Housing Element and Fair Share Plan



Township of Boonton, Morris County

May 5, 2025

Prepared by:



2025 Housing Element and Fair Share Plan Boonton Township Morris, New Jersey

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1. Introduction

1.1 Community Overview

Boonton Township is located in northern Morris County along the Interstate 287 corridor. Of Morris County's 39 municipalities, Boonton Township is the eighteenth-largest in area with a total of 8.12 square miles (approximately 5,196.8 acres) and the 33rd largest in population (4,380, per the U.S. Decennial Census). The Township is the 34th-densest municipality in Morris County. There are several unincorporated communities throughout the Township, including Deer Pond in the east, Dixons Pond in the west, Powerville in the south, Rockaway Valley in the west, and Sheep Hill in the southeast.

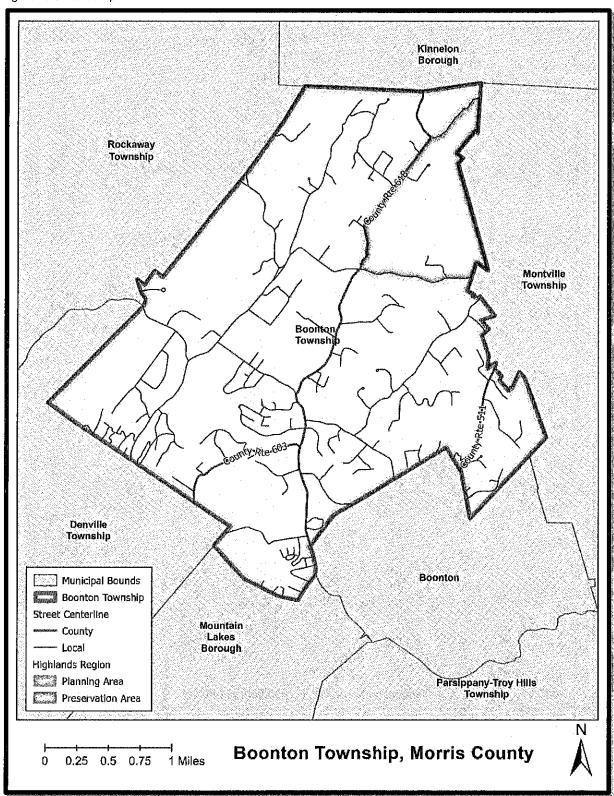
Boonton Township shares its western border with Rockaway Township and Denville Township; its northern border with Kinnelon Borough; its eastern border with Montville Township; and its southern border with the Town of Boonton, Mountain Lakes Borough, and Denville Township.

The Township is located within the Highlands Region with nine percent (9%) (493 acres) of its area within the Preservation Area and the remaining 91 percent (4,703.8 acres) in the Planning Area. Preservation Area conformance was approved by the Highlands Council on April 16, 2015. Additionally, the Township is located within several New Jersey State Development and Redevelopment Plan (SDRP) Planning Areas. The majority of the Township is within Planning Area 5 (PA 5), the Environmentally Sensitive Planning. There is also a small area along the southern municipal border with Denville Township and Mountain Lakes Borough that falls under the Park Planning Area as it is a part of Tourney County Park.

¹ The PA 5 Planning Area (Environmentally Sensitive Planning Area) in the SDRP consists of lands with critical environmental features, such as wetlands, forests, and habitats. Development is highly restricted to protect ecological integrity, with strict land use controls and limited infrastructure expansion to prevent environmental degradation.

² The Park Planning Area in the SDRP consists of lands designated for recreation, conservation, and open space preservation, development is highly restricted, focusing on maintaining natural resources, wildlife habitats, and public access to parks while limiting infrastructure expansion.

Figure 1. Context Map



1.2 Relationship to Other Plans

Boonton Township Master Plan

The most recent comprehensive Master Plan Update was prepared in 2001, with Reexamination Reports prepared in 2007 and 2018. The following goals and objectives which are of particular relevance to this Housing Element and Fair Share Plan are as follows:

- Avoiding adverse impacts on the local environment and adopting planning and zoning measures that will protect sensitive wetlands, steep slopes, potable ground water supply and flood prone areas.
- 2. Preserving to the greatest degree possible the established character and physical amenities of the Township through careful land use planning.
- 3. Recognizing and planning for the needs of local residents through the study of demographic conditions.
- 4. Providing adequate housing facilities meeting minimum standards of health and safety to satisfy the needs of all income groups, especially, low- and moderate-income households.
- Maintaining constant vigilance over regional planning activities, especially those at the State and County levels, in terms of their potential impact on local planning and development.
- 6. Coordinating local planning efforts with those of neighboring municipalities in order to achieve a maximum degree of compatibility especially along common municipal boundaries.
- Creating a planning and development environment that will promote fiscally-sound municipal government affordable to all residents.

These goals and objectives were first identified in the 2001 Master Plan and re-affirmed in subsequent Reexamination reports.

State Development and Redevelopment Plan (2001)

At the time of the preparation of this Housing Element and Fair Share Plan (HEFSP), the update to the New Jersey State Development and Redevelopment Plan (SDRP) has not been adopted, but is expected to be considered for final adoption in late 2025. The last update to the SDRP was adopted in 2001 and identified several goals and objectives for housing, specifically as they relate to PA 5, the Environmentally Sensitive Planning Area. These goals, objectives, and policies, which in part guide the preparation of this HEFSP, are as follows:

1. Housing: Provide for a full range of housing choices primarily in Centers at appropriate densities to accommodate projected growth. Ensure that housing in general—and in particular affordable, senior citizen, special needs and family housing—is developed with access to a range of commercial, cultural, educational, recreational, health and transportation services and facilities. Focus multi-family and higher-density, single-family housing in Centers. Any housing in the Environs should be planned and located to maintain or enhance the cultural and scenic qualities and with minimum impacts on environmental resources.

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- 2. Natural Resource Conservation: Protect and preserve large, contiguous tracts and corridors of recreation, forest or other open space land that protects natural systems and sensitive natural resources, including endangered species, ground and surface water resources, wetland systems, natural landscapes of exceptional value, critical slope areas, scenic vistas and other significant environmentally sensitive features.
- 3. Redevelopment: Encourage environmentally appropriate redevelopment in existing Centers and existing developed areas that have the potential to become Centers or in ways that support Center-based development to accommodate growth that would otherwise occur in the Environs. Redevelop with intensities sufficient to support transit, a range of uses broad enough to encourage activity beyond the traditional workday, efficient use of infrastructure, and physical design features that enhance public safety, encourage pedestrian activity and reduce dependency on the automobile to attract growth otherwise planned for the Environs.
- 4. Public Facilities and Services: Phase and program for construction as part of a dedicated capital improvement budget or as part of a public/private development agreement the extension or establishment of public facilities and services, particularly wastewater systems, to establish adequate levels of capital facilities and services to support Centers; to protect large contiguous areas of environmentally sensitive features and other open spaces; to protect public investments in open space preservation programs; and to minimize conflicts between Centers and the Environs. Encourage private investments and facilitate public/private partnerships to provide adequate facilities and services, particularly wastewater systems, in Centers. Make community wastewater treatment a feasible and cost-effective alternative.
- 5. Intergovernmental Coordination: Coordinate efforts of state agencies, county and municipal governments to ensure that state and local policies and programs support environmental protection by examining the effects of financial institution lending practices, government regulation, taxation and other governmental policies and programs.

Boonton Township strives to ensure the implementation of this HEFSP is consistent with the above-mentioned policies and objectives while respecting existing community characteristics and natural resources.

Highlands Regional Master Plan

The Highlands Regional Master Plan (RMP) was adopted in 2008 in response to the Highlands Water Policy and Planning Protection Act (N.J.S.A. 13:20-1 et seq.) of 2004. This RMP has been updated several times, in 2018, 2019, and 2024. Only a small portion of the Township, 493 acres, is situated within the Preservation Area, where conformance with the RMP is mandatory, and the rest falls within the Planning Area, where conformance is optional. The Township is conforming with the Highlands RMP for the Preservation Area only. The Highlands Council approved Boonton Township's petition for Plan Conformance via Resolution 2015-6 adopted April 16, 2015.

The Highlands Council adopted, "RMP Addendum 2024-3: Highlands Affordable Housing Guidelines" on July 18, 2024, which established standards for identifying locations for affordable housing and availability of land and resources in the region. This guidance was used as part of the preparation of this HEFSP. This HEFSP also supports the RMP's Housing and Community Facilities Goal 60: "Market rate and affordable housing sufficient to meet the needs of the

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Highlands Region within the context of economic, social, and environmental considerations and constraints."

County Comprehensive Plan

The Morris County Master Plan was updated in December 2020 to include a new Land Use Element. This HEFSP is consistent with the following goals and policy objectives outlined in the 2020 County Land Use Element:

- 1. The creation of balanced and diverse economic and housing opportunities;
- 2. The efficient use of land and resources;
- 3. The protection of natural, historic, agricultural, and scenic resources;
- 4. Development that proceeds only after careful analysis of environmental conditions;
- 5. Promote revitalization and redevelopment;
- 6. Support the creation of diverse housing types; and
- 7. Encourage higher density and mixed-use developments in downtown areas.

Surrounding Municipalities' Master Plans

Town of Boonton

Under three (3) miles of the Township's southern border is shared with the Town of Boonton and the municipalities are connected via Powerville Road / Elcock Avenue, North Main Street, and Oak Road. The Town of Boonton last prepared a Reexamination Report of its 1998 Master Plan in 2008. On July 31, 2018, the Town of Boonton adopted a new Master Plan which was built on a comprehensive analysis of existing conditions and opportunities in the Town, documentation of planning efforts and initiatives, and the review of prior Master Plan documents and studies that lay the foundation for the Town. The 2018 Town Master Plan is not significantly impacted by this HEFSP.

Denville Township

Just under three (3) miles of Boonton Township's southern and western borders are shared with Denville Township. Denville's 2000 Master Plan was last reexamined in 2023 and a new Master Plan was adopted by the Planning Board on May 10, 2023. A few local roads connect these municipalities, including Rockaway Valley Road, Farber Hill Road, and Old Denville Road. This HEFSP does not significantly impact Denville's Master Plan.

Kinnelon Borough

Boonton Township's entire northern border (approximately 1.34 miles) is shared with the Borough of Kinnelon in Morris County. Powerville Road / Kinnelon Road, also known as County Route 618 connects the Township to the Borough. Kinnelon last adopted a Reexamination Report of its Master Plan on December 28, 2022 and this HEFSP does not significantly impact that plan.

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Montville Township

Boonton Township shares its eastern border with the Township of Montville in Morris County. Rockaway Valley Road and Boonton Avenue (County Route 511) link the two (2) municipalities. Given that the Highlands Preservation Area encompasses the northeastern border of both municipalities as well as the northern section of Montville, strategic land use planning of this section is vital. The recommendations set forth in this HEFSP does not negatively impact Montville, its planning efforts, or its 2019 Periodic Reexamination of the Master Plan.

Mountain Lakes Borough

Just over one (1) mile of Boonton Township's southern border is shared with the Borough of Mountain Lakes. Powerville Road / Elcock Avenue / County Route 618 connect the two (2) municipalities. The Borough's Master Plan adopted on October 24, 2013 is not significantly impacted by this HEFSP.

Rockaway Township

Boonton Township shares just over two (2) miles of its western border with Rockaway Township in Morris County. Decker Road, Split Rock Road, and Farber Hill Road link both municipalities. Furthermore, Rockaway Township's Master Plan Reexamination Report adopted on November 18, 2019 is not significantly impacted by this HEFSP.

1.3 History of Affordable Housing

Overview

The New Jersey Supreme Court, in Mount Laurel I (1975) and Mount Laurel II (1983) required all New Jersey municipalities to take affirmative actions toward providing their "fair share" of the region's need for affordable housing for low- and moderate-income people. In response to the Mount Laurel II decision, the New Jersey Legislature adopted the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("FHA") in 1985. This act created the Council on Affordable Housing ("COAH") to assess and calculate the statewide and regional need for affordable housing, allocate that need on a municipal fair share basis, and review and approve municipal housing plans aimed at implementing the local fair share obligation. Subsequently, the New Jersey Municipal Land Use Law ("MLUL") was amended to require a housing element as a mandatory element of the municipal master plan. According to the FHA, "a municipality's housing element shall be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing (52: 27D-310)."

COAH adopted its Third Round Rules in December 2004. On January 25, 2007, the Appellate Division issued a decision on an appeal of COAH's Third Round regulations. COAH was precluded from issuing Third Round Substantive Certifications until new rules for the Third Round were revised and adopted. Subsequent to the Appellate Division ruling, the Highlands Council adopted the Highlands Regional Master Plan ("RMP") on July 17, 2008. The RMP provides the basis to determine the capacity of the Highlands Region to accommodate appropriate economic growth while ensuring the sustainability of the resources in the region. On September 5, 2008, Governor Corzine issued Executive Order 114, which addressed implementation of the Highlands Regional Master Plan (RMP) and the need for coordination between the Highlands Council and the Council on Affordable Housing (COAH). On November 12, 2008, COAH granted an extension from the December 31, 2008 petition deadline to December 8, 2009 for any Highlands municipality under COAH's jurisdiction, based on certain conditions.

On October 8, 2010, the Appellate Division invalidated COAH's Rules in In re Adoption of N.J.A.C. 5:96 & 5:97 by the New Jersey Council on Affordable Housing, 416 N.J. Super. 462 (App. Div. 2010). The decision stated, among other things, that growth share methodology was invalid, and directed COAH to adopt rules utilizing methodologies similar to those used in the First and Second Round Rules. On September 26, 2013 the Supreme Court affirmed the Appellate Division's 2010 decision and remanded COAH to undertake new rulemaking based on COAH's prior round rules and methodologies. COAH failed to formally adopt amended Third Round Rules.

In a 2015 decision In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the New Jersey Supreme Court divested COAH of jurisdiction of affordable housing, resulting in the process being left to the trial court system. This ruling dissolved the substantive certification process, turning instead to a judicial determination wherein a municipality files for a declaratory judgment action to certify that their Housing Element and Fair Share Plan has satisfied their Third Round obligation. At the same time, the Court appointed "Mount Laurel" judges for each of the State's judicial vicinages.

In 2024, New Jersey Legislature passed into law amendments to the Fair Housing Act (N.J.S.A. 52:27D-304.1 et seq. via NJ A4/S50) ("FHA-2" or "P.L. 2024, c.2") that abolished COAH and established the Affordable Housing Dispute Resolution Program ("the Program"), and set forth new methodology for calculating statewide and regional affordable housing obligations, and allocating such affordable housing obligations to municipalities for the Fourth Round and beyond. Subsequent to the adoption of FHA-2, the Highlands Council adopted an amendment to the RMP³ governing the potential location of affordable housing and availability of land and resources in the region.

Boonton Township

Boonton Township received a Judgment of Compliance in litigation with "Brae Loch" in November 1986, which expired on November 17, 1992. Jurisdiction over the Township's affordable housing compliance was transferred to COAH on November 18, 1992, which then granted Boonton interim substantive certification on August 4, 1993. Boonton adopted a Second Round Housing Element and Fair Share Plan on May 7, 1996 and received Second Round substantive certification from COAH on September 4, 1996, which expired on December 20, 2005. Boonton Township then adopted a Third Round Plan on September 9, 2009; however, the Township's submission was delayed due to determination of impacts from the Highlands Regional Master Plan. Consequently, the Township's Third Round Plan was not reviewed by COAH and did not receive substantive certification.

The Township of Boonton filed a declaratory judgment in Morris County Superior Court on July 7, 2015 ("2015 Action") seeking a declaration of compliance with the Mount Laurel doctrine and the FHA in accordance with Mount Laurel IV and also petitioned the court for temporary immunity from builder's remedy lawsuits. The court granted temporary immunity from builder's remedy lawsuits by order dated August 10, 2015. The Township reached a settlement agreement on November 13, 2017 with the Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in the matter in accordance with Mount Laurel IV.

On January 26, 2018, a Fairness Hearing was held before the Honorable MaryAnn L. Nergaard, J.S.C., in the Township's 2015 Action. On January 31, 2018 Judge Nergaard issued an Order on Fairness and Preliminary Compliance deeming the Township's adopted Housing Element and Fair Share Plan dated March 7, 2016 was deemed to be constitutionally compliant subject to the

³ New Jersey Highlands Water Protection and Planning Council, RMP Addendum 2024-3: Highlands Affordable Housing Guidelines, adopted via Resolution 2024-24 on July 18, 2024.

adoption of an amended Housing Element and Fair Share Plan along with timely adoption of other compliance documents.

In accordance with the court's directions, the Township adopted updated affordable housing ordinances and the Township Planning Board adopted a revised Housing Element and Fair Share Plan Amendment, dated May 7, 2018. A Final Compliance hearing was subsequently conducted before Judge Nergaard on May 25, 2018. Following same, a Conditional Judgment of Compliance and Repose was issued by Judge Nergaard on May 25, 2018. The Township thereafter completed all conditions to achieve a final judgment to the satisfaction of the court appointed Special Master and the Court, including a subsequent amendment to the 2018 HEFSP in June 2018. Accordingly, a Final Judgment of Compliance and Repose was issued by the court in favor of the Township in the 2015 Action on August 6, 2018.

By virtue of the Final Judgment of Compliance and Repose issued in the 2015 Action, the Township is immune from exclusionary zoning and builder's remedy litigation at the present time.

The Township's 2018 HEFSP amendment, as approved by the court in the Township's 2015 Action and the underlying March 7, 2016 HEFSP continues to apply where not in conflict with the 2018 amendment.

On January 27, 2025 the Township Committee of the Township of Boonton timely adopted a Resolution committing to its Fourth Round affordable housing Present Need obligation of "4" and Fourth Round Prospective Need Obligation of "81" in accordance with P.L. 2024, c.2.

In accordance with FHA-2, on January 29, 2025, the Township filed a Complaint for Declaratory Relief Pursuant to FHA-2 and Administrative Directive 14-24 of the Administrative Office of the Courts.

No challenge was filed to the Township's Fourth Round Present Need Obligation of "4" and Fourth Round Prospective Need Obligation of 81. Therefore, the Township's Fourth Round Present and Prospective Need Obligations have been declared established by default pursuant to N.J.S.A. 52:27D-304.1 of FHA-2.

Timeline of Affordable Housing

August 4, 1993	COAH grants Boonton Township interim substantive certification.
May 7, 1996	Boonton Township adopts a Second Round Housing Element.
September 4, 1996	Boonton Township receives Second Round substantive certification.
February 14, 2000	Boonton Township adopts Housing Element and Fair Share Plan addressing the Township's obligations for the years 1986 through 1992.
August 10, 2004	Highlands Water Protection and Planning Act becomes effective, greatly diminishing the Township's availability to provide realistic opportunities for new development of affordable housing
December 2004	COAH adopts Third Round Rules
January 25, 2007	Appellate Division issued a decision requiring COAH revise Third Round Rules

July 17, 2008	Highlands Regional Master Plan adopted by the Highlands Council
September 5, 2008	Governor Corzine issues Executive Order 114, addressing the need for coordination between the Highlands Council and COAH
November 12, 2008	COAH grants extension to December 31, 2008 deadline to December 8, 2009 for any Highlands municipality
September 9, 2009	Boonton Township adopts a Third Round Housing Element. Consequently, the Third Round Plan was not reviewed by COAH and did not receive substantive certification.
October 8, 2010	Appellate Division invalidates COAH's Rules – growth share methodology is invalid; COAH must adopt rules utilizing methodologies similar to those used in the First and Second Round Rules.
September 26, 2013	Supreme Court affirms October 2010 decision, remands COAH to undertake new rulemaking based on Prior Round Rules and Methodologies
March 10, 2015	Supreme Court divests COAH of jurisdiction of affordable housing and municipalities must file declaratory judgment actions with the Court by July 8, 2015.
July 7, 2015	Boonton Township files for declaratory judgement and petitioned for temporary immunity from builder's remedy lawsuits.
November 13, 2017	Boonton Township reaches a settlement agreement with the Fair Share Housing Center.
January 31, 2018	Following a Fairness Hearing is held in Superior Court on January 26, 2018, the Court issues an Order deeming Boonton Township's Third Round Housing Element to be constitutionally compliant subject to the adoption of an amended Housing Element and Fair Share Plan along with other compliance documents.
August 6, 2018	Final Judgment of Compliance and Repose is entered in favor of the Township following Final Compliance Hearing and issued of a Conditional Judgment of Compliance and Repose on May 25, 2018.
March 20, 2024	Governor Murphy signs Bill A4/S50 (P.L. 2024, c.2), which sets forth the rules for the Fourth Round of affordable housing in New Jersey and creates the Affordable Housing Dispute Resolution Program
October 18, 2024	The NJ Department of Community Affairs publishes non-binding present and prospective need obligations
January 27, 2025	Boonton Township adopts Resolution #25-60 adopting Fourth Round affordable housing obligations.
March 1, 2025	No objections were filed to the Township's proposed obligation making it final under the amended Fair Housing Act.

1.4 Purpose and Goals

The purpose of this Housing Element and Fair Share Plan is to provide a realistic opportunity to address the housing needs of Boonton residents across all income levels in accordance with the Mount Laurel Doctrine, the FHA and FHA-2. This plan proposes multiple opportunities to develop a variety of housing types to meet these needs, which can be integrated into the existing land use

pattern and character of the Borough. This Plan has been prepared to meet the requirements of the Municipal Land Use Law (MLUL), Fair Housing Act (FHA), the New Jersey State Development and Redevelopment Plan (SDRP), and P.L. 2024, c.2 (FHA-2), and Administrative Directive #14-24.

This Housing Element and Fair Share Plan supports the goals of the Township's 2018 Master Plan Reexamination, which affirmed the following goals from the 2001 Master Plan:

- Recognizing and planning for the needs of local residents through the study of demographic conditions.
- 2. Providing adequate housing facilities meeting minimum standards of health and safety to satisfy the needs of all income groups, especially, low- and moderate-income households.

1.5 Contents of the Plan

N.J.S.A. 40:55D-28 of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and N.J.S.A. 52:27D-310 of the Fair Housing Act (P.L. 1985, c.222) as amended by FHA-2 (P.L. 2024, c. 2) require that the Housing Element and Fair Share Plan include the following:

- 1. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;
- A projection of the municipality's housing stock, including the probable future construction
 of low- and moderate-income housing, for the next ten years, taking into account, but not
 necessarily limited to, construction permits issued, approvals of applications for
 development and probable residential development of lands;
- 3. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level, and age;
- 4. An analysis of the existing and probable future employment characteristics of the municipality;
- A determination of the municipality's present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low- and moderate-income housing, as established pursuant to section 3 of P.L.2024, c.2 (C.52:27D-304.1);
- 6. A consideration of the lands that are most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderateincome housing;

- An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of section 1 of P.L. 2021, c. 273 (C.52:27D-329.20);
- 8. For a municipality located within the jurisdiction of the Highlands Water Protection and Planning Council, established pursuant to section 4 of P.L. 2004, c. 120 (C.13:20-4), an analysis of compliance of the housing element with the Highlands Regional Master Plan of lands in the Highlands Preservation Area, and lands in the Highlands Planning Area for Highlands-conforming municipalities. This analysis shall include consideration of the municipality's most recent Highlands Municipal Build Out Report, consideration of opportunities for redevelopment of existing developed lands into inclusionary or 100 percent affordable housing, or both, and opportunities for 100 percent affordable housing in both the Highlands Planning Area and Highlands Preservation Area that are consistent with the Highlands regional master plan; and
- 9. An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

2. Demographics

2.1 Population

Population change, 1990-2020

The Township of Boonton encompasses a total land area of 8.12 square miles (approximately 5,196.8 acres) and has a population of 4,380 people according to the 2020 U.S. Decennial Census, which translates to a population density of about 539.4 people per square mile. Boonton's population increased from 3,566 residents in 1990 to 4,287 in 2000, reflecting a 20.2% growth. However, between 2000 and 2010, the population experienced a slight decline of 0.6%, decreasing to 4,263. Growth resumed from 2010 to 2020, with a 2.7% increase, bringing the population to 4,3800. Overall, the Township's population has grown over the 30-year period, despite a slight dip in 2000-2010.

Morris County's population increased steadily over the decades from 11.6% (1990-2000), 4.7% (2000-2010), and 3.5% (2010-2020). Although the growth rate has slowed over time, the county has maintained a consistent upward trend. Similar to Morris County, New Jersey experienced steady growth, though the rate of increase slowed slightly between 2000-2010 before rising again from 2010-2020.

Boonton Township's population has generally increased, but the 2000-2010 decline suggests a temporary demographic shift. Morris County and New Jersey have both exhibited consistent growth, though the pace has slowed over time. Compared to the county and state, Boonton's growth pattern is less stable, with a brief population decline in the early 2000s.

The population data reflects overall growth for Boonton Township, Morris County, and New Jersey, with some fluctuations at the Township level. The Township's decline in 2000-2010 could indicate local demographic changes or economic factors affecting residence, while the rebound in 2010-2020 suggests renewed population stability. Meanwhile, Morris County and New Jersey have

followed steady upward trends, though the rate of growth has gradually declined over the decades.

Table 1. Population Change, 1990 - 2020

	1990	% Change	2000	% Change	2010	% Change	2020
Township of Boonton	3,566	+20.2%	4,287	-0.6%	4,263	+2.7%	4,380
Morris County	421,361	+11.6%	470,212	+4.7%	492,276	+3.5%	509,285
New Jersey	7,730,188	+8.9%	8,414,347	+4.5%	8,791,894	+5.6%	9,288,994

SOURCE: 1990 - 2010; Ú.S. Census Bureau. (2010). POPULATION AND HOUSING UNITS: 1990 TO 2010; AND AREA MEASUREMENTS AND DENSITY: 2010.

