimately contain up to two hundred and fifty-six (256) dwelling units with related improvements and amenities; and

WHEREAS, the Mountainview at Green Brook Condominium Association, Inc., a New Jersey non-profit corporation (hereinafter referred to as the "Association"), has been established as the condominium association to have the responsibility for the administration, operation and management of the Condominium together with all improvements intended

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for the common use and enjoyment of the residents of the Condominium; and

WHEREAS, all Owners of Units in the Condominium will automatically be Members of the Association, and will be governed by and subject to the Certificate of Incorporation, Master Deed, and By-Laws of the Association (the "Condominium Documents").

THEREFORE, WITNESSETH:

ESTABLISHMENT OF CONDOMINIUM. The Developer does hereby submit, declare and establish in accordance with N.J.S.A. 46:8B-1 et seq., the condominium form of ownership for the property to be known as Mountainview at Green Brook Condominium, together with all improvements within the lands, as more particularly described in Exhibit "B" and shown on Exhibit "B" attached hereto and made part hereof.

ARTICLE I

DEFINITIONS

1.01 General. The following words and terms, when used in this Master Deed, the Certification of Incorporation, or the By-laws, shall have the following meanings unless the context in which same are utilized clearly indicates to the contrary. Unless the context clearly indicates otherwise, all definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions set forth herein shall be used in conjunction therewith.

1.02 "Affiliate" of a Developer means any entity which controls, is controlled by, or is under common control with the Developer. An entity "controls" a Developer if the entity (i) is an officer, director, or employer of the Developer, (ii) directly or indirectly or acting in concert with one or more other entities, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty (20%)

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percent of the voting interest in the Developer or, (iii) controls in any manner the election of a majority of the directors of the Developer. An entity "is controlled by" the Developer if the Developer (i) is a general partner, officer, director, or employer of the entity, (ii) directly or indirectly or acting in concert with one or more other entities, or through one or more subsidiaries, owns, controls, holds the power to vote, or holds proxies representing more than twenty (20%) percent of the voting interest in the entity, (iii) controls in any manner the election of a majority of the directors of the entity. Control does not exist if the powers described in this section are held solely for an obligation and are not exercised.

1.03 "Affordable Housing Agreement" shall mean and refer to the Affordable Housing Agreement of the Township of Green Brook dated May 16, 1994 together with any future amendments and supplements to the Agreement.

1.04 "Annual Common Expense Assessment" shall mean and refer to those assessments upon the Owner(s) as described in Section 6.01 of this Master Deed.

1.05 "Association" shall mean Mountainview at Green Brook Condominium Association, Inc., a New Jersey non-profit corporation, formed to administer, manage and operate the common affairs of the Owners of the Condominium and to maintain, repair and replace the General Common Elements of the Condominium as provided in this Master Deed and the By-Laws.

1.06 "Board" shall mean the Board of Trustees of the Association and any reference herein or in the Certificate of Incorporation, By-Laws or Rules and Regulations to any power, duty, right of approval or any other right of the Association shall be deemed to refer to the Board and not the Members of the Association, unless the context expressly indicates

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to the contrary. Any reference herein to any power or duty, right of approval or any other right which may be delegated, "Board" shall mean the entity to which such power or duty, right of approval or any other right has been delegated.

1.07 "By-Laws" shall mean the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "D," together with all future amendments or supplements thereto.

1.08 "Capital Improvement Assessment" shall mean and refer to those Common Expense assessments imposed upon the Owner(s) as described in Section 6.10 of this Master Deed.

1.09 "Certificate of Incorporation" shall mean the Certificate of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "C," together with all future amendments or supplements thereto.

1.10 "Common Elements" shall have the same meaning as "common elements" pursuant to N.J.S.A. 46:8B-3d, except as same may be modified by the provisions of Article IV thereof.

1.11 "Common Expenses" shall, subject to the provisions of Article VI hereof, mean all those expenses anticipated by N.J.S.A. 46:8b-3e, in addition to all expenses including reserves incurred or assessed by the Association, or its respective trustees, officers, agents or employees, in the lawful performance of their respective duties or powers.

1.12 "Condominium" shall mean "Mountainview at Green Brook Condominium" and shall include (i) all the lands and premises located or to be located within the Property which are submitted to the condominium form of ownership; and (ii) all buildings and

improvements now or hereinafter constructed in, upon, over or through such lands and premises.

1.13 "Condominium Act" shall mean the provisions of N.J.S.A. 46:8B-1 et seq., and all amendments and supplements thereto.

1.14 "Developer" shall mean and refer to BAKER RESIDENTIAL LIMITED PARTNERSHIP, a Connecticut limited partnership, its successors and assigns, and includes any successor to the Developer contemplated by Article XIV of this Master Deed.

1.15 "Eligible Mortgage Holder" shall mean and refer to the holder, insurer or guarantor of a First Mortgage encumbering any Unit which has given written notice to the Association in the manner provided in Section 13.01 of this Master Deed of its desire to have notice of those matters which are the subject of Sections 13.02 through 13.06 and 13.10 of this Master Deed. The notice to the Association must state the name of the Mortgage Holder and the address to which notices are to be sent and must sufficiently identify the Unit for which the Eligible Mortgage Holder holds a First Mortgage. It shall be the obligation of the Eligible Mortgage Holder to keep the Association informed of any change of address to which required notices should be sent.

1.16 "Emergency Assessment" shall mean and refer to those Common Expense assessments imposed upon the Owner(s) as described in Section 6.08 of this Master Deed.

1.17 "First Mortgage" shall mean and refer to the first or paramount Mortgage, the lien of which encumbers a Unit.

1.18 "Garden Home" shall mean a condominium dwelling unit in Building No. 31, all as more particularly described in Section 3.02 hereof.

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1.19 "Institutional Lender" shall mean any bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund or other financial institution or governmental agency providing, acquiring, insuring, guaranteeing or proposing to provide, acquire, insure or guarantee Mortgages. It shall also mean and include the Federal National Mortgage Association (FNMA), the Veteran's Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Housing Administration (FHA) the Township of Green Brook and any other similar governmental or quasi-governmental entity that provides, acquires, insures or guarantees or proposes to provide, acquire, insure or guarantee Mortgages.

1.20 "Lease" shall mean any agreement for the leasing or rental of any Unit, or residential dwelling.

1.21 "Limited Common Elements" shall have the same meaning as "limited common elements" pursuant to N.J.S.A. 46:8B-3k, except as same may be modified by the provisions of Article IV hereof.

1.22 "Limited Common Expenses" shall mean Common Expenses for which some, but less than all, of the Owners are proportionately liable, including but not limited to those expenses which are declared to be Limited Common Expenses by the provisions of this Master Deed or the By-Laws.

1.23 "Master Deed" shall mean the Master Deed for the Condominium, together with all future amendments and supplements thereto which are recorded in the Office of the Clerk of Somerset County.

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1.24 "Member" shall mean all those Owners who are members of the Association as provided in Article V of the Certificate of Incorporation.

1.25 "Member in Good Standing" shall mean and refer to any Member who has, fully paid all installments due for assessments made or levied against him and his Unit by the Board, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and to his Unit.

1.26 "Miscellaneous Assessments" shall mean and refer to those assessments imposed upon the Owner(s) as described in Section 6.14 of this Master Deed.

1.27 "Mortgage" shall mean and refer to the duly recorded instrument and underlying obligation giving rise to a mortgage lien upon any Unit.

1.28 "Mortgage Holder" shall mean and refer to the holder of record of a Mortgage or one who insures or guarantees any Mortgage.

1.29 "Owner" shall mean and refer to those persons or entities in whom record fee simple title to any Unit is vested as shown in the records of the Somerset County Clerk, including the Developer, unless the context expressly indicates otherwise, but despite any applicable theory of mortgage, shall not mean or refer to any mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee has acquired title to any such Unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Owner" refer to any lessee or tenant of a "Owner."

1.30 "Permitted Mortgage" shall mean and refer to any Mortgage that is held by an Institutional Lender or which is a purchaser money First Mortgage held by the Developer or any other seller of a Unit. It shall also mean and include any other Mortgage, the lien of

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which by the expressed terms of the Mortgage is subordinate to any and all existing or future Common Expense liens imposed by the Association. Any acquisition, construction, permanent or other Mortgage placed by the Developer upon all or a portion of the Property including any Unit, shall also be a Permitted Mortgage so long as same is expressly made subordinate to the Condominium Governing Documents and provides a mechanism for securing partial releases for Units and their respective percentage interest in the Common Elements encumbered by same.

1.31 "Property" shall mean the land and premises described in Exhibit "A" and graphically depicted on Exhibit "B" and all improvements now or hereafter constructed in, upon, over or through such land and premises.

1.32 "Remedial Assessments" shall mean and refer to those assessments imposed upon the Owner(s) as described in Section 6.12 of this Master Deed.

1.33 "Rules and Regulations" shall mean those rules and regulations of the Association that the Board may promulgate, together with all future amendments or supplements thereto.

1.34 "Town Home" shall mean any condominium dwelling unit located in Building Nos. 1-6, 8-11, 14-18, 21-23, 26-28 and 30, all as more particularly described in Section 3.03 hereof.

1.35 "Unit" shall mean a part of the Condominium designated and intended for independent ownership and residential use and is intended to include a Garden Home and a own Home, all as more specifically described in Article III hereof. "Unit" shall not be

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deemed to include any part of the Common Elements situated within or appurtenant to a Unit.

ARTICLE II

GENERAL DESCRIPTIONS OF CONDOMINIUM

2.01 The Condominium. The Condominium will ultimately include the lands described in Exhibit "A" aforesaid consisting of approximately 46.7396 acres in the aggregate and Units of varying types together with all site improvements, all as shown on Exhibit "B" aforesaid, and all rights, privileges, roads, waters and appurtenances within the lands belonging or appertaining thereto. Each Unit is designated on Exhibit "B".

2.02 Recordation of the Master Deed. Upon the recording of this Master Deed, and the establishment of the Condominium thereby, the Developer shall be the owner of every Unit, including its appurtenant percentage interest in the Common Elements, and shall have the right to sell and convey, lease, or otherwise dispose of each such Unit as it may deem appropriate, in its sole discretion in accordance with the governing documents and all government approvals, and requirements, including the Affordable Housing Agreement.

ARTICLE III

DESCRIPTION OF UNITS

3.01 Unit Types. There are two (2) distinct types of Units within the Condominium which are designated respectively as Garden Homes and Town Homes. The dimensions, area and location of all of the Units are as shown graphically on Exhibits "B" and "C" and all types of Units are hereinafter described.

3.02 Description of Town Homes. The dimensions, area and location of the Town

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Home Units and Manor Home Units within the Condominium and the buildings in which they are situated is shown graphically on Exhibits "B" and "C". Each Town Home is intended to contain all the space within the area bounded by the interior surface of its perimeter walls and its uppermost subfloor and its lowermost ceiling as follows:

BOTTOM: The bottom is an imaginary horizontal plane along and coincident with the unexposed surface of the uppermost subfloor, (i.e concrete slab or basement floor), if any, within the Unit, and extending in every direction to the point where it closes with a side of such Unit.

TOP: The top of the Unit is an imaginary horizontal plane along and coincident with the lowermost surface of the underside of the roof sheathing of the dwelling and extending in every direction to the point where it closes with every side of such Unit.

SIDES: The sides of each Unit are imaginary vertical planes along and coincident with the innermost surface of the studding of the perimeter walls. Where the perimeter walls are masonry, block or poured concrete, the side is an imaginary plane along and coincident with the innermost surface of such side. Where no wall exists, the side is an imaginary vertical plane along and coincident with the exterior surface of the windows or doors located on the perimeter of such Unit. The sides of each such Unit are bounded by the bottom and top of the Unit.

A Unit shall include the area within any garage(s) appurtenant to a Unit, the boundaries of such area being defined in the same manner as residential living space.

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3.03 Description of Garden Homes. The dimensions, area and location of the Garden Home within the Condominium and the buildings in which they are situated are shown graphically on Exhibits "B" and "C". Each Garden Home is intended to contain all the space within the area bounded by the interior surface of its perimeter walls and its uppermost floor and its lowermost ceiling as follows:

BOTTOM: The bottom is an imaginary horizontal plane along and coincident with the highest surface of the floor joists, if any, within the Unit, and extending in every direction to the point where it closes with a side of such Unit.

TOP: The top is an imaginary horizontal plane along and coincident with the lowermost surface of the ceiling joists and along and coincident with the exterior surface of any skylights, and extending in every direction to the point where it closes with every side of such Unit.

SIDES: The sides are imaginary vertical planes along and coincident with the innermost surface of the studding of the perimeter walls. Where no walls exists, the side is an imaginary vertical plane along and coincident with the exterior surface of the windows or doors located on the perimeter of such Unit. The sides of each such Unit are bounded by the bottom and top of the Unit.

3.04 Items Included in all Units. Each Unit, regardless of type, also includes appliances, fixtures, doors, door frames and hardware; air conditioner compressor, if any; window frames, panes, hardware and systems; skylights, if any; lighting fixtures; interior

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walls and partitions; stairways and stairwells; gypsum board and/or other facing material on the walls and ceilings thereof; the inner decorated and/or finished surface of the floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements which are located within the boundaries of the Unit as set forth in Sections 3.02 or 3.03, or which are exclusively appurtenant to a Unit, although all or part of the improvement may not be located within the boundaries of the Unit as set forth in Sections 3.03 or 3.04. Such appurtenant improvements include the following, to the extent that they serve an individual Unit only and not any other Unit or any portion of the Common Elements:

(a) That portion of the common heating, plumbing, ventilating and air conditioning system as extends from the interior surface of the walls, floors or ceilings into the Unit; and

(b) All electrical fixtures switches, outlets and circuit breakers which are accessible from the Unit as well as all electrical wires which extend from the walls, floors or ceilings and are connected to same; and

(c) All master antenna or cable television wiring which extends from the walls, floors, or ceilings into the Unit; and

(d) Any fireplace, chimney or flue, including that portion located within a wall or projection above the roof of the Unit.

(e) All utility meters not owned by the public utility agency supplying the service; and

(f) All equipment, appliances, machinery, mechanical or other systems

including but not limited to the heating, plumbing and ventilating systems which serve the Unit exclusively whether or not same are located within or without the Unit. However, to the extent that such items are located in common walls, ceilings, floors or other Common Elements, the Association shall be responsible for the maintenance, repair and replacement of same.

3.05 Subdivision of Unit. No Unit may be subdivided without the prior written approval of any Permitted Mortgage holder for such Unit and the Board and in no event shall a Unit contain more than one housekeeping unit. None of the foregoing approvals shall apply to Developer prior to the initial conveyance of any Unit(s) from Developer to another Owner.

ARTICLE IV

DESCRIPTIONS OF COMMON ELEMENTS

4.01 Common Elements. All appurtenances and facilities and other items which are not part of the Units hereinbefore described in Article III shall comprise the Common Elements as graphically shown on Exhibits "B" and "C" aforesaid. The Common Elements shall also include by way of description but not by way of limitation:

(a) All land described in Exhibit "A" aforesaid whether improved or unimproved, together with all space located outside the Units; and

(b) All private streets, driveways, parking areas, curbs and sidewalks if any, subject to the easements and provisions set forth in Article VIII hereof; and

(c) The common recreational amenities which are available for all Owners; and

(d) Sewer laterals, conduits, utility lines, underground sprinkler system not

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located within a Unit, if any, subject to the easements and provisions set forth in Article VIII hereof; and public connections and meters for gas, electricity, telephone, cable television and water not owned by the public utility or other agencies providing such services; and

(e) Any easement or other right which may nor or hereafter be granted for the benefit of the Owner(s) or others for access to or use of the Common Elements outside the Condominium or for any other purpose, including drainage; and

(f) All tangible personal property required exclusively for the operation, maintenance, and administration of the Condominium which may be owned by the Association; and

(g) All other facilities or elements of any improvement within the Condominium necessary or convenient to the existence, management, operation, maintenance or safety of the Condominium or normally in common use; and

(h) All common systems and equipment including mechanical, electrical, plumbing, ventilating, sprinkler and fire suppression systems.

4.02. Limited Common Elements. The Limited Common Elements shall be as graphically shown on Exhibits "B" and "C" aforesaid and shall include by way of description and not by way of limitation, all of the following:

(a) Any exterior landing, walkway or stairway to which there is direct access from the interior of an appurtenant Unit(s) shall be Limited Common Element and shall be for the exclusive use of Owners of such Unit(s). All maintenance of the exterior landings, walkways, or stairways shall be the responsibility of the Association; and

(b) any balcony, terrace, patio or deck to which there is direct access from the

interior of an appurtenant Unit(s) shall be a Limited Common Element and shall be for the exclusive use of Owners of such Unit(s). The Owner(s) of a Unit(s) having use of any balcony, terrace, patio or deck shall be responsible for all routine cleaning and snow clearing of same as appropriate. All other maintenance of balconies, terraces, patios and decks shall be the responsibility of the Association.

4.03. Repair and Maintenance of Limited Common Elements. The Owner of a Unit(s) having use of any Limited Common Element shall be responsible to pay the costs and expenses of any maintenance, repairs or replacement of that Limited Common Element necessitated by their own negligent act or omission, misuse or neglect, or the negligent act or omission, misuse or neglect of their family member, household pets, guests, occupants or visitor, regardless of whether authorized by the Owner(s). Any other repairs, maintenance or replacement of the Limited Common Elements shall be the responsibility of the Association.

4.04. Rights of Use Limited Common Elements. Each Owner's right to use the Limited Common Elements appurtenant to his Unit or building may not be transferred apart from the conveyance of title to his Unit.

4.05. Reserved Common Elements. The Board shall have the common power in its discretion to:

(i) designate certain General Common Elements as "Reserved Common Elements";

(ii) grant rights to use the Reserved Common Elements" on an exclusive basis for a specific time period to the Association

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and/or to any or less than all of the Owners; and

(iii) establish a reasonable sum of money to be charged to the reserving party for the use and maintenance of the Reserved Common Element. The designation by the Board of a General Common Element as "reserved" shall not be construed as a sale or disposition of that Common Element.

ARTICLE V

ESTATE ACQUIRED AND COMMON EXPENSES

5.01 Estate Acquired. The Owner of each Unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple; and shall acquire as an appurtenance thereto an undivided percentage interest in the Common Elements of the Condominium, which shall not be divisible from the Unit to which it appertains, as set forth in Exhibit "E" attached hereto and made a part hereof. This percentage has been adjusted to permit it to be expressed as a finite number to avoid an interminable series of digits. In addition, the proportionate interest appurtenant to one of the Units may have been arbitrarily adjusted to a percentage necessary to apportion the entirety of the Common Elements. Except as otherwise provided in Article XII pertaining to reallocations following eminent domain, the percentages shall remain fixed.

5.02 Allocation of Casualty Loss and Eminent Domain Proceeds. The relative square footage of each Unit shall be used to allocate the division of proceeds, if any, resulting from a casualty loss or any eminent domain proceedings which affect any portion of the Common Elements.

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5.03 Allocation of Common Expense Assessments. All Annual Common Expense Assessments shall be assessed equally among the Town Home Owners. The Annual Common Expense Assessments for each Garden Home shall be one-half (½) of that amount assessed to each Town Home. All Special, Emergency and Capital Improvement Assessments shall also be allocated based upon the same ratio as Annual Common Expense Assessments.

5.04 Voting. Each Owner in good standing shall be entitled to cast one (1) unweighted vote for each Unit to which he holds title in all elections of Trustees and in all questions submitted to the membership. Each Garden Home Owner shall be entitled to a one - half (½) vote for the election of Trustees and on such questions. The Developer shall be entitled to cast all votes for Units owned by it, but the Developer shall not be permitted to cast any votes held by it for unsold Units for the purpose of amending the Master Deed, By-Laws or any other document or for the purpose of changing the permitted use of a Unit or for the purpose of reducing the Common Elements.

5.05 No Partition. Subject to the provisions of this Master Deed, Certificate of Incorporation, By-Laws and the New Jersey Condominium Act, the Common Elements shall remain undivided and no Owner(s) shall bring any action for partition or division thereof. In addition, the undivided percentage interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even if such interest is not expressly mentioned or described in the deed of conveyance or other instrument.

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5.06 Membership in the Association. Upon acceptance of a Deed to a Unit, each Owner shall automatically become a member of the Association, and shall be a member for so long as he shall hold legal title to his Unit, subject to all provisions of this Master Deed, the Certificate of Incorporation, the By-Laws and Rules and Regulations and the New Jersey Condominium Act. The Developer shall be a member of the Association with respect to all Units not conveyed to individual Owners and the Developer's designee shall be entitled to vote in general Association matters, as set forth in Article II of the By-Laws, for each of their respective Units based upon an original projection of two hundred fifty-six (256) total Units contemplated to be within the Condominium and regardless of whether construction of such Units has been commenced or completed. In the event that the ultimate number of Units within the Condominium is less than two hundred fifty-six (256), the total number of votes shall be adjusted by the Board to reflect the actual number and types of Units completed within the Condominium.

5.07 Compliance by Owners. Each Owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy of the Unit subject to all laws, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of this Master, Deed, the Certificate of Incorporation, By-Laws, Rules and Regulations, and any other documents, amendments or supplements to the foregoing.

Failure to comply with any of the foregoing shall be grounds for commencement of an action for the recovery of damages, or for injunctive relief, or both, by the Developer, the Association, or any Owner, in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or

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circumvent any of the aforesaid, and against any Owner to enforce any lien created by this Master Deed or any covenant contained herein. Failure by the Developer, the Association, or any Owner to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

ARTICLE VI

COVENANT FOR ASSESSMENTS

6.01 Common Expense Assessments. It shall be an affirmative and perpetual obligation of the Board to fix Common Expense assessments in an amount at least sufficient to maintain and operate the Common Elements as contemplated by the Master Deed or By-Laws and as required by the Condominium Act. Subject to the provisions of Section 9.02 hereof, the amount of monies for Common Expenses of the Association deemed necessary by the Board and the manner of expenditure thereof shall be a matter for the sole discretion of the Board. Annual Common Expense Assessments shall be made for an annual period to be determined by the Board, and shall be payable in advance in monthly installments or in such other installments as may be established by the Board.

6.02 Notice of Annual Common Expense Assessments. The Board shall cause to be prepared annually at least thirty (30) calendar days in advance of the due date of the first Common Expense installment, a list of the Units for the Condominium and the Annual Common Expense Assessments applicable thereto, according to the names of the Owners, which list shall be kept in the office of the Association and shall be open to inspection during regular business hours, upon request, by any Owner. Written notice of the Annual Common Expense Assessments shall be sent by mail or delivered to every Owner, as more particularly

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described in Article VII of the By-Laws and/or the Affordable Housing Agreement.

6.03 Allocation of Assessments for Limited Common Expenses. Assessments for Limited Common Expenses for each type of Unit, whether or not included as part of the Annual Common Expense Assessment, shall be allocated equally among Owners of the particular type of Unit.

6.04 Obligations of Developer. Until the conveyance of title to the first Unit, the Developer shall be solely responsible for all Common Expenses. Following the first conveyance, the Owners of Units to whom title shall have been conveyed shall be responsible for their proportionate share of all Common Expenses and the Developer shall be responsible for payment of all Common Expenses assessed against completed Units which have not been initially conveyed to an individual Purchaser, but for which a Certificate of Occupancy has been issued by the Township of Green Brook.

6.05 Assessment Not Made. After control of the Board has been turned over to Owners other than the Developer, if an Annual Common Expense Assessment is not made as required, an Annual Common Expense Assessment shall be presumed to have been made in the amount of the last prior year's Annual Common Expense Assessment, and any installments of such Annual Common Expense Assessments shall be due upon each installment payment date until a new Annual Common Expense Assessment is made.

6.06 Covenant to Pay Common Expense Assessments. Every Owner, by acceptance of a deed or other conveyance for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, all Common Expense assessments authorized herein or in the By-Laws. Upon the

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conveyance of title to a Unit, the portion of the then current Annual Common Expense Assessment payable by the new Owner shall be an amount which bears the same relationship to the Annual Common Expense Assessment as the remaining number of months in the then current Annual Common Expense Assessment period bears to twelve. Such first Annual Common Expense Assessment installment or portion thereof for which a new Owner is liable shall be immediately due upon the closing of title to the purchaser.

6.07 Liability for Common Expense Assessments. No Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Common Elements. Each such Common Expense assessment shall be a continuing lien upon the Unit against which it was made and shall also be the joint and several personal obligation of the Owner of such Unit at the time when the Common Expense assessment fell due, and of each subsequent record Owner of such Unit, except as otherwise contemplated by Section 13.11 of this Master Deed, together with such interest thereon and cost of collection thereof (including reasonable attorney's fees). Liens for unpaid Common Expense assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property, but in no event shall the governing documents for the Condominium or the Affordable Housing Agreement be invalidated or impacted in any way by any such foreclosure suit. Suit to recover a money judgment for unpaid Common Expense assessments may be maintained without waiving the lien securing the same.

6.08 Emergency Assessment. In the event the Annual Common Expense Assessment proves to be insufficient for an immediate need or emergency, the budget and Annual Common Expense Assessment may be amended at any time by the Board and the Board may

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also impose an Emergency Assessment. The determination of an immediate need or emergency shall be in the sole discretion of the Board.

6.09 Special Assessments. In addition to the other Assessments herein authorized, the Board may levy, in any assessment year, a Special Assessment , for the purpose of defraying in whole or in part, the cost of any reconstruction, repair or replacement of an existing Common Element not determined by the Board to constitute an emergency or immediate need but for which funds held in reserve are inadequate, or for any other lawful purpose, other than the construction or acquisition of new capital improvements, which shall be subject to Section 6.11 hereof. If, during any assessment year, there are Special Assessment(s) which exceed in the aggregate the sum of $10,000, adjusted for increases in the Consumer Price Index, such excess amount shall receive the assent of two thirds (2/3) in interest of the affected Owners in good standing. This vote shall be taken at meeting duly called for this purpose. Written notice of such a meeting, stating the purpose of the meeting, shall be sent to all Owners no less than thirty (30) calendar days in advance. The due date(s) of any Special Assessments, or any installment(s) thereof, shall be fixed in the resolution authorizing the Special Assessment.

6.10 Capital Improvement Assessment. In addition to the other Assessments herein authorized, the Board may levy, in any assessment year, a Capital Improvement Assessment for the purpose of acquiring or constructing a new capital improvement, provided that the acquisition or construction of any new capital improvement(s), the cost of which exceeds in the aggregate the sum of $10,000, adjusted for increases in the Consumer Price Index, shall have been authorized by the assent of two-thirds (2/3) in interest of the affected Owners in

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good standing. This vote shall be taken at a meeting duly called for this purpose. Written notice of such a meeting, stating the purpose of the meeting, shall be sent to all Owners no less than thirty (30) calendar days in advance. The due date(s) of any Capital Improvement Assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing the Capital Improvement Assessment.

6.11 Exemption from Capital Improvement Assessments. Despite anything to the contrary herein, neither Developer nor any Permitted Mortgage Holder shall be required to pay any Capital Improvement Assessments without their express approval. Further this provision may not be amended without the written consent of Developer and every Permitted Mortgage Holder.

6.12 Remedial Assessment. In addition to the other Assessments herein authorized, the Board may levy a Remedial Assessment against any individual Unit(s) in accordance with the provisions of Article VII hereof regarding Unit maintenance performed by the Association. The Board may also provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Association personnel or representatives and charged as a Remedial Assessment.

6.13 Miscellaneous Assessments. Any and all fines, late charges, costs of collection (including reasonable attorneys' fees) interest on any type of unpaid Common Expense assessments, capital contributions, membership fees, escrow deposits or any other sums required to be paid to the Association by an Owner(s) by the provisions of this Master Deed, the By-Laws, the Certificate of Incorporation, the Rules and Regulations of the Association or any duly adopted Resolution of the Board, shall be deemed Common Expense assessments

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which each Owner has covenanted and agreed to pay according to the provisions of Section 6.06 hereof and for which each Owner is liable according to the provisions of Section 6.07 hereof, and shall be collectible by the Association in the same manner as other Common Expense assessments pursuant to the provisions hereof and N.J.S.A.46:8B-21.

6.14 Certificate of Payment. The Association shall, within five (5) business days after receipt of a written request of any Owner liable for a Common Expense assessment, or of the holder of a Permitted Mortgage for any Unit, furnish to that Owner or Permitted Mortgage holder, a certificate in writing, signed by an officer or duly authorized agent of the Association, setting forth whether or not such Common Expense assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any Common Expense assessments therein stated to have been paid.

6.15 Interest in Common Surplus. Any common surplus of the Association resulting from the excess of income over expenses shall be allocated among the Members in the same manner as those expenses were assessed. Any common surplus of the Association resulting from the proceeds of any distribution of assets of the Association shall be allocated among the members of the Association including the Developer, according to their percentage interests, subject to an adjustment to reflect an appropriate credit for any initial contribution to working capital, if applicable, in accordance with general accounting principles.

6.16 Use of Annual Common Expense Assessment and Other Assessments. The Annual Common Expense and other Assessments levied by the Board shall be used exclusively for promoting the health, safety, pleasure and welfare of the members of the Association, including, but without limitation: street lighting, landscaping of Common

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Elements, maintenance, repair and replacement of the Common Elements or any other improvements on the Property; payment of taxes and insurance premiums except as set forth in Section 6.02 of the By-Laws; all costs and expenses incidental to the operation and administration of the Association; and, such other items as may from time to time be deemed appropriate by the Board. The Board may also provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Association personnel or representatives and charged as a Common Expense.

6.17 Limitations on Developer. While the Developer maintains a majority on the Board, it shall make no additions, alterations, improvements or purchasers not contemplated in this Offering which would necessitate a Special Common Expense Assessment or a substantial increase in the Annual Common Expense Assessment installments unless required by a governmental agency, title insurance company or Institutional Lender or in the event of emergency.

ARTICLE VII

RESPONSIBILITIES OF OWNERS

7.01 Maintenance. Subject to the provisions of Section 3.04 hereof each Owner shall promptly furnish, perform, and be responsible for, at his own expense, all of the maintenance, repairs and replacements of all improvements within his own Unit, regardless of type.

7.02 Rights of the Association. The Association may effect emergency repairs to any Unit which any Owner thereof has failed to perform. Any and all expenses incurred by the

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Association pursuant to this provision shall be levied against the Owners affected thereby as a Remedial Assessment.

7.03 Damage Due to Negligence, Omission or Misuse. If, due to the negligent act or omission of or misuse by an Owner, or a member of his family or household pet, or a guest, occupant or visitor (whether authorized or unauthorized by the Owner), damage shall be caused to the Common Elements, or to a Unit(s) owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then the Owner so responsible shall pay for such damage and be liable for any damages, liability, costs and expense, including attorney's fees, caused by or arising out of such circumstances; and such maintenance, repairs and replacements to the General or Limited Common Elements or the Unit(s) shall be assessed against the offending Owner as a Remedial Assessment, subject to the By-Laws and the Rules and Regulations.

ARTICLE VIII

EASEMENTS

8.01 Owner Easements. Every Owner, his successors and assigns, shall have the following perpetual easements with respect to the Property:

(a) A non-exclusive easement in, upon, over, under, across and through the Common Elements to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements; and

(b) An exclusive easement for the existence and continuance of any encroachment by his Unit upon any Common Elements or any adjoining Unit, now existing

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or which may come into existence hereafter as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the residential dwelling located within a Unit, or any building in which any Units are located, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the building stands; and

(c) A non-exclusive easement for ingress and egress to his Unit in, upon, under, over, across and through the Common Elements; and

(d) An easement in common with the owners of all other Units to use any and all pipes, wires, ducts, cables, conduits, public utility lines, television systems, sprinkler systems, master antenna facilities or other Common Elements located within any of the other Units or Common Elements and serving his Unit; and

(e) A non-exclusive easement in, over and through the General Common Elements to use the driveways, walks and other common facilities within the Condominium, subject to the right of the Board to:

(1) promulgate rules and regulations for the use and enjoyment thereof; and

(2) suspend the enjoyment and voting rights of any Owner for any period during which any assessment for Common Expenses remains unpaid, or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the

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Association shall not constitute a waive or discharge of the Owner's obligation to pay the assessment.

(f) A non-exclusive easement for pedestrian ingress and egress to and from other Unit(s) over and through all common walkways and roadways located within the General Common Elements, which easement shall be for the benefit of all Owners and occupants within the Condominium and their invitees;

(g) A non-exclusive easement for vehicular ingress and egress reasonably required to and from the Units over and through the private roadways, which easement shall be for the benefit of all Owners and occupants of Units in the Condominium and their invitees.

(h) An exclusive easement to use and enjoy the surfaces of the main walls (including any window, skylights, doors, fireplace and chimney therein), ceilings, floors, stairways and stair walls and foyers of the Unit.

8.02 Developer Easements. Developer, its respective successors and assigns, shall have the following easements with respect to the Property:

(a) A blanket and non-exclusive easement in, upon, through, under and across the Common Elements for the purpose of construction, installation, maintenance and repair of any improvements to the Units or the Common Elements, for ingress and egress for the use of all driveways, parking areas, for installation, maintenance and repair of all sales promotional, directional and identification signs deemed appropriate by Developer, all of which may be illuminated and located anywhere on the Common Elements at the sole cost and discretion of Developer, and for the utilization of existing and future model Units for

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sales promotion and exhibition. Such easement shall exist until the expiration of two (2) year from the date the last Unit is sold and conveyed in the normal course of business. In addition, Developer hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Developer or its agents to service such Unit provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate whether the Owner is present at the time or not; and

(b) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements for surface water runoff and drainage resulting from natural forces and elements, grading, and/or the improvements located upon the Property.

8.03 Association Easements. The Property shall also be subject to the following easements:

(a) The Association shall have a perpetual non-exclusive easement for the maintenance of any Common Elements, including those which may now or hereafter encroach upon a Unit; and

(b) The Association, through the Board or any manager, or managing agent, or their respective agents or employees shall have the perpetual and non-exclusive right of access to each Unit, if required (i) to inspect same, (ii) to remedy any violations of the provisions of this Master Deed, the By-Laws or any Rules and Regulations of the Association, or (iii) to perform any operations required in connection with the maintenance, repairs or replacements of or to the Common Elements, or any equipment, facilities or

fixtures affecting or serving other Unit(s) or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate, whether the Owner is present at the time or not.

(c) The Association shall have a blanket, perpetual, and non-exclusive easement for the purposes of installation, maintenance and repair of directional and other identification signs of the Association as well as such signs initially installed by the Developer in accordance with Section 8.01(a) hereof, all of which shall be at the sole expense of the Association.

8.04 Permitted Mortgage Holder Easements. Any Permitted Mortgage Holder, its officers, agents and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements, or any Units so encumbered by a first mortgage owned by it. This right shall be exercised only during reasonable daylight hours, and then whenever practicable, only after advance notice to and with the permission of the Board and the Owner.

8.05 Governmental Easements. A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements to the Township of Green Brook, the Association, their respective officers, agents and employees (but not the public in general) and all police, fire, and ambulance personnel in the proper performance of their respective duties.

8.06 Utility Easement. A blanket, perpetual and non-exclusive easement in, upon, over, across and through the Common Elements for the purpose of the installation,

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maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, waters, poles, transformers, master television antennas, cable television facilities and any other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the property, which easement shall be for the benefit of any governmental agency, or utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services. In the event that any such easement right is exercised, the person or entity exercising same shall be responsible for the repair of any damage arising directly or indirectly from its use or maintenance of the easement area.

8.07 Drainage Easement. A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements for surface water runoff and drainage resulting from natural forces and elements, grading, and/or the improvements located upon the Property. No individual Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property. In the event that any Owner interferes with or alters any drainage or run-off pattern, the person or entity shall be responsible for the repair of any damage arising directly or indirectly from its actions.

ARTICLE IX

BY-LAWS AND ADMINISTRATION

9.01 Administration of Common Elements. The administration, operation and maintenance of the Common Elements and all other common facilities shall be by the Association in accordance with the provisions of the New Jersey Condominium Act, this Master Deed, the Certificate of Incorporation, the By-Laws, the Rules of Regulations, the

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Affordable Housing Agreement and any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by an Institutional Lender designated by the Developer, or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Condominium, or by any title insurance company selected by Developer to insure title to any Unit(s).

While the Developer maintains control of the Board, it shall take no action which adversely affects an Owner's rights under N.J.A.C. 5:25-5.5. Claims relative to defects in Common Elements shall be processed in accordance with N.J.A.C. 5:25-5.5.

9.02 Developer's Power of Attorney. Developer hereby reserves for itself, its successors and assigns, for a period of seven (7) years from the date the first Unit is conveyed to an individual purchaser, or until Developer conveys title to the last Unit, whichever occurs later, the right to execute on behalf of all contract purchasers, Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the above described documents which may be so required by an Institutional Lender, governmental or quasi-governmental agency or title insurance company described in Section 9.01, provided however that no amendment or supplement shall be made to the Affordable Housing Agreement without the written approval of the Township of Green Brook.

(a) Appointment. By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every such contract purchaser, Owner, mortgagee, or other lienholder or party having a legal or equitable interest in the

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Condominium does automatically and irrevocably name, constitute, appoint and confirm Developer, its successors and assigns, as attorney-in-fact for the purpose of executing such agreements, documents, amendments, supplements or other instrument(s) necessary to effect the foregoing such to the limitations set forth above in the preceding paragraph and Section 9.02(b).

(b) Limitations. No such agreement, document, amendment or supplement which adversely affects the value of any Unit or changes the percentage of the undivided interest in the Common Elements or materially increases the financial obligations of the Owner or reserves any additional or special privileges to the Developer or the Association shall be made without the prior written consent of the affected Owner(s) and all Eligible Mortgage Holders which hold mortgages encumbering the affected Unit(s). No such agreement, document, amendment or supplement shall adversely affect the priority or validity of any mortgage which encumbers any Unit, without the prior written consent of the owners of all such mortgages. No such agreement, document amendment or supplement shall revoke or diminish the delegation of any power or duty of the Board.

(c) Duration. The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be

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binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and are intended to deliver all right, title and interest of the principal in and to said powers. Said powers of attorney shall be vested in the Developer, its successors and assigns until (i) it constructs and effectuates the initial conveyance of all Units; or (ii) the expiration of the foregoing seven (7) year period, whichever shall last occur. Thereafter, said powers of attorney shall automatically vest in the Association on a perpetual basis and may be exercised by the Board.

9.03 Developer's Prohibited Voting. The Developer shall not be permitted to cast any votes held by it for unsold Units for the purpose of amending this Master Deed, the By-Laws or any other document for the purpose of changing the permitted use of a Unit or the purpose of reducing the Common Elements or facilities.

9.04 Association's Power of Attorney. By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every such contract purchaser, Owner, mortgagee, or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Association as attorney-in-fact for the following purposes: (i) to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, in the name of the Association or its designees, corporate or otherwise, on behalf of all Owners to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise, dispose of

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any such Units so acquired or to sublease any Units so leased by the Association; (ii) to prepare, execute and record any amendments to the Master Deed required or contemplated by Articles IX, XII and XV hereof.

ARTICLE X

RESTRICTIONS

10.01 Covenants and Restrictions Applicable to the Property. The following covenants and restrictions are imposed upon by the lands subject to this Master Deed.

(a) To the extent that equipment, facilities and fixtures, within any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving the Common Elements or other Units, then the use thereof by the individual Owners shall be subject to this Master Deed, the By-Laws and the Rules and Regulations of the Association.

(b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the residential dwellings.

(c) No Owner shall have the right to mortgage or encumber his Unit, unless such mortgage or encumbrance is a Permitted Mortgage. No other mortgages or encumbrances shall be permitted without the prior written consent of the Board.

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(d) All property taxes, special assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as provided by the New Jersey Condominium Act. In the event that for any year such taxes are not separately taxed to each Unit, but are taxed on the Property as a whole, then each Owner shall pay his proportionate share thereof based upon its respective obligation for payment of Common Expenses.

(e) Each Owner shall pay for his own telephone, gas, electric, water and other utilities which are separately metered or billed to each by the respective utility company. Utilities which are not separately metered or billed or which serve the Common Elements shall be treated as part of the Common Expenses.

(f) No Unit erected shall be used or rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than one (1) year; or (ii) any rental where the occupants of the Unit are provided customary hotel services such as room service for food, beverages, maid service, furnishing laundry and linen and bellboy service; provided, however, that any Owner may rent a Unit for less than one (1) year to a contract purchaser, but in no event for transient or hotel purposes. No Owner may lease less than the entire Unit. Copies of all leases must be furnished

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to the Association prior to the commencement of the term thereof. Other than the foregoing obligations, Owners shall have the right to lease the same provided said lease is in writing and is made subject to all of the provisions of this Master Deed and the By-Laws of the Association and other documents referred to herein, including the right of amendment reserved to Developer, and the limitations imposed on the Garden Homes by the Affordable Housing Agreement, and provided further, that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease. No leasing shall, however, relieve the Owner from his obligations hereunder and he shall remain primarily responsible therefor. In the event a tenant of an Owner fails to comply with the provisions hereof, and the By-Laws or Rules and Regulations of the Association, in addition to all other remedies which it may have, the Association shall notify the Owner of such violation and demand that same be remedied through the Owner's efforts within thirty (30) calendar days after such notice. If such violation is not remedied within such thirty (30) day period, the Owner shall immediately thereafter, at his cost and expense, institute and diligently prosecute eviction against such tenant on account of such violation.

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(g) No Owner (other than the Developer) may make any structural additions, alterations or improvements to any residential dwelling or within his Unit or in or to any Common Elements nor impair any easement without the prior written approval of the Board, nor without all required governmental permits and approvals. Despite the foregoing, while the Developer maintains a majority on the Board, it shall make no additions, alternations, improvements or purchases which would necessitate a Special Assessment or a substantial increase in the Annual Common Expense Assessment unless required by a government agency having jurisdiction over the Property, a title insurance company, or Institutional Lender for a mortgage which encumbers the Property, or in the event of an emergency. The Board shall have the obligation to answer any written request received by it from an Owner for approval of a proposed structural addition, alteration or improvement to his residential dwelling or within his Unit within forty-five (45) calendar days after the receipt of such request, and a failure to do so within the stipulated time shall constitute a denial of the proposal. Any application to any municipal authority for a permit to make such an addition, alteration or improvement must be reviewed by the Board and, if approved, shall be executed by the Board and may

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then be submitted to the appropriate municipal authorities by the Owner. Such approval, however, shall not incur any liability on the part of the Association to any contractor, subcontractor, or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Owners shall furnish the Board with a copy of any such permit which he has procured. The provisions of this subparagraph shall not apply to Units owned by the Developer until such Units have been initially sold and conveyed by the Developer. Despite the foregoing, nothing herein shall be construed to prohibit the reasonable adaptation of any Unit for use by a disabled resident.

(h) No animal of any kind shall be kept or bred in any Unit or anywhere else within the Condominium, except that dogs, cats or other household pets are permitted, provided that there may be no more than two (2) pets per Unit, the pets are not kept, bred or maintained for any commercial purpose, the pets are housed within the dwelling and abide by all applicable ordinances. No outside pens, runs or yards shall be permitted. All residents of dwellings and their guests, invitees, agents and others who allow or permit their pets in their charge to defecate upon any exterior portion of the Condominium including a designated pet walk

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area, if any, or upon any public roadway within the Condominium, shall immediately thereafter remove from such exterior portion of the Condominium, or from such pet walk area or public roadway, any and all excrement left by the pet and dispose of it as soon as possible in a sanitary fashion. All residents of dwellings, guests, invitees, agents and others shall accompany the pet in their charge at all times, shall keep the pet on a leash, and shall carry with them at such time any devices necessary to remove the pet excrement, which removal shall be done immediately.

(i) No portion of the Common Elements or other portion of the Property shall be used or maintained for the dumping of rubbish or debris, except in receptacles provided by the Association. Trash, garbage or other waste from individual Units shall be kept in sanitary containers for collection by the applicable haulers.

(j) No clothes, sheets, blankets, or laundry of any kind or other articles shall be hung or displayed on the outside of windows or placed on the outside of window sills or walls of any dwelling or in any parking areas on any exterior portion of the Condominium. No signs or displays of any kind (including for rent and for sale signs) shall be displayed, shown or put in any

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window of any dwelling or installed within the Condominium except for (i) identification and directional signs constructed by the Developer or its successor in title to or (ii) signs displayed by the Developer for sales, leasing, or exhibit purposes while any Units remain unsold within the Condominium. No balcony enclosure, canopies, shutters or, radio or television antenna, aerial or satellite dish shall be erected, displayed, shown, put in any window or installed within the Condominium, except as permitted by applicable law.

(k) No Owner (other than Developer) shall have the right to install or build an exterior deck appurtenant to his dwelling without the prior approval of the Board, and appropriate governmental authorities.

(l) No vehicles of a size larger than a panel truck and no mobile home, recreation vehicle, boat, boat trailer, commercial pick up truck or commercial van, truck cabs inoperable vehicle, or the like shall be parked on any part of the Condominium except those construction, delivery or service vehicles that are temporarily within the Condominium for the purpose of servicing the Condominium or any of the dwellings shall be permitted. All vehicles within any part of the Condominium must be properly registered, inspected, insured and operable at

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all times. Residents who own, lease or otherwise possess prohibited vehicles shall arrange to park or store them off the Property or park them within their respective garages at all times that such vehicles may be brought unto the property.

(m) No accessory buildings or structures are permitted anywhere within the Condominium including , but not limited to, tool sheds and greenhouses.

(n) Except for those installed or planted by the Developer, no fences, structures, hedges, bushes, trees or plantings or other obstructions shall be permitted within the Condominium without the prior written approval of the Board in accordance with the standards promulgated by the Board and the requirements of the Township of Green Brook.

(o) There shall be no obstruction of the Common Elements nor shall anything be stored in or upon the Common Elements without the prior consent of the Board (the use by a Owner of any designated storage area which is a Limited Common Element appurtenant to his Unit shall be prescribed by the Rules and Regulations promulgated by the Board of Trustees.

(p) Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance of any Building or the contents thereof beyond the rates applicable

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for the Units, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements which shall result in the cancellation of insurance of any Building or the contents thereof, or which will be in violation of any law.

(q) No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted, nor shall unshielded floodlights be installed in any exterior area or any Unit or any deck appurtenant thereto without the permission of the Board.

(r) In order to provide an orderly procedure in the case of title transfers and to assist in the maintenance of a current, up to date roster of Owners, each Owner shall give the Secretary of the Association timely notice prior to a transfer (sale) of his Unit. Said notice shall notify the Secretary of the names and home addresses of the purchasers.

(s) No unlawful use shall be made of any Unit and all laws, zoning ordinances and regulations of all government bodies having jurisdiction thereover shall be observed.

(t) All Units must be heated to the extent necessary to prevent damage from freezing temperatures during the months of October through April, inclusive, regardless of whether or not occupied. Any Owner failing to so heat his Unit shall be

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obligated to pay a Remedial Assessment for the costs of any damage caused to any portion of the Condominium due to his neglect, or if such damage is insured by the Association for any deductible or any amount not received by the Association from the proceeds of the insurance.

(u) No firewood may be stored in or on any parking space or parking area.

(v) No maintenance of any automobile or other vehicle shall be performed in any driveway or other parking area.

(w) No bicycles, baby carriages, wagons or similar non-motorized vehicles or toys, nor mopeds, motorcycles or similar motorized vehicles shall be parked or otherwise left unattended in any Common Element except that a licensed motorcycle may be parked in any marked parking space.

(x) No Owner shall place or store any item in any "attic" space or other space above the gypsum board or other material constituting the ceiling of his Unit.

(y) All Garden Homes shall be subject to the provisions of the Affordable Housing Agreement.

10.02 Fines. The Board shall have the power to promulgate and adopt such Rules and Regulations as may be necessary to carry out the intent of these use restrictions and shall have the right to bring lawsuits to enforce such restrictions and the Rules and Regulations

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so promulgated. Without limiting the foregoing, to the extent that New Jersey law may permit, the Board shall further have the right to levy fines for violations of such Rules and Regulations, as well as for any violations of this Master Deed or By-Laws of the Association, provided that the fine for a single violation may not, under any circumstances, exceed the maximum amount permitted by law. Each day that a violation continues after receipt of notice of same by the Owner may be considered as a separate violation. Any fine so levied shall be considered as a Common Expense assessment to be levied against the particular Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of all other Common Expense assessments.

ARTICLE XI

INSURANCE

11.01 Insurance. The Board shall obtain and continue in effect blanket property insurance on the Common Elements in an amount equaling replacement value (exclusive of land, foundations or slabs, excavations and such other items as are usually excluded from such insurance coverage) and in form satisfactory to any Eligible Mortgage Holder holding first mortgages on a majority of the Units. In addition, the Board shall obtain and continue such other amounts of insurance as may be required by the provisions of the By-Laws and in accordance with the provisions of N.J.S.A. 46:8B-14(d). Except for individual Unit coverage, premiums for all insurance coverage described in Section 6.02 of the By-Laws shall be a Common Expense to be included in the Annual Common Expense Assessment.

11.02 Disposition of Insurance Proceeds. If any residential dwelling or other improvement within a Unit, Common Element or any part thereof is damaged or destroyed

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by fire or casualty and is covered by insurance maintained by the Association, the repair and restoration of the improvement and the ultimate disposition of any insurance proceeds shall be in accordance with Section 5.02 and the provisions of this Article XI.

11.03 Insurance Proceeds Less than or Equal to $50,000.00. If such insurance proceeds are derived from a loss of $50,000.00 or less, then the Board shall contract with any licensed contractor or contractors to rebuild or repair such damage or destroyed portions of the Unit or Common Element in conformance with the original plans and specifications, or if adherence to such original plans and specifications is impracticable in the discretion of the Board, then in conformance with revised plans and specifications provided such repairs or rebuilding shall be of a quality and kind substantially equivalent to the original construction. The Board shall accept bids only in specific amounts and shall not enter into any cost-plus or other sliding scale arrangement for compensation to the contractor.

11.04 Insurance Proceeds Greater than $50,000.00. If the insurance proceeds derived are from a loss to Unit or Common Element and exceed $50,000.00, all such insurance proceeds shall be paid directly to an Insurance Trustee as may be designated by the Board, as trustee for all Eligible Mortgage Holders holding first mortgages on any portion of the Common Elements and all Owners as their interests may then appear. Disbursement of such funds shall be made only upon the signatures of a majority of the members of the Board in accordance with the following:

Upon notification of the receipt of insurance proceeds by the Insurance Trustee or at such earlier date as may be determined by the Board, the Board shall enter into a contract for a specific dollar amount with a licensed contractor or contractors for the repair or rebuilding

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of all of the damaged or destroyed portions of the Property, as nearly as practicable to the original plans and specifications thereof and in accordance with all applicable building codes.

(a) The Board shall enter into said contract with a licensed contractor or contractors, which contract shall have provisions for periodic disbursements of funds by the trustee. Disbursements to the contractor shall be made subject to the receipt of an architect's certificate and contractor's requisition containing such provisions as may be appropriate under the circumstances and deemed suitable by the Board.

(b) The Board shall employ a properly qualified party to supervise the repair and rebuilding to ensure that such work, services and supplies are of proper quality and that construction is completed in a workmanlike manner and according to plans and specifications.

11.05 Responsibility of Owner. If the damage is only to improvements within a Unit for which the responsibility for maintenance and repair is that of the Owner, then that Owner shall be responsible for reconstruction and repair, but the proceeds of any insurance that may have been obtained by the Association and cover such damage, if any, shall be made available for such purpose. Subject to the provisions of this Master Deed and the Affordable Housing Agreement, in all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

11.06 Insurance Proceeds Insufficient. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the insured property, or if at any time during or upon completion of reconstruction and repair, the funds for payment of the

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costs thereof are insufficient, assessments shall be made against all Owners in sufficient amounts to provide funds for the payment of such costs. Despite anything to the contrary in this Master Deed or By-Laws, such assessments shall be in the same proportion as the Owner's obligation to pay Annual Common Expenses Assessments. The foregoing provisions of this Section are applicable to the repairs and reconstruction to be undertaken by the Association and do not cover damages to other improvements within the Unit for which the responsibility of maintenance and repair and the costs thereof is that of the Owner; provided, however, any portion of the insurance proceeds covering damage for which the responsibility of reconstruction and repair lies with an individual Owner shall be paid to said Owner, and utilized to repair the damage covered, or if there is a mortgage endorsement as to such Unit, then to the Owner and mortgagee, jointly.

11.07 Excess Insurance Proceeds. If the amount of available insurance proceeds should exceed the cost of any such reconstruction or repair, the excess shall be retained by the Association and applied by it to reduce the Annual Common Expenses Assessments of the Owners.

11.08 Assignment to Permitted Mortgage Holder. In the event the Association determines not to repair or restore the damaged property in accordance with N.J.S.A. 46:8B-24, any insurance proceeds payable to an Owner as a result of damage or destruction to his Unit and/or interest in the Common Elements are hereby assigned and shall be paid to any appropriate Permitted Mortgage Holder(s) as their interests may appear, for application to the appropriate mortgage indebtedness and the excess, if any, shall be paid to the appropriate Owners, all in accordance with N.J.S.A. 46:8B-24.

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ARTICLE XII

EMINENT DOMAIN

12.01 General. This Section shall be deemed to be supplemental to and not in derogation of the provisions of N.J.S.A. 46:8B-25.

12.02 Notice and Participation of Owners. If any residential dwelling, building or other improvements within a Unit or Common Element or any part thereof shall be taken, injured or destroyed by eminent domain, each Owner affected shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto.

12.03 Allocation of Awards. Any awards made in connection with such proceedings shall be collected by the Association and applied or distributed by it in accordance with the following and Section 5.02, unless the award or decree provides to the contrary:

(a) Upon any acquisition by the condemning authority which renders a Unit uninhabitable, unless the decree provides otherwise, each affected Unit's entire percentage interest and its corresponding liability for payment of Common Expenses shall be automatically reallocated to the remaining Units in proportion to their respective Assessments obligations to pay Annual Common Expense Assessments before the reallocation and the Association shall promptly prepare, execute, and record an amendment to the Master Deed reflecting the reallocations. Any remnant of a Unit which has been rendered uninhabitable after a part of a Unit is taken under this subsection shall thereafter be a Common Element.

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(b) In the case of a Unit which remains habitable after acquisition of any portion of the Unit by the condemning authority, unless the decree provides otherwise, (1) the percentage interest of each such affected Unit which remains habitable, shall remain unchanged. No reallocation or reduction in the liability for payment of Annual Common Expense Assessments shall occur under these circumstances.

(c) If a part of the Common Elements is acquired by eminent domain, the award must be paid to the Association and unless the decree provides otherwise, the Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Owners affected, in proportion to their respective damage suffered and their respective percentage interest in the Common Elements before the taking, on an equitable basis.

(d) If all of the Common Elements are acquired by eminent domain, the award must be paid to the Association unless the decree provides otherwise, the Association shall divide the award among all Owners in accordance with their respective percentage interests in the Common Elements.

(e) Despite the foregoing, if a portion of an award is attributable to the acquisition by the condemning authority of any Limited Common Elements unless the award provides otherwise, such portion must be equitably distributed among the Owners of Units to which the applicable Limited

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Common Elements were allocated at the time of acquisition based upon the relative proportionate percentage interest of the affected Owners.

ARTICLE XIII

PROTECTIVE PROVISIONS FOR THE BENEFIT OF ELIGIBLE MORTGAGE HOLDERS

13.01 Notice to Eligible Mortgage Holders. The Association shall be deemed to have fulfilled its obligations hereunder and an Eligible Mortgage Holder shall be deemed to have been given any required notice hereunder so long as the Association can establish that it served the notice in question in the manner provided herein directed to the Eligible Mortgage Holder at the last address given by it to the Association in the manner provided herein. The manner in which the Association shall give the notices required to notice mortgagees pursuant to this Article XIII shall be via United States Postal Service by certified mail, with return receipt requested and sufficient prepaid postage affixed thereto, addressed to the last address of the Eligible Mortgage Holder identified to the Association as provided herein.

13.02 Amendments Requiring Written Approval of 51% of Eligible Mortgage Holders. The prior written approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders is required for any material amendment to this Master Deed or to the By-Laws or Certificate of Incorporation including, but not limited to, any amendment which would change any provision relating to:

(a) voting rights;

(b) reserves for maintenance, repair and replacement of Common Elements;

(c) responsibility for maintenance and repairs;

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(d) reallocation of interests in the General or Limited Common Elements or rights to their use;

(e) boundaries of any Unit;

(f) convertibility of Units into Common Elements or vice versa;

(g) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of land to or from the Condominium;

(h) insurance or fidelity bonds;

(i) leasing of Units;

(j) imposition of any restrictions upon an Owner's right to sell or transfer his or her Unit;

(k) a decision by the Association to establish self-management rather than professional management;

(l) restoration or repair of the Condominium (after damage, destruction or condemnation) in a manner other than that specified in this Master Deed;

(m) any action to terminate the legal status of the Condominium as a Condominium after substantial damage or condemnation occurs; or

(n) any provisions that expressly benefit Eligible Mortgage Holders.

13.03 Amendments Requiring Approval of 67% of Eligible Mortgage Holders. The prior written approval of at least sixty-seven percent (67%) of the Eligible Mortgage Holders is required before the effectuation of any decision by the Owners to terminate the legal status of the Condominium as a Condominium for reasons other than substantial destruction or condemnation of the Property.

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13.04 Implied Approval of Eligible Mortgage Holders Assumed. In spite of the requirements of prior written approval of Eligible Mortgage Holders provided in Sections 13.02 and 13.03 of this Master Deed, provided that the Association serves notice on Eligible Mortgage Holders of those matters which are the subject of Sections 13.02 and 13.03 of this Master Deed in the manner provided in Section 13.01 of this Master Deed, the Association may assume implied approval of any Eligible Mortgage Holder failing to submit a written response to any notice given within thirty (30) calendar days after it receives such notice as provided herein and so long as the notice was delivered by certified mail as indicated by a signed return receipt.

13.05 Notice of Non-Material Amendment. Any Eligible Mortgage Holder shall be entitled to receive thirty (30) calendar days advance notice from the Association of any proposed non-material amendment to the Master Deed, the By-Laws or the Certificate of Incorporation permitted by such documents, which notice shall include a copy of the proposed change; and any Eligible Mortgage Holder shall be deemed to have implicitly approved such change as proposed unless it states in a written response to the Association its objections or comments relative to such proposed change.

13.06 Notice. Any Eligible Mortgage Holder shall be entitled to timely written notice of:

(a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Eligible Mortgage Holder's mortgage; and no Owner or other party shall have priority over such Eligible Mortgage Holder with respect to the distribution to such Unit(s) of the proceeds of any condemnation award or settlement in

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the event of condemnation or with respect to the distribution to such Unit(s) of any insurance proceeds in the event of casualty loss; and

(b) any sixty (60) calendar day delinquency in the payment of Common Expense assessment installments or other assessments or charges owed to the Association by an Owner of any Unit or which the Eligible Mortgage Holder holds a mortgage; and

(c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

The Eligible Mortgage Holder for any Unit must send a written request to the Association stating both its name and address and the address of the Unit on which it holds the mortgage to be entitled to receive the information discussed in subparagraphs (a) through (d) of this Section 13.06.

13.07 No Partition. No Unit may be partitioned or subdivided without the prior written approval of any Eligible Mortgage Holder for such Unit.

13.08 Common Expense Lien Subordinate. Except to the extent of the priority permitted by N.J.S.A. 46:8B-21 and/or any other applicable law authorizing the establishment of a limited lien priority for the payment of Common Expense Assessments, any lien the Association may have on any Unit for the payment of Common Expense assessments attributable to such Unit is subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date any such Common Expense assessment became due.

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13.09 Notice of Meetings. Any Eligible Mortgage Holder shall receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

13.10 Inspection of Records. Any Eligible Mortgage Holder shall, upon written request, (a) be permitted to inspect the books and records of the Association during normal business hours; and (b) receive an annual audited financial statement of the Association within ninety (90) calendar days following the end of any fiscal year of the Association. The Association shall maintain current copies of the Master Deed, Certificate of Incorporation, By-Laws and Rules and Regulations, the Affordable Housing Agreement and any respective amendments thereto, as well as its own books, records and financial statements. These documents shall be available for inspection by Owners and Eligible Mortgage Holders.

13.11 Liability for Common Expense Assessments. Any Permitted Mortgage Holder holding a first mortgage lien on a Unit that obtains title to a Unit as a result of foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of the Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the former Owner which became due prior to acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Owners including such acquirer, his successors and assigns.

13.12 Common Expense Default. Despite the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment

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of any installment of any Common Expense assessment with respect to any Unit, either regular or special, the Permitted Mortgage Holder holding a mortgage which encumbers such Unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

13.13 Management Agreements. Any management agreement for the Condominium may be terminated by the Association with or without cause upon thirty (30) calendar days' prior written notice thereof, and the term of any such agreement shall not exceed one (1) year.

ARTICLE XIV

DEVELOPER'S RIGHTS AND OBLIGATIONS

14.01 Ratification, Confirmation and Approval of Agreements. The fact that some or all of the Officers, Trustees, Members or employees of the Association and the Developer may be identical, and the fact that the Developer or its nominees, have heretofore or may hereafter enter into agreements with the Association or with third parties, will not invalidate any such agreements and the Association and its Members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Unit, and the acceptance of the Deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the propriety and legality of said agreements or said agreement, or any other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Certificate of Incorporation and the By-Laws and/or the Affordable Housing Agreement.

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14.02 Rights Reserved to Developer. Despite anything to the contrary herein or in the Certificate of Incorporation or By-Laws of the Association, Developer hereby reserves for itself, its successors and assigns, for so long as it owns one or more Units in the Condominium, the right to sell, lease, mortgage or sublease any unsold Units within the Condominium. Further, and despite the provisions of Section 9.02 hereof, for so long as the Purchase Agreement has not been executed for any unsold Unit, the Developer reserves the right to change the size, layout, design, number and percentage interest of any such Unit provided that all necessary governmental permits and approvals have been obtained, if any.

14.03 Transfer of Special Developer's Rights. No special right created or reserved to the Developer under this Master Deed ("Special Developer Rights") may be transferred except by an instrument evidencing the transfer recorded in the Office of the Clerk of Somerset County, New Jersey. The instrument shall not be effective unless executed by the transferee.

14.04 Liability of Transferor. Upon transfer of any such Special Developer Right, the liability of the transferor is as follows:

(a) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him. Lack of privity does not deprive any Owner of standing to bring an action to enforce any obligation of the transferor.

(b) If a transferor retains any such Special Developer Right, or if a successor to any such Special Developer Right is an Affiliate of the Developer, the transferor is subject to liability for all obligations and liabilities imposed on a Developer or by the

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Master Deed, arising after the transfer, and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Condominium, including the Affordable Housing Agreement.

(c) A transferor who retains no such Special Developer Rights has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of any such Special Developer Right by a successor Developer who is not an affiliate of the transferor.

14.05 Transfer of Rights Requested. Unless otherwise provided in a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under a deed of trust, a sale under any bankruptcy or receivership proceedings, or a sale under the Affordable Housing Agreement of any Units owned by Developer, a person acquiring title to all the Units being foreclosed or sold, but only upon his request, succeeds to all such Special Developer Rights, as well as all Developer rights under the Affordable Housing Agreement, or only to any such Special Developer Rights to maintain models, sales offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Developer Rights requested.

14.06 Foreclosure, Bankruptcy, Receivership. Upon foreclosure, sale by a trustee under a deed of trust, or sale under any bankruptcy or receivership proceedings, of all Units in the Condominium owned by Developer:

(a) The Developer ceases to have any such Special Developer Rights, and

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(b) The period of Developer control terminates unless the judgment or instrument conveying title provides for transfer of all such Special Developer Rights to a successor to Developer who is an affiliate of the Developer.

14.07 Liability of Successors. The liabilities and obligations of persons who succeed to all Special Developer Rights are as follows:

(a) A successor to all such Special Developer Rights who is an Affiliate of the Developer is subject to all obligations and liabilities imposed on any Developer by law or by the Master Deed or by the Affordable Housing Agreement.

(b) A successor to all such Special Developer Rights, other than a successor described in Section 14.07.(c) or (d) hereof who is not an Affiliate of Developer, is subject to all obligations and liabilities imposed upon Developer by law, the Master Deed, or by the Affordable Housing Agreement, but he is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Developer or made before the Condominium was created, or for a breach of fiduciary obligation by any previous Developer.

(c) A successor to only a Special Developer Right to maintain models, sales offices and signs, if he is not an Affiliate of Developer, may not exercise any other Special Developer Right, but is not subject to any liability or obligation as a Developer.

(d) A successor to all Special Developer Rights who is not an Affiliate of Developer and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under Section 14.06 aforesaid, may declare his intention in a recorded instrument to hold those rights solely for transfer to another party.

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Thereafter, until transferring all such Special Developer Rights to any person acquiring title to any Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than right to control the Board for the duration of any period of Developer control, and any attempted exercise of those rights is void. So long as a successor Developer may not exercise special rights under this section he is not subject to any liability or obligation as a Developer other than liability for the successor's acts and omissions under the Master Deed or the Affordable Housing Agreement.

(e) Nothing in this Section subjects any successor to a Special Developer Right to any claims against or other obligations of a transferor other than claims and obligations arising under the Master Deed or the Affordable Housing Agreement.

ARTICLE XV

GENERAL PROVISIONS

15.01 Duration. The provisions of this Master Deed shall be perpetual in duration, shall run with and bind all of the land included in the Condominium and shall inure to the benefit of and be enforceable by the Association and the Owners, their respective successors, assigns, heirs, executors, administrators, and personal representatives, except that the covenants and restrictions set forth in Article X shall have an initial term of forty years from the date this Master Deed is recorded in the office of the Somerset County Clerk. At the end of such period, such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least sixty-seven percent (67%) in interest of the Owners at the time of expiration of the initial period, or of any extension period, shall sign

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an instrument, or instruments (which may be in counterparts), in which they shall agree to change said covenants and restrictions in whole or in part. No such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner at least ninety (90) days in advance of the action taken in authorizing said agreement. Moreover, any changes concerning any such agreement shall not become effective and binding upon the recording of the aforesaid fully executed instrument(s) containing such agreement.

15.02 Amendment of Master Deed. This Master Deed may be amended at any time after the date hereof by a vote of at least sixty-seven percent (67%) in interest of all Owners, at any meeting duly held in accordance with the provisions of the By-Laws provided, however, that any amendment so requiring it under the provisions of Article XIII, shall also have the prior written approval of each Eligible Mortgage Holder. The Developer shall not be permitted to cast any votes held by it for unsold Units to amend the Master Deed, By-Laws or any other document for the purpose of changing the permitted use of a Unit or for the purpose of reducing the Common Elements or common facilities. No amendment shall be effective until recorded in the Office of the Clerk of Somerset County, New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Developer pursuant to Article IX hereof. In the alternative, an amendment may be made by an agreement, signed and acknowledged by at least sixty-seven percent (67%) in interest of the Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Office of the Clerk of Somerset County, New Jersey. Despite anything to the contrary herein or in the By-Laws, no amendment shall

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revoke or diminish the delegation of any power or duty to the Board and approval of the Township of Green Brook is required for any amendment of its Affordable Housing Agreement. Further, no such amendment shall be made to any provision hereof required by any ordinance or approval granted by the Township of Green Brook without the express approval of the Township of Green Brook.

15.03 Enforcement. Enforcement of this Master Deed shall be any appropriate proceeding in law or equity in any court or administration tribunal having jurisdiction against any person or persons, firm or corporation violating or attempting to violate any covenant herein contained; either to restrain or enjoin such violation or threatened violation, or to recover damages; and against any Owner to enforce any lien created by this Master Deed in any covenant herein contained. Failure by the Association or any Member thereof to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

15.04 Validity. The invalidity of any provision of this Master Deed, the Certificate of Incorporation, or By-Laws of the Association shall not be deemed to impair or affect in any manner the validity, enforceability or effect the remainder of this Master Deed or said By-Laws and in such event all of the other provisions of this Master Deed and said By-Laws shall continue to full force as if such invalid provisions had never been included.

15.05 Waiver. No provision contained in this Master Deed shall be deemed to have abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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15.06 Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

15.07 Rule Against Perpetuities. If any provision of this Master Deed or the By-Laws shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of George Herbert Walker Bush, former President of the United States of America, plus twenty-one (21) years thereafter.

15.08 Notice to Association. Unless a particular document permits or requires a particular notice to be given or served in a different manner, notice permitted or required to be given to or served upon the Association under the Condominium's governing documents shall be deemed to have been properly given to or served upon the Association when same is mailed via the United States Postal Service by certified mail, with return receipt requested and sufficient prepaid postage affixed thereto, addressed to the current Secretary or corporate registered agent of the Association as reflected in the official records of the New Jersey Secretary of State as of the date such notice is mailed.

15.09 Conflicts with Affordable Housing Agreement, Governmental Requirements or Permits. In the case of any conflict of any provision of this Master Deed, the Certificate of Incorporation or the By-Laws with any provisions of the Affordable Housing Agreement or any applicable governmental requirements or permits, the requirements of the Affordable Housing Agreement and such governmental requirements or permits shall be deemed to control.