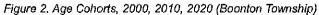
2020: U.S. Census Bureau. (2020), PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS. Decennial Census, Profile of General Population and Housing Characteristics, Table DP1.

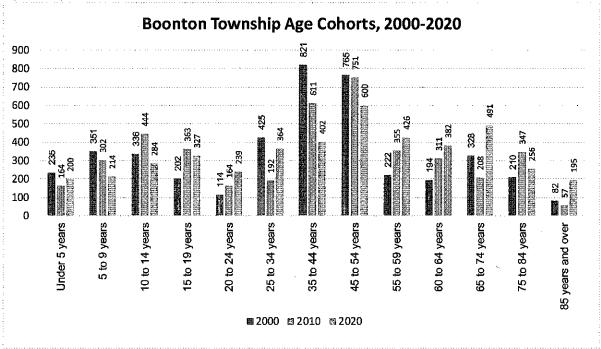
Age

Figure 2 presents data from the US Decennial Census on age distribution in Boonton Township for the years 2000, 2010, and 2020, highlighting shifts in demographic trends over the two decades. The data provides insights into population aging, growth in specific age groups, and potential implications for the community.

The Township has seen a decline in the younger population (0-24 years) in which the number of children under 5 years remained relatively stable, fluctuating slightly between census years. Those 5-9 years and 10-14 years showed minor variations but generally followed a stable trend, while those 15-24 years saw a slight decline, indicating a possible shift in younger populations moving out of the area for education or job opportunities. There was shift in the working-age population (25-54 years) where those in the 25-34 age cohort showed a decline over the years, suggesting fewer young adults are settling in the Township. The 35-44 age cohort had a sharp decline from 821 in 2000 to 611 in 2010, continuing downward in 2020. Similarly, the 45-54 age cohort group decreased from 765 in 2000 to 600 in 2020, indicating an aging population and fewer middle-aged individuals entering the Township. Those within the 55-64 cohort increased significantly, reflecting the aging of the previously dominant middle-age population. Furthermore, those 65-74 year and 75-84 year age groups saw growth, suggesting an increase in older residents stating in the community. Additionally, the 85+ age cohort grew, highlighting a rise in longevity and continuing the aging population trend.

Boonton Township is experiencing a gradual demographic shift toward an aging population, with a decline in younger and working-age cohorts and a growth in senior populations. This trend may have implications for housing, healthcare, and community services, as well as school enrollment and workforce development. Boonton's age distribution from 2000 to 2020 reflects broader demographic patterns in Morris County and State (Figures 3 & 4).

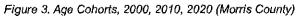


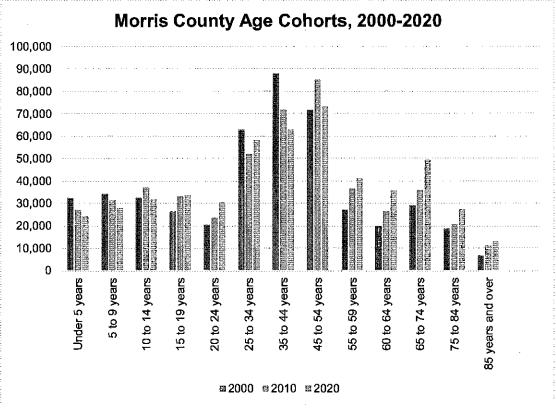


Source:

2000: United States Census Bureau, 2000 Decennial Census, DP1, "Profile of General Demographic Characteristics." 2010: United States Census Bureau, 2010 American Community Survey, DEMOGRAPHIC AND HOUSING ESTIMATES, 5-year Estimates Data Profile DP05

2020: United States Census Bureau, 2020 Decennial Census, DP1, "Profile of General Demographic Characteristics."

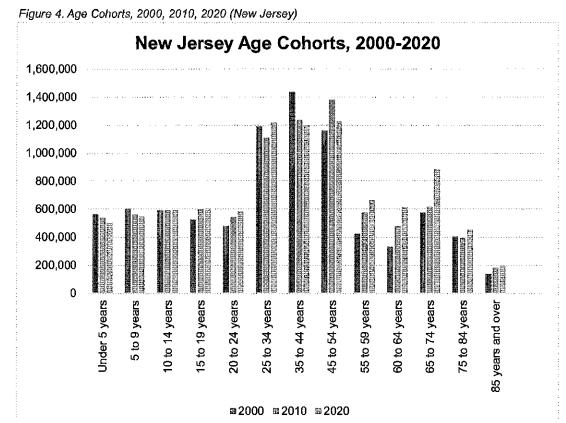




Sources:
U.S. Census Bureau. (2000). PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS. Decennial Census, DEC DEMOGRAPHIC PROFILE, TABLE DP1.

U.S. CENSUS BUREAU. (2010), DEMOGRAPHIC AND HOUSING ESTIMATES. AMERICAN COMMUNITY SURVEY, ACS 5-YEAR ESTIMATES DATA

U.S. CENSUS BUREAU. (2020). PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS. DECENNIAL CENSUS, DEC DEMOGRAPHIC PROFILE, Table DP1.



Sources:

U.S. Census Bureau. (2000). PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS. Decennial Census, DEC Demographic Profile, Table DP1.

U.S. CENSUS BUREAU. (2010). DEMOGRAPHIC AND HOUSING ESTIMATES. AMERICAN COMMUNITY SURVEY, ACS 5-YEAR ESTIMATES DATA PROFILE, DP05.

U.S. CENSUS BUREAU. (2020). PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS. DECENNIAL CENSUS, DEC. DEMOGRAPHIC PROFILE, TABLE DP1.

2.2 Household Size and Type

Households

The following table presents the US Decennial Census data on household size and composition in Boonton Township, Morris County, and New Jersey for the years 2000, 2010, and 2020. It categorizes households by the number of occupants and tracks percentage changes over time, providing insights into shifting demographic and living patterns. The total number of occupied housing units in the Township increased from 1,476 in 2000 to 1,575 in 2010 but declined to 1,504 in 2020. This suggests a peak in housing occupancy around 2010, followed by a slight decrease, potentially due to demographic shifts or housing market trends. Two-person households slightly fluctuated but remained a significant portion of the total households, 32.8% in 2020, similar to 2000 levels (30.9%). Four-or-more-person households showed an increase in 2020, making up 32.8% of occupied housing units, compared to 30.9% in 2000 and 28.1% in 2010. This suggests a return to larger family households after a decline in the previous decade. The percentage of one-person households increased from 17.5% in 2000 to 23.9% in 2020, but then declined to 16.5% in 2020. This indicates a trend where more people were living alone in 2010, but by 2020, single-person households had decreased, possibly due to economic or social factors encouraging shared living arrangements.

Both Morris County and New Jersey saw a continuous rise in occupied housing units from 2000 to 2020, reflecting overall population growth and housing demand. Morris County saw an increase in 1-person households from 21.5% in 2000 to 23.5% in 2020, aligning with broader trends of independent living. New Jersey followed a similar pattern, with 1-person households rising from 24.5% in 2000 to 25.6% in 2020. Across the Township, County, and State, 2-person households consistently formed the largest segment of households, accounting for about 30% of total housing units in 2020.

The data suggests changing household dynamics in Boonton Township, with an increase in larger households and a decline in single-person residences. This contrasts with Morris County and New Jersey, where single-person households are increasing, likely due to aging population and lifestyle preferences. The Township's shift towards multi-person households may indicate evolving housing needs, which could impact future residential planning and community services.

Table 2. Household Size and Type, 2020

Household Size	2000	%	2010	%	2020	%
Total Occupied Housing Units (Boonton Township)	1,476	100	1,575	100	1,504	100
1-person household	258	17.5	377	23.9	248	16.5
2-person household	501	33.9	474	30.1	494	32.8
3-person household	261	17.7	281	17.8	268	17.8
4-or-more-person household	456	30.9	443	28.1	494	32.8
Total Occupied Housing Units (Morris County)	169,711	100	180,534	100	188,496	100
1-person household	36,545	21.5	42,424	23.5	4 4,3 7 9	23.5
2-person household	53,865	31.7	55,285	30.6	58,173	30.9
3-person household	29,913	17.6	31,085	17.2	33,159	17.6
4-or-more-person household	49,388	29.1	51,740	28.7	52,785	28.0

Household Size	2000	%	2010	%	2020	%
Total Occupied Housing Units (State)	3,064,645	100	3,214,360	100	3,426,102	100
1-person household	751,353	24.5	811,221	2 5.2	876,661	25.6
2-person household	927,354	30.3	957,682	29.8	1,026,368	30.0
3-person household	531,987	17.4	558,029	17.4	592,617	17.3
4-or-more-person household	853,951	27.9	887,428	27.6	930,456	27.2

SOURCE

- U.S. Census Bureau. (2000). HOUSEHOLD SIZE. Decennial Consus, DEC Summary File 1, Table H016.
 U.S. Census Bureau. (2010). HOUSEHOLD SIZE. Decennial Census, DEC Summary File 1, Table H013.
 U.S. Census Bureau. (2020). HOUSEHOLD SIZE. Decennial Census, Demographic and Housing Characteristics, Table H9.

Income

The table below provides an analysis of household income distribution in Boonton Township for the years 1999, 2010, and 2020. It highlights shifts in income brackets and trends in median household income at the local, county, and state levels. While dollar thresholds do not account for inflation over time, they still provide insight into how income patterns have evolved.

Households earning less than \$10,000 decreased from 32 in 1999 to 17 in 2010, but rose significantly to 45 in 2020. The \$10,000 to \$14,999 income bracket fluctuated, rising to 33 households in 2010 before dropping to 11 in 2020. The \$15,000 to \$24,999 and \$25,000 to \$34,999 brackets saw a notable decrease, indicating fewer households in lower income categories. Households earning \$35,000 to \$49,999 fell from 145 in 1999 to 37 in 2020. Additionally, the \$50,000 to \$74,999 bracket decreased from 230 in 1999 to 135 in 2020, and the \$75,000 to \$99,999 bracket declined significantly from 223 in 1999 to 101 in 2020. Households earning \$100,000 to \$149,999 remained relatively stable from 269 in 1999 to 243 in 2010, but increased significantly to 334 in 2020. The \$200,000 or more income group grew significantly from 258 households in 1999 to 547 in 2020, more than doubling over the period.

Boonton Township's median household income increased from \$91,753 in 1999 to \$145,050 in 2020, reflecting economic growth. Morris County's median household income followed a similar pattern, rising from \$77,340 in 1999 to \$117,298 in 2020. New Jersey's median household income saw a steady rise from \$55,146 in 1999 to \$85,245 in 2020 indicating an overall statewide income growth. The household income data from 1999 to 2020 reflects a trend of economic growth in the Township, with a significant shift toward higher-income brackets.

Table 3. Income in the Past 12 Months, 2000 - 2020

ousehold income Percent of Households			ds
	1999	2010	2020
Total Households (Boonton)	1,478	1,382	1,407
Less than \$10,000	32	17	45
\$10,000 to \$14,999	13	33	11
\$15,000 to \$24,999	73	90	27
\$25,000 to \$34,999	106	113	49
\$35,000 to \$49,999	145	52	37
\$50,000 to \$74,999	230	101	135
\$75,000 to \$99,999	223	180	101
\$100,000 to \$149,999	269	243	334
\$150,000 to \$199,999	129	227	121
\$200,000 or more	258	326	547
Boonton Township Median Household Income	\$91,753	\$117,333	\$145,050
Morris County Median Household Income	\$77,340	\$91,469	\$117,298
New Jersey Median Household Income	\$55,146	\$67,681	\$85,245

Source

2.3 Employment Characteristics

Workforce

Approximately 3,375 residents of Boonton's aged 16 and older is in the labor force.4 which suggests a moderate level of workforce engagement. Additionally, the unemployment rate of 3.9% is relatively low compared to the County (4.9%) and the (5.8%). indicating that most individuals who wish to work are able to find employment. Low unemployment often corresponds with a robust local job market or strong commuting opportunities in nearby employment centers. Approximately 37.7% of residents 16 and older are not in the labor force. This group could include retirees, full-time students, or individuals

Table 4. Employment Status, 2020

Employment Status	Estimate	%	
Population 16 years and older	3,375		
In labor force	2,104	62.3	
Civilian labor force	2,104	62.3	
Employed	2,021	59.9	
Unemployed	83	2.5	
Armed Forces	0	0	
Not in labor force	1,271	37.7	
Unemployment rate (Boonton Twp.)	3.9		
Unemployment rate (Morris County)	4.9		
Unemployment rate (State)	5.8		

SOURCE

who are otherwise not seeking employment. Given Boonton's demographic trends, the proportion of non-participants may be driven by older adults choosing to remain out of the workforce. It should be noted that all individuals in the labor force are classified as civilian as there are no reported members of the Armed Forces, which is not unusual for a small, primarily residential community.

The Township's 2020 employment status data depict a community with a moderate labor force participation rate, low unemployment, and a significant number of residents not in the labor force. These factors suggest an economically stable environment, influenced by an aging population and limited labor pool growth.

U.S. CENSUS BUREAU. (2000). PROFILE OF SELECTED ECONOMIC CHARACTERISTICS. Decennial Census, DEC SUMMARY FILE 4, DEMOGRAPHIC PROFILE. TABLE DP3.

U.S. CENSUS BUREAU. (2010). INCOME IN THE PAST 12 MONTHS (IN 2010 INFLATION-ADJUSTED DOLLARS). AMERICAN COMMUNITY SURVEY, ACS 5-YEAR ESTIMATES SUBJECT TABLES, TABLE \$1901.

U.S. CENSUS BUREAU, (2020). INCOME IN THE PAST 12 MONTHS (IN 2020 INFLATION-ADJUSTED DOLLARS), AMERICAN COMMUNITY SURVEY, ACS 5-YEAR ESTIMATES SUBJECT TABLES, TABLE \$1901.

U.S. CENSUS BUREAU. (2020). SELECTED ECONOMIC CHARACTERISTICS.
AMERICAN COMMUNITY SURVEY, ACS 5-YEAR ESTIMATES DATA PROFILES, TABLE

⁴ According to the United States Census Bureau Glossary, "The labor force includes all people classified in the civilian labor force, plus members of the U.S. Armed Forces (people on active duty with the United States Army, Air Force, Navy, Marine Corps, or Coast Guard). The civilian labor force consists of people classified as employed or unemployed.

Commuting Characteristics

In 2020, 89.2% of Boonton Township workers remained within their state for work, with 61.4% working in the county and 27.9% commuting outside it. A significant 81.8% relied on a car, truck, or van, with 75.2% driving alone and 6.6% carpooling. Public transportation use was low at 4.7%, while only 1.1% walked, and no commuters used bicycles or motorcycles. The average commute time was 31.5 minutes, with 23.2% taking 35 to 59 minutes. Notably, 12.6% of workers commuted over an hour, indicating a considerable portion of long-distance travelers.

The Township's commuting characteristics data highlights a car-dependent workforce with moderate to long commute times. Efforts to enhance public transportation options and reduce traveling times could improve commuting efficiency. The data also suggests a potential need for local job opportunities to reduce the high percentage of out-of-county commuters.

Table 5. Commuting Characteristics, 2020

Commuting Characteristics	Estimate
Workers 16 years and over	1,996
Did not work from home	1,749
Means of transportation to work	%
Car, truck, or van	81.8
Drove alone	75.2
Carpooled	6.6
Public transportation (excluding taxicab)	4.7
Walked	1.1
Bicycle	0
Taxicab, motorcycle, or other means	0
Place of work	%
Worked in state of residence	89.2
Worked in county of residence	61.4
Worked outside county of residence	27.9
Worked outside state of residence	10.8
Travel time to work	%
Less than 10 minutes	13.5
10 to 14 minutes	9.7
15 to 19 minutes	12.6
20 to 24 minutes	8.8
25 to 29 minutes	4.2
30 to 34 minutes	13.5
35 to 44 minutes	8.6
45 to 59 minutes	16.5
60 or more minutes	12.6
Mean Travel time to work (minutes)	31.5

Source

U.S. CENSUS BUREAU. (2020). COMMUTING CHARACTERISTICS BY SEX.
AMERICAN COMMUNITY SURVEY, ACS 5-YEAR ESTIMATES SUBJECT TABLES,
TABLE S0801.

Employment by Industry

In 2020, the Township's labor force consisted of 2,021 employed individuals, with the largest employment sectors being educational services, health care, and social assistance (20.6%), followed by finance and insurance, and real estate and rental leasing (18.4%), and professional, scientific and management, and administrative waste management services (17.9%). Manufacturing accounted for 13.3% of employment, while arts, entertainment, recreation, accommodation, and food services employed 8.8%. The construction sector comprised 6.1% of jobs, with retail and wholesale trade representing 3.6% and 3.1% respectively. Transportation, public administration, and information industries collectively accounted for 7.5%, while agriculture and other services had minimal employment shares. The data highlights a strong presence in white-collar and service-oriented industries, with manufacturing still playing a notable role.

Table 6. Employment by Industry, 2020

Industry	Estimate	Percent
Civilian employed population 16 years and over	2,021	100
Educational services, and health care and social assistance	416	20.6
Finance and insurance, and real estate and rental and leasing	371	18.4
Professional, scientific, and management, and administrative and waste management services	362	17.9
Manufacturing	268	13.3
Arts, entertainment, and recreation, and accommodation and food services	177	8.8
Construction	123	6.1
Retail trade	72	3.6
Wholesale trade	63	3.1
Transportation and warehousing, and utilities	54	2.7
Public administration	52	2.6
Information	44	2.2
Agriculture, forestry, fishing and hunting, and mining	10	0.5
Other services, except public administration	9	0.4

SOURCE: 2020: ACS, 5-YEAR ESTIMATES, DP03, "SELECTED ECONOMIC CHARACTERISTICS."

3. Housing Characteristics

3.1 Inventory of housing stock

Housing Occupancy and Tenure In 2020, the Decennial Census reported a total of 1,583 housing units. Of this number, 1,504 (95.0%) were occupied. The owner-occupied rate was 91.3%, while only 8.7% were rented-occupied. Compared to Morris County (95.3% occupied, 69.8% owner-occupied), Boonton Township had a significantly higher homeownership rate. homeowner vacancy rate was 1.3% in the Township, slightly above Morris County (1.2%) but below the State average (1.5%). Boonton's vacancy rate was 1.5%, much lower than Morris County (5.5%) and New Jersey (5.7%), indicating strong demand for rental properties.

The Township exhibits a strong preference for homeownership, with over 91.3% of occupied housing units being owner-occupied, significantly higher than county and state levels. The rental occupancy rate (8.7%) is much lower than in Morris County (35.3%),

Table 7. Housing Occupancy and Tenure, 2020

		·			
Housing Occupancy	Estimate	%			
and Tenure					
Boonton Township					
Total housing units	1,583	100			
Occupied housing units	1,504	95.0			
Owner-occupied	1,373	91.3			
Renter-occupied	131	8.7			
Vacant housing units	79	5.0			
Homeowner vacancy rate	1.	3			
Rental vacancy rate	1.	5			
Morris County					
Total housing units	197,722	100			
Occupied housing units	188,496	95.3			
Owner-occupied	136,144	68.9			
Renter-occupied	52,352	26.5			
Vacant housing units	9,226	4.7			
Homeowner vacancy rate	1.	2			
Rental vacancy rate	5.	5			
New Jersey					
Total housing units	3,761,229	100			
Occupied housing units	3,426,102	91,1			
Owner-occupied	2,098,500	55.8			
Renter-occupied	1,327,602	35.3			
Vacant housing units	335,127	8.9			
Homeowner vacancy rate	1.	5			
Rental vacancy rate	5.7				
D					

Source: United States Census Bureau, 2020 Decennial Census, DP1, "Profile of General Population and Housing Characteristics."

suggesting a limited rental housing supply. The low homeowner and rental vacancy rates indicate

a stable and desirable housing market, with high demand for both ownership and rental properties.

Boonton Township's housing market is characterized by high homeownership, low vacancy rates, and limited rental options. Compared to the County and State, the Township maintains a strong preference for ownership, with fewer rental opportunities with lower vacancy rates, highlighting its status as a stable residential community.

Vacancy Status

Out of 1,583 total housing units, only 79 units (5%) were vacant, which indicates a high occupancy rate and a strong housing demand in the Township. Only 2 units (0.1%) were available for rent, suggesting a very tight rental market, while 18 units (1.1%) were on the market, showing a high housing turnover rate. There were 28 units (1.8%) designated for seasonal recreational, or occasional use, reflecting some presence of second homes or vacation properties. In addition, 22 units (1.4%) were classified as "other vacant," which include a variety of situations, 5 as follows:

- 1. The owner does not want to rent or sell;
- 2. The owner is elderly and living in a nursing home or with family members;
- 3. The unit is being held for the settlement of an estate;
- 4. The unit is being renovated; or
- The unit is being foreclosed.

Boonton Township's housing market is characterized by high occupancy, strong demand, and very few available rental or for-sale properties. presence of seasonal housing suggests some use of homes for recreation, but overall, the data reflects stable а with residential community limited housing availability.

Table 8. Vacancy Housing Unit Type, 2020

Vacancy Status	Count	%
Total housing units	1,583	100
Total vacant units	79	5.0
For rent	2	0.1
Rented, not occupied	4	0.3
For sale only	18	1.1
Sold, not occupied	5	0.3
For seasonal, recreational, or occasional use	28	1.8
Other vacant	22	1.4

SOURCE:

U.S. CENSUS BUREAU. (2020). PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS. DECENNIAL CENSUS, DEC DEMOGRAPHIC PROFILE, TABLE DP1.

⁵ Kresin, M. "Other" Vacant Housing Units: An Analysis from the Current Population Survey/Housing Vacancy Survey." U.S. Census Bureau, Social, Economic, and Housing Statistics Division. Retrieved from https://www.census.gov/housing/hvs/files/qtr113/PAA-poster.pdf

Units In Structure

Out of the 1,496 total housing units, 1,316 units (88%) are detached single-family homes, making this the predominant housing type. An additional 5.1% (76 units) are attached single-family homes, further emphasizing a low-density residential community. Multi-family housing is scarce, with only 10 units (0.67%) classified as 3- or 4-unit buildings. There are no 2-unit, 5- to 9-unit, or 10- to 19-unit buildings, indicating a lack of small to mid-sized apartment buildings or duplexes. Larger apartment complexes (20+units) account for 94 units, providing the only significant multi-family housing option in the Township. No mobile homes, boats, RVs, or similar alternative housing units were reported,

Table 9. Units In Structure, 2020

Units In Structure	Estimate	%
Total housing units	1,496	
1-unit, detached	1,316	88.0
1-unit, attached	76	5.1
2-units	0	0
3 or 4 units	10	0.67
5 to 9 units	0	0
10 to 19 units	0	0
20 or more	94	6.3
Mobile home	0	0
Boat, RV, van, etc.	0	0

SOURCE:

U.S. CENSUS BUREAU. (2020). UNITS IN STRUCTURE. AMERICAN COMMUNITY SURVEY, ACS 5-YEAR ESTIMATES DATA PROFILES, TABLE B25024.

showing that all housing in Boonton Township is permanent and traditionally built. The Township's housing market is heavily focused on single-family, owner-occupied homes, with minimal multifamily or rental housing available. The lack of diverse housing options may contribute to high homeownership rates and limited rental availability, reinforcing Boonton's suburban, high-income residential profile.

Year Structure Built

Table 10 outlines the age distribution of housing structures in the Township, based on 2020 ACS 5-Year Estimates. This data provides insights into the Township's housing development rends over different decades. The largest share of homes was built between 1990-1999 (18.2%), followed by homes built between 1970-1979 (16.7%), These three decades account for over 53% of all housing units, indicating significant residential expansion during this period. Homes built between 1960-1969 (12.6%), 1950-1959 (10%), and 1940-1949 (4.88%) contributed to the gradual growth of Boonton. 10.3% of homes were built prior to 1939, showcasing the presence of historical structures in the area.

Table 10. Year Structure Built

Year Structure Built	Count	%
Built 2014 or later	10	0.67
Built 2010 to 2013	30	2.0
Built 2000 to 2009	84	5.6
Built 1990 to 1999	283	18.9
Built 1980 to 1989	273	18.2
Built 1970 to 1979	251	16.7
Built 1960 to 1969	188	12.6
Built 1950 to 1959	150	10.0
Built 1940 to 1949	73	4.88
Built 1939 or earlier	154	10.3

Source:

U.S. CENSUS BUREAU. (2020). YEAR STRUCTURE BUILT. AMERICAN COMMUNITY SURVEY, ACS 5-YEAR ESTIMATES DETAILED TABLES, TABLE 625034

Housing development slowed after 2000, with only 5.6% of homes built between 2000-2009 and 2% between 2010-2013. Only 0.67% of homes were built in 2014 or later, suggesting a decline in a new housing development.

All in all, most homes were constructed between 1970 and 1999, marking a period of rapid suburban expansion. Post-2000, residential growth declined significantly, with minimal new housing added in the last decade. A notable percentage of pre-1940 homes (10.3%) reflect the Township's historical character. The sharp decline in new housing construction after 2000 suggests limited expansion or a shift toward preservation and redevelopment rather than new builds.

3.2 Costs and Value

There are numerous methods by which to view the value of Boonton's housing stock. The ACS provided counts for the following items: Selected Monthly Owner Costs (SMOC), the values of owner-occupied and renter-occupied units, and mortgage characteristics.

Selected Monthly Owner Costs

SMOC is a figure which consists of all costs associated with homeownership.6 The median monthly housing cost for homeowners with a mortgage in Boonton Township is \$3,525, which is higher than both Morris County (\$2,916) and New Jersey (\$2,476). A majority (64.6%) of homeowners pay \$3,000 or more or more per month, compared to 47% in Morris County and 32.3% statewide. Only 2.9% of homeowners pay between \$1,000-\$1,499, much lower than the state's 10%. No homeowners in the Township pay less than \$1,000 per month, whereas 2.5% of New Jersey homeowners fall within this range. Only 1.7% of homeowners in the Township pay between \$1,500-\$1,999, far below the 18.4% statewide. The median housing cost of homeowners without a mortgage is \$1,429, exceeding the county median (\$1,191) and the state median (\$1,062). 84% of homeowners without a mortgage pay \$1,000 or more per month, compared to 69.4% in Morris County and 55.8% in New Jersey, Only 2.5% of mortgage-free homeowners pay between \$400-\$599, while 6.8% of homeowners statewide fall within this range. No homes in Boonton have costs below \$600 per month, while the State has 22.1% in this range. Boonton Township is a high-cost housing market, with median monthly owner costs significantly exceeding county and state levels. The data suggests limited affordability, as most homeowners face high housing expenses, and lower-cost housing options scarce.

Table 11. Selected Monthly Owner Costs (SMOC), 2020

SMOC	Count (Boonton Twp:)	%	Count (Morris County)	- %	Count (State)	%
Housing units with a mortgage	942	100	91,505	100	1,382,654	100
Less than \$500	0	0	117	0.1	2,772	0.2
\$500 to \$999	0	0	786	0.9	34,504	2.5
\$1,000 to \$1,499	27	2.9	4,308	4.7	138,116	10.0
\$1,500 to \$1,999	16	1.7	10,696	11.7	253,824	18.4
\$2,000 to \$2,499	99	10.5	16,000	17.5	275,392	19.9
\$2,500 to \$2,999	191	20.3	16,632	18.2	231,946	16.8
\$3,000 or more	609	64.6	42,966	47.0	446,100	32.3
Median	\$3,525		\$2,916	•	\$2,476	100
Housing units without a mortgage	362	100	44,482	100	711,773	100
Less than \$250	0	0	621	1.4	14,747	2.1
\$250 to \$399	0	0	713	1.6	18,836	2.6
\$400 to \$599	9	2.5	1,440	3.2	48,655	6.8
\$600 to \$799	0	0.0	3,505	7.9	96,262	13.5
\$800 to \$999	49	13.5	7,334	16.5	136,283	19.1
\$1,000 or more	304	84.0	30,869	69.4	396,990	55.8
Median	\$1,429		\$1,191		\$1,062	

SOURCE: UNITED STATES CENSUS BUREAU, 2020 AMERICAN COMMUNITY SURVEY, 5-YEAR ESTIMATES.

⁶ According to the United States Census Bureau Glossary, "Selected monthly owner costs are calculated from the sum of payment for mortgages, real estate taxes, various insurances, utilities, fuels, mobile home costs, and condominium fees. Listing the items separately improves accuracy and provides additional detail."

Value

The median home value in Boonton is \$645,100 indicating a high-cost housing market. The majority of homes (62.3%) are valued between \$500,000 and \$999,999, while 10.7% exceed \$1 million. Only 4.1% of homes are valued below \$300,000 with no homes listed under \$200,000, reflecting a lack of affordable housing options. There are no homes valued below \$200,000, meaning entry-level homebuyers face significant cost barriers. Homes in the \$300,000-\$499,999 range make up only 22.9% of the market, further demonstrating a limited mid-range housing supply.

The median rent in Boonton is \$2,212, which is higher than both County and State averages. A majority (69.9%) of renters pay between \$2,000 and \$2,499 per month, while 9.7% pay \$3,000 or more. Furthermore, there are no rental units available below \$1,000 per month, making it difficult for low- and moderate-income renters to find affordable housing. Only 10.8% of renters pay between \$1,000 and \$1,499, reinforcing a high-cost rental market.

Both home values and rental prices are significantly above regional and state medians. The of absence homes below \$200,000 and rental units below \$1,000 suggests that Boonton Township is primarily a highincome residential community. In addition, a notable portion (10.7%) of homes exceed \$1 million, and high-end rentals are common, further emphasizing the premium nature of the housing market.

Table 12. Value of Occupied Units, 2020

Value of Occupied Units	Estimate	%
Owner-occupied units	1,304	100
Less than \$50,000	0	0
\$50,000 to \$99,000	0	0
\$100,000 to \$149,999	0	0
\$150,000 to \$199,999	0	0
\$200,00 to \$299,999	54	4.1
\$300,000 to \$499,999	299	22.9
\$500,000 to \$999,999	812	62.3
\$1,000,000 or more	139	10.7
Median (dollars)	\$645,100	
Occupied Units Paying Rent	93 100	
Less than \$500	0	0
\$500 to \$999	0	0
\$1,000 to \$1,499	10	10.8
\$1,500 to \$1,999	9	9.7
\$2,000 to \$2,499	65	69.9
\$2,500 to \$2,999	0	0
\$3,000 or more	9	9.7
Median (dollars)	\$2,212	

SOURCE

U.S. CENSUS BUREAU. (2020). SELECTED HOUSING CHARACTERISTICS. AMERICAN COMMUNITY SURVEY, ACS 5-YEAR ESTIMATES DATA PROFILES, TABLE DP04.

3.3 Housing Units Capable of Being Rehabilitated

Out of the 1,407 occupied housing units, 0 units (0%) lacked plumbing facilities, 13 units (0.9%) lacked complete kitchen facilities and one unit (0.1%) had no telephone service available according to the 2020 ACS 5-Year Estimates. Information on complete plumbing and kitchen facilities, as well as overcrowding, is significant

Table 13. Housing In Need of Rehabilitation, 2020

Facilities	Count	%
Occupied housing units	1,407	100
Lacking complete plumbing facilities	0	0
Lacking complete kitchen facilities	13	0.9
No telephone service available	1	0.1

Source:

U.S. CENSUS BUREAU, (2020). SELECTED HOUSING CHARACTERISTICS. AMERICAN COMMUNITY SURVEY, ACS 5-YEAR ESTIMATES DATA PROFILES, TABLE DP04.

because these metrics are utilized in order to calculate a municipality's "present need" or rehabilitation share. This will be discussed in more detail in the Fair Share Plan below.

3.4 Projection of Housing Stock

Since 2004, there have been 127 housing units that have received certificates of occupancy, according to the New Jersey Department of Community Affairs (DCA) Construction Reporter. Of these certifications, 77.2 percent were issued for 1- and 2-family homes, and 22.8 percent were issued to units in multi-family developments.

Housing Projects Through 2025

The Township of Boonton Planning Board did not approve any projects in 2023 or 2024 that generated new affordable housing units.

Lands Available for New Construction and Redevelopment

The potential large-scale for new development in the Township is restricted by a lack of developable land due to most of the Borough already being built out or utility constraints. The Highlands Planning Area covers the majority of the Township, with the exception of a small portion of land within the Highlands Preservation Area the northwestern portion of the municipality. The

Table 14. Housing Units Certified, 2004 - 2024

	1&2 Family	Multi	Mixed- use	Total
2004	7	0	0	7
2005	4	16	0	20
2006	15	13	0	28
2007	9	0	0	9
2008	5	0	0	5
2009	2	0	0	2
2010	3	0	0	3
2011	6	0	0	6
2012	6	0	0	6
2013	4	0	0	4
2014	1	0	0	1
2015	7	0	0	7
2016	5	0	0	5
2017	6	0	0	6
2018	6	0	0	6
2019	· 1	0	0	1
2020	2	00	0	2
2021	1	0	0	1
2 02 2	2	0	0	2
2023	4	0	0	4
Dec. 2024 YTD	2	0	0	2
Total	98	29	0	127

Source: New Jersey Department of Community Affairs, Housing Units Certified, 2004 - 2024

Highlands Planning Area, promotes development, however many of the developable lots greater than one acre are either largely built-out and/or there is a lack of sewer and water infrastructure to support new development.

The municipality should also continue to support the rehabilitation of the existing housing stock for affordable housing opportunities by continuing its participation in using Community Block Grants and other funding sources to achieve this.

Utility Constraints

The MLUL requires that a Housing Element include consideration of the lands that are most appropriate for construction of low- and moderate-income housing. As part of the Highlands Regional Master Plan Conformance, Boonton Township completed a Municipal Build-Out Report in 2010. This report included a Limiting Factor Analysis to examine three categories of constraints to consider on developable land: Land Based Capacity⁷, Resource Based Capacity⁸, and Utility Based Capacity⁹. The results of this analysis are identified in the table below.

Table 15. Municipal Build-Out Results, 2009

Municipal Build-out R		and Utility Constrain	
	Preservation Area	Planning Area	Total
Residential Units – Sewered	0	0	0
Septic System Yield	0	34	34
Total Residential Units	0	34	34
Non-Residential Jobs - Sewered	0	57	57

Source: NJ HIGHLANDS WATER PROTECTION AND PLANNING COUNCIL, BOONTON TOWNSHIP MUNICIPAL BUILD-OUT REPORT, JULY 2015.

Residential Zones

The development of future housing stock is influenced by many factors, including availability of necessary infrastructure, such as sewer and water, zoning regulations, and environmental resource constraints.

Boonton Township is situated in both the Highlands Preservation and Planning Areas. Similarly, the New Jersey SDRP identifies the Township within Planning Area 5 (PA 5), the Environmentally Sensitive Planning Area. Of Boonton's 5,196.8 acres, approximately 22.4% of these lands (1,166 acres) are preserved.

Table 16. Boonton Township Preserved Land

Preserved Land Category	Acres	%
Total Preserved Lands	1,166	100
Preserved Farmland	50	4.3
Highlands TDR-Preserved	0	0
Preserved Open Space		
Federal	0	0
State	30	2.6
County	338	29
Municipal	460	39.5
Non-Profit/Private	288	24.7
Water Supply Watershed Lands	0	0
Conservation Easements (where known)	0	0

⁷ Potential developed lands.

⁸ Septic system yield and net water availability.

⁹ Public water and wastewater.

Source: NJ Highlands water protection and Planning Council, Boonton Township, Highlands Environmental Resource Inventory for Boonton Township, July 2015.

Preservation Area conformance was approved by the Highlands Council on April 16, 2015. Additionally, the Township is located within several New Jersey State Development and Redevelopment Plan (SDRP) Planning Areas. The majority of the Township is within Planning Area 5 (PA 5), the Environmentally Sensitive Planning Area. There is also a small area along the southern municipal border with Denville Township and Mountain Lakes Borough that falls under the Park Planning Area. The majority of the Township and Mountain Lakes Borough that falls under the Park Planning Area.

R-261 Residence District

The R-261 in Boonton Township is a low-density residential district requiring a minimum lot size of 261,360 square feet (6 acres) to preserve the area's rural character, protect open spaces, and minimize environmental impact. The zoning helps manage infrastructure demands by limiting development density and reducing strain on roads, the water supply, and sewage systems. It also supports agricultural and equestrian activities as conditional uses, provided they meet specific requirements. By maintaining larger lot sizes, the R-261 District ensures sustainable growth while preserving the Township's natural and scenic landscapes.

R-81 Residence District

The R-81 District is a residential district that mandates a minimum lot size of 81,000 square feet (1.86 acres) for single-family dwellings. The zoning regulation aims to balance residential development with the preservation of the Township's semi-rural character. By enforcing larger lot sizes, the R-81 District helps maintain open spaces, reduce housing density, and minimize environmental impacts. This approach ensures that new developments are in harmony with existing neighborhoods, supports sustainable growth, and protects the natural landscape that defines the Township.

R-40 Residence District

The R-40 District is a residential district that requires a minimum lot size of 40,000 square feet (0.92 acres) for single-family dwellings. This zoning regulation aims to balance residential development with the preservation of the Township's rural character. It ensures that new development aligns with existing neighborhoods, supports sustainable growth, and protects the natural landscape of the area.

R-30 Residence District

The R-30 District is a residential district that requires a minimum lot size of 30,000 square feet (0.69 acres) for single-family homes. This zoning regulation is intended to preserve the Township's semi-rural character. By enforcing these lot size requirements, Boonton ensures that new development blends harmoniously with existing neighborhoods, preventing overcrowding while supporting growth.

¹⁰ The PA 5 Planning Area (Environmentally Sensitive Planning Area) in the SDRP consists of lands with critical environmental features, such as wetlands, forests, and habitats. Development is highly restricted to protect ecological integrity, with strict land use controls and limited infrastructure expansion to prevent environmental degradation.

¹¹ The Park Planning Area in the SDRP consists of lands designated for recreation, conservation, and open space preservation, development is highly restricted, focusing on maintaining natural resources, wildlife habitats, and public access to parks while limiting infrastructure expansion.

R-20 Residence District

The R-20 District is a residential district that requires a minimum lot size of 20,000 square feet (0.46 acres) for single-family residences. This zoning regulation is intended to support moderate-density residential development while ensuring a balance between growth and the Township's natural environment. The district also promotes responsible land use planning, ensuring that new housing developments integrate well with the surrounding community while minimizing strain on public infrastructure and resources.

R-1A Residence District

The R-1A District establishes a minimum lot size of 20 acres for townhouses and apartments. This zoning designation is intended to accommodate moderate-density residential development at 4.5 dwelling units per acre while maintaining the Township's suburban character. It provides a balance between growth and the preservation of community aesthetics by ensuring that new construction is consistent with surrounding properties. Additionally, the R-1A District supports smart land use planning, ensuring that residential expansion aligns with the Township's long-term vision of sustainable and orderly development.

R-1B Residence District

The R-1B District establishes a minimum lot size of 20 acres for townhouses and apartments. This zoning designation is intended to accommodate moderate-density residential development at 6.5 dwelling units per acre while maintaining the Township's suburban character. In addition, the R-1B District supports smart land use planning, ensuring that residential expansion aligns with the Township's long-term vision of sustainable and orderly development.

R-ASH Residence District

The R-ASH (Assisted Senior Housing) District mandates a minimum lot area of 5 acres. This District is designated to accommodate housing facilities tailored to senior citizens, including congregate housing, intermediate care, and nursing homes. A maximum density of 12 beds or 12 dwelling units per acre or a combination of beds/dwelling units not to exceed 12 beds/dwelling units per acre for intermediate care facilities; or 12 beds for nursing homes, is permitted. The district aims to address the specific housing and care requirements of the elderly population, ensuring they have access to appropriate residential options within the community. By establishing this zone, Boonton seeks to provide a supportive living environment for seniors, enhancing their quality of life while integrating these facilities into the community.

Multigenerational Housing

P.L. 2021, c. 273 established the Multigenerational Family Housing Continuity Commission (the Commission) and assigned the Commission the responsibility of preparing and adopting, "...recommendations on how State government, local government, community organizations, private entities, and community members may most effectively advance the goal of enabling senior citizens to reside at the homes of their extended families, thereby preserving and enhancing multigenerational family continuity, through the modification of State and local laws and policies in the areas of housing, land use planning, parking and streetscape planning, and other relevant areas" (N.J.S.A. 52:27D-329.20f[1]). Municipalities are now required to provide an analysis of the extent to which local ordinances advance or detract from these recommendations. At the time this Housing Element and Fair Share Plan is being prepared, no such recommendations have been published by the Commission.

4. Fair Share Plan

4.1 Plan Purpose and Goals

This Fair Share Plan will describe specific projects, programs, strategies and funding sources to meet the Township's affordable housing obligation, while also complying with the Fair Housing Act, relevant affordable housing regulations and Directive #14-24. The overriding goal of this Plan is to provide a framework for the Township of Boonton to take affirmative steps towards providing a realistic opportunity to achieve its fair share of the present and prospective regional need for low and moderate-income housing.

4.2 Determination of Housing Need

On October 18, 2024, NJDCA published local and regional affordable housing obligations pursuant to P.L.2024, c.2. proposing that Boonton Township has a Fourth Round present need, or rehabilitation, obligation of **4 units** and a prospective need of **81 units**. On January 27, 2025, the Township Committee adopted Resolution 25-60 accepting the obligations as proposed by NJDCA. On January 29, 2025, the Township filed a Declaratory Judgment action requesting certification of the Township's Housing Element and Fair Share Plan proposed to be submitted to the Dispute Resolution Program by June 30, 2025. No timely challenge or objection was filed with respect to the Township's Fourth Round Present Need and Prospective Need Obligations. Therefore, in accordance with N.J.S.A. 52:27D-304.1f of FHA-2, the Township's Fourth Round Present Need Obligation is established as **4 units** and the Township's Fourth Round Prospective Need is established as **81 units**.

Prior Round Obligation

The Township received a Judgment of Compliance in litigation with "Brae Loch" in November 1986, which expired on November 17, 1992. Jurisdiction over the Township's affordable housing compliance was transferred to COAH on November 18, 1992, which then granted Boonton Township interim substantive certification on August 4, 1993. Boonton adopted a Second Round Housing Element and Fair Share Plan on May 7, 1996 and received Second Round substantive certification on September 4, 1996, which expired on December 20, 2005. Boonton Township then adopted a Third Round Plan on September 9, 2009; however, the Township's submission was delayed due to determination of impacts from the Highlands Regional Master Plan. Consequently, the Township's Third Round Plan was not reviewed by COAH and did not receive substantive certification.

The Township addressed its Prior Round obligation of 20 units as follows:

Table 17. Prior Round Mechanisms and Credits

Mechanism	Units/Credits
Brae Loch (Family for Sale)	15
Victoria Mews (Assisted Living)	5
Total Prior Round	20

Third Round Prospective Need (1999-2025)

The Township had a Third Round prospective need of 119 units. The Township addressed this prospective need with existing affordable for-sale family and age-restricted rental units, inclusionary zoning permitting age-restricted housing, and a proposed 100% affordable family rental housing development. The Township proposed to address these obligations as follows:

Table 18. Boonton Township Third Round Mechanisms and Credits

Mechanism	Units/Credits
Victoria Mews (Assisted Living)	15
Brae Loch (Family For Sale)	9
Barrister, RB Zone, Lot 2, Block 40702 (Family Rental)	8
Bonus Credits	8
Subtotal	40
Durationally Adjusted Need Carryover to Round 4	79
Total Units	119

The Township adopted the ordinances for the development of affordable housing through inclusionary zoning on the Barrister RB Zone site. The Barrister Development was originally proposed as a senior development and was amended to a multi-family project. The project was approved and is under construction, providing eight (8) family rental units with eight (8) bonus credits. Similarly, Victoria Mews and Brae Loch are both complete. Therefore, all Round 3 mechanisms listed above are either construction or under construction.

The Township proposed to address its durationally adjusted need of 87 units as follows:

Boonton Township owns property located at Block 40501, Lot 1.03 called the North Main Street/Oak Road Tract, which is approximately 37 acres. The property was previously located in the sewer service area; however, it was removed in 2013. The Township filed a Wastewater Management Plan Amendment with the NJDEP to have a portion of the property returned to the sewer service area for use as a 100 percent affordable family rental site. The site is proposed to include 60 affordable rental units. The Township is currently in the process of seeking the Wastewater Management Plan Amendment and identifying potential developers for the site. The Township will provide zoning for this site which will be adopted upon inclusion in the sewer service area. The Township could receive up to 29 units in bonus credits for family rental housing, totaling 89 credits. Therefore, the entire Third Round Prospective Need would be addressed.

Fourth Round Obligation (2025-2035)

Boonton Township has a Fourth Round present need, or rehabilitation, obligation of **4 units** and a prospective need of **81 units**. There is also a 79-unit carryover obligation from Round 3 which remains the subject of a durational adjustment.

Table 19. Boonton Township Fourth Round Affordable Housing Obligations

Fourth Round Affordable Housing Obligation	
Third Round Carryover	79 units
Fourth Round Prospective Need	81 units
Prospective Need Obligation	160 units
Present Need Obligation	4 units

Distribution of Obligation

The Township proposes to meet the minimum and maximum requirements for senior, family units and rental units for the Fourth Round in accordance with FHA-2 as shown below.

Table 20. Boonton Township Fourth Round Obligation by Unit Type (Micro-requirements)

Requirement	Number of Units (Based on 160 Unit obligation)
Maximum 30% Senior Units	Maximum 48 Units Age-Restricted
Minimum 50% Family Housing	Minimum 80 Units Family
Minimum 25% Rental	Minimum 40 Units Rental
(Min. 50% Family Rental)	Minimum 20 Units Family Rental
Minimum 50% for Low Income	Minimum 80 Units Low Income
Minimum 13% for Very Low Income	Minimum 21 Units Very Low Income
Maximum 25% Bonus Credits	Maximum 40 Bonus Credits

4.3 Lands Available for New Construction and Redevelopment

Vacant Land Adjustment

Pursuant to N.J.S.A. 52:27D-310.1 and N.J.A.C. 5:93-4.2, Boonton Township has conducted an analysis of vacant land available for affordable housing purposes. The Township did not apply a vacant land adjustment to its Third Round obligation; however, the Township has not only become almost entirely built-out due to development but also due to environmentally constrained lands. The following is the methodology utilized for this Fourth Round vacant land analysis.

Properties with the following property classes were selected:

- 1. 1 Vacant
- 2. 3A and 3B Farmland
- 3. 15A Public School Property
- 4. 15C Public Property
- 5. Properties without a property class associated in the MODIV data

Properties, or portions of properties, were excluded from being potentially developable based on a review of the following constraints:

- 1. Wetlands and associated buffers
- 2. FEMA Special Flood Hazard Areas

- 3. Steep slopes > 20%
- 4. Category 1 Waterways/Riparian Areas
- Critical Wildlife Habitats (land was excluded only if also outside of the existing Sewer Service Area)
- 6. Deed Restrictions & Conservation Easements (Review of Borough Tax Maps)
- 7. Properties listed on the State or National Historic Registers
- 8. Preserved Farmland
- 9. Preserved Open Space
- 10. Properties with dedicated municipal uses
- 11. Existing Inclusionary Overlay Zones
- 12. Properties with site plan approval

After environmental constraints applied, properties were further removed/refined based on accessibility to the developable portion of the site. One (1) parcel was identified as potentially developable. Boonton Township's RDP is four (4) units, resulting in an unmet need of 77 units for the Fourth Round plus the 79-unit carryover from the Third Round for a total unmet need of 156 units.

Table 21. Boonton Township Vacant Land Adjustment

Block Lot Developable Density Acres	RDP
41205 31.01 2.23 8	3.6
Total RDP	4 units
Fourth Round Prospective Need	81 units
Unmet Need Fourth Round	77 units
Third Round Carryover	79 units
Total Unmet Need	156 Units

Lack of Water and Sewer

According to N.J.A.C 5:93-4.3, if a community has insufficient water and /or sewer to support inclusionary development, it may seek a durational adjustment. The Township seeks a durational adjustment for the unmet need portion of the RDP, 156 units, given that the Township continues to propose Block 40501, Lot 1.03 called the North Main Street/Oak Road Tract, which is approximately 37 acres and the parcel is not located in the sewer service area. The Township has applied to the NJDEP for a Wastewater Management Plan amendment. To the extent that the proposed 3.25 acres of this parcel is brought into the sewer service area, the Township would pursue a 100% Affordable Housing development at the site including 60 or more units affordable units. The property is owned by Boonton Township.

Township of Boonton Housing Element and Fair Share Plan - Fourth Round 2025-2035

4.4 Proposed Mechanisms

On October 18, 2024, New Jersey Department of Community Affairs (NJDCA) published local and regional affordable housing obligations pursuant to P.L.2024, c.2. proposing that Boonton Township has a Fourth Round present need, or rehabilitation, obligation of **four (4) units** and a prospective need of **81 units**. On January 27, 2025, the Township Committee adopted Resolution 25-60 accepting the obligations as proposed by NJDCA. On January 29, 2025, the Township filed a Declaratory Judgment action requesting certification of the Township's Housing Element and Fair Share Plan proposed to be submitted to the Dispute Resolution Program by June 30, 2025. The Township's carryover durationally adjusted need from Round 3 was 79 units. The total Round 4 obligation is 160 units.

The Township conducted a vacant land adjustment pursuant to <u>N.J.S.A.</u> 52:27D-310.1 and <u>N.J.A.C.</u> 5:93-4.2, which resulted in an RDP of four (4) units. The Township also proposes a durational adjustment pursuant to <u>N.J.A.C.</u> 5:93-4.3 for a lack of water and sewer for any unmet need not able to be addressed during the Round Four period (2025-2035).

The Township proposes extension of expiring controls, inclusionary zoning and a 100% affordable housing project to meet the RDP and address unmet need as outlined below:

Extension of Expiring Controls - Brae Loch Family for Sale Development

Brae Loch is an inclusionary townhouse development in Boonton Township that was completed between 1996 and 1998. The development included 24 affordable townhouses that are owner-occupied units. The 30-year deed restrictions are set to expire between 2026 and 2028. The Township is seeking to extend the expiring controls on these units pursuant to N.J.S.A. 52:27D-311, N.J.S.A. 52:27D-321f of FHA-2 and Housing and Mortgage Finance Agency's Housing Affordability Control regulations at N.J.A.C. 5:80-26.1 et seq. ('UHAC")

Inclusionary Zoning/Redevelopment - RB Zone

The Retail Business (RB) Zone, contains two properties, one being recently approved for development as the Barrister Inclusionary Development and the second being 100 Powerville Road, Block 40702, Lot 1.01, which is 1.95 acres and is developed with a commercial building that was formerly a bank. The RB Zone was amended to include a mixed-income multi-family housing use as a conditionally permitted use at a density of 15 dwelling units per acre with a 20 percent set-aside for low- and moderate-income units. A development on the site has the potential to yield six (6) affordable units.