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EXHIBIT 1A

LEGAL DESCRIPTION OF THE CONDOMINIUM PROPERTY

Unofficial Copy

Description of proposed Lot 3, Block 95 as shown on a map to be filed entitled "Final Plat, Mountainview at Green Brook", prepared by Bollinger Group, L.L.C., dated March 23, 1998 and revised toOctober 19, 1998 and being a portion of Lot 3, Block 95, Township of Green Brook, Somerset County, New Jersey.

Beginning at a point in the proposed new sideline of Mountain Avenue where the same is intersected by the division line between Tax Lots 3 and 4.01, Block 95, Township of Green Brook, Somerset County, New Jersey, said point being distant South sixteen degrees thirty-nine minutes twenty-eight seconds East (S16-39'-28"E) thirty-eight and eight hundredths feet (38.08') from a point where said division line intersects the centerline of said Mountain Avenue, and running thence;

1.) along said division line South sixteen degrees thirty-nine minutes twenty-eight seconds East (S16-39'-28"E) two-hundred fifeen and forty-five hundredths feet (215.45') to a point in the same, thence;

2.) still along said division line, North sixty-five degrees fifty-four minutes twelve seconds East (N65°-54'-12"E) one-hundred sixty-seven and six hundredths feet (167.06') to a point in the centerline of King George Road as shown on said Final Plat, thence;

3.) along said centerline, North eighty-four degrees ten minutes sixteen seconds East (N84°-10'-16"E) sixty-five and two hundredths feet (65.02') to a point in the same, thence;

4.) still along said centerline, North eighty-six degrees twenty-nine minutes forty-five seconds East (N86°-29'-45"E) two-hundred three and twenty hundredths feet (203.20') to a point in the same, thence;

5.) still along said centerline, South eighty-one degrees fifty-seven minutes thirty-two seconds East (S81°-57'-32"E) fifty-six and thirty-three hundredths feet (56.33') to a point in the same, thence;

6.) still along said centerline, South seventy degrees fifteen minutes fifty-four seconds East (S70°-15'-54"E) one-hundred eighty-seven and seventeen hundredths feet (187.17') to a point in the same, thence;

still along said centerline, South sixty-nine degrees forty-one minutes five seconds East (S69°--05"E) one-hundred seventy-two and sixty-four hundredths feet (110.82') to a point in same, ence;

8.) along a non-tangent curve to the left, being the proposed sideline of King George Road as shown on said Final Plat, having a radius of fifty-nine feet (59.00'), and an arc length of two-hundred fifteen and eleven hundredths feet (215.11') to a point of reverse curve in same, thence;

9.) still along said proposed sideline, easterly, along a curve to the right, having a radius of thirteen feet (13.00'), and an arc length of nineteen and seventy hundredths feet (19.70') to a point of tangency in the same, thence;

10.) still along said new sideline, South sixty-nine degrees twenty-nine minutes thirty-six seconds East (S69°-29'-36"E) sixty-three and zero hundredths feet (63.00') to a point of curve in the same, thence;

11.) still along said new sideline, easterly, along a curve to the right having a radius of four-hundred twenty-five feet (425.00'), and an arc length of sixty-nine and seventeen hundredths feet (69.17') to a point of tangency in the same, thence;

12.) still along said new sideline, South sixty degrees ten minutes eight seconds East (S60°-10'-08"E) forty-nine and sixty-seven hundredths feet (49.67') to a point of curve leading into proposed westerly sideline of King Court as shown on said Final Plat, thence;

13.) along said sideline of King Court, along a curve to the right, having a radius of twenty-five feet (25.00'), and an arc length of forty-two and thirteen hundredths feet (42.13') to a point of tangency in same, thence;

14.) still along said sideline, South thirty-six degrees twenty-three minutes twelve seconds West (S36°-23'-12"W) two-hundred-two and thirty-nine hundredths feet (202.39') to a point of curve in the same, thence;

15.) along said sideline, southerly, along a curve to the left, having a radius of one-hundred seventy-five feet (175.00'), sixty and nine hundredths feet (60.09') to a point of tangency in the same, thence;

16.) still along said sideline, South sixteen degrees forty-two minutes forty-one seconds West (S16°-42'-41"W) one-hundred three and eighty-five hundredths feet (103.85') to a point of curve in the same, thence;

17.) still along said sideline, southerly, along a curve to the right, having a radius of one-hundred twenty-five feet (125.00'), twenty-nine and thirty-one hundredths feet (29.31') to a point of tangency in the same, thence;

.8.) still along said sideline, South thirty degrees eight minutes forty-eight seconds West (S30°-08'-48"W) two-hundred sixty-five and sixty-eight hundredths feet (265.68') to a point of curve in the same, thence;

19.) still along said sideline, westerly, along a curve to the right, having a radius of one-hundred twenty-five feet (125.00') and an arc length of sixty-eight and twenty-nine hundredths feet (68.29') to a point of tangency in the same, thence;

20.) still along said sideline, South sixty-one degrees twenty-six minutes fifty-two seconds West (S61°-26'-52"W) one-hundred eighty-nine and eighty-nine hundredths feet (189.89') to a point of curve in the same, thence;

21.) still along said sideline, southerly, along a curve to the left, having a radius of three-hundred twenty-five feet (325.00'), and an arc length of four-hundred sixty-six and sixty-two hundredths feet (466.62') to a point in the division line between said Lot 3, and Lot 5, Block 1 as shown on said Final Plat , thence;

22.) along said division line, South fifty-seven degrees nine minutes forty-two seconds West (S57°-09'-42"W) seventeen and fifty-six hundredths feet (17.56') to a point in the same, thence;

23.) still along said division line, South thirty-two degrees forty-four minutes eighteen seconds East (S32°-44'-18"E) one-hundred feet (100.00') to a point in the same, thence;

24.) along the division line between said Lot 3, and Lots 2.01, 2.02 and 1, Block 1, South thirty-two degrees forty-four minutes eighteen seconds West (S57°-09'-42"W) three-hundred ninety-nine and sixty hundredths feet (399.60') to a point in the same being marked by an iron pipe, thence;

25.) along the division line between said Lot 3, and Lot 25, Block 9301, Township of Bridgewater, Somerset County, New Jersey, and being shown on tax maps as the division line between the Township of Green Brook and the Township of Bridgewater, North thirty-two degrees forty-four minutes eighteen seconds West (N32°-44'-18"W) six-hundred eighty-three and eighty-nine hundredths feet (683.89') to a point in the division line between said Lot 3, and Lot 1, Block 95, thence;

26.) along said division line, South twenty-six degrees seventeen minutes twenty-five seconds West (N26°-17'-25"W) seven-hundred nineteen and thirteen hundredths feet (719.13') to a point in the said proposed sideline of Mountain Avenue, thence;

27.) along said sideline, North forty-three degrees twenty-four minutes thirty-nine seconds East (N43°-24'-39"E) eight-hundred thirty-four and ninety-six hundredths feet (834.96') to the place of Beginning.

Subject to existing and proposed easements and restrictions and Mountain Preservation Zone, all as shown on said Final Plat.

Containing 1,606,696 S.F. (36.8847 acres)

The above description is in accordance with a map to be filed entitled "Final Plat, Mountainview at Green Brook", prepared by Bollinger Group, L.L.C., dated March 23, 1998 and revised to October 19, 1998.

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Prepared by:

Paul B. Higgins, P.L.S. Lic. No. 34004

bakde3.kpb

Unofficial Copy

November 24, 1998

Description of proposed Lot 3.01, Block 95 as shown on a map to be filed entitled "Final Plat, Mountainview at Green Brook", prepared by Bollinger Group, L.L.C., dated March 23, 1998 and revised to November 24, 1998 and being a portion of Lot 3, Block 95, Township of Green Brook, Somerset County, New Jersey.

Beginning at a point in the proposed westerly sideline of King George Road where the same is intersected by the division line between Tax Lot 3 in Block 95 and Lot 6 in Block 1, Township of Green Brook, Somerset County, New Jersey, and running thence;

1.) along said new sideline North ten degrees twenty-one minutes four seconds West (N10°-21'-04"W) forty-three and seventy-two hundredths feet (43.72') to a point of curve in the same, thence;

2.) along said new sideline, Northerly, along a curve to the left having a radius of two-hundred feet (200.00'), fifty and ninety-eight hundredths feet (50.98') to a point of tangency in the same, thence;

3.) along said new sideline, North twenty-four degrees fifty-seven minutes twenty-three seconds West (N24°-57'-23"W) one-hundred three and fifty-eight hundredths feet (103.58') to a point of curve in the same, thence;

4.) along said new sideline, Northwesterly, along a curve to the left having a radius of two-hundred thirty-five feet (235.00'), one-hundred-twelve and fifty-eight hundredths feet (112.58') to a point of tangency in the same, thence;

5.) along said new sideline, North fifty-two degrees twenty-four minutes sixteen seconds West (N52°-24'-16"W) ninety-one and thirty-nine hundredths feet (91.39') to a point of curve in the same, thence;

6.) along said new sideline, northwesterly, along a curve to the left having a radius of five-hundred feet (500.00'), sixty-seven and seventy-six hundredths feet (67.76') to a point of tangency in the same, thence;

7.) along said new sideline, North sixty degrees ten minutes eight seconds West (N60°-10'-08"W) one-hundred seventy-two and sixty-four hundredths feet (172.64') to a point of curvature leading into the proposed southeasterly sideline of King Court, thence;

8.) along a curve to the left in a westerly direction having a radius of five-hundred feet (25.00'), and an arc length of sixty-seven and seventy-six hundredths feet (36.41') to a point of tangency in said proposed sideline of King Court, 50 feet wide, thence;

9.) along said proposed sideline, South thirty-six degrees twenty-three minutes twelve seconds West (S36°-23'-12"W) two-hundred-five and eighty-three hundredths feet (205.83') to a point of curve in the same, thence;

10.) along said proposed sideline, southwesterly, along a curve to the left having a radius of one-hundred twenty-five feet (125.00') and an arc length of forty-two and ninety-two hundredths feet (42.92') to a point of tangency in the same, thence;

11.) along said proposed sideline, South sixteen degrees forty-two minutes forty-one seconds West (S16°-42'-41"W) one-hundred three and eighty-five hundredths feet (103.85') to a point of curve in the same, thence;

12.) along said proposed sideline, southwesterly, along a curve to the right having a radius of one-hundred seventy-five feet (175.00') and an arc length of forty-one and four hundredths feet (41.04') to a point of tangency in the same, thence;

13.) along said proposed sideline, South thirty degrees eight minutes forty-eight seconds West (S30°-08'-48"W) two-hundred sixty-five and sixty-eight hundredths feet (265.68') to a point of curve in the same, thence;

14.) along said proposed sideline, southwesterly, along a curve to the right having a radius of one-hundred seventy-five feet (175.00') and an arc length of ninety-five and sixty hundredths feet (95.60') to a point of tangency in the same, thence;

15.) along said proposed sideline, South sixty-one degrees twenty-six minutes fifty-two seconds West (S61°-26'-52"W) one-hundred eighty-nine and eighty-nine hundredths feet (189.89') to a point of curve in the same, thence;

16.) along said proposed sideline, southwesterly, along a curve to the left having a radius of two-hundred seventy-five feet (275.00') and an arc length of three-hundred eighty-four and fourteen hundredths feet (384.14') to a non-tangent point where the same intersects the division line between Tax Lot 3, Block 95 and Lot 5, Block 1, Township of Green Brook, Somerset County, New Jersey, and running thence;

17.) along said division line, North fifty-seven degrees nine minutes forty-two seconds East (N57°-09'-42"E) eight-hundred fifty-seven and two hundredths feet (857.02') to a point in the same, thence;

18.) along the northeasterly line of said Lot 5, South twenty-one degrees twenty-seven minutes thirty-eight seconds East (S21°-27'-38"E) one-hundred two feet (102.00') to a point in the division line between said Lot 3 and Lot 6, thence;

19.) along said division line, North fifty-seven degrees nine minutes forty-two seconds East (N57°-09'-42"E) four-hundred forty-six and nine hundredths feet (446.09') to the Point of Beginning.

Subject to existing and proposed easements and restrictions as shown on said Final Plat.

Containing 429,281.6 S.F. (9.8549 acres)

The above description is in accordance with a map to be filed entitled "Final Plat, Mountainview at Green Brook", prepared by Bollinger Group, L.L.C., dated March 23, 1998 and revised to November 24, 1998.

UNOFFICIAL COPY

Prepared by:

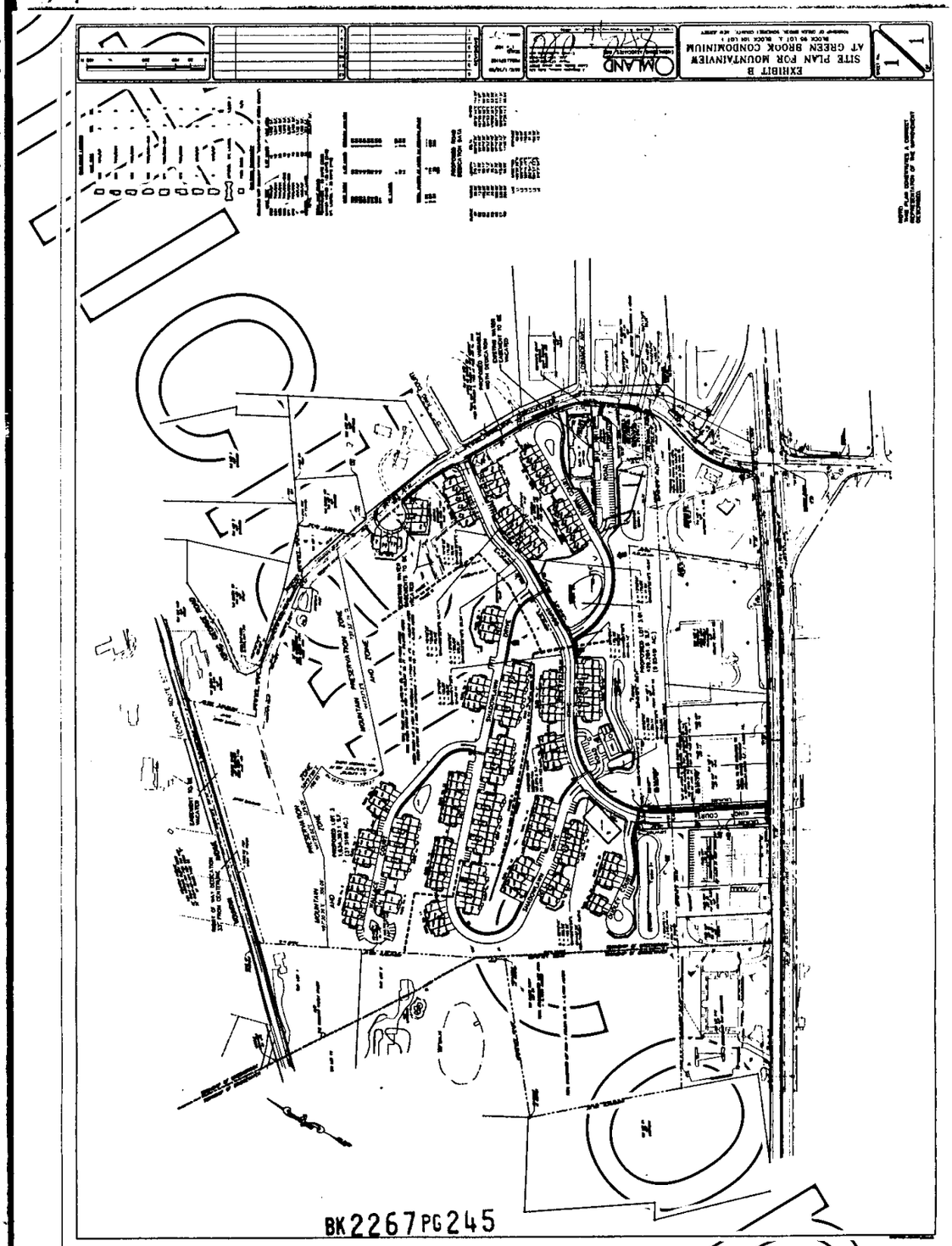
Paul B. Higgins, P.L.S. Lic. No. 34004
bakde301.kpb

Unofficial Copy

EXHIBIT 1B

SURVEY AND SITE PLAN OF THE CONDOMINIUM PROPERTY

Unofficial Copy



BK2267PG245

UNOFFICIAL DOCUMENT

EXHIBIT 1C

ARCHITECTURAL DRAWINGS OF THE UNITS AND BUILDINGS

BK2267PG247

Unofficial Copy

All dimensions are
approximate.
All fenestrations may
vary.

ED1
architecture

PROTYPICAL DOWNHILL BUILDING ELEVATION
MOUNTAIN VIEW AT
GREENBROOK

GREENBROOK, NEW JERSEY
BAKER RESIDENTIAL

BK2267PG248

UNOFFICIAL DOCUMENT

All dimensions are approximate.
All fenestrations may vary.

EDI

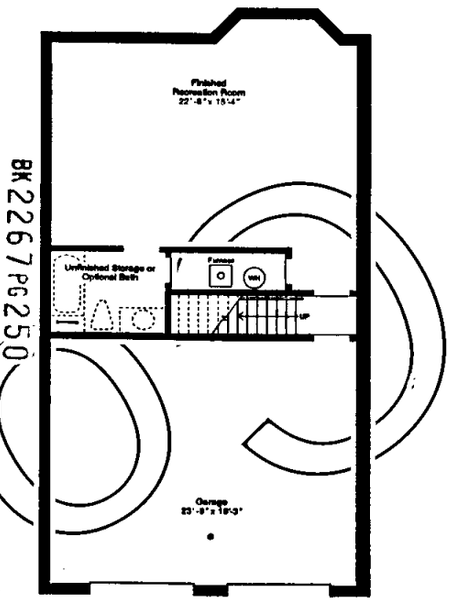
PROTOTYPICAL UPHILL BUILDING ELEVATION
MOUNTAIN VIEW AT
GREENBROOK

GREENBROOK, NEW JERSEY
BAKER RESIDENTIAL

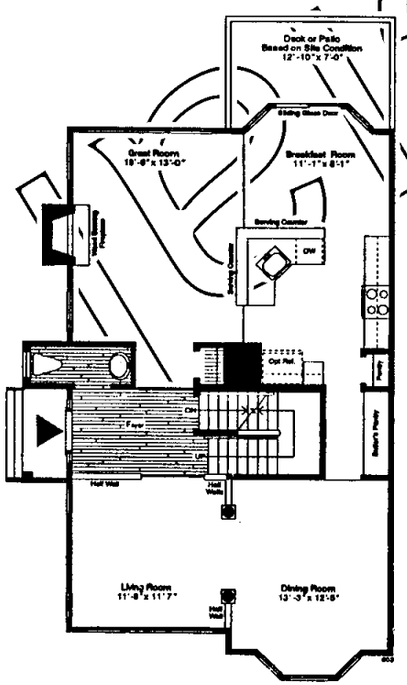
UNOFFICIAL DOCUMENT

Mountainview at Green Brook
Plan: 603 - The Hillsider
Date: October 11, 1999

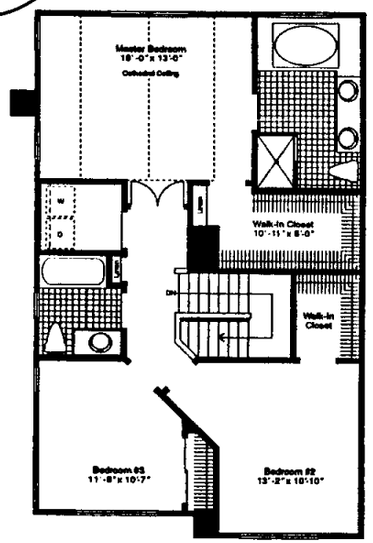
All dimensions are approximate.
All fenestrations may vary.



Recreation Level



First Floor

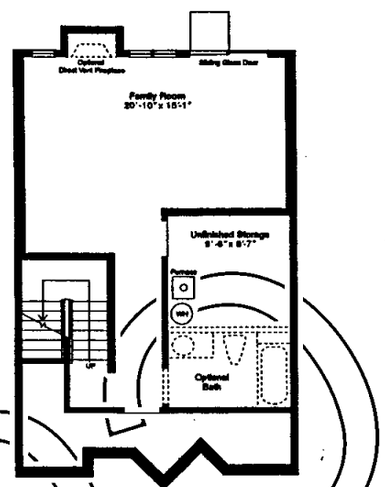


Second Floor

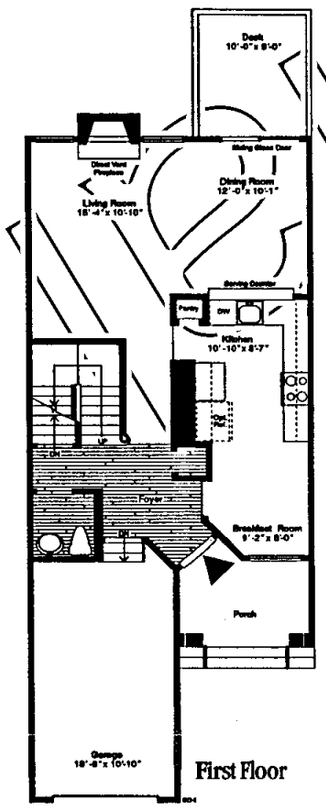
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Mountainview at Green Brook
Plan: 604 - The Crestline
Date: October 11, 1999

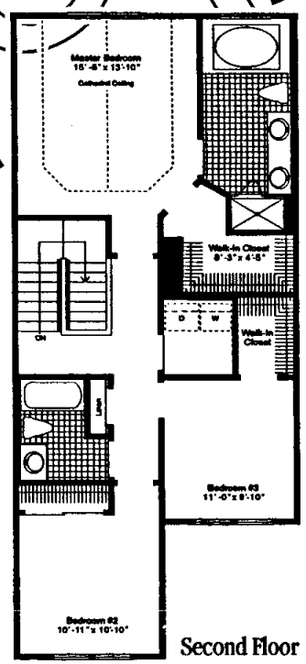
All dimensions are approximate.
All fenestrations may vary.



Family Room Level



First Floor



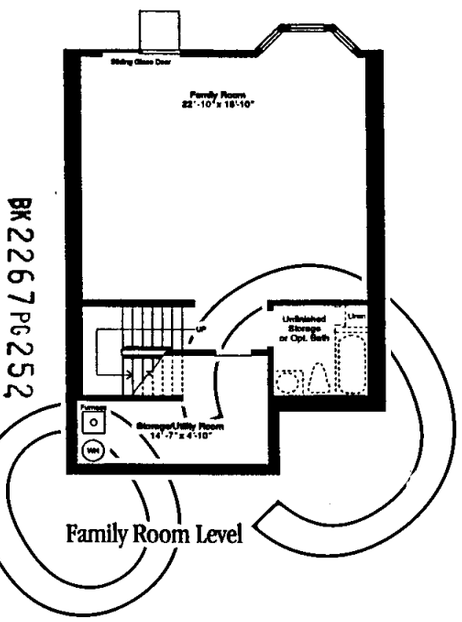
Second Floor

BK2267PG251

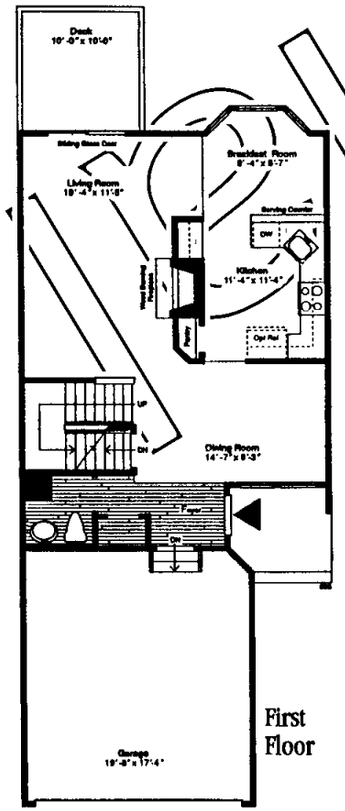
Radon Mitigation

Mountainview at Green Brook
Plan: 605 - The Ridgeside
Date: October 11, 1999

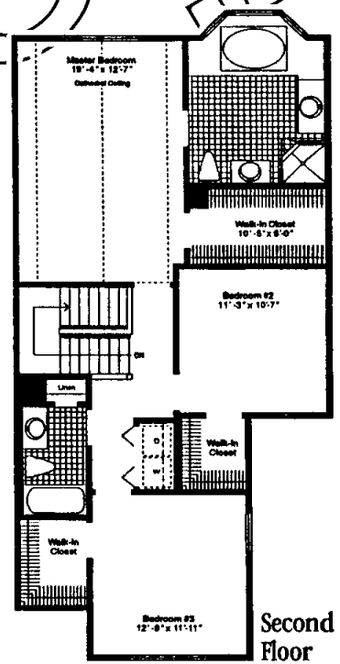
All dimensions are approximate.
All fenestrations may vary.



Family Room Level



First Floor



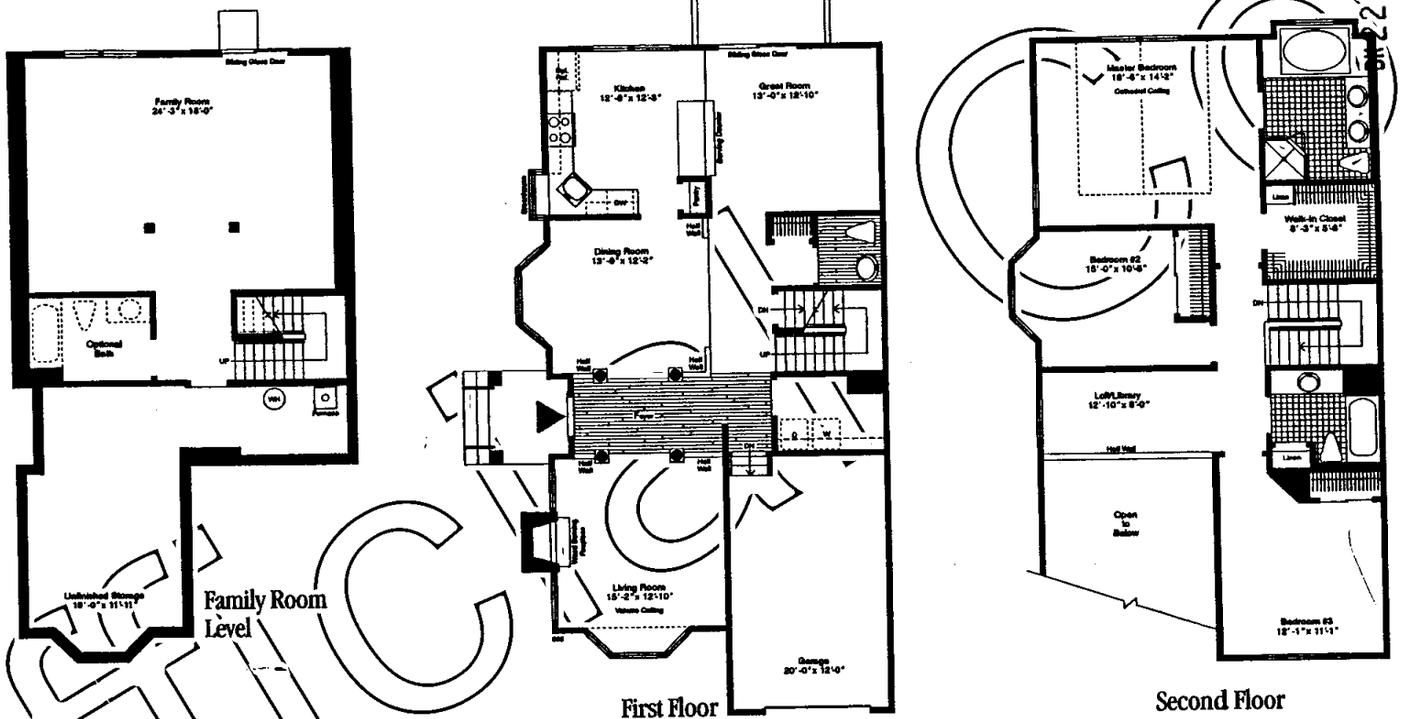
Second Floor

BK2267PG252

Recording Requested

Mountainview at Green Brook
Plan: 606 - The Fairview
Date: October 11, 1999

All dimensions are approximate.
All fenestrations may vary.



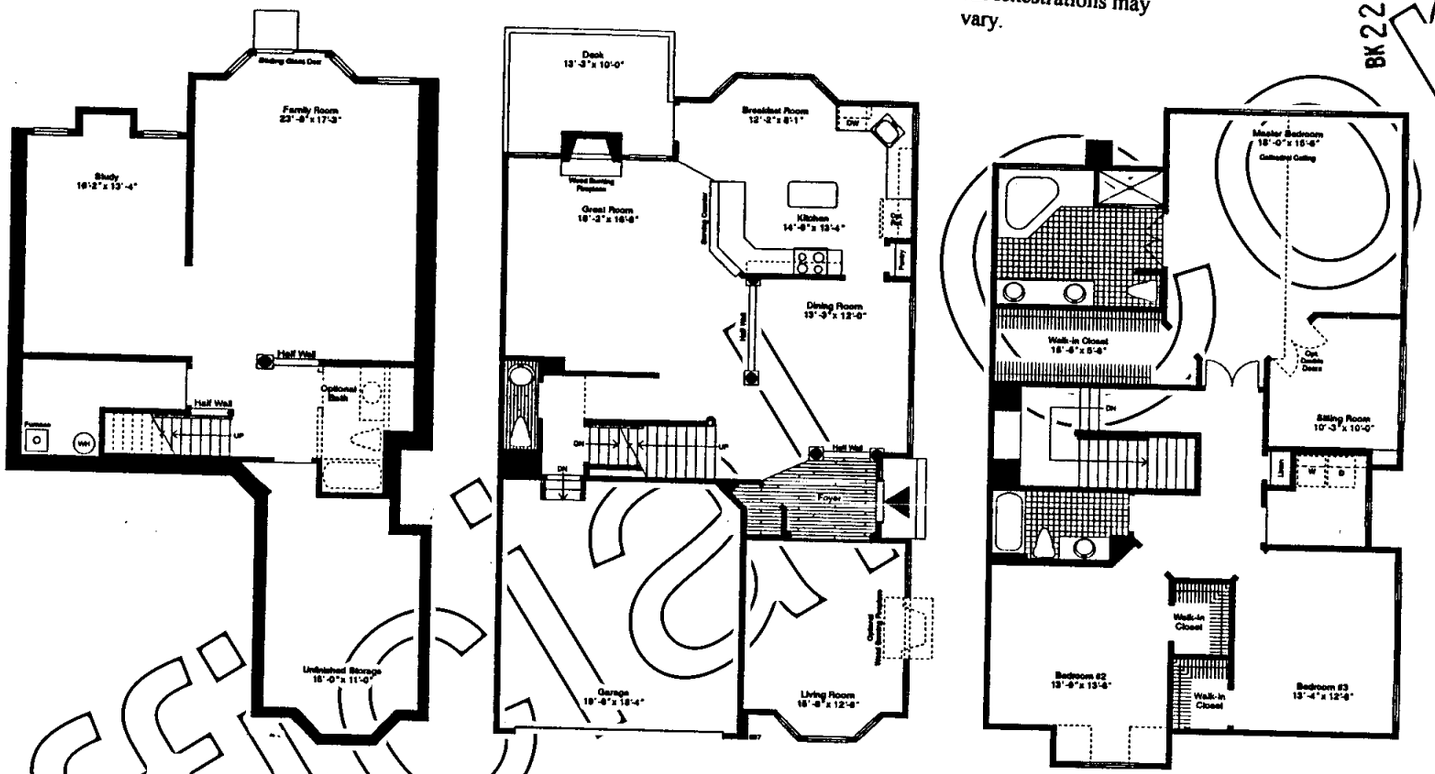
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BK2267PG253

Mountainview at Green Brook
Plan: 607 - The Overlook
Date: October 11, 1999

All dimensions are approximate.
All fenestrations may vary.

BK2267PG254



Family Room Level

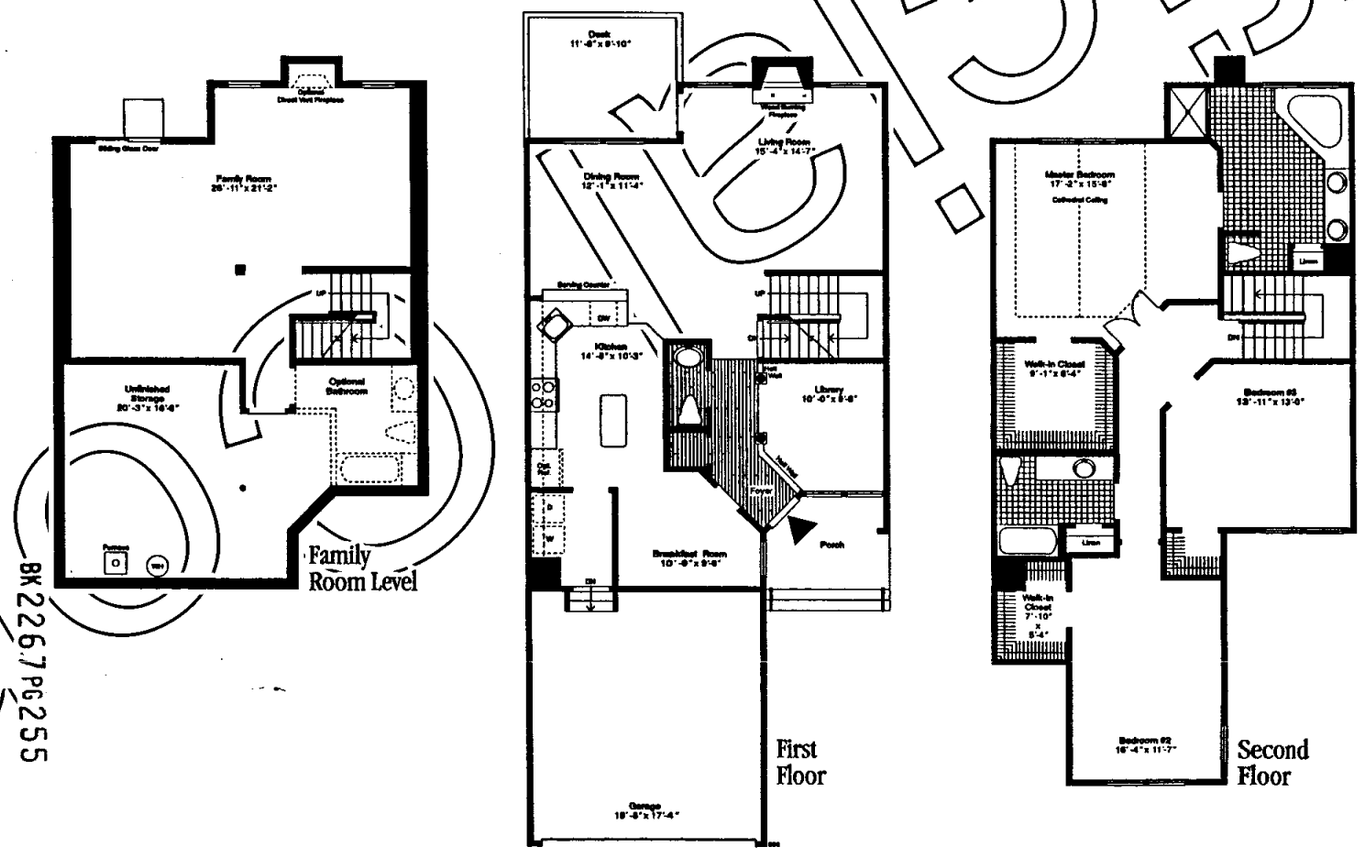
First Floor

Second Floor

Unofficial Copy

Mountainview at Green Brook
Plan: 608 - The Valleyview
Date: October 11, 1999

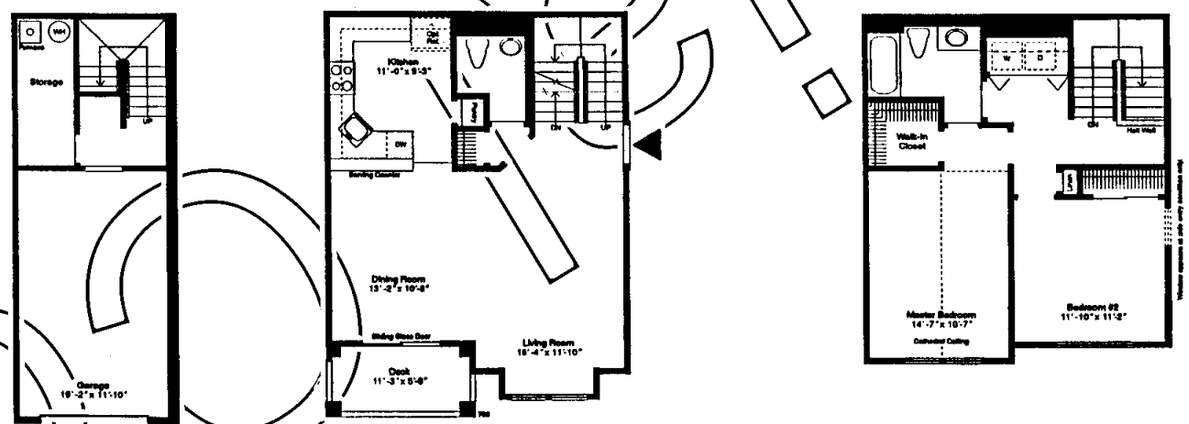
All dimensions are approximate.
All fenestrations may vary.



BK 2267 PG 255

Mountainview at Green Brook
Plan: 700 - The Uplander
Date: October 11, 1999

All dimensions are approximate.
All fenestrations may vary.

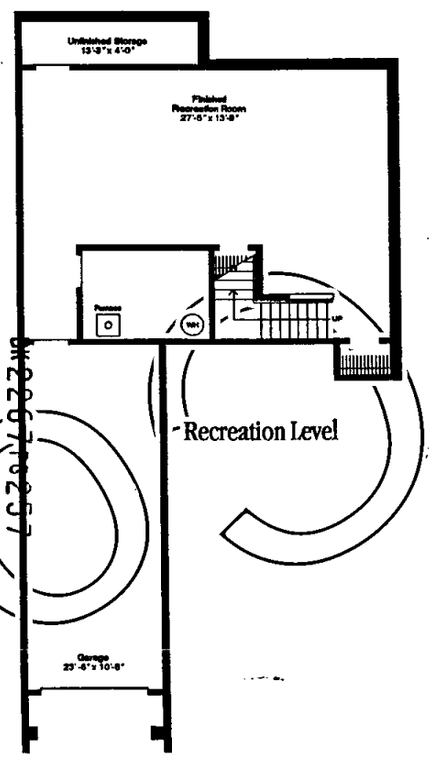


Garage Level | First Floor | Second Floor

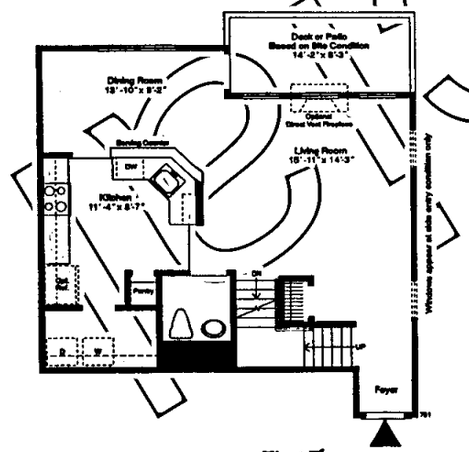
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Mountainview at Green Brook
Plan: 701 - The Ledgemont
Date: October 11, 1999

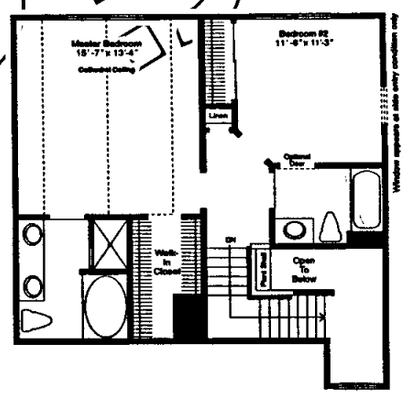
All dimensions are approximate.
All fenestrations may vary.



Recreation Level



First Floor



Second Floor

Mountainview at Green Brook
Plan: 701 - The Ledgemont
Date: October 11, 1999

All dimensions are approximate.
All fenestrations may vary.

EDI

MT. LAUREL BUILDING ELEVATION

MOUNTAIN VIEW AT GREENBROOK

GREENBROOK, NEW JERSEY

BAKER RESIDENTIAL

BK2267PG258

Unofficial Document

All dimensions are
approximate.
All fenestrations may
vary.

MOUNTAIN VIEW AT
GREEN BROOK
GREEN BROOK, NEW JERSEY
BAKER RESIDENTIAL

BUILDING #31
TYP. SECTIONS
1/4"

31.4

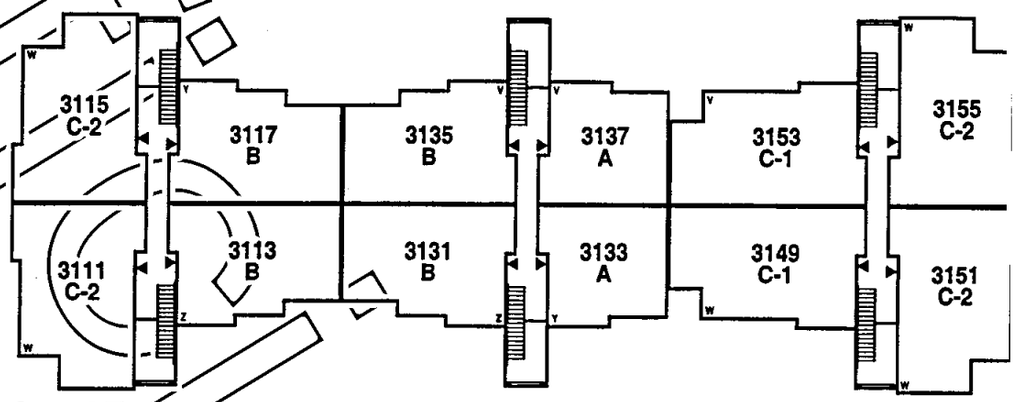
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UNOFFICIAL DOCUMENT

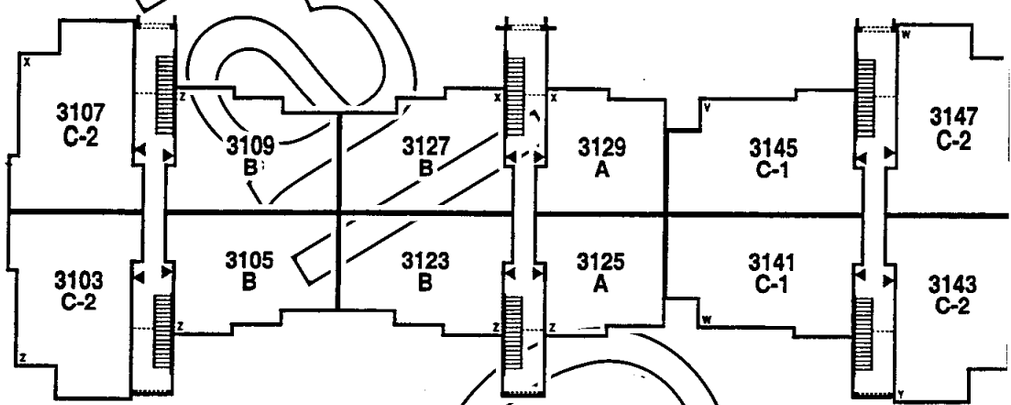
MOUNTAINVIEW
AT GREEN BROOK

All dimensions are approximate.
All fenestrations may vary.

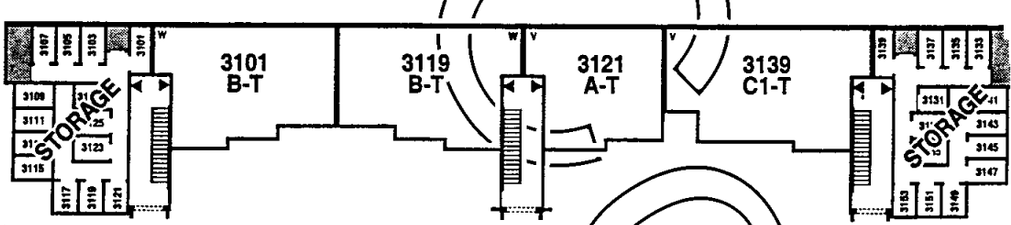
The Garden Homes - Building 31



Second Floor



First Floor



Terrace Level

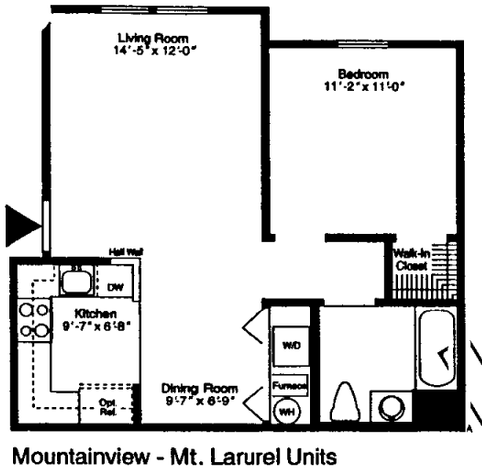
KEY

A	- The Addison	B	- The Barton	C1	- The Cooper
A-T	- The Addison Terrace	B-T	- The Barton Terrace	C1-T	- The Cooper Terrace
				C-2	- The Channing

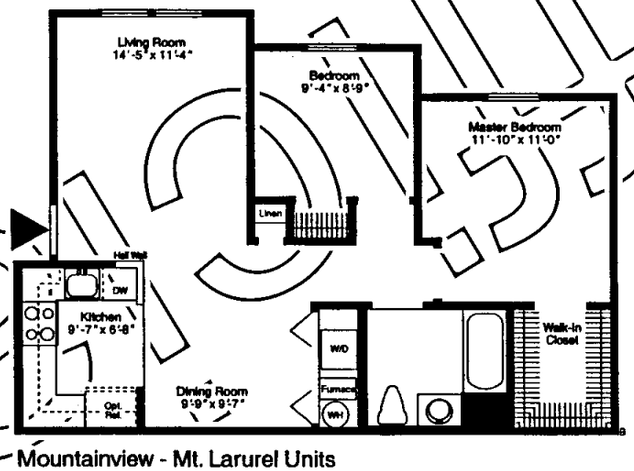
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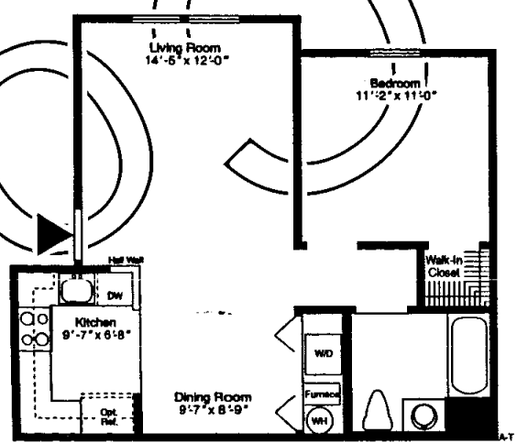


Mountainview - Mt. Larurel Units
THE ADDISON (A)

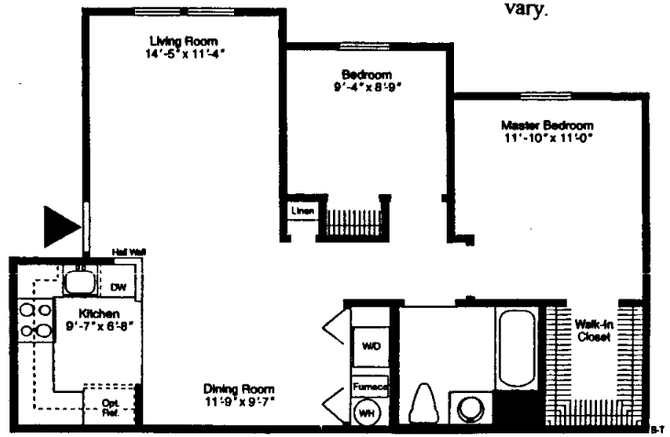


Mountainview - Mt. Larurel Units
THE BARTON (B)

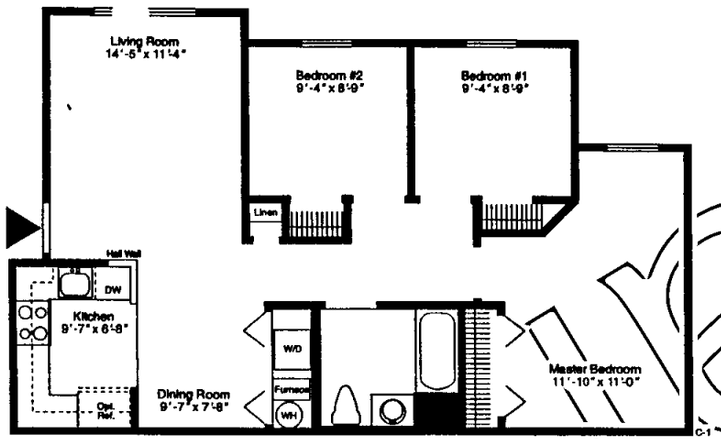
All dimensions are approximate.
All fenestrations may vary.



Mountainview - Mt. Larurel Units

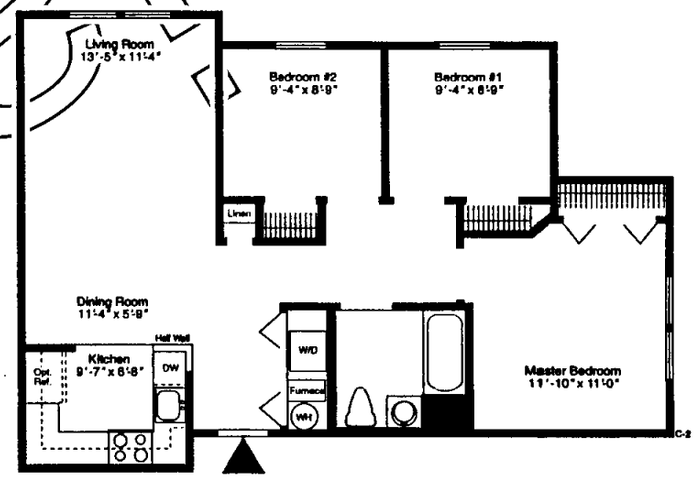


Mountainview - Mt. Larurel Units



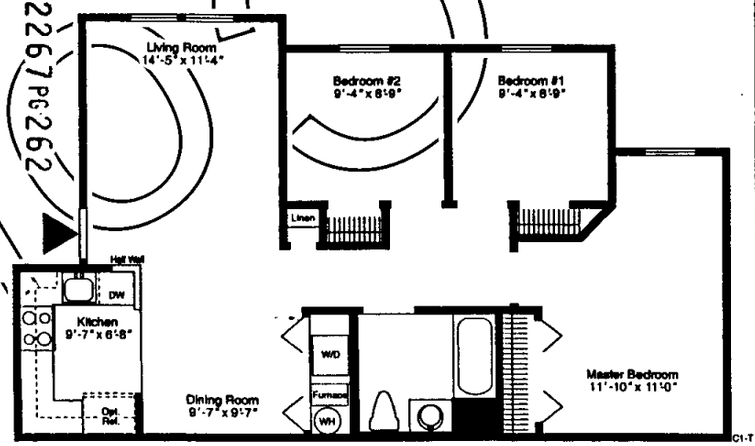
Mountainview - Mt. Larurel Units
THE COOPER (C-1)

All dimensions are approximate.
All fenestrations may vary.



Mountainview - Mt. Larurel Units
THE CHANNING (C-2)

BK 2267 PG 262



UNOFFICIAL DOCUMENT

EXHIBIT 1D

CERTIFICATE OF INCORPORATION

OF

MOUNTAINVIEW AT GREEN BROOK CONDOMINIUM ASSOCIATION, INC.

Unofficial Copy

UNOFFICIAL COPY

CERTIFICATE OF INCORPORATION

OF

MOUNTAINVIEW AT GREEN BROOK CONDOMINIUM ASSOCIATION, INC.

DATED: October 15, 1999

File and Return to:

GREENBAUM, ROWE, SMITH,
RAVIN, DAVIS & HIMMEL LLP
Metro Corporate Campus I
P.O. Box 5600
Woodbridge, New Jersey 07095
ATTN: Wendell A. Smith, Esq.

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UNOFFICIAL DOCUMENT

FILED

OCT 18 1999

State Treasurer

CERTIFICATE OF INCORPORATION
OF
MOUNTAINVIEW AT GREEN BROOK CONDOMINIUM ASSOCIATION, INC.

The undersigned, who is of full age, in order to form a corporation pursuant to the provisions of the New Jersey Nonprofit Corporation Act, Title 15A of the New Jersey Statutes Annotated, does hereby certify.

ARTICLE I

Name

The name of the corporation is "MOUNTAINVIEW AT GREEN BROOK CONDOMINIUM ASSOCIATION, INC.," hereinafter called the "Association".

ARTICLE II

Principal Office

The principal office of the Association is located at 120 American Road, Morris Plains, New Jersey 07950

ARTICLE III

Registered Agent

Christopher T. Baker, whose address is 120 American Road, Morris Plains, New Jersey 07950 is hereby appointed the initial registered agent of this Association

ARTICLE IV

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the operation, maintenance and administration of the common elements within that certain tract of property located in the Township of Green Brook, Somerset County, New Jersey, and subjected to the condominium form of ownership by a certain Master Deed for Mountainview at Green Brook Condominium, recorded

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SC99334
T120319C
0100795-953

or intended to be recorded in the Office of the Register of Somerset County, as same may be supplemented and amended as therein provided and to promote the health, safety and welfare of the residents within the above described property as set forth in said Master Deed and for these purposes:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the aforesaid Master Deed and By-Laws of the Association, as they both may be amended from time to time as therein provided, said Master Deed and By-Laws being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of said Master Deed and By-Laws of the Association, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

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(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise

ARTICLE V

Membership

Every person or entity who is a record owner of a fee interest in any Unit which is subject to the Master Deed and qualifies in accordance with the By-Laws shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of any such Unit shall be the sole qualification for membership. Upon termination of the interest of the Owner, his membership shall automatically terminate and shall be transferred and shall inure to the new Owner succeeding him in interest.

ARTICLE VI

Board of Trustees

The affairs of this Association shall be managed by a Board of Trustees. The initial Board of Trustees shall initially be composed of three (3) persons who need not be members of the Association. The number of Trustees may be changed pursuant to the By-Laws of the Association.

The names and addresses of the persons who are to act in the capacity of Trustees until the selection of their successors are :

Christopher T. Baker
120 American Road
Morris Plains, New Jersey 07950

Ronald D. DeLisi
120 American Road
Morris Plains, New Jersey 07950

Norman C. Greenberg
120 American Road
Morris Plains, New Jersey 07950

The method of electing Trustees shall be set forth in the By-Laws of the Association.

ARTICLE VII

Distribution of Assets

Upon dissolution, the assets of the Association shall be distributed in accordance with each Unit's appurtenant percentage interest in the Common Elements of the Condominium.

ARTICLE VIII

Duration

The Association shall exist perpetually.

ARTICLE IX

Amendments

Amendment of this Certificate shall require the assent of seventy-five (75%) percent of the members of the Association.

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IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of New Jersey, the undersigned, the Incorporator of this Association, has executed this Certificate of Incorporation this 15th day of October, 1999.

Wendell A. Smith

Wendell A. Smith, Incorporator
99 Wood Avenue South
Iselin, New Jersey 08830

UNOFFICIAL COPY

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

BE IT REMEMBERED, that on this 15th day of October, 1999, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Wendell A. Smith, who, I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

Patricia A. Pellettieri

A Notary Public of the State of New Jersey

PATRICIA A. PELLETTIERI
A Notary Public of New Jersey
My Commission Expires October 29, 200

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EXHIBIT 1E

BY-LAWS

OF

MOUNTAINVIEW AT GREEN BROOK CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS

OF

MOUNTAINVIEW AT GREEN BROOK CONDOMINIUM ASSOCIATION, INC.

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FOR

BY-LAWS OF
MOUNTAINVIEW AT GREEN BROOK CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS

OF

MOUNTAINVIEW AT GREEN BROOK CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NATURE OF BY-LAWS

1.01. Purpose. These By-Laws are intended to govern the administration of Mountainview at Green Brook Condominium Association, Inc. (hereinafter the "Association"), a non-profit corporation organized under Title 15A of the New Jersey Statutes; and to provide for the management, administration, utilization and maintenance of the Common Elements described in the Master Deed for Mountainview at Green Brook Condominium (the "Condominium"), and any amendments or supplements thereto.

1.02. Definitions. Unless the context clearly indicates otherwise, all definitions set forth in the Master Deed or in N.J.S.A. 46:8B-3 are incorporated herein by reference.

1.03. Fiscal Year. The fiscal year of the corporation shall be determined by the Board of Trustees.

1.04. Principal Office. The principal office of the corporation is located at 120 American Road, Morris Plains, New Jersey 07950, or such other location as may be determined by the Board of Trustees.

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ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.01. Members. Every person, firm, association, corporation or other legal entity including the Developer who is a record owner or co-Owner of the 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. Despite anything to the contrary in the preceding, the Developer has one membership in the Association for each contemplated Unit, completed or prospective, that has not been conveyed to an individual purchaser, not to exceed that number of Units approved by the municipality.

2.02. Member in Good Standing. A Member shall be deemed to be in good standing and entitled to vote in person or by proxy at any meeting of the Association or in any ballot by mail, if he has fully paid all installments due for assessments made or levied against him and his Unit by the Board as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses if any, properly chargeable to him and to his Unit.

2.03 Associate Members. Every person who is entitled to possession and occupancy of a Unit as a tenant or lessee of an Owner pursuant to Article X of the Master Deed may be an Associate Member of the Association, but shall not be entitled to any vote with respect to Association matters.

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2.04. Change of Membership. Change of Membership shall be accomplished by recordation in the Somerset 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 deposits. The Membership of the prior Owner shall be thereby terminated.

2.05. Rights of Membership. Every person who is entitled to Membership in the Association, pursuant to the provisions of the Certificate of Incorporation and these By-Laws, and permanently resides in a Unit, including any Associate Member shall be privileged to use and enjoy the General Common Elements of the Condominium, subject however to the right of the Association to:

(a) Promulgate Rules and Regulations governing such use and enjoyment;

(b) Suspend the use and enjoyment of the General Common Elements as provided in Section 2.06 of this Article II; and

(c) Transfer all or part of the General Common Elements other than any Building in which any Units are contained as provided in Section 6.01(o) hereof.

2.06. Suspension of Rights. The Membership and voting rights of any Member may be suspended by the Board for any period during which any type of assessment, against the Unit to which his Membership is appurtenant remains unpaid; but upon payment of such assessments and any interest accrued thereon if by cash, money order, or certified or collected funds, his rights and privileges shall be immediately and

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automatically restored. Section 2.08 shall govern the restoration of voting rights. Further, if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in the By-Laws, the rights and privileges of any person in violation thereof or in violation of any non-monetary covenant of the Master Deed may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated. No such action shall be taken by the Board until the Owner is afforded an opportunity for a hearing consistent with the principles of due process of law.

2.07. Membership Fee. Each Owner shall pay to the Association upon acquisition of title to his Unit a non-refundable membership fee of $250.00 which fee may be used for working capital; including but not limited to cash flow deficits of the Association or any other lawful purpose. Such sum may be used for operating expenses and any other lawful purpose and need not be replenished if it is so utilized. Payment of such contribution shall be a condition precedent to the exercise of rights of membership in the Association upon the initial sale or a subsequent transfer of title to a Unit which is not exempted by the Rules and Regulations of the Association. Any unpaid capital contribution shall be deemed a lien on the Unit in the same manner as any unpaid Common Expenses attributable to such Unit.

2.08. Votes. Each member in Good Standing shall be entitled to such vote for each Unit to which he holds title as is provided in Article V of the Master Deed. When more

than one person holds title, the vote for each Unit shall be exercised as the co-owner Members among themselves determine. When one or more co-Owner Members signs a proxy or purports to vote for his or her co-Owner Members, such vote shall be counted unless one or more of the other co-Owner Members is present and objects to such vote; or if not present, submits a proxy or objects in writing delivered to the Secretary of the Association before the vote is counted. If co-owner Members disagree as to the vote, the vote shall be split equally among the co-owner Members.

ARTICLE III

MEETINGS OF OWNERS

3.01. Place of Meetings. All meetings of the Owners of the Association shall be held at the Condominium or at such other place convenient to the Members as may be designated by the Board.

3.02. Annual Meetings. All annual meetings of the Owners of the Association shall be held on the day and month of the year to be established by the Board, except that the first such annual meeting shall be held not more than thirteen (13) months following the incorporation of the Association. At each annual meeting subsequent to the final Transition Elections held in accordance with Section 4.03 hereof, the election of Trustees shall take place. If the election of Trustees shall not be held at the annual meeting or any adjournment of such meeting, the Board shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting, the Owners may elect the Trustees and transact other business with the same force and effect as at an annual meeting duly called

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and held. All proxies validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or special meeting and new proxies may be received for any such subsequent meeting.

3.03. Special Meetings. Special meetings of Owners may be called by the President whenever he deems such a meeting advisable, or shall be called by the Secretary upon the order of the Board or upon the written request of Members representing not less than twenty-five (25%) percent of all the votes entitled to be cast at such meeting. Such request shall state the purpose(s) of such meeting and the matter(s) proposed to be acted upon. Unless Owners representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Owners held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board.

3.04. Notice of Meeting. Except as otherwise provided by N.J.S.A. 46:8B-12.1b and Section 4.03 herein with respect to transition elections, notice of each meeting of Members, whether annual or special, shall be given not less than ten (10) days, nor more than sixty (60) days before the day on which the meeting is to be held, to each Owner at his last known address, by delivering a written or printed notice thereof to said Owner, or by mailing such notice, postage prepaid. Every such notice shall state the time, place and purpose(s) of the meeting. Notice of any meeting of Owners shall not be required to have been sent to any Owners who shall attend such meeting in person or by proxy. Notice of any adjourned

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meeting of the Owners shall not be required to be given unless the time and place to which the meeting is adjourned is not announced at the adjourned meeting. Except where otherwise expressly required by law, no publication of any notice of a meeting of Owners shall be required.

3.05 Quorum and Adjourned Meetings. At each meeting of the Owners, persons holding twenty-five (25%) percent of the authorized votes (including any held by Developer) present in person, by proxy or by mail ballot shall constitute a quorum for the transaction of business at a meeting of the membership except where otherwise provided by law. In the absence of a quorum, a majority of the votes present in person or by proxy may adjourn the meeting from time to time, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting originally called.

3.06. Organization. At each meeting of the Association, the President, or, in his absence, the Vice President, or in the absence of both of them, a person chosen by a majority vote of the Members in Good Standing present in person or represented by proxy, shall act as a chairperson, and the Secretary, or in his absence, a person whom the chairperson shall appoint, shall act as Secretary of the meeting.

3.07. Voting. Only Owners who hold memberships in good standing shall be entitled to vote on questions or for the election of Trustees.

As provided in Article V of the Master Deed, each Town Home Owner shall be entitled to one (1) vote for each Unit to which he holds title and each Garden Home

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Owner shall be entitled to a one - half (½) vote. The election of Trustees shall be conducted by written ballot. If ever applicable, candidates polling the highest numbers of votes will be considered elected for the longest period of years. Election of Trustees at all meetings shall be in accordance with this Section 3.07.

A majority in interest of votes present in person or by proxy at any duly constituted meeting of the membership or by mail ballot shall be sufficient on those questions submitted to a vote of the membership. The vote on any question at a meeting need not be taken by ballot, unless (i) the chairperson of the meeting determines a ballot to be advisable, or (ii) a majority in interest of the votes present at the meeting determine that the vote on the question submitted shall be taken by ballot.

3.08. Ballot by Mail. The Board, in lieu of calling a membership meeting, may submit any question or election, other than a Transition Election, to a vote of the membership by a ballot by mail. No ballot by mail shall be valid or tabulated unless the signature of the Owner(s) submitting the ballot has been verified on the ballot in accordance with procedures established by the Board. Only members in good standing shall be entitled to vote. The Board shall appoint judges to tabulate the ballot whose report shall be included in the minute book. In order to conduct a ballot by mail for a question submitted to a vote of the membership, the Board shall serve a notice upon all members which shall (i) state with specificity in terms of motion(s) the question(s) upon which the vote is to be taken; (ii) state the date by which ballots must be received in order to be counted; (iii) provide an official ballot for the purposes of the vote; and (iv) state the date upon which the action contemplated

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by the motion(s) shall be effective, which date shall be not less than ten (10) days after the date ballots must be received. No actions contemplated by a question submitted to a ballot by mail shall be taken unless a majority in interest of all owners in good standing submit ballots approving such action.

In order to conduct a ballot by mail for an election of Trustees, the Board shall serve a notice upon all members which shall (i) provide an official ballot for the purposes of the election; and (ii) state the date by which the ballot must be received in order to be counted. No ballot shall be counted if the member casting same is not in good standing at least thirty (30) days prior to the date set for the ballot to be received.

3.09. Proxies. Voting by proxy shall be permitted with respect to all elections of Trustees, and all amendments to the Certificate of Incorporation, the Master Deed or these By-Laws, or any other matter which is to come before a meeting of the Membership of the Association. All proxies shall be in writing, signed by all individual Owners (or in the case of joint owners by any one of them), or by his or their duly authorized representative(s) and delivered to the Secretary of the Association, or such other person as the President may designate, prior to the opening of the polls at the meeting at which ballots are to be cast. Proxies may be revoked at any time prior to the opening of the polls, and no proxy shall be valid after eleven (11) months from its date unless said proxy provides for a longer period, not to exceed three (3) years from the date of execution. All proxies shall be substantially in the form prescribed by the Board, and if not in such form, shall be deemed invalid which determination shall be made in the sole and absolute discretion of the Board.

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3.10. Inspectors. If, at any membership meeting a vote by ballot shall be taken, the chairperson of such meeting shall appoint two persons to act as inspectors with respect to the ballots. Each inspector so appointed shall first subscribe an oath to execute faithfully the duties of an inspector with strict impartiality and according to the best of his ability. Such inspectors shall decide upon the qualifications of voters and shall report the number of votes represented at the meeting and entitled to be cast, shall conduct and accept the votes, and when the voting is completed, shall ascertain and report to the Secretary the number of votes for and against the questions or candidates respectively. Reports of inspectors shall be in writing and subscribed and delivered by them to the Secretary of the meeting. The inspectors need not be Members of the Association and any officer or Trustee of the Association may be an inspector on any question, other than a vote for or against his election or any other question in which he may be directly interested.

3.11. Order of Business. The order of business at the annual meeting of the Owners or at any special meetings insofar as practicable shall be:

(a) Calling of the roll and certifying the proxies.

(b) Proof of notice of meeting and waiver of notice.

(c) Reading and disposal of any unapproved minutes.

(d) Appointment of inspectors of election, if appropriate.

(e) Election of trustees, if appropriate.

(f) Receiving reports of officers.

(g) Receiving reports of committees.

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(h) Old business.

(i) New business.

(j) Adjournment.

ARTICLE IV

BOARD OF TRUSTEES

4.01. Qualifications. The following criteria shall be a qualification for nomination, appointment or election to a Trusteeship:

(a) Membership in Good Standing: Membership in Good Standing shall be a qualification of any nominee or appointee to a Trusteeship and for continued service on the Board.

(b) Representation: Partnerships, corporations, fiduciaries or co-owners holding memberships in good standing may designate one individual per Unit owned to be eligible for nomination, appointment, or election as Trustees in accordance with the following qualifications:

i) Partnership designees shall be members, employees or agents of the partnership;

ii) Corporate designees shall be officers, stockholders, employees or agents of the corporation;

iii) Limited liability company designees shall be members of the limited liability company;

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iv) Fiduciary designees shall be fiduciaries, officers, or employees of the fiduciary; and

v) Co-owners holding a membership in good standing may designate any one of them but only one of them to be eligible for nomination, appointment, or election as a Trustee; however, in the case of any disagreement, the express consent of a majority in interest of such Co-owners shall be required.

c) Disqualification of Trustees. Any Trustee whose membership in the Association is not in good standing for thirty (30) consecutive days shall automatically be disqualified as a Trustee upon expiration of said thirty (30) day period and a replacement shall be appointed by the Board within thirty (30) days thereafter to serve the remainder of the term. Despite the aforesaid, any Trustee who conveys title to his unit and no longer holds title to any other unit is automatically disqualified as a Trustee effective on the date of said conveyance.