This zone meets the requirements of N.J.S.A. 52:27D-310.1, which requires municipalities seeking a vacant land adjustment to adopt zoning for 25 percent of its adjusted prospective need. The adjusted prospective need, or RDP, is four (4) units. The adjusted prospective need for redevelopment is one (1) unit. The total required number of units to be addressed is five (5) units. The proposed zoning for six (6) affordable units, exceeds the requirement of this section.

Township of Boonton Housing Element and Fair Share Plan - Fourth Round 2025-2035

Table 22. Boonton Township Site Suitability Analysis - RB Zone

Site Suitability Criteria	Complies? (Y/N)	Notes
Clear title/free of encumbrances	Υ	No title issues, privately owned former bank
Compatibility with Surrounding Land Uses	Y	Multi-family use adjacent and surrounding low density residential and commercial
Approvable as a residential development by all agencies with jurisdiction	Y	Yes, existing developed site with no constraints
Available Infrastructure – water, sewer, utilities, roads	Y	Yes, sewer/water and roadway access available – unmet need site

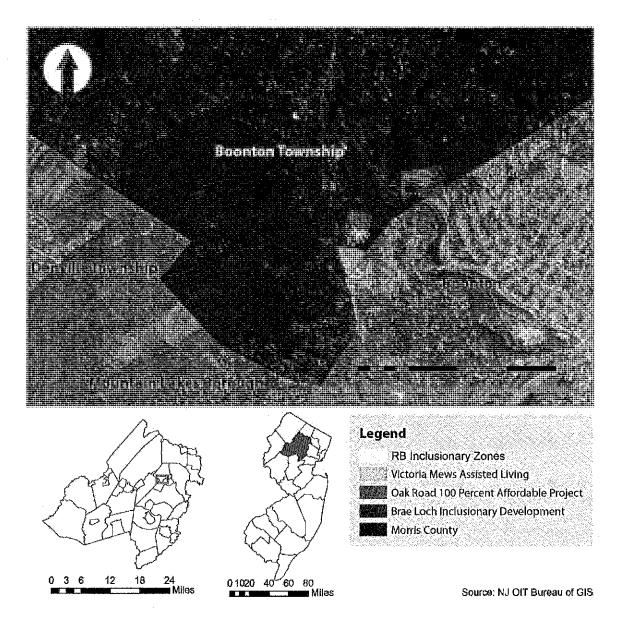
Municipally Sponsored/100 Percent Affordable

Boonton Township owns property located at Block 40501, Lot 1.03 called the North Main Street/Oak Road Tract, which is approximately 37 acres. The property was previously located in the sewer service area; however, it was removed in 2013. The Township filed a Wastewater Management Plan Amendment with the NJDEP to have a portion of the property returned to the sewer service area for use as a 100 percent affordable family rental site. The site is proposed to include 60 affordable rental units. The Township is currently in the process of seeking the Wastewater Management Plan Amendment and identifying potential developers for the site. The Township will provide zoning for this site which will be adopted upon inclusion in the sewer service area. The Township proposes at least 60 units on the site to address unmet need.

Table 23. Boonton Township Site Suitability Analysis - RB Zone

Site Suitability Criteria Clear title/free of encumbrances		Notes No title issues, owned by Boonton Township
Compatibility with Surrounding Land Uses	Y	Surrounded by residential uses
Approvable as a residential development by all agencies with jurisdiction	Y	Some constraints, application in to NJDEP to bring in unconstrained area into sewer service area
Available Infrastructure – water, sewer, utilities, roads	Y/N	Roadway access available- pending water and sewer availability – durationally adjusted site / unmet need site

Township of Boonton Housing Element and Fair Share Plan – Fourth Round 2025-2035



Rehabilitation Program

The Township of Boonton proposes to address its rehabilitation obligation of four (4) units through participation in the Morris County Rehabilitation Program. According to N.J.A.C. 5:93-5.2, the purpose of a rehabilitation program is to rehabilitate substandard housing units occupied by low-and moderate-income households. A substandard housing unit is defined as a unit with health and safety code violations that require the repair or replacement of a major system, including weatherization, a roof, plumbing, heating, electricity, sanitary plumbing (including septic systems) and/or a load bearing structural system. Upon rehabilitation, housing deficiencies must be corrected and the house must be brought up to code standard.

Township of Boonton Housing Element and Fair Share Plan – Fourth Round 2025-2035

Round 4 Summary Table

Table 24. Fourth Round Mechanisms and Credits

	y of Fourth Round Fair Share P ship of Boonton, Morris County	TO LEDGE MERCHANISM THE		
Project Name	Туре	Units	Bonuses	Total Credits
Fourth Round		1		
Proposed Mechanisms				
Extension of Expiring Controls	Brae Loch Family for Sale	24		24
	otal Extensions of Expiring Controls	24	0	24
Durationally Adjusted Mechanisms/Ur				
Inclusionary Zoning (Redevelopment	Potential)			
RB Zone – Lot 1.01, Block 40702	Family Rental	6	3**	9
теритерите на поделения на предестивности на образования на предостивности на образования на	Total Inclusionary	6	3	9
100% Affordable				
N. Main Street/Oak Road Site	Family Rental	60	37***	97
77-27 197 197 197 197 197 197 197 197 197 19	Total 100% Affordable	60	37	97
·				
	Fourth Round Fa	r Shara	Plan Total	130
	Touritt Round La	ii Ollaic	RDP Met	4
	RDP (Re	develor	ment) Met	1
			Need Met	126
	Rema	ining U	nmet Need	30
	Fourth Round Su	mmary	Obligation	160
	Maximum Seni			0
	Minimum Family Housin			130
	Minimum Rent			94
	Minimum Family Rental – 50% o			94
*0 F and the !!	Maximum Bonus Credi			40
	es if the Township contributes funding to			
U.S DONUS CO	edit for redevelopment of retail, office or wailable for municipally sponsored 100%	offerday.	ola recipete	
0.5 bonus credit a	wanable for multicipally spotsored 100%	anordal	ne brojects	th and the contract of the special of the special state of the special s
Morris County Rehabilitation	Proposed Rehabilitations	4	0	4
Program	Fourth Round Rehabilitation/F	resent l	Need Total	4

Appendix A – Resolutions

RESOLUTION PLANNING BOARD TOWNSHIP OF BOONTON ADOPTING A HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2 which amended various provisions of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq. ("Amended FHA"); and

WHEREAS, the Amended FHA sets forth that the Fourth Round period of affordable housing obligations shall run from July 1, 2025 through June 30, 2035 ("Fourth Round" or "Round Four"); and

WHEREAS, the Amended FHA requires, among other things, that municipalities prepare and adopt a Housing Element & Fair Share Plan on or before June 30, 2025; and

WHEREAS, as a result of the passage of the Amended FHA, the Board has determined to adopt a Fourth Round Housing Element & Fair Share Plan for the Township of Boonton; and

WHEREAS, the Township Planner has prepared a Housing Element & Fair Share Plan which have been reviewed by the Board; and

WHEREAS, the Planning Board of the Township of Boonton held a public hearing on the Housing Element & Fair Share Plan on May 5, 2025, for which the required public notice was duly provided pursuant to N.J.S.A. 40:55D-13; and

WHEREAS, the Board has determined that the Housing Element & Fair Share Plan is consistent with the goals and objectives of the municipal Master Plan and the implementation of same is in the public interest and promotes the general welfare; and

WHEREAS, by this Resolution, the Board hereby approves the Fourth Round Housing Element and Fair Share Plan.

NOW THEREFORE, BE IT RESOLVED, by the Planning Board of the Township of Boonton, Morris County, New Jersey, that the Board hereby adopts the 2025 Fourth Round Housing Element & Fair Share Plan for the Township of Boonton, dated May 2025, prepared by J. Caldwell & Associates, LLC, which is attached hereto and incorporated herein. The Board Secretary is hereby directed to send a copy of the Housing Element & Fair Share Plan, and this Resolution, to the Morris County Planning Board and the Municipal Clerk of each municipality adjoining the Township of Boonton.

Offered by:	<u> V. W</u>	atthus.
Seconded by	BH	CU Ca America de la companio del companio del companio de la companio del la companio de la companio del la companio de la companio del la companio de la companio del la companio dela companio del la companio del la companio del la companio del la
Vote:	91-0	november allementer die der de leiter og de seine de leiter de leiter de leiter anders de leiter
Dated:	May	53525

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BOONTON TOWNSHIP PLANNING BOARD

Ronald W. Quade. Chairman

Maureen D. Como. Secretary

I hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township of Boonton Planning Board at a meeting held on May 5, 2025.

Maureen D\ Como, Secretary

Appendix B – Ordinances

Township of Boonton, NJ § 102-195.1

§ 102-195.2

ARTICLE XXXIIIA Affordable Housing [Added 4-24-2018 by Ord. No. 865]

§ 102-195.1. Affordable housing obligation.

- A. This article is intended to assure that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy these units. This article shall apply except where inconsistent with applicable law.
- B. The Township of Boonton Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. and a settlement agreement dated November 13, 2017, between the Fair Share Housing Center and the Township of Boonton, which settlement agreement was approved by the Superior Court of New Jersey, Morris County, by order of Judge Maryann L. Nergaard, dated January 31, 2018. The Fair Share Plan has been endorsed by the governing body. The Fair Share Plan describes the manner in which the Township of Boonton shall address its fair share for low- and moderate-income housing as determined by the settlement agreement and documented in the Housing Element.
- C. This article implements and incorporates the Fair Share Plan and addresses the requirements of N.J.A.C. 5:93, as may be amended and supplemented, as well as the settlement agreement.

§ 102-195.2. Definitions.

The following terms, when used in this article, shall have the meanings given in this section:

ACT — The Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

ADAPTABLE — Constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT — The entity responsible for the administration of affordable units in accordance with this article, N.J.A.C. 5:96, N.J.A.C. 5:93 and N.J.A.C. 5:80-26.1 et seq.

AFFIRMATIVE MARKETING — A regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

AFFORDABILITY AVERAGE — The average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE — A sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:93-7.4; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

AFFORDABLE DEVELOPMENT — A housing development, all or a portion of which consists of restricted units.

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AFFORDABLE HOUSING DEVELOPMENT — A development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

AFFORDABLE HOUSING PROGRAM(S) — Any mechanism in a municipal fair share plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE UNIT — A housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable housing trust fund.

AGE-RESTRICTED UNIT — A housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that:

- A. All the residents of the development where the unit is situated are 62 years or older; or
- B. At least 80% of the units are occupied by one person that is 55 years or older, or
- C. The development has been designated by the Secretary of the United States Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

AGENCY — The New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

ALTERNATIVE LIVING ARRANGEMENT — A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

ASSISTED LIVING RESIDENCE — A facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

CERTIFIED HOUSEHOLD — A household that has been certified by an administrative agent as a low-income household or moderate-income household.

COAH — The Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

COURT — The Superior Court of the State of New Jersey with jurisdiction over the Township of Boonton's Housing Element and Fair Share Plan.

DCA — The State of New Jersey Department of Community Affairs.

DEFICIENT HOUSING UNIT — A housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load-bearing structural systems.

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DEVELOPER — Any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development, including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT — The division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

INCLUSIONARY DEVELOPMENT — A development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a nonresidential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

LOW-INCOME HOUSEHOLD — A household with a total gross annual household income equal to 50% or less of the median household income.

LOW-INCOME UNIT — A restricted unit that is affordable to a low-income household.

MAJOR SYSTEM — The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load-bearing structural systems.

MARKET-RATE UNITS — Housing not restricted to low- and moderate-income households that may sell or rent at any price.

MEDIAN INCOME — The median income by household size for the applicable county, as adopted annually by COAH or a successor entity approved by the court.

MODERATE-INCOME HOUSEHOLD — A household with a total gross annual household income in excess of 50% but less than 80% of the median household income.

MODERATE-INCOME UNIT — A restricted unit that is affordable to a moderate-income household.

NONEXEMPT SALE — Any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a Class A beneficiary and the transfer of ownership by court order.

RANDOM SELECTION PROCESS — A process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

REGIONAL ASSET LIMIT — The maximum housing value in each housing region affordable to a four-person household with an income at 80% of the regional median as defined by COAH's adopted Regional Income Limits published annually by COAH.

REHABILITATION — The repair, renovation, alteration or reconstruction of any building or

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structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

RENT — The gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

RESTRICTED UNIT — A dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

SETTLEMENT AGREEMENT — The agreement dated November 13, 2017, between the Township of Boonton and the Fair Share Housing Center.

UHAC — The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

VERY-LOW-INCOME HOUSEHOLD — A household with a total gross annual household income equal to 30% or less of the median household income.

VERY-LOW-INCOME UNIT — A restricted unit that is affordable to a very-low-income household.

WEATHERIZATION — Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

§ 102-195.3. Affordable housing programs.

- A. The Township of Boonton has determined that it will use the following mechanisms to satisfy its affordable housing obligations:
 - (1) A municipally sponsored 100% affordable housing development.
 - (2) New inclusionary construction.
 - (3) Assisted living residence.
- B. All affordable housing developments, including those intended to be funded through federal low-income housing tax credit programs, shall be deed restricted to comply with COAH and UHAC rules pertaining to the income and bedroom distributions of the units.

§ 102-195.4. Inclusionary zoning.

- A. Rental units. In municipally sponsored 100% affordable developments, all affordable units shall be family rental units.
- B. Phasing. In inclusionary developments the following schedule shall be followed:

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	Minimum Percentage of Low- and Moderate-Income Units Completed
25%	0%
25% + 1	10%
50%	50%
75%	75%
90%	100%

§ 102-195.5. New construction.

The following general guidelines apply to all newly constructed developments that contain lowand moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

- A. Low/moderate split and bedroom distribution of affordable housing units.
 - (1) The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit. At least 13% of all restricted units shall be very-low-income units (affordable to a household earning 30% or less of median income). The very-low-income units shall be counted as part of the required number of low-income units within the development.
 - (2) In each affordable development, at least 50% of the restricted units within each bedroom distribution shall be low-income units.
 - (3) Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - (a) The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total low- and moderate-income units;
 - (b) At least 30% of all low- and moderate-income units shall be two-bedroom units;
 - (c) At least 20% of all low- and moderate-income units shall be three-bedroom units; and
 - (d) The remaining units may be allocated among two- and three-bedroom units at the discretion of the developer.
 - (4) Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.
- B. Accessibility requirements.

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(1) The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

- (2) All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - (a) An adaptable toilet and bathing facility on the first floor;
 - (b) An adaptable kitchen on the first floor;
 - (c) An interior accessible route of travel on the first floor;
 - (d) An interior accessible route of travel shall not be required between stories within an individual unit;
 - (e) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - (f) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the Township of Boonton has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
 - [1] Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - [2] To this end, the builder of restricted units shall deposit funds within the Township of Boonton's Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
 - [3] The funds deposited under Subsection B(2)(f)[2] above shall be used by the Township of Boonton for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - [4] The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the Township of Boonton.
 - [5] Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township of Boonton's affordable housing trust fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.

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[6] Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-77.

C. Design.

- (1) In inclusionary developments, to the extent possible, low- and moderate- income units shall be integrated with the market units.
- (2) In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

D. Maximum rents and sales prices.

- (1) In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and in COAH, utilizing the regional income limits established by COAH or a successor entity.
- (2) The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52% of median income.
- (3) The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13% of all low- and moderate-income rental units shall be affordable to very-low-income households, earning 30% or less of the regional median household income.
- (4) The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an affordability average of 55% for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.
- (5) In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:
 - (a) A studio shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one-and-one-half-person household;
 - (c) A two-bedroom unit shall be affordable to a three-person household;
 - (d) A three-bedroom unit shall be affordable to a four-and-one-half-person household; and

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- (e) A four-bedroom unit shall be affordable to a six-person household.
- (6) In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:
 - (a) A studio shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one-and-one-half-person household; and
 - (c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- (7) The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- (8) The initial rent for a restricted rental unit shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- (9) 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.
- (10) The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed 9% in any one year. Rents for units constructed pursuant to low-income housing tax credit regulations shall be indexed pursuant to the regulations governing low-income housing tax credits.
- (11) Utilities. Affordable units shall utilize the same type of heating source as market units within an inclusionary development. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

§ 102-195.6. Applicability.

The following general guidelines apply to all developments that contain low- and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

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§ 102-195.7. Affirmative marketing requirements.

- A. The Township of Boonton shall adopt by resolution an affirmative marketing plan, subject to approval of the court, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- B. The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is 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 COAH Housing Region II and covers the period of deed restriction.
- C. The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region II comprised of Morris, Union, Essex and Warren Counties.
- D. The administrative agent designated by the Township of Boonton shall assure the affirmative marketing of all affordable units consistent with the affirmative marketing plan for the municipality.
- E. In implementing the affirmative marketing plan, the administrative agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- F. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- G. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Township of Boonton.

§ 102-195.8. Occupancy standards.

In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the administrative agent shall strive to:

- A. Provide an occupant for each bedroom;
- B. Provide children of different sex with separate bedrooms;
- C. Provide separate bedrooms for parents and children; and
- D. Prevent more than two persons from occupying a single bedroom.

§ 102-195.9. Control periods for restricted ownership units; enforcement mechanisms.

A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5,

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as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this article until the Township of Boonton elects to release the unit from such requirements; however, and prior to such an election, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for a period of at least 30 years.

- B. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- C. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the administrative agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value.
- D. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the administrative agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first nonexempt sale after the unit's release from the requirements of this article, an amount equal to the difference between the unit's nonrestricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
- E. The affordability controls set forth in this article shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- F. A restricted ownership unit shall be required to obtain a continuing certificate of occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

§ 102-195.10. Price restrictions for restricted ownership units, homeowner association fees and resale prices.

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

- A. The initial purchase price for a restricted ownership unit shall be approved by the administrative agent.
- B. The administrative agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- C. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
- D. The owners of restricted ownership units may apply to the administrative agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

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§ 102-195.11. Buyer income eligibility.

- A. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80% of median income.
- B. Notwithstanding the foregoing, however, the administrative agent may, upon approval by the Township Council, and subject to the court's approval, permit moderate-income purchasers to buy low-income units in housing markets if the administrative agent determines that there is an insufficient number of eligible low-income purchasers to permit prompt occupancy of the units. All such low-income units to be sold to moderate-income households shall retain the required pricing and pricing restrictions for low-income units.
- C. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the administrative agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
- D. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33% of the household's certified monthly income.

§ 102-195.12. Limitations on indebtedness secured by ownership unit; subordination.

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
- B. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C. 5:80-26.6(b).

§ 102-195.13. Control periods for restricted rental units.

A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this article until the Township of Boonton elects to release the unit from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, and prior to such an election, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.

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- B. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Morris. The deed shall also identify each affordable unit by apartment number and/or address and whether that unit is designated as a very-low-, low- or moderate-income unit. Neither the unit nor its affordability designation shall change throughout the term of the deed restriction. A copy of the filed document shall be provided to the administrative agent within 30 days of the receipt of a certificate of occupancy.
- C. A restricted rental unit shall remain subject to the affordability controls of this article, despite the occurrence of any of the following events:
 - (1) Sublease or assignment of the lease of the unit;
 - (2) Sale or other voluntary transfer of the ownership of the unit; or
 - (3) The entry and enforcement of any judgment of foreclosure on the property containing the unit.

§ 102-195.14. Capital improvements to ownership units.

- A. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.
- B. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale, provided that the price, which shall be subject to ten-year, straight-line depreciation, has been approved by the administrative agent. Unless otherwise approved by the administrative agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

§ 102-195.15. Rent restrictions for rental units; leases.

A. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the administrative agent.

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B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the administrative agent.

- C. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit and shall be payable to the administrative agent to be applied to the costs of administering the controls applicable to the unit as set forth in this article.
- D. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this article.

§ 102-195.16. Tenant income eligibility.

- A. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
 - (1) Very-low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.
 - (2) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.
 - (3) Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.
- B. The administrative agent shall certify a household as eligible for a restricted rental unit when the household is a very-low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - (1) The household currently pays more than 35% (40% for households eligible for agerestricted 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 and the owner of the unit.

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C. The applicant shall file documentation sufficient to establish the existence of the circumstances in Subsection B(1) through (5) above with the administrative agent, who shall counsel the household on budgeting.

§ 102-195.17. Administration.

- A. The position of Municipal Housing Liaison (MHL) for the Township of Boonton is established by this article. The Township Committee shall make the actual appointment of the MHL by means of a resolution.
 - (1) The MHL must be either a full-time or part-time employee of the Township of Boonton.
 - (2) The MHL shall be duly qualified through a training program sponsored by Affordable Housing Professional of New Jersey before assuming the duties of Municipal Housing Liaison.
 - (3) The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township of Boonton, including the following responsibilities which may not be contracted out to the administrative agent:
 - (a) Serving as the Township of Boonton's primary point of contact for all inquiries from the state, affordable housing providers, administrative agents and interested households;
 - (b) Monitoring the status of all restricted units in the Township of Boonton's Fair Share Plan;
 - (c) Compiling, verifying and submitting annual reports as required by COAH;
 - (d) Coordinating meetings with affordable housing providers and administrative agents, as applicable; and
 - (e) Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing;
 - (f) If applicable, serving as the administrative agent for some or all of the restricted units in the Township of Boonton as described in Subsection B below.
- B. The Township of Boonton may designate by resolution of the Township Committee, one or more administrative agents to administer newly constructed affordable units in accordance with UHAC.
- C. An operating manual shall be provided by the administrative agent(s) to be adopted by resolution of the governing body. The operating manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the administrative agent(s).
- D. If the Township of Boonton contracts with another entity to administer all or any part of the affordable housing program, including the affordability controls and affirmative marketing plan, the Municipal Housing Liaison shall supervise the contracting administrative agency. (NOTE: If it is decided that an employee of the municipality will act as administrative agent

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or if the Housing Affordability Service (HAS) of the Agency is selected, the determination of such can be included in this article.)

- E. Duties and responsibilities of administrative agent.
 - (1) The administrative agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the operating manual, including those set forth in N.J.A.C. 5:80-26.14, 5:80-26.16 and 5:80-26.18 thereof, which includes:
 - (a) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH;
 - (b) Affirmative marketing;
 - (c) Household certification;
 - (d) Affordability controls;
 - (e) Records retention;
 - (f) Resale and re-rental;
 - (g) Processing requests from unit owners; and
 - (h) Enforcement, though the ultimate responsibility for retaining controls on the units rests with the municipality.
 - (2) The administrative agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

§ 102-195.18. Enforcement of affordable housing regulations.

- A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an owner, developer or tenant of a low- or moderate-income unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - (1) The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the court to have violated any provision of the regulations governing affordable housing units, the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the court:

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- (a) A fine of not more than \$2,000 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
- (b) In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Boonton Affordable Housing Trust Fund of the gross amount of rent illegally collected;
- (c) In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
- (2) The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- and moderate-income unit.
- C. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- D. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.
- E. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in

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violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

- F. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- G. Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- H. The owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.

§ 102-195.19. Appeals.

Appeals from all decisions of an administrative agent designated pursuant to this article shall be filed in writing with the Court.

§ 102-195.20. Reporting and monitoring requirements.

- A. On the first anniversary of the entry of the order granting the Township a final judgment of compliance and repose, and every anniversary thereafter, through the end of the repose period, the Township shall provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services, or such other entity designated by the State of New Jersey, with copies provided to the Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
- B. On the first anniversary of the execution of the settlement agreement (November 13, 2018), 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 Township through posting on the Township website with copies provided to the Fair Share Housing Center using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the court-appointed special master and the Fair Share Housing Center.

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C. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township shall post on its Township website, with copies provided to the 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 Township, with copies provided to the Fair Share Housing Center regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may, by motion, request a hearing before the court regarding these issues.

D. 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 the execution of the settlement agreement (November 13, 2020), and every third year thereafter, the Township shall post on its Township website, with copies provided to the 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 Township with copies provided to the Fair Share Housing Center, on the issue of whether the municipality has complied with its very-low-income housing obligation.

§ 102-16.1. Collection of development fees. [Added 2-10-2014 by Ord. No. 827]

A. Purpose.

- (1) In Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- (2) Pursuant to P.L. 2008, c. 46, Section 8 (N.J.S.A. 52:27D-329.2) and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from nonresidential development.
- (3) This section establishes standards for the collection, maintenance, and expenditure of nonresidential development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c. 46, Sections 8 and 32-38. Fees collected pursuant to this section shall be used for the sole purpose of providing low- and moderate-income housing. This section shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.
- B. Basic requirements. [Amended 4-24-2018 by Ord. No. 864^t]
 - (1) This section shall not be effective until approved by the court.
 - (2) The Township of Boonton shall not spend development fees until the court has approved a plan for spending such fees (spending plan).
- C. Definitions. The following terms, as used in this section, shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT — A development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

COAH or THE COUNCIL — The New Jersey Council on Affordable Housing established under the Fair Housing Act, which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the state.

DEVELOPER — The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT FEE — Money paid by a developer for the improvement of property as permitted by N.J.S.A. 40:55D-8.1 through 40:55D-8.7 and as authorized by Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990) and the Fair Housing Act

^{1.} Editor's Note: This ordinance also amended the section title of \S 102-16.1.

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of 1985, N.J.S.A. 52:27D-301 et seq., and regulated by applicable COAH Rules and the Fair Housing Act. [Amended 4-24-2018 by Ord. No. 864]

EQUALIZED ASSESSED VALUE — The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through N.J.S.A. 54:1-35c).