4.02. Number. The Board shall initially consist of three (3) Trusteeships, designated Trusteeships "A," "B" and "C." Upon the initial conveyance of sixty-four (64) Units, the Board shall be expanded to five (5) Trusteeships, designated Trusteeships "A," "B," "C," "D," and "E."

4.03. Transition Elections. Within thirty (30) days after the initial conveyance of sixty-four (64) Units, the President shall call either the first annual meeting or a special

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meeting of the membership of the Association for the purpose of holding the first election of Owners to the Board ("Transition Election"). At the meeting, Owners other than the Developer shall be entitled to vote for and elect Trustees A and B from among such Owners in accordance with the provisions of Article III of these By-Laws, and the Developer shall be entitled to appoint Trustees C, D, and E.

Within thirty (30) days after the intial, conveyance of one hundred and ninety-two (192) Units, the President shall call a meeting of the membership of the Association for the purpose of holding a second Transition Election. At this meeting, Owners other than the Developer shall be entitled to vote for and elect Trustees C and D from among such Owners in accordance with the provisions of Article III of these By-Laws, and the Developer shall be entitled to appoint Trustee E.

Within thirty (30) days after all Units have been initially conveyed, the President shall call a meeting for the third Transition Election at which Owners other than the Developer shall be entitled to vote for and elect Trustee E from among such Owners in accordance with the provisions of Article III hereof; provided that the Developer shall be entitled in its discretion to relinquish Trusteeship E at the time of the second Transition Election or any time thereafter prior to the conveyance of the last Unit

Further, only Owners who are Members in Good Standing shall be eligible to be nominated, elected, or to serve on the Board, except that in the case of any Owner which is a partnership, corporation or limited liability company, including Developer, a designee shall be eligible if the Owner is a Member in Good Standing.

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Notice of all special meetings called pursuant to this Section for the purpose of holding Transition Elections shall be given not less than twenty nor more than thirty days prior to the date of the meeting.

4.04. Term of Office. Developer appointed Trustees A and B shall serve until their successors have been qualified and elected at the First Transition Election. Trustees A and B elected at the First Transition Election shall serve terms expiring at the annual meeting of the membership held in the second calendar year following the year in which the First Transition Election is held. Thereafter, Trustees A and B shall serve for two (2) year terms.

Developer - appointed Trustees C and D shall serve until their successors have been qualified and elected at the second Transition Election held pursuant to Section 4.03 herein. If (i) the first and second Transition Elections are held in the same calendar year or (ii) the second Transition Election is held in a calendar year in which the terms of Owner elected Trustees A and B expire, then Trustees C and D elected at the second Transition Election shall serve terms expiring at the annual meeting of the membership held in the third calendar year following the year in which the second Transition Election is held; otherwise Trustees C and D elected at the second Transition meeting shall serve terms expiring at the annual meeting of the membership held in the second calendar year following the year in which the second Transition Election is held. Thereafter, Trustees C and D shall serve for two year terms.

Developer - appointed Trustee E shall serve until his successor has been elected and qualified at the second or third Transition Election. The first Owner elected Trustee E

shall serve a term expiring upon the expiration of the terms of the Trustees C and D then in office. Thereafter, Trustee E shall serve for a two (2) year staggered term.

It is the purpose and intent hereof that subsequent to all Transition Elections, the election of Trustees A and B shall be held in alternate years to the election of Trustees C, D and E.

4.05. Removal of Members of the Board. At any duly held and constituted regular or special meeting of the Owners, any one or more Trustees may be removed with or without cause by vote of the Owners present, provided that the notice of the meeting expressly includes this item. A successor may then and there be elected by a majority of the remaining Trustees to fill the vacancy thus created. Each person so appointed shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor is duly elected and qualified. Any Trustee whose removal has been proposed shall be given an opportunity to be heard at the meeting but the failure of any Trustee to be a member in Good Standing for a period of thirty (30) days or more shall be grounds for automatic removal without any vote of the members.

Despite the foregoing, an Owner-elected Trustee cannot be removed except by a majority vote (in number) of the Owners present other than the Developer, but the failure of any Trustee to be a member in Good Standing for a period of thirty (30) days or more shall be grounds for automatic removal without any vote of the members. In the event that all of the Owner-elected Trustees are removed, successors shall be elected by the Owners other

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than the Developer in the manner set forth in Article IV, Section 4.03 herein to fill the vacancies thus created.

The provisions of this Section 4.05 shall not apply to any Trustee appointed by the Developer.

4.06. Vacancies. Vacancies on the Board caused by any reason other than the removal of a Trustee by a vote of the Owners shall be filled by a vote of a majority of the remaining Trustees, including the Developer's appointees, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a Trustee for the remainder of the term of the Trustee whose term he is being filling and until his successor shall have been duly elected and qualified. Despite the foregoing, until the first Transition Election, Developer shall have the right to fill. Owner-elected vacancies on the Board shall only be filled by Owners other than the Developer, whether same be elected pursuant to the provision herein, or of Section 4.05.

ARTICLE V

TRANSACTION OF BUSINESS BY THE BOARD OF TRUSTEES

5.01. Developer's Protective Provisions. After control of the Board is vested in Trustees elected by Members other than the Developer, and so long as the Developer owns at least one (1) Unit and holds same for sale in the ordinary course of business, the following shall apply and shall not be amended:

(1) Neither the Association nor its Board of Trustees shall take any action that will impair or adversely affect the rights of the Developer or cause the Developer

to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Units, or the assessment of the Developer for capital improvements or violate the provisions of the Affordable Housing Plan.

(2) The Association and its Board of Trustees shall continue the same level of maintenance, operation and services as provided immediately prior to the assumption of control of the Association and the Board of Trustees by Owners other than the Developer.

(3) In furtherance of the foregoing provisions, the Developer shall have the right to veto any and all actions of the Association or the Board which may have any direct or indirect detrimental impact upon the Developer as may be determined in the sole reasonable discretion of the Developer.

(4) The Developer shall exercise its veto right, in its sole and absolute discretion, within ten (10) days after its receipt of written notice that a resolution or other action is proposed or has been taken by the Association or its Board of Trustees. In such event, the Developer shall notify the Secretary of the Association of its exercise of its veto right and any such proposal or action shall be deemed null and void ab initio and of no further force or effect.

The aforementioned protective provisions shall be construed in accordance with and not in derogation of N.J.S. 46:8B-12.1 of the New Jersey Condominium Act and N.J.A.C. 5:26-8.4 of the regulations promulgated pursuant to the New Jersey Planned Real Estate Development

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Full Disclosure Act, N.J.S. 45:22A-21 et seq. And shall not be amended without the express written consent of the Developer.

5.02. Meeting of the Board; Notice to Trustees; Waiver of Notice. The first annual meeting of the Board shall be held within ten (10) days after the first annual meeting of the Owners and at such time and place as shall be fixed by a majority of the Board and no notice shall be necessary. Thereafter, regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board, but at least two (2) meetings shall be held each year. Notice of regular meetings of the Board shall be given to each Trustee by telephone, mail, or telegram at least three (3) days prior to the day of the meeting. Special meetings of the Board may be called by the President on three (3) days notice to each Trustee given by telephone, mail or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or the Secretary in like manner and on like notice on the written request of at least three (3) Trustees. Any Trustee may, at any time, waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by Trustees at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.03. Quorum and Adjourned Meetings. At all meetings of the Board, a majority of the Trustees shall constitute a quorum for the transaction of business and the votes of a majority of the Trustees present and voting at a meeting at which a quorum is

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present shall constitute a valid decision. If at any meeting of the Board there shall be less than a quorum present, the majority of those present shall adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice. The vote of a majority of those present at a Board meeting at which a quorum is present shall be necessary for valid action by the Board on any matter.

5.04. Joinder in Meetings by Approval of Minutes. The transaction of any business at any meeting of the Board, however called and noticed or wherever held, shall be valid as if transacted at a meeting duly held after regular call and notice, if (i) a quorum is present, and if (ii) either before or after the meeting, each Trustee signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof or of the resolution or act adopted at such meeting. All such waivers, consents or approval, shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though filed subsequent thereto.

5.05. Non-Waiver. All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board.

5.06. Consent in Lieu of Meeting and Vote. Despite anything to the contrary in these By-Laws, the Certificate of Incorporation or the Master Deed, and subject to N.J.S. 46:8B-13a, the entire Board of Trustees shall have the power to take action on any matter on

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which it is authorized to act, without the necessity of a formal meeting and vote if the entire Board, or all the Trustees empowered to act, whichever the case may be, shall consent in writing to such action.

5.07. Meetings Open to Owners; Notice. All Board Meetings, except conferences or working sessions at which no binding votes are to be taken, shall be open to attendance by all Owners, subject to those exceptions set forth in N.J.S. 46:8B-13a and N.J.A.C. 5:20-1.1, as now or hereafter amended. The Board may exclude or restrict attendance at those meetings, or portions of meetings, at which any of the following matters are to be discussed: 1) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; 2) any pending or anticipated litigation or contract negotiations; 3) any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer; or 4) any matter involving the employment, promotion, discipline or dismissal of a specific officer or employee of the Association. Adequate written notice of the time, place and the agenda, to the extent known, of all such open meetings shall be given by the Board to all Owners at least forty-eight (48) hours in advance of such meeting in the manner required by N.J.A.C. 5:20-1.2(b). Moreover, the Board shall also within seven (7) days following the Annual Meeting of the Association post, mail to newspapers and file with the administrator of the business office of the Association a schedule of the regular Board Meetings to be held in the succeeding year, as prescribed by N.J.A.C. 5:20-1.2(c) and make appropriate revisions thereto, all as required by N.J.A.C. 5:20-1.2(c)1.

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ARTICLE VI

POWERS AND DUTIES OF BOARD OF TRUSTEES

6.01. General Powers and Privileges. Subject to the Master Deed, or other instruments of creation, the Association may do all that 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 residents of the Condominium. The Association shall provide a fair and efficient procedure for the resolution of disputes between individual Owners and the Association, and between different Owners, that shall be readily available as an alternative to litigation.

The property, affairs and business of the Association shall be managed by the Board of Trustees, which shall have all those powers granted to it by the Certificate of Incorporation, the Master Deed, these By-Laws, and by law and/or the Affordable Housing Plan.

The Board shall have those powers, which include but which are not necessarily limited to the following, together with such other powers as may be provided herein or in the Master Deed, or which may be necessarily implied.

a. To employ, by contract or otherwise, a manager, managing agent or an independent contractor to oversee, supervise and carry out the responsibilities of the Board. Said manager or said independent contractor shall be compensated upon such terms as the Board deems necessary and proper; and

b. To employ any person, firm or corporation to repair, maintain or renovate the Common Elements of the Condominium; to lay pipes or culverts; to bury utilities; to put up lights or poles; to erect signs and traffic and safety controls of various sorts on said Property; and

c. To employ professional counsel and to obtain advice from persons, firms or corporations such as, but not limited to, landscape architects, architects, engineers, lawyers and accountants; and

d. To employ or contract for water and sewer, electricity and gas or other forms of utilities; cable or master antenna television; and

e. To employ all managerial personnel necessary, or enter into a managerial contract for the efficient discharge of the duties of the Board hereunder; and

f. To adopt, amend, and publish Rules and Regulations covering the details of the operation and use of the Common Elements including but not limited to pet controls; and

g. To secure full performance by all Owners or occupants of all items of maintenance for which they are responsible; and

h. To establish and enforce Rules and Regulations for parking by, Owners, subject to the provisions of the Master Deed, the Certificate of Incorporation and these By-Laws; and

i. To enforce obligations of the Owners and do anything and everything else necessary and proper for the sound management of the Condominium,

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including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, these By-Laws, or any Rules and Regulations; and

j. To borrow and repay monies giving notes, mortgages or other security upon such term or terms as it deems necessary; and

k. To invest and reinvest monies; sue and be sued; collect interest, dividends, and capital gains; exercise rights; pay taxes; make and enter into contracts; enter into leases or concessions; make and execute any and all proper affidavits for various purposes; compromise any action without leave of court; and all other powers contained herein, and those necessary and incidental thereto; and

l. To transfer, grant or obtain easements, licenses and other property rights with respect to the General Common Elements, in a manner not inconsistent with the rights of Owners; and

m. To purchase or lease or otherwise acquire in the name of the Association or its designees, corporate or otherwise, on behalf of all Owners within the Condominium, units offered for sale or lease or surrendered by their owners to the Board provided that the foregoing shall not be construed to constitute a right of first refusal; and

n. To purchase Units within the Condominium at foreclosure or other judicial sales in the name of the Association or its designees, corporate or otherwise, on behalf of all Owners; and

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o. To sell, lease, mortgage (but not vote the votes appurtenant thereto) or otherwise deal with Units acquired by the Association, and sublease any such Units leased by the Association or its designees, on behalf of all Owners subject to the provisions of the Affordable Housing Plan; and

p. To bring and defend actions by or against more than one Owner which are pertinent to the operation of the Condominium, the health, safety or general welfare of the Owners, or any other legal action to which the Owners may consent in accordance with these By-Laws; and

q. To appoint an Insurance Trustee, who shall not be a Member of the Association, an employee of the Developer, or the manager, who shall discharge his duties in accordance with these By-Laws. In the absence of such an appointment, the Board shall be responsible for the disposition of all insurance proceeds; and

r. To create, appoint members to and disband such committees as shall from time to time be deemed appropriate or necessary to aid the Board in the discharge of its duties, functions and powers; and

s. To comply with the Township of Green Brook Ordinance, as amended.

6.02. Duties and Responsibilities. It shall be the affirmative and perpetual obligation and duty of the Board to perform the following:

a. To cause the General and Limited Common Elements to be maintained according to accepted standards and as set forth in the Master Deed, including, but not limited to such maintenance painting, replacement and repair work as

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may be necessary, lawn maintenance and clearing of snow from roadways and walkways as the Board may deem appropriate. All repairs and replacements shall be substantially similar to the original application installation and shall be of first class quality; and

b. To investigate, hire, pay, supervise and discharge the personnel necessary to be employed, and provide the equipment and materials necessary, in order to properly maintain and operate the Common Elements. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Association; and

c. To cause to be kept a complete record of all its acts and corporate affairs and to present a summary report thereof to the Members at the annual meeting or at any special meeting when requested in writing at least twenty-one (21) days in advance by the Members entitled to cast at least twenty-five (25%) percent of the total votes of the Association; and

d. To allocate common surplus or make repairs, additions, improvements to, or restoration of the Common Elements in accordance with the provisions of these By-Laws and the Master Deed after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and

e. To take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises maintained by the Association placed thereon by any federal, state, county or municipal authority having

jurisdiction thereover, and order of the Board of Fire Underwriters or other similar bodies; and

f. To manage the fiscal affairs of the Association as hereinafter provided in Article VII; and

g. To place and keep in force all insurance coverages required to be maintained by the Association, applicable to its property and Members including, but not limited to:

(i) Physical Damage Insurance. To the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm and other risks normally included within all risk extended coverage, including vandalism and malicious mischief, insuring improvements existing within the Condominium, Common Elements and Unit betterments existing at the time of the initial conveyance, together with all service machinery appurtenant thereto, as well as common personalty belonging to the Association, and covering the interest of the Association, the Board, the Developer and all Owners and any Mortgage Holder who has requested the Association in writing to be named as loss payee, as their respective interests may appear, in an amount equal to the full replacement value of the Common Elements (exclusive of foundations and footings) and Unit betterments existing at the time of the initial conveyance. Each

policy shall contain a standard mortgagee clause in favor of each applicable Mortgage Holder, which shall provide that the loss, if any, thereunder, shall be payable to each applicable successors and assigns, as its interest may appear, subject to the loss payment provisions set forth in Article XI of the Master Deed. The aforesaid mortgage clause shall name as mortgagee either the Federal National Mortgage Association (FNMA) or its servicers in the event FNMA holds mortgages on any Units. When a servicer is named as the mortgagee, its name must be followed by the phrase "its successors and assigns." When a majority of the Board is elected by the Owners other than the Developer, prior to obtaining any renewal of a policy of fire insurance, the Board shall obtain an appraisal or other written evaluation of an insurance broker licensed to conduct business in New Jersey or other qualified expert as to the full replacement value of the Common Elements (exclusive of foundations and footings), and Unit betterments existing at the time of the initial conveyance of the Unit without deduction for depreciation, for the purposes of determining the amount of fire insurance to be obtained pursuant to this subparagraph. The amount of any deductible and the responsibility for payment of same shall be determined by the Board, in its sole discretion.

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(ii) Public Liability Insurance. To the extent obtainable in the normal commercial marketplace, public liability insurance for personal injury and death from accidents occurring within the Common Elements (and any other areas which the Board may deem advisable) and the defense of any actions brought by injury or death of a person or damage to property, occurring within such Common Elements and not arising by reason of any act or negligence of any individual Owner. Said insurance shall be in such limits as the Board may, from time to time, determine, covering each Member of the Board, the managing agent, the manager, and each Member, and shall also cover cross liability claims of one insured against another. Until the first meeting of the Board following the first annual meeting, such public liability insurance shall be in a single limit of not less than $1,000,000.00 covering all claims for personal injury or property damage arising out of any one occurrence. The Board shall review such limits once a year.

(iii) Trustees and Officers' Liability Insurance. To the extent obtainable in the normal commercial marketplace, liability insurance indemnifying the Trustees and Officers of the Condominium Association against liability for errors and omissions occurring in connection with the performance of their duties in an amount of at least $1,000,000.00 with any deductible amount to be in the sole discretion of the Board.

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(iv) Workers' Compensation Insurance. Workers' compensation and New Jersey disability benefits insurance as required by law.

(v) Vehicular Liability Insurance. To the extent obtainable in the normal commercial marketplace, vehicular liability insurance to cover all motor vehicles, if any, owned or operated by the Association.

(vi) Other Insurance. Such other insurance as the Board may determine.

All policies shall: (i) provide if possible for recognition of any insurance trust agreement of the Association and that adjustment of loss shall be made by the Board of Trustees with the approval of the Insurance Trustee, if any, and that the net proceeds thereof, if a reasonable figure given the size and nature of the project or less shall be payable to the Board, and if more than a reasonable figure given the size and nature of the project shall be payable to the Insurance Trustee if any; (ii) require that the proceeds of physical damage insurance be applied to the restoration of such Common Elements and such structural portions and service machinery as is required by the Master Deed and these By-Laws; (iii) to the extent obtainable contain agreed amount and inflation guard endorsements; construction code endorsement; demolition cost endorsement; contingent liability from operation of building laws endorsement and increased cost of construction endorsement; (iv) provide that the insurance will not be prejudiced by any act or omission of individual Members that are not under the control of the Association; (v) provide that the policy will be primary, even if insurance covering the same loss is held by any Member(s); (vi) to the extent obtainable contain waivers of subrogation and waivers of any defense based on

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co-insurance or of invalidity arising from any acts of the insured; and (vii) provide that such policies may not be canceled without at least thirty (30) days prior written notice to all of the named insureds, including all Owners and Eligible Mortgage Holders.

All policies shall show the named insured as: "Mountainview at Green Brook Condominium Association, Inc., for the use and benefit of the individual Owners' or the Association's Insurance Trustee, if any. The "loss payable" clause must show the Association or the Insurance Trustee, as a trustee for each Owner, mortgage holder or other loss payee. Also, the policies must require the insurer to notify in writing the Association, its Insurance Trustee and each Eligible Mortgage Holder or other entity named in the mortgage clause at least thirty (30) days before it substantially changes the Association's coverage.

The Board may determine, in its sole discretion, the amount of any deductible and the responsibility for payment of same as to any policy of insurance maintained under this subparagraph. Despite any other provisions of this subsection, the Association shall not be required to provide any type or amount of insurance not commonly available in the normal commercial marketplace.

Insurance proceeds from any casualty loss with respect to any Affordable Unit shall be collected by the Board as set forth in Article XI of the Master Deed and utilized and deemed to be a trust fund for the purpose of rebuilding, restoring and repairing the damaged or destroyed portions of the Affordable Units, in conformance with the original plans and specifications therefore and in accordance with all applicable codes. In the event there is any deficiency in the amount of insurance proceeds necessary to effect such repair or

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reconstruction the Association shall levy a special assessment upon all Owners in order to make up such deficiency. Any excess of insurance proceeds shall be utilized to reduce the Common Expense Assessments. The premiums for any and all insurance coverage maintained by the Association shall be a common expense of the Association.

Owners shall not be prohibited from carrying insurance for their own benefit provided that all such policies shall contain waivers of subrogation; and further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Owners.

ARTICLE VII

FISCAL MANAGEMENT

7.01. Budget; Common Expense Assessments. The Board shall prepare an annual Common Expense Budget which reflects the anticipated operating expenditures and repair and replacement reserve accumulation requirements for the next ensuing fiscal year of the Association. Common Expenses shall include, but not be limited to, the estimated costs for the operation, repair and maintenance of the Common Elements, the estimated costs for the operation of the Association, and any reserves for deferred maintenance, replacement or capital improvements of the Common Elements. The Board shall have the duty to collect from each Owner, his heirs, administrators, successors and assigns, as "Annual Common Expense Assessments", the proportionate part of the Annual Common Expenses assessed

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against such Owner as provided in the Master Deed, the Certificate of Incorporation, these By-Laws, and in accordance with applicable law.

While the Developer appoints a majority of the Board, it shall not cause the Association to make any additions, alterations, improvements or purchases not contemplated in the Public Offering Statement for the Condominium registered with the New Jersey Department of Community Affairs which would necessitate a special assessment or a substantial increase in the common expense assessment unless required by a governmental agency, title insurance company, mortgage lender or in the event of emergency.

7.02. Determination of Annual Common Expenses. The amount of monies for Annual Common Expenses deemed necessary by the Board and the manner of expenditure thereof, including but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board.

7.03. Disbursements. The Board shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by the Master Deed, Certificate of Incorporation, and applicable law.

7.04. Depositories. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such parties as are authorized by the Board, provided that a management agreement may include among its provisions authority for a manager to sign checks on behalf

of the Association for payment of the obligations of the Association, if the proper fidelity bond is furnished to the Association.

7.05. Accounts. The receipts and expenditures of the Association shall be Common Expense Assessments and Common Expenses respectively, and shall be credited and charged to accounts under the following classifications as the Board shall deem appropriate, all of which expenditures shall be Common Expenses:

(i) Current expenses, which shall include expenditures within the year for which the budget is made, including reasonable allowances for contingencies and working funds. Current expenses shall not include expenditures chargeable to reserves. At the end of each year, any unexpended amount remaining in this account shall be applied to reduce the assessments for current expenses for the succeeding year, or distributed to the Membership in the same manner as assessed, as the Board shall determine.

(ii) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(iii) Reserve for replacement, which shall include funds for repair or replacement of the Common Elements and those portions of the Common Elements for which repair or replacement is required because of damage, depreciation or obsolescence. The amounts in this account shall be allocated among each of the separate categories of replacement

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items, which amounts and items shall be determined in the sole discretion of the Board.

(iv) Reserves for capital improvements, which shall include the funds to be used for capital expenditures or for acquisition of additional personal property that will be part of the Common Elements.

(v) Operations, which shall include all funds from the use of the Common Elements or from any other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation or otherwise shall be used to reduce the assessments for current expenses for the year during the one in which the surplus is realized, or at the discretion of the Board, in the year following the one in which the surplus is realized. Losses from operations or otherwise shall be met by special assessments against Owners, which assessments may be made in advance in order to provide a working fund.

The Board of Trustees shall not be required to physically segregate the funds held in the above accounts, reserves for replacement and repair and escrow deposits, if any, which funds must be maintained in separate accounts. The Board may, in its sole discretion, maintain the remaining funds in one or more consolidated accounts. As to each consolidated account, the division into the various accounts set forth above need be made only on the Association's records.

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7.06. Reserves. The Board shall not be obligated to expend all of the reserves collected in any accounting period, and must maintain reasonable reserves for, among other things, repairs, replacements, emergencies, contingencies of bad weather or uncollected accounts. Despite anything herein to the contrary, the Board in its determination of the Common Expenses and the preparation of a budget shall specifically designate and identify that portion of the Common Expenses which is to be assessed against the Owners as a capital contribution and is allocable to reserves for each separate item of capital improvement of and to said property. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of its functions.

7.07. Notice; Emergencies. The Board shall give written notice to each Owner and Eligible Mortgage Holder of the amount estimated by the Board for Common Expenses for the management and operation of the Association for the next ensuing budget period, directed to the Owner at his last known address by ordinary mail, or by hand delivery. Said notice shall be conclusively presumed to have been delivered five (5) days after deposit in the United States mails. If an Annual Common Expense Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior year's Assessment, and monthly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event the Annual Common Expense Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board, provided that nothing herein shall serve to

prohibit or prevent the Board from imposing an Emergency Assessment in the case of any immediate need or emergency which cannot be met by funds earmarked for such contingency.

7.08. Acceleration of Assessment Installment Upon Default. If an Owner shall be in default less than thirty (30) days in the payment of an installment upon any type of assessment, the Board may notify the delinquent Owner that the remaining installments of the assessment shall be accelerated if the delinquent installment has not been paid by the date stated in the notice, which date shall not be less than five (5) days after delivery of the notice to the Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail. If default shall continue for a period of thirty (30) days after the giving of notice then the Board shall be required to give such notice. If default continues following the time for payment prescribed in the notice, then the Board shall be required to accelerate the remaining installments of the assessment and notify the delinquent owner that a lien for the accelerated amount shall be filed on a date certain stated in the notice if the accelerated balance has not then been paid. The lien for such accelerated assessment as permitted by law shall then be filed if the delinquent assessment has not been theretofore paid and the Board may also notify any holder holding a mortgage the Unit affected by such default or publish appropriate notice of such delinquency to the membership of the Association. If said default continues for a period of ninety (90) days then the Board may foreclose the foregoing lien pursuant to law and/or commence an independent suit against the appropriate parties to collect the Assessment.

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7.09. Interest and Counsel Fees. The Board at its option shall have the right in connection with the collection of any type of assessment, or other charge, to impose a late charge of any reasonable amount and/or interest at the legal maximum rate permitted by law for the payment of delinquent real estate taxes, if such payment is made after a date certain stated in such notice. In the event that the Board shall effectuate collection of said Assessments or charges by resort to counsel, and/or the filing of a lien, the Board may add to the aforesaid Assessments or charges reasonable sum as counsel fees, plus the reasonable costs for preparation, filing and discharge of the lien, in addition to such other costs as may be allowable by law.

7.10. Assessment of Expenses in Actions by or Against Association; Allocation of Awards.

(a) Common Expenses. In the case of any action or proceeding brought or defended by the Association or the Board pursuant to the provisions of the Master Deed, Certificate of Incorporation, By-Laws or any rules or regulation, the reasonable costs and expenses of preparation and litigation, including attorneys' fees, shall be a Common Expense allocated to all Owners other than the Developer.

All Common Expense Assessments received and to be received by the Board, for the purpose of paying any judgment obtained against the Association or the Board and the right to receive such funds, shall constitute trust funds and the

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same shall be expended first for such purpose before expending any part of the same for any other purpose.

b. Allocation of Awards. Money judgments recovered by the Association in any action or proceeding brought hereunder, including costs, penalties or damages shall be deemed a special fund to be applied to (1) the payment of unpaid litigation expenses; (2) Common Expense Assessments, if the recovery thereof was the purpose of the litigation; (3) repair or reconstruction of the Common Elements if recovery of damages to same was the purpose for the litigation; and (4) any amount not applied to (1), (2) and (3) aforesaid shall at the discretion of the Board be treated either as (i) a common surplus which shall be allocated and distributed pursuant to the provisions of Section 6.03 of the Master Deed or (ii) a set off against the Common Expense Assessments generally. Despite the foregoing, if an Owner(s), the Board or any other person or legal entity affected by any such distribution, shall assert that the damages sustained by an Owner(s) was disproportionate to his allocated amount of any common surplus, the matter shall be submitted to binding arbitration in accordance with Article XV hereof.

c. Recovery by Owner. In the event that an Owner(s) succeeds in obtaining a judgment or order against the Association or the Board, then in addition to any other sums to which said Owner(s) would otherwise be entitled by such judgment or order, he or they shall also be entitled to the restitution or

recovery of any sums paid to the Board as Common Expense Assessments for litigation expenses in relation to said action or proceeding.

7.11. Power of Attorney to Permitted Mortgage Holder. In the event the Board shall not cause the enforcement procedures provided in Sections 7.07 and 7.08 above to be implemented within the time provided, any Permitted Mortgage Holder for any Unit as to which there shall be such unpaid Common Expense Assessments is hereby irrevocably granted a power of attorney to commence such actions and to invoke such other remedies, all in the name of the Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

7.12. Annual Audit. The Board shall submit the books, records and memoranda of the Association to an annual audit by an independent certified public accountant who shall audit the same and render a report thereon in writing to the Board and in summary form to the Owners and such Eligible Mortgage Holders or other persons, firms or corporations as may be entitled to same. While the Developer maintains a majority of the Board, the Developer shall have an annual audit of Association funds prepared by an independent public accountant, a copy of which report shall be delivered to each Owner within ninety (90) days of the expiration of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts.

7.13. Examination of Books. Each Owner shall be permitted to examine the books of account of the Board by appointment in the offices of the Association or such other place as may be designated therefor by the Board at a reasonable time on business days;

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provided, however, that the Treasurer has been given at least ten (10) days prior written notice of the Owner's desire to make such an examination.

7.14. Fidelity Bonds. Fidelity bonds shall be required by the Board from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board in its sole discretion. The premium on such bonds shall be paid by the Association. While the Developer maintains a majority of representation on the Board, he shall post a fidelity bond or other guarantee acceptable to the New Jersey Department of Community Affairs in an amount equal to the annual budget. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves.

ARTICLE VIII
OFFICERS

8.01. Designation. The principal officers of the Association shall be a President, a Vice-President, both of whom shall be Members of the Board, a Secretary and a Treasurer. The Board may also appoint such other Assistant Treasurers and Assistant Secretaries as in its judgment may be necessary. Any two (2) offices, except that of President and Vice-President, may be held by one person.

8.02. Election of Officers. The officers of the Association shall be elected annually by the Board at its first meeting following each annual meeting and such officers shall hold office at the pleasure of the Board.

8.03. Removal of Officers. Upon an affirmative vote of a majority of the full number of Trustees, any officer may be removed, either with or without cause, after

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opportunity for a hearing, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

8.04. Duties and Responsibilities of Officers.

(a) The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all the general powers and duties which are usually vested in the office of President of an Association.

(b) The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other Trustee to so do on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

(c) The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

(d) The Treasurer shall have the responsibility for the custody of Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other

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valuable effects in the name and to the credit of the Association in such depositories as may from time to time be authorized by the Board.

8.05. Other Duties and Powers. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

8.06. Eligibility of Trustees. Nothing herein contained shall prohibit a Trustee from being an officer.

ARTICLE IX

COMPENSATION, INDEMNIFICATION AND EXCULPATION

9.01. Compensation. No compensation shall be paid to the President or the Vice President or any Trustee, or committee member for acting as such officer or Trustee. The Secretary and/or Treasurer may be compensated for their services if the Board determines that such compensation is appropriate. Nothing herein stated shall prevent any officer, Trustee or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association, provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board.

9.02. Indemnification. Each Trustee, officer or committee member of the Association, shall be indemnified by the Association against the actual amount of net loss including counsel fees, reasonably incurred by or imposed upon him in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a Trustee, officer, or committee member of the Association, except as to matters for which

he shall be ultimately found in such action to be liable for gross negligence or willful misconduct. In the event of a settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct.

9.03. Exculpation. Unless acting in bad faith, neither the Board as a body nor any Trustee, officer, or committee member shall be personally liable to any Owner in any respect for any action or lack of action arising out of the execution of his office. Each Owner shall be bound by the good faith actions of the Board, officers and committee members of the Association, in the execution of the duties and powers of said Trustees, officers and committee members. Nothing contained herein shall be construed so as to exculpate members of the Board of Trustees including those appointed by the Developer, from discharging their fiduciary responsibilities.

ARTICLE X

ENFORCEMENT

10.01. Enforcement. The Board shall have the power, at its sole option, to enforce the terms of this instrument or any Rule or Regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted

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authorities; or by taking any other action before any court, summary or otherwise, before any court, as may be provided by law.

10.02. Fines. To the extent now or hereafter permitted by the law of the State of New Jersey, the Board shall also have the power to levy fines against any Owner(s) for violation(s) of any Rule or Regulation of the Association or for any covenants or restrictions contained in the Master Deed or By-Laws, except that no fine may be levied for more than the maximum amount presently contemplated under N.J.S.A 46:8B-15 (l) for any one violation; provided, however, that for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any Owner(s) involved as if the fine were a Common Expense owed by the particular Owner(s). Despite the foregoing, before any fine is imposed by the Board, the Owner involved shall be given at least ten (10) days prior written notice and afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

10.03. Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

10.04. Cause of Action against Association. Subject to the mediation requirement, set forth below, Owners shall have a cause of action, to the extent permitted by the laws of this State, against the Association for any material failure to act in accordance with the Master Deed, Certificate of Incorporation, the By-laws, any Rules or Regulations

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or any formal decisions of the Association. Any dispute between or among Owners or with the Association, other than collection matters, must first be submitted to mediation before any litigation is commenced with respect to the dispute in question, all as contemplated by N.J.S. 45:22A-44(c). Such mediation shall be conducted in accordance with the Alternative Dispute Resolution Procedures of the Association formally established by the Board.

ARTICLE XI

AMENDMENTS

These By-laws 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 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% of the votes entitled to be cast in person or by proxy, except that:

(i) first annual meeting may not be advanced;

(ii) first Board (including replacements in case of vacancies) may not be enlarged or removed;

(iii) 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;

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(iv) no such new By-Law, amendment or repeal shall in any way affect the Developer, unless the Developer, or its successor, has given its prior written consent thereto; and

(v) No amendment shall revoke or diminish the delegation of any power or duty to the Board.

ARTICLE XII

CONFLICT; INVALIDITY

12.01. Conflict. Despite anything to the contrary herein, if any provision of these By-Laws is in conflict with or contradiction of the Master Deed, the Certificate of Incorporation or with any provisions of the Affordable Housing Plan or any applicable government requirements or permits, then the requirements of the Affordable Housing Plan and such government requirements, said Master Deed, Certification of Incorporation or law shall be deemed controlling.

12.02. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability or affect the validity of the remaining provisions of the By-Laws.

ARTICLE XIII

NOTICE

Any notice required to be sent to any Owner under the provisions of the Master Deed or Certificate of Incorporation or these By-Laws shall be deemed to have been properly sent and notice thereby given, when mailed, by regular post with postage prepaid,

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addressed to the Owner at the last known post office address of the person who appears as a member on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Unit shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary of the Association in writing of any change of address..Valid notice may also be given to Owners by (i) personal delivery to any occupant of said Unit over 14 years of age or (ii) by affixing said notice to or sliding same under the front door of any Unit.

ARTICLE XIV

CIVIL ACTION FOR DAMAGES

The Association shall not be liable in any civil action brought by or on behalf of an Owner to respond in damages as a result of bodily injury to the Owner occurring on the premises of the Association except as the result of its willful, wanton, or grossly negligent act of commission or omission.

ARTICLE XV

ARBITRATION

Any arbitration provided for in these By-Laws shall be conducted before one arbitrator in Somerset County, New Jersey by the American Arbitration Association, in accordance with its rules then obtaining and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. All expenses of arbitration hereunder including the fees and expenses of counsel and experts shall be Common Expenses.

ARTICLE XVI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Mountainview at Green Brook Condominium Association, Inc."

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EXHIBIT 1F

SCHEDULE OF PERCENTAGE INTEREST IN THE COMMON ELEMENTS

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EXHIBIT F
SCHEDULE OF PERCENT INTEREST IN COMMON ELEMENTS

UNIT ID #	BLDG. #	UNIT TYPE	UNIT NAME	ANTICIPATED MAILING ADDRESS	% OF OWNERSHIP
152	1	700	The Uplander	52 King George Road	0.4132
154	1	701	The Ledgemont	54 King George Road	0.4132
156	1	700	The Uplander	56 King George Road	0.4132
158	1	701	The Ledgemont	58 King George Road	0.4132
160	1	603	The Hillsider	60 King George Road	0.4132
244	2	606	The Fairview	44 King George Road	0.4132
246	2	605	The Ridgeside	46 King George Road	0.4132
248	2	604	The Crestline	48 King George Road	0.4132
250	2	607	The Overlook	50 King George Road	0.4132
302	3	603	The Hillsider	3002 King Court	0.4132
304	3	700	The Uplander	3004 King Court	0.4132
306	3	701	The Ledgemont	3006 King Court	0.4132
308	3	700	The Uplander	3008 King Court	0.4132
310	3	701	The Ledgemont	3010 King Court	0.4132
312	3	700	The Uplander	3012 King Court	0.4132
314	3	701	The Ledgemont	3014 King Court	0.4132
316	3	700	The Uplander	3016 King Court	0.4132
318	3	701	The Ledgemont	3018 King Court	0.4132
320	3	603	The Hillsider	3020 King Court	0.4132
402	4	603	The Hillsider	1002 Shadowlawn Drive	0.4132
404	4	700	The Uplander	1004 Shadowlawn Drive	0.4132
406	4	701	The Ledgemont	1006 Shadowlawn Drive	0.4132
408	4	700	The Uplander	1008 Shadowlawn Drive	0.4132
410	4	701	The Ledgemont	1010 Shadowlawn Drive	0.4132
412	4	603	The Hillsider	1012 Shadowlawn Drive	0.4132
514	5	603	The Hillsider	1014 Shadowlawn Drive	0.4132
516	5	700	The Uplander	1016 Shadowlawn Drive	0.4132
518	5	701	The Ledgemont	1018 Shadowlawn Drive	0.4132
520	5	700	The Uplander	1020 Shadowlawn Drive	0.4132
522	5	701	The Ledgemont	1022 Shadowlawn Drive	0.4132
524	5	700	The Uplander	1024 Shadowlawn Drive	0.4132
526	5	701	The Ledgemont	1026 Shadowlawn Drive	0.4132
602	6	603	The Hillsider	102 Wallace Court	0.4132
604	6	700	The Uplander	104 Wallace Court	0.4132
606	6	701	The Ledgemont	106 Wallace Court	0.4132
608	6	700	The Uplander	108 Wallace Court	0.4132
610	6	701	The Ledgemont	110 Wallace Court	0.4132
612	6	603	The Hillsider	112 Wallace Court	0.4132

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EXHIBIT F
SCHEDULE OF PERCENT
INTEREST IN COMMON ELEMENTS

UNIT ID #	BLDG. #	UNIT TYPE	UNIT NAME	ANTICIPATED MAILING ADDRESS	% OF OWNERSHIP
714	7	700	The Uplander	114 Wallace Court	0.4132
716	7	701	The Ledgemont	116 Wallace Court	0.4132
718	7	700	The Uplander	118 Wallace Court	0.4132
720	7	701	The Ledgemont	120 Wallace Court	0.4132
722	7	700	The Uplander	122 Wallace Court	0.4132
724	7	701	The Ledgemont	124 Wallace Court	0.4132
726	7	700	The Uplander	126 Wallace Court	0.4132
728	7	701	The Ledgemont	128 Wallace Court	0.4132
830	8	700	The Uplander	130 Wallace Court	0.4132
832	8	701	The Ledgemont	132 Wallace Court	0.4132
834	8	700	The Uplander	134 Wallace Court	0.4132
836	8	701	The Ledgemont	136 Wallace Court	0.4132
838	8	700	The Uplander	138 Wallace Court	0.4132
840	8	701	The Ledgemont	140 Wallace Court	0.4132
842	8	700	The Uplander	142 Wallace Court	0.4132
844	8	701	The Ledgemont	144 Wallace Court	0.4132
846	8	700	The Uplander	146 Wallace Court	0.4132
848	8	701	The Ledgemont	148 Wallace Court	0.4132
850	8	603	The Hillsider	150 Wallace Court	0.4132
917	9	607	The Overlook	117 Wallace Court	0.4132
919	9	607	The Overlook	119 Wallace Court	0.4132
1001	10	608	The Overlook	101 Wallace Court	0.4132
1003	10	605	The Ridgeside	103 Wallace Court	0.4132
1005	10	604	The Crestline	105 Wallace Court	0.4132
1007	10	608	The Valleyview	107 Wallace Court	0.4132
1009	10	605	The Ridgeside	109 Wallace Court	0.4132
1011	10	608	The Valleyview	111 Wallace Court	0.4132
1013	10	605	The Ridgeside	113 Wallace Court	0.4132
1015	10	607	The Valleyview	115 Wallace Court	0.4132
1176	11	603	The Hillsider	1076 Shadowlawn Drive	0.4132
1178	11	700	The Uplander	1078 Shadowlawn Drive	0.4132
1180	11	701	The Ledgemont	1080 Shadowlawn Drive	0.4132
1182	11	700	The Uplander	1082 Shadowlawn Drive	0.4132
1184	11	701	The Ledgemont	1084 Shadowlawn Drive	0.4132
1186	11	603	The Hillsider	1086 Shadowlawn Drive	0.4132
1252	12	700	The Uplander	1052 Shadowlawn Drive	0.4132
1254	12	701	The Ledgemont	1054 Shadowlawn Drive	0.4132
1256	12	700	The Uplander	1056 Shadowlawn Drive	0.4132
1258	12	701	The Ledgemont	1058 Shadowlawn Drive	0.4132
1260	12	700	The Uplander	1060 Shadowlawn Drive	0.4132
1262	12	701	The Ledgemont	1062 Shadowlawn Drive	0.4132
1264	12	700	The Uplander	1064 Shadowlawn Drive	0.4132
1266	12	701	The Ledgemont	1066 Shadowlawn Drive	0.4132

EXHIBIT F
SCHEDULE OF PERCENT INTEREST IN COMMON ELEMENTS

UNIT ID #	BLDG. #	UNIT TYPE	UNIT NAME	ANTICIPATED MAILING ADDRESS	% OF OWNERSHIP
1268	12	700	The Uplander	1068 Shadowlawn Drive	0.4132
1270	12	701	The Ledgemont	1070 Shadowlawn Drive	0.4132
1272	12	700	The Uplander	1072 Shadowlawn Drive	0.4132
1274	12	701	The Ledgemont	1074 Shadowlawn Drive	0.4132
1328	13	700	The Uplander	1028 Shadowlawn Drive	0.4132
1330	13	701	The Ledgemont	1030 Shadowlawn Drive	0.4132
1332	13	700	The Uplander	1032 Shadowlawn Drive	0.4132
1334	13	701	The Ledgemont	1034 Shadowlawn Drive	0.4132
1336	13	700	The Uplander	1036 Shadowlawn Drive	0.4132
1338	13	701	The Ledgemont	1038 Shadowlawn Drive	0.4132
1340	13	700	The Uplander	1040 Shadowlawn Drive	0.4132
1342	13	701	The Ledgemont	1042 Shadowlawn Drive	0.4132
1344	13	700	The Uplander	1044 Shadowlawn Drive	0.4132
1346	13	701	The Ledgemont	1046 Shadowlawn Drive	0.4132
1348	13	700	The Uplander	1048 Shadowlawn Drive	0.4132
1350	13	701	The Ledgemont	1050 Shadowlawn Drive	0.4132
1401	14	607	The Overlook	1001 Shadowlawn Drive	0.4132
1403	14	604	The Crestline	1003 Shadowlawn Drive	0.4132
1405	14	608	The Valleyview	1005 Shadowlawn Drive	0.4132
1407	14	605	The Ridgeside	1007 Shadowlawn Drive	0.4132
1409	14	604	The Crestline	1009 Shadowlawn Drive	0.4132
1411	14	608	The Valleyview	1011 Shadowlawn Drive	0.4132
1413	14	605	The Ridgeside	1013 Shadowlawn Drive	0.4132
1415	14	606	The Fairview	1015 Shadowlawn Drive	0.4132
1517	15	606	The Fairview	1017 Shadowlawn Drive	0.4132
1519	15	605	The Ridgeside	1019 Shadowlawn Drive	0.4132
1521	15	604	The Crestline	1021 Shadowlawn Drive	0.4132
1523	15	608	The Valleyview	1023 Shadowlawn Drive	0.4132
1525	15	604	The Crestline	1025 Shadowlawn Drive	0.4132
1527	15	607	The Overlook	1027 Shadowlawn Drive	0.4132
1629	16	608	The Valleyview	1029 Shadowlawn Drive	0.4132
1631	16	608	The Valleyview	1031 Shadowlawn Drive	0.4132
1633	16	605	The Ridgeside	1033 Shadowlawn Drive	0.4132
1635	16	608	The Valleyview	1035 Shadowlawn Drive	0.4132
1637	16	605	The Ridgeside	1037 Shadowlawn Drive	0.4132
1639	16	605	The Ridgeside	1039 Shadowlawn Drive	0.4132
1641	16	604	The Crestline	1041 Shadowlawn Drive	0.4132
1643	16	606	The Fairview	1043 Shadowlawn Drive	0.4132
1745	17	607	The Overlook	1045 Shadowlawn Drive	0.4132
1747	17	608	The Valleyview	1047 Shadowlawn Drive	0.4132
1749	17	605	The Ridgeside	1049 Shadowlawn Drive	0.4132
1751	17	605	The Ridgeside	1051 Shadowlawn Drive	0.4132
1753	17	605	The Ridgeside	1053 Shadowlawn Drive	0.4132

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EXHIBIT F
SCHEDULE OF PERCENT INTEREST IN COMMON ELEMENTS

UNIT ID #	BLDG. #	UNIT TYPE	UNIT NAME	ANTICIPATED MAILING ADDRESS	% OF OWNERSHIP
1755	17	607	The Overlook	1055 Shadowlawn Drive	0.4132
1800	18	700	The Uplander	1100 Shadowlawn Drive	0.4132
1802	18	701	The Ledgemont	1102 Shadowlawn Drive	0.4132
1804	18	603	The Hillsider	1104 Shadowlawn Drive	0.4132
1888	18	700	The Uplander	1088 Shadowlawn Drive	0.4132
1890	18	701	The Ledgemont	1090 Shadowlawn Drive	0.4132
1892	18	700	The Uplander	1092 Shadowlawn Drive	0.4132
1894	18	701	The Ledgemont	1094 Shadowlawn Drive	0.4132
1896	18	700	The Uplander	1096 Shadowlawn Drive	0.4132
1898	18	701	The Ledgemont	1098 Shadowlawn Drive	0.4132
1906	19	700	The Uplander	1106 Shadowlawn Drive	0.4132
1908	19	701	The Ledgemont	1108 Shadowlawn Drive	0.4132
1910	19	700	The Uplander	1110 Shadowlawn Drive	0.4132
1912	19	701	The Ledgemont	1112 Shadowlawn Drive	0.4132
1914	19	700	The Uplander	1114 Shadowlawn Drive	0.4132
1916	19	701	The Ledgemont	1116 Shadowlawn Drive	0.4132
1918	19	700	The Uplander	1118 Shadowlawn Drive	0.4132
1920	19	701	The Ledgemont	1120 Shadowlawn Drive	0.4132
1922	19	700	The Uplander	1122 Shadowlawn Drive	0.4132
1924	19	701	The Ledgemont	1124 Shadowlawn Drive	0.4132
1926	19	700	The Uplander	1126 Shadowlawn Drive	0.4132
1928	19	701	The Ledgemont	1128 Shadowlawn Drive	0.4132
2042	20	700	The Uplander	3042 King Court	0.4132
2044	20	701	The Ledgemont	3044 King Court	0.4132
2046	20	700	The Uplander	3046 King Court	0.4132
2048	20	701	The Ledgemont	3048 King Court	0.4132
2050	20	700	The Uplander	3050 King Court	0.4132
2052	20	701	The Ledgemont	3052 King Court	0.4132
2054	20	700	The Uplander	3054 King Court	0.4132
2056	20	701	The Ledgemont	3056 King Court	0.4132
2122	21	603	The Hillsider	3022 King Court	0.4132
2124	21	700	The Uplander	3024 King Court	0.4132
2126	21	701	The Ledgemont	3026 King Court	0.4132
2128	21	700	The Uplander	3028 King Court	0.4132
2130	21	701	The Ledgemont	3030 King Court	0.4132
2132	21	700	The Uplander	3032 King Court	0.4132
2134	21	701	The Ledgemont	3034 King Court	0.4132
2136	21	700	The Uplander	3036 King Court	0.4132
2138	21	701	The Ledgemont	3038 King Court	0.4132
2140	21	603	The Hillsider	3040 King Court	0.4132
2265	22	606	The Fairview	1065 Shadowlawn Drive	0.4132
2267	22	604	The Crestline	1067 Shadowlawn Drive	0.4132
2269	22	604	The Crestline	1069 Shadowlawn Drive	0.4132

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EXHIBIT F
SCHEDULE OF PERCENT INTEREST IN COMMON ELEMENTS

UNIT ID #	BLDG. #	UNIT TYPE	UNIT NAME	ANTICIPATED MAILING ADDRESS	% OF OWNERSHIP
2271	22	604	The Crestline	1071 Shadowlawn Drive	0.4132
2273	22	605	The Ridgeside	1073 Shadowlawn Drive	0.4132
2275	22	606	The Fairview	1075 Shadowlawn Drive	0.4132
2357	23	607	The Overlook	1057 Shadowlawn Drive	0.4132
2359	23	604	The Crestline	1059 Shadowlawn Drive	0.4132
2361	23	605	The Ridgeside	1061 Shadowlawn Drive	0.4132
2363	23	606	The Fairview	1063 Shadowlawn Drive	0.4132
2418	24	700	The Uplander	18 Dudley Court	0.4132
2420	24	701	The Ledgemont	20 Dudley Court	0.4132
2422	24	700	The Uplander	22 Dudley Court	0.4132
2424	24	701	The Ledgemont	24 Dudley Court	0.4132
2502	25	700	The Uplander	2 Dudley Court	0.4132
2504	25	701	The Ledgemont	4 Dudley Court	0.4132
2506	25	700	The Uplander	6 Dudley Court	0.4132
2508	25	701	The Ledgemont	8 Dudley Court	0.4132
2510	25	700	The Uplander	10 Dudley Court	0.4132
2512	25	701	The Ledgemont	12 Dudley Court	0.4132
2514	25	700	The Uplander	14 Dudley Court	0.4132
2516	25	701	The Ledgemont	16 Dudley Court	0.4132
2625	26	606	The Fairview	3025 King Court	0.4132
2627	26	605	The Ridgeside	3027 King Court	0.4132
2629	26	604	The Crestline	3029 King Court	0.4132
2631	26	608	The Valleyview	3031 King Court	0.4132
2633	26	604	The Crestline	3033 King Court	0.4132
2635	26	605	The Ridgeside	3035 King Court	0.4132
2637	26	605	The Ridgeside	3037 King Court	0.4132
2639	26	606	The Fairview	3039 King Court	0.4132
2709	27	606	The Fairview	3009 King Court	0.4132
2711	27	605	The Ridgeside	3011 King Court	0.4132
2713	27	604	The Crestline	3013 King Court	0.4132
2715	27	605	The Ridgeside	3015 King Court	0.4132
2717	27	604	The Crestline	3017 King Court	0.4132
2719	27	605	The Ridgeside	3019 King Court	0.4132
2721	27	605	The Ridgeside	3021 King Court	0.4132
2723	27	606	The Fairview	3023 King Court	0.4132
2801	28	606	The Fairview	3001 King Court	0.4132
2803	28	605	The Ridgeside	3003 King Court	0.4132
2805	28	605	The Ridgeside	3005 King Court	0.4132
2807	28	608	The Valleyview	3007 King Court	0.4132
2922	29	700	The Uplander	1022 Robin Court	0.4132
2924	29	701	The Ledgemont	1024 Robin Court	0.4132

EXHIBIT F
SCHEDULE OF PERCENT INTEREST IN COMMON ELEMENTS

UNIT ID #	BLDG. #	UNIT TYPE	UNIT NAME	ANTICIPATED MAILING ADDRESS	% OF OWNERSHIP
2926	29	700	The Uplander	1026 Robin Court	0.4132
2928	29	701	The Ledgemont	1028 Robin Court	0.4132
2930	29	700	The Uplander	1030 Robin Court	0.4132
2932	29	701	The Ledgemont	1032 Robin Court	0.4132
2934	29	700	The Uplander	1034 Robin Court	0.4132
2936	29	701	The Ledgemont	1036 Robin Court	0.4132
2938	29	700	The Uplander	1038 Robin Court	0.4132
2940	29	701	The Ledgemont	1040 Robin Court	0.4132
2942	29	700	The Uplander	1042 Robin Court	0.4132
2944	29	701	The Ledgemont	1044 Robin Court	0.4132
3002	30	603	The Hillsider	1002 Robin Court	0.4132
3004	30	700	The Uplander	1004 Robin Court	0.4132
3006	30	701	The Ledgemont	1006 Robin Court	0.4132
3008	30	700	The Uplander	1008 Robin Court	0.4132
3010	30	701	The Ledgemont	1010 Robin Court	0.4132
3012	30	700	The Uplander	1012 Robin Court	0.4132
3014	30	701	The Ledgemont	1014 Robin Court	0.4132
3016	30	700	The Uplander	1016 Robin Court	0.4132
3018	30	701	The Ledgemont	1018 Robin Court	0.4132
3020	30	603	The Hillsider	1020 Robin Court	0.4132
3101	31	BT	The Bedford Terrace	1001 Robin Court	0.2068
3103	31	C2	The Carlisle	1003 Robin Court	0.2068
3105	31	B	The Bedford	1005 Robin Court	0.2068
3107	31	C2	The Carlisle	1007 Robin Court	0.2068
3109	31	B	The Bedford	1009 Robin Court	0.2068
3111	31	C2	The Carlisle	1011 Robin Court	0.2068
3113	31	B	The Bedford	1013 Robin Court	0.2068
3115	31	C2	The Carlisle	1015 Robin Court	0.2068
3117	31	B	The Bedford	1017 Robin Court	0.2068
3119	31	BT	The Bedford Terrace	1019 Robin Court	0.2068
3121	31	AT	The Andover Terrace	1021 Robin Court	0.2068
3123	31	B	The Bedford	1023 Robin Court	0.2068
3125	31	A	The Andover	1025 Robin Court	0.2068
3127	31	B	The Bedford	1027 Robin Court	0.2068
3129	31	A	The Andover	1029 Robin Court	0.2068
3131	31	B	The Bedford	1031 Robin Court	0.2068
3133	31	A	The Andover	1033 Robin Court	0.2068
3135	31	B	The Bedford	1035 Robin Court	0.2068
3137	31	A	The Andover	1037 Robin Court	0.2068
3139	31	C1-T	The Crofton Terrace	1039 Robin Court	0.2068
3141	31	C1	The Crofton	1041 Robin Court	0.2068
3143	31	C2	The Carlisle	1043 Robin Court	0.2068
3145	31	C1	The Crofton	1045 Robin Court	0.2068
3147	31	C2	The Carlisle	1047 Robin Court	0.2068
3149	31	C1	The Crofton	1049 Robin Court	0.2068
3151	31	C2	The Carlisle	1051 Robin Court	0.2068

EXHIBIT F
SCHEDULE OF PERCENT
INTEREST IN COMMON ELEMENTS

UNIT ID #	BLDG. #	UNIT TYPE	UNIT NAME	ANTICIPATED MAILING ADDRESS	% OF OWNERSHIP
3153	31	C1	The Crofton	1053 Robin Court	0.2068
3155	31	C2	The Carlisle	1055 Robin Court	0.2068

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Exhibits. Attached hereto and made a part hereof are the following exhibits:

EXHIBIT "A" - Legal Description of the Condominium Property

EXHIBIT "B" - Final Plat & Site Plan of the Condominium Property

EXHIBIT "C" - Architectural Drawings of the Units and Buildings

EXHIBIT "D" - Certificate of Incorporation of Mountainview at Green Brook Condominium Association, Inc.

EXHIBIT "E" - By-Laws of Mountainview at Green Brook Condominium Association, Inc.

EXHIBIT "F" - Schedule of Percentage Interest in the Common Elements

IN WITNESS WHEREOF, Developer has caused this instrument to be executed by their duly authorized partners and proper officers, respectively, this 22nd day of October, 1999.

ATTEST:

BAKER RESIDENTIAL LIMITED PARTNERSHIP,
a Connecticut limited partnership
By: Baker Companies, Inc., General Partner

Elaine D. Sirois, Secretary

By: Christopher T. Baker, Vice President

STATE OF NEW YORK)
)SS.: Pleasantville
COUNTY OF WESTCHESTER)

BE IT REMEMBERED, that on this 22nd day of October, 1999, before me, the subscriber, the undersigned authority personally appeared Christopher T. Baker, who being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Vice President of Baker Companies, Inc., named within this Instrument; the Managing General Partner of Baker Residential Limited Partnership; that Elaine D. Sirois is the

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Secretary 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 Trustees of said Corporation; that the deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Vice President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Elaine D. Sirois

Elaine D. Sirois

Sworn and Subscribed to before me
this 22nd day of October, 1999.

JUDI L. PAGE
Notary Public, State of New York
No. 01PA5083772
Qualified in Westchester County
Commission Expires December 28, 1999

61609.2

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ALL-STATE LEGAL A DIVISION OF ALL-STATE INTERNATIONAL INC.
FORM NO.: 67163-SF • 67163-SL • 67165-GY • 67165-WH

MASTER DEED

FOR

MOUNTAINVIEW AT GREEN BROOK

CONDOMINIUM

DATED: October 22, 1999

RECORD AND RETURN TO:

Wendell A. Smith, Esq.
GREENBAUM, ROWE, SMITH,
RAVIN, DAVIS & HIMMEL LLP
COUNSELLORS AT LAW
METRO CORPORATE CAMPUS I
P. O. BOX 5600
WOODBRIDGE, NEW JERSEY 07095-0988

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END OF DOCUMENT

99172.9 4pp Mackenson

Prepared by: Cindy McArdle

AFFORDABLE UNIT DEED

THIS DEED, made on SEP 18 2000

between **BAKER RESIDENTIAL LIMITED PARTNERSHIP, a Connecticut limited partnership,** having its principal office at 485 Washington Avenue, Pleasantville, New York and a New Jersey office at 103 American Road, Morris Plains, Morris County, New Jersey (the "Grantor")

and **Lori Allison Rossi,** (the "Grantee")
about to reside at 1001 Robin Court, Green Brook, New Jersey 08812

WITNESS:

The Grantor, in consideration of --Seventy One Thousand Nine Hundred Ninety and no/100--

*** $71,990.00 ***

paid by the Grantee to the Grantor at or before the delivery of this Deed, the receipt of which the Grantor acknowledges, does by this Deed grant, bargain, sell and convey to the Grantee forever:

COUNTY OF SOMERSET
CONSIDERATION $ 71,990.00
REALTY TRANSFER FEE $ 719.90
DATE 9-22-00 BY SLR

Tax Map Reference: (N.J.S.A 46:15-2.1) Township of Green Brook Block No. 95 Lot 3 and 3.01.

Property: The unit ("Unit") designated and described as **Affordable Unit No. 3101** in the Master Deed (the "Master Deed") establishing a plan for condominium ownership of the land (the "Land") and buildings (the "Buildings") comprising **Mountainview at Green Brook, A Condominium** (collectively, the "Condominium"), made by the Grantor and the Grantee pursuant to the Condominium Act, N.J.S.A. 46:8B-1 et seq., dated October 22, 1999, and recorded in the Office of the Clerk of Somerset County on November 9, 1999, in Book 2267, at page 167, together with an undivided **.2068%** percent interest in the Common Elements as defined in the Master Deed. The Land is described on Exhibit "A" attached to the Master Deed.

TOGETHER with an easement for the continuance of all encroachments by the Unit on any other Units or Common Elements now or hereafter existing as a result of construction of the Buildings, settling or shifting of the Buildings, repair or restoration of the Buildings or of the Unit after damage or destruction by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Trustees of Mountainview at Green Brook Condominium Association, Inc. (the "Condominium Association") so that any such encroachments may remain so long as the Buildings shall stand;

TOGETHER with an easement in common with the owners of other Units and the Condominium Association to use, operate, maintain and repair any pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located or to be located in any of the other Units or elsewhere on such Property and serving the Unit, provided that the beneficiaries of such easements must repair any damage arising in connection with the use of such easements and provided further that the right to operate, maintain and repair such pipes, wires, ducts, etc. may be exercised on behalf of the Unit Owners only by the Condominium Association.

TOGETHER with and SUBJECT to all easements of necessity in favor of the Unit or in favor of the owners of other Units or the Condominium Association.

SUBJECT also to easements in favor of the owners of other Units and in favor of the Condominium Association for the continuance of all encroachments of such other Units or Common Elements on the Unit, now or hereafter existing as a result of construction of the Buildings, settling or shifting of the Buildings, repair or restoration of the Buildings or of any other Unit or of the Common Elements after damage or destruction by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Condominium Association, so that any such encroachments may remain so long as the Buildings shall stand;

SUBJECT also to an easement in favor of the other Units and the Condominium Association to use, operate, maintain and repair the pipes, wires, ducts, conduits, cables, public utility lines and other Common Elements located or to be located in the Unit or elsewhere on the Condominium Property and serving such other Units or such other properties, provided that the beneficiaries of such easements must repair any damage arising in connection with the use of such easements, and provided further that the right to operate, maintain and repair such pipes, wires, ducts, etc. may be exercised on behalf of the Unit Owners only by the Condominium Association;

SUBJECT also to the provisions of the Master Deed and the conditions of title and other matters set forth therein or any of the Exhibits annexed thereto, the By-Laws (and any Rules and Regulations) as the same may be amended from time to time by instruments recorded in the Office of the Clerk of Somerset County, State of New Jersey, which together with any amendments, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions and conditions of title and other matters were recited and stipulated at length herein.

REC SEP/22/2000 11:17AM 0360?
SOMERSET COUNTY CLERK SLR 96.00
20001360?

BK2317PG491

R: 9-22-00

THE GRANTEE's right, title and interest in and to this residential dwelling 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 for Mountainview at Green Brook, A Condominium dated August 1, 2000 which plan was recorded in the Office of the Clerk of Somerset County on August 7, 2000 in Book 2309 at Page 370, which plan is further on file with the Township of Green Brook.

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

The use for which the Unit is intended is that of a one-family residence subject to the Master Deed, By-Laws of the Condominium Association, and any Rules and Regulations promulgated thereby.

The Grantor promises that the Grantor has done no act to encumber the Unit. This promise is called a "convenant 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 Unit (such as by making a mortgage or allowing a judgment to be entered against the Grantor) except as may be of record or described in the Master Deed.

Under the Master Deed, the Grantor has expressly reserved the right to amend the Master Deed (a) to amend the model types of the Units to establish the model type of each Unit in a particular building, (b) as may be required by any lending institution, governmental agency or title insurance company, and (c) to add the additional phases to the Condominium. By accepting this Deed, the Grantee consents to the execution, recording, filing and delivering by Grantor of any and all amendments of the Master Deed, which are permitted under the Master Deed as set forth above, and other instruments including without limitation, any and all related documents of the Master Deed. Grantee agrees that Grantor is authorized, on behalf of Grantee, to execute, record, file and deliver such instruments and documents. This authority is called a power of attorney and the Grantor, in exercising this authority, is referred to as the Grantee's attorney-in-fact. By this Deed, the Grantee designates Grantor as having this authority. This power of attorney shall run with the title to the property conveyed to the Grantee by this Deed and will be binding upon anyone who claims an interest in such property by or thorough the Grantee, such as mortgagee, other lien holder, purchaser, tenant, someone with an interest acquired through a will or by operation of law, personal representative, successor or assign. The exercise of this power of attorney by the Grantor is subject to the provisions of the Master Deed. Grantor may exercise the authority granted herein until the closing of title to the last Unit in the Condominium, but not longer than seven (7) years from the date Grantor conveys title to the first Unit in the Condominium. Further, Grantor shall not exercise the authority granted herein without the written consent

of the Grantee if the amendment increases the financial obligation of the Grantee, reduces the value of the Unit or reserves any special rights or privileges to Grantor under the Master Deed in a manner not otherwise specifically permitted in the Master Deed. The Grantee declares and acknowledges that this power of attorney is coupled with an interest in the subject matter. The Grantee understands that the Grantor has caused the Condominium Documents to be adopted, recorded and binding on the Unit Owners of all the lands subject to the Master Deed for the mutual benefit of such

Unit Owners including the Grantor. The Grantor has an interest in lands subject to the Master Deed and in the amendment, execution, filing and delivering of the instruments and documents mentioned above. For this reason, this power of attorney may not be revoked by the Grantee. The power of attorney will not be affected by the death or disability of Grantee and is intended to deliver all right, title and interest of the principal in and to such power.

In referring to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as may be required. Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. This conveyance is made in the regular course of business actually conducted by the Grantor, and the Unit is not a substantial portion of the assets of the Grantor.

IN WITNESS WHEREOF, the Grantor signs this Deed on SEP 18 2000.

ATTEST:

Laureen Falcone

Laureen Falcone, Assistant Secretary

BAKER RESIDENTIAL LIMITED PARTNERSHIP
by its Managing General Partner Baker Companies, Inc.,

By _____
Richard D. Villari, Treasurer (Grantor)

STATE OF NEW YORK)
) ss.: Pleasantville
COUNTY OF WESTCHESTER)

On SEP 18 2000, in the County and State aforesaid, before me, the subscriber, a Notary Public authorized to take acknowledgments and proofs in said County and State, personally appeared Richard D. Villari the Treasurer of Baker Companies, Inc., the Managing General Partner of the Grantor named in the within instrument, who I am satisfied is the person who, as such officer of said corporation, has signed the within instrument made by said corporation and sealed with its corporate seal, and he did acknowledge that he, as such officer of said corporation, signed, sealed with the corporate seal and delivered the same, on behalf of said corporation, and that said instrument is the voluntary act and deed for and on behalf of BAKER RESIDENTIAL LIMITED PARTNERSHIP. The consideration is $71,990.00

Notary Public:

DENISE KNAUER
Notary Public, State of New York
No. 4805630
Qualified in Westchester County
Commission Expires Oct. 31,

NC1645 - Affidavit of Consideration
RTF-1 (Rev. 5/99)
P5/99

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
or
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

ALL-STATE® *Legal*
A Division of ALL-STATE International, Inc.
(908) 272-0800 · Page 1

To be recorded with Deed pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW ~~JERSEY~~ YORK
COUNTY OF WESTCHESTER
SS:

FOR RECORDER'S USE ONLY
Consideration $ 71,990.00
Realty Transfer Fee $ 72.00 *
Date 9-28-00 By SP

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

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

Deponent Cindy McArdle, being duly sworn according to law upon his/her oath deposes and says that he/she is the Assistant Secretary of Baker Companies, Inc., gen, partner of the Grantor in a deed dated SEP 18 2000,
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 95 Lot No. 3. & 3.01

located at 1001 Robin Court, Green Brook, ~~SOMERSET~~ Somerset Co., NJ 08812
(Street Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is $ 71,990.00

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

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

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

A) **SENIOR CITIZEN** (See Instruction #8.)
- ☐ Grantor(s) 62 yrs. of age or over.*
- ☐ One- or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ No joint owners other than spouse or other qualified exempt owners.

B) **BLIND** (See Instruction #8.)
- ☐ Grantor(s) legally blind.*
- ☐ One- or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)
- ☐ Grantor(s) permanently and totally disabled.*
- ☐ One- or two-family residential premises.
- ☐ Receiving disability payments.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ Not gainfully employed.
- ☐ No joint owners other than spouse or other qualified exempt owners.

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

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

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

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

Subscribed and sworn to before me this day of SEP 18 2000

Cindy McArdle
Name of Deponent (sign above line)

Cindy McArdle
Westlake Drive
Valhalla, NY 10595
Address of Deponent

BAKER RESIDENTIAL, L.P.
By Baker Companies, Inc.
Name of Grantor (type above line)
~~385~~ Washington Avenue
Pleasantville, NY 10570
Address of Grantor at Time of Sale

DENISE KNAUER
Notary Public, State of New York
No. 4805630
Qualified in Westchester County
Commission Expires Oct. 31, 2000

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds
Instrument Number 3608 County Somerset
Deed Number ____ Book ____ Page ____
Deed Dated 9-18-00 Date Recorded 9-28-00

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

ORIGINAL - White copy to be retained by County.
DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 8.12)
TRIPLICATE - Pink copy is your file copy.

BK 2317 PG 493

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUAL GRANTEE(S)

Witness:

_____

Lori Allison Rossi
Grantee

STATE OF NEW JERSEY)
) ss: Roseland
COUNTY OF MORRIS)

On, SEP 18 2000 Lori Allison Rossi appeared before me in person and acknowledged under oath, to my satisfaction, that this person (or if more than one person, each person) is the person named in and who personally signed this Deed as his or her act and deed for the uses and purposes expressed in this Deed.

Katherine K. Wagner
~~Notary Public~~ Attorney at Law of NJ

My Commission Expires
(NOTARY SEAL) Katherine K. Wagner

AFFORDABLE UNIT DEED

Dated: SEP 18 2000

BAKER RESIDENTIAL LIMITED PARTNERSHIP, a Connecticut limited partnership,

Grantor

to

Lori Allison Rossi

Grantee

Record and return to:
Katherine Wagner
7 E. High Street
Somerville, NJ 08876

PROFESSIONAL TITLE AGENCY, LLC
145 WEST END AVENUE
SOMERVILLE, NEW JERSEY 08876
(908) 218-5551 FAX (908) 218-5599

END OF DOCUMENT

991729 ORIGINAL

PROFESSIONAL TITLE AGENCY, LLC
145 WEST END AVENUE
SOMERVILLE, NEW JERSEY 08876
(908) 218-5551 FAX (908) 218-5599

State of New Jersey
Council On Affordable Housing
New Jersey Department of Community Affairs

TO BE RECORDED IN DEED BOOK

AFFORDABLE HOUSING AGREEMENT
Contains Deed Restrictions

Prepared by: Katherine K. Wagner
KATHERINE K. WAGNER, ESQ.
A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Pursuant to the transfer of ownership of an affordable housing unit for the price of $ 71,990.00, this AGREEMENT is entered into on this 18 day of September, 2000 between LORI ALLISON ROSSI 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 The Township of Green Brook (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 September 18, 2000 and ending at the first non-exempt transfer of title after September 18, 2030 unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c.222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing units(unit) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by P. L. 1983, c.530 (N.J.S.A. 55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A 52:27D-301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Purchase Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority at a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

RECORDED
2000136089
11:11AM
09/22/2000
Deed Rec Fee
Consid Assmnt Code

R: 9-22-00

STEWART TITLE GUARANTY COMPANY

TITLE INSURANCE COMMITMENT

SCHEDULE A-4 LEGAL DESCRIPTION

File Number: PRO-991729

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Green Brook, County of Somerset State of New Jersey:

Being known as Unit Number 3101, Building Number 31, situated in Mountainview at Green Brook Condominium, together with 0.2068 percent undivided interest in the Common Elements of said condominium is located substantially in accordance with the location defined in the Master Deed for Mountainview at Green Brook Condominium, A Condominium, dated October 22, 1999, and recorded November 9, 1999, in the Somerset County Clerk's Office in Deed Book 2267, Page 167 and amendments thereto recorded in the Somerset County Clerk's Office.

NOTE FOR INFORMATIONAL PURPOSES ONLY: 1001 Robin Court, Tax Lot(s) 3101 C000B, Tax Block 95.01 in the Township of Green Brook, County of Somerset, State of New Jersey.

"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 95.01 Lot 3101 C00B

County Somerset Municipality ~~Green Brook Twsp~~

# of Bedrooms 2

Complete Street Address & Unit #

1001 Robin Court

City Green Brook State ~~NJ~~ Zip ~~08812~~

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 Affo able Housing Agreement shall begin on the later of date a Certificate of Occupancy is issued or the date which closing and transfer of title takes place for in ownership.

B. The terms, restrictions and covenants of this Affo able Housing Agreement shall terminate upon the currence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years fr the beginning date established pursuant to Pa graph A above for units located in municipali receiving State Aid pursuant to P.L. 1978, L [N.J.S.A. 52:27D-178 et seq.) that exhibit one of characteristics delineated in N.J.A.C. 5:93-5.3 or at the first non-exempt sale after 30 (thirty) ye from the beginning date established pursuant Paragraph A above for units located in all ot municipalities; or
2. The date upon which the event set forth in Secti IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affo able Housing Agreement may be extended by mun pal resolution as provided for in N.J.A.C. 5:93-9. Su municipal resolution shall provide for a period of tended restrictions and shall be effective upon fil with the Council and the Authority. The municipal re lution shall specify the extended time period by prov ing for a revised ending date. An amendment to t Affordable Housing Agreement shall be filed with t recording office of the county in which the Affordat Housing unit or units is/are located.

D. At the first non-exempt title transaction after the esta lished ending date, the Authority shall execute a do ment in recordable form evidencing that the Affordat Housing unit has been released from the restrictions this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housi unit for sale shall not sell the unit at a Resale Pri greater than an established Base Price plus the allo able percentage of increase as determined by t Index applicable to the municipality in which the unit located. However, in no event shall the approv resale price be established at a lower level than the la recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit anyone other than a Purchaser who has been certifi utilizing the income verification procedures establish by the Authority to determine qualified Low and Mo erate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will term nate controls as specified heretofore in Section TERM OF RESTRICTION shall be obligated to provi a Notice of Intent to Sell to the Authority and t Council. An option to buy the unit at the maximu restricted sales price as calculated by the Index sh be made available to the Municipality, the Departme the Agency, or a qualified non-profit organization determined by the Council for a period of ninety (9 days from the date of delivery of the Notice of Intent Sell. The option to buy shall be by certified mail a shall be effective on the date of mailing to the Own

1. If the option to buy is not exercised within ninety (9 days pursuant to Paragraph C above, the Own may elect to sell the unit to a certified income-eligit household at the maximum restricted sales price calculated by the Index provided the unit continue to be restricted by an Affordable Housing Agre ment and a Repayment Lien for a period of up t 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 SOMERSET 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:

DEPT OF COMMUNITY AFFAIRS
AHMS
P.O. BOX 806
TRENTON, NJ 08625-0806

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

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: September 18, 2000

By: Lori Allison Rossi
Signature (Owner)
LORI ALLISON ROSSI

Signature (Co-Owner)

STATE OF NEW JERSEY)
)ss
COUNTY OF SOMERSET)

BE IT REMEMBERED, that on this 18 day of September, 2000, 19___ before me, the subscriber, An Attorney at Law of NJ personally appeared LORI ALLISON ROSSI 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.

BK2317PG500

Katherine K. Wagner
KATHERINE K. WAGNER
AN ATTORNEY AT LAW OF THE STATE OF NEW JERSEY

END OF DOCUMENT

New Search

Block:	95.01	**Prop Loc:**	1005 ROBIN COURT	**Owner:**	ZAVARTKAY, SUSAN ANNE	**Square Ft:**	790
Lot:	3105	**District:**	1809 GREEN BROOK	**Street:**	1005 ROBIN COURT	**Year Built:**	2000
Qual:	C000B	**Class:**	2	**City State:**	GREEN BROOK NJ 08812	**Style:**	

Additional Information

Prior Block:		**Acct Num:**		**Addl Lots:**		**EPL Code:**	0 0 0
Prior Lot:		**Mtg Acct:**		**Land Desc:**	0.2068	**Statute:**	
Prior Qual:		**Bank Code:**	660	**Bldg Desc:**	1S-F-C	**Initial:**	000000 **Further:** 000000
Updated:	02/20/14	**Tax Codes:**		**Class4Cd:**	0	**Desc:**	
Zone:	AHD	**Map Page:**	12	**Acreage:**	0.2068	**Taxes:**	3965.68 / 0.00

Sale Information

Sale Date:	12/23/13	**Book:**	6692 **Page:** 2619	**Price:**	155000	**NU#:** 21

Sr1a	Date	Book	Page	Price	NU#	Ratio	Grantee
More Info	11/03/00	2326	160	117990	7	0	TALBOT, MICHELE A
More Info	07/17/02	5183	3168	124125	24	0	BOWERS, KOURTNIE
More Info	12/23/13	6692	2619	155000	21	0	ZAVARTKAY, SUSAN ANNE

TAX-LIST-HISTORY

Year	Owner Information	Land/Imp/Tot	Exemption	Assessed	Property Class
2015	ZAVARTKAY, SUSAN ANNE	20000	0	146900	2
	1005 ROBIN COURT	126900			
	GREEN BROOK NJ 08812	146900			
2014	ZAVARTKAY, SUSAN ANNE	20000	0	155700	2
	1005 ROBIN COURT	135700			
	GREEN BROOK NJ 08812	155700			
2013	BOWERS, KOURTNIE	20000	0	150500	2
	1005 ROBIN COURT	130500			
	GREEN BROOK NJ 08812	150500			
2012	BOWERS, KOURTNIE	20000	0	130900	2
	1005 ROBIN COURT	110900			
	GREEN BROOK NJ 08812	130900			

GNTR

6692 / 2651 AFFORD. AGT.

Sp # BCh (#194)

RECORD & RETURN TO:

LAW OFFICE OF PETER N. LAUB
1030 Route 202 South
Branchburg, New Jersey 08876

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2013 DEC 27 02:21:09 PM
BK:6692 PG:2619-2624
CONS:$155,000.00 EXEMPT: A
NJ XFER FEE:$162.50
INSTRUMENT # 2013067445

2013067445

Prepared by:

SHELLYE YANCEY CRAWLEY, ESQ.

MANDATORY DEED FORM FOR OWNERSHIP UNITS SUBJECT TO RESTRICTIVE COVENANT REQUIRED BY SECTION 5:80-26.5 (d)
To State Regulated Property
Subject to Restrictive Covenant Limiting Conveyance
And Mortgage Debt

This Deed is made on **December 23, 2013** between **KOURTNIE BECKWITH, f/k/a KOURTNIE BOWERS and DONALD BECKWITH, her husband** whose address is **39 Argyle Terrace, Irvington, New Jersey 07116** referred to as the Grantor and **SUSAN ANNE ZAVARTKAY, Single** whose address is about to become **1005 Robin Court, Green Brook, New Jersey** referred to as the Grantee

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

Transfer of Ownership The Grantor grants and conveys (transfers ownership of 1005 Robin Court) The property described below to the Grantee. This transfer is made for the sum of **One Hundred Fifty-Five Thousand Dollars and No Cents ($155,000.00),** and other good and valuable consideration. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Green Brook, **Block No. 95.01, Lot No.: 3105 and Qualifier C000B**

Property. The property consists of all of the land, and improvements thereon, that is located in the **Township** of **Green Brook** County of **Somerset** and State of New Jersey. The legal description is

AS DESCRIBED IN SCHEDULE A, ATTACHED HERETO AND MADE A PART HEREOF

Also known as 1005 ROBIN COURT, GREEN BROOK, NEW JERSEY

BEING THE SAME PREMISES conveyed to Kourtnie Bowers by deed from Michele A. Talbot, married, dated July 17, 2002, recorded August 2, 2002, in the Clerk's Office of the County of Somerset, New Jersey, in Deed Book 5183, page 3168.

The owner's right, title and interest in this unit and he use, sale, resale and rental of this Property is 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 Somerset County on file with Green Brook Township, and the original of which Agreement is attached hereto as Schedule B.

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 judgement to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

DBC 6692-2619
R: 12-27-13

File No. **A-7149**

LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Green Brook, County of Somerset, State of New Jersey, and being more particularly described as follows:

Being Unit No. 3105 in Building No. 31 situate in Mountainview at Green Brook Condominium, a Condominium together with undivided .2068 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 the Master Deed of Green Brook Condominium, recorded on November 9, 1999 in the Office of the Clerk of Somerset County in Deed Book 2267 page 167 and amended in Deed Book 2327 page 48, et seq., as the same may now or hereafter be lawfully amended.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 3105 C000B in Block 95.01 on the Township of Green Brook Tax Map.

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY }SS.

COUNTY SOMERSET County Municipal Code 1809

MUNICIPALITY OF PROPERTY LOCATION GREEN BROOK TOWNSHIP

FOR RECORDER'S USE ONLY	
Consideration	$ 155000.00
RTF paid by seller	$ 1162.50 C
Date 12/27/13	By

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

(1) PARTY OR LEGAL REPRESENTATIVE *(Instructions #3 and #4 on reverse side)*

Deponent, KOURTNIE BECKWITH (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the GRANTOR (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated December, 2013 transferring real property identified as Block number 95.01 Lot number 3105 located at 1005 ROBIN COURT, GREEN BROOK (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 155,000.00 *(Instructions #1 and #5 on reverse side)* ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(Instructions #5A and #7 on reverse side)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

$_____ ÷ _____% = $_____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE *(Instruction #8 on reverse side)*
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE *(Instruction #9 on reverse side)*
NOTE: All boxes below apply to grantor(s) *only*. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over.* *(Instruction #9 on reverse side for A or B)*

B. **BLIND PERSON** Grantor(s) ☐ legally blind or; *
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet **all of the following** criteria:
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** *(Instruction #9 on reverse side)*
☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) NEW CONSTRUCTION *(Instructions #2, #10, #12 on reverse side)*
☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES *(Instructions #5, #12, #14 on reverse side)*
☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 23 day of December 2013

SHELLYE YANCEY CRAWLEY
ATTORNEY AT LAW
STATE OF NEW JERSEY

Signature of Deponent

Kourtnie Beckwith
Grantor Name

39 Argyle Terrace, Livingston, NJ
Deponent Address

39 Argyle Terrace, Livingston, NJ
Grantor Address at Time of Sale

XXX-XXX-7 6 6
Last three digits in Grantor's Social Security Number

SHELLYE YANCEY CRAWLEY
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY			
Instrument Number		County	Somerset
Deed Number		Book	Page
Deed Dated	12/23/13	Date Recorded	12/27/13

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at: www.state.nj.us/treasury/taxation/lpt/localtax.shtml.

GIT/REP-3
(5-12)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Names(s)

KOURTNIE BECKWITH f/k/a KOURTNIE BOWERS — J. Donald Beckwith

Current Resident Address:

Street: 39 ARGYLE TERRACE

City, Town, Post Office	State	Zip Code
LIVINGSTON	NJ	07111

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
95.1	3105	C0008

Street Address:
1005 ROBIN COURT

City, Town, Post Office	State	Zip Code
GREEN BROOK	NJ	08812

Seller's Percentage of Ownership	Consideration	Closing Date
100%	$155,000.00	

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.

12-23-13
Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney In Fact

12/23/13
Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Witnessed by:

SHELLYE YANCEY CRAWLEY

(Seal)
KOURTNIE BECKWITH
f/k/a KOURTNIE BOWERS

DONALD BECKWITH

STATE OF NEW JERSEY, COUNTY OF SOMERSET SS:

I CERTIFY that on **December** 23 **, 2013**

KOURTNIE BECKWITH f/k/a KOURTNIE BOWERS and DONALD BECKWITH, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached Deed;

(b) executed this Deed as his or her own act; and,

(c) made this Deed for **$155,000.00** as the full and actual consideration paid or to be paid for the transfer of title (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on
December 23 **, 2013**

SHELLYE YANCEY CRAWLEY
ATTORNEY AT LAW IN THE
STATE OF NEW JERSEY



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

****

Recorded:	**12/27/2013 02:21:09 PM**
Book:	**OPR 6692 Page: 2619-2624**
Instrument No.:	**2013067445**
	DEED 6 PGS $83.00
CONSIDERATION:	**$155,000.00**
EXEMPTION:	**A**
NJ REALTY XFER FEE:	**$162.50**
Recorder:	**HECKMAN**

****

DO NOT DISCARD



2013067445

9pg 113 cty $ 19 ew

To Be Recorded
In Deed Book

State of New Jersey
Council on Affordable Housing
New Jersey Department of Community Affairs

2013067448

AFFORDABLE HOUSING AGREEMENT
Contains Deed Restrictions

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY NJ
2013 DEC 27 02:21:09 PM
BK:6692 PG:2651-2660
INSTRUMENT # 2013067448

Prepared by: Dollie Della Ventura

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Pursuant to the transfer of ownership of an affordable housing unit for the price of $ 155,000.00 , this AGREEMENT is entered into on this 23rd day of December , 2013, between **Susan Zavartkay, (single),** owner(s) of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and **the Township of Green Brook**, hereafter "AUTHORITY", or "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 **August 07, 2000** and ending at the first non-exempt transfer of title after **August 07, 2030** **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 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 eligible households for that period of time described in Section III TERM OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by households whose total gross annual income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by L. 1983, c.530 (C.55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an affordable housing unit which places 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.

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R: 9-27-13

"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 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 money mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assignees 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 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 ninety (90) days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have thirty (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 (principle, 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 know as:

Block **95.01** Lot **3105 C 000B**

Municipality **Green Brook**

County **Somerset** , # of bedrooms **2 BR Moderate Income**

Complete Street Address and Unit Number:

1005 Robin Court

City **Green Brook**

State **New Jersey** Zip **08812**

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 ten (10) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving state aid pursuant to P.L. 1978, L.14 (N.J.S.A. 52:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:92-5.3(b); or at the first non-exempt sale after thirty (30) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or

2. The date upon which the event set forth in Section IX FORECLOSURE 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. 5:92.1 et seq. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the affordable housing unit or units is/are located.

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 TERMS OF RESTRICTION shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Note for a period of up to thirty (30) years.

2. Alternately, the owner may also elect to sell to any purchaser at a fair market price. In this event, the owner shall be obligated to pay the municipality 95% of the price differential generated at the time of closing and transfer of title of the affordable housing unit after restrictions have ended as specified heretofore in Section III TERM OF RESTRICTION.

3. If the owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell, the option to buy shall be restored to the municipality and subsequently to the Department, the Agency or a non-profit approved by the Council. The owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The affordable housing unit shall be sold in accordance with all rules, 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 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 rights, 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 Somerset 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 a certified household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the owner may propose a Contract to Purchase the unit to an income eligible household not referred through the Authority. The proposed purchaser must complete all required household eligibility forms and submit gross annual income information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was originally restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable resale price. Other items of property may be sold to the purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at resale.

I. The owner shall not permit any lien, other than the first purchase money mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an affordable housing unit is part of a condominium, homeowner's or cooperative association, the owner, in addition to paying any assessments required by the master deed of the condominium or by-laws of an association, shall further fully comply with all of the terms, covenants or conditions of said master deed or by-laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

K. The owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93), for determining that a resale transaction is qualified for a Certificate of Exemption. The owner shall notify the Authority in writing of any proposed exemption 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 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 thirty (30) days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a certified household. The municipality may transfer this option to the Department, the Agency, or a qualified non-profit

organization as determined by the Council. For approval of a Hardship Waiver, an owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

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 the time of the foreclosure sale).

Upon a judgement 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 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 the time of the foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the first purchase money mortgagee nor the purchaser at the foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted resale price of the affordable housing unit as of the date of the foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: first purchase money mortgage, prior liens, costs of foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to foreclosure, provided such total is less than the maximum permitted resale price.

If there are owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The first purchase money mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the affordable housing unit is located from acquiring an affordable property prior to foreclosure sale at the approved maximum resale price, and holding, renting or conveying it to a certified household if such right is exercised within ninety (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 the 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:

Central Jersey Housing Resource Center (CJHRC)
600 First Avenue, Suite # 3
Raritan, NJ 08869

Attention: Executive Director

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.

File No. **A-7149**

LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Green Brook, County of Somerset, State of New Jersey, and being more particularly described as follows:

Being Unit No. 3105 in Building No. 31 situate in Mountainview at Green Brook Condominium, a Condominium together with undivided .2068 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 the Master Deed of Green Brook Condominium, recorded on November 9, 1999 in the Office of the Clerk of Somerset County in Deed Book 2267 page 167 and amended in Deed Book 2327 page 48, et seq., as the same may now or hereafter be lawfully amended.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 3105 C000B in Block 95.01 on the Township of Green Brook Tax Map.

XVII. OWNER'S CERTIFICATION

The owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

The owner and the Authority hereby agree that all affordable housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERM OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the county in which the affordable housing units are situated.

XVIX. ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of this Agreement at no charge.

Dated: December 23, 2013

By: Susan Zavartkay
Signature (*Owner*) **Susan Zavartkay**

STATE OF NEW JERSEY)
) ss
COUNTY OF Somerset)

BE IT REMMBERED, that on this 23rd day of December 2013 before me, the subscriber, **Peter N. Laub, Jr.,** that **Susan Zavartkay, (single),** personally appeared before me and who, being by me duly sworn on his/her oath, deposes an 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.
Peter N. Laub, Jr., Attorney at Law, State of NJ

RECORD AND RETURN TO:

PETER N. LAUB, JR. & ASSOCIATES, L.L.C.
1030 ROUTE 202 SOUTH
BRANCHBURG, NJ 08876

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

****

Recorded: 12/27/2013 02:21:09 PM

Book: OPR 6692 Page: 2651-2660

Instrument No.: 2013067448

AGTDEED 10 PGS $113.00

Recorder: HECKMAN

****

DO NOT DISCARD

2013067448

Appendix G | Estel Place License, Supportive and Special Needs Housing Survey, Mortgage/Promissory Note

License No. GH115

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

DELTA COMMUNITY SUPPORTS, INC.

1130 Route 202 South
Raritan, NJ 08869

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

Group Home Developmental Disability

for 5 individuals

at

[redacted]

This License is effective from 08/31/2024 to 08/31/2025

Sarah M. Adelman, Commissioner, Department of Human Services

License No. GH115

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

DELTA COMMUNITY SUPPORTS, INC.

1130 Route 202
Raritan, NJ 08869

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

Group Home Developmental Disability

for 5 individuals

at

3 ESTEL PL
GREEN BROOK, NJ 08812

This License is effective from 05/31/2015 to 05/31/2016

Elizabeth Connolly, Acting Commissioner
Department of Human Services

Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey

Municipality: Green Brook

County: Somerset

Sponsor: Delta Community Supports Inc.

Developer: Division Of Developmental Disabilities

Block: 12 Lot: 13

Street Address: 3 Estel Place

Facility Name: Estel Group Home

Section 1: Type of Facility:

- [x] Licensed Group Home
- [ ] Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- [ ] Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- [ ] Permanent supportive housing
- [ ] Supportive shared housing
- [ ] Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

- [ ] Capital Application Funding Unit $ 110,668
- [ ] HMFA Special Needs Housing Trust Fund $ N/A
- [ ] Balanced Housing – Amount $ N/A
- [ ] HUD – Amount $ N/A Program _____
- [ ] Federal Home Loan Bank – Amount $ N/A
- [ ] Farmers Home Administration – Amount $ N/A
- [ ] Development fees – Amount $ N/A
- [ ] Bank financing – Amount $ N/A
- [ ] Other – Please specify: N/A

- [ ] For proposed projects, please submit a pro forma
- [ ] Municipal resolution to commit funding, if applicable
- [ ] Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households 5
Low-income clients/households _____
Moderate-income clients/households _____
Market-income clients/households _____

Section 4: For permanent supportive housing:

Total # of units 5, including:

# of very low-income units 5
# of low-income units _____
# of moderate-income units _____
# of market-income units _____

Section 5:

Length of Controls: N/A years

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

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

Section 6:

CO Date: __/__/1982

For licensed facilities, indicate licensing agency:

- [x] DDD [ ] DMHS [ ] DHSS [ ] DCA [ ] DCF
- [ ] Other _____

Initial License Date: 1/__/1982

Current License Date: __/__/2015

Section 7:

Has the project received project-based rental assistance? ___Yes ___No; Length of commitment: N/A

Other operating subsidy sources: N/A ; Length of commitment: N/A

Is the subsidy renewable? ___Yes ___No

Section 8: The following verification is attached:

- [x] Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- [ ] Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ___Yes ___No

Population Served (describe): Mentally and prysically challenaged adults

Age-restricted? ___Yes ✓No

Accessible (in accordance with NJ Barrier Free Subcode)? ✓Yes ___No Limited

Section 10: Affirmative Marketing Strategy (check all that apply): N/A

- ☐ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

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

Certified by: _____ 11/12/15
Project Administrator — Date

Certified by: _____
Municipal Housing Liaison — Date

ANNEX B - ATTACHMENT A

PROMISSORY NOTE

$ 110,668 , with interest at 10 % P.A. February 19 , 19 82

Developmental Resources Corporation promises to pay to the order of the State of New Jersey, Department of Human Services, One hundred ten thousand, six hundred sixty-eight dollars, payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625. The sum is payable in the amount and in the manner provided in the agreement of January 26 , 19 82 .

Developmental Resources Corporation
Agency

By: [signature] L.S.

President
Title

COMMUNITY RESIDENTIAL FACILITY GRANT PROGRAM
STATE OF NEW JERSEY - DEPARTMENT OF HUMAN SERVICES
DIVISION OF MENTAL RETARDATION

ANNEX B - ATTACHMENT

PURCHASE MONEY MORTGAGE

MORTGAGE made this 19th day of February, 19 82, between the Mortgagor, Developmental Resources Corporation, and the Mortgagee, the State of New Jersey, Department of Human Services, Division of Mental Retardation, Trenton, New Jersey.

WHEREAS the Mortgagor is indebted to the Mortgagee in the principal sum of One hundred ten thousand, six hundred sixty-eight dollars ($ 110,668.), which indebtedness is evidenced by a promissory note dated February 19, 19 82, and by a certain agreement dated January 26, 19 82, providing for payment by the Mortgagor of the principal sum by means of the construction or renovation of the premises secured by this mortgage and maintaining said premises as a licensed residential facility for the developmentally disabled for a period of twenty (20) consecutive years, commencing February 19, 19 82, and terminating February 19, 2002;

THEREFORE to secure the indebtedness of $ 110,668. lawful money of the United States, to be paid in accordance with the aforesaid agreement, the Mortgagor does hereby mortgage, grant and convey to the Mortgagee the following described property located in the township of Green Brook, County of Somerset, State of New Jersey, and more particularly described in Exhibit A annexed hereto and made a part hereof, the aforesaid property being designated as Block twelve (12), Lot thirteen (13); on the tax map of said township, and having a street address of 3 Estel Place.

Upon default by the Mortgagor in the performance of any term, provision

or requirement of the aforesaid agreement of January 26, 19 82, the entire unpaid principal of this mortgage, together with interest thereon at the rate of ten percent (10 %) per annum from the date of this mortgage, shall, at the option of the Mortgagee, immediately become due and payable as set forth in Section 7.02 of the aforesaid agreement. This mortgage shall be reduced annually pursuant to Section 3.03 of the aforesaid agreement, and interest shall be waived for any year the Mortgagor satisfies the terms of the agreement. In the event of a default, the Mortgagee, at its option, may require, instead of payment of money by the Mortgagor, that the Mortgagor convey title to the premises covered by this mortgage to the Mortgagee or to a private not-for-profit corporation designated by the Mortgagee.

The Mortgagor agrees that if default shall be made in any term, provision or requirement of the agreement of January 26, 1982, the Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises and to operate same in accordance with the aforesaid agreement.

The Mortgagor shall keep the building or buildings and improvements now on said premises, or that may hereafter be erected thereon, in good and substantial repair, and, upon failure to do so, the whole indebtedness secured and represented by this mortgage and the note accompanying same shall, at the option of the Mortgagee, become immediately due and payable; and also the Mortgagee may enter upon the premises and repair and keep in repair the same, and the expense thereof shall be added to the principal sum secured hereby, with legal interest.

In the event that the aforesaid property is condemned, the proceeds of any award for damages, direct as well as consequential, or the proceeds of any conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee. The proceeds shall first be applied to the unpaid sum covered by this mortgage, pursuant to Section 3.03 of the agreement of January 26, 19 82, and the excess, if any, paid to the Mortgagor.

Provided always, this mortgage is upon the condition that if the Mortgagor shall perform the agreement of January 26, 1982, then this mortgage shall become void, and the interest vested in the Mortgagee shall cease and determine.

IN WITNESS HEREOF, the Mortgagor has hereto set its hand and seal the day and year first written above.

Developmental Resources Corporation
Corporation Name

By: _____ L.S.

ATTEST:

_____ L.S.
Secretary

State of New Jersey, County of ss.: Be it Remembered, that on 19 , before me, the subscriber,

personally appeared

who, being by me duly sworn on h oath, deposes and makes proof to my satisfaction, that he 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; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed h name thereto as attesting witness.

Sworn to and subscribed before me, the date aforesaid.

_____ _____

Prepared by:

Appendix H | Warrenville Road, Inc. Supportive and Special Needs Housing Survey, Deed, License

Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey

Municipality: Green Brook

County: Somerset

Sponsor: Alternatives, Inc.

Developer: Alternatives, Inc.

Block: 15 Lot: 1

Street Address: 110 Warrenville Road

Facility Name: Somerset 2003 Consumer Home

Section 1: Type of Facility:

- ☐ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☑ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust Fund $_____
- ☐ Balanced Housing – Amount $_____
- ☑ HUD – Amount $ 399,100.00 Program HUD-811
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Please specify: _____

☐ For proposed projects, please submit a pro forma
☐ Municipal resolutionto commit funding, if applicable
☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households _____
Low-income clients/households _____
Moderate-income clients/households _____
Market-income clients/households _____

Section 4: For permanent supportive housing:

Total # of units 3, including:

# of very low-income units 3
# of low-income units ____
# of moderate-income units____
# of market-income units _____

Section 5:

Length of Controls: _____ years

Effective Date of Controls: _ _/_ _/_ _

Expiration Date of Controls: _ _/_ _/_ _

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

Section 6:

CO Date: 05/23/2007

For licensed facilities, indicate licensing agency:

☐ DDD ☑ DMHS ☐ DHSS ☐ DCA ☐ DCF

☐ Other _____

Initial License Date: _ _/_ _/_ _

Current License Date: 11/01/2013

Section 7:

Has the project received project-based rental assistance? ✓ Yes ___ No; Length of commitment: One year

Other operating subsidy sources: Resident's Monthly Rent; Length of commitment: One year

Is the subsidy renewable? ✓ Yes ___ No

Section 8: The following verification is attached:

- ☑ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ✓ Yes ___ No

Population Served (describe): Special Needs, very low income

Age-restricted? ___ Yes ✓ No

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

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☐ DDD/DMHS/DHSS waiting list
- ☑ Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

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

Certified by: _____ 11/19/15
Project Administrator — Date

Certified by: _____
Municipal Housing Liaison — Date

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

****

Recorded:	**09/07/2006 01:31:49 PM**
Book:	**OPR 5938 Page: 857-862**
Instrument No.:	**2006058934**
	DEED 6 PGS $80.00
CONSIDERATION:	**$334,900.00**
EXEMPTION:	**A**
NJ REALTY XFER FEE:	**$612.50**
Recorder:	**VILLANUEVA**

****

DO NOT DISCARD

2006058934

GIT/REP-3
(3-06)

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)

ADTI Housing Corp.

Current Resident Address:

Street: 600 First Avenue

City, Town, Post Office	State	Zip Code
Raritan	NJ	08869

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
15	1	

Street Address:

110 Warrenville Road

City, Town, Post Office	State	Zip Code
Green Brook	NJ	08812

Seller's Percentage of Ownership	Consideration	Closing Date
100%	$334,900.00	September 7, 2006

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. ☐ The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
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		Signature
9/1/06	By: ADTI HOUSING CORP. Nancy Good, President	9/1/06
	(Seller) Please indicate if Power of Attorney or Attorney in Fact	
Date		Signature
	(Seller) Please indicate if Power of Attorney or Attorney in Fact	

Seller's Residency Certification/Exemption Instructions

This form is to be completed by individuals, estates, trusts or any other entity selling or transferring property in New Jersey not subject to the Gross Income Tax estimated payment requirements under C55, P.L. 2004.

Name(s):	Name of seller(s). If more than one owner separate forms must be used except for Husband & Wife that file their income tax returns jointly.
Address:	Seller(s) primary residence or place of business. Do not use the address of the property being sold. Unless a new residence (permanent place of abode, domicile) has been established in New Jersey and said new residence is listed under seller(s) information, the seller(s) is considered a nonresident. Part-year residents will be considered nonresidents. Nonresident seller(s) will be required to make an estimated Gross Income Tax payment if they do not meet any of the seller(s) assurances.
Property Information:	Information as listed on deed of property being sold.
Percentage of Ownership:	If there is more than one owner list sellers % of ownership.
Consideration:	"Consideration" means in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is assumed and agreed to be paid by the grantee and any other lien or encumbrance not paid, satisfied or removed in connection with the transfer of title. If there is more than one owner, indicate seller's portion of total consideration received. If the total consideration for the property is $1,000 or less complete the Seller's Residency Certification/ Exemption form GIT/REP-3 and check box 6 under Seller's Assurances. .
Seller Assurances:	If you meet one of the eight criteria listed you are not required to make a tax payment at this time. Check which box is appropriate to your situation. Note that boxes 2 through 8 apply to non-residents. Persons claiming an exemption under block #2 must be claiming an income/gain exclusion on their federal return for the property being sold within the meaning of §.121 of the Internal Revenue Code of 1986.
Signature:	Seller(s) must sign and date the declaration. If the seller's representative is signing the declaration a copy of the power of attorney form or letter signed by the seller granting this authority must be attached.

All information requested on this form must be completed. Failure to complete the form in its entirety will result in the deed not being recorded.

This form must be completed at the time of closing and given to the buyer or the buyer's attorney.

The buyer or buyer's attorney must submit the original Seller's Residency Certification/Exemption (GIT/REP-3) to the county clerk at the time of recording the deed. Failure to submit the Seller's Residency Certification/Exemption (GIT/REP-3) or Nonresident Seller's Tax Declaration (GIT/REP-1) or a Nonresident Seller's Tax Prepayment Receipt (GIT/REP-2) will result in the deed not being recorded.

The county clerk will attach this form to the deed when recording the deed.

Additional information regarding the Gross Income Tax estimated payment requirements on the sale of real estate can be found on the Division of Taxation's web page at www.state.nj.us/treasury/taxation.

Sp. 80 ck SV.

DEED

2006058934

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2006 SEP 07 01:31:49 PM
BK:5938 PG:857-862
CONS:$334,900.00 EXEMPT: A
NJ XFER FEE:$612.50
INSTRUMENT # 2006058934

This Deed is made on **September 7, 2006**

BETWEEN

ADTI HOUSING CORP., a Non-Profit Corporation of the State of New Jersey,

whose post office address is 600 First Avenue, Raritan, New Jersey 08869,

referred to as Grantor,

AND

WARRENVILLE ROAD, INC., a Non-Profit Corporation of the State of New Jersey,

whose post office address is 600 First Avenue, Raritan, New Jersey 08869,

referred to as Grantee.

The Words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of **THREE HUNDRED THIRTY FOUR THOUSAND NINE HUNDRED and No/100 ($334,900.00) Dollars**.

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of **Green Brook**
Block No. **15** Lot No. **1** Qualifier No. Account No.

_____ No property tax identification number is available on the date of this Deed (check if applicable)

3. Property. The Property consists of the land and all the buildings and structures on the land in the **Township of Green Brook, County of Somerset**, and **State of New Jersey**. The legal description is:

__X__ Please see attached Legal Description, Schedule A, annexed hereto and made a part hereof. (Check if applicable.)

BEING the same premises conveyed to ADTI Housing Corp., a Non-Profit Corporation of the State of New Jersey by Deed from Alternatives, Inc., a Non-Profit Corporation of the State of New Jersey, dated August 10, 2006, and recorded on August 23, 2006 in the Somerset County Clerk's Office in Deed Book 5932, Page 2076.

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

Prepared by: (print signer's name below signature)

Robert J. Romano, Jr., Esq.

(For Recorder's Use Only)

ANDORA & ROMANO LLC
15 ESSEX RD
PARAMUS NJ 07652

LEGAL DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the Township of Green Brook, County of Somerset and State of New Jersey, being more particularly described as follows:

BEING known and designated as Lot No. 7 as shown on a certain map entitled, "Map of Webster Manor situated in The Township of Green Brook, Somerset County, N.J.", dated July 1951, prepared by Walter A. Kafka, Civil Engineer, Green Brook, New Jersey, said map being duly filed in the Somerset County Clerk's Office on September 24, 1951 as Map No. 243.

BEING also described as follows:

BEGINNING at an iron pipe on the Southerly line of Webster Avenue (50' wide) said point being twenty nine and ninety three hundredths (29.93') feet measured Easterly along the extended Southerly line of Webster Avenue from its intersection with the Easterly line of Warrenville Road (45' wide) if extended;

thence (1) Along the Southerly line of Webster Avenue North sixty seven degrees thirty five minutes twenty seconds East (N 67° 35' 20" E) a distance of one hundred twenty and seven hundredths (120.07') feet to a point;

thence (2) South thirty two degrees forty minutes East (S 32° 40' E) a distance of one hundred five (105.0') feet to a point;

thence (3) South sixty seven degrees thirty five minutes twenty seconds West (S 67° 35' 20" W) a distance of one hundred fifty (150.0') feet to a point on the Easterly line of Warrenville Road;

thence (4) Along the Easterly line of Warrenville Road North thirty two degrees forty minutes West (N 32° 40' W) a distance of seventy five and seven hundredths (75.07') feet to the point of curve leading into Webster Avenue;

thence (5) In a Northeasterly direction along a curve to the right having a radius of twenty five (25.0') feet an arc distance of forty three and seventy four hundredths (43.74') feet to the place of BEGINNING.

The above description was prepared in accordance with a survey performed on May 23, 2006, and prepared and dated May 25, 2006 by Decker & Coriell Inc., Professional Land Surveyors & Planners.

For Information Only:
Also known as Lot(s) 1, Block 15 on the Tax Map of the Township of Green Brook, in the County of Somerset.

SCHEDULE A

The Street address of the Property is: **110 Warrenville Road, Green Brook, New Jersey 08812.**

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

WITNESS:

ADTI HOUSING CORP., a Non-Profit Corporation of the State of New Jersey

Susan Anczarki, Secretary

Nancy Good, President (Seal)

STATE OF NEW JERSEY }
} **SS.:**
COUNTY OF SOMERSET }

BE IT REMEMBERED that on this 1st day of September, 2006 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Susan Anczarki, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Secretary of Alternatives, Inc., the Corporation named in the within instrument; that Nancy Good 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 Trustees of said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said instrument is the proper corporation seal and was hereto affixed and said instrument signed and delivered by the said Nancy Good, President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

A NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

CAROLYN E. DAVIS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/21/2007

RECORD AND RETURN TO:

Robert J. Romano, Jr. Esq.
Andora & Romano, L.L.C.
15 Essex Road
Paramus, New Jersey 07652

MUST SUBMIT IN DUPLICATE
RTF-1 (Rev. 8/11/06)

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 Somerset } **SS.** County Municipal Code 1809

MUNICIPALITY OF PROPERTY LOCATION Green Brook

FOR RECORDER'S USE ONLY	
Consideration	$ 334,900.00
RTF paid by seller	$ 602.50
Date 9/7/06	By S.N.

*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, Nancy Good, President (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the Corporate Officer (Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.) in a deed dated September 7, 2006 transferring real property identified as Block number 15 Lot number 1 located at 110 Warrenville Road, Township of Green Brook, County of Somerset, State of New Jersey 08812 (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 334,900.00 *(See Instructions #1 and #5 on reverse side)*

(3) Property transferred is Class 4A 4B 4C. (circle one) If Class 4A, calculation in Section 3A is required.

(3A) **REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS:** *(See Instructions #5A and 7 on reverse side)*

Total Assessed Valuation ÷ Director's Ratio = Equalized 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 value.

(4) FULL EXEMPTION FROM FEE *(See Instruction #8 on reverse side)*

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by **C.** 49, **P.L.** 1968, as amended through **C.** 66, **P.L.** 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE *(See Instruction #9 on reverse side)*

PARTIAL EXEMPTION FROM FEE EXEMPTION FROM FEE *(See Instructions #7 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 Fee, Supplemental Fee, and General Purpose Fee, 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. * *(See 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 or disabled persons must also meet **all** of the following criteria.

☐ Owned and occupied by grantor(s) at time of sale.
☐ One or two-family residential premises.
☐ Resident of the State of New Jersey.
☐ Owners as joint tenants must all qualify.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** *(See Instruction #9 on reverse side)*

☒ Affordable according to H.U.D. standards.
☒ Meets income requirements of region.
☒ Reserved for occupancy.
☒ Subject to resale controls.

(6) NEW CONSTRUCTION *(See Instructions #2, #10 and # 12 on reverse side)*

☐ Entirely new improvement.
☐ Not previously used for any purpose.
☐ Not previously occupied.
☐ **"NEW CONSTRUCTION"** printed clearly at the top of the first page of the deed.

(7) 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 1st day of September, 2006

Carolyn E. Davis
A Notary Public of the State of New Jersey

CAROLYN E. DAVIS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/21/2007

Nancy Good
Signature of Deponent

600 First Ave., Raritan, NJ 08869
Deponent Address

ADTI HOUSING CORP.
By: Nancy Good, President
Grantor Name

600 First Ave., Raritan, NJ 08869
Grantor Address at Time of Sale

Andora & Romano, L.L.C.
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number	County: Somerset
Deed Number	Book Page
Deed Dated 9/7/06	Date Recorded 9/7/06

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY- DIVISION OF TAXATION
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.**

INSTRUCTIONS FOR FILING FORM RTF-1, AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

1. STATEMENT OF CONSIDERATION AND REALTY TRANSFER FEE PAYMENT ARE PREREQUISITES FOR DEED RECORDING

No county recording officer shall record any deed evidencing transfer of title to real property unless (a) the consideration is recited in the deed, or (b) an Affidavit by one or more of the parties named in the deed or by their legal representatives declaring the consideration is annexed for recording with the deed, and (c) for conveyances and transfers of property for which the total consideration recited in the deed is not in excess of $350,000, a fee is remitted at the rate of $2.00/$500 of consideration or fractional part thereof not in excess of $150,000; $3.35/$500 of consideration or fractional part thereof in excess of $150,000 but not in excess of $200,000; and $3.90/$500 of consideration or fractional part thereof in excess of $200,000. For transfers of property for which the total consideration recited in the deed is in excess of $350,000, a fee is remitted at the rate of $2.90/$500 of consideration or fractional part not in excess of $150,000; $4.25/$500 of consideration or fractional part thereof in excess of $150,000 but not in excess of $200,000; $4.80/$500 of consideration or fractional part thereof in excess of $200,000; $5.30/$500 of consideration or fractional part thereof in excess of $550,000 but not in excess of $850,000; $5.80/$500 of consideration or fractional part thereof in excess of $850,00 but not in $1,000,000; and $6.05/$500 of consideration or fractional part thereof in excess of $1,000,000, which fee shall be paid in addition to the recording fees imposed by Chapter 123, **P.L.** 1965, Section 2 (**C.** 22A:4-4.1) as amended by Chapter 370, **P.L.** 2001, through Chapter 66, **P.L.** 2004, which fee shall be paid to the county recording officer at the time the deed is offered for recording/transfer. Of these fees, $.75/$500 of consideration or fractional part in excess of $150,000 paid to the State Treasurer is credited to the Neighborhood Preservation Nonlapsing Revolving Fund.

2. WHEN AFFIDAVIT MUST BE ANNEXED TO DEED

This Affidavit must be annexed to and recorded with all deeds when entire consideration is not recited in deed or the acknowledgement or proof of the execution, when the grantor claims a total or partial exemption from the fee, Class 4 property that includes commercial, industrial, or apartment property, and for transfers of "new construction." (See Instructions #10 and #12 below.)

3. LEGAL REPRESENTATIVE

"Legal representative" is to be interpreted broadly to include any person actively and responsibly participating in the transaction, such as, but not limited to: an attorney representing one of the parties; a closing officer of a title company or lending institution participating in the transaction; a holder of power of attorney from grantor or grantee.

4. OFFICER OF CORPORATE GRANTOR/OFFICER OF TITLE COMPANY OR LENDING INSTITUTION

Where a deponent is an officer of corporate grantor, state the name of corporation and officer's title or where a deponent is a closing officer of a title company or lending institution participating in the transaction, state the name of the company or institution and officer's title.

5. CONSIDERATION

"Consideration" means in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is assumed and agreed to be paid by the grantee and any other lien or encumbrance not paid, satisfied or removed in connection with the transfer of title. (**C.** 49, **P.L.** 1968, Section 1, as amended.)

5A. CLASS 4A "COMMERCIAL PROPERTIES" DEFINED

Class 4A "Commercial properties" as defined in **N.J.A.C.** 18:12-2.2 means *"any other type of income-producing property other than property in classes 1, 2, 3A, 3B, and those properties included in classes 4B and 4C."* A quarterly audit of all Class 4A sales submitted by the municipal assessor through the SR-1A/equalization process will determine whether a Class 4A transaction was recorded without proper documentation and the required Affidavits of Consideration.

6. DIRECTOR'S RATIO

"Director's Ratio" means the average ratio of assessed to true value of real property for each taxing district as determined by the Director, Division of Taxation, in the Table of Equalized Valuations promulgated annually on or before October 1 in each year pursuant to **N.J.S.A.** 54:1-35.1. The Table is used in the calculation and apportionment of distributions pursuant to the State School Aid Act of 1954.

7. EQUALIZED VALUE

"Equalized Value" means the assessed value of the property in the year that the transfer is made, divided by the Director's Ratio. The Table of Equalized Valuations is promulgated annually on or before October 1 in each year pursuant to **N.J.S.A.** 54:1-35.1.

(Example: Assessed value = $1,000,000; Director's Ratio = 80%. $1,000,000 ÷ .80 = $1,250,000)

8. FULL EXEMPTION FROM THE REALTY TRANSFER FEE (GRANTOR/GRANTEE)

The fee imposed by this Act shall not apply to a deed:

(a) For consideration of less than $100; (b) By or to the United States of America, this State, or any instrumentality, agency or subdivision; (c) Solely in order to provide or release security for a debt or obligation; (d) Which confirms or corrects a deed previously recorded; (e) On a sale for delinquent taxes or assessments; (f) On partition; (g) By a receiver, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors; (h) Eligible to be recorded as an "ancient deed" pursuant to R.S. 46:16-7; (i) Acknowledged or proved on or before July 3, 1968; (j) Between husband and wife, or parent and child; (k) Conveying a cemetery lot or plot; (l) In specific performance of a final judgment; (m) Releasing a right of reversion; (n) Previously recorded in another county and full Realty Transfer Fee paid or accounted for as evidenced by written instrument, attested to by the grantee and acknowledged by the county recording officer of the county of such prior recording, specifying the county, book, page, date of prior recording, and amount of Realty Transfer Fee previously paid; (o) 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; (p) Recorded within 90 days following the entry of a divorce decree which dissolves the marriage between the grantor and grantee; (q) Issued by a cooperative corporation, as part of a conversion of all of the assets of the cooperative corporation into a condominium, to a shareholder upon the surrender by the shareholder of all of the shareholder's stock in the cooperative corporation and the proprietary lease entitling the shareholder to exclusive occupancy of a portion of the property owned by the corporation.

9. PARTIAL EXEMPTION FROM THE REALTY TRANSFER FEE (C. 176, P.L. 1975; C. 113, P.L. 2003; C. 66 P.L. 2004)

The following transfers of title to real property shall be exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable: 1. The sale of any one or two-family residential premises which are owned and occupied by a senior citizen, blind person, or disabled person who is the seller in such transaction; provided, however, that except in the instance of a husband and wife no exemption shall be allowed if the property being sold is owned as joint tenants and one or more of the owners is not a senior citizen, blind person, or disabled person; 2. The sale of Low and Moderate Income Housing conforming to the requirements as established by this Act.

For the purposes of this Act, the following definitions shall apply:

"Blind person" means a person whose vision in his better eye with proper correction does not exceed 20/200 as measured by the Snellen chart or a person who has a field defect in his better eye with proper correction in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater than 20°.

"Disabled person" means any resident of this State who is permanently and totally disabled, unable to engage in gainful employment, and receiving disability benefits or any other compensation under any federal or State law.

"Senior citizen" means any resident of this State of the age of 62 or over.

"Low and Moderate Income Housing" means any residential premises, or part thereof, affordable according to Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs occupied or reserved for occupancy by households with a gross income equal to 80% or less of the median gross household income for households of the same size within the housing region in which the housing is located, but shall include only those residential premises subject to resale controls pursuant to contractual guarantees.

"Resident of the State of New Jersey" means any claimant who is legally domiciled in this State when the transfer of the subject property is made. Domicile is what the claimant regards as the permanent home to which he intends to return after a period of absence. Proofs of domicile include a New Jersey voter registration, motor vehicle registration and driver's license, and resident tax return filing.

10. TRANSFERS OF NEW CONSTRUCTION

"*New construction*" means any conveyance or transfer of property upon which there is an entirely new improvement not previously occupied or used for any purpose. On transfers of new construction, the words **"NEW CONSTRUCTION"** shall be printed clearly at the top of the first page of the deed, and an Affidavit by the grantor stating that the transfer is of property upon which there is new construction shall be appended to the deed.

11. REALTY TRANSFER FEE IS A FEE IN ADDITION TO OTHER RECORDING FEES

The county recording officer is required to collect the Realty Transfer Fee at the time the deed is offered for recording/transfer.

12. PENALTY FOR WILLFUL FALSIFICATION OF CONSIDERATION AND TRANSFERS OF NEW CONSTRUCTION

Any person who knowingly falsifies the consideration recited in a deed or in the proof or acknowledgement of the execution of a deed or in an affidavit annexed to a deed declaring the consideration therefor or a declaration in an affidavit that a transfer is exempt from recording fee is guilty of a crime of the fourth degree (Chapter 308, **P.L.** 1991, effective June 1, 1992). Grantors conveying title of new construction who fail to subscribe and append to the deed an affidavit to that effect in accordance with the provisions of subsection c. of section 2 of Chapter 49, **P.L.** 1968(C.46:15-6) is guilty of a disorderly persons offense. The Division of Taxation is entitled to review the Fees collected pursuant to the State Uniform Procedure Law. The Director of the Division of Taxation is authorized to make deficiency assessments to taxpayers who have, intentionally or mistakenly, underestimated the consideration or sales price of properties on the Affidavit of Consideration attached to deeds and upon which the Realty Transfer Fee is based.

13. COUNTY/MUNICIPAL CODES

County/Municipal codes may be found at http://www.state.nj.us/treasury/taxation/pdf/lpt/cntycode.pdf.

Bk. 600 °CL SN.

Project Number: 05-WAL25-18

SOMERSET COUNTY, NEW JERSEY

HOME INVESTMENT PARTNERSHIP PROGRAM

DEED COVENANT

The purpose of the within deed covenant is to establish certain restrictions upon the within property in accordance with an agreement between Somerset County, New Jersey and Warrenville Road, Inc., 600 First Avenue, Raritan, NJ 08869 dated September 5, 2006; a Repayment Mortgage dated September 7, 2006; and a Mortgage Repayment Note dated September 7, 2006. Specifically, the property described herein is to be acquired and/or rehabilitated and leased or sold to qualifying low or very low income households for use as a principal residence and shall qualify as an affordable housing unit pursuant to the provisions of the National Affordable Housing Act of 1990 (NAHA) and the act's implementing Federal Regulations. Funds have been provided by Somerset County as the recipient of HOME Investment Partnerships Program funds pursuant to NAHA which funds are to be used to finance affordable housing pursuant to the terms and requirements of NAHA and the act's implementing Federal Regulations which have been adopted by the United States Department of Housing and Urban Development (HUD). The affordable housing unit financed in the within property must comply with the affordability requirements of the NAHA and the implementing regulations as found in 24 C.F.R. 92, et. seq., 24 C.F.R. 92.252, 24 C.F.R. 92.254, 24 C.F.R. 85.43, 24 C.F.R. 85.44 and 24 C.F.R. 92.504 (13).

These restrictions shall run with the land and be enforceable against the heirs and assigns of the grantor unless and until (1) the restriction is removed by written consent of Somerset County, New Jersey and/or (2) the Agreement; Repayment Mortgage and Mortgage Repayment Note referenced above between the Somerset County, New Jersey and Warrenville, Inc. are terminated or expire pursuant to the terms of those documents.

The property to which this deed covenant applies is located in the Greenbrook, County of Somerset and State of New Jersey and described as follows:

Street Address: 110 Warrenville Road Lot No.: 1 Block No.: 15

Also more particularly described as setforth in a certain deed for said property issued to the grantee, Warrenville, Inc., by the grantor. A copy of that deed is attached to this deed covenant and by this reference is incorporated in its entirety as part of this agreement.

ANDORA & ROMANO LLC
15 ESSEX RD
PARAMUS NJ 07652

2006058941

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2006 SEP 07 01:31:49 PM
BK:5938 PG:917-925
INSTRUMENT # 2006058941

LEGAL DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the Township of Green Brook, County of Somerset and State of New Jersey, being more particularly described as follows:

BEING known and designated as Lot No. 7 as shown on a certain map entitled, "Map of Webster Manor situated in The Township of Green Brook, Somerset County, N.J.", dated July 1951, prepared by Walter A. Kafka, Civil Engineer, Green Brook, New Jersey, said map being duly filed in the Somerset County Clerk's Office on September 24, 1951 as Map No. 243.

BEING also described as follows:

BEGINNING at an iron pipe on the Southerly line of Webster Avenue (50' wide) said point being twenty nine and ninety three hundredths (29.93') feet measured Easterly along the extended Southerly line of Webster Avenue from its intersection with the Easterly line of Warrenville Road (45' wide) if extended;

thence (1) Along the Southerly line of Webster Avenue North sixty seven degrees thirty five minutes twenty seconds East (N 67° 35' 20" E) a distance of one hundred twenty and seven hundredths (120.07') feet to a point;

thence (2) South thirty two degrees forty minutes East (S 32° 40' E) a distance of one hundred five (105.0') feet to a point;

thence (3) South sixty seven degrees thirty five minutes twenty seconds West (S 67° 35' 20" W) a distance of one hundred fifty (150.0') feet to a point on the Easterly line of Warrenville Road;

thence (4) Along the Easterly line of Warrenville Road North thirty two degrees forty minutes West (N 32° 40' W) a distance of seventy five and seven hundredths (75.07') feet to the point of curve leading into Webster Avenue;

thence (5) In a Northeasterly direction along a curve to the right having a radius of twenty five (25.0') feet an arc distance of forty three and seventy four hundredths (43.74') feet to the place of BEGINNING.

The above description was prepared in accordance with a survey performed on May 23, 2006, and prepared and dated May 25, 2006 by Decker & Coriell Inc., Professional Land Surveyors & Planners.

For Information Only:
Also known as Lot(s) 1, Block 15 on the Tax Map of the Township of Green Brook, in the County of Somerset.

EXHIBIT A

The Owner agrees to the terms of this Deed Covenant by signing below.

Dated: September 7 , 2006

Attest:

Warrenville Inc. Warrenville Road, Inc.

Amarilis Duarte
Amarilis Duarte, Secretary

Carolyn Davis
Carolyn Davis, President

State of New Jersey

SS:

County of Somerset

BE IT REMEMBERED, that on this 7th day of September, 2006, before me the subscriber, personally appeared Carolyn Davis, President who I am satisfied is the authorized representative of the Owner mentioned in the within instrument and thereupon signed this document. The person acknowledged signing, sealing and delivering this document as his own voluntary act and deed for the uses and purposes therein expressed.

Darlene Della Ventura
Notary 9/7/06

DARLENE E. DELLA VENTURA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 21, 2007

TO THE CLERK OF THE County of Somerset This deed restriction is fully satisfied. I authorize you to cancel it of Record. Lender: I certify that the Lender's signature is genuine.	Record and return to: Robert J. Romano, Jr., Esq. Andora & Romano, L.L.C. 15 Essex Road Paramus, New Jersey 07652

License No. 10402T02SH143

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

Alternatives, Inc.

600 First Avenue
Raritan, NJ 08869

In accordance with Department of Human Services regulations, NJAC 10:37A, is hereby licensed to operate

Supportive Housing Residence

for up to 3 Residents

at
110 Warrenville Road
Greenbrook, NJ 08812

This License is effective from 11/1/2013 to 10/31/2015

Jennifer Velez, Commissioner
Department of Human Services

Appendix I | 998 Washington Avenue 2019 Deed Restriction

SOMERSET COUNTY

DOCUMENT COVER SHEET

HON. BRETT A. RADI
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

(Official Use Only)

DATE OF DOCUMENT: December 16, 2019	TYPE OF DOCUMENT: Deed
FIRST PARTY *(Grantor, Mortgagor, Seller or Assignor)*	SECOND PARTY *(Grantee, Mortgagee, Buyer, Assignee)*
Central Jersey Housing Resource Center	Patrick Murray
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

MUNICIPALITY: Green Brook	MAILING ADDRESS OF GRANTEE: 2 Kelly Court Green Brook, NJ 08812
BLOCK: 83	
LOT: 2.01	
CONSIDERATION: $ 1.00	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

DO NOT REMOVE THIS PAGE

THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD

RETAIN THIS PAGE FOR FUTURE REFERENCE

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 16 day of December, 2019, by and between the CENTRAL JERSEY HOUSING RESOURCE CENTER ("Administrative Agent"), or its successor, acting on behalf of THE TOWNSHIP OF GREEN BROOK, with offices at 111 Greenbrook Rd., Green Brook, N.J. 08812, and Patrick Murray having offices at 2 Kelly Ct., Green Brook, N.J. 08812 the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

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

Article 2. Description of Property

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the municipality of Green Brook, County of Somerset, State of New Jersey, and described more specifically as Block No. 83; Lot No. 2.01 , and known by the street address: 998 North Washington Ave., Green Brook, N.J. 08812.

More specifically designated as apartment numbers: 1A (a three bedroom low-income unit); 1F (a two bedroom low-income unit), 1H (a one bedroom very low income unit), 2A (a three bedroom moderate income unit), 2F (a two bedroom moderate income unit), 3F (a two bedroom moderate income unit), totaling six (6) affordable units, including one very low-income affordable unit, two low-income affordable units and three moderate-income affordable units.

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

CENTRAL JERSEY HOUSING RESOURCE CENTER

BY: Sharon Clark

Name: Sharon Clark

Title Executive Director

OWNER

Patrick Murray

APPROVED BY TOWNSHIP OF GREEN BROOK

BY: Kelly G Cupet

Township Administrator/ Municipal Clerk

Title

ACKNOWLEDGEMENTS

On this the 18th day of December, 2019 before me came Sharon Clark, representative for the Central Jersey Housing Resource Center, to me known and known to me to be the Administrative Agent for the Township of Green Brook, who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

Laura Ann Wetzel
NOTARY PUBLIC

LAURA ANN WETZEL
NOTARY PUBLIC
My Comm. Exp. Nov 5, 2022
STATE OF NEW JERSEY

On this the 18th day of December, 2019 before me came **PATRICK MURRAY**, to me known and known to me to be the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.

NOTARY PUBLIC

ANNABELLA LINGAN
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 19, 2021

On this the 18th day of December, 2019 before me came Kelly Cupit and known to me to be Municipal Clerk of the Township of Green Brook, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein

NOTARY PUBLIC

ANTHONY BUONTEMPO
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2432872
My Commission Expires 4/19/2023

SOMERSET COUNTY
20 Grove Street
SOMERVILLE, NJ 08876
(908) 231-7006

Receipt Time: 12/18/2019 01:58:57 PM Receipt #: 99491

Issued To: PATRICK MURRAY

Documents

#	Type	# Pages	Quantity	Reference #	Book / Page		Amount
1	AGREEMENT DEED	5	1	2019049006	7175	1941	$73.00
					Total :		$73.00

Payments

#	Type	Payment #	Amount	NSF
1	CASH		$100.00	
		Total Payments:	$100.00	

Change Issued: $27.00

THANK YOU
OVERPAYMENTS OF $10 OR LESS
WILL BE CONSIDERED SURPLUS

Appendix J | Woods at King George – Off Site 2018 Deed Restrictions

SOMERSET COUNTY

DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

INSTRUMENT # 2019001543
BOOK: 7094 PAGE: 2189-2194

DATE OF DOCUMENT: 2nd December 11, 2018	TYPE OF DOCUMENT: First Affordable Housing Deed Restriction
~~FIRST~~ PARTY (*Grantor, Mortgagor, Seller or Assignor*)	~~SECOND~~ PARTY (*Grantee, Mortgagee, Buyer, Assignee*)
Township of Green Brook	Chasbob, Inc.
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

MUNICIPALITY: Green Brook Township	MAILING ADDRESS OF GRANTEE: 775 Mountain Boulevard, Suite 7, Watchung, NJ 07069
BLOCK: 101.01	
LOT: 1	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

DO NOT REMOVE THIS PAGE

THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD

RETAIN THIS PAGE FOR FUTURE REFERENCE

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

1131 King Court, Block 101.01, Lot 1, (2 Bedroom Moderate Income); 1132 King Court, Block 101.01, Lot 1, (2 Bedroom Low Income); 1133 King Court, Block 101.01, Lot 1, (2 Bedroom Moderate Income); Township of Green Brook, Somerset County, New Jersey

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE

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

This "Deed Restriction" entered into on this 11th day of December, 2018, by and between the Township of Green Brook, a municipal corporation of the State of New Jersey, with principal offices located at 111 Greenbrook Road, Green Brook, New Jersey 08812 ("Township") and Chasbob, Inc., a corporation of the State of New Jersey, with an address located at 775 Mountain Boulevard, Suite 7, Watchung, New Jersey 07069 ("Owner") the owner of residential rental housing units located on King Court in the Township of Green Brook, County of Somerset, State of New Jersey.

WITNESSETH

Article 1. Consideration

In consideration of the transfer of title and right to develop the property currently owned by the Township and identified on the Tax Map of the Township as Block 101.12, Lot 3.01 with twenty-three (23) residential housing units, Owner agrees to provide the Township with Affordable Housing Deed Restrictions on twelve (12) residential rental housing units located on King Court in the Township of Green Brook, Somerset County, New Jersey, three (3) of such units are more specifically described in Article 2 hereof which shall be subject to the terms and conditions of this Deed Restriction.

Article 2. Description of Property

The three (3) affordable housing rental units to be provided by Owner to the Township and made subject to this Deed Restriction are located on King Court in the Township of Green Brook, County of Somerset, State of New Jersey, and shall be Deed Restricted as follows: 1131 King Court, Block 101.01, Lot 1, (2 Bedroom Moderate Income); 1132 King Court, Block 101.01, Lot 1, (2 Bedroom Low Income); 1133 King Court, Block 101.01, Lot 1, (2 Bedroom Moderate Income) (collectively referred to as the "Property").

Article 3. Affordable Housing Covenants

The following covenants ("Covenants") shall run with the Property for the period of time ("Control Period") determined separately with respect for each dwelling unit, commencing upon 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 Township elects to release the unit from such requirements. Prior to such Township election, a restricted 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") as may be amended.

B. The Property shall be used solely for the purpose of providing rental dwelling units for moderate, low and very 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 by the Township's 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 Township's 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 Township's Administrative Agent.

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

E. Owner shall notify the Township and its Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of 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, and the obligation for the provision of moderate, low and very low income housing.

A. In the event of a threatened breach of any of the Covenants by Owner, or any successor in interest of the Property, the Township and its 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 Owner, or any successor in interest or other owner of the Property, the Township and its 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 Property, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

In Witness Whereof, the Township and Owner hereby execute this Deed Restriction for the purposes herein expressed to be effective the day and year first written above.

Witness/Attest

Kelly Cupit, Administrator/Clerk

Township of Green Brook

Patrick Boccio, Mayor

Witness/Attest

Witness/Attest

Chasbob, Inc.

Charles Ferruggia, Owner and Managing Member

Robert Ferruggia, Owner and Managing Member

Chasbob, Inc., Acknowledgment

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

I CERTIFY that on November 20, 2018, Charles Ferruggia and Robert Ferruggia personally came before me and acknowledged under oath, to my satisfaction, that: (a) they are the owners and managing members of Chasbob, Inc., the owner of the Property referenced in this Deed Restriction; (b) they are fully authorized to execute and deliver this Deed Restriction on behalf of Chasbob, Inc.; and (c) they executed and delivered this Deed Restriction voluntarily for the purposes set forth herein.

Jillian A. Centanni
Notary Public of the State of New Jersey

JILLIAN A. CENTANNI, ESQ.
ATTORNEY-AT-LAW
STATE OF NEW JERSEY
ID# 011632011

Township Of Green Brook Acknowledgment

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

I CERTIFY that on December 27, 2018, Kelly Cupit, Administrator/Clerk of the Township of Green Brook, personally came before me and acknowledged under oath, to my satisfaction, that: (a) this person is the Administrator/Clerk of the Township of Green Brook; (b) this person is the attesting witness to the signing of this Deed Restriction by the Mayor of the Township of Green Brook; (c) this Deed Restriction was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Green Brook; and (d) this person signed this proof to attest to the truth of these facts.

Notary Public of the State of New Jersey

RAYMOND S MURRAY
ID # 2345814
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires June 12, 2021

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn.: William Willard



Steve Peter
Somerset County Clerk
20 Grove Street
P.O. Box 3000
Somerville, NJ 08876

****

Date Recorded:	1/14/2019	11:03:57 AM
Recorded By:	BRIONES	
Book & Page:	OPR 7094	2189-2194
Instrument No.:	2019001543	
Number of Pages:	6	
Document Type:	TOWNSHIP AGREEMENT DEED	
Recording Fee (inc all addtl charges):	$11.00	

****

DO NOT DISCARD

SOMERSET COUNTY

DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

INSTRUMENT # 2019001539

BOOK: 7094 PAGE: 2165-2170

DATE OF DOCUMENT: 2nd December 11, 2018	TYPE OF DOCUMENT: 1st Affordable Housing Deed Restriction
~~FIRST~~ PARTY (*Grantor, Mortgagor, Seller or Assignor*)	~~SECOND~~ PARTY (*Grantee, Mortgagee, Buyer, Assignee*)
Township of Green Brook	Chasbob, Inc.
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

MUNICIPALITY: Green Brook Township	MAILING ADDRESS OF GRANTEE: 775 Mountain Boulevard, Suite 7, Watchung, NJ 07069
BLOCK: 101.05	
LOT: 1	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

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MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

1521 King Court, Block 101.05, Lot 1, (2 Bedroom Very Low Income), Township of Green Brook, County of Somerset, State of New Jersey

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE

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

This "Deed Restriction" entered into on this 11th day of December, 2018, by and between the Township of Green Brook, a municipal corporation of the State of New Jersey, with principal offices located at 111 Greenbrook Road, Green Brook, New Jersey 08812 ("Township") and Chasbob, Inc., a corporation of the State of New Jersey, with an address located at 775 Mountain Boulevard, Suite 7, Watchung, New Jersey 07069 ("Owner") the owner of residential rental housing units located on King Court in the Township of Green Brook, County of Somerset, State of New Jersey.

WITNESSETH

Article 1. Consideration

In consideration of the transfer of title and right to develop the property currently owned by the Township and identified on the Tax Map of the Township as Block 101.12, Lot 3.01 with twenty-three (23) residential housing units, Owner agrees to provide the Township with Affordable Housing Deed Restrictions on twelve (12) residential rental housing units located on King Court in the Township of Green Brook, Somerset County, New Jersey, one (1) such unit is more specifically described in Article 2 hereof which shall be subject to the terms and conditions of this Deed Restriction.

Article 2. Description of Property

The one (1) affordable housing rental units to be provided by Owner to the Township and made subject to this Deed Restriction are located on King Court in the Township of Green Brook, County of Somerset, State of New Jersey, and shall be Deed Restricted as follows: 1521 King Court, Block 101.05, Lot 1, (2 Bedroom Very Low Income) (referred to as the "Property").

Article 3. Affordable Housing Covenants

The following covenants ("Covenants") shall run with the Property for the period of time ("Control Period") determined separately with respect for each dwelling unit, commencing upon

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 Township elects to release the unit from such requirements. Prior to such Township election, a restricted 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") as may be amended.

B. The Property shall be used solely for the purpose of providing rental dwelling units for moderate, low and very 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 by the Township's 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 Township's 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 Township's Administrative Agent.

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

E. Owner shall notify the Township and its Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of 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, and the obligation for the provision of moderate, low and very low income housing.

A. In the event of a threatened breach of any of the Covenants by Owner, or any successor in interest of the Property, the Township and its 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 Owner, or any successor in interest or other owner of the Property, the Township and its 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 Property, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

In Witness Whereof, the Township and Owner hereby execute this Deed Restriction for the purposes herein expressed to be effective the day and year first written above.

Witness/Attest

Kelly Cupit, Administrator/Clerk

Township of Green Brook

Patrick Boccio, Mayor

Witness/Attest

Chasbob, Inc.

Charles Ferruggia, Owner and Managing Member

Witness/Attest

Robert Ferruggia, Owner and Managing Member

Chasbob, Inc., Acknowledgment

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

I CERTIFY that on November 20, 2018, Charles Ferruggia and Robert Ferruggia personally came before me and acknowledged under oath, to my satisfaction, that: (a) they are the owners and managing members of Chasbob, Inc., the owner of the Property referenced in this Deed Restriction; (b) they are fully authorized to execute and deliver this Deed Restriction on behalf of Chasbob, Inc.; and (c) they executed and delivered this Deed Restriction voluntarily for the purposes set forth herein.

Jillian A. Centanni
Notary Public of the State of New Jersey

JILLIAN A. CENTANNI, ESQ.
ATTORNEY-AT-LAW
STATE OF NEW JERSEY
ID# 011632011

Township Of Green Brook Acknowledgment

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

I CERTIFY that on December 27, 2018, Kelly Cupit, Administrator/Clerk of the Township of Green Brook, personally came before me and acknowledged under oath, to my satisfaction, that: (a) this person is the Administrator/Clerk of the Township of Green Brook; (b) this person is the attesting witness to the signing of this Deed Restriction by the Mayor of the Township of Green Brook; (c) this Deed Restriction was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Green Brook; and (d) this person signed this proof to attest to the truth of these facts.