GREEN BUILDING STRATEGIES — Those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

D. Residential development fees. [Added 4-24-2018 by Ord. No. 864²]

- (1) Imposition of fees.
 - (a) Within the Township of Boonton, all residential developers, except for developers of the types of developments specifically exempted in Subsection D(2) below and developers of developments that include affordable housing shall pay a fee of 1.5% of the equalized assessed value for all new residential development, provided that no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.
 - (b) When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a bonus development fee of 6.0% of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.
- (2) Eligible exactions, ineligible exactions and exemptions for residential developments.
 - (a) Affordable housing developments and/or developments where the developer is providing for the construction of the requisite number of affordable housing units elsewhere within the municipality, and developments where the developer has made a payment in lieu of on-site construction of the required number of affordable units, if permitted by an ordinance approved by the court as part of a judgment of compliance and repose, shall be exempt from the payment of development fees.
 - (b) Developments that have received preliminary or final site plan approval prior to the adoption of this ordinance shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval.

^{2.} Editor's Note: This ordinance also redesignated former Subsections D through I as Subsections E through J, respectively.

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Where site plan approval is not applicable, the issuance of a zoning permit and/ or construction permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the Development Fee Ordinance in effect on the date that the construction permit is issued.

- (c) Improvements or additions to existing one- and two-family dwellings on individual lots shall not be required to pay a development fee, but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the same lot that was or will be demolished, unless the owner resided in the previous dwelling for a period of one year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.
- (d) Homes replaced as a result of a natural disaster (such as a fire or flood) shall be exempt from the payment of a development fee.

E. Nonresidential development fees.

- (1) Imposed fees.
 - (a) Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2 1/2% of the equalized assessed value of the land and improvements, for all new nonresidential construction on an unimproved lot or lots.
 - (b) Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes. [Amended 4-24-2018 by Ord. No. 864]
 - (c) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2 1/2% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.
- (2) Eligible exactions, ineligible exactions and exemptions for nonresidential development.
 - (a) The nonresidential portion of a mixed-use inclusionary or market-rate development shall be subject to the 2 1/2% development fee, unless otherwise exempted below.
 - (b) The 2 1/2% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.

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- (c) Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act, P.L. 2008, c. 46, §§ 35 and 36 (N.J.S.A. 40:55D-8.1 through 8.7) as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption Form." Any exemption claimed by a developer shall be substantiated by that developer. [Amended 4-24-2018 by Ord. No. 864]
- (d) A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time the basis for the exemption no longer applies and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy for the nonresidential development, whichever is later.
- (e) If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Township as a lien against the real property of the owner.

F. Collection procedures.

- (1) Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a construction permit. [Amended 4-24-2018 by Ord. No. 864]
- (2) For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Nonresidential Development Certification/ Exemption" to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the nonresidential developer as per the instructions provided in Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- (3) The construction official responsible for the issuance of a construction permit shall notify the local tax assessor of the issuance of the first construction permit for a development which is subject to a development fee. [Amended 4-24-2018 by Ord. No. 864]
- (4) Within 90 days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- (5) The construction official responsible for the issuance of a final certificate of occupancy notifies the Local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

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- (6) Within 10 business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development, calculate the development fee, and thereafter notify the developer of the amount of the fee.
- (7) Should the Township of Boonton fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- (8) Except as provided in Subsection E(1)(c) hereinabove, 50% of the development fee shall be collected at the time of issuance of the construction permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at construction permit and that determined at issuance of the certificate of occupancy. [Amended 4-24-2018 by Ord. No. 864]
- (9) Appeal of development fees. [Amended 4-24-2018 by Ord. No. 864]
 - (a) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the Township of Boonton. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - (b) A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the Township of Boonton. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

G. Affordable Housing Trust Fund. [Amended 4-24-2018 by Ord. No. 864]

- (1) There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.
- (2) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - (a) Payments in lieu of on-site construction of affordable units where permitted by an

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ordinance approved by the court as part of a judgment of compliance and repose;

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- (b) Developer contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
- (c) Rental income from municipally operated units;
- (d) Repayments from affordable housing program loans;
- (e) Recapture funds;
- (f) Proceeds from the sale of affordable units; and
- (g) Any other funds collected in connection with the Township's affordable housing program.
- (3) Noncompliance; unapproved uses.
 - (a) In the event of a failure by the Township of Boonton to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved spending plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the court; or for other good cause demonstrating the unapproved use(s) of funds, the court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Township of Boonton, or, if not practicable, then within the County or the housing region.
 - (b) Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the noncompliant condition(s), and upon a finding of continuing and deliberate noncompliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The court may also impose such other remedies as may be reasonable and appropriate to the circumstances.
- (4) All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by the court and specified in the approved spending plan.

H. Use of funds. [Amended 4-24-2018 by Ord. No. 864]

(1) The expenditure of all funds shall conform to a spending plan approved by the court. Funds deposited in the Housing Trust Fund may be used for any activity approved by the court to address the Township of Boonton's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing

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affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the housing element and fair share plan, or any other activity as permitted by the court and specified in the approved spending plan.

- (2) Funds shall not be expended to reimburse the Township for past housing activities.
- (3) At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal fair share plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
 - (a) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs. The specific program to be used for affordability assistance shall be identified and described within the spending plan.
 - (b) Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal fair share plan to make them affordable to households earning 30% or less of median income. The specific program to be used for affordability assistance shall be identified and described within the Spending Plan.
 - (c) Payments in lieu of constructing affordable units on site, if permitted by ordinance or by agreement with the Township of Boonton, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- (4) The Township of Boonton may contract with a private or public entity to administer any part of its housing element and fair share plan, including its programs for affordability assistance.
- (5) No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a housing element and fair share plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with any required monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites

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or objecting to any state agency's regulations and/or action are not eligible uses of the Affordable Housing Trust Fund.

- I. Monitoring. The Township of Boonton shall provide annual reporting of Affordable Housing Trust Fund activity to the State of New Jersey, Department of Community Affairs, Council on Affordable Housing or Local Government Services or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and nonresidential developers, payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the Township), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from Boonton-Township-owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with Boonton's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the spending plan approved by the court. [Amended 4-24-2018 by Ord. No. 864]
- J. Ongoing collection of fees. [Amended 4-24-2018 by Ord. No. 864]
 - (1) The ability for the Township of Boonton to impose, collect and expend development fees shall expire with the expiration of the repose period covered by its judgment of compliance unless the Township of Boonton has first filed an adopted housing element and fair share plan with the court or with a designated state administrative agency, has petitioned for a judgment of compliance from the court or for substantive certification or its equivalent from a state administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the housing element and fair share plan.
 - (2) If the Township of Boonton fails to renew its ability to impose and collect development fees prior to the expiration of its judgment of compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320).
 - (3) The Township of Boonton shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its judgment of compliance, nor shall the Township of Boonton retroactively impose a development fee on such a development. The Township of Boonton also shall not expend any of its collected development fees after the expiration of its judgment of compliance.

§ 102-190. Mixed-income housing.¹ [Added 3-14-2016 by Ord. No. 845; 12-9-2019 by Ord. No. 880]

- A. Purpose, The purpose of this conditional use for the Retail Business Zone District is to permit multifamily residential use with a mandatory set-aside of 20% of the total units for low- and moderate-income households.
- B. Minimum lot area. There shall be a minimum lot area of 1 1/2 acres.
- C. Maximum density, Maximum permitted density shall be 15 units per acre.
- D. Affordable units. Twenty percent of the total units, whether rental or owner-occupied, shall be set aside for low- and moderate-income households, with at least 50% of said units reserved for low-income households. Affordability controls, affirmative marketing, and all related components associated with qualifying the units for affordable housing credits in the Township's Housing Element and Fair Share Plan shall comply with rules and regulations established by the Council on Affordable Housing or its successor, or a court of competent jurisdiction.
- E. Maximum coverage. The total ground floor area of all buildings shall not exceed 25% of the lot area of the development. The total area of all impervious surfaces, including buildings, shall not exceed 60% of the lot area of the development.
- F. Setback requirements. Minimum setback requirements for principal buildings shall be as follows:
 - (1) Front yard: 50 feet.
 - (2) Side yard (each): 20 feet.
 - (3) Rear yard: 40 feet.
 - (4) Internal access drive: 10 feet.
- G. Distance between buildings. Minimum distances, as specified below, shall be maintained between principal buildings as follows:

		istance Between Buildings at Point	t Any
Positions of Building Walls		(feet)	
Front facing front		65	
Front facing rear		65	•
Front facing side	· ·	65	•
Rear facing rear	; ;	50	
Rear facing side		25	

Editor's Note: Former § 102-190, Community shelters for more than six victims of domestic violence, was repealed 5-21-2001 by Ord. No. 637.

§ 102-190

§ 102-190

	Market District Description
	Minimum Distance Between Buildings at Any Point
	Point
Positions of Building Walls	(feet)
Side facing side	25

H. Building requirements.

- (1) Height. No building structure shall exceed a height of three stories, excluding surface-level parking, or 40 feet.
- (2) Length of building. No building shall exceed a length of 200 feet.
- (3) Units per building. No building shall contain more than 20 dwelling units.
- (4) Dispersal of low- and moderate-income housing units. Low- and moderate-income housing units shall be interspersed with market-rate units throughout the building(s) and no building shall be devoted exclusively to low- and moderate-income housing units.

I. Accessory buildings.

- (1) Setbacks. Accessory buildings shall not be located within the required front yard setback area and shall maintain a minimum distance of 25 feet to principal building(s) and 10 feet to side and rear lot lines.
- (2) Height. The maximum height of an accessory building shall be 30 feet.
- (3) Design. Architectural design and materials used in the construction of accessory buildings shall conform to or complement those used in the construction of principal buildings.
- (4) Signs. All signs shall be in compliance with the provisions of Article XXXIII.

§ 102-176

§ 102-177

ARTICLE XXX R-1A and R-1B Residence Districts

§ 102-176. Principal uses.

Properties in the R-1A and R-1B Zones may be developed only for townhouses and apartments subject to the following requirements and limitations:

- A. In the R-1A District, at least 2/3 of the total number of housing units shall be townhouses. The remaining 1/3, which shall include required units intended for occupancy by low- and moderate-income households, may be either townhouses or apartments.
- B. In the R-1B District, all housing units shall be townhouses, except that housing units intended for occupancy by low- and moderate-income households, may be either townhouses or apartments.

§ 102-177. Required conditions.

- A. Minimum lot area. There shall be a minimum lot area of 20 acres.
- B. Maximum densities. Maximum permitted densities shall be as follows:
 - (1) R-1A: 4.5 dwelling units per acre.
 - (2) R-1B: 6.5 dwelling units per acre.
- C. Controls on affordability. Any application for development in the R-1A and R-1B zones shall comply with the requirements of Article XXXIIIA, Affordable Housing. [Amended 4-24-2018 by Ord. No. 865]
- D. Maximum coverage.
 - (1) In the R-1A District, the total ground floor area of all buildings shall not exceed 15% of the lot area of the development. The total area of all impervious surfaces, including buildings, shall not exceed 30% of the lot area of the development.
 - (2) In the R-1B District, the total ground floor area of all buildings shall not exceed 20% of the lot area of the development. The total area of all impervious surfaces, including buildings, shall not exceed 40% of the lot area of the development.
- E. Setback requirements. No building shall be located within 50 feet of a public street or exterior property line of the development nor within 60 feet of an R-81A, R-81 or R-40 Residence District boundary. Notwithstanding the foregoing, no building need be located more than 40 feet from a public park or other permanent open space area nor within 20 feet of an internal roadway. In addition, there shall be a minimum distance between buildings located on opposite sides of an internal roadway of 75 feet.
- F. Distance between buildings. Minimum distances, as specified below, shall be maintained between principal buildings as follows:

§ 102-177

§ 102-177

Min Positions of Building Walls	imum Distance Between Buildings at Any Point (feet)
Front facing front	65
Front facing rear	65
Front facing side	65
Rear facing rear	50
Rear facing side	25
Side facing side	25

NOTES:

1. Not less than 50 feet of driveway is located between buildings.

G. Building requirements.

- (1) Height. No building structure shall exceed a height of three stories or 35 feet, whichever is the lesser. Notwithstanding the definition of "height of structure" in Article I of this chapter, for purposes of this section, "height" shall be the vertical distance from the average ground elevation around the foundation to the highest point of the structure. "Average elevation" shall be the average of the highest and lowest elevations along the finished grade of the building.
- (2) Length of building. No building shall exceed a length of 160 feet.
- (3) Units per building. Buildings devoted exclusively to townhouses shall contain no less than two nor more than eight dwelling units. Buildings devoted exclusively to apartments shall contain no less than four nor more than 16 dwelling units. Buildings devoted to both townhouses and apartments shall contain no less than four nor more than 12 dwelling units.
- (4) Dispersal of low- and moderate-income housing units. Low- and moderate-income housing units shall be interspersed with market-rate units both throughout a development and within individual buildings. No building shall be devoted exclusively to low- and moderate-income housing units. In buildings containing low- and moderate-income housing units, not more than 75% of the total number of units or six units, whichever is less, shall be low- and moderate-income housing units.

H. Dwelling unit requirements.

- (1) No dwelling unit shall have a width of less than 20 feet.
- (2) For developments not restricted to senior citizens, each dwelling unit shall contain, as a minimum, a separate living room, a separate bedroom, a separate bath and a kitchen, which kitchen facility shall be located separate and apart from other rooms in the unit, with the exception of the dining room.

§ 102-177

- (3) Buildings containing low- and moderate-income housing units shall be aesthetically congruous with the surrounding area as approved by the Planning Board, with the exteriors harmonizing architecturally with and being constructed of materials of like character to those used for other buildings in the development. All buildings shall be constructed in accordance with the State Uniform Construction Code¹ and shall comply with other applicable state and municipal requirements.
- (4) All developments that contain low- and moderate- income housing units shall comply with the guidelines and criteria for such units established in Article XXXIIIA. [Amended 4-24-2018 by Ord. No. 865²]

Accessory buildings.

- (1) Setbacks. Accessory buildings shall meet the street, property line and internal roadway setbacks of the principal building and shall be at least 25 feet from a principal building and 15 feet from another accessory building. Clubhouses, swimming pools and recreation facilities shall be at least 50 feet from a principal building and at least 100 feet from a property line.
- (2) Height. The maximum height of an accessory building shall be 15 feet, except for clubhouses, which shall not exceed 28 feet in height.
- (3) Design. Architectural design and materials used in the construction of accessory buildings shall conform to or complement those used in the construction of principal buildings.
- (4) Signs. The provisions of Article XXXIII shall be complied with.³

§ 102-178. (Reserved)⁴

§ 102-179. Certificates; waivers; reporting.

A. Certificates of occupancy and reoccupancy. No certificate of occupancy for initial occupancy of a low- and moderate-income sales unit shall be issued until a written determination has been made by the Township that the unit is to be controlled by a deed restriction and mortgage lien as required by the court or applicable state administrative agency and approved by the Township Attorney. The Township shall make such determination within 10 days of receipt of a proposed deed restriction and mortgage lien. Amendments to the deed restriction and lien shall be permitted only if they have been approved by the court or applicable state administrative agency. A request for an amendment to the deed restriction and lien may be made by the Township or a developer. No certificate of occupancy shall be issued for a rental unit or project unless a written determination has been made by the Township that the

^{1.} Editor's Note: See N.J.S.A. 5:23.

Editor's Note: This article also repealed former Subsection H(5), Distribution of low- and moderate-income units, and (6), which required that lower-income units be interspersed with similar-type housing, both of which immediately followed.

^{3.} Editor's Note: Former Subsection J, Initial pricing of low- and moderate-income units; Subsection K, Range of affordability for low- and moderate-income housing; Subsection L, Resale and rental controls; and Subsection M, Occupancy selection and priorities, all of which immediately followed, were repealed 4-24-2018 by Ord. No. 865.

^{4.} Editor's Note: Former § 102-178, Affirmative marketing, was repealed 4-24-2018 by Ord. No. 865. For current provisions, see Art. XXXIIIA.

§ 102-179

§ 102-181

property is to be controlled by a deed restriction in a form which has been approved by the Township Attorney. A certificate of reoccupancy shall be required for any occupancy of a low- and moderate-income sales unit resulting from a resale and shall not be issued unless a written determination has been made by the Township that the unit is to be controlled by the deed restriction and mortgage lien required by the court or applicable state administrative agency prior to the issuance of a certificate of occupancy, unless amendments to the same have been approved by the court or applicable state administrative agency regardless of whether the sellers had executed the deed restriction and mortgage lien required by the court or applicable state administrative agency upon acquisition of the property. The Township shall make such determination within 10 days of the receipt of a proposed deed restriction and mortgage lien. All purchasers of low- and moderate-income sales units shall be required to execute the deed restriction and mortgage lien prior to the issuance of such certificate of reoccupancy. No certificate of occupancy or reoccupancy for the sale, resale or rental of a unit shall be issued unless the Township shall have certified, in writing, that the resale or rental complies with the requirements of these regulations and all applicable the court or applicable state administrative agency regulations. The certificate of reoccupancy shall not be required in sales for which controls are allowed to expire or in which a repayment option is being exercised pursuant to § 102-177L(2)(k)[1][b]. [Amended 4-24-2018 by Ord. No. 8651

- B. Waivers. In the event of a special hardship or in the event that a minor technical modification of these regulations is necessary to effectively implement the policies herein, the Township may waive or modify these regulations relating to occupancy selection, sale or resale prices, rent or rerental prices or income eligibility standards, provided that such waiver or modification is consistent with the intent of these regulations and does not violate any of the requirements of the court or applicable state administrative agency, including all statutes and regulations related thereto. [Amended 4-24-2018 by Ord. No. 865]
- C. Other reporting requirements. Developers shall submit quarterly reports to the Township detailing the number of low- and moderate-income households who have signed leases or purchase agreements, as well as the number who have taken occupancy or lower-income units, including the household size, number of bedrooms in the unit, sales price and monthly carrying cost or, in the case of rental units, the monthly rental charges and utility costs.

§ 102-180. (Reserved)⁶

§ 102-181. Applicability of regulations; periodic review.

A. Applicability of development regulations to the R-1A and R-1B Zones. Unless otherwise specified herein, all other provisions and requirements of Chapter 102, Land Use, shall apply to all developments within the R-1A and R-1B Zones.⁷

^{5.} Editor's Note: § 102-177L was repealed 4-24-2018 by Ord. No. 865. See now Art. XXXIIIA, Affordable Housing.

^{6.} Editor's Note: Former § 102-180, Phasing, was repealed 4-24-2018 by Ord. No. 865.

Editor's Note: Former Subsection B, Periodic review for modification of standards, which immediately followed, was repealed 4-24-2018 by Ord. No. 865.

Appendix C - Spending Plan

AFFORDABLE HOUSING TRUST FUND SPENDING PLAN

TOWNSHIP OF BOONTON

MORRIS COUNTY, NEW JERSEY

May 2025

Prepared by: Jessica C. Caldwell, P.P., A.I.C.P. NJPP License #5944

SPENDING PLAN

INTRODUCTION

Boonton Township, Morris County, has prepared a Housing Element and Fair Share plan that addresses it regional fair share of the present and prospective affordable housing need in accordance with the Municipal Land Use Law (MLUL), the Fair Housing Act (FHA), the regulations of the Council on Affordable Housing (COAH) and recent decisions by the Courts.

A development fee ordinance creating a dedicated revenue source for affordable housing following state guidelines was adopted in March 2018. The ordinance established a fee of 1.5% of equalized assessed value for new residential construction and 2.5% for new commercial construction, replacing a development fee ordinance assessing commercial construction only which was adopted in February 2014. The ordinance established the need for a Township of Boonton Affordable Housing Trust Fund. 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 affordable housing fees are deposited in a separate-interest-bearing affordable housing trust fund account for the purposes of affordable housing.

Boonton Township has prepared this Spending Plan (2025) to guide the allocation of funds within the Township of Boonton Affordable Housing Trust Fund. As of December 31, 2024, the Township of Boonton has \$89,032.36 funds in its Affordable Housing Trust Fund. The funds shall be spent in accordance N.J.A.C. 5:97-8.7-8.9 as described in the sections that follow.

REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of Fourth Round substantive certification, Boonton Township considered the following:

- (a) Development fees:
 - 1. Nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
 - 2. All nonresidential projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
 - 3. Future development that is likely to occur based on historical rates of development.
- (b) Payments in Lieu (PIL): Payments in Lieu of development into the Township's Housing Trust are permitted as pursuant to Section 102.16-1 of Boonton Township Code.
- (c) Other funding sources: The Township reserves the option to pursue various public funding options to support its municipal rehabilitation program.
- (d) Projected interest: Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate is 0.5% based on prevailing interest rates for savings accounts.

Projected Revenue Schedule, 2025-2035 Township of Boonton Affordable Housing Trust Fund

Development Fees	Total Revenue from	(d) Int	Subtotal	(specify source)	(c) Of	of C	(b) Pay	only)	Development Projects	Non-Residential	Only Decimand	Development Projects	Residential	Projected	Development Projects	Nonresidential	Residential and	1. Ap	t Fees	(a) De	
nt Fees	aue from	Interest		ice)	Other Funds	truction	Payments in	uchon	nt Projects	ntial		nt Projects		ojected	nt Projects	<u>평</u> .	bod	Approved		Developmen	
	\$89,032	NA	\$89,032		NA		NA			N	71 >			NA				AN		250,08	10/31/302
00	\$16,88	\$388	\$16,50 0							000,04	9000			\$9,000				\$2,500			
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∞ -	\$165.76	\$4.268	\$161,50 0						,	\$ 55.000			3 - 7	\$99.000				\$7.500			

residential new construction. Projections are based on projected development as it relates to permits issued within the Township over the Boonton Township projects a total of \$254,800 to be collected between January 1, 2025 and December 31, 2035 for residential and nonlast five years and revenues generated by the fund over the last six years.

ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

Boonton Township will follow the process for the collection and distribution of development fee revenues detailed below.

- (a) Collection of development fee revenues: Boonton Township will collect development fee revenues in a manner that is consistent with the Township's development fee ordinance for both residential and nonresidential development and in accordance with applicable regulations.
- (b) Distribution of development fee revenues: Boonton Township will distribute funds with the oversight of the Township Committee. The Committee will work with the Township Administrator and the Municipal Housing Liaison to manage the projects outlined in this spending plan.

DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

Boonton Township proposes to use the monies in its Affordable Housing Trust Fund for the following purposes:

- (a) Extension of Expiring Controls (N.J.A.C. 5:97-6.14): Boonton Township will dedicate the following funds to Extension of Expiring Controls in order to meet is fair share affordable unit obligation. Township Extension of Expiring Controls Program: At least \$20,000 per deed extension will be dedicated as funds permit with a budget of \$120,000 and additional funds being provided, if available.
- (b) Rehabilitation Projects (N.J.A.C. 5:97-6.2): Boonton Township will dedicate the following funds to Rehabilitation projects in order to meet its fair share affordable unit obligation: Township Rehabilitation Program: At least \$12,500 per unit for a total of 2 units for a budget of \$25,000.

Morris County Rehabilitation Program:

- Additional funding for rehabilitation units will be sought through the Morris

 County Community Development Rehabilitation Program and other available
 public funding sources.
- (c) Administrative Expenses (N.J.A.C. 5:97-8.9) Boonton Township will dedicate no more than 20 percent of revenue from the affordable housing trust fund to be used for administrative purposes. The current budget for administrative expenses is \$33,360 subject to the 20 percent cap are as follows:
 - Administration of affordable housing programs;
 - Legal fees associated with affordable housing administration;

- Planning fees for any necessary updates and/or revision to the Housing Element and Fair Share Plan; and
- Other expenses associated with the development and implementation of the Housing and Fair Share Plan and the monitoring of current and future affordable housing programs within Boonton Town.
- (d) Oak Road Affordability Assistance 100 Percent Affordable Project (N.J.A.C. 5:97-6.7): Boonton Township will dedicate funds to its proposed 100 Percent Affordable Project. The budgeted amount is 30% of the projected total fund or \$76,440, depending on funds available at the time of the development.
- (e) Excess Funds: Any excess funds will be dedicated to rehabilitation of eligible housing units within the Township, extensions of expiring controls, group homes or emerging projects or to the 100 Percent Affordable Housing Project.

Projected Expenditure Schedule, 2025-2035 Township of Boonton Affordable Housing Trust Fund

	Administration (maximum 20% of total)	Affordable Project Subsidy (30% of total)	Affordability Assistance - 100 Percent	Rehabilitation Program	Extension of Expiring Controls	\$254,800	Program - Program
		of total)	rcent				
	NA			4	6		Line
	NA \$20,000 \$5,000 \$5,000 \$3,360				60,000 60,000		1.606 3000
	\$5,000				60,000		1000 1000
	\$5,000		\$76,440				
	\$3,360						\$200
							20.00
							15.0%
					_		2032
				12,500 12,500			2033
				12,500			2034
							2035
\$254,800	\$33,360	 	\$76,440	\$25,000	\$120,000		Total

SUMMARY

Boonton Township intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the affordable housing programs outlined in the Township's Housing Element and Fair Share Plan dated May 5, 2025.

Spending Plan Summary Boonton Township Affordable Housing Trust Fund

Trust fund balance as of 12/31/2024	\$89,032
Projected Revenue (2018-2025)	
Development fees	\$161,500
Payments in lieu of construction	
Other funds	
Interest	\$4,268
Total Revenue (Rounded)	
Expenditures	
Rehabilitation	\$25,000
Extension of Expiring Controls	\$120,000
Affordability Assistance – 100 Percent Affordable	
Project Subsidy	\$76,440
Administration	\$33,360
Total Projected Expenditures	\$254,800

Appendix D - Marketing Plan

TOWNSHIP OF BOONTON COUNTY OF MORRIS, STATE OF NEW JERSEY

Affordable Housing

Affirmative Marketing Plan

Boonton Township Municipal Building 155 Powerville Road Boonton Twp, NJ 07005 (973) 402-4002

Contents

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Regional Preference	4
Implementation	
Sample Advertisement for Available Rental Units	
Sample Public Service Announcement	
Random Selection & Applicant Pool(s)	g
Initial Randomization	
Randomization After Certification	11

Overview

All affordable units are required to be affirmatively marketed using the Township of Boonton's Affirmative Marketing Plan. An Affirmative Marketing Plan is a regional marketing strategy designed to attract households 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 an Administrative Agent or a developer, sponsor, owner or property manager of affordable housing. The primary objectives of an Affirmative Marketing Plan are to target households who are least likely to apply for affordable housing, and to target households throughout the entire housing region in which the units are located.

The Township of Boonton provides this Affirmative Marketing Plan for any affordable housing within the Township. Individual projects may develop their own affirmative marketing plan in compliance with this plan.

Every Affirmative Marketing Plan must include all of the following:

- 1. Publication of at least one advertisement in a newspaper of general circulation within the housing region;
- 2. Broadcast of at least one advertisement by radio or television throughout the housing region; and
- At least one additional regional marketing strategy such as a neighborhood newspaper, religious publication, organizational newsletter, advertisement(s) with major employer(s), or notification through community and regional organizations such as non-profit, religious, and civic organizations.

For each affordable housing opportunity within the municipality, the Affirmative Marketing Plan must include the following information:

- 1. The address of the project and development name, if any;
- 2. The number of rental units;
- The price ranges of the rental units;
- 4. The name and contact information of the Municipal Housing Liaison, Administrative Agent, property manager, or landlord;
- 5. A description of the Random Selection method that will be used to select applicants for affordable housing; and
- 6. Disclosure of required application fees, if any.

Advertisements must contain the following information for each affordable housing opportunity:

- 1. Location of the units;
- 2. Directions to the units;

- 3. Range of prices for the units:
- 4. Size, as measured in bedrooms, of units;
- 5. The maximum income permitted to qualify for the housing units;
- 6. The locations of applications for the housing units;
- 7. The business hours when interested households may obtain an application for a housing unit; and
- 8. Application fees, if any.

Regional Preference

The Township of Boonton has provided that households that live or work in Housing Region 2 (comprised of Essex, Morris, Union, and Warren Counties) shall be selected for an affordable housing unit before households from outside of this region. Units that remain unoccupied after households who live or work in the region are exhausted, may be offered to the households outside the region.

Implementation

The affirmative marketing process for affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the Administrative Agent shall undertake all of the strategies outlined in the Township of Boonton's Affirmative Marketing Plan. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all the units have been sold. Applications for affordable housing shall be available in several locations in accordance with the Affirmative Marketing Plan. The time period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

All newspaper articles, announcements and requests for applications for low- and moderate-income units will appear in the following daily regional newspapers/publications when units are available and there is no wait list for existing units and when any new units may be constructed in the future:

- 1. Star-Ledger
- 2. New York Times
- 3. Daily Record
- 4. Express Times

The primary marketing will take the form of at least one (1) press release sent to the above publications and a paid display advertisement in each of the above newspapers. Additional advertising and publicity will be on an as-needed basis. The advertisement will include a description of the:

1. Location of the units;

- 2. Directions to the units;
- 3. Range of prices for the units:
- 4. Size, as measured in bedrooms, of units:
- 5. Maximum income permitted to qualify for the units;
- 6. Location of applications;
- 7. Business hours when interested households may obtain an application; and
- Application fees.

All newspaper articles, announcements and requests for applications for low- and moderate-income housing will appear in the following neighborhood-oriented weekly newspapers, religious publications and organizational newsletters within the region:

- 1. The Citizen of Morris County
- 2. The Daily Record (alternate)

The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspapers once a week for four consecutive weeks. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of all publications to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.

The following regional cable television stations or regional radio stations shall be used during the first month of advertising. The developer must provide satisfactory proof of public dissemination:

Station(s): Select two (2) from list in Attachment A

The Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in Essex, Morris, Union, and Warren Counties that will aid in the affirmative marketing program with particular emphasis on those contacts that are able to reach out to groups that are least likely to apply for housing within the region, including major regional employers identified in Attachment A, Part III, Marketing, Section 3d of COAH's Affirmative Fair Housing Marketing Plan for Affordable Housing in Region 2 (attached to and hereby made part of this Resolution) as well as the following entities:

- Quarterly informational flyers and applications shall be sent to the Essex, Morris, Union, and Warren Counties' Boards of Realtors for publication in their journals and for circulation among their members; and
- Quarterly informational circulars and applications shall be sent to the administrators of each of the following agencies within the municipalities and counties of Essex, Morris, Union, and Warren.

Applications will be mailed to prospective applicants upon request.

The following is the location of applications, brochure(s), signs and/or poster(s) used as part of the affirmative program, including specific employment centers within the region:

1. Municipal Building: 155 Powerville Road, Boonton Township, NJ 07005

The following is the community contact person who will aid the affirmative marketing program:

Doug Cabana, Municipal Housing Liaison 155 Powerville Road Boonton Township, NJ 07005

Additionally, quarterly informational circulars and applications for new units which may be constructed in the future will be sent to the chief administrative employees of each of the following agencies in the counties of Essex, Morris, Union, and Warren:

- 1. Welfare or Social Service Board;
- 2. Rental assistance office (local office of DCA);
- 3. Office on Aging.
- 4. Housing Agency or Authority.
- 5. County Library.
- 6. Area community action agencies.

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:

- Township of Boonton Administrative Offices;
- 2. Township of Boonton website;
- 3. Developer's Sales/Rental Offices;
- 4. Essex, Morris, Union, and Warren Counties' Administration Buildings;
- 5. Essex, Morris, Union, and Warren Counties' Libraries (all branches); and
- 6. Other public buildings and agencies as deemed appropriate by the Administrative Agent.

Applications shall be mailed by the Administrative Agent and Municipal Housing Liaison to prospective applicants upon request. Also, applications shall be available at the developer's sales/rental office and multiple copies of application forms shall be mailed to Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, County NAACP, Newark NAACP, East Orange NAACP, Housing Partnership for Morris County,

Community Access Unlimited, Inc., Northwest New Jersey Community Action Program, Inc. (NORWESCAP), Homeless Solutions of Morristown, and the Supportive Housing Association for dissemination to their respective constituents. In addition, the foregoing entities shall be notified directly whenever an affordable housing unit(s) becomes available in the Township of Boonton.

The following is a listing of community contact person(s) and/or organizations in Morris County 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. Boonton Housing Authority: 125 Chestnut Street, Boonton; https://www.shelterlistings.org/details/32138
- 2. Catholic Charities Diocese of Paterson: 777 Valley Road, Clifton, https://www.catholiccharities.org
- Community Hope, Inc.: (973) 463-9600; 959 Route 46 East, Suite 402, Parsippany
- 4. Eric Johnson House: (973) 326-9636; 44 South Street, Morristown
- 5. Family Promise of Morris County: P.O Box 1494, Morristown; https://www.familypromise.org
- 6. Homeless Solutions: 6 Dumont Place, Suite 3, Morristown; https://www.homelessosiutions.org
- 7. Hope House Catholic Charities: (973)895-3143; 11 Forrest Road, Randolph
- 8. Housing Partnership Neighborworks Home Ownership Center: 2 East Blackwell Street, Dover; https://www/housingpartnershipni.org
- 9. Jersey Battered Women's Service, Inc.: P.O. Box 1437, Morristown, https://www.jbws.org
- 10. Madison Affordable Housing Corporation: 24 Central Avenue, Madison; https://affordablehousingonline.com/housing-authority/New-Jersey/Housing-Authority-of-the-Borough-of-Madison/NJ105
- 11. Market Street Mission: 9 Market Street, Morristown; https://www.marketstreet.org
- 12. Morris County Affordable Housing Corp.: 99 Ketch Road, Morristown; https://housing.morriscountyni.gov/housingcorp
- 13. Morris County Human Services: 340 West Hanover Avenue, Morristown; https://hs.morriscountynj.gov/services-list/
- 14. Morris County Human Services Office of Community Development: P.O. Box 900, Morristown; https://hs.morriscountynj.gov/community/
- 15. Mrs. Wilson's Halfway House for Women: 7 Industrial Road, #301, Pequannock; https://newbridge.org
- 16. Our Place Day Shelter: (973)539-9920; 51 Washington Street; Morristown
- 17. The Housing Partnership: 2 East Blackwell Street, Suite 12, Dover; https://www.housingpaternshipni.org/
- 18. Urban League of Morris County: 300 Madison Avenue, Suite A, Morristown; https://www.ulmcnj.org

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 (I). The Affirmative Marketing Plan shall provide a regional preference for very low-, low- and moderate-income households that live and/or work in Housing Region 2, comprised of Essex, Morris, Union, and Warren 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 municipality prior to the affirmative marketing of the units.

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.

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. In addition, it shall be the responsibility of the Administrative Agent to inform owners of affordable units and prospective occupants of affordable units of the Borough's affordability assistance programs and to assist with the implementation of such programs.

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.

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 thereafter upon the re-sale or re-rental of an affordable unit for as long as an affordable unit remains deed restricted.

The Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to the Borough's adopted Affordable Housing Ordinance.

An applicant pool will be maintained by the Administrative Agent for re-rentals.

1. When a re-rental affordable unit becomes available Administrative Agent will select applicants from the applicant pool and, if necessary, the unit will be affirmatively marketed as described above. The selection of applicants from the applicant pool is described in more detail in this manual under the section Random Selection & Applicant Pool(s).

Sample Advertisement for Available Rental Units

The Township of Boonton hereby announces that # affordable housing units will be available for rent in the name of development/project. The housing is under development by developer and is available for type of income households. Development is located at address, description.

The affordable housing available includes rents from \$#,###/month and includes #-bedroom units. Utilities are included (if applicable). Interested households will be required to submit application,

documentation if applicable, and any other requirements in order to qualify. The maximum household incomes permitted are \$41,471 for a one person household, \$47,395 for a two person household, \$53,320 for a three person household, \$59,244 for a four person household, \$63,984 for a five person household, and \$69,723 for a six person household. Once certified, households will be matched to affordable units through a lottery system. All successful applicants will be required to demonstrate the ability to pay a security deposit (requirements of security deposit).

Applications are available at Location(s), hours of operation. Applications can also be requested via mail by calling Realtor at Phone #. Applications will be accepted until mm/dd/yy and there is a \$5 fee for the credit check.

Visit www.njhousing.gov or call 1-877-428-8844 for more affordable housing opportunities.

Although any income eligible households may apply, workers of [Insert counties in the COAH Housing regional preference zone; Morris County will be selected before residents of other counties or states.

Sample Public Service Announcement

10 second slot:

Affordability priced homes available in Mayberry Borough. Income restrictions apply. Call (800) 555-1234 for information.

30-35 second slot:

Affordably priced, brand new two, three, and four-bedroom attractive homes with nice amenities are available at the Equality at Mayberry Development in desirable Mayberry Borough. Call A Home For You at (800) 555-1234 for information on sales prices and income limits and to get a pre-application. The deadline to submit a pre-application is August 1, 2020, so don't delay. These homes are in accordance with State requirements for low- and moderate-income housing.

Random Selection & Applicant Pool(s)

The following is a description of the random selection method that will be used to select occupants for low- and moderate-income housing:

There will be a period in which to complete and submit applications. Households that have completed applications in that timeframe and have been determined that they are income eligible will be randomly selected to establish an order (service list) in which they will be evaluated by the Administrative Agent for the available unit(s). A copy of the first page of the applications will be folded and placed in a container of sufficient size to allow the applications to be randomly mixed. Once mixed, all applications will be drawn one by one from the container until none are left. The first application drawn will be the first position on the service list, and so on.

At least two people will be present during a random selection and both will sign the resulting service list as having participated and/or witnessed the random selection. Once the applicant is placed on the service list, they shall remain in that position until they are served or asked to be withdrawn from the list. Applicants on the service list shall not be a part of any future random selections. If the household on the list is not of an appropriate household size, income or does not live or work in the Housing Region, that applicant will be skipped and the next applicant household with sufficient income will be evaluated for the available unit. This will continue until a properly sized household with sufficient income or purchase or rent the unit is reached.

The applicant household will be required to submit a complete application to establish their eligibility as defined by the Fair Housing Act. If the end of the service list is reached before an appropriately-sized household that lives or works in the New Jersey Housing Region is identified the Administrative Agent will review skipped households in the order of the random selection. Households that live or work in the Housing Region that are smaller than the ideal household size, as defined by the Township's Affordable Housing Ordinance, will be considered next.

Any applicants that are skipped for size, income or regional preference will remain on the list and continue to be considered for future restricted units in the order in which they were selected in the random selection.

Unless applicants ask to be removed from the list or become ineligible for assistance, or are unresponsive to our communications, they will remain on the service list. Therefore, these applicants will not need to be in future random selections. Instead, the service order created by future random selections will be placed at the end of the service list set by all prior random selections.

If there are sufficient names remaining on the service list to fill two years of resales and rentals, the applicant pool may be closed by the Administrative Agent. The Administrative Agent will notify the Township in writing if it intends to close the waiting list. Any households calling or writing to express their interest in an affordable home will be directed to call back on a future date determined by the Administrative Agent. When the applicant pool is being depleted to a point where there is not a sufficient number of people to fill two (2) years of re-sales or rentals, the Administrative Agent will re-open the pool and conduct a new random selection process after fulfilling the affirmative marketing requirements. The service list established by subsequent random selection shall be added to the end of the previous service list.

Initial Randomization

Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:

- 1. After advertising is implemented, applications are accepted for 120 days.
- 2. At the end of the period, sealed applications are selected one-by-one through a lottery (unless fewer applications are received than the number of available units, then all eligible households will be placed in a unit).
- 3. Households are informed of the date, time and location of the lottery and invited to attend.

- 4. An applicant pool is created by listing applicants in the order selected.
- 5. Applications are reviewed for income-eligibility.
- Ineligible households are informed that they are being removed from the applicant pool or given the opportunity to correct and/or update income and household information.
- Eligible households are matched to available units based upon the number of bedrooms needed (and any other special requirements, such as [regional preference or] the need for an accessible unit).
- 8. If there are sufficient names remaining in the pool to fill future re-rental, the applicant pool shall be closed.
- 9. When the applicant pool is close to being depleted, the Administrative Agent will re-open the pool and conduct a new random selection process after fulfilling the affirmative marketing requirements. The new applicant pool will be added to the remaining list of applicants.

Randomization After Certification

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 follows:

- 1. After advertising is implemented, applications are accepted for 120 days.
- 2. All applications are reviewed and households are either certified or informed of noneligibility. (The certification is valid for 180 days, and may be renewed by updating incomeverification information.)
- Eligible households are placed in applicant pools based upon the number of bedrooms needed (and any other special requirements, such as regional preference or the need for an accessible unit)
- When a unit is available, only the certified households in need of that type of unit are selected for a lottery.
- 5. Households are informed of the date, time, and location of the lottery and invited to attend.
- After the lottery is conducted, the first household selected is given 3 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.)
- Applications are accepted on an ongoing basis, certified households are added to the pool for the appropriate household income and size categories, and advertising and outreach is ongoing, according to the Affirmative Marketing Plan.

Matching Households to Available Units

- 1. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to implement the following policies:
 - a. Maximum of two person per bedroom;
 - b. Children of same sex in same bedroom;
 - c. Unrelated adults or persons of the opposite sex other than husband and wife in separate bedrooms;
 - d. Children not in same bedroom with parents;
 - e. Provide an occupant for each unit bedroom;
 - f. Provide children of different sex with separate bedrooms;
 - g. Require that all the bedrooms be used as bedrooms; and
 - h. Require that a couple requesting a two-bedroom unit provide a doctor's note justifying such request.

In no case shall a household be referred to an affordable housing unit that provides for more than one additional bedroom per household occupancy as stated in the policies above.

The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms, as long as overcrowding is not a factor.

A household can be eligible for more than one unit category, and should be placed in the applicant pool for all categories for which it is eligible.

ATTACHMENT A

Affirmative Fair Housing Marketing Plan
For Affordable Housing in Region 2

AFFIRMATIVE FAIR HOUSING MARKETING PLAN For Affordable Housing in (REGION 2)

I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Add	dress, Phone Number	1b. Development of	or Program Name, Address
1c. Number of Affordable Units: Number of Rental Units: Number of For-Sale Units:	1d. Price or Renta From To	l Il Range	1e. State and Federal Funding Sources (if any)
1f.□ Age Restricted□ Non-Age Restricted	1g. Approximate and Advertising:		Occupancy:
1h. County Essex, Morris, Union 1j. Managing/Sales Agent's Name, A	n, Warren ddress, Phone Numbe	1i. Census Tract(s)):
1k. Application Fees (if any):			
Sections II through IV should be considections that differ must be described in proved Operating Manual.) I. RANDOM SELECTION	stent for all affordable n the approved contract	e housing developme of between the munic	ents and programs within the municipality. cipality and the administrative agent and in
2. Describe the random selection proc	ess that will be used o	nce applications are	received.

III. MARKETING

		e which group(s) in the housing region ause of its location and other factors)	are least likely to apply for the
□ White (r	non-Hispanic 🔲 Black (non-	-Hispanic) 🗆 Hispanic 🗆 A	American Indian or Alaskan Native
	Asian or Pacific Isla	nder	group:
3b. HOUSI	NG RESOURCE CENTER (w	ww.njhousing.gov) A free, online listing	ng of affordable housing
3c, Comme	rcial Media (required) (Check all	that applies)	
	DURATION & FREQUENCY OF OUTREACH	Names of Regional Newspaper(s)	CIRCULATION AREA
TARGETS	ENTIRE HOUSING REGION	12	
Daily New		·	
		Star-Ledger	
		New York Times	
TARGETS	PARTIAL HOUSING REGIO	N 2	
Daily New	spaper		
		Daily Record	Morris
		Express Times	Warren
Weekly No	ewspaper		
		Belleville Post	Essex
		Belleville Times	Essex
		Bloomfield Life	Essex
		East Orange Record	Essex
		Glen Ridge Paper	Essex
		Glen Ridge Voice	Essex
		Independent Press	Essex
		Irvington Herald	Essex
		Item of Millburn and Short Hills	Essex
		Montelair Times	Essex
		News-Record	Essex
		Nutley Journal	Essex
		Nutley Sun	Essex

	Observer	Essex
	Orange Transcript	Essex
	Progress	Essex
	Vailsburg Leader	Essex
	Verona-Cedar Grove Times	Essex
	West Essex Tribune	Essex
	West Orange Chronicle	Essex
	Atom Tabloid & Citizen Gazette	Middlesex, Union
	Chatham Courier	Morris
	Chatham Independent Press	Morris
	Citizen of Morris County	Morris
	Florham Park Eagle	Morris
	Hanover Eagle	Morris
" .	Madison Eagle	Morris
	Morris News Bee	Morris
	Mt. Olive Chronicle	Morris
	Neighbor News	Morris
	Randolph Reporter	Morris
*******	Roxbury Register	Morris
	Parsippany Life	Morris
·	Clark Patriot	Union
	Cranford Chronicle	Union
	Echo Leader	Union
	Elizabeth Reporter	Union
	Hillside Leader	Union
	Leader of Kenilworth & Roselle Park	Union
	Madison Independent Press, The	Union
	Millburn and Short Hills Independent Press	Union
	News Record	Union
	Record-Press	Union

		Scotch Plains Times (Fanwood Times)	Union
		Spectator Leader	Union
		Union Leader	Union
		Warren Reporter	Warren
			water the same that the same t
	DURATION & FREQUENCY OF OUTREACH	Names of Regional TV Station(s)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS	ENTIRE HOUSING REGIO		
		2 WCBS-TV Cbs Broadcasting Inc.	
		3 KYW-TV Cbs Broadcasting Inc.	
		4 WNBC	+
		NBC Telemundo License Co.	
1		(General Electric)	
_		5 WNYW	
		Fox Television Stations, Inc. (News Corp.)	
	· ···	7 WABC-TV	
		American Broadcasting	
		Companies, Inc (Walt Disney)	
_		9 WWOR-TV	
		Fox Television Stations, Inc. (News Corp.)	
		11 WPIX	
		Wpix, Inc. (Tribune)	
_		13 WNET	
		Educational Broadcasting Corporation	
		25 WNYE-TV	
		New York City Dept. Of Info	
L_1		Technology & Telecommunications	
		31 WPXN-TV	+
		Paxson Communications License	
		Company, Llc	
_		41 WXTV	
		Wxtv License Partnership, G.p. (Univision Communications Inc.)	
		47 WNJU	
		NBC Telemundo License Co.	
		(General Electric)	
		50 WNJN New Jersey Public Broadcasting	
		Authority	
		52 WNJT	
		New Jersey Public Broadcasting	
•		Authority 54 WTBY-TV	-
		Trinity Broadcasting Of New	
		York, Inc.	
_		58 WNJB	
		New Jersey Public Broadcasting	
	l .	Authority	1

	62 WRNN-TV	
	Wrnn License Comp	any I.Ic
	63 WMBC-TV	uity, 1110
	Mountain Broadcatin	ng Corporation
	68 WFUT-TV	Spanish
<u> </u>	Univision New York	Llc
TARGETS	PARTIAL HOUSING REGION 2	
	42 WKOB-LP	
	Nave Communicatio	ns, Lic Essex
🗇	22 WMBQ-CA	
<u> </u>	Renard Communicat	ions Corp. Essex, Morris, Union
	Family Stations Of N	lew Jersey
	Inc.	Essex, Morris, Union
	21 WLIW	
	Educational Broadca	
	Corporation	Essex, Union
	60 W60AI Ventana Television,	Inc Essex, Union
	36 W36AZ	Essex, Other
	New Jersey Public B	roadcasting
	Authority	Morris
	6 WPVI-TV	
	American Broadcasti Companies, Inc (Wa	
	65 WUVP-TV	lt Disney) Morris, Union, Warren
	Univision Communic	cations, Inc. Morris, Union, Warren
	23 W23AZ	
	Centenary College	Morris, Warren
	28 WBRE-TV	T. N. W.
	Nexstar Broadcasting 35 WYBE	g, Inc. Morris, Warren
	Independence Public	Media Of
	Philadelphia, Inc.	Morris, Warren
	39 WLVT-TV	
	Lehigh Valley Public	
	Telecommunications 44 WVIA-TV	Corp. Morris, Warren
	Ne Pa Ed Tv Associa	tion Morris, Warren
	56 WOLF-TV	The state of the s
	Wolf License Corp	Morris, Warren
	60 WBPH-TV	
	Sonshine Family Tel	evision Corp Morris, Warren
	Maranatha Broadcasi	ing
	Company, Inc.	Morris, Warren
	10 WCAU	
	NBC Telemundo Lic	
	(General Electric) 16 WNEP-TV	Warren
	New York Times Co.	Warren
	17 WPHL-TV	TI DRAVAL
	Tribune Company	Warren
П	22 WYOU	
	Nexstar Broadcasting	, Inc. Warren
	29 WTXF-TV Fox Television Static	ns Inc
	(News Corp.)	Warren
	T trong corbi)	71 MAX VIX

Y			
		38 WSWB Mystic Television of Scranton Llc	Warren
		48 WGTW-TV Trinity Broadcasting Network	Warren
		49 W49BE	Y GIOL
		New Jersey Public Broadcasting Authority	Warren
		55 W55BS New Jersey Public Broadcasting Authority	Warren
		57 WPSG Cbs Broadcasting Inc.	Warren
		61 WPPX Paxson Communications License Company, Llc	Warren
	1	, sompany, 210	
	DURATION & FREQUENCY		
	OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS	PARTIAL HOUSING REGI	ON 2	
		Cablevision of Newark	Partial Essex
		Comcast of NJ (Union System)	Partial Essex, Union
		Cablevision of Oakland	Partial Essex, Morris
		Cable Vision of Morris	Partial Morris
		Comeast of Northwest NJ	Partial Morris, Warren
		Patriot Media & Communications	Partial Morris
		Service Electric Broadband Cable	Partial Morris, Warren
		Cablevision of Elizabeth	Partial Union
		Comeast of Plainfield	Partial Union
		Cable Vision of Morris	Partial Warren
		Service Electric Cable TV of Hunterdon	Partial Warren
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TADCETS	ENTIRE HOUSING REGIO	M 2	
AM	EMHKE HOUSING KEGIU	. T &	
		WFAN 660	
		WOR 710	
		WABC 770	
FM			L
		WFNY-FM 92.3	
		WPAT-FM 93.1	Spanish

F		
	WNYC-FM 93.9	
	WFME 94.7	Christian
	WPLJ 95.5	
	WQXR-FM 96.3	
	WQHT 97.1	
	WRKS 98.7	
	WAWZ 99.1	Christian
	WHTZ 100,3	
	WCBS-FM 101.1	
	WKXW-FM 101.5	
	WQCD 101.9	
	WNEW 102.7	
	WKTU 103.5	
	WAXQ 104.3	
	WWPR-FM 105.1	
	WLTW 106.7	
TADCETS	PARTIAL HOUSING REGION 2	
AM	TARTIAE HOUSING REGION 2	
	WWRL 1600	Essex
	WXMC 1310	Essex, Morris
	WWRV 1330	Essex, Morris (Spanish)
	WZRC 1480	Essex, Morris (Chinese/Cantonese)
	WMCA 570	Essex, Morris, Union (Christian)
	WNYC 820	Essex, Morris, Union
	WCBS 880	Essex, Morris, Union
		Essex, Morris, Union
	WPAT 930	(Caribbean, Mexican, Mandarin)
	WWDJ 970	Essex, Morris, Union (Christian)
	WINS 1010	Essex, Morris, Union
. <u>U</u>	WEPN 1050	Essex, Morris, Union Essex, Morris, Union
	WKMB 1070	(Christian)