Notary Public of the State of New Jersey

RAYMOND S MURRAY
ID # 2345814
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires June 12, 2021

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn.: William Willard



Steve Peter
Somerset County Clerk
20 Grove Street
P.O. Box 3000
Somerville, NJ 08876

****

Date Recorded:	1/14/2019	11:03:57 AM
Recorded By:	BRIONES	
Book & Page:	OPR 7094	2165-2170
Instrument No.:	2019001539	
Number of Pages:	6	
Document Type:	TOWNSHIP AGREEMENT DEED	
Recording Fee (inc all addtl charges):	$11.00	

****

DO NOT DISCARD

SOMERSET COUNTY

DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

INSTRUMENT # 2019001540

BOOK: 7094 PAGE: 2171-2176

DATE OF DOCUMENT: 2nd December 11, 2018	TYPE OF DOCUMENT: 1st Affordable Housing Deed Restriction
~~FIRST~~ PARTY *(Grantor, Mortgagor, Seller or Assignor)*	~~SECOND~~ PARTY *(Grantee, Mortgagee, Buyer, Assignee)*
Township of Green Brook	Chasbob, Inc.
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

MUNICIPALITY: Green Brook Township	MAILING ADDRESS OF GRANTEE: 775 Mountain Boulevard, Suite 7, Watchung, NJ 07069
BLOCK: 101.07	
LOT: 1	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

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RETAIN THIS PAGE FOR FUTURE REFERENCE

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

1711 King Court, Block 101.07, Lot 1, (3 Bedroom Moderate Income); 1721 King Court, 101.07, Lot 1, (3 Bedroom Low Income); 1735 King Court, Block 101.07, Lot 1 (3 Bedroom Moderate Income); Township of Green Brook, Somerset County, New Jersey

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE

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

This "Deed Restriction" entered into on this 11th day of December, 2018, by and between the Township of Green Brook, a municipal corporation of the State of New Jersey, with principal offices located at 111 Greenbrook Road, Green Brook, New Jersey 08812 ("Township") and Chasbob, Inc., a corporation of the State of New Jersey, with an address located at 775 Mountain Boulevard, Suite 7, Watchung, New Jersey 07069 ("Owner") the owner of residential rental housing units located on King Court in the Township of Green Brook, County of Somerset, State of New Jersey.

WITNESSETH

Article 1. Consideration

In consideration of the transfer of title and right to develop the property currently owned by the Township and identified on the Tax Map of the Township as Block 101.12, Lot 3.01 with twenty-three (23) residential housing units, Owner agrees to provide the Township with Affordable Housing Deed Restrictions on twelve (12) residential rental housing units located on King Court in the Township of Green Brook, Somerset County, New Jersey, three (3) of such units are more specifically described in Article 2 hereof which shall be subject to the terms and conditions of this Deed Restriction.

Article 2. Description of Property

The three (3) affordable housing rental units to be provided by Owner to the Township and made subject to this Deed Restriction are located on King Court in the Township of Green Brook, County of Somerset, State of New Jersey, and shall be Deed Restricted as follows: 1711 King Court, Block 101.07, Lot 1, (3 Bedroom Moderate Income); 1721 King Court, 101.07, Lot 1, (3 Bedroom Low Income); 1735 King Court, Block 101.07, Lot 1, (3 Bedroom Moderate Income) (collectively referred to as the "Property").

Article 3. Affordable Housing Covenants

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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 Township elects to release the unit from such requirements. Prior to such Township election, a restricted 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") as may be amended.

B. The Property shall be used solely for the purpose of providing rental dwelling units for moderate, low and very 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 by the Township's 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 Township's 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 Township's Administrative Agent.

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

E. Owner shall notify the Township and its Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of 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, and the obligation for the provision of moderate, low and very low income housing.

A. In the event of a threatened breach of any of the Covenants by Owner, or any successor in interest of the Property, the Township and its 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 Owner, or any successor in interest or other owner of the Property, the Township and its 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 Property, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

In Witness Whereof, the Township and Owner hereby execute this Deed Restriction for the purposes herein expressed to be effective the day and year first written above.

Witness/Attest

Kelly Cupit, Administrator/Clerk

Township of Green Brook

Patrick Boccio, Mayor

Witness/Attest

Chasbob, Inc.

Charles Ferruggia, Owner and Managing Member

Witness/Attest

Robert Ferruggia, Owner and Managing Member

Chasbob, Inc., Acknowledgment

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

I CERTIFY that on November 20, 2018, Charles Ferruggia and Robert Ferruggia personally came before me and acknowledged under oath, to my satisfaction, that: (a) they are the owners and managing members of Chasbob, Inc., the owner of the Property referenced in this Deed Restriction; (b) they are fully authorized to execute and deliver this Deed Restriction on behalf of Chasbob, Inc.; and (c) they executed and delivered this Deed Restriction voluntarily for the purposes set forth herein.

Jillian A. Centanni
Notary Public of the State of New Jersey

JILLIAN A. CENTANNI, ESQ.
ATTORNEY-AT-LAW
STATE OF NEW JERSEY
ID# 011632011

Township Of Green Brook Acknowledgment

STATE OF NEW JERSEY :
: SS.:
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Notary Public of the State of New Jersey

RAYMOND S MURRAY
ID # 2345814
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires June 12, 2021

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn.: William Willard

Steve Peter
Somerset County Clerk
20 Grove Street
P.O. Box 3000
Somerville, NJ 08876

****

Date Recorded:	1/14/2019	11:03:57 AM
Recorded By:	BRIONES	
Book & Page:	OPR 7094	2171-2176
Instrument No.:	2019001540	
Number of Pages:	6	
Document Type:	TOWNSHIP AGREEMENT DEED	
Recording Fee (inc all addtl charges):	$11.00	

****

DO NOT DISCARD

SOMERSET COUNTY

DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

INSTRUMENT # 2019001541

BOOK: 7094 PAGE: 2177-2182

(Offi

DATE OF DOCUMENT: December 11, 2018	TYPE OF DOCUMENT: Affordable Housing Deed Restriction
FIRST PARTY *(Grantor, Mortgagor, Seller or Assignor)*	SECOND PARTY *(Grantee, Mortgagee, Buyer, Assignee)*
Township of Green Brook	Chasbob, Inc.
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY: Green Brook Township	MAILING ADDRESS OF GRANTEE: 775 Mountain Boulevard, Suite 7, Watchung, NJ 07069
BLOCK: 101.09	
LOT: 1	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

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MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

1921 King Court, Block 101.09, Lot 1, (2 Bedroom Low Income); 1922 King Court, Block 101.09, Lot 1, (2 Bedroom Low Income); Township of Green Brook, County of Somerset, State of New Jersey

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE

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

This "Deed Restriction" entered into on this 11th day of December, 2018, by and between the Township of Green Brook, a municipal corporation of the State of New Jersey, with principal offices located at 111 Greenbrook Road, Green Brook, New Jersey 08812 ("Township") and Chasbob, Inc., a corporation of the State of New Jersey, with an address located at 775 Mountain Boulevard, Suite 7, Watchung, New Jersey 07069 ("Owner") the owner of residential rental housing units located on King Court in the Township of Green Brook, County of Somerset, State of New Jersey.

WITNESSETH

Article 1. Consideration

In consideration of the transfer of title and right to develop the property currently owned by the Township and identified on the Tax Map of the Township as Block 101.12, Lot 3.01 with twenty-three (23) residential housing units, Owner agrees to provide the Township with Affordable Housing Deed Restrictions on twelve (12) residential rental housing units located on King Court in the Township of Green Brook, Somerset County, New Jersey, two (2) of such units are more specifically described in Article 2 hereof which shall be subject to the terms and conditions of this Deed Restriction.

Article 2. Description of Property

The two (2) affordable housing rental units to be provided by Owner to the Township and made subject to this Deed Restriction are located on King Court in the Township of Green Brook, County of Somerset, State of New Jersey, and shall be Deed Restricted as follows: 1921 King Court, Block 101.09, Lot 1, (2 Bedroom Low Income); 1922 King Court, Block 101.09, Lot 1, (2 Bedroom Low Income) (collectively referred to as the "Property").

Article 3. Affordable Housing Covenants

The following covenants ("Covenants") shall run with the Property for the period of time ("Control Period") determined separately with respect for each dwelling unit, commencing upon 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 Township elects to release the unit from such requirements. Prior to such Township election, a restricted 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") as may be amended.

B. The Property shall be used solely for the purpose of providing rental dwelling units for moderate, low and very 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 by the Township's 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 Township's 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 Township's Administrative Agent.

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

E. Owner shall notify the Township and its Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of 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, and the obligation for the provision of moderate, low and very low income housing.

A. In the event of a threatened breach of any of the Covenants by Owner, or any successor in interest of the Property, the Township and its 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 Owner, or any successor in interest or other owner of the Property, the Township and its 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 Property, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

In Witness Whereof, the Township and Owner hereby execute this Deed Restriction for the purposes herein expressed to be effective the day and year first written above.

Witness/Attest

Kelly Cupit, Administrator/Clerk

Township of Green Brook

Patrick Boccio, Mayor

Witness/Attest

Chasbob, Inc.

Charles Ferruggia, Owner and Managing Member

Witness/Attest

Robert Ferruggia, Owner and Managing Member

Chasbob, Inc., Acknowledgment

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

I CERTIFY that on November 20, 2018, Charles Ferruggia and Robert Ferruggia personally came before me and acknowledged under oath, to my satisfaction, that: (a) they are the owners and managing members of Chasbob, Inc., the owner of the Property referenced in this Deed Restriction; (b) they are fully authorized to execute and deliver this Deed Restriction on behalf of Chasbob, Inc.; and (c) they executed and delivered this Deed Restriction voluntarily for the purposes set forth herein.

Jillian A. Centanni
Notary Public of the State of New Jersey

JILLIAN A. CENTANNI, ESQ.
ATTORNEY-AT-LAW
STATE OF NEW JERSEY
ID# 011632011

Township Of Green Brook Acknowledgment

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

I CERTIFY that on December 27, 2018, Kelly Cupit, Administrator/Clerk of the Township of Green Brook, personally came before me and acknowledged under oath, to my satisfaction, that: (a) this person is the Administrator/Clerk of the Township of Green Brook; (b) this person is the attesting witness to the signing of this Deed Restriction by the Mayor of the Township of Green Brook; (c) this Deed Restriction was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Green Brook; and (d) this person signed this proof to attest to the truth of these facts.

Notary Public of the State of New Jersey

RAYMOND S MURRAY
ID # 2345814
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires June 12, 2021

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn.: William Willard



Steve Peter
Somerset County Clerk
20 Grove Street
P.O. Box 3000
Somerville, NJ 08876

****

Date Recorded:	1/14/2019	11:03:57 AM
Recorded By:	BRIONES	
Book & Page:	OPR 7094	2177-2182
Instrument No.:	2019001541	
Number of Pages:	6	
Document Type:	TOWNSHIP AGREEMENT DEED	
Recording Fee (inc all addtl charges):	$11.00	

****

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SOMERSET COUNTY

DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

(O

INSTRUMENT # 2019001542

BOOK: 7094 PAGE: 2183-2188

DATE OF DOCUMENT: 2nd December 11, 2018	TYPE OF DOCUMENT: 1st Affordable Housing Deed Restriction
~~FIRST~~ PARTY *(Grantor, Mortgagor, Seller or Assignor)*	~~SECOND~~ PARTY *(Grantee, Mortgagee, Buyer, Assignee)*
Township of Green Brook	Chasbob, Inc.
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY: Green Brook Township	MAILING ADDRESS OF GRANTEE: 775 Mountain Boulevard, Suite 7, Watchung, NJ 07069
BLOCK: 101.11	
LOT: 1	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
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MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

2133 King Court, Block 101.11, Lot 1, (2 Bedroom Moderate Income), Township of Green Brook, County of Somerset, State of New Jersey

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE

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

This "Deed Restriction" entered into on this 11th day of December, 2018, by and between the Township of Green Brook, a municipal corporation of the State of New Jersey, with principal offices located at 111 Greenbrook Road, Green Brook, New Jersey 08812 ("Township") and Chasbob, Inc., a corporation of the State of New Jersey, with an address located at 775 Mountain Boulevard, Suite 7, Watchung, New Jersey 07069 ("Owner") the owner of residential rental housing units located on King Court in the Township of Green Brook, County of Somerset, State of New Jersey.

WITNESSETH

Article 1. Consideration

In consideration of the transfer of title and right to develop the property currently owned by the Township and identified on the Tax Map of the Township as Block 101.12, Lot 3.01 with twenty-three (23) residential housing units, Owner agrees to provide the Township with Affordable Housing Deed Restrictions on twelve (12) residential rental housing units located on King Court in the Township of Green Brook, Somerset County, New Jersey, one (1) such unit is more specifically described in Article 2 hereof which shall be subject to the terms and conditions of this Deed Restriction.

Article 2. Description of Property

The one (1) affordable housing rental units to be provided by Owner to the Township and made subject to this Deed Restriction are located on King Court in the Township of Green Brook, County of Somerset, State of New Jersey, and shall be Deed Restricted as follows: 2133 King Court, Block 101.11, Lot 1, (2 Bedroom Moderate Income) (referred to as the "Property").

Article 3. Affordable Housing Covenants

The following covenants ("Covenants") shall run with the Property for the period of time ("Control Period") determined separately with respect for each dwelling unit, commencing upon

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 Township elects to release the unit from such requirements. Prior to such Township election, a restricted 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") as may be amended.

B. The Property shall be used solely for the purpose of providing rental dwelling units for moderate, low and very 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 by the Township's 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 Township's 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 Township's Administrative Agent.

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

E. Owner shall notify the Township and its Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of 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, and the obligation for the provision of moderate, low and very low income housing.

A. In the event of a threatened breach of any of the Covenants by Owner, or any successor in interest of the Property, the Township and its 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 Owner, or any successor in interest or other owner of the Property, the Township and its 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 Property, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

In Witness Whereof, the Township and Owner hereby execute this Deed Restriction for the purposes herein expressed to be effective the day and year first written above.

Witness/Attest

Kelly Cupit, Administrator/Clerk

Township of Green Brook

Patrick Boccio, Mayor

Witness/Attest

Chasbob, Inc.

Charles Ferruggia, Owner and Managing Member

Witness/Attest

Robert Ferruggia, Owner and Managing Member

Chasbob, Inc., Acknowledgment

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

I CERTIFY that on November 20, 2018, Charles Ferruggia and Robert Ferruggia personally came before me and acknowledged under oath, to my satisfaction, that: (a) they are the owners and managing members of Chasbob, Inc., the owner of the Property referenced in this Deed Restriction; (b) they are fully authorized to execute and deliver this Deed Restriction on behalf of Chasbob, Inc.; and (c) they executed and delivered this Deed Restriction voluntarily for the purposes set forth herein.

Jillian A. Centanni
Notary Public of the State of New Jersey

JILLIAN A. CENTANNI, ESQ.
ATTORNEY-AT-LAW
STATE OF NEW JERSEY
ID# 011632011

Township Of Green Brook Acknowledgment

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

I CERTIFY that on December 27, 2018, Kelly Cupit, Administrator/Clerk of the Township of Green Brook, personally came before me and acknowledged under oath, to my satisfaction, that: (a) this person is the Administrator/Clerk of the Township of Green Brook; (b) this person is the attesting witness to the signing of this Deed Restriction by the Mayor of the Township of Green Brook; (c) this Deed Restriction was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Green Brook; and (d) this person signed this proof to attest to the truth of these facts.

Notary Public of the State of New Jersey

RAYMOND S MURRAY
ID # 2345814
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires June 12, 202

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn.: William Willard



Steve Peter
Somerset County Clerk
20 Grove Street
P.O. Box 3000
Somerville, NJ 08876

****

Date Recorded:	1/14/2019	11:03:57 AM
Recorded By:	BRIONES	
Book & Page:	OPR 7094	2183-2188
Instrument No.:	2019001542	
Number of Pages:	6	
Document Type:	TOWNSHIP AGREEMENT DEED	
Recording Fee (inc all addtl charges):	$11.00	

****

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SOMERSET COUNTY

DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

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INSTRUMENT # 2019001538

BOOK: 7094 PAGE: 2159-2164

DATE OF DOCUMENT: December 11, 2018 (2nd)	TYPE OF DOCUMENT: Affordable Housing Deed Restriction (1st)
~~FIRST~~ PARTY (*Grantor, Mortgagor, Seller or Assignor*)	~~SECOND~~ PARTY (*Grantee, Mortgagee, Buyer, Assignee*)
Township of Green Brook	Chasbob, Inc.
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY: Green Brook Township	MAILING ADDRESS OF GRANTEE: 775 Mountain Boulevard, Suite 7, Watchung, NJ 07069
BLOCK: 101.13	
LOT: 1	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
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MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

2321 King Court, Block 101.13, Lot 1, (2 Bedroom Low Income); 2334 King Court, Block 101.13, Lot 1, (2 Bedroom Moderate Income); Township of Green Brook, Somerset County, New Jersey

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE

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

This "Deed Restriction" entered into on this 11th day of December, 2018, by and between the Township of Green Brook, a municipal corporation of the State of New Jersey, with principal offices located at 111 Greenbrook Road, Green Brook, New Jersey 08812 ("Township") and Chasbob, Inc., a corporation of the State of New Jersey, with an address located at 775 Mountain Boulevard, Suite 7, Watchung, New Jersey 07069 ("Owner") the owner of residential rental housing units located on King Court in the Township of Green Brook, County of Somerset, State of New Jersey.

WITNESSETH

Article 1. Consideration

In consideration of the transfer of title and right to develop the property currently owned by the Township and identified on the Tax Map of the Township as Block 101.12, Lot 3.01 with twenty-three (23) residential housing units, Owner agrees to provide the Township with Affordable Housing Deed Restrictions on twelve (12) residential rental housing units located on King Court in the Township of Green Brook, Somerset County, New Jersey, two (2) of such units are more specifically described in Article 2 hereof which shall be subject to the terms and conditions of this Deed Restriction.

Article 2. Description of Property

The two (2) affordable housing rental units to be provided by Owner to the Township and made subject to this Deed Restriction are located on King Court in the Township of Green Brook, County of Somerset, State of New Jersey, and shall be Deed Restricted as follows: 2321 King Court, Block 101.13, Lot 1, (2 Bedroom Low Income); 2334 King Court, Block 101.13, Lot 1, (2 Bedroom Moderate Income) (collectively referred to as the "Property").

Article 3. Affordable Housing Covenants

The following covenants ("Covenants") shall run with the Property for the period of time ("Control Period") determined separately with respect for each dwelling unit, commencing upon 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 Township elects to release the unit from such requirements. Prior to such Township election, a restricted 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") as may be amended.

B. The Property shall be used solely for the purpose of providing rental dwelling units for moderate, low and very 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 by the Township's 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 Township's 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 Township's Administrative Agent.

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

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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, and the obligation for the provision of moderate, low and very low income housing.

A. In the event of a threatened breach of any of the Covenants by Owner, or any successor in interest of the Property, the Township and its 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 Owner, or any successor in interest or other owner of the Property, the Township and its 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 Property, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

In Witness Whereof, the Township and Owner hereby execute this Deed Restriction for the purposes herein expressed to be effective the day and year first written above.

Witness/Attest

Kelly Cupit, Administrator/Clerk

Township of Green Brook

Patrick Boccio, Mayor

Witness/Attest

Chasbob, Inc.

Charles Ferruggia, Owner and Managing Member

Witness/Attest

Robert Ferruggia, Owner and Managing Member

Chasbob, Inc., Acknowledgment

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

I CERTIFY that on November 20, 2018, Charles Ferruggia and Robert Ferruggia personally came before me and acknowledged under oath, to my satisfaction, that: (a) they are the owners and managing members of Chasbob, Inc., the owner of the Property referenced in this Deed Restriction; (b) they are fully authorized to execute and deliver this Deed Restriction on behalf of Chasbob, Inc.; and (c) they executed and delivered this Deed Restriction voluntarily for the purposes set forth herein.

Jillian A. Centanni
Notary Public of the State of New Jersey

JILLIAN A. CENTANNI, ESQ.
ATTORNEY-AT-LAW
STATE OF NEW JERSEY
ID# 011632011

Township Of Green Brook Acknowledgment

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

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Notary Public of the State of New Jersey

RAYMOND S MURRAY
ID # 2345814
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires June 12, 2021

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn.: William Willard

Steve Peter
Somerset County Clerk
20 Grove Street
P.O. Box 3000
Somerville, NJ 08876

****

Date Recorded:	1/14/2019	11:03:57 AM
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Book & Page:	OPR 7094	2159-2164
Instrument No.:	2019001538	
Number of Pages:	6	
Document Type:	TOWNSHIP AGREEMENT DEED	
Recording Fee (inc all addtl charges):	$11.00	

****

DO NOT DISCARD

Appendix K | Green Brook Regional Center Supportive and Special Needs Housing Survey, Medicaid Approval Letter

Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey

Municipality: GREENBROOK

County: SOMERSET

Sponsor: DDD-DHS

Developer: 0

Block: 6 Lot: 1

Street Address: 275 GREENBROOK RD, GREENBROOK NJ

Facility Name: GREENBROOK REGIONAL CENTER

Section 1: Type of Facility:

- ☐ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☑ Other – Please Specify: DDD-DHS

DEVELOPMENTAL CENTER MEDICAID CERTIFIED

Section 2: Sources and amount of funding committed to the project :

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust Fund $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____ Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☑ Other – Please specify: MEDICAID FUNDING

☐ For proposed projects, please submit a pro forma
☐ Municipal resolution to commit funding, if applicable
☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households _____
Low-income clients/households 55 RESIDEN
Moderate-income clients/households _____
Market-income clients/households _____

Section 4: For permanent supportive housing:

Total # of units N/A, including:

# of very low-income units ____
# of low-income units ____
# of moderate-income units____
# of market-income units _____

Section 5:

Length of Controls: N/A years

Effective Date of Controls: _ _/_ _/_ _

Expiration Date of Controls: _ _/_ _/_ _

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

Section 6:

CO Date: _ _/_ _/_ _

For licensed facilities, indicate licensing agency:

☐ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☑ Other MEDICIAD CERTIFIED 4503309

Initial License Date: _ _/_ _/_ _

Current License Date: _ _/_ _/_ _

Section 7:

Has the project received project-based rental assistance? ___Yes ___No; Length of commitment: N/A

Other operating subsidy sources: MEDICAID; Length of commitment: _____

Is the subsidy renewable? ___Yes ___No

Section 8: The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ___Yes ___No
Population Served (describe): GERIATRIC

Age-restricted? ___Yes ___No

Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes ___No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☐ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

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

Certified by: YVONNE RAGLAND — 4/3/2025
Project Administrator — Date

Certified by: _____ — _____
Municipal Housing Liaison — Date

State of New Jersey
DEPARTMENT OF HUMAN SERVICES
DIVISION OF MEDICAL ASSISTANCE AND HEALTH SERVICES
PO BOX 712
TRENTON, NJ 08625-0712

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CAROLE JOHNSON
Commissioner

Jennifer Langer Jacobs
Assistant Commissioner

April 17, 2024

Ms. Yvonne Ragland
Green Brook Regional Center
275 Greenbrook Road
Green Brook, NJ 08812

RE: Approval for Medicaid Participation – ICF/IID (Renewal)

Dear Ms. Ragland:

Enclosed is a copy of your agreement to participate as an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) in the New Jersey Medicaid Program. Your agreement is subject to the following conditions:

Provider Number: **4503309**

Agreement Period: 01/01/2023 to 04/23/2025

Automatic Cancellation: None

Medicaid Certified Beds: 100

Location: 100 Beds – Entire Facility

If you need further assistance, please contact me at (609) 588-2905.

Sincerely,

Carlton Carter Jr

Carlton W. Carter, Jr.
Director, Provider Enrollment

Appendix L | 2020 1533 King Court Deed Restriction

SOMERSET COUNTY

DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

INSTRUMENT # 2020046403

BOOK: 7254 PAGE: 3567-3573

(Official Use Only)

DATE OF DOCUMENT: September 21, 2020	TYPE OF DOCUMENT: Affordable Housing Deed Restriction
FIRST PARTY *(Grantor, Mortgagor, Seller or Assignor)*	SECOND PARTY *(Grantee, Mortgagee, Buyer, Assignee)*
Chasbob, Inc.	Township of Green Brook
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY:	MAILING ADDRESS OF GRANTEE:
BLOCK:	
LOT:	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

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THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD

RETAIN THIS PAGE FOR FUTURE REFERENCE

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION
1533 King Court, Block 101.05, Lot 1 (2 Bedroom Low Income)
Township of Green Brook, Somerset 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 on September 21, 2020, by and between the Township of Green Brook, a municipal corporation of the State of New Jersey, with principal offices located at 111 Greenbrook Road, Green Brook, New Jersey 08812 ("Township") and Chasbob, Inc., a corporation of the State of New Jersey, with an address located at 775 Mountain Boulevard, Suite 7, Watchung, New Jersey 07069 ("Owner") the owner of residential rental housing units located on King Court in the Township of Green Brook, County of Somerset, State of New Jersey.

WITNESSETH

Article 1. Consideration

In consideration of and in conformance with the Green Brook Land Use Board approval of Application #19-08 pertaining to the development of the property identified on the Green Brook Tax Maps as Block 101, Lot 3.02, with a three (3) story 3511 square foot building with six (6) residential rental units and other associated improvements, Owner agrees to provide the Township with an Affordable Housing Deed Restriction on one (1) residential rental housing unit located in the Woods at King George on King Court in the Township of Green Brook, Somerset County, New Jersey, such unit is more specifically described in Article 2 hereof which shall be subject to the terms and conditions of this Deed Restriction.

Article 2. Description of Property

The affordable housing rental unit to be provided by Owner to the Township and made subject to this Deed Restriction is located on King Court in the Township of Green Brook, County of Somerset, State of New Jersey, and is identified as follows: 1533 King Court, Block 101.05, Lot 1, (2 Bedroom Low Income) ("Property").

Article 3. Affordable Housing Covenants

The following covenants ("Covenants") shall run with the Property for the period of time ("Control Period") determined separately with respect for each dwelling unit, commencing upon 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 restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the Township elects to release the unit from such requirements. Prior to such Township election, a restricted 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") as may be amended.

B. The Property shall be used solely for the purpose of providing a rental dwelling unit for a low income household and no commitment for such dwelling 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 dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, a deed 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 Township's 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 Township's Administrative Agent.

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

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

F. Owner shall: (a) provide the Township with an Operating Manual and Affirmative Marketing Plan for the affordable housing rental unit in conformance with all applicable affordable housing regulations; (b) use the Township's designated Administrative Agent for the marketing, administration, rental and monitoring of the affordable housing rental unit and pay all costs and fees associated therewith; (c) maintain and provide the Township with documentation pertaining to the marketing, administration, rental and monitoring of the affordable housing rental unit; (d) be responsible for maintaining the affordable housing rental unit in accordance with Uniform Construction Code standards for continued occupancy; and (e) ensure the Affordable Housing Rental Unit is occupied by a qualified income household as approved by the Township's Administrative Agent.

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, and the obligation for the provision of moderate, low and very low income housing.

A. In the event of a threatened breach of any of the Covenants by Owner, or any successor in interest of the Property, the Township and its 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 Owner, or any successor in interest or other owner of the Property, the Township and its 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 Property, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

In Witness Whereof, the Township and Owner hereby execute this Deed Restriction for the purposes herein expressed to be effective the day and year first written above.

Witness/Attest

Kelly Cupit, Clerk

Township of Green Brook

Patrick Boccio, Mayor

Witness/Attest

Chasbob, Inc.

Charles Ferruggia, Owner and Managing Member

Witness/Attest

Robert Ferruggia, Owner and Managing Member

Chasbob, Inc. Acknowledgment

STATE OF NEW JERSEY :
: **SS.:**
COUNTY OF Somerset :

I CERTIFY that on June 30, 2020, Robert Ferruggia appeared before me using communication technology and has satisfactorily identified himself as the signer to this Deed Restriction. I have been able to confirm his identity by having personal knowledge of the individual appearing before me based upon past dealings. I have confirmed that the record before me is the same record in which Robert Ferruggia made a statement or signed. I have recorded the notarial act. It will be stored at 775 Mountain Boulevard, Suite 103, Watchung, New Jersey 07069 for a period of ten (10) years following the date of the notarial act pursuant to the requirements of P.L. 2020, C. 26 (A-3903) ¶ 1(f).

I further CERTIFY that on June 30, 2020, Robert Ferruggia acknowledged under oath, to my satisfaction, that: (a) he and Charles Ferruggia are the owners and managing members of Chasbob, Inc., the owner of the Property referenced in this Deed Restriction; (b) he is authorized to execute and deliver this Deed Restriction on behalf of Chasbob, Inc.; and (c) he executed and delivered this Deed Restriction voluntarily for the purposes set forth herein.

Jillian A. Centanni

JILLIAN A. CENTANNI, ESQ.
ATTORNEY-AT-LAW
STATE OF NEW JERSEY

STATE OF NEW JERSEY :
: **SS.:**
COUNTY OF Somerset :

I certify that on June 29, 2020, Charles Ferruggia personally came before me and acknowledged under oath, to my satisfaction that: (a) he and Robert Ferruggia are the owners and managing members of Chasbob, Inc., the owner of the Property referenced in this Deed Restriction; (b) he is authorized to execute and deliver this Deed Restriction on behalf of Chasbob, Inc.; and (c) he executed and delivered this Deed Restriction voluntarily for the purposes set forth herein.

Jillian A. Centanni

JILLIAN A. CENTANNI, ESQ.
ATTORNEY-AT-LAW
STATE OF NEW JERSEY

Township of Green Brook Acknowledgment

STATE OF NEW JERSEY :

: **SS.:**

COUNTY OF Somerset :

I CERTIFY that on September 21, 2020, Kelly Cupit, Administrator/Clerk of the Township of Green Brook, personally came before me and acknowledged under oath, to my satisfaction, that: (a) this person is the Administrator/Clerk of the Township of Green Brook; (b) this person is the attesting witness to the signing of this Deed Restriction by the Mayor of the Township of Green Brook; (c) this Deed Restriction was signed and delivered by the Mayor as a voluntary act duly authorized by the governing body of the Township of Green Brook; and (d) this person signed this proof to attest to the truth of these facts.

Notary Public of the State of New Jersey

ANTHONY BUONTEMPO
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2432872
My Commission Expires 4/19/2023

Record and Return

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, NJ 07059
Attn.: William Willard

Steve Peter
Somerset County Clerk
20 Grove Street
P.O. Box 3000
Somerville, NJ 08876

****

Date Recorded:	10/1/2020	9:26:07 AM
Recorded By:	BRIONES	
Book & Page:	OPR 7254	3567-3573
Instrument No.:	2020046403	
Number of Pages:	7	
Document Type:	TOWNSHIP AGREEMENT DEED	

Recording Fee (inc all addtl charges): $11.00

****

DO NOT DISCARD

Appendix M | Administrative Agent Resolution

TOWNSHIP OF GREEN BROOK
County of Somerset
Resolution 2025-02-25
Appointment of Acuity Consulting Services LLC as the Township's Affordable Housing Administrator

NOW THEREFORE BE IT RESOLVED, that the Township Committee of the Township of Green Brook, following an RFP process, appoints Acuity Consulting Services LLC as the Township's Affordable Housing Administrator for the Township of Green Brook.

Resolution offered by: Benscoter Supported by: Searfoss
ROLL CALL: Benscoter-Aye, Conway- Aye, Martins- Absent, Searfoss- Aye, Van Arsdale- Absent

CERTIFICATION

I, KELLY G. CUPIT, Clerk of the Township of Green Brook, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Committee at a regular meeting held on the 18th day of February, 2025 and have hereunto set my hand and affixed the seal of said Township.

Kelly G. Cupit
Township Clerk

Appendix N | 2022 Paolella Board Resolution

RESOLUTION OF
THE LAND USE BOARD OF THE TOWNSHIP OF
GREEN BROOK, SOMERSET COUNTY, NEW JERSEY
APPLICANT – PJ PAOLELLA, LLC
PRELIMINARY AND FINAL MAJOR SITE PLAN,
AND VARIANCE APPLICATION
BLOCK 103, LOT4
APPLICATION # 21-01

Approved: October 10, 2022
Memorialized: November 14, 2022

WHEREAS, PJ Paolella, LLC, (the "Applicant") has made application to the Green Brook Township Land Use Board of Somerset County (the "Board") for preliminary and final major site plan and variance approval on February 3, 2021, and

WHEREAS, the application was deemed complete on February 23, 2021, and

WHEREAS, public hearings with notice were held on July 11, 2022, September 12, 2022 and October 10, 2022, at which time the Land Use Board rendered its decision on the application in accordance with the requirements of N.J.S.A. 40:55D-10(g), and requirements of N.J.S.A. 40:55D-10(g), and

WHEREAS, it has been determined that the Applicant has complied with all of the rules, regulations and requirements of the Land Use Board and that all of the required provisions of compliance have been filed with the Land Use Board, and

WHEREAS, the Land Use Board has received as part of the hearing process the following testimony and documentary evidence submitted by the Applicant and its Consultants, the Land Use Board Staff, and members of the public:

The Applicant is the owner of property known as Lot 4, Block 103 on the Tax Map of the Township of Green Brook. The property is otherwise known as 340-344 Route 22, Green Brook, New Jersey. The property is located in the AH-3 Zone. The Applicant is seeking a mixed use

inclusionary housing project. The property is currently vacant and is projected to be constructed in two (2) phases. Phase One will include Building A, which is a mixed use building containing 15,000 square feet of commercial development on the first floor with residential apartments on the second, third and fourth floors. Phase Two consists of Building B, which will contain multifamily residential rental units on three (3) floors. A total of 62 multifamily rental units are being proposed. Two (2) additional phases of residential units are not now being proposed, which will include a municipal roadway with a potential conceptual connection to Brandywine Rise (connects to eastern boundary line of Lot 4 coincident with western boundary line of Lot 5.02) and a potential future connection to King Court through an adjacent parcel, that is not under the Applicant's control.

This proposal is part of an Affordable Housing Settlement entered into between the Township of Green Brook and the Fair Share Housing Center approved by the Court resulting in a Settlement Agreement in 2017. The project will include a 20% set aside for low and moderate income housing.

The Applicant presented Ms. Catherine Mueller of Page-Mueller Engineering Consultants. She described the existing conditions on the site as well as the overall plan. She noted the phasing of the project and indicating that Building A is a mixed use building and Building B is fully residential. She also noted that the overall plan included four (4) buildings as shown on her submitted plans. She testified that the mixed use building is 188 feet from State Route 22 and that Building B is the required 400 foot residential setback from Route 22. Ms. Mueller noted that they are seeking a variance for setback from a building to parking area where 20 feet is required and 10 feet is provided for residential use and eight (8) feet provided for retail use due to slopes and narrowness of the site.

Ms. Mueller also noted that there are 217 proposed parking spaces and one (1) loading space. She noted that there is only one (1) proposed loading space as they are not likely to be needed and only box trucks would serve the retail space. Therefore, the Applicant is seeking a variance for the number of loading spaces since two (2) are required and only one (1) is proposed.

Building A is a four (4) story building in the front and three (3) stories in the back. Building B is a three (3) story building in the front and a two (2) story building in the back. Both of these story differences are due to the slopes on the site. The project contains 62 units to eliminate a variance for maximum occupied units without a road connection. The Applicant is also seeking a variance for maintenance, fence and retaining wall height. A maximum height of six (6) feet is permitted, with four (4) feet permitted in the front yard. A maximum retaining wall height of 12 feet is proposed adjacent to the loading space for Building A, with a maximum height of 8.2 feet in the front yard. Additionally, a maximum retaining wall height of eight (8) feet is proposed in the area of the bioretention basin (located entirely within the front yard).

Ms. Mueller also provided a Concept Plan dated July 11, 2022 showing connection points with Brandywine Rise and King Court.

Ms. Mueller further noted that at the end of Phase One is a k-turn as the roadway was proposed to end at that point for this phase.

Mr. Roseberry, the Board Engineer, reviewed his report of July 10, 2022. His concern continued to be an assurance that this project as proposed would not preclude the ability of Lots 2 and 3 from being developed as part of the overall comprehensive plan for Affordable Housing, as envisioned in the Settlement Agreement entered into between the Town and Fair Share Housing Center and approved by the Court in 2017.

The Applicant's engineer indicated that the ADA parking and ramps requirement are all compliant. She noted further that the loading area wall is 12 feet and will require a variance. She described the dumpster location as well as striping for the fire lanes. She also noted that the Applicant is requesting relief for an eight (8) foot setback from the parking on the southerly side of the retail building. There is also requested relief for a 10 foot setback on the northerly side of Building A, 11.6 feet on the southerly side of Building B, and 10 feet on the northerly side of Building B where 20 feet is required.

In response to concerns raised by the Board concerning refuse collection and the need for electric vehicle charging stations, Ms. Mueller testified that the refuse would be collected by a private hauler and that the application was submitted prior to the mandate for electric charging stations.

Ms. Mueller also discussed the stormwater management indicating that the project contained a bioretention basin and underground basins. She took the adjoining lot into consideration regarding the design of stormwater management. Also, all the facilities are adequate and the pipes will be sufficient for the Hundred Year Storm Event. Concerns were raised with regard to the retaining wall and fences and the emergency spill way flowing onto Route 22.

With regard to landscaping, the Applicant indicated that they were providing 94 trees where 115 are being required. The Applicant's attorney stipulated that they would provide a payment in lieu of planting, which payment would be made to the Township's Tree Fund.

Lighting was discussed. It was indicated that there would be three (3) 25 foot high poles in the front parking lot and one (1) light at the entrance. The remainder of the lighting poles would be 15 feet in height. Ms. Mueller testified that the lighting is in full compliance with

footcandles and light intensity.

Mr. Marc Marion, a licensed architect, testified with regard to the architectural plans. He noted that there would be 15,000 square feet of retail space with up to eight (8) retail establishments in the building arranging between 1,500 to 1,700 square feet per unit. He further testified that there is a benefit to having retail available to the residential units. He also advised that the Affordable Housing bedrooms would meet the Uniform Housing Affordability Controls (UHAC). He further noted that the Affordable Housing units are spread throughout all three (3) floors of the building and some of the corner units. He noted that in Building B, there are 28 units, one (1) of which is being used as a model with 27 rental units. He described a rendering elevation that was dated July 11, 2022. He also submitted an exhibit showing that the break down of the Affordable Housing units met the appropriate UHAC standards.

Mr. Roseberry continued to be concerned with regard to the viability of the entire AH-3 Zone and the ability of it to produce the required number of Affordable Housing units. This was primarily focused on his concern with regard to the ability to have the roadway ultimately make the necessary connections to Brandywine Rise and King Court. Mr. Roseberry also was concerned with regard to the characterization of the road as to whether it was a minor collector road or a residential neighborhood roadway.

In a subsequent meeting, the architect submitted a revision of the architectural plans showing the exact location of the Affordable units within the buildings.

Mr. Gary Dean, a traffic engineer, testified. He pointed out that the RSIS standards only applied to the section of the future Master Plan road serving residential units. He noted that in Table 1 of his January 13, 2022 report and based on the RSIS trip rates, that the low-rise apartments generate a greater traffic volume than mid-rise apartments. He further noted that

with the development of Lots 2 and 3, there will be an assumed additional 98 units for a total of 215 units for the Paolella site as well as the adjoining site involving Lots 2 and 3. He testified that this will equal 1,282 trips. A minor collector road is defined as a road that averages 1,500 or more daily trips. Therefore, he believes that the roadway for the development is a residential neighborhood access road. He further noted that the cartway width is being proposed at 24 feet.

Mr. Dean also discussed the grading of the roadway. He noted that there is a section of the road that is 12% grade, which is authorized under the RSIS standards for Residential Access roads. He further noted that there is a flexibility provision in the RSIS standards that allows for an additional 2% of allowable grade where dictated by topography, such as the subject site. Mr. Roseberry continued to raise concern as outlined in his report of July 10, 2022.

As a result of those concerns, the Applicant submitted a revised plan. That plan was revised through September 30, 2022. This included an alternate conceptual design of the future Master Plan roadway section beyond the limits of the subject application on the Paolella property along with an alternate conceptual roadway design connecting to Lots 2 and 3 as well as conceptual connections to King Court to the west (not required for this phase of the Paolella project) and Brandywine Rise to the east (not required for any phase of the Paolella project, and required to connect to the easterly boundary line of Lot 4 coincident with the westerly boundary line of Lot 5.02). It also provides for a hammerhead turnaround at the end of Building B. This was reviewed by Mr. Roseberry, who finds it acceptable. Thereafter, the plan shows an easement connection on the Paolella property to the terminus of Lot 4 on its easterly border. That easement will be wider to accommodate potentially a wider roadway. This concept plan was designed to demonstrate the feasibility of development of Lots 2 and 3 in conjunction with Lot 4. The ultimate plan has been adjusted to meet concerns with regard to wetlands issues.

Mr. Roseberry believes that the right-of-way easement should be approximately 50 to 60 feet.

Mr. Gary Dean again reiterated that he believed that the ultimate plan meets the RSIS standards conceptually. The roadway intersection with westbound US Route 22 will be subject to a highway access permit and subdivision permit from the New Jersey Department of Transportation for the new road right-of-way. Mr. Dean noted that the subdivision could be deferred to a future date, but that a final decision will be made with Mr. Roseberry. He noted that the right-of-way could initially be conveyed as an easement to the Township. He noted that while initially the road would be a private street, it is the intent of the parties that it would be part of the greater municipal street system linking King Court and Brandywine Rise. He also recommended that there be a waiver of the nonresidential collector street allowing for a roadway of 30 feet wide versus 36 feet. Mr. Roseberry agreed to support that recommendation.

Ms. Christine Cofone is a professional planner and testified on behalf of the Applicant. She is also a Special Master in Affordable Housing litigations. She acknowledges that this is an important site since it is providing for Affordable Housing. She notes that as a Special Master, the Town was able to take advantage of a vacant land adjustment. Therefore, this site becomes invaluable as it is a developable site for Affordable Housing which is a requirement for such a Town.

With regard to variances, she notes that these variances can be granted pursuant to either Section 70c(1) or "c(2)". She reviewed Mr. Roseberry's report of July 10, 2022 and noted that there were 13 variances listed.

She initially noted that the variances outlined in Mr. Roseberry's report, items 4, 5 and 6, will now be complied with. The Applicant agrees to provide shade trees at a minimum caliper of

three (3) inches. Additionally, the Applicant agrees to provide a shrub height at planting of 36 inches. Finally, the Applicant agrees to provide for either a contribution of the 21 tree deficiency or agree to plant those 21 trees in a location off site agreeable to the Township Engineer.

With regard to Variances 1, 2 and 3 regarding setback parking from any building face, commercial buffer, and buffer planting, the Applicant continues to need variance relief.

With regard to Variance 7 which requires connections for pedestrians between buildings within the track and between the properties that are at the boundary of the track with properties in the adjoining district, the planner indicated that this should be granted on the basis of a "c(2)" variance since the project is not pedestrian friendly due to the significant steep slopes on the site.

With regard to Variance 8 which involves limiting road access on site as long as there is not more than 50% of the units being developed, the Applicant has now complied since they are now only showing 62 units for rent and one (1) as a model. Thus, they are reducing the unit count to less than 50%.

With regard to Variance 9 which is a requirement that the Applicant file a written agreement to comply with the Affordable Housing regulations, the Applicant now agrees to provide same.

With regard to Variance 10 dealing with issues involving low and moderate income housing, the planner advises that the architect's testimony has now satisfied those concerns. Mr. Roseberry concurs.

With regard to Variance 11 involving the number of loading spaces, it was suggested that it is in the best interest of the project to eliminate loading spaces since the retail facility will not require tractor trailers. Further, it was suggested that the location of the dumpster should be moved toward the front of Building A. Both of these modifications will allow for greater

landscaped buffer to the west as well as a reduction of the retaining wall height from 12 feet to between eight (8) and 10 feet. Therefore, the planner advises that the benefits of granting the variance outweigh the detriments since the benefits include the increase of buffer and reduction of wall height, both of which are benefits to the community and advance Purpose (a) of the Municipal Land Use Law, which advances health, safety and welfare.

With regard to Variance 12 involving fence height, the Applicant is proposing a 12 foot high retaining wall to the west of Building A. The requirement is six (6) feet. However, there has been an attempt to reduce that height as indicated before. The same is true with regard to Variance 13. The Applicant has attempted to reduce those heights as part of the elimination of the loading zone.

Generally, the planner indicated that, in her opinion, the Purposes of Zoning under the "c(2)" criteria that are advanced include Purpose (a), which is advancement of general welfare by providing for Affordable Housing. She also believed that Purpose (e) is advanced since the population density is set by this Affordable Housing zone which is being met by the Applicant. Further, she believes that Purpose (g) is met since the Applicant is providing for Affordable Housing, which is a strong Statewide policy. She also believes that Purpose (m) is being advanced by way of coordination of public and private activities which involves the more efficient use of land. This is true based upon the fact that this is a long narrow site that is now being advanced for development with Affordable Housing.

With regard to the negative criteria, she believes that there is no substantial detriment to the public good and that there is no substantial impairment of the intent and purpose of the Zone Plan or the Zoning Ordinance. She bases these conclusions on the fact that the property is being developed in accordance with the Affordable Housing zone, which is in keeping with the intent

and purpose of the Zone Plan and the Zoning Ordinance. Further, because of the buffers being proposed, she does not feel that there is any detriment to surrounding properties.

Finally, she believes that the waiver request for the cul-de-sac is appropriate given that the property is long and narrow and the Board Engineer now concurs with the hammerhead turnaround.

Mr. Roseberry commented that all stormwater should be directed to the detention basin. He also suggests that charging stations should be required if required by Statute. He also recommends that those comments in his report of July 10, 2022 that have not otherwise been addressed should be conditions of this approval.

The meeting was opened to the public. Mr. John Kaplan, the attorney on behalf of the abutting property owner, indicated that his client has reviewed the alternative plan and finds that the development will not impede the ultimate development of Lots 2 and 3 in accordance with the AH-3 zone.

In addition to the testimonial evidence, the Applicant submitted the following documentary evidence:

A-1: Concept Plan dated July 11, 2022.

A-2: A rendering/elevation plan from Route 22 dated July 11, 2022.

A-3: Breakdown of Affordable Housing units by income dated July 11, 2022.

A-4: Schematic Plan, two (2) sheets, revised through September 9, 2022 with the 13 Affordable Housing units shaded.

A-5: Sheet 2 revised through September 30, 2022.

WHEREAS, the Land Use Board, in reviewing the foregoing testimony and documentary evidence, makes the following findings of fact and conclusions:

The Applicant is seeking a preliminary and final major site plan together with variance approval with regard to an Affordable Housing project located on Lot 4, Block 103. They are proposing 62 units of which a portion will be Affordable. As indicated in the report of the Board Engineer, Mr. Roseberry, dated July 10, 2022, there are numerous variances and/or waivers that are being requested. The Applicant, through testimony of its planner and representations made by the attorney, Mr. Steven Warner, several of the variances that were outlined have now been complied with. They include Variance 4, 5, 6, 8, 9, and 10. They are still seeking variances as outlined in Mr. Roseberry's report as items 1, 2, 3, 7, 11, 12 and 13.

With regard to those variances, the Applicant's planner has represented that they are generally satisfied pursuant to the standards contained in N.J.S.A.40:55D-70(c-1) and "c(2)". She indicated that she believed that Purpose of Zoning were advanced by this application. In her opinion, she testified that Purpose (a) was advanced by providing Affordable Housing, which was advancing the general welfare of the community. She also opined that Purpose (e) was advanced by providing appropriate population density by the Applicant, providing the density that is required by the Affordable Housing Ordinance. She also testified that Purpose (g) was satisfied in that it was providing a variety of uses; in particular, the Affordable Housing uses which is advancing a strong State policy. Finally, she indicated that Purpose (m) was advanced by a coordination of public and private efforts to have a more efficient use of property, particularly as it relates to the Affordable Housing.

She also testified that the "c(1)" criteria is satisfied given the fact that this property is impacted by a relatively narrow shape as well as by steep slopes. Notwithstanding those limitations, the Applicant has provided a mechanism to develop Affordable Housing in accordance with the Township's Affordable Housing Plan, as approved by the Court in a

Settlement Agreement in 2017.

She also advised that the negative criteria, in her opinion, had been satisfied. She does not believe there is any substantial detriment to the public good since the Applicant is providing Affordable Housing, which is a strong State policy and is advancing a needed benefit for residents in Green Brook. Further, she believes there is no substantial impediment to the intent and purpose of the Zone Plan or the Zoning Ordinance. In fact, it is clear that this development is in fact advancing not only the Master Plan purpose of providing Affordable Housing, but is in conjunction with the Zoning Ordinance that has been adopted in accordance with that Master Plan and Settlement Agreement known as the AH-3 zone.

As it relates to the specific variances, she believes that the variance involving Section 615.3-5.2(e) which requires a 20 foot setback from a building, she notes that this is primarily due to the unusual shape of the property being impacted by narrowness as well as significant steep slopes.

With regard to the variance involving commercial buffers which is Section 615.3-5.2(g), she again indicates that because of the shape of the property, the Applicant is constrained to include a proposed drive aisle for a common parking area in front of Building A within the 30 foot buffer from the Regional Highway Commercial District. The removal of the loading zone is, in her opinion, based upon good planning practices by providing for additional buffer and the reduction in the height of retaining walls, which is a benefit in terms of health, safety and welfare. The same reasoning applies with regard to the variance for the buffer plantings involving Section 615.3-5.2(g)(1).

With regard to Section 615.3-6 involving pedestrian connections between buildings on site and the adjoining zones including the RHC zone and the SND zone. She testified that the

site is not particularly pedestrian-friendly due to the steep slopes and therefore it is not practical to have those connections established.

With regard to Variance 802.1b involving loading zones, she testified that the loading zone is not necessary as indicated previously and that it would provide greater buffer, which is an aesthetic improvement advancing Purpose (i) of the Municipal Land Use Law.

With regard to Sections 1002.6 and 1002.7 dealing with the height of fences and retaining walls, she points out that by eliminating the loading zone affords the opportunity to reduce the height that was originally proposed at 12 feet to a height of approximately eight (8) to 10 feet, thereby improving safety concerning those walls and advancing Purpose (a). It also advances Purpose (i) in regard to the buffer that is being expanded as a result of the elimination of the loading zone.

For each of these variances listed above, she finds that there is no substantial detriment to the public good nor is there an impediment to the intent and purpose of the Zone Plan or the Zoning Ordinance since this project is advancing a strong public policy of providing Affordable Housing as required by the Ordinance creating the AH-3 Zone.

The Board accepts the testimony of the planner. The Board also finds that the representations made by the Applicant should be incorporated in regard to conditions of this approval to mitigate against any negative impact. The Board also includes the recommendations of its Engineer to incorporate those comments that have not otherwise been satisfied coming from his report of July 10, 2022.

Based upon all of the foregoing, the Board finds that the preliminary and final major site plan can be approved subject to all of the conditions that the Board believes will mitigate negative impact.

NOW, THEREFORE, BE IT RESOLVED that the Land Use Board of the Township of Green Brook does hereby approve the preliminary and final major site plan as more particularly described in a map entitled, "Preliminary and Final Major Site Plan for Block 103, Lot 4" prepared by Page-Mueller Engineering Consultants, P.C. of Warren, New Jersey, consisting of 13 sheets and revised through March 1, 2022.

This approval is subject to the following terms and conditions:

1. The approved map is hereby modified by the Concept Plan submitted as A-5 as part of the record on October 10, 2022. This Concept Plan reflects modifications of the roadway together with relocations of future Buildings C and D and conceptual provisions for the development of Lots 2 and 3 to assure the connection with Brandywine Rise and King Court. The concept plan is not binding on the Applicant or its successors but rather was presented for the purpose of establishing the feasibility of compliance with applicable ordinance provisions for subsequent phases of development in the AH-3 Zone.
2. This approval incorporates A-4 which is a schematic plan of the location of Affordable Housing units in Buildings A and B.
3. All stormwater shall be directed to the detention basin at the lower portion of the site subject to review and approval by the Township Engineer.
4. The Applicant shall make provisions for the location of the installation of charging stations if required by New Jersey Statute.
5. The Applicant agrees to comply with the caliper of the shade trees requiring that the minimum caliper shall be three (3) inches at the time of planting.
6. This approval is subject to the Applicant's agreement to comply with the

requirement for shrub height to be at a planting height of 24 to 36 inches.

7. This approval is subject to the Applicant's agreement to provide for either the planting of an additional 21 trees in an offsite location to be determined by the Board Engineer or by way of contribution to the Town's Tree Replacement Fund.
8. This approval is specifically conditioned upon the Applicant being authorized to occupy 62 rental units between Buildings A and B with one (1) model unit, in which case, it represents less than 50% of the overall full buildout of 124 units.
9. This approval is subject to the Applicant providing prior to the issuance of a Building Permit a written agreement indicating that the Applicant will comply with all Affordable Housing regulations described by the Ordinance and to comply with all of the implementing rules and regulations of the Green Brook Township Affordable Housing Plan.
10. To the extent that this is deemed necessary by the Township Engineer, the Applicant shall be required to provide a preliminary plat showing which dwellings are to be very low income, which will be low income and which will be moderate income in the locations thereof. Additionally, the Applicant shall be providing to the Township Engineer in the event that the construction is to be phased, a staging plan setting forth the exact units to be included for Affordable Housing in each phase and specify the number, location, the number of bedrooms of said units and whether the units will be owner or renter occupied for Affordable units. Additionally, the Applicant shall be required to provide information that will satisfy the requirements of Section 615.3-2 and N.J.A.C.5.93-5:14. Lastly, the Applicant shall provide a form of the proposed

convenance and restrictions including provisions to assure that any Affordable units will be sold or rented in accordance with the requirements of this Ordinance and imposing convenance and restrictions running with the land to assure that subsequent sales and rentals of Affordable units will also be subject to those requirements.

11. The Applicant agrees to provide for an opportunity to install sidewalks along the frontage of Route 22 at such time as they will be connected to other sidewalks abutting the property.
12. The Applicant shall provide swale calculations and retaining wall design calculations prior to the issuance of a Building Permit, which shall be reviewed by the Township Engineer.
13. Roof drain details shall be submitted to the Township Engineer for his review and approval prior to the issuance of a Building Permit.
14. The Applicant shall submit to the Township Engineer a checklist for conducting stormwater management reviews in accordance with Section 3.4 of Tier A Municipal Stormwater Guidance Documents and complete and submit for review a Major Development Stormwater Summary, Attachment D of the Tier A Permit, prior to the issuance of a Building Permit.
15. The Applicant shall submit a Stormwater Operations and Maintenance Manual to the Township Engineer for review and approval prior to the issuance of a Building Permit and said manual shall be available to the Township within 14 days upon request and shall be submitted to the Township Clerk and Engineer for review and record by February 1st of each year.

16. This approval is subject to jurisdiction of the NJDOT.
17. The Applicant shall submit inlet spread calculations to the Township Engineer in accordance with his requirements.
18. The Applicant shall provide an easement for the roadway to be dedicated to the Township reflecting that the roadways will be part of a greater municipal street system providing, in accordance with the Ordinance requirements, access to King Court and Brandywine Rise. The easement shall be in accordance with A-5 and reviewed and approved by the Township Engineer.
19. The Applicant shall provide pursuant to Section 615.3-5.2(n) information regarding cable television and if same is not provided, one (1) master exterior television antenna/satellite dish per building.
20. The Applicant shall provide pursuant to Section 615.3-5.2(o) information concerning laundry facilities for each unit.
21. The Applicant shall provide sign details to the Township Engineer for review and approval.
22. This approval may be subject to a Treatment Works approval, an NJDOT approval Master Plan road intersection with Route 22 and subdivision to create the right-of-way for the access road and stormwater connection for the State Drainage System and NJDOT approval water extension, Somerset County Planning Board approval, Somerset Union Soil Conservation District approval and such other outside agencies as may be required for this approval.
23. This approval is subject to the payment of all appropriate fees and taxes.

I certify that this is a true copy of a Resolution adopted by the Green Brook Township Land Use Board at its meeting on October 10, 2022.

TOWNSHIP OF GREEN BROOK LAND USE BOARD

By: _____
ERIN SANTORA LAGRUA,
Land Use Board Administrator

RWT 11-7-22, 12-6-22

Appendix O | Ordinance 2025-910

Township of Green Brook, County of Somerset, State of New Jersey
Ordinance No. 2025-910

ORDINANCE AMENDING "THE ZONING ORDINANCE OF THE TOWNSHIP OF GREEN BROOK", ARTICLE 6 "ZONE DISTRICT REGULATIONS" BY AMENDING SECTION 615 "AFFORDABLE HOUSING DISTRICT – AHD 3 DISTRICT" FOR THE PROPERTY IDENTIFIED ON THE TAX MAP OF THE TOWNSHIP AS BLOCK 103, LOTS 2, 3 AND 4

WHEREAS, the Township of Green Brook has a constitutional obligation to create a realistic opportunity for the construction of its fair share of the region's need for affordable housing; and

WHEREAS, on July 10, 2018, the AHD-3 Zone was created to accomplish this goal; and

WHEREAS, on March 20, 2024, Governor Philip D. Murphy signed P.L.2024, c.2 into law an Amendment to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) (hereinafter "Amended FHA"); and

WHEREAS, the Amended FHA requires the New Jersey Department of Community Affairs (hereinafter "DCA") to calculate non-binding estimates of fair share obligations for all municipalities based upon its interpretation of the standards in the Amended FHA; and

WHEREAS, the DCA issued a report on October 18, 2024 ("DCA Report") and calculated the Township of Green Brook's Round 4 (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of 26 and a Prospective Need or New Construction Obligation of 120; and

WHEREAS, pursuant to the Administrative Office of the Court Directive #14-24, the Township of Green Brook adopted Resolution No. 2025-01-04 on January 23, 2025, and subsequently filed a declaratory judgment complaint on January 29, 2025, under docket number SOM-L-163-25, committing to a Fourth Round Present Need Obligation of 26 units and a Prospective Need Obligation of 106 units; and

WHEREAS, the Township of Green Brook's declaratory judgment complaint was challenged by the New Jersey Builders Association, claiming the Township may not deviate from the DCA's calculated Prospective Need of 120 units; and

WHEREAS, pursuant to Directive #14-24, a mediation session was held on March 27, 2025, whereby a settlement was reached establishing the Township's Prospective Need Obligation at 113 units which settlement was recommended by Judge Thomas Miller of the Affordable Housing Program and adopted by Judge William Mennen on April 8, 2025; and

WHEREAS, the amendments to SECTION 615 "AFFORDABLE HOUSING DISTRICT – AHD 3 DISTRICT" are intended to bring the existing AHD-3 Zone into conformance with current standards and ensure viability of affordable projects in the zone, in addition to clarifying and updating language to reflect the Uniform Housing Affordability Controls regulations.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Green Brook, County of Somerset, State of New Jersey, that:

Section 1. "The Zoning Ordinance Of The Township Of Green Brook", Article 6 "Zone District Regulations", Section 615 "Affordable Housing District – AHD 3 District" is hereby amended as follows: **New language is underlined thus and deletions are indicated with strikethroughs ~~thus.~~**

615. AFFORDABLE HOUSING DISTRICT - AHD 3 DISTRICT.

615.1 STATEMENT OF PURPOSE.

In order to provide housing opportunities for lower-income families to meet the existing and anticipated housing needs of such persons, to maintain a socio-economic mix in the community, to provide a range of housing types dispersed throughout the community and to satisfy the Township's obligation to provide a fair share of the region's housing needs, the Township Committee has determined that the provisions of this Section shall be added to and form part of the zoning regulations of the Township of Green Brook.

615.2 DEFINITIONS.

Words and terms in this ordinance shall be deemed to have the meaning and definition as set forth in the Substantive Rules of the New Jersey Council on Affordable Housing, N.J.A.C. 5:93, as the same may be amended and supplemented, and in the event of any conflict, the definitions in said Substantive Rules shall control.

615.2-1 Affordable Housing - A dwelling unit with a sales price or rent within the means of a low or moderate-income household as defined N.J.A.C. 5:93.

615.2-2 Inclusionary development means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low, very low and moderate-income households. The term may also include the conversion of a non-residential structure to residential and the erection of new affordable units through the reconstruction of a vacant residential structure.

615.3 AFFORDABLE HOUSING DISTRICT 3. [AHD 3]

615.3-1 Block 103, Lots 2, 3 and 4. Should any portion of the above ~~parcels~~ lots be subdivided ~~from the overall tract~~ for any purpose other than an inclusionary development, that portion shall be excluded from the ~~tract area~~ lot for the purpose of calculating density.

615.3-2 Affordable Housing Projects. ~~The tract~~ Each lot specified in Section 615.3-1 may be developed with up to a maximum of ~~6.0 units per acre for sale units or 12.0 units per acre for rental units~~ 12.0 units per acre for sale units or rental units, on the condition that at least 20% of the units are reserved for

affordable housing units ("Affordable Housing Project"). ~~By "at least 20%" lower income units, it is meant that at least 1 unit out of every 4 units shall be moderate, low or very low income affordable housing. Thirteen percent of the low and moderate income units shall be affordable to households at or below 30 percent of median income.~~ All affordable units shall comply with the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1, et seq., the Township's Housing Element and Fair Share Plan, and applicable laws, with regards to moderate, low and very-low income qualification percentages, bedroom count distribution, location within the development, and other applicable requirements of law. Occupancy of units shall be subject to the requirements set forth in the Developer's Agreement for each project.

615.3-3 Permitted Uses.

For the portion of the ~~properties~~ lots set back further than 400' from the right of way line of Route 22:

615.3-3.1 Multi-family dwellings, ~~and~~ townhouses and stacked townhouses.

(a) "Stacked townhouse" shall mean a one-family dwelling unit attached in a row of at least three such units in which each unit has its own access to the outside, and each unit is separated from any other unit by one or more vertical and horizontal common fire-resistant walls or other such common wall system or floor/ceiling assemblies as may be approved by the Township Code Enforcement Officer.

(b) "Townhouse" shall mean a one-family dwelling unit attached in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls or other such common wall system as may be approved by the Township Code Enforcement Officer.

(c) "Residential Apartments or Flats" shall mean any building or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied, or which is occupied as the same, or a residence of three or more families living independently of each other and doing their own cooking in such building. The term includes flats and apartments.

615.3-3.2 Two-family dwellings, including both side-by side and duplex (one over another) style dwellings.

615.3-3.3 Existing uses may remain as valid non-conforming uses and may be subdivided from the ~~tract~~ lot without the need for use variance.

615.3-3.4 Public or private parks and playgrounds.

615.3-3.5 Public or private recreation buildings and facilities.

For the portion of the ~~properties~~ lots fronting and between the Route 22 right of way and a line 400' parallel to the Route 22 right of way:

615.3-3.6 Commercial Uses as specified in Section 606.1.

615.3-3.7 Mixed-use buildings which may include residential apartments or flats above commercial or office uses. Residential apartments are not permitted on the first floor, and commercial uses are not permitted on floors other than the first floor. Access for mixed use buildings shall be from a township public street with direct access to Route 22 and King George Road, improved to municipal standards. Direct driveway access to a state highway is prohibited for mixed use buildings.

615.3-4 Permitted Accessory Uses.

For the portion of the ~~properties~~ lots set back further than 400' from the right of way line of Route 22:

615.3-4.1 Garages and off-street parking facilities.

615.3-4.2 Storage and maintenance buildings.

615.3-4.3 Customary accessory structures approved as part of the site plan for the development, including fences, walls, lampposts, trellises, cable T.V. services, gazebos, clustered mailboxes, school bus shelters, utility structures such as holding tanks and pumping stations, recycling container structures and the like.

615.3-4.4 Signs: ~~One (1)~~ Two (2) non-illuminated or externally illuminated Development name signs, not exceeding ~~thirty (30)~~ forty (40) square feet each side, no taller than 6 feet, setback a minimum of 15 feet from any property line.

615.3-4.5 Public utility infrastructure including water holding tank and pumping station facilities.

For the portion of the properties fronting and between the Route 22 right of way and a line 400' parallel to the Route 22 right of way:

615.3-4.6 Same as Section 606.2.

615.3-4.7 Signs. Same as 901.2 as they pertain to the RHC Zoning District.

615.3-5 Area and Bulk Requirements.

615.3-5.1 For purposes of calculating density, the AHD 3 Zone is excluded from the provisions of Section 423 of the Zoning Ordinance.

615.3-5.2 The lot area for the dedication of right of way for public streets shall not be excluded from the gross lot area for the purpose of calculating density.

Bulk requirements.

(a) There shall be the following minimum distances between principal buildings (i.e., multi-family, townhouse and stacked townhouse buildings):

Windowless wall to windowless wall	20 feet
Window wall to windowless wall	40 feet
Window wall to window wall front to front	40 feet
Rear to rear	40 feet
Rear to end	20 feet
(b) Any building face to local street curb face or edge of pavement	20 feet
(c) Any building face to collector street curb, face or edge of pavement	40 feet
(d) Any building face to arterial street curb face or edge of pavement	180 feet
(e) Any building face except garage face to common parking area	20 feet

(f) Coverage: The maximum coverage by buildings within an Affordable Housing Project shall not exceed thirty (30%) percent of the ~~tract area~~ lot(s) comprising the project. The maximum coverage by all impervious surfaces, including buildings, shall not exceed sixty (60%) percent of the ~~tract area~~ lot(s), except as provided by Section 615.5-6.1(o). For the purpose of determining impervious lot coverage, swimming pools shall be excluded, but sidewalks, (including walkways around pools), paving, decks, patios, sheds, etc., will be included in determining impervious coverage.

(g) Buffer areas: No building, parking areas and their associated driveways shall be located within thirty (30) feet of any ~~tract~~ property boundary line abutting a commercial district, excluding any access driveways and public streets.

(1) Within the thirty-foot (30) wide buffer area a variety of plants shall be installed. Buffer plantings shall consist of a combination of shade trees, evergreen trees and shrubs to provide a natural looking buffer.

(2) One (1) shade tree shall be planted for every one hundred fifty (150) linear feet of buffer. Shade trees shall be planted at a minimum three (3) inch caliper and shall be a minimum of twelve (12) to fourteen (14) feet in height, balled and burlapped.

(3) One (1) evergreen tree shall be planted for every fifty (50) linear feet of buffer. Evergreen trees shall be planted at a minimum height of seven (7) feet, balled and burlapped.

(4) Twenty (20) shrubs shall be planted for every seventy-five (75) linear feet of buffer.

Shrubs shall be planted at a minimum of thirty-six (36) inches in height. Fifty percent (50%) of shrubs shall be evergreen.

(5) Existing trees within the proposed buffer areas that are healthy shall be maintained and may be counted toward the planting requirements.

(6) Proposed buffer plantings shall be arranged in a natural staggered pattern and shall not be lined up in straight, single rows.

(h) Building height:

Mixed Use Buildings: No building shall exceed four (4) stories in height.

No building shall exceed forty (40) feet in height to the top of the ridge line when measured from the finished grade along the uphill side of the building and shall not exceed fifty (50) feet in height from the finished grade along the downhill side of the building.

Commercial Buildings: Same as Section 606.3-1.

Residential Buildings: No building shall exceed three (3) stories in height.

~~No building shall exceed thirty-five (35') in height to the top of the ridge line when measured from the finished grade along the uphill side of the building and shall not exceed forty (40') feet in height from the finished grade along the downhill side of the building.~~ Walkout basement conditions shall not constitute a "story" for purposes of this subsection. Notwithstanding the definition of "building height" in Ordinance Section 301.7, no building shall exceed forty-two (42) feet in height to the top of the ridge line when measured from the finished grade along the uphill side of the building and shall not exceed fifty-one (51) feet in height from the finished grade along the downhill side of the building.

(i) No building or group of attached buildings shall contain more than thirty-five (35) residential units.

(j) No building shall exceed a length of two hundred and ten (210) feet.

(k) Accessory buildings shall meet the same bulk requirements as the principal buildings.

(l) No accessory building shall be more than one story and the maximum height of an accessory building shall be sixteen (16) feet from average grade to mid-point of pitched roof. Recreational buildings and facilities shall be governed by the height limitations for principal buildings.

(m) If a garage is provided, it may be built into the principal structure or be separately constructed as hereinafter provided. Each garage space shall be at least ten (10) feet in width and twenty (20) feet in depth. Each group of attached garages shall have a joint capacity of not more than twelve (12) automobiles arranged in a row, and there shall be a minimum distance of ten (10) feet between garage

structures.

(n) Cable T.V. is to be encouraged. If not provided, exterior television antennae/satellite dish shall be limited to one (1) master antenna/satellite dish per building. Master antenna/satellite dishes shall be screened from view from any public right-of-way.

(o) Laundry facilities, as a norm, shall be provided in each unit. Where not included in the unit a laundry facility room may be provided in the building.

(p) One or more completely enclosed but unroofed structures for the collection, source separation and storage of solid waste shall be provided. The system of collecting, storing, recycling and disposal of solid waste shall be in accordance with State and Board of Health and Township regulations. Provision shall be made for the recycling of materials required to be recycled by the Township. No garbage or other refuse shall be stored or collected except in approved structures. Garbage and refuse areas shall comply with the Land Development Ordinance, Section 712.