	WBBR 1130	Essex, Morris, Union	
	WLIB 1190	Essex, Morris, Union (Christian)	
П			
	WMTR 1250	Essex, Morris, Union Essex, Morris, Union	
	WADO 1280	(Spanish) Essex, Morris, Union	
	WNSW 1430	(Portuguese)	
	WJDM 1530	Essex, Morris, Union (Spanish)	
	WQEW 1560	Essex, Morris, Union	
	WWRU 1660	Essex, Morris, Union (Korean)	
	WCTC 1450	Union	
	WCHR 1040	Warren	
	WEEX 1230	Warren	
	WNNJ 1360	Warren	
	WRNJ 1510	Warren	
FM			
	WMSC 90.3	Essex	
	WFUV 90.7	Essex	
	WBGO 88.3	Essex, Morris, Union	
	WSOU 89,5	Essex, Morris, Union	
	WKCR-FM 89.9	Essex, Morris, Union	
	WFMU 91.1	Essex, Morris, Union	
	WNYE 91,5	Essex, Morris, Union	
	WSKQ-FM 97.9	Essex, Morris, Union (Spanish)	
· 🗆	WBAI 99.5	Essex, Morris, Union	
	WDHA -FM 105.5	Essex, Morris, Union	
	WCAA 105.9	Essex, Morris, Union (Latino)	
	WBLS 107.5	Essex, Morris, Union	
	WHUD 100.7	Essex, Morris, Warren	
	WPRB 103.3	Essex, Union, Warren	
	WMNJ 88.9	Morris	
	WJSV 90.5	Morris	

<u> </u>							
		WNNJ-FM 103.	03.7 Morri		rris, Warren		
		WMGQ 98.3	WMGQ 98.3		Union		
		WCTO 96.1	/CTO 96.1		Union, Warren		
		WNTI 91,9	ГІ 91,9		Warren		
	WSBG 93.5		Warre		ı		
	WZZO 95.			Warren			
	WAEB-FM 10		.1 Warrer		1		
	WHCY 106.3		Warren		l		
2d Other Dublications (such as winds also also such as a little of the l							
3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)							
		Name of Publications	Outreach Area		RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE		
TARGETS ENTIRE HOUSING REGION 2							
Monthly			-				
		Sino Monthly	North Jersey/NYC area		Chinese-American		

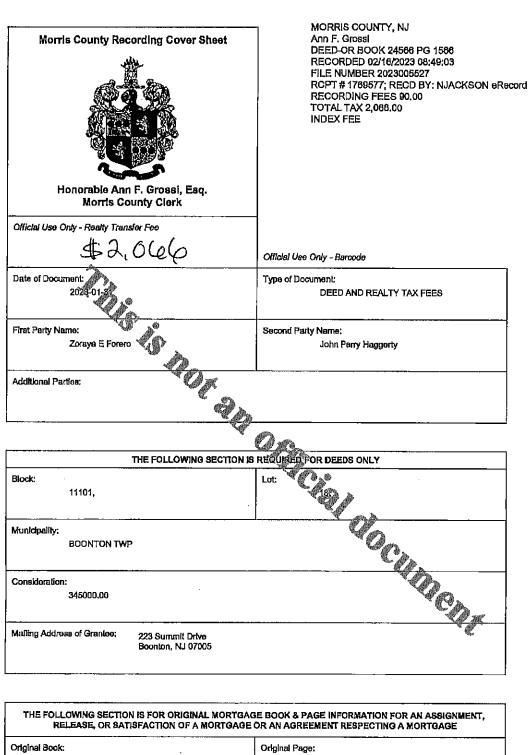
TARGETS PARTIAL HOUSING REGION 2 Daily							
	24 Horas Mid			Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties Portuguese-Language			
Weekly							
		Arab Voice Newspaper	North Jersey/NYC area		Arab-American		
		Brazilian Voice, The	Newark		Brazilian-American		
		Catholic Advocate, The Essex Coun		ea Catholic			
		La Voz	Hudson, Union, Middlesex Counties		Cuban community		
		Italian Tribune	North Jersey/NYC area		Italian community		
		New Jersey Jewish News	Northern and Central New Jersey		Jewish		
		El Nuevo Coqui Newark			Puerto Rican community		
		Banda Oriental Latinoamérica	North Jersey/NYC area		South American community		
		El Especialito	Union City		Spanish-Language		
		La Tribuna Hispana	Basking Ridge, Bound Brook, Clifton, East Rutherford, Elizabeth, Fort Lee, Greeebrook, Linden, Lyndenhurst, Newark, North		Spanish-Language		

				Plainfield, Orange, Passaic, Paterson, Plainfield, Roselle, Scotch Plains, Union, Union City, West NY			
		Ukrania	an Weekly	New Jersey		Ukranian community	
	The Market of Committee						
3e. Employe advertiseme	r Outreach (names of en nts and distribute flyers	mployers regarding	throughout the house available affordate	using region that can	n be conta	acted to post	
	FREQUENCY OF OUTR		NAME OF EMPLO		LOCAT		
Essex Cour	nty						
			Newark Liberty I Airport	nternational	Newark	: Airport, Newark, NJ	
			Verizon Commun	nications		oad St Newark, NJ 07102	
			Prudential Finance			oad St Newark, NJ 07102	
			Continental Airli	nes	1 News	rk Airport, Newark, NJ	
			University of Med		Office of Relation 150 Ber	of Marketing & Media	
			Public Service Enterprise Group		80 Park Plz Newark, NJ 07102		
			Prudential Insura	nce	751 Bro 07102-3	oad Street, Newark, NJ 3777	
			Horizon Blue Cross & Blue Shield of NJ		3 Raym 07102	3 Raymond Plz W Newark, NJ 07102	
			Newark Liberty In Airport		Newark	: Airport, Newark, NJ	
			Horizon Blue Cross & Blue Shield of NJ		540 Bro	oad St Newark, NJ 07102	
<u></u>					5 TO DIC	ad Stitowark, 115 07102	
Morris Cou	nty				400.75		
			Atlantic Health S Morristown Mem		NJ 0790		
			AT&T		NJ and Park, N		
			US Army Armam	ent R&D	Arsnl, N		
			Lucent Technolog		67 Whij and 475 and 5 W Parsipps	ppany Rd, Whippany, NJ South St, Morristown, NJ Jood Hollow Rd, any, NJ and 24 Mountain endham, NJ	
			Pfizer	5.20		Plains/Parsippany	
			Novartis Pharmac	entical		Route 10, East Hanover,	
			Kraft foods	outoat	200 Def	forest Ave, East Hanover, 7 Campus Dr, Parsippany,	
			Mennen Sports A	rena		Ianover Ave, Morristown,	

	Hon	eywell	101 Columbia Rd Morristown, NJ 07960
	Pfize		5 Woodhollow Rd, Parsippany and 175 Tabor Rd, Morris Plains
		lare's Hospital	130 Powerville Road Boonton Township, NJ 07005 and 25 Pocono Road Denville, NJ 07834 and 400 West Blackwell Street Dover, NJ 07801 and 3219 Route 46 East, Suite 110 Parsippany, NJ 07054
Union Cou	nty		
	A&N	f Industrial Supply Co	1414 Campbell St Rahway
		Seabra inc,	574 Ferry St Newark
	Brist & De	ol-myers Products Research	1350 Liverty Ave Hillside
		Candy Inc	1091 Lousons Road PO Box 271 Union, NJ
	Com	cast Network	800 Rahway Ave Union, NJ
	Hone	yWell Inc.	1515 West Blancke Street Bldgs 1501 and 1525 Linden, NJ
	IBM	Corporation	27 Commerce Drive Cranford, nj
	How	ard Press	450 West First Ave Roselle,nj
	Luce	nt Technologies	600 Mountain Ave Murray Hill,NJ
	Merc	k & Co. Inc	1 Merck Drive PO Box 2000 (RY60-200E) Rahway, NJ
	Rahy	ay Hospital	865 Stone Street Rahway, NJ
		oa Extruders, Inc	1401 Park Ave South Linden
	Unio	n County College	1033 Springfield Ave Cranford,NJ
Warman Car			
Warren Co	uniy		<u> </u>
	Mast	erfoods USA	800 High Street Hackettstown, NJ
	Warr	en Hospital	185 Roseberry St Phillipsburg, NJ
	Roch	e Vitamins	206 Roche Drive Belvidere, NJ
	Hack	ettstown Hospital	651 Willow Grove St. Hackettstown, NJ
	Pech	ney	191 Route 31 North Washington, NJ
	Lopa	tcong Care Center	390 Red School Lane Phillipsburg, NJ
	Mail	nckrodt/Baker, Inc	222 Red School Lane Phillipsburg, NJ

3f. Community Contacts (names of	f community groups/orga	anizations throughout the hous	sing region that can be				
contacted to post advertisements a Name of Group/Organization	nd distribute flyers regard Outreach Area	ding available affordable hous Racial/Ethnic Identification of Readers/Audience	ing) Duration & Frequency of Outreach				
	-						
V. APPLICATIONS							
Applications for affordable housing							
4a. County Administration Buildinaddress, contact person) (Check al		ii counties in the housing region	on (list county building,				
Building		LOCATION					
Morris County Library		30 East Hanover Avenu	ue, Whippany, NJ 07981				
Warren County Library Hea	ndquarters	199 Hardwick Street, E	Belvidere, NJ 07823				
Essex County/Hall of Recor	rds	465 Dr. Martin Luther 07102 (973)621-4400	465 Dr. Martin Luther King, Jr. Blvd, Newark, NJ 07102 (973)621-4400				
Union County/Administrati	on Building	Elizabethtown Plaza, E	lizabeth, NJ 07207 (908)527-				
4b. Municipality in which the unit	s are located (list municip		rary, address, contact person)				
4c. Sales/Rental Office for units (i	f applicable)						
WWARMS							
V. CERTIFICATIONS AN	ID ENDORSEME	NTS					
I hereby certify that the above info knowingly falsifying the informati certification or DCA Balanced Ho	on contained herein may	affect the (select one: Municipal	pality's substantive				
Name (Type or Print)							
Title/Municipality							
Signature		Date					
U							

Appendix E – Deed Restrictions



MORRIS COUNTY RECORDING COVER SHEET Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

WARNING: Information contained on the Recording Cover Sheet must exactly metch the information within the attached document or the document will be rejected and returned.

WS13334

Hero
This Deed is made on January 31, 2023, and delivered on February 3, 2023, BETWEEN Zoraya E. Forero, single
whose post office address is 22 Bradford Terrace, Boonton Township, NJ 07005
referred to as the Grantor, AND John Perry Haggerty, married whose post office address is about to be 223 Summit Drive, Boonton Township, NJ 07005
The state of the s
referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.
1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of \$345,000.00 Three Hundred Forty-Five Thousand Dollars and No Cents
The Grantor acknowledges receipt of this money.
2. Tax Map Reference. (N.J.S.A. 46:2643) Municipality ofTownship of Boonton
Block No. 11101; Lot No. 18 , Qualifier No. and Account No
No lot and block or account number is available on the date of this Deed. (Check box if applicable.)
3. Property. The Property consists of the land and all the buildings and structures on the land in the Township
of Boonton , County of Morris and State of New Jersey.
The legal description is:
Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)
BEING the same premises conveyed to Zoraya E. Forero, unmarried, by Deed from Eduardo Beitran, unmarried, and Zoraya E. Forero, unmarried, dated February 25, 2020 and recorded March 3, 2020 in the Morris County Clerk's Office in OR Book 23725 at Page 177, et seq
ALSO BEING the same property vested in Eduardo Beitren and Zoraya E. Forero, Husband and Wife, by deed from Kenneth J. Fanale and Sharon A. Fanale, Husband and Wife, dated October 15, 2008 and recorded October 23, 2008 in the Morris County Clerk's Office in OR Book 2, 174, Page 1719.
The above premises are sold subject to easementa and restrictions of records such state of facts as an accurate survey would reveal and the Zoning Ordinance of the Township of Bootton.
Preparatory: (For Recorder's Use Only) Bernard P. Bacckette, Esq.



EXHIBIT A

The Land is described as follows:

All that certain tract or parcel of land, situated, lying and being in the Township of Boonton in the County of Morris and the State of New Jersey, more particularly described as follows:

BEING known and designated as the westerly one-half of Lot(s) 227, 229, 231 and 233 in Block 3 as shown on a certain map entitled "Map of Property of Rock Ridge Incorporated", duly filed in the Morris County Clerk's/Register's Office on May 12, 1909 as Map No. 344-B.

BEGINNING at a point on the northeasterly sideline of a Right of Way distant 80.94 feet northwesterly from the intersection of the northwesterly sideline of Summit Drive and the dividing line between said Right of Way and Lot 227 in Block 3 as shown in the aforementioned map; running thence

- 1. North 53 degrees 31 minutes 00 seconds West, 80.94 feet to a point; thence
- 2. North 36 degrees 29 minutes 00 seconds East, 100.00 feet to a point; thence
- 3. South 53 degrees 31 minutes 00 seconds East, 99.69 feet to a point; thence
- 4. South 44 degrees 05 minutes 00 seconds West 100.89 feet to a point, the point and place of BEGINNING.

TOGETHER with right to use Right of Way for ingress and egress to subject premises as established in Deed Book E-43 Page 578 and confirmed in Deed Book 2151 Page 761 and Deed Book 4730 Page 16.

BEING further described as:

BEGINNING at a point on the division line between Filed Map Lots 225 and 227 in Block 3 as shown on certain map entitled "Map of Property of Rock Ridge Incorporated" filed in the Morris County Clerk's Office on May 12, 1909 as Map No. 344B, (a portion of Filed Map Lot 225 is shown as a 25.00 foot wide R.O.W. on the current Tax Assessment Maps of the Township of Boonton and labeled "ROAD" on Filed Map No. 344B) said point being distant 90.00 feet along said division line also being the second course as described and recorded in Deed Book 4222, Page 56, from the intersection of said division line with the northwesterly line of Summit Drive (60.00 feet wide) as described in the aforementioned Deed Book 4222 Page 56; and running thence

- 1. Along said division line between Filed Map Lots 225 & 227, North 53 degrees 36 minutes 00 seconds West 90.00 feet to a point; thence
- 2. Along said division lines between Filed Map Lots 227 and 228, between Lots 229 and 203, between lots 231 and 232 and also between Lots 233 and 234, North 36 degrees 29 minutes 00 seconds East, 100.00 feet to a point on the division line between Filed Map Lots 233 and 235; thence
- 3. Along said division line, South 53 degrees 31 minutes 00 seconds East, 99.69 feet to a point on the third course as described in Deed book 4222 Page 56; thence
- 4. Along said third course in a reverse direction, South 44 degrees 05 minutes 00 seconds West, 100.78 feet to a point on the aforementioned division line between Filed Map Lots 225 and 227, being the point or place of

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

NJRB 3-09

ALTA Commitment for Title Insurance Adopted 6-17-06 Revised 08-01-2016

Last Revised 05/23/17

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EXHIBIT A

(Continued)

BEGINNING.

EXCEPTING THEREOUT AND THEREFROM PORTION OF SAID PREMISES CONVEYED TO NEIGHBORING LOT 15 BY BOUNDARY LINE AGREEMENT RECORDED IN CONSENT ORDER OF THE SUPERIOR COURT OF NJ DATED AUGUST 16, 2011 AND RECORDED SEPTEMBER 29, 2011 IN OR BOOK 2871 PAGE 1450.

BEING further described as follows:

Beginning at a point on the northeasterly line of Lot 19, said point being N53°29'00"W a distance of 96.45 feet from its intersection with the northwesterly R.O.W. line of Summit Drive (60' R.O.W.), and running; thence

- 1) N53°29'00"W, a distance of 111.56 feet to a point; thence
- 2) N36°31'00"E, a distance of 78.02 feet to a point; thence
- 3) S56°08'30"E, a distance of 122.14 feet to a point marked by a capped rebar found; thence
- 4) S43°38'13"W, a distance of 84.33 feet to a point, said point being the Point and Place of Beginning.

Being known and designated as part of Lots 227, 229, 231, & 233 in Block 3 as shown on a certain map entitled "Map of Property of Rock Ridge (incorporated" said map was filed in the Morris County Clerk's Office on May 12, 1909 as Filed Map No. 344-B

Being in accordance with a survey prepared by Morgan Engineering, LLC, dated January 31, 2023.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as 223 Summit Drive, Boonton Township, NJ 07005, Lot 18, Block 11101 of the official Tax Map of the Township of Boonton.

nip of Boonton.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part Il-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

NJRB 3-09

Last Revised 05/23/17

ALTA Commitment for Title Insurance Adopted 6-17-06 Revised 08-01-2016

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This Deed is delivered on FEBRUARY 3 2023

The street address of the Property is 223 Summit Drive, Boonton Township, NJ 07005

- 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.)

Witnessed or Attested by:	Lordy Etorgro	(Seal)
	Zoraya E/Forero	(
		(Seal)
STATE OF NEW JERSEY, COUNTY OF		
I CERTIFY that on JAN. 3/ ,202		
Zoraya E. Forero, single		
personally came before me and stated to my satisfaction	on that this person (or if more than one, each pers	ion):
(a) and the melion of this Doods		

- (a) was the maker of this Deed;
- (b) executed this Deed as his or her own act; and
- (c) made this Deed for \$ 345,000.00 as the full and actual consideration paid or to be pald for the transfer of title, (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:

Weichert Title 1909 Route 70 East Cherry Hill, NJ 08003

BERNARD P. BACCHETTA

Print name and titlAFFORNEY AT LAW
STATE OF NEW JERSEY

Atorney at

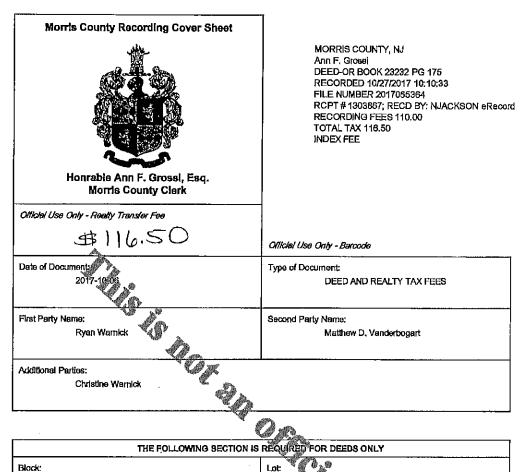
103 - Deed - Bargain and Sale Cov. to Grantor's Act -Ind. to Ind. or Corp. Plain Language Rev. 3/16 P1/17



GIT/REP-3 (2-21) (Print or Type)

State of New Jersey Seller's Residency Certification/Exemption

						·		
Selle	r's Informatio) i)						
	E. Forero , SÌN	iale						
Current St	rest Address	J		,				
facilities and agen	ford Terrace		•					
	, Post Office n Township,			State	NJ	ZIP Code 07005		
	erty Informati	ion			Ma	07000		
Block(s)	erty mnormati	IO31	Lot(s)			Qualifier		
11101		- <u> </u>	18					
Street Add	ress mmit Drive			•				
	, Post Office			Stata		ZIP Code		
Boontor	n Township				NJ	07005		
	rcentage of Ownership	2	Total Consideration		Share of Consideration	Closing Date 2/3/23		
100 Sollor	s Assurances (C	Prockettis Appr	\$345,000,00 opriate Box) (Boxes		000,00 to Residents an			
	/	VAVAN						
1, 🔀			alp estate, or trust) of the Str atum, and will pay any appi					
2.		₩ (.4	s used exclusively as a prin	• •				
3,	• • •		ortgaged property to a mor	•				
·,	additional consider	etion.	iorgage property to a mor	Redad to totadioante of the	a frendig: Itt lied of V	DISCUSSION WILL IN		
4. 🔲	Seller, transferor, o	r transferee is an a	gency or authority of the U	nited States of America, ar	agency or authority	of the Stata of New		
	Jersey, the Federal	National Mortgage	Association, the Federal F	lome Loan Mortgage Corp	oration, the Governm	nent National Morigage		
5,	Association, or a pr					•		
6.			ust and is not required to n	20 30 30 m	· ·	no Tou nove-soi		
7.	The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income Tax payment. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE							
تجني رع	APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to							
-	file a New Jersey in	ncome Tax return fo	or the year of the sale and r					
8. —	Seller did not recel-	•	•					
السا .8	The real property is	s being transferred	by an executor or administ the provisions of the deced	ator of a decedent to a de-	visee or heir to effect	distribution of the		
9. .			•	Willer.	487 to			
0, 644	proceeds from the	sale and the mortga	i to a short sale instituted b agee will receive all procea	у me mortgagee, whereby da paying off an agreed ar	the seller agreed not papton introduced	to receive any		
10. 🔲			004, and was not previous					
11.	•	•	under a relocation compan	•	ee of the relocation c	ompany buys the		
F7	property from the se	eller and then sells	the house to a third party b	buyer for the same price.		,		
12.	The real property is Code section 1041.		between spouses or incide	nt to a divorce decree or pr	roperty settlement ag	reement under 26 U,S.		
13, 🔲	The property transf	erred is a cometery	plot.					
14.	The seller is not rec settlement sheet.	calving net proceed	is from the sale, Net procee	ds from the sale means th	e net amount due to	the seliar on the		
15. 🔲	The seller is a retire	ement trust that rec	eived an acknowledgment nake the estimated Gross I	letter from the internal Rev	renue Service that the	e seller is a retirement		
16, 🔲			artner) originally purchased		ant of New Jargey su	a member of the IIS		
	Armed Forces and applicable and neith	is now selling the p	reporty as a result of being	deployed on active duty o	utside of New Jersey	(Only check this box if		
Sallon	's Declaratio							
			n and its contents may be	isclosed or provided to th	New Jersey Divisio	n of Taxation and that		
eny false	statement contained	herein may be pur	ished by fine, imprisonmer	nt, or both. I furthermo <u>re d</u> e	ciare that I have exa	mined this declaration		
and, to th	e best of my knowled	ige and belief, it is	true, correct and complete.	By checking this box	i certify that a Power	of Attorney to repre-		
	cholos nas paen pre	o recorded tectored to	r is being recorded simultar	Taonath with the deed to M	nch this form is attac	maa.		
Day	1. 31/23		egraphy tou	(PO Zoraya E. Fore	iro			
	Date 1/3	1/2023	Signature (Se	iller) Indicate if Powe	r of Attorney or Attorn	ney in Fact		
	Date		Signature (Se	iler) Indicate if Powe	r of Attorney or Attorn	ney in Fact		



		THE FOLLOWING SECTION	IS REQUIRED FOR DEEDS ONLY
Block:	41801 Qual C12	03,	Lot
Municipality:	BOONTON TWE	5	
Consideration	ı: 116193.00		· · · · · · · · · · · · · · · · · · ·
Mailing Addre	ess of Grantee;	24 Bradford Terrace Boonton, NJ 07005	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOK & PAGE INFORMATION FOR AN ASSIGNMENT RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE						
Original Book:	Original Page:					

MORRIS COUNTY RECORDING COVER SHEET

Please do not detach this page from the original document as it contains important recording information and
is part of the permanent record.

WARNING: Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.

AFFORDABLE HOUSING DEED

Prepared By:		
Alux	Bosch	of Mills
Africe Bartholom	w, Real Estat	oldnuco o Paralegal
11100 12011010111	ori, I con Linu	o i matogai

BETWEEN RYAN WARNICK AND CHRISTINE WARNICK, husband and wife whose post office address is 2400 Deerbourne Drive, Brentwood, Tennessee 37027 referred to as the Grantor, AND MATTHEW D. VANDERBOGART, Un morrico whose post office address is about to be 24 Bradford Terrace, Boonton, New Jersey 07005 referred to as the Grantee. The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above. 1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of ONE HUNDRED SIXTEEN THOUSAND ONE HUNDRED NINETY THREE AND 00/100THS-- (\$116,193.00) DOLLARS -The Grantor acknowledges receipt of this money. 2. Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality BOONTON Block No. 41601 Lot No. 16 Qualifier No. C1203 No property tax identification number is available on the date of this Deed. (Check Box if Applicable.) 3. Property. The Property consists of the land and all the buildings and structures on the land in the TOWNSHIP of BOONTON County of MORRIS and State of New Jersey. The legal description is: X Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING the same premises conveyed to Ryan Warnick and Christine Warnick, husband and wife, by Deed from Brandie D. Engelberger, unmarried, dated February 22, 2016, and recorded on March 21, 2016, in the Morris County Clerk's Office in Deed Book 22876 page 802.

Being the same premises conveyed to Brandie D. Engelberger, unmarried, by Deed from Alice Kimberly McNall, unmarried, dated April 5, 2013 and recorded on April 29, 2013, in the Morris County Clerk's Office in Deed Book 22309, page 432.

The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT dated November 29, 1995, which was filed in the Office of the Morris County Clerk in Book 4393, page 261, on January 29, 1996, and is also on file with the Township.

Subject to all easements, restrictions and reservations of record and such state of facts as an accurate survey may disclose.

The street address of the Property is: 24 Bradford Terrace, Boonton, New Jersey 07005.

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.)

Witnessed By:

Dagger, Nolary

Christine Warnick



SCHEDULE A-5 LEGAL DESCRIPTION

Issuing Office File No. ST-9239

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Boonton, County of Morris, State of NJ:

Known as and designated as Unit No. 60, Building 12 situated in BRAE LOCH CONDOMINIUM, a condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided .8695% interest in the General Common elements of said condominium appurtenant to the aforesaid unit in accordance with and subject to the terms, conditions, covenants, restrictions, reservations easements, lien as for assessments, and office provisions as set forth in the current Master Deed of BRAE LOCH CONDOMINIUM, dated 12/21/1995 and recorded on 1/29/1996 in the Office of the Morris Clerk/Register in Deed Book 4323, Page 126, and as amended in Book 4781 Page 83; Book 5037 Page 115; Book 5037 Page 117; Book 5177 Page 139; Book 6299 Page 61; Book 5663 Page 30; Book 5663, Page 36; Book 5887 Page 136; Book 6505 Page 233; Book 20665 Page 1110; Book 21458 Page 1480; Deed Book 22421 Page 592; Deed Book 22537 Page 14, Deed Book 22654, Page 1842 and as same may now or hereafter be lawfully amended.