615.3-6 Connections between uses: Direct pedestrian connections between buildings within the ~~tract and between properties that are at the boundary of the tract with properties in the adjoining district are required~~ project and to other lots within the AHD 3 Zone and to adjoining properties in other zone districts are to be provided whenever feasible and available, at a reasonable cost, including sidewalks along roadways within the AHD-3 Zone. Such connections include connections between street sidewalks and non-residential uses, connections between non-residential and residential uses, connections between parking areas of non-residential uses, and connections between non-residential uses and existing residential neighborhoods located within or adjacent to the district.

615.4 STEEP SLOPE AREA.

615.4-1 Definition of Steep Slope Area.

Any area exceeding twenty (20%) percent grade in a generally continuous line running east and west along the face of the south side of the mountain, from property line to property line, shall be considered a steep slope and shall not be disturbed except as set forth in Section 615.4-2 below. Isolated ridges, gullies, knobs or knolls, or peninsulas extending above or below the continuous line and running north and south shall not be considered steep slopes for purposes of protection. Manmade slopes shall also be excluded from this definition.

615.4-2 The following items of infrastructure may be constructed in a steep slope area without restriction except for the provision of easements.

a. ~~Storm sewers.~~ Stormwater improvements.

b. ~~Sanitary sewers.~~ Sanitary sewer improvements.

c. Underground or overhead electric, telephone or cable TV lines.

d. Public water mains.

e. Public Utility water holding tank and pumping station.

f. Roadways and walkways.

615.5 ACCESS

~~The developer shall provide for the construction of a public street with connections to King George Road and Route 22, with a paved public road access to the easterly property line for the future extension of the roadway to the east to Brandywine Rise. No more than 50% of the units as shown on the full tract build out plan shall be occupied without having both points of access constructed. For development occurring in phases, a temporary paved cul-de-sac shall be provided with the public portion of the roadway extending to the adjacent property line.~~

The developments within the AHD 3 Zone shall provide for the construction of public roadway connections to King George Road and Route 22, with a paved public road access to the easterly zone line for the future extension of the roadway to the east to Brandywine Rise. Each developer shall be responsible for construction to their property line, unless agreed to otherwise with neighboring development. For development occurring in phases, a temporary paved cul-de-sac may be required within the public portion of the roadway extending to the adjacent property line. No more than 62 units may be occupied that have sole access off of Route 22 without the access to King George Road being completed.

615.6 CONVERSION OF RENTAL UNITS.

Units offered as rental units shall comply with the applicable provisions of the New Jersey Administrative Code.

615.7 CONSTRUCTION IN ENVIRONMENTALLY SENSITIVE AREAS.

Affordable units shall not be constructed on (a) wetlands as delineated with an approved LOI (Letter of Interpretation) issued by the New Jersey Department of Environmental Protection; (b) flood hazard areas as defined in N.J.A.C. 7:13; and (c) slopes in excess of 20 percent.

615.8 INTEGRATION OF UNITS

~~Pursuant to N.J.A.C. 5:97-6.4(f), to the maximum extent feasible, the affordable units shall be fully integrated into development with the market units.~~ All affordable units shall comply with the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1, et seq., the Township's Housing Element and Fair Share Plan, and applicable laws, with regards to integration of units.

615.9 PROCEDURE FOR APPROVAL OF INCLUSIONARY HOUSING PROJECTS.

It is intended through this Section that innovative land use and mixtures of housing types be permitted within an individual development. Flexible land use standards within the established zone density, should allow optimum use of the site while preserving critical areas and common open space as outlined above.

615.9-1 Application Procedure. An application for an inclusionary housing development shall be considered as a planned residential development and is to be processed through the major site plan procedure as set forth in The Land Development Ordinance of the Township of Green Brook, and shall comply with the provisions thereof procedurally and substantively. See N.J.S.A. 40:55D-45.

615.10 AVAILABLE SEWER CAPACITY AND PUBLIC UTILITIES.

All applications seeking to utilize the density provisions of this Article shall demonstrate to the Planning Board the availability of sanitary sewers, public water, and all other utilities, with adequate capacity to accommodate the needs of the entire project. The applicant shall provide to the Planning Board all information required by Sections 702.5 and 702.6 of the Land Development Ordinance.

615.11 APPLICANTS COMPLIANCE AGREEMENT.

The applicant shall file, as a part of the application for preliminary approval of an affordable housing project, a written agreement to comply with the affordable housing regulations prescribed in this ordinance, and to comply with the implementing rules and regulations of the Green Brook Affordable Housing Plan. Such instrument shall be in recordable form, known as a Developer's Agreement, and shall be subject to approval by the Township Attorney.

615.12 ADDITIONAL DATA REQUIRED.

On any application for preliminary approval of an inclusionary housing project, the following additional

information shall be submitted to the Planning Board as a part of the application:

615.12-1 Data on or accompanying the preliminary plat showing which dwellings are to be very low income, which will be low income units and which will be moderate income units; location, floor area and layout of the affordable units and of all other units.

615.12-2 If a development is to be constructed in phases, a staging plan setting forth the exact units to be included in each phase and specifying the number, location, number of bedrooms, and whether the units will be owner or renter occupied for the affordable units.

615.12-3 An application involving an inclusionary development in the Affordable Housing District [AHD] which is required to provide rental units, (See Section 615.3-2) shall set forth necessary details to show the location and method of providing such rental housing units to be included in the development (See N.J.A.C. 5.93-5:14)

615.12-4 A form of the proposed covenants and restrictions, including provisions to assure that any affordable units will be sold or rented in accordance with the requirements of this ordinance, and imposing covenants and restrictions running with the land to assure that subsequent sales and rentals of affordable units will also be subject to the requirements of this ordinance.

615.12-5 Such other information as may be determined by the Planning Board to be necessary to assure compliance with the terms and purposes of this Section.

615.13 EXPEDITED HEARINGS OF AFFORDABLE HOUSING APPLICATIONS.

The Planning Board shall give priority to affordable housing applications made under this section.

615-14 PLANNING BOARD WAIVERS AND VARIANCES.

615.14-1 When hearing applications for affordable housing projects the Planning Board shall have jurisdiction, in appropriate cases, and for good causes shown, to grant waivers and variances from the strict requirements of the zoning ordinance and land development ordinance that would otherwise apply.

615.14-2 The Planning Board shall not have jurisdiction to approve affordable housing projects in a district restricted against such affordable housing projects, nor to permit an increase in the permitted floor area ratio, nor to permit an increase in the permitted density of dwelling units per net area of land to be developed.

615-15 REDUCTION OF DEVELOPMENT FEES.

Affordable housing applications made under this article shall be entitled to the elimination of fees for that portion of the subdivision fees, site plan review fees, Environmental Impact Statement Fees, Storm Water Control fees in

accordance with Article 11 of The Land Development Ordinance, and Construction Permit fees, related to any affordable units included in the project. All other units in the project will be subject to the normal fee schedule. The usual completion guaranty requirements and Maintenance Guaranty requirements will remain in effect with respect to all units.

615.16 REVOCATION AND WITHHOLDING OF OCCUPANCY PERMITS.

In the event an applicant does not construct and lease or sell the affordable units in accordance with an approved plan for an Affordable Housing Project, the Construction Official, in addition to other penalties and enforcement powers granted by law, shall have the authority to revoke the development permit or development Certificates of Occupancy, and withhold the issuance of subsequent certificates of occupancy on all units in the project until the development is brought into compliance with the plan that was approved by the Approving Authority.

Section 2. The Official Zoning Map shall be changed for Block 103, Lots 2, 3 and 4 from RHC Regional Highway Commercial and SMD Special Mountain District to AHD – 3 Affordable Housing District 3.

Section 3. This Ordinance shall be construed so as not to conflict with any provision of New Jersey or Federal law. The provisions of this Ordinance shall be cumulative with, and not in substitution for, all other applicable zoning, planning, and land use regulations. In the event of any inconsistency or conflict between the provisions of this Ordinance or other local requirements, the provisions of this Ordinance shall apply. If any provisions of this Ordinance shall be adjudged invalid, such adjudication shall not affect the validity of the remaining provisions which shall be deemed severable therefrom.

Section 4. After introduction, the Township Clerk is hereby directed to provide a copy of the within Ordinance to the Land Use Board for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A.40:55D-64. The Land Use Board is directed to make and transmit to the Township Committee within thirty-five (35) days after referral a report, including identification of any provisions in the proposed Ordinance which are inconsistent with the Master Plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

Section 5. After introduction, the Township Clerk is hereby directed to provide by personal service, certified mail or email with confirmation that the email was delivered, at least ten (10) days prior to the scheduled hearing, a copy of this Ordinance and a Notice of Hearing in accordance with N.J.S.A. 40:55D-15 to: the clerk of any adjoining municipalities located within two hundred (200) feet of the boundaries of the affected properties; and, the County Planning Board.

Section 6. After introduction, the Township Clerk is hereby directed to provide by personal service or certified and regular mail, at least ten (10) days prior to the scheduled hearing, a Notice of Hearing in accordance with N.J.S.A. 40:55D-62.1 to: the owners of the properties affected by this Ordinance; the owners of all properties within two hundred (200) feet of the boundaries of the affected properties; the Office of Planning Advocacy; and any military facility commander who has registered with the municipality.

Section 7. After introduction, the Township Clerk, in accordance with N.J.S.A. 40:49-2 and N.J.S.A. 40:49-2.1, is hereby directed to publish this Ordinance in its entirety or by title and summary at least once in a newspaper published and circulated in the municipality, if there is one, and if not, in a newspaper printed in the county and circulating in the municipality, together with a notice of the introduction thereof, the time and place when and where it will be further considered for final passage. The publication shall include a clear and concise statement prepared by the Clerk setting forth the purpose of this Ordinance and a time and place when and where a copy of this Ordinance can be obtained without cost by any member of the general public. The publication shall be at least (1) one week prior to the scheduled hearing.

Section 8. If adopted, the Township Clerk, in accordance with N.J.S.A. 40:49-2 and N.J.S.A. 40:49-2.1, is hereby directed to publish this Ordinance, in its entirety or by title and summary, together with a notice of the date of passage or approval, at least once in a newspaper published and circulated in the municipality, if there is one, and if not, in a newspaper printed in the county and circulating in the municipality.

Section 9. If adopted, the Township Clerk, in accordance with N.J.S.A. 40:55D-16, shall forward a copy of this Ordinance to the County Planning Board for filing.

Section 10. This Ordinance shall take effect immediately upon its adoption, passage and publication according to law.

ATTEST: **TOWNSHIP OF GREEN BROOK**

_____ _____

Kelly Cupit, Administrator/Clerk Jim Van Arsdale, Mayor

INTRODUCED 5/19/2025 1ST PUBLICATION 5/23/2025

ADOPTED FINAL PUBLICATION

Appendix P | 2023 Fox and Foxx Board Resolution

RESOLUTION OF
THE LAND USE BOARD OF THE TOWNSHIP OF
GREEN BROOK, SOMERSET COUNTY, NEW JERSEY
APPLICANT – FOX AND FOXX DEVELOPMENT, LLC
PRELIMINARY AND FINAL MAJOR SITE PLAN
WITH VARIANCE APPLICATION
BLOCK 83, LOTS 9, 10 and 11
APPLICATION # 22-05

Approved: April 24, 2023
Memorialized: May 8, 2023

WHEREAS, Fox and Foxx Development, LLC, (the "Applicant") has made application to the Green Brook Township Land Use Board of Somerset County (the "Board") for preliminary and final major site plan with variance approval on September 19, 2022, and

WHEREAS, the application was deemed complete on December 22, 2022, and

WHEREAS, public hearings with notice were held on January 30, 2023, March 28, 2023, and April 24, 2023 at which time the Land Use Board rendered its decision on the application in accordance with the requirements of N.J.S.A. 40:55D-10(g), and requirements of N.J.S.A. 40:55D-10(g), and

WHEREAS, it has been determined that the Applicant has complied with all of the rules, regulations and requirements of the Land Use Board and that all of the required provisions of compliance have been filed with the Land Use Board, and

WHEREAS, the Land Use Board has received as part of the hearing process the following testimony and documentary evidence submitted by the Applicant and its Consultants, the Land Use Board Staff, and members of the public:

The Applicant is the contract purchaser of property known as Lots 9, 10 and 11, Block 83 on the Tax Map of the Township of Green Brook. It is also referred to as 74-78 Greenbrook Road, Green Brook, New Jersey. The Applicant proposes to demolish existing residential

structures currently on the site and to construct a three (3) story, 86 unit residential retail apartment complex along with a retail component. The retail component will be facing Greenbrook Road. The residential portion will be located on all three (3) floors. As a result, the Applicant is seeking preliminary and final major site plan together with a "d" variance because the building does not meet the building type authorized within the Village Commercial (VC) Zoning District and also seeking other "c" variances.

The initial application was for 49 one (1) bedroom apartments, 35 two (2) bedroom apartments, two (2) three (3) bedroom apartments and 4,538 square feet of residential amenity space. The first floor will be 8,689 square feet of retail. Within the residential, there will be 15% set aside for low and moderate income housing which will include two (2) one (1) bedroom units, eight (8) two (2) bedroom units and three (3) three (3) bedroom units. The Applicant proposes to have 164 parking spaces on site. The property itself is 3.125 acres. The Applicant proposes to merge the three (3) lots.

In addition to the "d" variance for building type, the Applicant is also seeking a conditional use variance since it is seeking a residential use located not within the permitted building type. Additionally, they are seeking "c" variances to include parking setback variances from the build-to line, the right-of-way line and the property line (6-18.5); parking within 10 feet of the property line (801.2); deviations from architectural standards including vertical breaks and roofline offsets (618.6); frontage requirements requiring one (1) bike rack for every building entrance and trash receptacles for every 150 linear feet of the frontage (618.7-4); commercial frontage requirement including 20 foot planting strips between the street, curb and sidewalk, sidewalk requirement of 10 feet along a commercial street frontage (618.7-4); lighting requirements (618-9); parking lot landscaping (618-11); fences and walls (618-13); off-street

parking requirements (618.14-1); shared parking arrangements (618.14-2) and sidewalk requirements (618.15-2).

The Applicant presented Mr. Gerald Gesario, a professional engineer in the State of New Jersey. He testified that the property is surrounded by Greenbrook Road, other commercial buildings and single-family homes. He noted that across the property there is a mild slope of only 2%. He described the building as being an L-shaped building with the retail facing Greenbrook Road. Access to the property is a 24 foot wide drive. He noted that the parking provides for ADA parking spaces. He notes that the Applicant has taken credit for shared parking and that the drive aisles in the parking lot are 24 feet wide.

He notes that there is a retaining wall in the southerly portion that is approximately one (1) foot. In the north and the east it is approximately 3 ¾ feet. It is necessary to provide usable space for the units. He noted that the utility may not require a hot box. He also pointed out that the lighting will be wall packs or poles which were appropriately positioned downward and were utilizing LED lighting fixtures.

He noted further that this is a major development for stormwater management purposes.

He also reviewed the initial report of the Board Engineer, Mr. Richard Roseberry, dated January 23, 2023. There was a discussion with regard to whether or not recharge was necessary. The Applicant's engineer indicated that this was a planning area, involving metropolitan areas and therefore recharge may not be necessary. Mr. Roseberry questioned that position.

Mr. Fred Kincaid is an architect provided by the Applicant. He provided a rendering of the building showing the Greenbrook Road façade looking from the northeast. He described the floor plan of the ground floor, second floor and third floor. The exterior materials included brick façade with hearty plank or with balconies. He noted that the HVAC was on the roof and would

be screened. He did note, however, that the Ordinance requires a maximum of 24 foot offset where the proposal was between 34 and 39 foot offsets in some areas. Upon questioning, he advised that the condenser units would be within the apartments and the condensers for the retail would be on the roof. He agreed that there would be low-speed, low-noise units for the condensers. He pointed out that there would be no balcony lighting.

Mr. Paul Greybel, a professional planner in New Jersey, testified on behalf of the Applicant. He believes that this project met the visions of the Green Brook Master Plan by providing a walkable downtown with a mixed use building. The zone allows for both retail and residential by advancing the policy of the Master Plan. It also includes shared parking which is encouraged in the Master Plan.

With regard to the "d" variance for the building type, he noted that the general shape of the property adversely impacted the ability to provide for full retail on the first floor. He also suggested that the current climate for retail development is poor and that the amount of retail that the Applicant is providing was appropriate given the economic climate. He noted that the entire first floor amounts to 25,000 square feet and to provide 25,000 square feet of retail would require an additional 150 parking spaces, which is not practical for the site. He also noted that the current retail is facing Greenbrook Road. The retail is necessary to have street frontage in order to be successful.

Mr. Fox, a principal of the developer, testified that the amount of retail that they were providing is appropriate and to significantly expand the retail would lead to potential vacancies which would detract from the viability of the site.

Members of the public expressed concerns in regard to the project. Some were concerned about the size of the project in relation to the surrounding areas. Others expressed

concern with regard to the lack of retail as required by the Ordinance. It was pointed out that middle school children walk along this area and that the full frontage setback as required by the Ordinance should be provided. There was also concern that the project would adversely increase the traffic along Greenbrook Road, which is already difficult. Other members of the public expressed concern that the goal of the Master Plan is to provide for pedestrian and biking, and there was concern that this project would interfere with that goal, and also concern that Federal Express and UPS trucks would adversely affect the traffic. There were other concerns with regard to the amount of water that is currently in and around the property. There were photos that were taken of water in the backyards that currently exist, and concern that this project would add to that problem.

As a result of the concerns, the Applicant came back with a revised project. They reduces the number of units from 86 to 85 and increased the amount of retail to 9,865 square feet. They consolidated Lot 9.01 with the property which reduced the impervious coverage. They also noted that the frontage along Greenbrook Road was now all retail, both front and back. There was an increase in distance for the parking to the property line to a compliant 10 feet. The Applicant has now added a bike rack along the front. Two (2) trash receptacles are proposed along the frontage. The Applicant has now incorporated a 10 foot grassed buffer strip adjacent to the new curb line along Greenbrook Road. They have also provided a walkway plaza width of 26 feet.

With regard to landscaping and lighting, they have eliminated certain trees and replaced them with little gem magnolia trees. The lighting has been revised to provide five (5) proposed pedestrian lighting fixtures 12 feet tall. The calculation for the planted island requirement has been provided on the revised landscape plan. With regard to shared parking, an access easement

to the neighboring property is shown and identified on the site plan. Additionally, a 10 foot wide sidewalk along the entire frontage has now been provided. Plans have been revised to indicate a permeable paver system in the front and the plaza area. A limit of disturbance has been added to the demolition plan. Calculations of the non-wooded area have been revised and provided. Setback lines have been revised to reflect the addition of Lot 9.01 as being part of the application.

With regard to the parking, one (1) of the initial seven (7) EV parking spaces is now ADA compliant. The fire lanes in the parking are have now been revised to be compliant with the Fire Chief's requests of January 3, 2023.

The Applicant has added a sign legend to the details sheet.

The proposed roof design will be flat and the entire roof area will have a new drainage concept to collect and pipe directly to the storage reservoir associated with the pervious asphalt design.

The Applicant has made significant revisions to the stormwater management system that are to be reviewed by the Township Engineer.

The Applicant's Engineer testified that the impervious coverage has now been reduced from 81.42% to 77.91% with the addition of Lot 9.01. Additionally, building coverage has been reduced from 26.35% to 25.21%.

Mr. Douglas Polyniak testified on behalf of the Applicant as a traffic engineer. He incorporated his report of April 12, 2023. He noted that there were 164 parking spaces where 155 are required. He believed that the Ordinance standard of five (5) per 1,000 is conservative. He felt that the four (4) per 1,000 is more than adequate. He discussed the EV spaces.

Members of the public continued to be concerned about traffic and whether or not a

traffic signal could be installed. There was also concern that the amount of retail was not enough to produce a walkable downtown.

Mr. David Greenman, a real estate expert, testified that heavy retail is on Route 22. Secondary retail is on the secondary roads. He believed that the size of the retail as proposed is appropriate and anything in excess would tend to generate vacancies, which would have adverse consequences on the impact of the successful nature of the site both in terms of retail and residential activity.

Mr. Fred Kincaid again testified with regard to the revised plans. He noted the increase in retail.

Finally, Mr. Paul Greybel, the planner, came back and testified that he believed that the changes improved the site. The retail was now fully fronting Greenbrook Road. First floor residential was not on Greenbrook Road but on the side of the property which is not suitable for retail. He believed the project presented a good balance between residential and retail. With regard to the positive and negative criteria, he felt that the revised plan was a good balance of uses in the Village Commercial zone, that is providing a variety of housing as noted a Purpose (g) of the Municipal Land Use Law. He also believed that the Purpose (i) has been advanced by providing a visual improvement to the site and as a result, improving the surrounding properties. He also believed that there is a benefit by providing Affordable Housing which advances the welfare of the community, which is Purpose (a). He opined that there was no substantial detriment to the public good since the project will be improving the stormwater management system and thereby helping any off-site adverse stormwater impact that the site currently has. He also believed that the project does not have a substantial impact on the intent and purpose of the Zone Plan or the Zoning Ordinance. In fact, it is advancing the principals of the Master Plan

by providing a variety of housing and providing for Affordable Housing as is required by all municipalities in the State of New Jersey.

In addition to the testimonial evidence, the Applicant submitted the following documentary evidence:

A-1: Architectural rendering dated September 9, 2022.
A-2: Aerial dated January 30, 2023.
A-3: Rendered site plan dated January 30, 2023.
A-4: EcolScience report dated January 4, 2023.
A-5: Proposed canopy plan dated September 9, 2022.
A-6: Brick color exhibit dated January 30, 2023.
A-7: Revised site plan dated February 16, 2023.
A-8: Rendered site plan dated February 27, 2023.
A-9: Aerial photo dated February 24, 2023.
A-10: Rendered Sheet SD-100 dated February 15, 2023.
A-11: Rendered Sheet SD-101 dated February 15, 2023.
A-12: Rendering dated February 15, 2023.

The public, in addition to the testimony, also presented documentary evidence including:

O-1: Photo of water in the backyard.
O-2: Photo of water in the backyard area.
O-3: Photo of water in backyard.

The Board also took into account the following additional documents presented. They included the Green Brook Fire-EMS Department report of January 3, 2023, the January 18, 2022 report from the Somerset County Planning Board office, the January 23, 2023 report from its Engineer, Richard Roseberry, the March 26, 2023 report from Mr. Roseberry, and the Traffic Review by the Board's engineering office signed by Mr. S Maurice Rached dated March 22, 2023.

WHEREAS, the Land Use Board, in reviewing the foregoing testimony and documentary evidence, makes the following findings of fact and conclusions:

The Applicant is seeking preliminary and final major site plan approval for 85 residential

units and 9,865 square feet of retail space on Lots 9, 9.02, 10 and 11 in Block 83. The Applicant is also seeking a "d" variance due to the construction of a building type that is not authorized by the Zoning District in the VC zone. Specifically, they are providing residential units on the first floor which is not authorized in the zone. Additionally, they are seeking a series of "c" variances.

The Board has taken into account the testimony of the Applicant's representatives as well as documentary evidence submitted by them, as well as the testimony and documentary evidence submitted by members of the public. The Board has also taken into account the reports from outside agencies including but not limited to the Somerset County Planning Board and the Green Brook Fire-EMS Department as well as its Engineer, Mr. Richard Roseberry, and the Traffic Engineer from his office, Mr. Maurice Rached.

The preliminary question is whether or not the Applicant meets the burden of the "d" variance which requires five (5) affirmative votes. The Board has found that the standards required for "d" variance approval have been met. Specifically, the Board takes into account what it believes to be the intent of the Ordinance, which is to provide retail activity along internal roadways within the community. In this case, the internal roadway is Greenbrook Road. The Applicant has provided for retail activity on the entire frontage of Greenbrook Road. The Board acknowledges that there are residential units on the first floor which are prohibited under the Ordinance. However, these residential units are not fronting Greenbrook Road. The Board finds that to construct retail facilities in place of the residential facilities would leave the retail facilities likely to fail since they do not have frontage on a significant road. The Board finds that is not the intent of the Ordinance. The Board takes into account to comments of it Engineer and Planner, Mr. Roseberry, wherein he opined that the Ordinance was intended to provide for retail

visibility along the roads thereby prohibiting residential on the first floor. He believed that the Ordinance presumed that all first floor activity would be abutting main roads. He acknowledged that in this case the residential activity does not abut Greenbrook Road but is on the side yard and is more aptly suited for residential than retail.

The Board also takes into account the testimony of the Applicant's planner who opines that the Purposes of Zoning have been met by this application. Specifically, Purpose (a), (i) and (g). With regard to Purpose (a), it is advancing Affordable Housing which is benefitting the welfare of the community by providing for housing that is mandated through State policy. He also testified that Purpose (g) is being advanced since the Applicant is providing a diversity of housing; not only Affordable Housing, but also apartment units that are in demand in Greenbrook and in surrounding areas. Finally, he advised the Board that Purpose (i) of the Municipal Land Use Law is advanced since the architectural design is a visual improvement to that which is currently on the site and will enhance not only the property in question, but surrounding properties.

He also advised the Board that there is no substantial detriment to surrounding properties and there is no significant impediment to the intent and purpose of the Zone Plan and Zoning Ordinance. With regard to the former, he believes that the stormwater management plan will actually improve flooding not only on site but also on surrounding properties by reducing the rate of flow at which stormwater is released. He believes that the intent and purpose of the Master Plan of the Township is advanced by providing for Affordable Housing and advancing the purpose of the Village Commercial zone by providing a mixed use development which includes retail and residential.

The Board is also cognizant of the case of Price v. Himeji, LLC, 214 NJ 263 (2013).

That case acknowledges that when a "d" variance is present seeking to have a use that is not otherwise permitted, the zoning standards of the zone may not apply and therefore the "c" variances are subsumed within the "d" variance approval. The Board believes this to be the case. Alternatively, the Board does believe that for the reasons outlined in the "d" variance, the "c" variances are approvable individually under the "c(2)" criteria, as the Board finds that the Purposes of Zoning would be advanced and that there is no substantial detriment to either the intent and purpose of the Zone Plan or the Zoning Ordinance or any substantial detriment to surrounding properties.

NOW, THEREFORE, BE IT RESOLVED that the Land Use Board of the Township of Green Brook does hereby approve the preliminary and final major site plan as more particularly described in a map entitled, "Preliminary/Final Site Plan for Mixed Use Development" prepared by Jarmel Kizel Architects and Engineers of Livingston, New Jersey which plans are revised through February 6, 2023 and consists of 19 sheets.

This approval is subject to the following terms and conditions:

1. The "c" and "d" variances are approved for the reasons expressed hereinbefore.
2. This approval incorporates the architectural plans presented by Jarmel Kizel with a revision date of 2/6/23, consisting of two (2) sheets.
3. This approval is subject to the Applicant entering into an agreement with the Township of Green Brook for a shared parking agreement, to be reviewed and approved by the Township Attorney and Engineer.
4. This approval incorporates all of the conditions outlined in the report of the Township Engineer, Mr. Richard Roseberry, in his report of March 26, 2023. Specifically, sections 4.0 Site Plan Comments together with comments on the

stormwater management report, and miscellaneous comments.

5. The stormwater management system shall take into account appropriate recharge and infiltration in accordance with the recommendations of the Township Engineer.
6. All HVAC systems for the retail shall be located on the roof and screened appropriately in accordance with the form based standards of the Ordinance.
7. No balcony lighting shall be authorized.
8. This approval is subject to the payment of all appropriate fees and taxes.

I certify that this is a true copy of a Resolution adopted by the Green Brook Township Land Use Board at its meeting on May 8, 2023.

TOWNSHIP OF GREEN BROOK LAND USE BOARD

By: Erin Santora LaGrua
ERIN SANTORA LAGRUA,
Land Use Board Administrator

RWT 5-3-23, 5-8-23

Appendix Q | 2023 1013 Washington Avenue Board Resolution

RESOLUTION OF
THE LAND USE BOARD OF THE TOWNSHIP OF
GREEN BROOK, SOMERSET COUNTY, NEW JERSEY
APPLICANT – 1013 PROPERTY, LLC
PRELIMINARY AND FINAL MAJOR SITE PLAN
WITH "D" AND "C" VARIANCES
(WHISPERING WOODS HEARING)
BLOCK 67, LOT 1
APPLICATION # 22-03

Approved: November 27, 2023
Memorialized: December 11, 2023

WHEREAS, 1013 Property, LLC, (the "Applicant") has made application to the Green Brook Township Land Use Board of Somerset County (the "Board") for preliminary and final major site plan with variance with "d" and "c" variances on June 8, 2022, and

WHEREAS, the application was deemed complete on November 9, 2022, and

WHEREAS, public hearings with notice were held on January 9, 2023, February 13, 2023, and April 10, 2023 at which time the Land Use Board rendered its decision on the application in accordance with the requirements of N.J.S.A. 40:55D-10(g), and requirements of N.J.S.A. 40:55D-10(g), and

WHEREAS, after the hearing on April 24, 2023, the Board denied the application submitted by the Applicant, which was Memorialized in a Resolution dated June 12, 2023, and

WHEREAS, subsequently, the Applicant filed a suit in the Superior Court of New Jersey, Law Division, Somerset County, bearing Docket No. SOM-L-000840-23. An Answer was filed, and

WHEREAS, a series of conferences were held with the Court to discuss areas of mutual understanding concerning the application, a modified application resulted from those conferences, and

WHEREAS, a supplemental hearing was held pursuant to the case of Whispering Woods vs.

Middletown Township 220 NJ Super 161 (Law Div. 1987). That hearing took place on November 27, 2023, with notice required and provided, and

WHEREAS, the Land Use Board has received as part of the hearing process pursuant to the Whispering Woods case the following testimony and documentary evidence submitted by the Applicant and its Consultants, the Land Use Board staff and members of the public:

The Board incorporated all of the documentary evidence that was submitted into the original case including A-1 through A-11 as well as O-1 submitted by the public. The Board also incorporated B-1 which was an updated Transit-Friendly Planning Report dated September of 2022. The Board also incorporated the record below with regard to the application and then submitted supplemental information regarding the amendment to the plans. Those amendments included A-12 which was a revised Site Plan dated October 23, 2023 and A-13, revised Architectural Plans rendered, dated October 23, 2023.

Mr. Joseph Castor, the Applicant's attorney, indicated that the plan was modified to include additional Affordable Housing. The original plan authorized the required 15% or 15 Affordable Housing units. The Applicant agreed to provide two (2) additional units for a total of 17 units. Additionally, the Applicant had agreed to reduce variances to include revisions to the roofline and provide sidewalk on School Street.

Mr. William Lane, a professional engineer, testified on behalf of the Applicant. He reiterated that the Affordable Housing requirement was increased from 15 to 17 units. He indicated that the distribution of those units would be in accordance with all appropriate regulations. He also provided a revised rendered sheet overlay of the site plan which was dated November 27, 2023 as A-14.

He explained that the roofline, pursuant to the Ordinance, required a minimum 24 foot offset between indentations. The Applicant agreed to modify that to comply with the Ordinance. They

also agreed, in addition, to provide for no deferred parking as had been proposed in the original plan. That would reduce another variance. Finally, he indicated that it was agreed that they would provide a sidewalk along School Street to eliminate a third deviation.

He was asked by the Board members as to the purpose of providing the sidewalk. He indicated that this was a design waiver and was an attempt to satisfy the concerns of the Board. However, he did indicate that the sidewalk would not be one that would be terribly functional. There was also a question with regard to the modified parking. He indicated that the proposed parking on site continued to be 150 proposed and that there continued to be an EV credit so that there would be a parking count of 158.

A Board member questioned whether or not there was an increase in a number of units over and above the 96 that had previously been offered. Mr. Lane indicated that the overall unit count would remain the same but there would be the reduction of two (2) market units with the addition of the two (2) Affordable Housing units.

Additionally, there was a question with regard to the status of the County review and whether or not left turns would be prohibited. The engineer on behalf of the Applicant testified that they had not yet received a final determination from Somerset County. Based upon further questioning, the Applicant agreed that if left turns were restricted, they would include as a modification to the proposed plans a traffic diverting device along Washington Avenue. The nature and design of this device would be subject to review and approval by the County as well as the Township Engineer.

The Applicant also agreed to a condition to subject the revisions to the review of the Fire Department and agreed to work with the Fire Department to be in a position to accommodate any concerns that they may raise.

Mr. Jeffrey Josell, a principal of the Applicant, testified that he was willing to accommodate

all of these modifications and the concerns that had been raised by the Board and the modifications that were part of the hearing.

Mr. Martinez, the Applicant's architect, testified that with regard to the roof offset, the building was now set up so that it would meet the offset requirement of 24 feet between offsets whereas the original plan had a 12 foot offset. The building height remained the same.

The meeting was opened to the public. Concern was raised as to whether or not this application was too intense for the area. There was also a concern as to whether this application was fostering the goal of the Township's desire for a walkable downtown.

The Township Engineer, Mr. Roseberry, rendered a report which was dated November 22, 2023 which was incorporated into the record. The Applicant agreed to abide by the requests of the Township Engineer pursuant to that report. Mr. Roseberry also commented with regard to what had previously been referred to earlier concerning the New Jersey Transit Report. He testified that the traffic engineering industry does not recognize this report as a definitive report regarding traffic and/or parking. Rather, they rely upon the standard text including the Institute of Traffic Engineers (ITE). He reiterated that those reports do acknowledge that there is sufficient parking on site.

WHEREAS, the Land Use Board, in reviewing the foregoing testimony and documentary evidence, makes the following findings of fact and conclusions:

The Board took into account the testimony presented by the Applicant at the hearing as well as the testimony of the prior hearing together with the exhibits of both the prior hearing and of this hearing, as well as the testimony of its Engineer and his report along with the comments made by the public. The Board finds first that this is a substantially different application on the basis that there is an increase in Affordable Housing as part of this project. The Board Attorney advised that the policy of Affordable Housing has been a major policy concern of the State of New Jersey since the establishment of the Affordable Housing case known as the Mount Laurel case in 1973. He

reiterated the fact that it was now codified by way of the Fair Housing Act in 1985. This Act established the Council on Affordable Housing (COAH) to administer Affordable Housing throughout the State of New Jersey. He commented that the Supreme Court in 2015 made a determination that the Council on Affordable Housing had not acted in a reasonable and expeditious manner concerning housing and therefore resumed responsibility for Affordable Housing throughout the State. The Township has participated in that process and has received Certification for its Round Three obligation. As a result of all of the above, Mr. Thomas has advised the Land Use Board that the addition of two (2) Affordable Housing units does mark a substantive change to the project in and of itself and renders the project substantially different than the prior project.

The Board also took into account the modifications with regard to the plan including the roof offset, the change in the banked parking and the sidewalk. The Board agreed that the sidewalk did not have a useful purpose and found that the sidewalk along School Street was not a necessary component of any revised plan. The Board also took into account the testimony of the prior traffic engineers both on behalf of the Applicant and the Township and found that the parking on site was adequate of its intended purposes. As a result, the Board finds that the "d" variance for having residential units on the first floor can be granted on the basis of advancing the Purposes of Zoning which include N.J.S.A.40:55D-2(a), (e), (h) and (i). The Board finds that the agreement to modify access by eliminating left turns onto Washington Avenue will be an improvement to traffic flow by advancing health, safety and general welfare pursuant to Subsection (a). Additionally, the Board finds that this site does advance the Purpose of providing population densities and concentration in appropriate locations which furthers Purpose (e) as well as providing for an opportunity for walkability within the Township's downtown, which is a goal of the Township Master Plan. The Board also finds that the project does advance the design of transportation routes by advancing the free flow of traffic, by eliminating left turns thereby advancing Purpose (h). Finally, the Board

believes that there has been a desirable visual environment created by the development, which advances Purpose (i).

The Board has reviewed whether or not there is any substantial detriment to the intent and purpose of the Zone Plan and the Zoning Ordinance and/or whether there is a substantial detriment to the public good. The Board finds that this project is located on a major County Road partially abutting a State highway. The design of the project will not have any substantial adverse consequences to surrounding properties and will advance the intent and purpose of the Zoning Ordinance to create a walkable development within the Township as required by the Zoning District. This is due to establishing appropriate population densities with retail development to encourage the residents to remain local and walk to services and retail shops. Further, the Board finds that there is no substantial detriment to the intent and purpose of the Zone Plan or Zoning Ordinance since it finds that the development does in fact advance the Purposes of the zone to provide development in appropriate locations and to provide walkability, which includes both residential and commercial development.

The Board also adopts the comments that were made during the course of the hearing as well as the report of its Township Engineer and incorporates them as reasonable conditions regarding this application.

NOW, THEREFORE, BE IT RESOLVED that the Land Use Board of the Township of Green Brook does hereby approve the preliminary and final major site plan as more particularly described in a map entitled, "Preliminary/Final Site Plan for 1013 Washington Avenue" prepared by Menlo Engineering containing 18 sheets and dated October 23, 2023.

This approval is subject to the following terms and conditions:

1. The Board approves the "d" variance for the reasons expressed hereinbefore and further finds that the prior "c" variances are subsumed into the "d" variance approval.

2. This approval is subject to the Architectural Plans that were prepared by Blackbird Group Architects, LLC of Newark, New Jersey consisting of eight (8) sheets and dated October 23, 2023 noted as A-13.
3. The Board finds that the sidewalk on School Street as proposed has no planning purpose and should be eliminated from the design.
4. The Board includes a condition that subject to the review and approval by the County of Somerset that a traffic mitigation device shall be installed at the intersection of the property and Washington Avenue so as to prevent or discourage left turns onto Washington Avenue. This condition shall be reviewed by the Township Engineer.
5. This approval is subject to the concerns and comments, if any, of the Township Fire Department to be worked through with the Township Engineer and the Applicant. All technical comments of the Colliers Engineering and Design reports of December 1, 2022, January 5, 2023 and April 6, 2023 shall be incorporated into the plans and those reports shall be annexed hereto as Exhibits 1, 2 and 3.
6. An Amended Stormwater Management Plan and Report shall be submitted to the Township Engineer and in accordance with Article VI of the Land Development Ordinances to be reviewed and approved by said Engineer.
7. Any stormwater management measures authorized under the Municipal Stormwater Management Plan or Ordinance shall be reflected in a Deed Notice recorded in the Somerset County Clerk's Office of Deed. The form of Deed Notice shall be submitted to the Municipality for prior approval before filing. The Deed Notice shall contain the description of the stormwater management measures used to meet the green infrastructure ground water to recharge, stormwater runoff quality and stormwater runoff quantity standards pursuant to Section 604-O, P, Q and R of the

Land Development Ordinance and shall identify the location of the stormwater management measures in NAD 1983 Storm Plain New Jersey FIPS 1900 US feet or latitude and longitude in decimal degrees. The Deed Notice shall also reference the Maintenance Plan required to be recorded upon the Deed prior to the commencement of construction. Proof that the above required Deed Notices have been filed shall be submitted to the Municipality. Proof that the required information has been recorded in the Deed shall be in the form of either a copy of the complete recording document or the receipt from the Clerk, or other proof of recordation provided by the Recording Officer. In the event that the initial proof provided is not a copy of the complete recorded documents, a copy of the complete recorded documents shall be provided to the Municipality within 180 calendar days of the authorization granted by this Municipality.

8. The Applicant shall be required to have continued responsibility for maintenance of all stormwater management facilities and shall perform all of the following requirements: maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance related work orders; evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the Deed as needed; provide a copy to the Township prior to January 1st of each calendar year; retain and make available upon request by any public entity with administrative health, environmental or safety authority over the site the maintenance plan and the documents required under Section 611.D.1 of the Land Development Ordinance.
9. A shared parking access easement shall be provided to adjoining properties for

vehicular circulation between parties.

10. All roof mechanical units shall be screened.
11. The Applicant shall agree to utilize low noise HVAC units.
12. The Applicant shall enter into a Developer's Agreement with the Township. All the Affordable Housing units so constructed shall be rental units and shall be subject to the adopted Rules and Regulations of the Council on Affordable Housing pursuant to N.J.A.C.5:97 et. seq. as now or hereinafter adopted and subject to the Affordable Housing regulations as provided by the Township Ordinances. Affordable Housing units shall comply with the Uniform Housing Affordability Controls. The Affordable Housing units shall have a minimum 30 year Deed restrictions and shall be affirmatively marketed as required by the aforesaid regulations. The developer shall be responsible for all costs associated with initial rental of the Affordable units and for the continuing administration of the Affordable units and the preservation of the credit worthiness of the units.
13. The Applicant shall enter into a written agreement with the Township to limit and restrict the uses placed or to be placed upon the subject property so that the "shared parking" provided will not be overutilized. A written agreement shall be provided upon complaint from the Zoning Officer or from any interested person. The Land Use Board may limit the number, type and extent of uses on the premises, or the hours of operation of the uses on the premises so that the "shared parking" will not be overcrowded. The agreement shall also provide that the covenants and undertakings of the Applicant shall be binding upon its successes and assigns and also upon tenants, subtenants and all other persons acquiring any interest in the possession of the premises. The agreement shall be in a recordable form and shall be subject to the

approval of the Township Attorney as to form. The agreement shall become a part of any special permit issued by the Land Use Board. The failure of the Applicant to abide by the terms of the agreement shall constitute a violation of relief granted, which violation shall be prosecuted under Article XII of the Zoning Ordinance.

14. This approval is subject to all outside agency review including but not limited to Somerset County Planning Board, Somerset Union Soil Conservation District, New Jersey Department of Environmental Protection concerning Treatment Works Permit, the NJDEP for stormwater disturbance.
15. This approval is subject to the Applicant's engineer providing a cost estimate for all site work with the breakdown of the amount of the performance guarantee, inspection fees and safety and security bond to be provided to the Township Engineer for review and approval.
16. This approval is subject to the payment of all appropriate fees and taxes.

I certify that this is a true copy of a Resolution adopted by the Green Brook Township Land Use Board at its meeting on December 11, 2023.

TOWNSHIP OF GREEN BROOK LAND USE BOARD

By: Erin Santora LaGrua
ERIN SANTORA LAGRUA,
Land Use Board Administrator

RWT 11-27-23, 12-12-23

Appendix R | 2024 998 Washington Avenue Board Resolution

RESOLUTION OF
THE LAND USE BOARD OF THE TOWNSHIP OF
GREEN BROOK, SOMERSET COUNTY, NEW JERSEY
APPLICANT – NORTH WASHINGTON AVENUE, LLC
PRELIMINARY AND FINAL MAJOR SITE PLAN
AND "C" AND "D" VARIANCE APPLICATION
BLOCK 83, LOT 2.01
APPLICATION # 23-07

Approved: May 13, 2024
Memorialized: June 10, 2024

WHEREAS, North Washington Avenue, LLC (the "Applicant") has made application to the Green Brook Township Land Use Board of Somerset County (the "Board") for preliminary and final major site plan and "c" and "d" variance approval on June 16, 2023, and

WHEREAS, the application was deemed complete on January 12, 2024, and

WHEREAS, public hearings with notice were held on February 12, 2024, March 11, 2024 and May 13, 2024, at which time the Land Use Board rendered its decision on the application in accordance with the requirements of N.J.S.A. 40:55D-10(g), and requirements of N.J.S.A. 40:55D-10(g), and

WHEREAS, it has been determined that the Applicant has complied with all of the rules, regulations and requirements of the Land Use Board and that all of the required provisions of compliance have been filed with the Land Use Board, and

WHEREAS, the Land Use Board has received as part of the hearing process the following testimony and documentary evidence submitted by the Applicant and its Consultants, the Land Use Board Staff, and members of the public:

The Applicant is the owner of property known as Lot 2.01, Block 83 on the Tax Map of the Township of Green Brook. The property is otherwise known as 998 Washington Avenue, Green Brook, New Jersey. The property is located in the VC Zoning District. The property is currently occupied by two (2) structures. The structure abutting Washington Avenue is a one story

approximately 3,500 square foot building consisting of a daycare center. To the rear of the property is a three (3) story residential structure containing 24 apartments. The Applicant proposes to demolish the existing front building and to construct a three (3) story building with a ground floor square footage of 5,525 square feet. The Applicant proposes to resume the daycare activity on the first floor and have two (2) additional floors with six (6) units each for an additional 12 units. The Applicant also proposes to have a three (3) story addition to the rear of the residential building, which will contain an additional six (6) units.

Mr. Patrick Murray testified that he has been the owner of the property and has had no issues regarding parking on site with the existing residential and retail activity. He notes that there have been two (2) or three (3) cars on the parking lot that are not operational. He is in the process of getting those cars removed. He further testified that there are currently seven (7) employees for the daycare center. The hours of operation are from 7:00 A.M. to 6:00 P.M. Monday through Friday. The parents of the students generally arrive at staggered times both in terms of drop-off and pick-up. He also testified that the property is serviced by mail trucks, Amazon vans and garbage pick-ups. The garbage is currently twice per week. He indicated that he will increase it if it is necessary after the approval. He also testified that there is currently no assigned parking.

Mr. Eric Kania testified regarding the Architectural Plans. He is familiar with the project as he is employed by the architectural firm, although not a licensed architect in New Jersey. He indicated that he has 25 years of experience in reviewing such plans. He noted that the rear unit is a three (3) story brick building with 24 residential units. The proposal is to add six (6) units in the rear with a three (3) story addition. Each floor will have two (2) units. He further testified that the front building would be demolished and would be replaced by a larger brick building. The footprint will be 5,525 square feet and will be three (3) stories tall. The architecture will be compatible with the existing building in the rear. All of the residential units will be one (1), two (2) and three (3) bedrooms units.

The three (3) bedroom units will be generally 1,100 square feet. The one (1) and two (2) bedroom units will range from 800 to 970 square feet. There will be an elevator on the first floor with sprinklers for the residential properties. It was also noted by Mr. Kania that there will be Affordable Housing units provided. The first floor will continue to be a childcare center.

Mr. Christopher Szolay, a licensed engineer, testified on behalf of the Applicant. He testified that the property is "L" shaped and is approximately 1.21 acres. There are currently 54 parking spaces on site. He testified that they proposed to demolish the front building. He noted that there is raised patio in the front yard. He further advised that there is a proposed addition to the rear building near the back of the property which will be a three (3) story addition containing six (6) apartments. He testified that there will be an additional 14 parking spaces. Ten will be stacked. There will also be providing for shared parking thereby being able to reduce the parking count by 14 as well as reduction due to the fact that they are providing for EV ready parking spaces.

Ms. Elizabeth Dolan testified regarding traffic and parking. She confirmed that there is an existing daycare center in one (1) building and 24 apartments in a separate building. She reaffirmed that there will be as part of the proposal the reestablishment of the daycare center in the front building with an additional 12 residential units in the upper floors of the front building and an additional six (6) residential units in the new addition. She noted that there will be 15 one (1) bedroom dwellings, 20 two (2) bedroom dwellings, seven (7) three (3) bedroom dwellings and a 5,525 square foot daycare center.

Ms. Dolan also testified that access would continue to be through Washington Avenue. There was also to be a proposed shared driveway connection to the approved Fox and Foxx mixed use project on the neighboring lot to the east.

Ms. Dolan also testified regarding the Area Parking Inventory and Study. She noted that parking counts were performed on the site on two (2) occasions. The first was September 21, 2023 at

7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M. and on Tuesday, September 26th at 10:00 P.M. She noted that the peak parking demand on the weekday morning occurred at 7:00 A.M. where only 50% of the total available parking was used. The peak parking demand during the weekday early evening occurred at 6:15 P.M. with 37% of the total available parking currently used. At 10:00 P.M. on a weekday it was found that 59% of the total available parking was used. She pointed out that weekdays overnight is the busiest time. It is expected with residential apartments.

Ms. Dolan testified regarding the total trip generation for the site. She indicated that the A.M. peak hour would be 50 trips and the evening peak hour would also be 50 trips. She opined that the total site traffic is relatively low averaging less than one (1) trip per minute. She believes that is in a imperceptibly low rate. She noted that for purposes of the ITE and NJDOT Standards, these rates are not considered to be significant as defined by those entities as significant traffic rates would be an additional 100 or more trips per hour.

The traffic expert further reviewed the parking requirement of the Village Commercial zone. She referenced the Residential Site Improvement Standards for parking ratios for the apartments. They included requirements for the residential units of 82 spaces. She noted, however, that the RSIS Standards includes an allocation of .5 spaces per unit for visitors and guest parking. Therefore, 21 of the spaces were not for residents but for outside parking demands. 61 spaces were required for residents of the proposed building. She further noted that it is anticipated that most residents will have visitors and guests during off hours and weekends when the daycare center is closed. A shared parking evaluation is warranted to assess the adequacy of the proposed supply.

Regarding the parking requirements for the daycare center, she noted that a total of 14 parking spaces for that use are required combining both the RSIS requirement of 82 spaces and the daycare requirement of 14, a total of 96 parking spaces are calculated for the development. She notes further that the VC District permits a 25% reduction in parking for mixed use developments. In applying that

25% reduction to the RSIS standard, the requirement is reduced by 24 spaces and thus the total parking requirement for the mixed use development is 72. The development proposal includes a total of 68 parking spaces of which four (4) are electric vehicle spaces and therefore credited as eight (8) spaces toward the VC District, thus providing the proposed development with the required 72 spaces.

Ms. Dolan went on to do an analysis to calculate actual peak parking requirements. She testified regarding the analysis based upon the fifth addition of parking generation by the ITE and the second addition for shared parking by ULI. She noted that those calculations are made for typical weekdays to gauge the impacts of the peak childcare parking demand where some residents may be home. Her testimony was based upon an analysis that 61 parking spaces were a maximum demand. Peak times would be generally weekdays between 12:00 A.M. and 4:00 A.M. She noted that the current parking counts for the existing 24 units is 32 occupied spaces. She indicated that if this was to be increased proportionally based upon the 42 proposed units, it would be anticipated that the overnight parking volume would be 56 occupied spaces. It is therefore her conclusion that the 68 parking spaces on site is more than adequate.

As a result of comments and questions raised at earlier meetings, Mr. Murray returned with additional documentary evidence. He submitted three (3) drone photographs of the site. The first was March 2, 2024 at 12:04 A.M. The second was March 5, 2024 at 1:14 A.M. The third was March 7, 2024 at 4:06 A.M. He also submitted an exhibit showing the existing building with the Affordable units.

Additionally, Ms. Szolay, came back and testified regarding revised plans. He noted that there was an increase in landscaping and removal of the front patio. He pointed out that there were 68 parking stalls shown. There was a loading area now shown west of the dumpster that fits U-Haul vehicles for residential purposes. He also noted that the location of the hotbox still needs to be ironed out with the utility companies. He indicated that they are still working on the shared parking

agreement with Fox and Foxx and that it would have to be a condition of approval. He noted, however, that with the Fox and Foxx agreement they exceeded the parking requirement by eight (8). He also noted that the stacked parking spaces would be assigned. Spots would be for employees of the daycare center during business hours. He also pointed out that the daycare center was not for school-aged children but rather for preschool. He also noted that there were van-accessible spaces for handicapped individuals and EV spaces. The handicapped parking requirement is three (3) and the Applicant is proposing four (4). The EV spaces proposed meet the requirement under the State Statute. The engineer also noted that the Applicant would adhere to the stormwater regulations and that they would utilize porous pavers.

Ms. Dolan also came back and testified. She indicated that she did in fact witness the maximum of 32 parking spaces at night on the site. She said that the Applicant will meet the daycare demand under the ITE standards. There will be 1.33 parking spaces per unit equaling 54 spaces. She also noted that the parking closest to the daycare center will be reserved for the employees. The maximum enrollment for daycare will be 55 based upon square footage as per State standards. She testified that the drivers are able to drive through the Fox and Foxx property to get to the signal, which is actually a benefit for traffic flow.

It was noted that there are a number of variances that are required as part of this project. They include the following sections:

- Section 618.5 – Build to line.
- Section 618.5.F – Parking space location within 10 feet of the build to line.
- Section 618.5-1 – Patio setbacks (it is noted that in subsequent plans the patio has been removed).
- Section 801.2 – Parking not allowed within 10 feet of the property line.
- Section 618.6 – Vertical bricks in the building and roofline offsets 618.7-5, commercial

frontage requirements.

- Section 618.8 – Street tree requirements.
- Section 618.9 – Lighting requirements.
- Section 618.13 – Fences and walls.
- Section 618.14.1.B – Parking complying with all setbacks.
- Section 618.11.A – Landscaping requirements for parking stalls.
- "D" variance for configuration of the rear building pursuant to Section 618.3.

Mr. John McDonough, a professional planner in the State of New Jersey, testified in regard to the project and in particular, the variances. He described the site and the area. He noted that the project will reestablish the daycare center upon approval and demolition of the original building and the reconstruction of the new building. He testified that in his planning opinion, the proposal adheres to the zoning intent of a mixed use site and increases residential and Affordable Housing units which is a clear benefit pursuant to the Master Plan and the State requirement for Affordable Housing. He testified that regarding the "d" variances as well as the "c" variances, he finds that there are advancements of Purposes of Zoning as part of this site. He indicates that there is advancement of Purpose (a) which is promoting general welfare by providing Affordable Housing. He believes that the project also advances Purpose (i) because the project will provide aesthetic enhancement to the front of the streetscape along Washington Avenue by the demolition of the existing building and the construction of a new more aesthetically pleasing building. He also believed that the project advances Purpose (g) by providing development in appropriate locations for residential and retail uses, which is part of the intent and purpose of the VC zone. Finally, he indicated that Purpose (m) has been encouraged by this development as it is a development that promotes a more efficient use of land and that it provides for Affordable Housing.

Regarding the negative criteria, it is not envisioned that there is any substantial detriment to

the intent and purpose of the Zone Plan or the Zoning Ordinance. He further does not envision any negative impact to surrounding areas. In fact, he believes that there is a benefit to surrounding areas by the elimination of a rather old building along the streetscape and the creation of a new building that will enhance not only the property itself but the neighborhood by providing a modern, attractive building that will enhance the neighborhood streetscape. He also believes that because of the benefits that are being derived from this development, not the least of which is the Affordable Housing as well as the aesthetic improvements, that it is advancing the intent and purpose of the Zone Plan which encourages Affordable Housing in this area. The zone also is encouraging commercial development. In order to accomplish that, there is a need for a combination of retail and residential. The residential is necessary in order to be able to ensure that the retail will be successful.

Mr. McDonough also noted that the same proofs apply in the event that this is a "d(1)" variance versus a "d(2)" variance.

The meeting was opened to the public. There were concerns raised regarding the density of the site. It was noted by the Applicant's witnesses that there was no density requirement in the Ordinance.

WHEREAS, the Land Use Board, in reviewing the foregoing testimony and documentary evidence, makes the following findings of fact and conclusions:

The Applicant seeks a preliminary and final major site plan approval together with "d" variance for the requirement that the building type does not meet the VC standards in the rear together with numerous "c" variances. The Board reviewed and took into account the testimony of the Applicant's witnesses together with the reports submitted along with the report of Mr. Richard Roseberry dated January 26, 2024 as well as comments from the public. The Board, after having reviewed this material, finds that the Applicant has met the standard to grant the "d" variance for the building not being in accordance with the Ordinance standards for the VC zone. The rear building

will have three (3) stories of residential where the Ordinance requires first floor to be retail and the remaining floors to be residential. The Board recognizes that this can be either a "d(1)" variance or a "d(2)" variance. The Board took into account the testimony of Mr. McDonough, the Applicant's planner. The Board finds that the testimony does satisfy both the positive and the negative criteria. The Board finds credible that Mr. McDonough indicated that the application promotes the Purposes of Zoning; in particular, Purpose (a), (i), (g) and (m). Regarding Purpose (a), the Board agrees that this application does promote the general welfare by providing Affordable Housing as necessary so the Township can meet its constitutional obligation. It also finds that Purpose (i) is enhanced by the elimination of a rundown building along the streetscape of Washington Avenue and it being replaced by a more aesthetically pleasing building that will contain retail on the first floor and apartments on the second and third floors. The Board also notes that this addition makes the site more compliant to building requirements for the VC zone. The Board also finds that by providing low and moderate income housing, the application is providing for a variety of uses as authorized in the VC zone as indicated in Purpose (g) and is further providing a more efficient use of land by incorporating Affordable Housing into the development that provides for both retail and residential mixed use.

The Board also finds that there is no substantial detriment to the intent and purpose of the Zone Plan or Zoning Ordinance and that there is no substantial detriment to the public good. Regarding the latter, the Board finds that the improvement of the building along the streetscape of Washington Avenue is in fact an improvement to that streetscape and therefore no detriment is found. The Board also finds that by providing a more compliant site with the frontage building that provides for retail on the first floor and residential on the second and third floors is an attempt to be more in keeping with the requirements of the VC zone.

The Board acknowledges that there are a number of bulk variances. It is noted that one (1) of the bulk variances has been eliminated by the elimination of the patio. The Applicant has also

improved the stormwater management on site and has agreed to all of the conditions as outlined in the Richard Roseberry report of January 26, 2024. Pursuant to the case of O'Connell vs. Koch 197 NJ Super 134 App. Div (1984) and Price vs. Himeji 214 NJ 263 (2013), the Board finds that the "c" variances are subsumed into the "d" variance. Parenthetically, the Board also notes that the variances could be granted on the basis of "c(2)" criteria upon the testimony of Mr. McDonough.

NOW, THEREFORE, BE IT RESOLVED that the Land Use Board of the Township of Green Brook does hereby approve the preliminary and final major site plan as more particularly described in a plan entitled, "Preliminary Site Plan for 998 Washington Avenue" prepared by Menlo Engineering Associates of Highland Park, New Jersey consisting of 14 sheets and revised through January 26, 2024.

This approval is subject to the following terms and conditions:

1. The Board grants the variance relief requested for both the "c" and "d" variances for the reasons expressed hereinbefore.
2. This approval incorporates the Architectural Plans submitted as part of the application dated August 1, 2023.
3. This approval is subject to the relocation of the hotbox on site subject to authority from the appropriate utility authority companies.
4. This approval is subject to the Applicant obtaining an agreement with Fox and Foxx for shared parking and an agreement with the Township to control the shared parking arrangement. Said document shall be reviewed by the Township Engineer and Board Attorney.
5. The Applicant agrees to amend the plans to provide speed tables on appropriate locations on site to avoid unnecessary speed and reduce safety concerns.
6. The Applicant agrees to provide a "no left turn" requirement on Washington Avenue

subject to County approval.

7. The plans approved herein shall be revised to reflect the fact that these are preliminary and final site plans.
8. Several site features including light poles, trees, signage, manholes, water valves, HVAC units along Washington Avenue as well as the rear of the site are not shown to be removed. However, they will conflict with the improvements. Those need to be clarified together with the limits of removal of the sidewalk and curbs.
9. Where a section of timber guardrail is to be removed at the limits of parking to the east, this needs to be coordinated with the development on the east and replacement guardrail may be needed. Said modification shall be reviewed by the Township Engineer.
10. The Applicant shall provide calculations for the retaining walls on the southeastern portion of the site to be submitted to the Township Engineer for review and approval. The plans shall be revised to clarify the interaction between the proposed B-1 outlet control structure and the proposed paver walk and provide for an ADA compliant heel safe grate if necessary.
11. The Applicant shall revise the plans to show ADA compliant curb ramps along Washington Avenue including the required detectable warning devices and crosswalk striping. The Applicant shall revise the plans to coordinate a modular block retaining wall proposed at the eastern limits of the new parking lot and the access aisle on the sidewalk denoted to be proposed by others so that these facilities will be interconnecting.
12. The application and maps shall be revised to provide signage and pavement markings to designate the individuals to utilize the proposed parking areas below the western

portion of the mixed use residential building.

13. A fire lane shall be provided on the plans in accordance with the recommendations of the Fire Official.
14. Top of wall and bottom of wall grades are required to show the height of the proposed walls along the eastern and southerly property lines and said modifications shall be shown on the map and subject to Township Engineer review. Additional spot elevations shall be provided for proposed driveway crosswalks, curb ramps, proposed sidewalks and access parking to confirm ADA compliance.
15. Applicant's plan shall be revised to show the roof leaders and where they will connect to an onsite stormwater management system.
16. Applicant shall clarify the plans to reflect that the freestanding light fixture proposed on the northeast corner of the expanded parking area will have appropriate full cutoff features and include glare shields to minimize lighting spillover.
17. The plans shall be revised to reflect that the maximum average lighting intensity of one (1) footcandle for multifamily and nonresidential uses shall be provided on site. Also, light spillage into the northern adjacent property and Washington Avenue shall be revised to confirm that it will not exceed 0.5 footcandles at the property line. An additional street light is required along the frontage to meet the Ordinance requirement for street lights every 70 feet.
18. Plants should be removed along the east side of the parking lot where the driveway and the sidewalk interconnect from the adjoining property owner.
19. Street trees should be replaced with a specimen that has mature height of less than 25 feet.
20. Pavement section details should be revised to conform with current NJDOT asphalt

mix designations. Further, a note shall be added to the crosswalk striping in detail that all striping and pavement markings are to be thermoplastic. The plans should be revised to reflect that concrete details shall indicate that Class B concrete is to be used in accordance with the recommendations of the Township Engineer.

21. The pipe trenching shall be provided with details in the construction plans to include pipe trenching details for the proposed RCP and to note all pipes are to be bedded and backfilled with dense graded aggregate stone. Further, FDC locations shall be shown on the plans for both buildings.
22. Roof leaders and pipes shall be included in storm and inlet capacity calculations so as to have a 25 year storm event designed for full flow capacity and 100 years without surcharging. Further, the dimensions of the porous paving areas should be labeled on the plans.
23. A Stormwater Management Operations and Maintenance Manual shall be prepared in accordance with the NJDEP BMP manual requirements.
24. This approval is subject to a Developer's Agreement between the developer and Township to take into account all of the concerns raised in the Township Engineer's report, Item #30.
25. Architectural Plans for the building roofs should be provided to demonstrate that the drainage areas will flow to the underground basins.
26. The Applicant shall be required to provide annual monitoring reports demonstrating maintenance of the stormwater management system as stipulated to in previous Operations and Management Plans and the new management plans. These shall be provided to the Township for review annually.
27. Calculations for sanitary sewer flow shall be provided.

28. An access easement shall be extended to Washington Avenue and a blanket easement can be provided on the site. A copy of the easement shall be provided for review and approval and recording prior to the issuance of a final approval. Said document shall be reviewed and approved by the Township Engineer and the Board Attorney.
29. The plans and agreements regarding Affordable Housing shall be reviewed and accepted by the Township's Affordable Housing planner and shall meet all Affordable Housing requirements.
30. This approval shall be subject to all outside agency review including but not limited to the Somerset County Planning Board, the Somerset County Health Department, Somerset Warren Soil Conservation District, New Jersey American Water Public Service Gas and Electric and Treatment Works approval by the NJDEP.
31. This approval is subject to a cost estimate for all site work to be provided and the cost to be broken down in accordance with the Township's Ordinance and Senate Bill 3233. The Applicant shall post inspection fees and bonds prior to the start of work on site.
32. This approval is subject to the payment of all appropriate fees and taxes.

I certify that this is a true copy of a Resolution adopted by the Green Brook Township Land Use Board at its meeting on June 10, 2024.

TOWNSHIP OF GREEN BROOK LAND USE BOARD

By: Erin Santora LaGrua
ERIN SANTORA LAGRUA,
Land Use Board Administrator

RWT 6-6-24

Appendix S | Draft Set-aside Ordinance

Township of Green Brook
County of Somerset, State of New Jersey
Ordinance No. 2024-906

AN ORDINANCE AMENDING ARTICLE 4 "GENERAL PROVISIONS", SECTION 427 "TOWNSHIP WIDE SET ASIDE REQUIREMENTS" OF THE ZONING ORDINANCE OF THE TOWNSHIP OF GREEN BROOK, COUNTY OF SOMERSET, STATE OF NEW JERSEY

WHEREAS, in order to address the Township's obligation to provide for its fair share of affordable housing, the Township Committee of the Township of Green Brook finds its necessary, advisable and in the public interest to amend the "Township Wide Set Aside Requirements" set forth in Section 427 of Article 4 "General Provisions", of The Zoning Ordinance Of The Township Of Green Brook to provide for a minimum affordable housing set-aside of twenty (20%) percent regardless of tenure.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Green Brook, County of Somerset, State of New Jersey, that The Zoning Ordinance Of The Township Of Green Brook is hereby amended as follows: **New language is underlined <u>thus</u> and deletions are indicated with strikethroughs ~~thus~~.**

Section 1. Article 4 "General Provisions", Section 427 "Township Wide Set Aside Requirements", of The Zoning Ordinance Of The Township Of Green Brook, is hereby amended as follows:

Article 4
General Provisions

427. TOWNSHIP WIDE SET ASIDE REQUIREMENTS

Any property in the Township of Green Brook that is currently zoned for non-residential uses and subsequently receives a zoning change or use variance or approval of a redevelopment or rehabilitation plan to permit multi-family residential development, or that is currently zoned for residential uses and receives a zoning change or density variance or approval of a redevelopment or rehabilitation plan to permit multi-family residential development, which multi-family residential development will yield five (5) or more new dwelling units, shall provide a minimum affordable housing set-aside of ~~fifteen (15%) percent if the affordable units will be for rent and a minimum~~ twenty (20%) percent <u>regardless of tenure.</u>~~if the affordable units will be for sale.~~ This provision does not affect residential development on sites that are zoned for inclusionary residential development as part of the Township's Housing Element and Fair Share Plan, which are subject to the affordable housing set-aside requirements set forth in the applicable zoning. 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 the Township of Green Brook to grant such rezoning, variance or other relief. A property shall not be permitted to be subdivided so as to avoid compliance with this requirement. All affordable units created pursuant to this paragraph shall be governed by the provisions of Chapter 9 Building and Housing, Section 9-3 Affordable Housing Regulations.

Section 2. This Ordinance shall be construed so as not to conflict with any provision of New Jersey or Federal law. The provisions of this Ordinance shall be cumulative with, and not in substitution for, all other applicable zoning, planning, land use and development regulations. In the event of any inconsistency or conflict between the provisions of this Ordinance or other local requirements, the provisions of this Ordinance shall apply.

Section 3. If any provisions of this Ordinance shall be adjudged invalid, such adjudication shall not affect the validity of the remaining provisions which shall be deemed severable therefrom.

Section 4. After introduction, the Township Clerk is hereby directed to provide a copy of the within Ordinance to the Planning Board for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A.40:55D-64. The Planning Board is directed to make and transmit to the Township Committee within 35 days after referral a report, including identification of any provisions in the proposed Ordinance which are inconsistent with the Master Plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

Section 5. After introduction, the Township Clerk is hereby directed to provide by personal service, certified mail or email with confirmation that the email was delivered, at least 10 days prior to the scheduled hearing, a copy of this Ordinance and a Notice of Hearing in accordance with N.J.S.A. 40:55D-15 to the clerk of any adjoining municipalities located within 200 feet of the boundaries of the affected properties and the County Planning Board.

Section 6. After introduction, the Township Clerk, in accordance with N.J.S.A. 40:49-2 and N.J.S.A. 40:49-2.1, is hereby directed to publish this Ordinance in its entirety or by title and summary at least once in a newspaper published and circulated in the municipality, if there is one, and if not, in a newspaper printed in the county and circulating in the municipality, together with a notice of the introduction thereof, the time and place when and where it will be further considered for final passage. The publication shall include a clear and concise statement prepared by the Clerk setting forth the purpose of this Ordinance and a time and place when and where a copy of this Ordinance can be obtained without cost by any member of the general public. The publication shall be at least one week prior to the scheduled hearing.

Section 7. If adopted, the Township Clerk, in accordance with N.J.S.A. 40:49-2 and N.J.S.A. 40:49-2.1, is hereby directed to publish this Ordinance, in its entirety or by title and summary, together with a notice of the date of passage or approval, at least once in a newspaper published and circulated in the municipality, if there is one, and if not, in a newspaper printed in the county and circulating in the municipality.

Section 8. If adopted, the Township Clerk, in accordance with N.J.S.A. 40:55D-16, shall forward a copy of this Ordinance to the County Planning Board for filing.

Section 9. This Ordinance shall take effect immediately upon its adoption, passage and publication according to law.

Attest

Kelly Cupit, Administrator/Clerk

Township of Green Brook

Jim Van Arsdale, Mayor

Appendix T | Draft Berlant Zoning Ordinance

Township of Green Brook

County of Somerset, State of New Jersey

Ordinance 2025-XXX

AN ORDINANCE TO ADOPT AN AFFORDABLE HOUSING ORDINANCE FOR BLOCK 122, LOTS 1, 3, 4 AND 4.01, TO BE KNOWN AS THE AHD 5 DISTRICT

WHEREAS, the Township of Green Brook has a constitutional obligation to create a realistic opportunity for the construction of its fair share of the region's need for affordable housing; and

WHEREAS, on March 20, 2024, Governor Philip D. Murphy signed P.L.2024, c.2 into law an Amendment to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) (hereinafter "Amended FHA"); and

WHEREAS, the Amended FHA requires the New Jersey Department of Community Affairs (hereinafter "DCA") to calculate non-binding estimates of fair share obligations for all municipalities based upon its interpretation of the standards in the Amended FHA; and

WHEREAS, the DCA issued a report on October 18, 2024 ("DCA Report") and calculated the Township of Green Brook's Round 4 (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of 26 and a Prospective Need or New Construction Obligation of 120; and

WHEREAS, pursuant to the Administrative Office of the Court Directive #14-24, the Township of Green Brook adopted Resolution No. 2025-01-04 on January 23, 2025, and subsequently filed a declaratory judgment complaint on January 29, 2025, under docket number SOM-L-163-25, committing to a Fourth Round Present Need Obligation of 26 units and a Prospective Need Obligation of 106 units; and

WHEREAS, the Township of Green Brook's declaratory judgment complaint was challenged by the New Jersey Builders Association, claiming the Township may not deviate from the DCA's calculated Prospective Need of 120 units; and

WHEREAS, pursuant to Directive #14-24, a mediation session was held on March 27, 2025, whereby a settlement was reached establishing the Township's Prospective Need Obligation at 113 units which settlement was recommended by Judge Thomas Miller of the Affordable Housing Program and adopted by Judge William Mennen on April 8, 2025; and

WHEREAS, the Green Brook Planning Board will adopt a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., which addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C.

5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and

WHEREAS, this Ordinance is intended to implement the above-referenced Housing Element and Fair Share Plan, will be endorsed by the Governing Body; and

WHEREAS, the Township Committee has determined that certain lands comprised of Block 122, Lots 1, 3, 4 and 4.01 are suitable for rezoning to permit an inclusionary residential development (the "Affordable Housing- AHD 5 District"); and

NOW, THEREFORE, BE IT ORDAINED, by the Township Committee of the Township of Green Brook, County of Somerset, State of New Jersey, being the Governing Body thereof, that the Code of the Township of Green Brook be and is hereby amended and supplemented with the creation of Section 620 "Affordable Housing- AHD 5 District," as follows:

SECTION 1. Article 2 "Zone Districts; Boundaries" of the Zoning Ordinance of the Township of Green Brook, Section 201 "Zone Districts" is hereby amended and supplemented by adding the underlined text alphabetically, as follows:

AFFORDABLE HOUSING DISTRICT 5 AHD 5

SECTION 2. Article 6 "Zone District Regulations" of the Zoning Ordinance of the Township of Green Brook is hereby amended and supplemented by adding a new Section 620 "Affordable Housing District – AHD 5 District" as follows:

620. AFFORDABLE HOUSING DISTRICT -AHD 5 DISTRICT.

620.1 STATEMENT OF PURPOSE.

In order to provide housing opportunities for lower-income families to meet the existing and anticipated housing needs of such persons, to maintain a socio-economic mix in the community, to provide a range of housing types dispersed throughout the community and to satisfy the Township's obligation to provide a fair share of the region's housing needs, the Township Committee has determined that the provisions of this Section shall be added to and form part of the zoning regulations of the Township of Green Brook.

620.2 DEFINITIONS.

Words and terms in this ordinance shall be deemed to have the meaning and definition as set forth in the Substantive Rules of the New Jersey Council on Affordable Housing, N.J.A.C 5:93, as the same may be amended and supplemented, and in the event of any conflict, the definitions in said Substantive Rules shall control.

620.2-1 Affordable Housing - A dwelling unit with a sales price or rent within the means of a low or moderate-income household as defined N.J.A.C. 5:93.

620.2-2 Inclusionary development means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low, very low and moderate-income households.

620.3 AFFORDABLE HOUSING DISTRICT 5. [AHD 5]

620.3-1 Block 122, Lots 1, 3, 4 and 4.01 . Should any portion of the above parcels be subdivided from the overall tract for any purpose other than an inclusionary development, that portion shall be excluded from the tract area for the purpose of calculating density.

620.3-2 Affordable Housing Projects. The tract specified in Section 620.3-1 may be developed with up to a maximum of 6.0 units per acre for sale or rent on the condition that at least 20% of the units are reserved for affordable housing units. All affordable units shall comply with the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1, et seq., the Township's Housing Element and Fair Share Plan, and applicable laws, with regards to moderate, low and very-low income qualification percentages, bedroom count distribution, location within the development, and other applicable requirements of law. Occupancy of units shall be subject to the requirements set forth in the Developer's Agreement for each project.

620.3-3 Permitted Uses.

620.3-3.1 Multi-family dwellings, townhouses, or stacked townhouses.

(a) "Stacked townhouse" shall mean a one-family dwelling unit attached in a row of at least three such units in which each unit has its own access to the outside, and each unit is separated from any other unit by one or more vertical and horizontal common fire-resistant walls or other such common wall system or floor/ceiling assemblies as may be approved by the Township Code Enforcement Officer.

(b) "Townhouse" shall mean a one-family dwelling unit attached in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls or other such common wall system as may be approved by the Township Code Enforcement Officer.

(c) "Residential Apartments or Flats" shall mean any building or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied, or which is occupied as the same, or a residence of three or more families living independently of each other and doing their own cooking in such building. The term includes flats and apartments.

620.3-3.2 Two-family dwellings, including both side-by side and duplex (one over another) style dwellings.

620.3-3.3 Public or private parks and playgrounds.

620.3-3.4 Public or private recreation buildings and facilities.

615.3-4 Permitted Accessory Uses.

620.3-4.1 Garages and off-street parking facilities.

620.3-4.2 Storage and maintenance buildings.

620.3-4.3 Customary accessory structures approved as part of the site plan for the development, including fences, walls, lampposts, trellises, cable T.V. services, gazebos, clustered mailboxes, school bus shelters, utility structures such as holding tanks and pumping stations, recycling container structures and the like.

620.3-4.4 Signs: One (1) Non-illuminated or Externally illuminated Development name sign , not exceeding 30 square feet each side, no taller than 6 feet, setback a minimum of 15 feet from any property line.

620.3-4.5 Public utility infrastructure including water holding tank and pumping station facilities.

615.3-5 Area and Bulk Requirements.

615.3-5.1 For purposes of calculating density, the AHD 5 zone is excluded from the provisions of Section 423 of the Zoning Ordinance.

620.3-5.2 The lot area for the dedication of right of way for public streets shall not be excluded from the gross lot area for the purpose of calculating density.

Bulk requirements.

(a) There shall be the following minimum distances between principal buildings:

Windowless wall to windowless wall	20 feet
Window wall to windowless wall	40 feet
Window wall to window wall front to front	40 feet
Rear to rear	40 feet
Rear to end	20 feet
(b) Any building face to private street curb face or edge of pavement	20 feet
(c) Any building face to a public right of way	25 feet
(d) Any building face except garage face to common parking area	20 feet

(e) Coverage: The maximum coverage by buildings in the **AHD 5** shall not exceed thirty (30%) percent of the tract area. The maximum coverage by all impervious surfaces, including buildings, shall not exceed sixty (60%) percent of the tract area.

(f) Buffer areas: No building, parking areas and their associated driveways shall be located within thirty (30) feet of any tract boundary line, excluding any access driveways and public streets.

(1) Within the thirty-foot (30) wide buffer area a variety of plants shall be installed. Buffer plantings shall consist of a combination of shade trees, evergreen trees and shrubs to provide a natural looking buffer.

(2) One (1) shade tree shall be planted for every one hundred fifty (150) linear feet of buffer. Shade trees shall be planted at a minimum three (3) inch caliper and shall be a minimum of twelve (12) to fourteen (14) feet in height, balled and burlapped.

(3) One (1) evergreen tree shall be planted for every fifty (50) linear feet of buffer. Evergreen trees shall be planted at a minimum height of seven (7) feet, balled and burlapped.

(4) Twenty (20) shrubs shall be planted for every seventy-five (75) linear feet of buffer. Shrubs shall be planted at a minimum of thirty-six (36) inches in height. Fifty percent (50%) of shrubs shall be evergreen.

(5) Existing trees within the proposed buffer areas that are healthy shall be maintained and may be counted toward the planting requirements.

(6) Proposed buffer plantings shall be arranged in a natural staggered pattern and shall not be lined up in straight, single rows.

(g) Building height:

Residential Buildings: No building shall exceed three (3) stories in height. Walkout basement conditions shall not constitute a "story" for purposes of this subsection. Notwithstanding the definition of "building height" in Ordinance Section 301.7, no building shall exceed forty-two (42) feet in height to the top of the ridge line when measured from the finished grade along the uphill side of the building and shall not exceed fifty-one (51) feet in height from the finished grade along the downhill side of the building.

(h) No building or group of attached buildings shall contain more than thirty-five (35) residential units.

(i) No building shall exceed a length of two hundred and ten (210) feet.

(j) Accessory buildings, shall meet the same bulk requirements as the principal buildings.

(l) No accessory building shall be more than one story and the maximum height of an accessory building shall be sixteen (16) feet from average grade to mid-point of pitched roof. Recreational buildings and facilities shall be governed by the height limitations for principal buildings.

(m) If a garage is provided, it may be built into the principal structure or be separately constructed as hereinafter provided. Each garage space shall be at least ten (10) feet in width and twenty (20) feet in depth. Each group of attached garages shall have a joint capacity of not more than twelve (12) automobiles arranged in a row, and there shall be a minimum distance of ten (10) feet between garage structures.

(n) Cable T.V. is to be encouraged. If not provided, exterior television antennae/satellite dish shall be limited to one (1) master antenna/satellite dish per building. Master antenna/satellite dishes shall be screened from view from any public right-of-way.

(o) One or more completely enclosed but unroofed structures for the collection, source separation and storage of solid waste shall be provided. The system of collecting, storing, recycling and disposal of solid waste shall be in accordance with State and Board of Health and Township regulations. Provision shall be made for the recycling of materials required to be recycled by the Township. No garbage or other

refuse shall be stored or collected except in approved structures. Garbage and refuse areas shall comply with the Land Development Ordinance, Section 712.

620.3-6 Connections between uses: Direct pedestrian connections between buildings within the tract and between properties that are at the boundary of the tract with properties in the adjoining district are required. Such connections include connections between street sidewalks and non-residential uses, connections between parking areas of accessory uses, and connections between residential uses and existing residential neighborhoods located within or adjacent to the district.

620.4 ACCESS

Hauser Lane shall be improved to meet the cartway width of the RSIS requirements for Rural Street, with no parking, 20' wide, with curbing, and sidewalk on one side of the street. This uniform roadway section shall be extended to Mountain Avenue.

620.5 UTILITIES

The project shall be served by public water and sewer. The sanitary sewer shall be extended to the centerline of Wischer Lane and terminate at a manhole with pipe stubs to the north and south. Pipe stubs are to be capped. The sanitary line shall be sized to accommodate the full development of the sewer service area upstream of the property that flows to the Middlesex County Utility Authority.

620.6. CONVERSION OF RENTAL UNITS.

Units offered as rental units shall comply with the applicable provisions of the New Jersey Administrative Code.

620.7. CONSTRUCTION IN ENVIRONMENTALLY SENSITIVE AREAS. Affordable units shall not be constructed on (a) wetlands as delineated with an approved LOI (Letter of Interpretation) issued by the *New Jersey Department of Environmental Protection;* (b) flood hazard areas as defined in N.J.A.C. 7:13; and (c) slopes in excess of 20 percent.

620.8 INTEGRATION OF UNITS: Pursuant to N.J.A. C. 5:97-6.4(f), to the maximum extent

feasible, the affordable units shall be fully integrated into development with the market units.

620.9 PROCEDURE FOR APPROVAL OF INCLUSIONARY HOUSING PROJECTS.

It is intended through this Section that innovative land use and mixtures of housing types be permitted within an individual development. Flexible land use standards within the established zone density, should allow optimum use of the site while preserving critical areas and common open space as outlined above.

620.9-1 Application Procedure. An application for an inclusionary housing development shall be considered as a planned residential development and is to be processed through the major site plan procedure as set forth in *The Land Development Ordinance of the Township of Green Brook,* and shall comply with the provisions thereof procedurally and substantively. See N.J.S.A. 4055D-45.

620.10 AVAILABLE SEWER CAPACITY AND PUBLIC UTILITIES.

All applications seeking to utilize the density provisions of this Article shall demonstrate to the Planning Board the availability of sanitary sewers, public water, and all other utilities, with adequate capacity to accommodate the needs of the entire project. The applicant shall provide to the Planning Board all information required by *Sections 702.5 and 702.6 of the Land Development Ordinance.*

620.11 APPLICANTS COMPLIANCE AGREEMENT.

The applicant shall file, as a part of the application for preliminary approval of an affordable housing project, a written agreement to comply with the affordable housing regulations prescribed in this ordinance, and to comply with the implementing rules and regulations of the Green Brook Affordable Housing Plan. Such instrument shall be in recordable form, known as a Developer's Agreement, and shall be subject to approval by the Township Attorney.

620.12 ADDITIONAL DATA REQUIRED.

On any application for preliminary approval of an inclusionary housing project, the following additional information shall be submitted to the Planning Board as a part of the application:

620.12-1 Data on or accompanying the preliminary plat showing which dwellings are to be very low income, which will be low income units and which will be moderate income units; location, floor area and layout of the affordable units and of all other units.

620.12-2 If a development is to be constructed in phases, a staging plan setting forth the exact units to be included in each phase and specifying the number, location, number of bedrooms, and whether the units will be owner or renter occupied for the affordable units.

620.12-3 An application involving an inclusionary development in the Affordable Housing District [AHD] which is proposing to provide rental units, *(See Section 620.3-2)* shall set forth necessary details to show the location and method of providing such rental housing units to be included in the development *(See N.J.A.*C. *5.93-5:14)*

620.12-4 A form of the proposed covenants and restrictions, including provisions to assure that any affordable units will be sold or rented in accordance with the requirements of this ordinance, and imposing covenants and restrictions running with the land to assure that subsequent sales and rentals of affordable units will also be subject to the requirements of this ordinance.

620.12-5 Such other information as may be determined by the Planning Board to be necessary to assure compliance with the terms and purposes of this Section.

620.13 EXPEDITED HEARINGS OF AFFORDABLE HOUSING APPLICATIONS.

The Planning Board shall give priority to affordable housing applications made under this section.

620.14 PLANNING BOARD WAIVERS AND VARIANCES.

620.14-1 When hearing applications for affordable housing projects the Planning Board shall have jurisdiction, in appropriate cases, and for good causes shown, to grant waivers and variances from the strict requirements of the zoning ordinance and land development ordinance that would otherwise apply.

620.14-2 The Planning Board shall not have jurisdiction to approve affordable housing projects in a district restricted against such affordable housing projects, nor to permit an increase in the permitted floor area ratio, nor to permit an increase in the permitted density of dwelling units per net area of land to be developed.

620.15 REDUCTION OF DEVELOPMENT FEES.

Affordable housing applications made under this article shall be entitled to the elimination of fees for that portion of the subdivision fees, site plan review fees, Environmental Impact Statement Fees, Storm Water Control fees in accordance with *Article* 11*of The Land*

Development Ordinance, and Construction Permit fees, related to any affordable units included in the project. All other units in the project will be subject to the normal fee schedule. The usual completion guaranty requirements and Maintenance Guaranty requirements will remain in effect with respect to all units.

620.16 REVOCATION AND WITHHOLDING OF OCCUPANCY PERMITS.

In the event an applicant does not construct and lease or sell the affordable units in accordance with an approved plan for an Affordable Housing Project, the Construction Official, in addition to other penalties and enforcement powers granted by law, shall have the authority to revoke the development permit or development Certificates of Occupancy, and withhold the issuance of subsequent certificates of occupancy on all units in the project until the development is brought into compliance with the plan that was approved by the Approving Authority.

SECTION 3. The Official Zoning Map shall be changed for Block 122, Lots 1, 3, 4 and 4.01 from LD-1 (Low Density Single Family Residential – 1 acre) to AHD – 5 Affordable Housing District 5.

SECTION 4. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

SECTION 5. All Ordinances or parts of Ordinances, which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 6. Effective date. This Ordinance shall take effect immediately upon final passage and publication as required by law.

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Somerset Equity Investors, Inc.
2 North Road, Suite 1
Warren, New Jersey 07059
Tel. 908-757-8000
Fax. 908-757-8005
rberlant@firstnjrealty.com

May 19, 2025

Via: Email

Kelly Cupit, Administrator
Green Brook Township
111 Greenbrook Road
Green Brook, NJ 08812-2501

RE: Block 122, Lot 4 (Somerset Equity Investors, Inc.), Block 122, 4.01 (Associated Realty Ventures), Block 122, 3 (Real-Vest Construction, LLC) and Block 122, 1 (RETS Partners, LLC) Green Brook Township, Somerset County, NJ

Dear Ms. Cupit:

Pursuant to our Zoom meeting of last week, please accept the within letter of intent for the properties listed above which are owned by related entities of mine in which I am either President or Managing Member, but in all cases, the one with full authority to make all binding decisions. We have acquired the different parcels at different times throughout the years. Copies of the Deeds for all such properties are attached hereto. It is our desire to obtain site plan approval for a minimum of 88 and a maximum of 90 units, with 18 units (20%) affordable housing set aside. The affordable units would be for rent, while the market rate units would be for sale. Our development will comply with the applicable UHAC controls in place at the time of site plan approval.

Not only do we own the above properties in Green Brook, but we also own adjacent properties in Warren Township and Watchung Borough. Those properties consist of 8 Mountain Boulevard, Warren, New Jersey owned by Doctors Realty Associates, LLC, consisting of Block 91, Lot2, , Warren Township, and Block 122, Lot 2, Green Brook Township, Somerset County, NJ and 833 Mountain Boulevard, Watchung, NJ, RETS Partners, LLC, consists of Block 201, Lot 17, Watchung Borough, and Block 92, Lot 1, Warren Township, NJ.

If you have any questions or need any additional information, please feel free to contact me.

Very truly yours,



Robert D. Berlant

Cc: Raymond Murray
Rick Roseberry
Darlene Green
Wendy Rubinstein Quiroga

RSR Associates, LLC
2 North Road, Suite 1
Warren, New Jersey 07059
Tel. 908-757-8000
Fax. 908-757-8005
rberlant@firstnjrealty.com

May 19, 2025

Via: Email

Kelly Cupit, Administrator
Green Brook Township
111 Greenbrook Road
Green Brook, NJ 08812-2501

RE: Block 157, Lot 13.02, Green Brook Township, Somerset County, NJ

Dear Ms. Cupit:

Pursuant to our Zoom meeting of last week, please accept the within letter of intent for the property listed above which is owned by me, as the Managing Member, with full authority to make all binding decisions. Our use of the property would be to subdivide the property into two or three lots, with each lot having a group home. We have been speaking with Catholic Charities and Cerebral Palsy as two potential users, however, we have reached out to many more as well. Each group home will consist of 6 beds. Depending on the operator, they may or may not be special needs or for disabilities. We are not sure about Catholic Charities being for special needs or disabilities, however, Cerebral Palsy would be. We are awaiting the letter of intent for more information and will provide you with such information upon our receipt.

If you have any questions or need any additional information, please feel free to contact me.

Very truly yours,



Robert D. Berlant

Cc: Raymond Murray
Rick Roseberry
Darlene Green
Wendy Rubinstein Quiroga

Appendix U | Draft RPM Zoning Ordinance, Resolution 2025-06-07, Resolution 2025-06-08

[draft zoning ordinance to be inserted]

TOWNSHIP OF GREEN BROOK
County of Somerset
Resolution 2025-06-07

RESOLUTION OF NEED FOR AFFORDABLE HOUSING PURSUANT TO THE PROVISIONS OF THE NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY LAW OF 1983, AS AMENDED (N.J.S.A. 55:14K-1 et seq.), THE RULES PROMULGATED THEREUNDER AT N.J.A.C. 5:80-1.1 et seq.

WHEREAS, RPM Development, L.L.C. (hereinafter referred to as the ("Sponsor") proposes to redevelop the property described below with a 100% municipally sponsored affordable housing development comprised of approximately 55 affordable units (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq), the rules promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the Township of Green Brook (hereinafter referred to as the "Municipality") on a site described as Block 76, Lot 30 as shown on the Official Assessment Map of the Township of Green Brook, Somerset County and commonly known as 172-176 Route 22 West, Green Brook, New Jersey; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COMMITTEE OF TOWNSHIP OF GREEN BROOK, SOMERSET COUNTY, NEW JERSEY, THAT:

(1) The Committee finds and determines that the Project proposed by the Sponsor, which will construct affordable rental housing in the Township of Green Brook on a site described as Block 76, Lot 30, and commonly known as 172-176 Route 22 West, Green Brook, New Jersey meets or will meet an existing housing need;

(2) The Committee does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

Resolution offered by: Van Arsdale Supported by: Benscoter
ROLL CALL: Benscoter-Aye, Conway -Absent, Martins - Aye, Searfoss- Aye, Van Arsdale-Aye

CERTIFICATION

I, Kelly G. Cupit, Clerk of the Township of Green Brook, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Committee at a regular meeting held on the 2nd day of June, 2025 and have hereunto set my hand and affixed the seal of said Township.

Kelly G. Cupit
Township Clerk

TOWNSHIP OF GREEN BROOK
County of Somerset
Resolution 2025-06-08
RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING WITH RPM DEVELOPMENT, L.L.C.

WHEREAS there exists a need for affordable housing in the Township of Green Brook; and

WHEREAS, RPM Development, L.L.C. is a limited liability company of the State of New Jersey with offices located at 77 Park Street, Montclair, New Jersey 07042 ("RPM"), which specializes in the planning and development of municipally sponsored 100% affordable housing projects; and

WHEREAS, RPM proposes to develop a 100% municipally sponsored affordable housing development comprised of approximately 55 affordable units (hereinafter referred to as the "Project") on certain lands in the Township known as 172-176 U.S. Highway 22, Green Brook, New Jersey 08812 (the "Property"); and

WHEREAS, the Township Committee finds that it would be in the best interests of the Township to support the Project and to set forth the mutual understanding and preliminary agreement between RPM and the Township regarding the Project.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Green Brook that the Mayor and Clerk are hereby authorized to execute a memorandum of understanding, with RPM for the development of a 100% municipally sponsored affordable housing development comprised of approximately 55 affordable units on certain lands in the Township known as 172-176 U.S. Highway 22, Green Brook, New Jersey, subject to review and approval of the Township Attorney as to form and content.

Resolution offered by: Van Arsdale Supported by: Benscoter
ROLL CALL: Benscoter-Aye, Conway -Absent, Martins - Aye, Searfoss- Aye, Van Arsdale-Aye

CERTIFICATION

I, KELLY G. CUPIT, Clerk of the Township of Green Brook, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Committee at a regular meeting held on the 2nd of June, 2025 and have hereunto set my hand and affixed the seal of said Township.

Kelly G. Cupit
Township Clerk

Appendix V | Affirmative Marketing Plan and Resolution

ATTACHMENT A
AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Affordable Housing in **(REGION 3)**

I. APPLICANT AND PROJECT INFORMATION
(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number Central Jersey Housing Resource Center Corp. 600 1st Avenue, Suite 3 Raritan, NJ 08869 908-704-9649	1b. Development or Program Name, Address Green Brook Township 111 Greenbrook Road Green Brook, NJ 08812	
1c. Number of Affordable Units: TBD Number of Rental Units: TBD Number of For-Sale Units: TBD	1d. Price or Rental Range From TBD To TBD	1e. State and Federal Funding Sources (if any) TBD
1f. TBD Age Restricted TBD Non-Age Restricted	1g. Approximate Starting Dates Advertising: Will vary Occupancy: Will vary	
1h. County **Hunterdon, Middlesex, Somerset**	1i. Census Tract(s): WILL VARY	
1j. Managing/Sales Agent's Name, Address, Phone Number TBD by project		
1k. Application Fees (if any): TBD by project		

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

2. Describe the random selection process that will be used once applications are received. Random selection is conducted when a unit is available and only certified households seeking the type and bedroom size of the available unit are placed in the lottery. The process is as outlined in the Model Operating Manual.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

☐ White (non-Hispanic X Black (non-Hispanic) X Hispanic ☐ American Indian or Alaskan Native

X Asian or Pacific Islander ☐ Other group:

3b. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE COAH REGION 3			
Daily Newspaper			
X		Star-Ledger	
TARGETS PARTIAL COAH REGION 3			
Daily Newspaper			
X		Home News Tribune	Middlesex, Somerset, Union
X		Courier News	Somerset and Hunterdon
Weekly Newspaper			
☐		Beacon	Hunterdon
☐		Delaware Valley News	Hunterdon
☐		Hunterdon County Democrat / Hunterdon Observer	Hunterdon
X		Hunterdon Review	Hunterdon
☐		Amboy Beacon	Middlesex
☐		Colonia Corner	Middlesex
☐		Cranbury Press	Middlesex
☐		East Brunswick Sentinel	Middlesex
☐		Edison Sentinel	Middlesex
☐		South Brunswick Post	Middlesex
☐		South Plainfield Observer	Middlesex
☐		Suburban, The	Middlesex
X		Princeton Packet	Middlesex, Somerset
☐		Sentinel, The	Middlesex, Somerset
X		Atom Tabloid & Citizen Gazette	Middlesex, Union
☐		Parsippany Life	Morris

X		Echoes Sentinel	Morris, Somerset
X		Bernardsville News	Somerset
x		Branchburg News	Somerset
□		Chronicle	Somerset
X		Hills-Bedminster Press	Somerset
X		Hillsborough Beacon	Somerset
X		Manville News	Somerset
X		Messenger-Gazette	Somerset
□		Reporter	Somerset
X		Somerset Spectator	Somerset
Monthly Newspaper			
X		About Our Town/Community News	Middlesex, Somerset

	DURATION & FREQUENCY OF OUTREACH	**NAMES OF REGIONAL TV STATION(S)**	**CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE**
TARGETS ENTIRE COAH REGION 3			
x		2 WCBS-TV CBS Broadcasting, Inc.	
□		3 KYW-TV CBS Broadcasting, Inc.	
x		4 WNBC NBC Telemundo License Co. (General Electric)	
□		5 WNYW Fox Television Stations, Inc. (News Corp.)	
□		6 WPVI-TV American Broadcasting Companies, Inc. (Walt Disney)	
X		7 WABC-TV American Broadcasting Companies, Inc. (Walt Disney)	
X		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
□		10 WCAU NBC Telemundo License Co. (General Electric)	
X		11 WPIX WPIX, Inc. (Tribune)	
□		12 WHYY-TV WHYY, Inc.	
X		13 WNET Educational Broadcasting Corporation	
□		17 WPHL-TV Tribune Company	

☐		31 WPXN-TV Paxson Communications License Company, LLC	
☐		35 WYBE Independence Public Media Of Philadelphia, Inc.	
☐		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	
☐		41 WXTV WXTV License Partnership, G.P. (Univision Communications, Inc.)	
☐		48 WGTW-TV Trinity Broadcasting Network	
☐		50 WNJN New Jersey Public Broadcasting Authority	
☐		52 WNJT New Jersey Public Broadcasting Authority	
☐		57 WPSG CBS Broadcasting, Inc.	
☐		58 WNJB New Jersey Public Broadcasting Authority	
☐		61 WPPX Paxson Communications License Company, LLC	
X		63 WMBC-TV Mountain Broadcasting Corporation	
☐		65 WUVP-TV Univision Communications, Inc.	
☐		68 WFUT-TV Univision New York, LLC	Spanish
TARGETS PARTIAL COAH REGION 3			
☐		16 WNEP-TV New York Times Co.	Hunterdon
☐		46 W46BL Maranatha Broadcasting Company, Inc.	Hunterdon
☐		51 WTVE Reading Broadcasting, Inc.	Hunterdon (Christian)
☐		25 W25BB New Jersey Public Broadcasting Authority	Hunterdon, Middlesex
☐		22 WYOU Nexstar Broadcasting, Inc.	Hunterdon, Somerset
☐		28 WBRE-TV Nexstar Broadcasting, Inc.	Hunterdon, Somerset
☐		44 WVIA-TV Ne Pa Ed TV Association	Hunterdon, Somerset
☐		56 WOLF-TV Wolf License Corp.	Hunterdon, Somerset
☐		60 WBPH-TV Sonshine Family Television Corp.	Hunterdon, Somerset
☐		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Hunterdon, Somerset

☐		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Middlesex, Somerset
☐		47 WNJU NBC Telemundo License Co. (General Electric)	Middlesex, Somerset
☐		66 WFME-TV Family Stations of New Jersey, Inc.	Middlesex, Somerset (Christian)
☐		25 WNYE-TV New York City Dept. of Info., Technology & Telecommunications	Somerset

	DURATION & FREQUENCY OF OUTREACH	**NAMES OF CABLE PROVIDER(S)**	**BROADCAST AREA**
TARGETS PARTIAL COAH REGION 3			
☐		Comcast of Northwest NJ, Southeast Pennsylvania	Partial Hunterdon
X		Patriot Media & Communications	Partial Hunterdon, Somerset
☐		Service Electric Cable TV of Hunterdon	Partial Hunterdon
X		Cablevision of Raritan Valley	Partial Middlesex, Somerset
X		Comcast of Central NJ, NJ (Union System)	Partial Middlesex
X		Comcast of Plainfield	Partial Middlesex, Somerset

	DURATION & FREQUENCY OF OUTREACH	**NAMES OF REGIONAL RADIO STATION(S)**	**BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE**
TARGETS ENTIRE COAH REGION 3			
AM			
☐		WFAN 660	
X		WOR 710	
X		WABC 770	
X		WCBS 880	
☐		WBBR 1130	
X		WWTR 1170	
☐		WTTM 1680	Spanish, Asian, etc.
FM			
☐		WFNY-FM 92.3	
☐		WPAT-FM 93.1	Spanish
☐		WNYC-FM 93.9	
X		WPST 94.5	

☐		WFME 94.7	
☐		WPLJ 95.5	
☐		WQXR-FM 96.3	
☐		WQHT 97.1	
☐		WSKQ-FM 97.9	Spanish
☐		WRKS 98.7	
X		WAWZ 99.1	Christian
☐		WBAI 99.5	
☐		WPHI-FM 100.3	
☐		WCBS-FM 101.1	
X		WKXW-FM 101.5	
☐		WQCD 101.9	
☐		WNEW 102.7	
☐		WPRB 103.3	
☐		WKTU 103.5	
☐		WWPR-FM 105.1	
☐		WDAS-FM 105.3	
☐		WLTW 106.7	
TARGETS PARTIAL COAH REGION 3			
AM			
☐		WFIL 560	Hunterdon
☐		WIP 610	Hunterdon
☐		WAEB 790	Hunterdon
☐		WCHR 1040	Hunterdon
☐		WGPA 1100	Hunterdon
☐		WEEX 1230	Hunterdon
☐		WKAP 1470	Hunterdon
☐		WRNJ 1510	Hunterdon
☐		WWJZ 640	Hunterdon, Middlesex
☐		WPHY 920	Hunterdon, Middlesex

☐		WPHT 1210	Hunterdon, Middlesex
☐		WBUD 1260	Hunterdon, Middlesex
☐		WMCA 570	Middlesex (Christian)
☐		WIMG 1300	Middlesex
X		WCTC 1450	Middlesex, Somerset
FM			
☐		WRTI 90.1	Hunterdon
☐		WCVH 90.5	Hunterdon
☐		WHYY-FM 90.9	Hunterdon
☐		WXTU 92.5	Hunterdon
☐		WAEB-FM 104.1	Hunterdon
☐		WFKB 107.5	Hunterdon
☐		WMMR 93.3	Hunterdon, Middlesex
☐		WYSP 94.1	Hunterdon, Middlesex
☐		WBEN-FM 95.7	Hunterdon, Middlesex
☐		WRDW-FM 96.5	Hunterdon, Middlesex
☐		WOGL 98.1	Hunterdon, Middlesex
☐		WUSL 98.9	Hunterdon, Middlesex
☐		WIOQ 102.1	Hunterdon, Middlesex
☐		WMGK 102.9	Hunterdon, Middlesex
☐		WJJZ 106.1	Hunterdon, Middlesex
☐		WKDN 106.9	Hunterdon, Middlesex (Christian)
☐		WAXQ 104.3	Hunterdon, Middlesex, Somerset
☐		WNTI 91.9	Hunterdon, Somerset
☐		WZZO 95.1	Hunterdon, Somerset
☐		WCTO 96.1	Hunterdon, Somerset
☐		WLEV 100.7	Hunterdon, Somerset
☐		WNJT-FM 88.1	Middlesex
☐		WRSU-FM 88.7	Middlesex
X		WWFM 89.1	Middlesex
☐		WWPH 107.9	Middlesex

☐		WDVR 89.7	Middlesex, Somerset
☐		WVPH 90.3	Middlesex, Somerset
X		WMGQ 98.3	Middlesex, Somerset
☐		WBLS 107.5	Middlesex, Somerset

3c. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)

		NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 3				
Weekly				
		Nuestra Communidad	Central/South Jersey	Spanish-Language
Monthly				
☐		Sino Monthly	North Jersey/NYC area	Chinese-American
TARGETS PARTIAL COAH REGION 3				
Daily				
☐		24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly				
☐		Arab Voice Newspaper	North Jersey/NYC area	Arab-American
☐		Catholic Advocate, The	Essex County area	Catholic
X		La Voz	Hudson, Union, Middlesex Counties	Cuban community
☐		Amerika Magyar Nepszava (American Hungarian Peoples' Voice)	Central/North Jersey	Hungarian-Language
☐		New Jersey Jewish News	Northern and Central New Jersey	Jewish
☐		Nuestra Communidad	Central/South Jersey	Spanish-Language
☐		Desi NJ	Central Jersey	South Asian
☐		Ukrainian Weekly	New Jersey	Ukrainian Community

3d. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION
Hunterdon County			
X		Merck & Co.	1 Merck Dr., Whitehouse Station

X		Hunterdon Medical Center	2100 Wescott Drive, Flemington, NJ 08822
☐		Foster Wheeler	Perryville Corporate Park, Clinton, NJ 08809-4000
X		Chubb Insurance Co.	202 Halls Mill Rd., Whitehouse Station, NJ 08889
X		Exxon-Mobil Research & Engineering	1545 US Highway 22 E., Annandale, NJ 08801
X		New York Life	110 Cokesbury Rd, Lebanon
Middlesex County			
X		Bristol-Myers Squibb	1 Squibb Dr, New Brunswick, NJ 08901
☐		Merrill Lynch & Company	800 Scudders Mill Rd, Plainsboro
x		Johnson & Johnson	1 Johnson & Johnson Plaza, New Brunswick
☐		Prudential Insurance Company	44 Stelton Rd. # 130, Piscataway
X		Robert Wood Johnson University Hospital	1 Robert Wood Johnson Pl., New Brunswick, NJ 08901
☐		Silverline Building Products	207 Pond Ave, Middlesex, NJ 08846
x		St. Peter's University Hospital	254 Easton Ave., New Brunswick
☐		Telecordia Technology	444 Hoes Ln., Piscataway
☐		J.F.K. Medical Center	65 James Street, Edison, NJ 08818
☐		Raritan Bay Medical Center	530 New Brunswick Av., Perth Amboy, NJ 08861
☐		Amerada Hess Corporation	405 Main St., Woodbridge and 679 Convery Blvd., Perth Amboy
☐		Dow Jones & Company	54 Eddington Ln., Monroe Twp
☐		Siemens AG	755 College Rd. E., Princeton
X		AT&T	1 Highway Ter., Edison
☐		Engelhardt Corporation	101 Wood Ave. S., Metuchen
Somerset County			
X		AT&T	900 Route 202-206 North, Bedminster, NJ 07921
☐		ABC Limousine	574 Ferry St., Newark
☐		Bloomberg LP	1350 Liberty Ave., Hillside
X		CoWorx Staffing Services	1375 Plainfield Ave., Suite 1 Watchung, NJ 07069
☐		Emcore Corp.	800 Rahway Ave. Union, NJ
☐		Ethicon, Inc.	1515 West Blancke Street, Bldgs 1501 and 1525, Linden, NJ
☐		Fedders Corp.	27 Commerce Drive, Cranford, NJ

X		Sanofi Aventis	400 Somerset Corporate Blvd., Bridgewater, NJ 08807
X		Independence Technology, LLC	45 Technology Drive Warren, NJ 07059
x		Johnson & Johnson	1 Merck Drive, PO Box 2000 (RY60-200E), Rahway, NJ
☐		Tekni-Plex, Inc.	865 Stone Street, Rahway, NJ
☐		Ortho-Clinical Diagnostics, Inc.	1401 Park Ave. South, Linden
☐		Hooper Holmes, Inc.	170 Mount Airy Rd., Basking Ridge, NJ 07920

3e. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)

Name of Group/Organization	Outreach Area	Duration & Frequency of Outreach
Fair Share Housing Center	Statewide	1 notice when units available
Latino Action Network	Statewide	1 notice when units available
New Jersey State Conference of NAACP	Statewide	1 notice when units available
Supportive Housing Association	Statewide	1 notice when units available
New Jersey Housing Resource Center	Statewide	1 notice when units available

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:

4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)

	BUILDING	LOCATION
☐	Middlesex County Administration Bldg.	75 Bayard Lane, New Brunswick, NJ 08903
☐	Somerset County Admin. Bldg.	20 Grove Street, Somerville, NJ 08876
X	Somerset County Library Headquarters	1 Vogt Drive, Bridgewater, NJ 08807
x	Hunterdon County Library Headquarters	314 State Highway 12, Flemington, NJ 08822

4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)

Municipal Building, 111 Greenbrook Road, Green Brook, NJ, 08812

4c. Sales/Rental Office for units (if applicable)
Will vary based on development

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's COAH substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI funding).

_____

Name (Type or Print)

_____

Title/Municipality

_____

Signature Date

TOWNSHIP OF GREEN BROOK
RESOLUTION 2018-07-09

RESOLUTION ADOPTING THE 'AFFIRMATIVE MARKETING PLAN' FOR THE TOWNSHIP OF GREEN BROOK

WHEREAS, in accordance with the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26-1, *et seq.*, the Township of Green Brook is required to adopt an Affirmative Marketing Plan to ensure that all affordable housing units created within the Township of Green Brook are affirmatively marketed to low and moderate income households, particularly those living and/or working within Housing Region 3, the COAH Housing Region encompassing the Township of Green Brook.

NOW, THEREFORE, BE IT RESOLVED, by the Committee of the Township of Green Brook, that the Township does hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

A. All affordable housing units in the Township of Green Brook shall be marketed in accordance with the provisions herein.

B. The Township of Green Brook has a Prior Round Obligation and a Third Round Obligation covering the years from 1999-2025. This Affirmative Marketing Plan shall apply to all developments that contain or will contain low and moderate income units, including those that are part of the Township's Prior Round Fair Share Plan and its current Fair Share Plan and those that may be constructed in future developments not yet anticipated by the Fair Share Plan.

C. The Affirmative Marketing Plan shall be implemented by one or more Administrative Agent(s) designated by and/or under contract to the Township of Green Brook. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developers/sellers/owners of affordable unit(s), and all such advertising and affirmative marketing shall be subject to approval and oversight by the designated Administrative Agent.

D. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Township of Green Brook, shall undertake, at the minimum, all of the following strategies:

1. Publication of an advertisement or press release in one or more newspapers of general circulation within the housing region.

2. At least one additional regional marketing strategy using one of the other sources listed below.

E. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the COAH Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The Township of Green Brook is located in COAH Housing Region 3, consisting of Hunterdon, Somerset and Middlesex Counties.

F. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:

1. All newspaper articles, announcements and requests for applications for very low, low and moderate income units shall appear once at the beginning of the process and then as needed to fill units in the *Star-Ledger, Courier News* and *Home News Tribune*.

2. The primary marketing shall take the form of at least one press release and/or a paid display advertisement in the above newspapers. The developer/owner shall disseminate all public service announcements and pay for display advertisements and/or press releases. The developer/owner shall provide proof of all publications to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.

3. The advertisement shall include a description of the:

   a. Address of the units;
   b. Range of prices for the units;
   c. Number of bedrooms of the units;
   d. Maximum income permitted to qualify for the units;
   e. Address of where to obtain applications;
   f. Business hours when interested households may obtain an application; and

g. Application fees.

G. Applications, brochure(s), sign(s) and/or poster(s) used as part of the affirmative marketing program shall be available/posted in the following locations:

1. Green Brook Township Municipal Building

2. Middlesex County Administration Building

3. Somerset County Administration Building

4. Somerset County Library Headquarters

5. Hunterdon County Library Headquarters

6. Developer's Sales/Rental Offices

Applications shall be mailed by the Administrative Agent and Municipal Housing Liaison to prospective applicants upon request. Also, applications shall be available at the developer's sales/rental office.

H. The Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organization(s) in Hunterdon, Somerset and Middlesex Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers identified in Attachment A, Part III, Marketing, Section 3d of COAH's ***Affirmative Fair Housing Marketing Plan for Affordable Housing in Region 3*** (attached to and hereby made part of this Resolution) as well as the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Supportive Housing Association and the New Jersey Housing Resource Center.

1. Once at the start of the affordable marketing process and as necessary thereafter, a flyer and application shall be sent to the administrators of each of the following agencies within the counties of Hunterdon, Somerset and Middlesex:

   a. Rental Assistance Office (local office of DCA)
   b. Office on Aging

2. Once at the start of the affordable marketing process and as necessary thereafter, a flyer and application shall be sent to the chief personnel administrators of all of the major employers within the region, as listed on Attachment A, Part III, Marketing, Section 3d.

3. In addition, specific notification of the availability of affordable housing units in Green Brook shall be provided to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Supportive Housing Association and the New Jersey Housing Resource Center.

I. The following is a listing of community contact person(s) and/or organizations in Hunterdon, Somerset and Middlesex counties that will aid in the affirmative marketing program and provide guidance and counseling services to prospective occupants of very low, low and moderate income units:

1. Central Jersey Housing Resource Center, 600 First Avenue, Suite 3, Raritan, NJ, 08869.

J. A random selection method to select occupants of very low, low and moderate income housing will be used by the Administrative Agent, in conformance with N.J.A.C. 5:80-26.16 (1). The Affirmative Marketing Plan shall provide a regional preference for very low, low and moderate income households that live and/or work in COAH Housing Region 3, comprised of Hunterdon, Somerset and Middlesex Counties. Pursuant to the New Jersey Fair Housing Act (C.52:27D-311), a preference for very low, low and moderate income veterans duly qualified under N.J.A.C. 54:4-8.10 may also be exercised, provided an agreement to this effect has been executed between the developer or landlord and the Township prior to the affirmative marketing of the units.

K. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify very low, low and moderate income households; to place income eligible households in very low, low and moderate income units upon initial occupancy; to provide for the initial occupancy of very low, low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to very low, low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26-1, *et seq.*

L. The Administrative Agent shall provide or direct qualified very low, low and moderate income applicants to counseling services on subjects such as budgeting, credit issues,

mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.

M. All developers/owners of very low, low and moderate income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent.

N. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all very low, low and moderate income housing units are initially occupied and for as long as the affordable units remain deed restricted such that qualifying new tenants and/or purchasers continues to be necessary.

O. The Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C. 5:80-26-1, *et seq.*

Resolution offered by: Boccio Supported by: Gaffney
ROLL CALL: Herrmann-Absent, Benscoter-Aye, Gaffney-Aye, Searfoss-Aye, Boccio-Aye

CERTIFICATION

I, KELLY G. CUPIT, Clerk of the Township of Green Brook, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Committee at a regular meeting held on the10th day of July, 2018, and have hereunto set my hand and affixed the seal of said Township.

Kelly G. Cupit
Township Clerk

Appendix W | Operating Manual and Resolution

OPERATING MANUAL

Procedures for Administering Affordable Housing & Affordability Controls For Rental and Sale Units

Central Jersey Housing Resource Center (CJHRC)

Prepared by
Sharon Clark, Executive Director

For more information please feel free to contact:
Central Jersey Housing Resource Center
600 First Avenue, Suite # 3
Raritan, NJ 08869
(908) 704-9659

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INTRODUCTION

This written operating manual has been prepared to assist anyone wanting explanation on the procedures outlined in the Uniform Housing Affordability Controls (U.H.A.C. 5:80-26.1 et seq.) adopted December 20, 2004 that CJHRC is responsible for the following.

Affordable Housing units are restricted by recorded documents and the rules in the Uniform Housing Affordability Controls (U.H.A.C. 5:80-26.1 et seq.) adopted December 20, 2004.

This manual addresses the administrative procedures for maintenance of affordability controls applicable to those rentals and for sale units for which the Central Jersey Housing Resource Center (CJHRC) has accepted administrative responsibility. CJHRC is utilizing the affordability rules published by the NJ Department of Community Affairs (N. J. A. C. 5:94). This manual also provides some general information for Purchasers and Renters of affordable housing.

The information contained in this manual are for information purposes and should not be relied on as a substitute for legal, financial or any other professional advice. Although we believe the content and the information supplied to be accurate, it is general in nature and does not fully describe the complex details of every topic/situation or future decisions that are issued by a Federal or State entity.

INFORMATION IN THIS DOCUMENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED ACCURACY AND/OR APPLICATION OF DATA AND CONTENT.

Households/clients with additional questions may contact the Central Jersey Housing Resource Center, 600 First Ave, Suite # 3, Raritan, NJ 08869, (908) 704-8901 for more information. The current edition of the "Truth in Renting" guide is available online for viewing and as a download (a PDF file) through the Dept of Community Affairs, Div of Codes and Standards (DCA/DCS) website.

The guide, which is now obtainable at no cost, includes an outline of the various laws and responsibilities that apply to residential tenants and landlords in New Jersey. Landlords are responsible for disseminating the booklet to tenants upon entering into a lease.

The DCA/DCS Bureau of Homeowner Protection's web page provides a Landlord-Tenant Information Service where, landlords and tenants can obtain forms, bulletins and explanation of laws, regulations and renter's rights. Landlord-Tenant laws may be accessed on-line at http://www.njleg.state.nj.us.gov/.

There are many rules regarding occupancy of each unit, restrictions regarding the income levels to low and moderate households and limitations on rental charges and sale prices on affordable housing units. Administrative procedures have been designed in order to assure that these conditions are met. This manual contains a detailed description, as required of the following:

- Affirmative Marketing
- Household Certification
- Random Selection

This manual was created by CJHRC, an independent Administrative Agent, working on behalf of the Municipality, as set forth by the Regulations (N.J.A.C. 5:80-26.14), to monitor the affordability controls.

The Operating Manual governs all of the current affordable housing offerings governed by the Regulations, with the exception of those specific developments or programs that are handled under the authority of the United States Department of Housing and Urban Development (HUD), the United States Department of Agriculture (USDA) and the Low Income Housing Tax Credit program, as set forth in Section 42 of the Internal Revenue Code (IRS).

This manual is not meant to cover all material that is already available as part of the Regulations, *Housing Element and Fair Share Plan of the Municipality, the New Jersey Department of* Community Affairs ("DCA") Substantive Rules (N.J.A.C 5:93 or N.J.A.C 5:94) or Procedural Rules (N.J.A.C 5:91 or N.J.A.C 5:95). Its purpose is to provide specifics in the municipalities where CJHRC administers the low- and moderate-income housing.

Questions concerning this manual or procedures outlined should be directed to:
Sharon Clark
Executive Director
Central Jersey Housing Resource Center
600 First Avenue, Suite 3
Raritan, NJ 08869
CJHRC@verizon.net

FAIR HOUSING & EQUAL HOUSING OPPORTUNITIES

The prohibition against housing discrimination assures all persons regardless of race or color, religion, national origin, ancestry, marital or familial status, sex, nationality or disability the right to live anywhere they choose, if they are qualified to purchase or rent the premises. ***It is illegal to discriminate against persons belonging to any one of the above listed legally protected classes in any of the following situations:***

-Refusal to rent or sell housing to any person who is legally protected by the Act

-Setting different terms, conditions, or privileges for a sale or rental to any person who is legally protected by the Act

-Providing different housing services or facilities to any person who is legally protected by the Act

-Falsely denying that housing is available for inspection, sale or rental to any person who is legally protected by the Act

-Refusal to make reasonable accommodations in rules or services for a disabled person, which have been deemed necessary by a physician

-Refusal to allow a disabled person to make reasonable accommodations to his/her dwelling

-Threatening or interfering with anyone making a fair housing complaint

More information on discrimination can be found in a pink brochure on Fair Housing Laws, which CJHRC can provide. CJHRC is the Fair Housing Office for Somerset County and encourages anyone who feels he/she is a victim of discrimination to contact us immediately at (908) 704-9649 or email us at CJHRC@verizon.net.

You can also contact the New Jersey Division on Civil Rights in Trenton at 609-292-4606.

AFFORDABLE HOUSING PROGRAMS & HOW TO APPLY

CJHRC is a non-profit whose mission is to be the leader in provision of housing information and referral services to meet the needs of very low, low and moderate-income people seeking affordable housing in Central New Jersey. CJHRC provides outreach programs and services that result in acceptance, recognition and availability of quality affordable housing. CJHRC never charges a fee for its services. Application packets include information regarding how to apply and the basic restrictions/rules for affordable housing (both to rent or purchase) through the Housing Resource Center. The Housing Resource Center can also provide information on other topics that may meet clients/applicants needs such as grant opportunities, utility assistance programs and more.

LOCAL AFFORDABLE HOUSING PROGRAMS AND OPPORTUNITIES – as of July 19, 2017 {Please note this list may change periodically and CJHRC will strive to update the list in a timely manner)

The following affordable housing programs and opportunities are available in the municipalities that CJHRC is Administrative Agent for: Bernards Township, Franklin Township, Green Brook Township all in Somerset County. CJHRC also handles the rental complex known as Whispering Hills in Warren, Somerset County and Raritan Township, Hunterdon County.

CJHRC is the Administrative Agent for the following affordable housing units as of July 19, 2017:

Franklin Township:

Society Hill, located in Franklin Township, consists of 82 low-income for-sale units and 198 moderate-income for-sale units.

Quailbrook East, located in Franklin Township, consists of 10 low-income for-sale units and 17 moderate-income for-sale units.

Countryside, located in Franklin Township, consists of 24 low-income rental units and 24 moderate-income rental units.

Somerset Park, located in Franklin Township, consists of 42 low-income rental units and 42 moderate-income rental units.

Bernards Township:

The Cedars located in Basking Ridge, consists of 42 low-income resale units and 64 moderate-income resale units

Society Hill located in Basking Ridge, consists of 99 two bedroom moderate- income resale units

Crown Court – located in Basking Ridge consists of 10 low-income rental units and 9 moderate-income rental units.

Green Brook Township:

Mountainview located in Green Brook consists of 16 low-income resale units and 12 moderate-income resale units

Warren:

Whispering Hills – located in Warren Township, consists of 30 low-income rental units and 30 moderated income rental units.

Hunterdon County:

Flemington South Gardens- located in Flemington, consists of 12 low-income efficiency rental units and 12 moderate –income efficiency rental units and 36 one bedroom low –income units and 36 one bedroom moderate income rental units

Village Commons- located in Flemington, consists of 1 low-income townhouse rental unit and 1 moderate income townhouse rental unit.

Oak Ridge - located in Flemington, consists of 8 low-income rental units and 8 moderate- income rental units.

The Mews - located in Flemington, consists of 1 low-income rental units and 4 moderate- income rental units.

South Main Village - located in Flemington, consists of 7 low-income resale units and 6 moderate-income resale units.

Stonegate - located in Flemington, consists of 5 low-income resale units and 5 moderate-income resale units.

OTHER AFFORDABLE HOUSING PROGRAMS AND OPPORTUNITIES

Affordable housing is administered by a wide variety of organizations and agencies. Links to affordable housing resources can be found on the CJHRC's web site at www.cjhrc.org or the New Jersey Department of Community Affairs (DCA) website at http://www.nj.gov/dca/services/lps/hss/adminresources.html

Individuals interested in applying for affordable housing in any of the Townships that CJHRC handles should call (908) 203-4560. Individuals interested in other municipalities in New Jersey should contact the municipality in which they are interested in living. Each municipality under NJ Department of Community Affairs (DCA) jurisdiction is supposed to have a Municipal Housing Liaison and Administrative Agent. They are responsible for administering the municipality's affordable housing program. Some municipalities administer their own affordable housing and have their own application process. Someone at the Municipality is supposed to be able to direct applicants to developers, nonprofit agencies, State agencies or consultants that may administer the affordable housing within their municipality. A copy of the Raritan Township Housing Element and Fair Share Plan is available at the Municipal Clerk's office.

The New Jersey Housing and Mortgage Finance Agency (NJHMFA) has established New Jersey's Housing Resource Center, an on-line, searchable database of affordable housing in the State. The Housing Resource Center provides a listing posted by developers, landlords, and municipalities of available affordable housing. Available units are listed with contact and application information. Look for the Housing Resource Center at www.njhrc.gov.

The New Jersey Guide to Affordable Housing , which can be found at http://www.state.nj.us/dca/divisions/codes/publications/guide.html is a listing compiled by the New Jersey Department of Community Affairs Division of Codes and Standards. It lists all types of affordable housing by county. The housing units on the list have a variety of qualification requirements, including age-restricted housing and housing for the developmentally disabled. **Applicants who do not have access to the Internet can call 211 for assistance.**

HOUSING ELEMENT AND FAIR SHARE PLANS

A copy of the Bernards Township Housing Element and Fair Share Plan is available at the municipal clerk's office. A copy of the Franklin Housing Element and Fair Share Plan can be viewed at http://www.franklintwpnj.org/planning_members.html. A copy of the Green Brook Township Housing Element and Fair Share Plan is available at the municipal clerk's office. A copy of the Warren Township Housing Element and Fair Share Plan is available at the Municipal Clerk's office. A copy of the Raritan Township Housing Element and Fair Share Plan is available at the Municipal Clerk's office.

INCOME LIMITS (updated 7/29/17)

Once a year, usually in the spring, the State of NJ Council on Affordable Housing (COAH) a division of the NJ Department of Community Affairs (DCA) would publish the income limits by Region using a specific methodology. The **Council on Affordable Housing** (COAH) is a defunct agency of the Government of New Jersey within the New Jersey Department of Community Affairs that was responsible for ensuring that all 566 New Jersey municipalities provided their fair share of low and moderate income housing. The New Jersey Supreme Court ruled in March 2015, that determination of affordable housing obligations would be administered by the court.

In December 2016, Judge Wolfson issued an Order and Opinion that only addressed the obligation of the trial courts to address increases to income limits, rental and sales prices, but additionally approved the specific mechanism whereby income limits/increases may be updated annually without returning to the trial court on an annual basis. This mechanism represents a methodology which municipalities can adapt.

While this information has been shared with the municipalities in NJ and they understand the importance of the issue, they seem reluctant to take independent action. If some municipalities adopt the new limits and some do not, we face a situation where income limits may vary from municipality to municipality instead of having a regional standard. CJHRC will use whatever the municipality adopts or will have to use the 2014 guidelines until otherwise instructed by an authoritative entity.

Region #3 is for anyone wanting to live in Somerset, Hunterdon or Middlesex County in NJ. It does not matter if you do not currently live in Region #3 when determining your income qualification; it goes by the Region Income Limits for where you want to live. CJHRC counselors will explain the limits and clients/households are also encouraged to visit the CJHRC web site at www.cjhrc.org and click on CJHRC'S Housing Resource Center link for the most current income limits. Clients/households are instructed on the regulations regarding credit check criteria for the rental units and minimum income that household must earn in order to qualify for an affordable rental unit. Households are also instructed that they must be able to afford the affordable housing purchased unit including a written pre-approval or document from a lending entity if financing is needed. This written documentation means that the entity has collected information on the applicant(s) and reviewed same before putting in writing the amount they anticipate loaning to the household. Households seeking to purchase not only need to have the ability to attain a mortgage/financing but must be able to afford the other required costs (association fees, sewer, water, real estate taxes, closing costs) when considering purchasing an affordable unit.

ASSETS & ASSET LIMITS

In cases where the applicant's primary residence (current home) has no outstanding mortgage balance the New Jersey NJ Department of Community Affairs (DCA) has determined on the Income Limit Chart the current maximum value, listed by region. CJHRC will use whatever the municipality adopts or will have to use the 2014 limit until otherwise instructed by an authoritative entity.

Maximum Values do not apply to homes with outstanding mortgage debt, cash, bank accounts, stocks, bonds, retirement accounts or any other form of assets, except to include the income with any other sources of income to determine income eligibility.

Assets not earning a verifiable income will have an annual imputed interest income using a current average annual savings interest rate**.** Assets not earning income include present real estate equity. Applicants owning real estate must produce documentation of a market value appraisal and outstanding mortgage debt. The difference shall be treated as the monetary value of the asset and the imputed interest added to income.

If the applicant household owns a primary residence with no mortgage on the property valued at or above the regional asset limit as published by DCA or another authoritative entity, a certificate of eligibility will be denied by CJHRC, unless the applicant's existing monthly housing costs (including principal, interest, taxes, homeowner and private mortgage insurance, and condominium and homeowner association fees as applicable) exceed 38 percent of the household's eligible monthly income.

Homeowners that are applying for affordable housing are provided with "What Documentation is Required For A Property Owner Applying to Purchase or Rent an Affordable Housing Unit." Applicants must provide the following documentation:

1. Most recent tax bill or tax assessment statement
2. Latest mortgage statement showing the correct/current mortgage balance
3. The copy of a market rate appraisal
4. Copy of the deed
5. Copy of a divorce decree, if appropriate
6. Applicants who are not divorced but apply will not be eligible for sale/resale affordable housing until the divorce is final or with appropriate legal documentation.
7. The applicant(s) must write a letter in regards to the property and its ownership. The letter should include the following (the letter must be signed, dated and notarized and we require the original).
    - The property address and who owns the property
    - Whether the property will be sold or leased, the expected time frame of when the sale will occur (copy of the signed Contract of Sale is required) or when the lease will be signed (copy of the signed lease is required).
8. If property will be rented will need to provide copy of the lease or rental agreement
9. If rental income will be coming in, need verification of same. Allowable deductions will then be deducted from the income.

UNIT OCCUPANCY STANDARDS (as of 7/20/17)

Generally, in referring certified households to affordable (DCA) restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, CJHRC will strive to:

1. Provide an occupant for each bedroom unit;
2. Maximum utilization of available space.

CJHRC will allow the unit size to be the household/family's choice – households should be able to choose between whatever unit size(s) they are eligible for. For example, a family of three could be eligible for anything from a one-bedroom to a three-bedroom unit. However a family of 1 cannot be granted a 3BR unit.

Since 1991, HUD recommends a standard of two people per bedroom as being reasonable under the Fair Housing Act. THIS IS AN OCCUPANCY STANDARD NOT A RULE. Therefore, there can be several exceptions. If the unit is large enough to accommodate an extra occupant, however, the "two people per bedroom" standard may be overly restrictive.

Therefore, CJHRC will rely on the Township and Landlord to review the layout, square footage and configuration of the property and provide what they determine to be the allowable occupancy in the rental units. In sale and resale units it will be up to the Township or Municipality to decide.

Example: While one resident may see a study room or a den as a supplement to a one-bedroom apartment, another resident might see it as an additional bedroom. CJHRC will allow applicants with three occupants (one living in the den if it meets the codes and rules of that municipality) as being reasonable.

The Building Officials and Code Administrators (BOCA) code uses square footage as a guideline for occupancy:

- 150 square feet for the first occupant
- 100 square feet for each additional resident
- Every room occupied for sleeping purposes by one occupant must contain at least 70 square feet of floor space, or at least 50 square feet per person if occupied by more than one person

Not all building systems can manage a large number of people living in the unit. The number of occupants may also be decided based on limitations of the septic, sewer or other systems. Landlords/Building Code Officials must be able to justify limitations on occupancy in rental and sale units by having evidence to support their occupancy limits.

Children and families

If the combined number of adults and children exceeds a reasonable occupancy standard, an applicant may be turned down, however the size of the unit remains relevant. For example, a landlord cannot refuse to rent a one-bedroom apartment to a couple and their infant child (infants under two years of age do not count as "occupants"), but may be able to reasonably reject a couple and their teenage child. If the unit is large enough to accommodate an extra occupant, however, the "two people per bedroom" standard would not be utilized.

Other Examples:

• A child who is temporarily away because he/she is in foster care is considered a member of the family in determining the unit size.

• A family that consists of a pregnant woman only, and (no other persons), is considered a two-person family.

• Any live-in aide (that will reside in the unit to care for a family member) will be counted in determining the unit size/category for that household but their wages/income will not count. A maximum of one bedroom per family member will be allocated for live-in aides, even if the family has more than one aide.

• Unless a live-in-aide resides with the household, the unit size for any family consisting of a single person must be either a zero, one-bedroom or if the larger size household list has been exhausted or the complex does not offer anything smaller than 2 Bedrooms then a 2 Bedroom unit may be offered.

AFFIRMATIVE MARKETING

CJHRC is aware that municipalities must follow the N. J. A. C. 5:80-26.1 regarding Affirmative Marketing.

CJHRC is responsible for handling administrative functions regarding affirmative marketing as negotiated annually by written contract with municipalities and/or developers.

The rules specify that municipalities have primary responsibility for developing and implementing an affirmative marketing program (N. J. A. C. 5:80-26.15(c).

CJHRC receives a copy of the Affirmative Marketing Plan that the Municipality has had approved by the NJ Department of Community Affairs in Trenton. CJHRC is to receive updated versions from the municipality/township by the municipal liaison or other appropriate representative in writing and in a timely manner. CJHRC prepares and agrees to notify all specified parties as mentioned in the Affirmative Marketing Agreement.

All display and paid advertisements are at the sole expense and responsibility of the rental complex owner or the owner of the sale units. Resale and re-rental units are not advertised in most cases by using display advertising. However resale and re-rental units are heavily promoted using the affirmative marketing, press releases, CJHRC web-site, www.njhousing.gov, Facebook, etc...
Copies of all advertising (tear sheets) must be supplied to CJHRC by the owner/management of the affordable unit (rental/new sale unit or municipality). Copies will include the date the advertisement appeared and in which publication(s).

CJHRC will conduct a free public information program to explain the Municipality's
affordable housing options at least once a year if requested. CJHRC will utilize the specified media resources and community information networks within the Middlesex/Somerset/Hunterdon county region to inform potential applicants about the program and application process.

CJHRC will provide applications, brochures, signs, and/or other information to be used as part of the marketing program portion of the Affirmative Marketing Plan, including specific employment centers within the region, which usually include libraries, Municipal Buildings and top five employers of the Region/Area.

CJHRC will contact community organizations in the Middlesex/Somerset/Hunterdon Housing Region that will aid in the Affirmative Marketing Plan. These contacts will reach out to groups that are least likely to apply for the low and moderate income housing within the region and will include: CJHRC'S Housing Resource Center, Senior Centers or Office on Aging and Disability Services, Housing Agencies, Board of Social Services, Catholic Charities/Diocese of Metuchen, etc.

Flyers and applications will be sent by CJHRC to the respective Board of Realtors in Middlesex, Somerset and Hunterdon Counties in order to let their clients know of these options.

Applications will be mailed by CJHRC to prospective applicants upon request.

CJHRC also lists affordable units on the New Jersey Housing Resource Center at www.njhousing.gov.

The Affirmative Marketing Plans for any Borough or Township can be requested and should be available for review at each Township's municipal Building by contacting the Township's Municipal Liaison. A sample display ad for new sale and new rental units can be found under Example A and B of this manual.

LENGTH OF CONTROLS

Municipalities have statutory responsibility for planning and implementing the development of Affordable Housing units. The NJ Department of Community Affairs (DCA) also has the statutory responsibility for measuring Affordable Housing needs and approving municipal housing plans for satisfying that need.

Included in the legislation is a requirement to impose controls that the units that are built/developed have procedures for ensuring that occupancy is only by very low, low or moderate income-eligible households. Generally, Affordable Housing rental units are restricted for a minimum of 30 years. The units must remain "affordable" for at least 30 years or until the municipality releases the controls. The specified period of time that the controls are on the affordable units can vary. Lesser or greater periods of time, must be approved by DCA or other agencies having appropriate jurisdiction under the law.

RESTRICTIONS

The terms, restrictions and covenants of the Affordable Housing Agreement shall terminate according to: (1) the terms of the applicable Affordable Housing Agreement; and, (2) the date specified in the master deed of any Affordable Housing Rental unit/development.

The municipality wherein the unit is located retains the right to extend the term of the restrictions by ordinance, specifying an additional period for which all described Affordable Housing units will be restricted by affordability controls.

The municipality, non-profit corporation, or state or county agency having authority to facilitate the rental and re-rental of affordable units in order to maintain long-term affordability, may establish other rules and regulations. Such additional restrictions shall pertain only if they do not contradict restrictions already included in an executed Affordable Housing Agreement.

UNDERSTANDING WHAT OBLIGATION/MEETING NUMBERS IS

Municipalities have the option of meeting their obligation in many ways. They can build sale units, rental units, rental or sale units that are age restricted for seniors, group homes, rehabilitate units, transfer their obligation to a receiving municipality, etc. Your municipality has a planning board, a Planning Chairperson and a Municipal Liaison who should be able to provide you with information on what kind of housing is proposed/planned. You can also contact the Department of Community Affairs, at 609-633-6303. Their Address is: 101 South Broad Street, P.O. Box 813, Trenton, NJ 08625.

VIOLATIONS, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the regulations governing the affordable unit by an Owner, CJHRC shall have all the remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties that it will cause irreparable harm to the municipality, 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 regulations governing the affordable unit by an Owner, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, 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.

See Franklin Ordinance No. 3760 in Example C. All Franklin Township (Somerset County) affordable homeowners received a copy by mail with a cover letter in May 2008. Townships have the right to add additional enforcement provisions by ordinance.

See Bernard's Ordinance No. 2117 in Example D. All Bernard's Township (Somerset County) affordable homeowners received a copy by mail with a cover letter in June 2010. Townships have the right to add additional enforcement provisions by ordinance.

These ordinances are also available for viewing at www.cjhrc.org under the Housing Resource Center tab.

MAINTENANCE OF RECORDS AND APPLICANT FILES

Pursuant to NJAC 5:80-26.14(a)8, NJAC 5:80-26.15(c) and NJAC 5:80-26.17 current records for municipalities who contract with CJHRC are to be maintained by CJHRC. Outdated application records or of units no longer under the Controls must be given to the municipality for safe-keeping. A file must be created and maintained on each restricted unit for its control period. Electronic copies are allowed if CJHRC chooses to keep the required data in electronic files.

CJHRC maintains detailed records on all marketing initiatives.

FILES TO BE MAINTAINED ON EVERY APPLICANT

CJHRC will maintain files on every applicant. All files will contain the application, required documents, and client notes. The file will also contain copies of missing information letters, certification letters, lottery letters, etc.

Individual files will be maintained throughout the process and submitted to the municipality upon termination of services/termination of a FFS Contract with an entity/municipality/town/developer. CJHRC will deliver (in labeled banker boxes) all files with required documentation for all the developments with affordable housing units in the municipality for archive purposes at least once each contract year. These will be delivered on pre-arranged dates with the municipality/appropriate entity. These records are to be kept in accordance with the Uniform Housing Affordability Controls and regulation in storage/archives by the municipality.

FILES TO BE MAINTAINED ON EVERY AFFORDABLE SALE/ RENTAL UNIT

CJHRC will maintain files on every unit for the length of the affordability controls. The unit file will have:

- Base sales/rental prices
- Identification as very low, low, or moderate-income unit
- Description of number of bedrooms
- Indenture or closing documentation from initial sale or initial/current lease for rentals
- Affordability control documents, including Affordable Housing Agreement, Appendix D, Appendix G, Appendix H and Appendix J for resale units and Appendix K for rental units.
- Application materials, verifications and certifications of all present owners, pertinent correspondence, any documentation of home improvement, hardship waiver or other approvals granted by an AA

FILES TO BE MAINTAINED ON EVERY PROJECT

CJHRC will maintain files on every project for the length of the affordability controls. The project file will contain at a minimum:

- Condominium Master Deed (list of units, size, category, lot, block and address)
- Condominium Public Offering
- Crediting Information
- Amenities list
- Affirmative Marketing Plan
- Projected Build Out Schedule
- Property/Project Information
- Affordable Housing Ordinance

FILES TO BE MAINTAINED ON THE APPLICANT POOL

- Any activity that occurs that affects a particular applicant
- Current applications for all applicants whose status is active in the applicant pool
- Applicants who have a "conditional certification" and have a contingency or constancies to meet must do so prior to being placed in a lottery and this will also be documented
- The application, the initial rejection notice, the applicant's reply to the notice (if applicable) and other pertinent information. Applicants are notified at time of certification (in writing) when their certification will expire. If the client does not respond on or before the expiration date, they will be removed from the applicant pool (CJHRC marks the record NLI-no longer interested). Applicants who do not submit missing information by the written deadline date will also not be eligible to become certified and will also not be in the applicant pool for the random selection process/and or unit.

MONITORING

A sample Deed must be submitted for each project. CJHRC would like to be copied on this information for our records/files. Additionally, the current annual monitoring information required to be maintained and reported annually to the Municipal Housing Liaison can be found on DCA's website at http://www.state.nj.us/dca/DCA/.

The information required for each unit includes but is not limited to:

- Street Address
- Block/Lot/Qualifier/Unit Number
- Housing Type
- Income: Very Low/Low/Moderate
- Initial Sale Price
- % of affordability
- Bedroom Type
- Age-restricted
- Handicap accessible/adaptable
- Co #, date
- Effective date of affordability controls
- Length of affordability controls (yrs)
- Date Affordability controls removed
- 95/5 unit

INCREASE OR DECREASE IN INCOME AFTER OCCUPANCY

Once a Certified Household becomes a Tenant in an Affordable Housing unit in accordance with the provisions of the Affordable Housing Agreement and the Rules of the Council, Agency or Coalition, any increase or decrease in Household income shall not affect the rights or obligations of such Tenant or Homeowner as they pertain to continuing occupancy of such an Affordable Housing unit. It must be noted, however, that some funding programs being used in combination with Affordable Housing resources may require annual certification of Tenants and may have an upper income limit which could require additional rent payment from the Tenant (Section 8 for example).

Tenants who experience a reduction in income are encouraged to call and discuss their situation with any CJHRC certified counselor. In some cases, moderate-income tenants or homeowners may be reconsidered for a low-income affordable unit.

However, this would entail a unit becoming available at a similar time that the current leases expires or coordinated with the sale of the moderate income unit for a low income unit. It would also require submission of a new application and the required documentation. In this case a new certification letter would be required and the household would still be following all the rules and regulations as if they were applying as a new tenant or new applicant to purchase (must go in a lottery process). This option is rarely available due to the limited amount of low income rental, sale and resale units and the timing of availability and the need for a lottery.

There are some special programs to assist those having difficulty paying utility charges for heating and cooling. Please contact the utility company at the number listed on your utility bill for information about eligibility for such a program. Tenants can also contact "The Low Income Home Energy Assistance Program" (LIHEAP) at 1-800-510-3102 or you can also find more information on their web site at www.energyassistance.nj.gov. CJHRC counselors can also assist with other resources that may be able to help.

Some municipalities are adopting or have adopted affordable housing assistance programs to assist new buyers with closing costs, new renters with some security funds and existing homeowners who are experiencing some difficulties with association arrears, sewer, etc. Check with your municipalities' affordable housing liaison for more information on the possible assistance program available in your community.

Often Households experiencing a reduction in income are faced with difficult choices about which debts to pay first. Some general rules for setting payment priorities are:

1. Rental and mortgage payments should always come first;
2. Car payments usually get paid next
3. Association Fees, Real Estate Taxes, and anything to do with the affordable owner-occupied unit
4. Pay whatever is necessary on utility bills to keep utilities from being disconnected
5. Pay for essentials such as food and health care including essential medicines

PROCESSING OF APPLICATIONS & CERTIFICATION OF AFFORDABLE HOUSING UNITS

Households seeking affordable housing will call the CJHRC office and request information and applications according to their preference of renting and/or purchasing. CJHRC will take general information about the client and record it on an intake form. CJHRC will then send the client the appropriate packet of information and applications.

CJHRC will review all applications and documentation submitted for eligibility in the Low and Moderate Income Program and makes a determination as to an applicant's eligibility for the affordable housing as follows:

(a) Applications will be date stamped in the order they are received by CJHRC.

(b) Applications received by mail will be processed in date order that they were received. Applicants with appointments will be allowed to hand deliver the application. Applications require original signatures. Therefore CJHRC only accepts mailed and/or hand delivered applications.

(c) Applications will be entered into the appropriate database for rental, re-sale, age restricted, etc.

(d) A label and a file folder with the appropriate review sheet and contact sheet will be created and the application will be placed in the "to be processed bin"

(e) All applications will be reviewed within 15 business days. All documentation is thoroughly checked for accuracy, and that all copies of the required documents are current and complete. Any application with missing information or documentation may be returned to the applicant with a written explanation of the deficiency. CJHRC will not hold or be responsible for partial or incomplete applications. Required documentation that is missing will also be cause for all items to be returned to applicant and considered incomplete.

(f) Once a missing information letter is sent, the application receives an updated database entry in the status column with a brief message on what missing information is needed. The letter has a 30-day expiration date for the client to send back the missing information.

(g) As per UHAC Rules, every household member over 18 years of age who will live in the affordable unit shall be required to provide income documentation. Income includes but is not limited to, wages, salaries, tips, commissions, alimony, regularly scheduled overtime, pensions, social security/SSI, unemployment compensation, TANF, verified regular child support, disability, net income from business(s) or real estate, and income from assets such as savings, CDs, money market, mutual funds, stocks and bonds and imputed income from non-income producing assets such as equity in real estate, rent from real estate after deduction of mortgage payment, real estate taxes and property owners insurance and any other forms of regular income reported to the IRS.

Income does not include benefits, payments, rebates or credits received under any of the following: Federal or State low-income energy assistance programs, food stamps, payments received for foster care, relocation assistance benefits, income of live-in attendants, scholarships, student loans, personal property such as automobiles, lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements, and part-time income of persons enrolled as full-time students.

Income, however, does include interest and other earnings from the investment of any of the foregoing benefits, payments, rebates, or credits.
Verification may include but is not limited to:

1. Four current consecutive most recent pay stubs, including overtime, bonuses or tips or a letter from the employer stating present annual income figures as projected annually;
2. If self-employed, a current Certified Profit & Loss Statement and Balance Sheet; usually needs to be notarized, signed and dated (See CJHRC Documentation Required for Self Employed Applicants)
3. A copy of Federal and State Income Tax returns for each of the preceding three tax years. A Form 1040 Tax Summary for the past 3 years can be requested from the local IRS Center or by calling 1-800-829-1040;
4. Current awards letter verifying benefits such as Social Security, Unemployment, Welfare, Disability or Pension Income (monthly or annually);
5. A letter verifying any other sources of income claimed by the applicant such as alimony and child support; child support arrearage income that is received weekly or bi-weekly would be counted and the child support arrears averaged; CJHRC will strive with the applicant(s) to determine the likelihood of the applicant receiving another similar payment(s) within the next twelve months before deciding whether or not this amount should be included in the calculation of annual income. To make this determination, CJHRC would need more information from the applicant(s) and the third party paying the child support or the agency providing the information. If CJHRC can determines and can appropriately verify that the applicant(s) in all likelihood will not receive a similar payment the following year, the amount **will not and should not** be considered when calculating annual income. On the other hand, if CJHRC determines that it is likely that the applicant(s) will receive a similar payment and can appropriately verify it, the amount **will be and should be** included in annual income.

6. If paying child support or alimony to another household (court ordered payments) being paid to another household shall be deducted from gross annual income but must be submitted;
7. Statements for all accounts for most recent 60 days for all applicants, all pages. Statements/reports that verify income from assets these may include bank accounts, or other financial institutions managing trust funds, money market accounts, certificates of deposits, stocks or bonds;
8. Evidence or current reports of income from assets such as real estate or businesses that are directly held by any Household Member;
9. If applicant owns a rental property documentation will be required showing market value (appraisal), current mortgage statement with balance (if applicable) and copy of lease agreements;
10. Evidence or reports that verify assets that do not earn regular income such as non-income producing real estate or accounts that do not earn interest;
11. When applicable a notarized statement of explanation in such form as to be satisfactory to the reviewer;
12. Income from assets having delayed earnings, such as IRA's or annuity programs shall not be included in current income until such payments are being received. However, these assets must be reported and verified;
13. Households will also be required to produce documentation of household composition for determining the correct unit size and the applicable median income guide;
14. When purchasing a unit, a written pre approval letter is required from a financial institution/lender. If the lender **is not** on CJHRC'S Financial Institution List then the potential purchaser(s) will need to prove in writing that the underwriting department has been made aware of the restrictions and that these Restrictive Covenants will not be an issue for the lender and;
15. Documentation of sufficient funds available for closing costs must be submitted or explained in writing where the funds are being held and we will need supporting documentation on the availability of these funds.

(h) If the application is complete (all required information is stated on the application and the client submitted all the required documentation) the application is ready for final review and certification. The review sheet is noted for who reviewed the file and that it is now complete and placed in a bin marked "application complete, ready for certification";

(i) The application is then "excelled" by a different counselor, with a computer excel program which states all the required information on the client, its household make-up, income, taxes, etc. This program will also automatically calculate the income of the household and what the household is eligible for based on the income, i.e. one- bedroom low, one-bedroom moderate, etc.;

(j) From the excel spreadsheet, the certification letter will be completed, again by a different counselor, with the information on the certification on the household size, the income and what units if any are available in the certified category. In some cases the certification letter may require contingencies before the household can enter into a lease or Contract of Sale. The certification letter will also inform the client if there is a lottery (random selection) needed for the unit and it will inform the client the next steps to take. The certification letter also has an expiration date and an explanation that the

certification letter can be extended for another 180 days, and offers instructions on how to do this.

(k) CJHRC will update, computerize and maintain an Affordable Housing List according to DCA requirements.

(l) When necessary, CJHRC will employ a random selection process to determine the priority rank of each applicant for the Low and Moderate-income program.

(m) CJHRC will determine and notify all applicants who have submitted completed applications of their non-eligibility for the Low and Moderate Income Program. They will be notified in writing of the reason for their non-eligibility - if they are in need of a co-signor, if their income is too high, or if their income is too low.

(n) CJHRC will maintain all files of applicants and occupancy data for the municipality's Low and Moderate Income Program.

(o) Regarding units and properties under contract with CJHRC for Fee for Service – when requested by a CJHRC Fee for Service customer in writing, CJHRC will fill out all applicable monitoring report data for NJ DCA'S Annual Monitoring Report for the complexes/affordable units handled by CJHRC only. This report will be completed and forwarded in a timely manner to the appropriate Municipal Housing Officer by CJHRC.

DIMISSAL OF APPLICATIONS

Applications can be dismissed for the following reasons:

1. The application is not signed in all places or submitted on time.
2. The applicant commits fraud, or the application is not truthful or complete.
3. The applicant cannot or does not provide documentation to verify their income or other required information when due.
4. The household income does not meet the minimum or maximum income requirements for a particular affordable unit.
5. The applicant owns assets that exceed the Asset Limit.
6. The applicant fails to respond (usually needs to be in writing) to any inquiry in a timely manner.
7. The applicant is non-cooperative or abusive with the staff, property manager, landlords or the Sellers of affordable units.
8. The applicant changes address, email or other contact information without informing CJHRC in writing. CJHRC has to be able to communicate with applicant(s) in writing and by phone.
9. The applicant is unable to obtain suitable and legitimate financing for a sale unit. The applicant does not respond to periodic update inquiry in a timely fashion.
10. The applicant fails to sign the Compliance Certification, Certificate for Applicant, Contract for Sale, Deed Restriction as may be required.
11. The applicant, once approved, fails to close on a sale in a timely manner.

Applicants who are dismissed must re-apply. A minimum time period of six months applies in most situations where the applicant has been withdrawn for fraud, poor credit, uncooperative behavior or other serious matters.

Applicants are not automatically removed from sales lists if they do not respond to a Notice of Availability.

Applications may be held in abeyance for a period not to exceed 60 days if there is an error on the credit report, so that the applicant can correct the error and re-apply. Units will not be held open for that applicant. However, once the credit report is corrected, the applicant will be given a priority for the next opportunity at that property.

APPEALS

Appeals from all decisions of CJHRC shall be made in writing to the Executive Director of the Central Jersey Housing Resource Center (CJHRC), 600 First Avenue, Suite 3, Raritan, NJ 08869. The Executive Director's written decision, which shall be made within 15 days of receipt of an appeal, shall be a final administrative action of CJHRC.

PRIMARY LISTS/SECONDARY LISTS

Units that are located in municipalities that CJHRC serves who have an ordinance regarding Regional Preference are offered initially to Households who live or work within the Housing Region where the affordable housing unit will be located. DCA has established Housing Regions as follows.

Region 1- Bergen, Hudson, Passaic and Sussex Counties
Region 2- Essex, Morris, Union, and Warren Counties
Region 3- Middlesex, Hunterdon, and Somerset Counties
Region 4- Mercer, Monmouth and Ocean Counties
Region 5- Burlington, Camden, and Gloucester Counties
Region 6- Atlantic, Cape May, Cumberland, and Salem Counties

For example: If a unit will be built in Raritan, NJ (Somerset County) and Raritan Borough has a "Regional Preference Ordinance" then only households who live or work in Middlesex, Hunterdon, and Somerset Counties would be placed on the "primary random selection list." Those households that live or work in any other region/county other than Middlesex, Hunterdon, and Somerset Counties would be placed on a "secondary random selection list."

<u>Understanding the Secondary Random Selection List</u>

Units that remain unoccupied after Households who live or work in the Housing Region are exhausted, may be offered to the households outside the Region. The same "random selection" method will be used for those on this list regarding household size, ability to purchase, etc.

Affordable Housing units may be offered to any interested qualified Household regardless of the current residence or place of employment. If the primary random selection list is exhausted then unit(s) will be offered to appropriate households on the secondary random selection list.

REGIONAL PREFERENCE/SECONDARY LIST ---EXAMPLES

Example 1:
Jane Jones is a single mom with three boys. Jane works for Merrill Lynch in Franklin Township and lives in an apartment in New Brunswick. Jane wants to buy in Franklin Township. She would be placed on the Primary Preference List since she works in Somerset County and lives in Middlesex County.

Example 2:
Sue and James Smith are married with one child. James is the only one working and he works for Walmart Associates in Union County and they live in Cranford. Since they live and work in Union County this household would be placed on the Secondary Preference List.

Example 3:
Mark Jones is single and works in Plainfield and lives in Manville. He would be placed on the Primary Preference List since he lives in Somerset County, which is in the Region.

RANDOM SELECTION

Random selection is a process by which certified households are selected for placement in affordable housing units. This process is used so 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.

Random selection must be used in the following situations:

- When a new rental or for-sale development is initially occupied
- When a rental unit becomes available
- When a purchased unit comes on the market for re-sale

CJHRC Random Selection Procedures

CJHRC will not do a randomization until all documentation has been submitted and a household has been certified meeting all criteria. This includes the households having paid for and passed the credit check. If a household was approved with a contingency, that contingency must be met before going into the random selection process.

In a randomization after certification process, random selection is conducted when a unit is available. CJHRC currently only works with towns that have a "Regional Preference." Therefore, as of the writing of this manual, only certified households, living or working in the region will be placed in the first lottery. Households for the lottery will also be reviewed for bedroom size, category (very low, low or moderate) and household size. The random selection process is included in the rental and sale sections of this manual.

POLICY GUIDELINES FOR CERTIFICATION

CJHRC has found it increasingly difficult to make eligibility determinations for rental units. Rents are often set at affordability ranges, which severely limit the number of applicants using 30% of income as the guide for an income to gross rent ratio. This is especially true of senior citizens whose income is often not in synchronization with local median income guides and does not increase at the same rate as the median.

The following represents guidelines for application/interviewing and referring applicants to rental units. Landlords may utilize additional criteria for selection such as credit reports, background checks, and other criteria as long as it is allowable under the laws. Final decisions on tenant selection and lease agreements are the responsibility of the managing agent or landlord. Landlords may, however, be required to produce evidence of non-discrimination in occupancy approvals if requested by CJHRC or applicant(s).

CJHRC'S staff shall certify a household as eligible for a restricted unit when the household is a very low, low or 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 exist:

1. 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;
2. 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;
3. The household is currently in substandard or overcrowded living conditions;
4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
5. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the administrative agent, landlord/property manager and/or he owner of the unit
6. The applicant shall file documentation sufficient to establish the existence of the circumstances in Subsection **B (1)** through **(5)** above with the administrative agent/CJHRC, who shall counsel the household on budgeting.
7. If the household only meets criteria for item #3 (substandard or overcrowding) that will not warrant approval to be permitted to exceed the income needed to afford the affordable unit
8. Eligible applicants who will need to pay more than 35% of gross income for rent will be evaluated using criteria that examines extenuating circumstances and may be certified if it can be demonstrated that applicants will significantly improve their standard of living or lower their rent burdens.
9. Eligible applicants/households who are senior citizens or are disabled may be certified when they exceed the 40% income to gross rent ratio if they can demonstrate additional resources such as third party assistance or assets of their own that can fill the gap between 40% and the required amount for rent.

When using assets, applicants will need to demonstrate the existence of savings in an amount to cover one year's rent requirements prior to leasing. When using third party assistance, the third party will be required to provide documentation and meet whatever criteria the landlord/management company has established in regard to their responsibility for rent and the consequences if not paid.

10. Applicants needing more than 40% of income for rent will be counseled on the risks involved and certified at CJHRC'S discretion.
11. When CJHRC mails or hand delivers affordable applications for sale or resale units, those potential applicants each gets a copy of the basic rules governing Affordable Housing.
12. Those purchasing affordable housing will execute the Affordable Housing Agreement which summarizes the covenants, conditions and restrictions that apply to the Affordable Housing unit. This Agreement is then recorded in Deed at the County and the purchaser receives a copy at closing. Annually the summary of the rules are mailed to every affordable homeowner.
13. Those offered a lease and who will be renting affordable housing will complete an Appendix K which summarizes the covenants, conditions and restrictions that apply to the Affordable Housing rental unit. This Agreement is signed and held in the tenants file.
14. After a lease agreement has been signed, each new Tenant should receive a notice from the landlord as to whom the Administrative Agent is and how they can obtain a copy of their Operating Manual.

Applicant Households who are denied certification may make a written request for a redetermination. Applicant Households shall be required to produce documentation to support their claim. Applicant Households who are denied certification a second time may request a hearing by forwarding a written request to the Hearing Coordinator, Division of Housing and Community Resources, PO Box 806, Trenton, N.J. 08625-0806. If a written request has not been received within 30 days following the household's receipt of notification, the denial of certification will be final.

PROCESS FOR NEW/NEVER OCCUPIED RENTAL UNITS:

- Advertising as agreed by CJHRC contracts will be implemented at least 120 days prior to occupancy for a rental unit. CJHRC, as Administrative Agent, accepts applications for a set period of time (ie: 30-120 days).
- All applications will either be received by mail or in-person. Applications are date stamped once opened and when received in person.
- Applicant names and information are then entered into the main database and a file is made.
- Usually within 30 days or less, the applicant's file is reviewed by a CJHRC employee. Review includes checking to see if the required documentation and information have been submitted.

Applicants will either receive by email or regular mail:

1. A missing information letter requesting the missing required documents. Missing information must be submitted within 30 days.
2. A certification letter informing them of their category (very low, low or moderate), size (1, 2 or 3 Bedroom) and any contingencies. **Certification is valid for 180 days. Certified households are required to mail or make an appointment and come in with the required items if they wish to extend for another 180 days. This must be done BEFORE the expiration date on the certification letter.**
3. A letter of non-eligibility – usually if income is too low or too high

Applications are accepted on an ongoing basis and advertising and outreach is ongoing according to the affirmative marketing plan.

Next Steps---For Those Who Want to Rent an Affordable State of NJ Low/Moderate Unit:

- The Management Company will notify CJHRC of the availability of a rental unit, the date available, the size, the category, and the rental price, which CJHRC will verify before the lottery.
- CJHRC will then go to the certified pool of applicants and create a list of the households who qualify in the category according to living and working in the region. A secondary list will be created for the out of region applicants. Notification by email, mail or fax will be sent to the qualified applicants with information on the available unit, the Credit/background check deadline and the lottery date. Households who are qualified and passed the Credit/background check are informed of the need for a lottery or if no lottery is required then they are offered an apartment in their category. Credit/background checks average three days to two weeks, and the notification correspondence will reflect this time frame if possible. (*In some instances, the Management Company/landlord only finds out a unit will be available at the very last possible moment, and then it becomes a time-issue).*
- The Landlord/Management Company will notify CJHRC in writing of the households who applied for the credit/background check and who passed and who failed.
- The names of the applicants/households who have passed are then assigned a number and that number is placed in the random selection/lottery cage and then randomly selected. Non-involved personnel will be the only participants in the actual spinning and reading of the numbers selected in the random selection/lottery. There will be a person designated to "spin" the lottery cage, one to choose the lottery numbers, two designated witnesses and a person to record all of the proceedings. The witnesses and recording person can be employed by CJHRC. This information will then be documented on the appropriate form and filed in the contract binder for future reference if needed.
- After the random selection/lottery is conducted, the first household will be notified and given an established number of days (two-three business days) to express interest or disinterest in the unit. (If the first household is not interested in the unit, this process continues until a certified household selects the unit). If the first household chosen declines the unit it must be done in writing by faxing or emailing CJHRC within 24 hours of viewing the affordable unit.
- The other applicants will be notified by email, mail, or fax of the order they were selected in the lottery with information that they may have a chance to rent the unit if the previous winners decline the rental unit(s).
- Applications are accepted on an ongoing basis and advertising and outreach is ongoing according to the affirmative marketing plan.

Information about Affordable Rental Units

DETERMINING AFFORDABLE RENTS FOR NEW RENTAL UNITS

To verify the affordable rents proposed by the developer/landlord CJHRC uses the DCA calculators located at http://www.state.nj.us/dca/DCA/administrators/administrators.shtml. Sometimes the DCA calculator will not be able to be utilized due to the complex not meeting the criteria for the formula to be calculated. CJHRC does not price units for landlords, municipalities or developers. Most developers hire consultants with expertise in this area to calculate prices. CJHRC will however review calculations to ensure the unit(s), projects figures seem appropriate. If CJHRC feels there is a need for the developer/landlord to make modifications to the project on the calculation input information that was provided to CJHRC they will communicate this to the appropriate parties until matter is resolved.

DEVELOPMENT CONSIDERATIONS AND COMPLIANCE ISSUES

There are several regulations that must be considered from the *development perspective* before the rents of individual units can be calculated. These requirements should be discussed at the first meeting between the Municipal Housing Liaison, Administrative Agent and developer or affordable housing sponsor. CJHRC utilizes a Fee for Service checklist of required information that the appropriate representative for the project must provide before CJHRC can move forward with AA responsibilities. The following is a summary of the requirements for ownership projects.

Bedroom Distribution. The standards on the distribution of unit sizes for affordable developments require that:

- The combined number of efficiency and one-bedroom units may be no greater than 20 percent of the total low- and moderate-income units;
- At least 30 percent of all low- and moderate-income units must be two-bedroom units;
- At least 20 percent of all low- and moderate-income units are three-bedroom units; and
- The remainder, if any, may be allocated at the discretion of the developer.

Age-restricted Units. Affordable age-restricted units are not held to these bedroom distribution standards. For affordable age-restricted units, the number of age-restricted low-and-moderate-income bedrooms must be equal to or greater than the number of age-restricted units within the development. In other words, the average bedroom size in an age-restricted development must be equal to or greater than one bedroom per unit. For example, if the overall age-restricted development is 25 percent efficiencies, and 50 percent one-bedroom units, and 25 percent two-bedroom units, that equals an overall development bedroom size of exactly one bedroom per unit. An age-restricted development can meet this standard by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit, or any other combination that will equal a minimum of one bedroom per unit.

Pricing by Household Size. Initial affordable units are based on targeted "model" household sizes for each size home as determined by the number of bedrooms. Initial rents must adhere to the following rules. These maximum sales prices and rents are based on DCA'S Annual Regional Income Limits Chart at the time of occupancy:

- A studio shall be affordable to a one-person household;
- A one-bedroom unit shall be affordable to a one- and one-half person household;
- A two-bedroom unit shall be affordable to a three-person household;
- A three-bedroom unit shall be affordable to a four- and one-half person household; and
- A four-bedroom unit shall be affordable to a six-person household.

Size of Unit	Household Size Used to Determined Max Rent
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

The above rules are only to be used for setting initial units. They are not guidelines for matching household sizes with unit sizes. The pricing of age-restricted units may not exceed affordability based on a two-person household.

ADDITIONAL REGULATIONS FOR AN AFFORDABLE DEVELOPMENT

In addition to the regulations covered earlier in the Section **Development Considerations and Compliance Issues,** rental projects must also comply with the following regulations:

Split Between Low- and Moderate-income Rental Units. At least 50 percent (of the affordable units within each bedroom distribution (unit size) must be low-income units and at least 10 percent of the affordable units within each bedroom distribution must be affordable to households earning no more than 35 percent of the regional median income. The remainder of the affordable units must be affordable to moderate-income households.

NOTE: The very low income requirements came about as part of the 2008 amendments to the NJ Fair Housing Act. The very low percentage is 13% of all affordable units provided in developments approved/built post July 17, 2008. The definition from the statute and then the actual wording is found at **NJSA 52:27D-329.1 Coordination, review of housing elements item 7.**

Affordability Average. The average rent for all affordable units cannot exceed 52 percent of the regional median income. At least one rent for each bedroom type must be offered for both low-income and moderate-income units. Calculation of the affordability average is available on DCA'S website.

Maximum Rent. The maximum rent of restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of the regional median income.

RENTING A UNIT

Initial Occupancy

The initial rent for a restricted rental unit shall be approved by CJHRC. The initial rent shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3.

Generally, a household's monthly rental charge which has been calculated to include a current estimated monthly cost for utilities will not be expected to exceed 30% of their gross monthly income. If a household is required to pay for utilities as a separate cost, the monthly rental charge has usually been reduced by the amount of the estimated utility cost.

The Management of the Rental Units will notify CJHRC in writing of units available, their rental rates, number of occupants allowed in unit, who passed the credit criteria, etc.

A written lease is required for all restricted Affordable Housing rental units. All lease provisions must comply with applicable laws. Affordable units CJHRC is the AA for will have a copy of the signed lease and Appendix K on file with CJHRC. Final lease negotiations will be the responsibility of the landlord and the prospective tenant. Tenants are responsible for security deposits and the full amount of the rent as stated on the lease. In New Jersey, Owners may legally collect a security deposit that is no more than one and one half times the Base Rent. Security deposits are to be held in an interest-bearing trust account. A tenant must be notified of the name and address of the banking institution at which the money is deposited and the amount of the deposit. All lease provisions shall comply with applicable laws. Landlords are permitted to deduct certain administrative expenses and fees from the deposit up to a maximum limit.

The landlord shall provide CJHRC with sufficient information for a preparation of a unit inventory form for entry into the centralized affordable housing unit inventory system. The landlord shall submit a copy of each lease entered into with a certified household to CJHRC within ten business days after the execution of each lease. In New Jersey, Owners may legally collect a security deposit that is no more than one and one half times the new rent rate which may mean that a renewal tenant/household will have to submit more funds to be added to their security account with the landlord/owner. CJHRC must receive a copy of the executed and **signed lease renewal** within one month of the new rental lease term.

Renters should understand their rights and responsibilities. The Truth-in-Renting Act (N.J.S.A. 46:8-43 et seq.) requires the Department of Community Affairs to prepare and publish a statement of the rights and responsibilities of residential tenants and landlords. The Act also requires residential landlords of dwellings with more than two units (or more than three units if the landlord occupies one of the units) to distribute the Truth-in-Renting in Booklet format to each of their tenants at or prior to the tenant's occupancy. The Truth-in-Renting Booklet is a summary of existing laws, regulations, and court cases. This booklet is for information purposes only, acts as a guide for landlords and tenants, it is neither exhaustive nor detailed.

Whenever CJHRC is Administrative Agent for a rental complex they will ensure the Landlord is aware of the Truth-in-Renting Act (N.J.S.A. 46:8-43 et seq.) and need to properly distribute the Truth in Renting Booklets to new tenants prior to occupancy and get a receipt for same. Potential tenants or those looking to learn their rights and landlord's rights can get the Landlord-Tenant laws by accessing them on-line at http://www.njleg.state.nj.us.gov/.

RENTS

At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, the rent may be increased, if such increase is consistent with the regional income limits most recently published by DCA or another approved entity. They are calculated pursuant to N.J.A.C. 5:94-7.2(b) If the landlord has charged a tenant less than the initial maximum allowable rent for a restricted unit, the landlord may, with the approval of CJHRC, use the maximum allowable rent instead of the current rent in performing this multiplication to establish the rent for the next tenant under a **new lease.**

Approved initial rents may not be increased when an announcement of an adopted increase occurs during initial lease-up activity. Rents may not be increased more than once a year. Rents may not be increased by more than one approved increment at one time. Rents may not be increased at the time of a new occupancy if the new occupancy occurs within a year of the last occupancy and prior to the next published adopted increase. No additional fees or charges may be added to the approved rent (except, in the case of units in an assisted living residence, for the customary charges for food and services) without the express written approval of CJHRC. Application fees (including the charge for any credit check) may not exceed **five percent** of the monthly rental of the applicable restricted unit. This fee is to be applied to the costs of administering the controls in this subchapter as applicable to the unit.

Please review to page 8 and 9 of this manual "Income Limits" which was updated on 7/29/17. This does not only involve the regional income limits but also includes any information on maximum increases for rents, sales and regional asset limit.

TENANT OBLIGATIONS

All occupants of Affordable Housing rental units must fulfill their responsibilities as listed in the lease. The apartment lease is a legal contract and the signing of this contract is an obligation not only to pay the rent on time every month but also to comply with all the additional requirements for tenancy, which may be included. Tenants need to read their entire lease agreement and note all tenant responsibilities. Tenants are also urged to read the "Truth in Renting" Act that by law, the Landlord must give to all tenants when a lease is entered into.

Tenants are encouraged to attend rental education programs such as CJHRC'S Rental Realities Program, which explains in detail what tenant responsibilities are as well as the landlords.
The following checklist is provided to help avoid problems and prevent eviction. Tenants should:

1. Make on-time monthly payments for rent and utilities.
2. Contact property manager immediately concerning any problems with the condition of the unit or the development and follow up the complaint in writing.
3. Consult an attorney before withholding rent payments
4. Give required notice to vacate the unit within the amount of time as specified in your lease.
5. Abide by all terms and conditions within the executed lease agreement.

UNIT VACANCY

Tenants preparing to vacate an apartment must give the Landlord adequate written notice as described in the lease. The Landlord shall notify CJHRC in writing of any impending vacancy in any restricted Affordable Housing unit and the household size allowed. CJHRC will refer Certified Households who meet income and bedroom size criteria to landlords for credit check applications. After the Landlord has notified CJHRC that the certified client has passed the credit check, those households will be included in the random selection "lottery" for the available unit. Once the household has been chosen the AA representative then notifies the Landlord. The landlord/management office then starts the lease negotiations and the payment of the required deposits, rent or security. Landlords/management companies must abide by the DCA rules and regulations and can only rent an affordable unit to a Certified Household for occupancy for as long as the restrictions are in place.

Landlords must inspect the unit prior to a vacancy for damages which will need to be addressed and repaired prior to a new tenant's occupancy and possibly hold back some of the previous tenant's security for the said damages/repairs.

In accordance with the Truth in Renting Act, P.L. 1975 Chapter 310, the Landlord must return the money made as a security deposit plus the interest that has been earned within 30 days of the tenant's vacancy. Landlords may deduct the cost of legitimate damages or other money due under the terms of the lease. Landlords may not deduct the cost of repairs, which are the result of "normal wear and tear". The Landlord must return the security money by personal delivery, registered or certified mail. An itemized list of all deductions must be presented to the Tenant in person or by certified mail, also within 30 days from vacancy.

If the amount of money owed to the Landlord for damages or unpaid rent is greater than the amount of the security deposit, the landlord may sue for the difference. No deductions may be made from a security deposit of a tenant who remains in possession of the rental premises.

HOUSEHOLD SELECTION

Once rents have been determined, prospective renters are selected according to their gross annual income and their household size. These households will be application/interviewed or notified regarding their ability to meet monthly housing costs. The standard for affordability is that renters should not be required to pay more than 30% of their gross monthly income for housing costs that include an estimate of tenant-paid utility charges. CJHRC allows a standard of 35% (40% for age-restricted units) in order to provide more housing choices for low and moderate-income households. Households may not be considered if the rental rate will be higher than 35% unless in special allowable circumstances already discussed in this manual.

Each time an Affordable Housing unit is vacated during the restricted time period, at the anniversary date of the tenancy of the certified household occupying a restricted rental unit, the rent may be increased, if such increase is consistent with the regional income increase most recently published by an approved entity, calculated pursuant to N.J.A.C. 5:94-7.2(b). A rent adjustment is calculated in accordance with the percentage increase in the Consumer Price Index. Appropriate applicants are selected for referral. If the Index increases during continued rental occupancy, rents may be adjusted annually at the lease anniversary date.

SCOPE OF SERVICES

When a municipality, developer, or other state agency having the legal responsibility for administering an Affordable Housing program has signed an agreement with CJHRC to carry out the responsibility for the long-term maintenance of affordability controls, CJHRC will monitor and approve all rentals and re-rentals of Affordable Housing units designated in the agreement. These procedures have been designed to ensure that Renters meet the eligibility requirements for Low and Moderate Income Households as defined in the Rules published by CJHRC, the Agency (N. J. A. C. 5:80-26), and DCA (N. J. A. C. 5:94).

CJHRC will approve any lawful lease for an Affordable Housing unit where the rental charge is not greater than the Base Rent adjusted by the applicable Index and the terms of the lease are in compliance with all the requirements of the UHAC Rules. The landlords are aware that they must submit the executed lease to CJHRC within 10 business days.

CJHRC as an administrative agent will:

1. Establish application procedures for rental of Affordable Housing units and maintain an updated referral list of prospective Renter Households.
2. Examine prospective Renters as to their income and household size and certify in recordable form as to their financial eligibility for referral to an Affordable Housing unit.
3. Establish selection procedures and criteria to determine Certified Households for referral to Owners/ Landlords for final lease agreements. (Random selections, "Lotteries")
4. Establish an inventory of Affordable Housing units and monitor changes in occupancy and the rent of each unit for the duration of the affordability control time period. CJHRC has created "Rent Rolls" for all of the affordable rental unit complexes which are saved and updated appropriately.
5. Develop a formula for use in calculating the maximum permissible Adjusted Rent for an Affordable Housings unit, which is consistent with UHAC rules.

Information about Affordable Sale Units

PROCESS FOR NEW/NEVER OCCUPIED PURCHASE UNITS:

Initial Pricing:

The maximum sales price for an ownership unit is initially determined by first calculating the amount that an appropriately sized household can afford for housing expenses at various income ranges. Several related expenses (homeowner insurance, private mortgage insurance (PMI), association fees and taxes) must then be subtracted from the household's maximum monthly contribution toward housing expenses to arrive at the maximum monthly mortgage payment. The calculated mortgage amount, a reasonable percent down payment (depending on the lender, could be only 5% up to a required 20%, FHA loans are NOT being offered for affordable housing units), and the current lending rate must be used to arrive at the maximum sales price. CJHRC does not price units for owners, municipalities or developers. Owners, municipalities or developers hire consultants with expertise in this area to calculate prices. CJHRC as the AA will be required to review calculations to ensure the unit(s), projects figures seem appropriate. If CJHRC feels there is a need for modifications to the project on the calculation input information that was provided to CJHRC they will communicate this to the appropriate parties until the matter is resolved.

- Advertising as agreed by CJHRC contracts will be implemented at least 120 days prior to execution of a Contract of Sale on a Sale Unit. CJHRC, as Administrative Agent, accepts applications for a set period of time (i.e.: 30-120 days).
- All applications with required documentation will either be received by mail or in-person.
- Applications and documentation are date stamped when received.
- Applicant names and information are then entered into the main database and a file is made.
- Usually within 30 days or less, the applicant's file is reviewed by a CJHRC employee. Review includes checking to see if the required documentation and information have been submitted.
- Applicants will either receive by regular mail:
    1. A missing information letter requesting the missing required documents. Missing information must be submitted within 30 days.
    2. A certification letter informing them of their category (very low, low or moderate), size (1, 2 or 3 Bedroom) and any contingencies. **Certification is valid for 180 days. Certified households are required to mail or make an appointment and come in with the required items if they wish to extend for another 180 days. This must be done BEFORE the expiration date on the certification letter.**
    3. A non-eligibility letter informing them if income is too low or too high or for other reasons

Application process will be determined – usually at time of receiving all items from FFS checklist with developer/owner. At this time it will be determined if a pre-application or full application process will be done.

Initial deadline date is set (after 120 days of marketing) and then a random selection process is done. When applicable additional random selections will be held until all units are under Contract of Sale. Applications will also be accepted on an ongoing basis.

PROCESS FOR RESALE/PURCHASE UNITS:

- In the case of re-sales, a random selection is held within one business day of the unit being placed on the market unless the owner has asked for a delay (10 business days or less from date coming to CJHRC).

  Example 1: A household places the unit on the market on a Friday at 3:00 p.m. CJHRC will hold the random selection on the following Monday unless Monday is a holiday and then it will be held on Tuesday.

  Example 2: A household places the unit on the market on a Friday at 3:00 p.m. but informs CJHRC that they need 10 days to clean up the unit before it can be shown. CJHRC will hold the random selection in this case on the day specified by the unit owner. CJHRC will not wait more than 10 days to put the unit on the market.

- After the owner meets with CJHRC, completed all the required procedures, such as, submitting the required documents, information on the unit, repairs, improvements, attorney name address and phone numbers, the unit is then placed on the market.
- CJHRC will then go to the certified pool of applicants and create a list of the households who qualify in the category according to living and working in the region. A secondary list will be created for the out of region applicants.
  The names of the households who are qualified are then placed in the same manner into the random selection lottery cage.
- Non-involved personnel will be the only participants in the actual choosing of the lottery winners. There will be a person designated to "roll balls" the lottery cage, one to choose the lottery participants in order, three designated witnesses and a person to record all the proceedings. This information will then be placed in the contract binder for future reference, if needed.
- After the lottery is conducted, the first household will be notified in-person or by email or phone and given an established number of days (two-four) to express interest or disinterest in the unit. (If the first household is not interested in the unit, this process continues until a certified household executes a Purchase Agreement) If the first household chosen declines the unit they must do so in writing by faxing or emailing CJHRC within 24 hours of viewing the affordable unit.
- The other applicants will be notified by mail of the order they were selected in the lottery, with information that they may have a chance to purchase the unit if the previous winners decline this unit.
- In situations where there are no one bedroom affordable resale units, CJHRC will see that for every third two-bedroom unit in a category (low/moderate) becoming available, a lottery will be held for certified eligible single households.
- Applications are accepted on an ongoing basis and advertising and outreach is ongoing according to the affirmative marketing plan.

DETERMINING AFFORDABLE SALES PRICES

To determine the affordable sale prices CJHRC uses the DCA or other calculation method/formula. Calculators are located at http://www.state.nj.us/dca/DCA/administrators/administrators.shtml.
The maximum sales price for an ownership unit is determined by first calculating the amount that an appropriately sized household can afford for housing expenses at various income ranges. Several related expenses (homeowner insurance, private mortgage insurance (PMI), association fees and taxes) must then be subtracted from the household's maximum monthly contribution toward housing expenses to arrive at the maximum monthly mortgage payment. The calculated mortgage amount, a reasonable percent down payment (depending on the lender, could be only 5% up to a required 20%, FHA loans are NOT being offered for affordable housing units), and the current lending rate must be used to arrive at the maximum sales price. CJHRC does not price units for owners, municipalities or developers. Most developers hire consultants with expertise in this area to calculate prices. CJHRC will however review calculations to ensure the unit(s), projects figures seem appropriate. If CJHRC feels there is a need for the developer to make modifications to the project on the calculation input information that was provided to CJHRC they will communicate this to the appropriate parties until matter is resolved.

DEVELOPMENT CONSIDERATIONS AND COMPLIANCE ISSUES

There are several regulations that must be considered from the development perspective before the sales prices of individual units can be calculated. These requirements will be discussed at the first meeting between the Municipal Housing Liaison, CJHRC and developer or affordable housing sponsor. The following is a summary of the requirements for ownership projects.

Bedroom Distribution. The standards on the distribution of unit sizes for affordable developments require that:

- The combined number of efficiency and one-bedroom units may be no greater than 20 percent of the total low- and moderate-income units;
- At least 30 percent of all low- and moderate-income units must be two-bedroom units;
- At least 20 percent of all low- and moderate-income units are three-bedroom units; and
- The remainder, if any, may be allocated at the discretion of the developer.

Age-restricted Units. Affordable age-restricted units are not held to these bedroom distribution standards. For affordable age-restricted units, the number of age-restricted low- and moderate-income bedrooms must be equal to or greater than the number of age-restricted units within the development. In other words, the average bedroom size in an age-restricted development must be equal to or greater than one bedroom per unit. For example, if the overall age-restricted development is 25 percent efficiencies, and 50 percent one-bedroom units, and 25 percent two-bedroom units, that equals an overall development bedroom size of exactly one bedroom per unit. An age-restricted development can meet this standard by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit, or any other combination that will equal a minimum of one bedroom per unit.

Pricing by Household Size. Initial sales prices and rents are based on targeted "model" household sizes for each size home as determined by the number of bedrooms. Initial sales prices and rents must adhere to the following rules. These maximum sales prices and rents are based on DCA'S Annual Regional Income Limits Chart at the time of occupancy:

Size of Unit	Household Size Used to Determined Max Sale Price
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

- A studio shall be affordable to a one-person household;
- A one-bedroom unit shall be affordable to a one- and one-half person household;
- A two-bedroom unit shall be affordable to a three-person household;
- A three-bedroom unit shall be affordable to a four- and one-half person household; and
- A four-bedroom unit shall be affordable to a six-person household.

The above rules are only to be used for setting initial sales prices. They are not guidelines for matching household sizes with unit sizes. The pricing of age-restricted units may not exceed affordability based on a two-person household.

To calculate the resale price CJHRC utilizes the formula for the calculation of the maximum permissible Re-sale amount for the affordable sale or re-sale unit. The price is determined by using the initial purchased price, finding the year in which it was purchased and then utilizing the appropriate calculation document(s) will impute the information. This will have and show all the allowed increases from DCA from February 1987 through to 2014), use THE NEXT YEAR increase date. We are required to a**lways go to the next year after the initial sale date, ex: sold in 1988, no matter what time of year, you must use the 1989 increase date (no matter what time adopted and percentage).**

ADDITIONAL REGULATIONS FOR AN OWNERSHIP DEVELOPMENT

In addition to the regulations in the previous Section entitled **Development Considerations and Compliance Issues,** ownership developments must also comply with the following regulations:

Division of Units: Low- and Moderate-income. In each affordable ownership development, at least 50 percent of all affordable units must be affordable to low-income households.
The remaining affordable units must be affordable to moderate-income households.

Affordability Average. Each affordable development must achieve an affordability average of no more than 55 percent of the regional median income 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. Calculation of the affordability average is also available on DCA'S website.

NOTE: The very low income requirements came about as part of the 2008 amendments to the NJ Fair Housing Act. The very low percentage is 13% of all affordable units provided in developments approved/built post July 17, 2008. The definition from the statute and then the actual wording is found at **NJSA 52:27D-329.1 Coordination, review of housing elements item 7.**

Maximum Initial Sales Price. The maximum initial sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of the regional median income.

Condominium/Homeowner Association Fees. Owners of affordable units and owners of market-rate units must be charged identical condominium or homeowner fees and/or special assessments.

NOTE: Affordable housing developments subject to a municipal ordinance adopted before October 1, 2001 may be exempt from this regulation if the ordinance establishes differing association fees or special assessments for market-rate and affordable unit owners. Condominium or Homeowner Association fees and increases must be considered when determining the maximum sales price and applicant's eligibility. *Appropriate municipal regulations should be supplied to the AA.]*

MAXIMUM MONTHLY PAYMENTS

The percentage of funds that a household can contribute toward housing expenses is limited. However, an applicant may qualify for an exception based on the household's current housing cost (see below). CJHRC will strive to place an applicant in a unit with a monthly housing cost equal to or less than the applicant's current housing cost.

A certified household is not permitted to purchase a unit that would require more than 33 percent of the verified household income to pay principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable. However, at the discretion of CJHRC, this limit can be exceeded if the applicant:

- Obtains a firm mortgage loan commitment at the higher level from a licensed financial institution, under terms consistent with the requirements of the New Jersey Home Ownership Security Act of 2002, N.J.S.A. 46:10B-22 et seq.; and
- Submits a certification from a non-profit counselor approved by HUD or the New Jersey Department of Banking and Insurance that the household has received counseling on the advisability of the loan transaction.

RESALE PROCESS AND PROCEDURES

CJHRC and an eligible seller of a low or moderate-income unit will proceed as follows:

(a) CJHRC will meet with the eligible seller(s) (anyone listed on the current owner's Deed of letter of explanation due to divorce, name change or death) and a notice of intent to sell will be prepared and signed by the seller(s).

(b) CJHRC will review the original deed, HUD settlement page and other closing documents and if necessary a new file will be created for the unit.

(c) CJHRC will calculate the maximum allowable resale price for the unit based on the guidelines established by DCA. CJHRC will explain and show the prospective seller a list of other similarly sized, low/moderate income units and allow the owner to decide the price, within the maximum limits established by DCA, this price will be advertised to prospective buyers.

(d) At resale, all items of property which are permanently affixed to the unit/or were included when the unit was initially restricted will 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 CJHRC 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. The owner and 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. CJHRC will prepare a flyer with the owner for their particular unit to be distributed by both CJHRC and the owner to prospective buyers.

(e) CJHRC will explain that the following rules apply to unit owners and prospective buyers:

1. The unit must be sold to a qualified low or moderate-income household at a price not to exceed the maximum permitted sales price in accordance with existing DCA rules.
2. The unit is regulated by a deed restrictions and lien
3. Once the deed restriction expires, (if not extended by the municipality) the repayment option ends, 95 percent of the price differential is paid to the authority (Township) at closing. In some cases a municipality/town may have special ordinance(s) about this which would apply
4. If the sale will be to a qualified low or moderate-income household, CJHRC shall certify the income qualifications of the purchaser and shall ensure that the housing unit is covered by the deed restriction and lien required by DCA.
5. CJHRC must receive and review any contract of sale and be provided with the seller's attorney name, address, phone and fax number and purchaser's attorney's name, address, phone and fax number.
6. CJHRC will prepare the affordable housing documents which are then sent to the buyer's attorney with a detailed instruction letter and list of any fees that will need to be on the disclosure
7. CJHRC will send a detailed instruction letter to the seller's attorney and this will list any fees that will need to be on the disclosure. The required deed will also be sent for sellers attorney to prepare for closing. Realty transfer fee information will also be provided (reduced rate).
8. That the unit must remain the owner's primary residence and that the unit is not allowed to be rented.

(f) CJHRC will contact both the seller's attorney and buyer's attorney to ensure that CJHRC is notified of the closing date, location and time. It is imperative that any buyer's attorney if using a title company –the buyer's attorney must notify CJHRC in writing of all details about the title company and how to communicate with them. CJHRC must review the Affordable Housing Agreement, the Repayment Mortgage and the Second Mortgage Note and Appendix J. CJHRC will explain these required legal documents and the recording procedures to the parties.

(g) Discharge of the seller's recorded affordable housing documents (Affordable Housing Agreement and Repayment Mortgage) are handled by the buyer's attorney. CJHRC will provide the buyer's attorney with instructions and in some cases the actual discharge forms, in order to to ensure the affordable housing documents are recorded for the buyer and discharged for the seller. CJHRC is not involved with following up or ensuring that the discharge of the seller's affordable housing recorded documents were done correctly as instructed.

WAIVERS AND EXEMPTIONS

HARDSHIP WAIVER

An Owner may not rent out the Owner's unit to any other person, not even to members of the Owner's family. CJHRC may, subject to the approval of DCA, grant a Hardship Waiver for the following extenuating circumstances:

- The Owner's employer is temporarily sending the Owner to a work place a great distance from the Owner's home.
- The Owner is called up for military service

Low and moderate income sale units shall not be offered to non-income eligible households without special approval as outlined in DCA Rule 5:93-9.16 and as follows:

1. Persons wishing to sell affordable units shall notify CJHRC and comply with the process specified by DCA. If no eligible buyer enters a contract of sale for the unit within 90 days of notification, the seller may apply to CJHRC for permission to offer the unit to a non-income eligible household (hardship waiver) not to exceed the maximum price permitted based on the regional increase in median income defined by DCA. CJHRC will provide a letter outlining the process for applying for a hardship waiver to the owner.
2. CJHRC will review the request and require that the owner give specific reasons for any delay in selling the housing unit and the hardship to the seller in continuing to offer the affordable unit to an income eligible applicant.
3. CJHRC will explain that the inability to sell a unit for the maximum permitted resale price shall not, in itself, be considered an appropriate reason for allowing a housing unit to be sold to a non-income eligible household.
4. The unit owner must document efforts to sell the unit to an income eligible household as part of the hardship waiver application.
5. Prior to granting any hardship waivers, CJHRC shall notify the Township Council and seek its approval by resolution. If CJHRC grants a hardship waiver, the seller may offer a low-income housing unit to a moderate-income household and a moderate-income housing unit may be offered to a household earning in excess of 80 percent of median income.

6. In no case shall the seller be permitted to receive more than the maximum price permitted.
7. In no case shall a sale with a hardship waiver eliminate the resale controls on the unit.
8. The seller must notify CJHRC in writing of any requests for pricing changes. The seller must provide and prepare any new flyers or handouts regarding their unit by hand delivering them or mailing them for distribution to CJHRC at their own cost and expense.
9. Upon receipt of a request for a Hardship Waiver, the municipality shall have first option to purchase the unit at the approved resale price and holding, renting or conveying it to a certified household. The municipality shall have 30 days in which to exercise this option.

CJHRC shall approve or deny a Hardship Waiver in writing within 30 days of receipt of the request. The Hardship Waiver shall be provided to the Owner with a copy to the Buyer at the time of closing. The original shall be filed with the Deed. The Hardship Waiver is only valid for the designated resale transaction. All future re-sales will be in accordance with the Deed restrictions and sold to income eligible households for no more than the approved indexed resale price.

The approval of a Hardship Waiver for a particular resale does not guarantee receipt of the maximum resale price to the Owner.

If CJHRC denies a Hardship Waiver, the Owner may appeal the decision of CJHRC within 30 days from the date of notification of the decision of the CJHRC (see **Appeals**). If a written request has not been received within 30 days following the household's receipt of notification, the denial will be final. Owners shall be required to produce documentation to support their claim.

EXEMPT TRANSACTIONS

The following title transactions shall be deemed "non-sales" and CJHRC shall provide the Owner receiving title with written confirmation of the exemption to those restrictions that determine occupancy of the unit.

- Transfer of ownership between husband and wife;
- Transfer of ownership between former spouses ordered as a result of a judicial decrees of divorce or judicial decree of separation (but not including sales to third parties);
- Transfer of ownership between family members by will or interstate succession;
- Transfer of ownership through an Executor's Deed to a Class A beneficiary; and
- Transfer of ownership by Court Order.

An exempt transfer of ownership does not terminate the resale restrictions or existing liens on the property. All liens must be satisfied in full prior to subsequent resale and all subsequent resale prices must be calculated using the resale price index in compliance with the term of the affordable housing regulations.

The exempt transaction shall not be considered as a recorded transaction in calculating subsequent resale prices.

The Owner shall notify CJHRC in writing of any proposed transaction that requires approval as an exempt transaction. The Owner shall supply CJHRC with all necessary documentation to demonstrate that the transaction qualifies as an exemption as defined above.

CJHRC shall approve or deny in writing a request for a Certificate of Exemption within 15 days of the receipt of the request.

If CJHRC denies the exemption, the Owner may appeal the decision of CJHRC within 30 days from the date of notification of the decision of CJHRC (see Appeals). If a written request has not been received within 30 days following the household's receipt of notification, the denial will be final. Owners shall be required to produce documentation to support their claim.

A Certificate of Exemption shall be filed with the Deed at the time of transfer of title.

NOTE: The material in this Manual has been selected to provide affordable renters and homeowners with a comprehensive view of Affordable Housing Administrative Procedures. It may not answer all of your questions. Please feel free to contact:

Central Jersey Housing Resource Center
600 First Avenue, Suite # 3
Raritan, NJ 08869
(908) 704-8901

TOWNSHIP OF GREEN BROOK
COUNTY OF SOMERSET
RESOLUTION 2018-06-03

RESOLUTION ADOPTING OPERATING MANUAL FOR AFFORDABLE HOUSING UNITS WITHIN THE TOWNSHIP OF GREEN BROOK

WHEREAS, in accordance with the Fair Housing Act (N.J.S.A. 52:27D-301, et seq.), Uniform Housing Affordability Controls (N.J.A.C. 5:80-26-1, et seq.), and applicable Affordable Housing Regulations adopted by COAH and the New Jersey Department of Community Affairs, the Township of Green Brook is required to adopt an Operating Manual setting forth the procedures for administration of affordable housing and affordable controls for rental and sale units within the Township; and

WHEREAS, Central Jersey Housing Resource Center prepared the attached Operating Manual setting forth the procedures for administering affordable housing and affordable controls for rental and sale units within the Township; and

WHEREAS, the Township Planner and Affordable Housing Attorney recommend the Township Committee authorize and adopt the attached Operating Manual setting forth the procedures for administering affordable housing and affordable controls for rental and sale units within the Township.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Green Brook, that the attached Operating Manual prepared by Central Jersey Housing Resource Center setting forth the procedures for administering affordable housing and affordable controls for rental and sale units within the Township is hereby adopted and approved.

Resolution offered by: Benscoter Supported by: Gaffney
ROLL CALL: Herrmann-Absent, Benscoter-Aye, Gaffney-Aye, Searfoss-Aye, Boccio-Aye

CERTIFICATION

I, KELLY G. CUPIT, Clerk of the Township of Green Brook, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Committee at a regular meeting held on the 4th day of June, 2018, and have hereunto set my hand and affixed the seal of said Township.

Kelly G. Cupit
Township Clerk

Appendix X | Draft 2025 Spending Plan

TOWNSHIP OF GREEN BROOK
2025 AFFORDABLE HOUSING TRUST FUND SPENDING PLAN

June 10, 2025

Committee Approval: _____

1) INTRODUCTION

The Township of Green Brook has prepared a Housing Element and Fair Share Plan in accordance with the Municipal Land Use Law (NJSA 40:55D-1 et seq.), the Amended Fair Housing Act (NJSA 52:27D-301), and the applicable affordable housing regulations (NJAC 5:91-1 et seq., NJAC 5:93-1 et seq., and NJAC 5.97 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was originally approved by the Council on Affordable Housing (COAH) on January 21, 2005 and adopted by the municipality on March 21, 2005. An updated development fee ordinance was approved by COAH on December 16, 2009.[1] The ordinance establishes the Township of Green Brook's affordable housing trust fund for which this spending plan is prepared.

2) REVENUES FOR CERTIFICATION PERIOD

As of May 31, 2025, the Township of Green Brook has collected $1,174.438.56 and expended $522,962.29, resulting in a balance of $651,476.27. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Provident Bank for the purposes of affordable housing. These funds shall be spent in accordance with NJAC 5:93-8.16, as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of the fourth round (2025-2035), the Township of Green Brook considered the following:

(a) Development fees:

1. Residential and non-residential 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.

[1] Dates sourced from Affordable Housing Monitoring System, accessed June 2, 2025.

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(b) Payment in lieu (PIL):

Actual and committed payments in lieu (PIL) of construction from developers as follows:

- No payments are anticipated at this time.

(c) Other funding sources:

Funds from other sources, including, but 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.

- No funds are anticipated at this time.

(d) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate.

- The Township projects collecting $22,027.91 between 2025 and 2035.

The Township of Green Brook projects a total of $673,978.11 in revenue to be collected between 2025 and 2035. This projected amount, when added to the Township's trust fund balance as of May 31, 2025, results in an anticipated total revenue of $1,325,454.38 available to fund and administer its affordable housing plan. All interest earned on the account shall be used only for the purposes of affordable housing. See the table on the following page for a projection of the anticipated revenues.

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Projected Revenues – Affordable Housing Trust Fund												
Source of Funds	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
(a) Development fees:												
Approved Residential Development												
8 Harlow Pointe Cove	$10,146											$10,146
177 Deer Run	$7,044											$7,044
518 Cardinal Lane	$4,702											$4,702
121A Mountain Parkway	$3,898											$3,898
Approved Non-Residential Development												
GB Chevrolet		$125,000										$125,000
78 Greenbrook Road		$25,000										$25,000
Development Pending Approval		$83,694	$73,232									$156,926
Projected Residential Development		$10,462	$20,923	$31,385	$10,462	$20,923	$31,385	$10,462	$20,923	$31,385	$20,923	$209,234
Projected Non-Residential Development												
1013 Washington Avenue**		$25,000										$25,000
340 Route 22 West**		$40,000										$40,000
302 Route 22 West**	$10,000											$10,000
Other**				$10,000		$5,000		$10,000		$5,000	$5,000	$35,000
(b) Payments in Lieu of Construction												$0
(c) Other Funds												$0
(d) Interest	$11,615	$5,225	$1,591	$699	$177	$438	$530	$346	$354	$615	$438	$22,027.91
Total	$47,405	$314,380	$95,747	$42,085	$10,639	$26,362	$31,916	$20,808	$21,277	$37,000	$26,362	$673,978.11

*For purposes of projecting revenues, we have utilized historic residential Certification of Occupancy data and projected forward. Projections assume the estimated value of a new home is $697,488. (This value was provided by the CFO and is the average home value within the Township.) The value is then multiplied by 1.5%.

** Estimated amount.

3) ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Township of Green Brook:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the Township of Green Brook's development fee ordinance for both residential and non-residential developments in accordance with NJAC 5:91 and 5:93, the Amended Fair Housing Act, and the Municipal Land Use Law.

(b) Distribution of development fee revenues:

The Administration forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this spending plan. The governing body reviews the request for consistency with the spending plan and adopts the recommendation by resolution. The release of the funds requires the adoption of the governing body resolution in accordance with the Court- and/or Program-approved spending plan. 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.

4) DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation, new construction programs and projects, and other housing activity.

The Township of Green Brook will dedicate a maximum of $100,000 for hard costs to rehabilitate ten units.

Rehabilitation program: Maximum of $100,000

Housing activity:

- Extension of Controls. The Mountainview development contains 28 affordable for-sale units. The units original 30 year deed restriction will conclude in 2030. All of the units are 95/5 units with the right of the Township to extend the deed restriction

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via resolution. Pursuant to the interim UHAC regulations, Green Brook must pay each homeowner $20,000 to extend the unit. Green Brook will extend the controls in advance of 2030 and pay each homeowner $20,000. A maximum of $280,000 is reserved for this mechanism.

(b) Affordability Assistance (NJAC 5:93-8.16).

Municipalities are required to spend a minimum of 30% of development fee revenue to render existing affordable units more affordable and one-third of that amount must be dedicated to very-low-income households (i.e. households earning less than 30% of the regional median income). The actual affordability assistance minimums are calculated on an ongoing basis in the online Affordable Housing Monitoring System platform based on actual revenues.

According to the chart on the following page, the Township of Green Brook is required to dedicate $373,638.00 from the affordable housing trust fund to render units more affordable, including $124,546.00 to render units more affordable to households earning 30% or less of median income by region, as follows:

- **RPM Soft Cost Assistance.** Green Brook has committed funding toward this 100% affordable 55-unit facility. Green Brook is reserving up to $100,000 to aid RPM in soft costs. This could include, but not be limited to, utility connection fees, Board application fees, Board escrow, etc.

- **RPM VLI Assistance.** RPM will contain at least seven very-low-income units. Green Brook is reserving $10,000 per very-low-income unit to aid with the construction costs of the project. A maximum of $70,000 is earmarked for this program.

- **VLI Future Supportive/Special Needs Units.** Green Brook encourages supportive and special needs housing units to locate within the community. Green Brook seeks to reserve funding for future partnerships to bring additional supportive/special needs units to the Township. It is anticipated that the program will be structured to provide funding per creditworthy unit/bedroom. This funding will be reserved for very-low-income units. This plan envisions up to $300,000 earmarked for this mechanism, which is dependent upon development fees collected.

- **Other Future Affordable Opportunities.** Green Brook would like the flexibility to use the trust fund if any other affordable housing opportunities arise over the next ten years. For example, to assist a site in providing more than a 20% set-aside or

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renovating an existing structure to become an affordable unit, assisting Habitat for Humanity, creating veterans or senior housing, etc. Up to $271,248 will be available for this mechanism, which is dependent on development fees collected.

AFFORDABILITY ASSISTANCE CALCULATION			
Actual development fees through 5/31/2025		$	1,022,086.81
Actual interest earned through 5/31/2025	+	$	80,251.75
Development fees projected 6.1.2025-2035	+	$	651,950.20
Interest projected 6.1.2025-2035	+	$	22,027.91
Less housing activity expenditures through 5/31/2025	-	$	283,183.34
Total	=	$	1,493,133.33
Calculate 30 percent	x .30 =	$	447,940.00
Less Affordability assistance expenditures through 5/31/2025	-	$	74,302.00
Projected Minimum Affordability Assistance Requirement 6.1.2025-2035	=	$	373,638.00
Projected Minimum Very Low-Income Affordability Assistance Requirement 6.1.2025-2035	÷ 3 =	$	124,546.00

(c) Administrative Expenses (NJAC 5:97-8.9).

Municipalities are permitted to use affordable housing trust fund revenue for related administrative costs, up to a 20% limitation, pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis in the online Affordable Housing Monitoring System platform based on actual revenues.

The Township of Green Brook projects that $204,206.38 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20% cap, include, but are not limited to:

- Township Attorney, Affordable Housing Attorney, Engineer and Planner fees related to attaining affordable housing compliance as well as consulting fees related to the administration and implementation of the Township's affordable housing program(s).

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- Salaries and benefits for municipal employees for administration and implementation of the housing plan and program(s).
- Fees for administering the Rehabilitation Program and for the Administrative Agent.
- Municipal Housing Liaison and Administrative Agent training and on-going continuing education.

ADMINISTRATIVE EXPENSE CALCULATION			
Actual dev fees and interest thru 5/31/2025		$	1,102,338.56
Projected dev fees and interest 6.1.2025-2035	+	$	673,978.11
Payments-in-lieu of construction and other deposits thru 5/31/2025	+	$	72,100.00
Less RCA expenditures thru 5/31/2025	-	$	-
Total	=	$	1,848,416.67
Calculate 20 percent	x .20 =	$	369,683.33
Less admin expenditures thru 12/31/2024	-	$	165,476.95
Projected Maximum available for administrative expenses 6.1.2025-2035	=	$	204,206.38

5) EXPENDITURE SCHEDULE

The Township of Green Brook intends to use affordable housing trust fund revenues for the creation of affordable units and/or rehabilitation of housing units. It should be noted that the amount spent in a given year for any line item may, in reality, actually span multiple years. The chart on the following page provides an estimated timeline for expenditure and does not restrict the Township from spending the money sooner or later in the Fourth Round period, nor does it prohibit the Township from spending more or less money in one year assuming the funds are in place to make said expenditure.

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Projects/Programs	Number of Units Projected	Projected Expenditure Schedule 2025-2035											
		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Township Rehabilitation Program	10		$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$100,000
Housing Activity													
Extension of Controls	28		$140,000	$140,000									$280,000
Affordability Assistance													
RPM Soft Cost Assistance	55		$100,000										$100,000
RPM VLI Assistance	7		$70,000										$70,000
VLI Supportive/ Special Needs Units	TBD							$150,000		$150,000			$300,000
Other Future Affordable Opportunities	TBD										$271,248		$271,248
Administration		$25,000	$18,000	$18,000	$18,000	$18,000	$17,206	$18,000	$18,000	$18,000	$18,000	$18,000	$204,206
Total		$25,000	$188,000	$18,000	$18,000	$18,000	$17,206	$168,000	$18,000	$168,000	$289,248	$18,000	$1,325,454.38

6) EXCESS OR SHORTFALL OF FUNDS

The Township currently has sufficient funds to cover the hard costs of the Rehabilitation Program and the extension of the controls at Mountainview. Any costs above and beyond those that cannot be covered by the trust fund will be sourced from the general fund.

In the event more funds than anticipated are collected or projected funds exceed the amount necessary to implement the Fair Share Plan, the Township will use those excess funds towards affordability assistance, land acquisition, or other innovative techniques.

7) SUMMARY

The Township of Green Brook intends to spend affordable housing trust fund revenues pursuant to NJAC 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the Fourth Round Housing Plan Element and Fair Share Plan.

The Township of Green Brook has a balance of $651,476.27 as of May 31, 2025 and anticipates an additional $673,978.11 in revenues through 2035 for a total of $1,325,454.38. This Spending Plan demonstrates the Township's **commitment to expend** $1,325,454.38 through December 31, 2035, including a commitment to expend with respect to the following:

- Commitment to expend a maximum of $100,000 towards the hard costs of a Rehabilitation Program;
- Commitment to expend up to $280,000 towards housing activities;
- Commitment to expend up to $741,248 towards affordability assistance; and
- Commitment to expend up to $204,206.38 towards administrative costs.

The table to the right provides a summary of the affordable housing trust fund spending plan.

SPENDING PLAN SUMMARY		
Balance as of May 31, 2025		$651,476.27
Projected Revenue 6.1.2025-2035		
Development fees	+	$651,950.20
Payments in lieu of construction	+	$0.00
Other funds	+	$0.00
Interest	+	$22,027.91
TOTAL REVENUE	=	$1,325,454.38
Projected Expenditures 6.1.2025-2035		
Rehabillitation Program	-	$100,000.00
Housing Activity	-	$280,000.00
Affordability Assistance	-	$741,248.00
Administration	-	$204,206.38
Total Projected Expenditures	=	$1,325,454.38
Remaining Balance	=	($0.00)

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Appendix Y | Municipal Housing Liaison Resolution

TOWNSHIP OF GREEN BROOK
County of Somerset
Resolution 2025-R-13
RECOGNIZING 2025 TOWNSHIP OFFICIALS

NOW THEREFORE BE IT RESOLVED, that the Township Committee of the Township of Green Brook hereby recognizes the 2025 officials:
ADMINISTRATOR/MUNICIPAL CLERK – Kelly G. Cupit, RMC, QPA
DEPUTY MUNICIPAL CLERK – Anthony Buontempo, RMC, CMR
ASSISTANT ADMINISTRATOR/CHIEF FINANCE OFFICER/TREASURER/ TAX COLLECTOR/SEWER UTILITY COLLECTOR/REGISTRAR/ TOWNSHIP CERTIFYING AGENT/QUALIFIED PURCHASING AGENT – Raymond S. Murray, CMFO, CTC, QPA, CMR
MUNICIPAL SERVICES COORDINATOR – Simon Behringer
COURT ADMINISTRATOR – Jacqueline Tamashiro, CMCA
MUNICIPAL JUDGE – The Honorable Francesco Taddeo (term expires 12/31/27)
VIOLATIONS CLERK – Adriana Mora, CMCA
CHIEF OF POLICE – William Coward
MUNICIPAL CERTIFYING OFFICER FOR EMERGENCY SERVICES: William Coward
OEM COORDINATOR – Kelly G. Cupit (term to expire 12/31/2027)
DEPUTY EMERGENCY MANAGEMENT COORDINATORS:
Lt. Gregory Victor, Lt. Adam Seidel, Renee Riczker (terms expire 12/31/2025)
FINANCE ASSISTANT – Tien-Yu Lin
CONSTRUCTION DEPARTMENT ASSISTANT– Cynthia Huljack, TACO
TOWNSHIP ENGINEER/ZONING OFFICER– Kevin Boyer, PE (Colliers)
RECYCLING COORDINATOR/ADA COORDINATOR – Kelly G. Cupit
PUBLIC WORKS SUPERVISOR – David Paltjon, CEFM
LAND USE BOARD ADMINISTRATOR – Erin LaGrua
TAX ASSESSOR – Chris Wong, CTA
CONSTRUCTION OFFICIAL/BUILDING INSPECTOR – Frank LaGuarina
DEPUTY ZONING OFFICER - Raymond Murray, Kelly Cupit, Simon Behringer
ELECTRICAL SUBCODE OFFICIAL– Robert Schmid
PLUMBING SUBCODE OFFICAL – (Acting) Paul Klink
FIRE SUBCODE OFFICIAL – Joseph Abbruzzese
FLOOD CONTROL COMMISSIONERS – Raymond S. Murray, Jerry Searfoss, Patrick Boccio, Brian Conway
AFFIRMATIVE ACTION PROCUREMENT AND SERVICE COMPLIANCE OFFICER/PUBLIC AGENCY COMPLIANCE OFFICER – Raymond Murray
MUNICIPAL HOUSING LIAISON- Kelly G. Cupit
LICENSED WASTEWATER COLLECTION SYSTEM OPERATOR/CERTIFIED PUBLIC WORKS MANAGER – Paul Nelson, PE (Colliers)

Resolution offered by: Van Arsdale Supported by: Searfoss
ROLL CALL: Benscoter-Aye, Conway-Aye, Martins-Aye, Searfoss-Aye, Van Arsdale-Aye

CERTIFICATION

I, KELLY G. CUPIT, Clerk of the Township of Green Brook, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Committee at a regular meeting held on the 6th day of January 2025, and have hereunto set my hand and affixed the seal of said Township.

Kelly G. Cupit, Township Clerk

Appendix Z | 2025 Board Resolution Adopting HEFSP

[to be inserted]