FOR INFORMATION PURPOSES ONLY: BEING known as 24 Bradford Terrace, Boonton, NJ 07005, Tax Lot No. 16, Qualifier C1203 Tax Block 41601 on the Official Tax Map of Township of Boonton, County of Morris, NJ.

(Chapter 49, P.L.1	STATE OF NEW JERS FFIDAVIT OF CONSIDERATION FO 968, as amended through Chapter 3	R USE BY SELLER
STATE OF NEW JERSEY	PUAVIT, PLEASE READ THE INSTI	FOR REGORDER'S USE ONLY Consideration \$ 1/6,145
COUNTY MORRIS	∫89. County Muntcipel Code 1402	RTF paid by seller \$ 116.50
MUNICIPALITY OF PROPERTY LOCATION		
(1) PARTY OR LEGAL REPRESENTATIV		"Use symbol "C" to indicate that the its problem of the output use.
Deponent, RYAN WARNICK		
(Name) - deposes and save that ha/she is the GR		worn according to taw upon his/her oath a deed dated OCTOBER (0 2017 transferring Londing Institution, sto.)
real property identified on Block number	41601	Lot number 16 C1203 located at
24 BRADFORD TERRACE, BOONTON,		and annexed thereto
	641 Address, Town)	
A		verse side) Ino prior mortgage to which property is subject.
(3A) REQUIRED CALCULATION OF EQU (Instructions #5A and #7 on reverse al	UALIZED VALUATION FOR ALL CL	red is Class 4A, calculation in Section \$A below is required. ASB 4A (GOMMERCIAL) PROPERTY TRANSACTIONS: ASBESSE Valuation
If Director's Radio is less than 100%, the online excess of 100%, the sasessed value will be a	% = \$ Zalized valuation will be an emount pre- aqual to the equalized valuation.	aler than the assessed value. If Director's Ratio is equal to or in
(4) FULL EXEMPTION FROM FEE (Instru Deponent states that this deed transaction C. 66, P.L. 2004, for the following reason(s) is this exempt from the Roully Tran	neter Fae Imposed by G, 49, P,L, 1969, as amended through ool is insufficient. Explain in detail.
Void claim for pertial exemption. Deponent General Purpose Fess, as applicable, Impo) only, ALL BOXES IN APPROPRIA t distins that this deed transaction is used by C. 178, P.L. 1975, C. 113, P.	TE CATEGORY MUST BE CHECKED. Fature to do so will exempt from State portions of the Basia, Supplemental, and L., 2004, and C. 86, P.L. 2004 for the following reason(e):
A. SENIOR CITIZEN Grantor(s) B. BLIND PERSON Grantor(v) DISABLED PERSON Grantor(s)	82 years of age or over.*(Institute) legally blind or; * permanently and totally disabled	ion #9 on reverse side for A or B) Galofung disability payments Inot gainfully employed
Senior olitzens, bilind persone, or Cwned and occupied by gran		ਵਧਿ of the following criteria: pldent of State of New Jersey. ਸਭਾਰ ਕਰ Joint tay and must all quellty.
*IN CASE OF HUSBAND AND WIFE, PARTING	R8 IN A CIVIL UNION COUPLE, ONLY C	ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY,
C. LOW AND MODERATE INCOME Affordable according to H.U.I Meets income requirements of	The state of the s	e skie) served for occupancy, sject to resale controls.
(6) NEW CONSTRUCTION (Instructions #2	2, \$10, \$12 on reverse side)	
 Entirely new improvement. Not previously used for any p 	Not previously occup WEW CONSTRUCT	oled. TON' printed clearly at top of first page of the deed,
(7) RELATED LEGAL ENTITIES TO LEGA		· · · · · · · · · · · · · · · · · · ·
This contributions to south the	or to which property is subject at fir alther granter or grantee legal entit d by or between granter or grantee	hs -
(8) Deponent makes this Affidavit to induce accordance with the provisions of Ghapter 4	e county clark or register of deads to	o record the deed and accept the see submitted herewith in hapter 33, 9.L. 2008.
Subscribed and eworn to before me this begins day of OCTOBER 20 17	Agnature of De	POPER RYAN AND CHRISTINE WARNICK Onunfor Name
Resulting	2400 DEERBOURN Deponent Ada	
OF TENNESSEE	Lest three digits in Granior's 8o	8 3 FEIN, SUCH, KAHN&SHEPARD, PC
NOTARY PUBLIC SON COUNTY PROCESSING SON COUNTY PROCESSING STREET SAN TO COUNTY PROCESSING SON COUNTY PROCESSIN	Instrum Deed I	rent Number 2 100 5 36 4 County 1001 5 Count
County recording of spin and resemblish a copy	y of each RTF-1 form when Section 3A is a	

TRENTON, MEANTY TRANSPER FEE UNIT

The Director of the Division of Texation in the Department of the Treasury has prescribed this form as required by taw, and it may not be extend or smeanted without prior approved of the Division's website at www.sefate.nj.us/treasury/texation/ip/foositex.shtml.

BK 23232 PG 179



State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION	1		
Name(s)			· · · · · · · · · · · · · · · · · · ·
RYAN WARNICK AND CHRIS	STINE WARNICK, husband and wife		
Current Street Address			
2400 DEERBOURNE DRIVE			
City, Town, Post Office Box		State	Zip Code
BRENTWOOD		TN	37027
PROPERTY INFORMATIO	N		No.
Block(s)	Lot(s)	Quali	fler
41601	16	C1203	
Street Address	W/M-1		
24 BRADFORD TERRACE City, Town, Post Office Box		The state of the s	
BOONTON TOWNSHIP		State NJ	Zip Code 07005
Seller's Percentage of Owners	ship Total Consideration	Owner's Share of Consideration	Closing Date
100%	\$116,193.00	#116,193.00	10/13/2017
SELLER'S ASSURANCES	(Check the Appropriate Box) (Boxes	2 through 14 apply to Residents a	ind Nonresidents)
	payer (individual, estate or trust) of the State		
will file a resident grosi	s income tax return, and will pay any applicat	ble taxes on any gain or income from the	disposition of this
, property.	* V AV 2		•
Seller is a mortgagor c	or transferred is used exclusively as a princip	pal residence as defined in 26 U.S. Code	section 121,
additional consideration	conveying the mortgaged property to a mortga	agee in toreclosure or in a transfer in lieu	of foreclosure with no
4. 🏻 Seller, transferor, or tra	ansferee is an agency or authority of the Walte	ed States of America, an agency or autho	prity of the State of New
Jersey, the Federal Na	tional Mortgage Association, the Federal Hor ie mortgage Insurance company.	ne Loan Mortgage Corporation, the Gove	rnment National Mortgage
	ual, estate, or trust and is not required to mak		
b. The total consideration 7 The gain from the sale	for the property is \$1,000 or less so the selle	er is not recidired to make an estimated in	rcome tax payment.
THE APPLICABLE SEC	is not recognized for federal income tax purp CTION). If the indicated section does not ulti	Doses under 26 U.S. Code section 721, 1	031, or 1033 (CIRCLE
obligation to file a New	' Jersey income tax return for the year of the :	sale and report the recognized gain.	i acknowledges (ne
Seller did not receive n	ion-like kind property.		
8. The real property is bei	ing transferred by an executor or administrate	or of a decedent to a devise or heir to e	ffect distribution of the
	cordance with the provisions of the decedent		
8. L. The real property being proceeds from the sale	sold is subject to a short sale instituted by the and the mortgages will receive all proceeds	he mortgagee, whereby the seller coreed	not to receive any
	to August 1, 2004, and was not previously re		Age.
	ing transferred under a relocation company tr		»
property from the seller	and then sells the house to a third party buy	ver for the same price.	• •
 The real property is being U.S. Code section 1041 	ng transferred between spouses or incident t	io a divorce decree or property settlemen	t agreement under 26
13. 🔲 The property transferred	d is a cemetery plot.		
14. 🔲 The seller is not receivi	ng net proceeds from the sale. Net proceeds	from the sale means the net amount due	e to the seller on the
settlement sheet,			
SELLER'S DECLARATION	The same was to be a second and the		
	at this declaration and its contents may be disclosi	ad as provided to the New James Division of	Grandler and the Law S. I.
statement contained herein may	be punished by fine, imprisonment, or both. I furth	hermore declare that I have examined this dec	deretion and to the best of
my knowledge and belief, it is tru	ie, correct and complete. By checking this box ecorded simultaneously with the deed to which this	Licertify that a Power of Attorney to represen	t the seller(s) has been
Francisco Todos Com Chi is neitili to	Amena summer regard with the deed to Minch (Ule	s коли на рависнас.	
10/6/17		Ukuulh	
/ Date	(0.11)	Signature	
10/5/17	Chrine	er) Please Indicate if Power of Attorney or Attorney in) Paci
Dale		Signature	
	(Selle	er) Please Indicate if Power of Attorney or Attorney in	t Fact

CERTIFICATION AS QUALIFIED PURCHASER FOR LOW/MODERATE AFFORDABLE CONDOMINIUM IN BRAE LOCH CONDOMINIUM

WHEREAS, certain specified condominiums (hereinafter "Affordable Condominiums") within Brae Loch Condominiums are subject to the terms, provisions and restrictions set forth in the Affordable Housing Plan in which plan was filed in the Office of the Clerk of Morris in Deed Book 4323 at Page on 261 and is on file with the Boonton Township Municipal Clerk, as well as Township Zoning Ordinance; and

WHEREAS, the Township of Boonton, having established rules and guidelines for qualifying of purchasers as Qualified Purchasers, and the below name purchaser(s) having made application has been determined to be a Qualified Purchaser(s) as specified in the Plan;

NOW, THEREFORE, in accordance with the Affordable Housing Plan for Brae Loch at Boonton Township, the Boonton Township Housing Administrator does hereby certify as follows:

- 1) I have reviewed the Application for Certification of Mathew Vanderbogart (Purchaser) to be a Qualified Purchaser, of a Moderate/Low Income Affordable Condominium in Brae Loch along with all other relevant documentation submitted by Purchaser.
- 2) Based upon the information furnished by Rurchaser concerning the Purchaser's Gross Aggregate Family Income. Family size, Sales Price and the certification by Purchaser that the information furnished is true and accurate to the best knowledge of Purchaser, this Purchaser is a Qualified Purchaser in compliance the requirements of the plan.

Upon closing of title, this Certification shall be recorded simultaneously with the deed conveying title of the above-described unit to the above referenced purchaser.

Housing Administrator
Township of Boonton

Signed this 5th day of 12 to 2017.

Sworn and subscribed before me this

MAUREEN D. COMO NOTARY PUBLIC OF NEW JERSEY MY.COMMISSION EXPIRES AUG. 8, 2020 STATE OF TENNESSEE

COUNTY OF

SS.

I CERTIFY that on OCTOBER 6

RYAN WARNICK AND CHRISTINE WARNICK, husband and wife,

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a)

was the maker of this Deed; executed this Deed as his or her own act; and, (b)

made this Deed for \$116,193.00 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.) (c) n con.

RECORD AND RETURN TO:

Simplicity Title, LLC 70 Grove Street Somerville, New Jersey 08876

Hoon.

This Deed is made on BETWEEN

December 2,2013

DANIEL T. WORTS

KATHLEEN A. WORTS

Husband and Wife

whose post office address is 26 Bradford Terrace, Boonton, NJ 07005

referred to as the Grantor,

AND

BRIAN E. JENNINGS , WWW ARKIED,

whose post office address is

about to be 26 Bradford Terrace, Boonton, NJ 07005

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of \$ 102,430.00, One Hundred Two Thousand Four Hundred Thirty Dollars and No Cents.

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 6:26A-3) Municipality of Boonton Block No. 41601, Lot No. 16-C1202, Qualifier No. and Account No. .

No property tax identification number is available on the date of this Deed. (Check box if applicable)

3. Property. The Property consists of the land and all the building and structures on the land in the Township of Boonton, County of Morris and State of New Jersey

The legal description is:

Please see attached Legal Description annexed hereto and made part hereof. (Check box if applicable)

BEING the same premises conveyed to the Grantors herein by Deed from Glen Jankowski and Kimberly Jankowski, husband and wife, dated July 25, 2005 and recorded July 28, 2005 in the Morris County Clerk's Office in Deed Book 6389, page 229.

The Owner's right, title and interest in this unit and the use, sale, usale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT, dated July 24, 198, which was filed in the Office of the Morris County Clerk in Book 4868 at page 058 on October 27, 1998 and is also filed with the Township

THIS conveyance is made subject to easements, restrictions and conditions of record, if any, and to such facts as an accurate survey may reveal.

MORRIS COUNTY, MJ
JOAN BRANHALL, COUNTY CLERK
DEED-OR BOOK 22466 PG 777
RECORDED 12/09/2013 13:13:38
FILE NUMBER 2013093937
RECORDING FEES \$80.00
TOTAL TAX \$102.50

Prepared by:

(For Recorders Use Only)

TITLE INSURANCE COMMITMENT * Issued by Elite Title Group; LLC * AGENT FOR WESTCOR LAND TITLE INSURANCE COMPANY

File No.: ETG-10482

SCHEDULE C LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, iying and being in the Township of Boonton, in the County of Morris, State of NJ:

KNOWN and designated as Unit 12-61 in Building 12 situated in "Brue Loch Condominium", established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided .8695% interest in the General Common elements of said condominium appurtenant to the aforesaid unit in accordance with and subject to the terms, conditions, covenants, restrictions, reservations easements, lien as for assessments, and other provisions as set forth in the current Master Deed of "Brue Loch Condominium", dated December 21, 1995, recorded January 29, 1996, in the Office of the Morris Clerk/Register in Deed Book 4323, Page 126, with Amendments in Deed Book 4781, Page 83; Deed Book 5037, Pago 117 & Deed Book 21458, Page 1480, as same may now or hereafter be lawfully amended.

NOTE: Being Lot 16-C1202, Tax Block 41601 on the Official Tax Map of Township of Boonton, State of NJ.

NOTE: Lot and Block for informational purposes only.

New Jersey Land Title Insurance Railing Bureau ALTA Plain Language Commitment 2008 New Jersey Variation

NJRB 3-08 Last Revised 6/15/2009

GIT/REP-3 (5-12)

www.aslegal.com 800.222.0510

Page 1



State of New Jersey

Seller's Residency Certification/Exemption (C.55, P.L. 2004)

SE	LLE	Print or Type) ER(S) INFORMAT B) Daniel T. Worts			e 2):	(0.00, 1 .11. 2	1004)			-	
Cu	rren	t Resident Address	105 C	ourtshire	Driv	7e					
Cit	y, T	own, Post Office	Brick	· · · · · · · · · · · · · · · · · · ·			State_	ŲИ	Zip Code _	0872	23
		ERTY INFORMAT) 41601	TION (Brief	Property Desc Lot(s) 16-);		Qualific		er trouve to our	
Sta	eet A	Address <u>26 Bradfo</u>	rd Terrace					······································		,, ,-	and afficient particular to the control of the cont
Cit	y, Ta	own, Post Office Bo	onton	(r) - 13,0 annum (r) - 15 annum (r)			State	NJ	Zip Code	**************************************	07005
Sel	ler's	Percentage of Own	ership)	100%	Conside	eration \$102	,430.00		Closing	Date	12/2/13
SE 1.		ER'S ASSURANCE I am a resident taxps									
2,	_	resident gross incom	e tax return a	nd pay any applic	able tax	es on any gain	or incom	e from th	e disposition (of this p	roperty.
IJ,	_	federal Internal Rev	enue Code of :	1986, 26 U.S.C. a.	121.					_	
3.		I am a mortgagor con additional considerat	nveying the m ion.	ortgaged propert	y to a mo	ortgagee in fo	reclosure	or in a tr	ansfer in lieu	of forec	losure with no
4.		Seller, transferor or New Jersey, the Fed National Mortgage A	eral National	Mortgage Associa	ation, th	e Federal Hon	ne Loan I				
Б.		Seller is not an indivi-		•	•	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		iated pay	ment pursuan	t to N.J	.S.A. 54A:1-1
6.		The total consideration pursuant to N.J.S.A.			less and	as such, the s	eller is no	t require	d to make an	estimat	ed payment
7.		The gain from the sal cemetery plot. (CIRC seller acknowledges	CLE THE AP	PLICABLE SEC	TION.)	If such section	n does no	t ultimate	ely apply to th	is trans	action, the
		No non-like kind pro	perty received	i.				,4			
8.		Transfer by an execu accordance with the p							ion of the dec	edent's	estate in
9.		The property being a proceeds from the sa									o receive any
10.		The deed being recor unrecorded.	ded is a deed	dated prior to the	effective	e date of P.L.	2004, c. 5	5 (August	t 1, 2004), and	was pro	eviously
The and exa that	unde that mine the	R(S) DECLARAT. ersigned understands any false statement of this declaration and, Power of Attorney to is form is attached.	that this declar ontained hereif to the best of	in could be punish my knowledge ar	ed by fir id belief,	ne, imprisonm , it is true, cor	ent, or bo rect and o	th. I furt complete.	hermore decla By checking	ire that this box	I have □, I certify
	12	/ /13		lane	at t	Walt	<u> </u>				
		Date		Sign Daniel 7. Wo	ature rts	(Seller) Please	indicate i	f Power of	Attorney or At	torney iz	Fact
	12/	/ /¡3 Date		Sign Kathleen A.	ature Worts	(Seller) Please	indicate i	f Power of	Attorney or At	torney în	ı Fact
	- Sel	ler's Residency Certifica	tion/Exemption	1 P	owered by	-l			ed by ALL-ST		GAL®

Rev. 5/12 P5/12

Pions Person

The street address of the Property is: 26 Bradford Terrace, Boonton, NJ 07005

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. 16.3.6). 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 by:

Cond Claps	DANIEL T. WORTS
Roy R. Claps	DANIEL T. WORTS
Roy R. Claps	KATHLEEN A. WORTS
(Seal)	

STATE OF NEW JERSEY, COUNTY OF MORRIS SS: I CERTIFY that on December 2, 2013

DANIEL T. WORTS and KATHLEEN A. WORTS personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of this Deed; and,

(b) executed this Deed as his or her own act; and

(c) made this Deed for \$ \$ 102,430.00 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.)

RECORD AND RETURN TO Mark J. Brancato, Esq. McHugh & Brancato 421 West Main Street Boonton, NJ 07005

Roy R. Claps

Attorney at Law of New Jersey

103 - Deed - Bargain and Sale Cov. to Grantor's Act-Ind. to Ind. or Corp. Plain Language Rev. 5/12 P8/12

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MUST SUBMIT IN DUPLICATE Printed by ALL-STATE LEGAL® NC1645 - Affidavit of Consideration www.aslegal.com 800,222,0510 Page 1 STATE OF NEW JERSEY RTF-1 (Rev. 7/14/10) P5/18 AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER (Chapter 49, P.L. 1968, as amended through Chapter 88, P.L. 2006) (N.J.S.A. 46:16-5 et seq.) <u>Before completing this affidavit, please read the instructions on the reverse side of this form.</u> STATE OF NEW JERSEY FOR RECORDER'S USE ONLY County Municipal Code 430, W Consideration \$ COUNTY MORRIS 1402 RTF paid by seller \$
Date 12913 102. .9 Municipality of Property Location: Boonton Township † Use symbol "C" to indicate that fee is exclusively for county use. (1) PARTY OR LEGAL REPRESENTATIVE (Instructions 3 and 4 attached) Deponent, Daniel T. Worts being duly sworn according to law upon his/har oath deposes in a deed dated December and says that he/she is the Grantor (Granter, Legal Representative, Corporate Officer, Officer of Title Co., Leading Iteatitation, stc.) transferring real property identified as Block No. 41601 Lot No. 16 C1202 located at 26 Bradford Terrace, Boonton, NJ and annexed thereto. (2) CONSIDERATION: \$102,430.00 (Instructions 1 and 5) In 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 8A is required. (3A) REQUIRED CALCULATION of Equalized Valuation for all Class 4A (Commercial) Property Transactions: (Instructions 5A and 7) 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: Anstruction 8)
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 the exemption symbol is insufficient. Explain in detail. (5) PARTIAL EXEMPTION FROM FEE: (Instruction 9) NOTE; All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Fallure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from the State's portion of the Basic, Supplemental and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975; C. 118, P.L. 2004 and C. 66, P.L. 2004 for the following SENIOR CITIZEN (Instruction 9) Grantor(s) 62 years of age or over* Resident of the State of New Jersey Owned and occupied by grantor(s) at time of sale Owners as joint tenants must all qualify One- or two-family residential premises B. BLIND PERSON (Instruction 9) DISABLED PERSON (Instruction 9) ☐ Grantor(s) legally blind* Grantor(s) permanently and totally disabled* Owned and occupied by grantor(s) at time of sale Grantor(s) receiving disability payments* One- or two-family residential premises Grantor(s) not gainfully employed* Resident of the State of New Jersey Owned and occupied by grantor(s) at time of sale Owners as joint tenants must all qualify

In the case of husband and wife or
STATUTORY PARTNER, ONLY ONE GRANTOR
NEED QUALIFY IF TENANTS BY THE ENTIRETY. One- or two-family residential premises Resident of the State of New Jersey П Owners as joint tenante must all qualify LOW AND MODERATE INCOME HOUSING (Instruction 9) Affordable according to HUD standards Reserved for occupancy
Subject to resule control Meets income requirements of region Subject to resale controls (6) NEW CONSTRUCTION (Instructions 2, 10 and 12) ☐ Not previously occupied
☐ "New Construction" printed clearly at top of the first page of the deed Entirely new improvement Not previously used for any purpose (7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions 5, 12 and 14). ☐ 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 the 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 Warriff, Worts December 2000 day this Signature of Deponent **Grantor Name** 20 1 3 26 Bradford Terrace 26 Bradford Terrace Boonton, NJ 07005 Boonton, NJ 07005 Deponent Address Grantor Address at Time of Sale XXX-XX-X _7 Mark Brancato, Esq. Leet 3 digits in Grantor's Soc. Sec. No. Name/Company of Settlement Officer Roy R. Claps, Atty at Law of NJ County recording officers shall forward one FOR OFFICIAL USE ONLY

State of New Jersey - Division of Taxation, P.O. Box 251, Trenton, NJ 08895-0251, Attention: Resity 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 the prior approval of the Director. For information on the Realty Transfor Fee or to print a copy of this Affidavit, visit the Division of Taxation website at http://www.state.nj.us/treasury/taxation/lpt/localtax.htm.

Book 2 3466

Date Recorded _/ 2

Instrument Number

Deed Number

Deed Dated

copy of each Affidavit of Consideration for

Use by Seller when Section 3A is completed.

Prepared by: Pred A Takowitz, Esq.



AFFORDABLE HOUSING DEED

This Affordable Housing Deed made this 21st day of May in the year One Thousand Nine Hundred and Ninety-Eight.

BETWEEN

Brae Loch Associates, L.L.C. having an office located at 1325 Morris Avenue Union, New Jersey 07083 (hereinafter called "GRANTOR") RECEIVED

AND

Rathleen Hirschhorn, unmarried MORRIS CO. CLERGE Boonton Township, New Jersey 07005 (Agreinafter called "GRANTEE")

For and in consideration of the sum of Forty Six Thousand Seven Hundred Sixteen and 00/100 (046,716.00) DOLLARS, to it well and truly paid by Grantee at or before the sealing and delivery of these presents, the receipt mereof is hereby acknowledged, and in consideration of the covenants herein contained, the Grantor does grant and convey, bargain and selle to the said Grantee the following described real property, situate, lying and being in the Township of Boonton, County of Morris and State of New Jersey, including the appurtenances thereto, in fee simple, subject to the provisions of the New Jersey Condominiums Act (N.J.S.A. 45.88-1 et seg.), its amendments and supplements, and to the provisions that certain Master Deed for Brae Loch, a Condominium dated December 21, 1995, and recorded on January 29, 1996 in the Morris County Clerk's Office in Deed Book 4323 at Page 126 and all amendments thereto (hereinafter the "Master Deed"), being more particularly described as Condominium Unit Number #12-62, as shown on Schedule B to said Master Deed, which property is more specifically defined in Master Deed aforesaid.

ALSO KNOWN AND DESIGNATED as a portion of Block 41601, Lot No. 16. Qualifier No. C1207 on the official tax map of the Township of Boonton.

TOGETHER with the fee in an undivided .8595 per cent interest in the common elements of said Condominium; and

TOGETHER with all easements granted to each unit owner by the said Master Deed.

SUBJECT to the provisions of the New Jersey Condominium Act.
its supplements and amendments, and to the conditions,
restrictions, covenants, and agreements set forth in the Master

DB4771-P288

Deed aforesaid and the Bylaws of Brae Loch Condominium Association, Inc., and any amendments thereto.

SUBJECT to easements, zoning requirements, and other restrictions of record.

TO HAVE AND TO HOLD all and singular, the premises herein described, together with the appurtenances, to the Grantee and to the Grantee's proper use and benefit forever.

AND THE GRANTOR covenants that it has not done or executed, or knowingly suffered to be done, any act, deed or thing whatsoever whereby, or by means whereof, the premises conveyed herein, or any part thereof, now are, or any time hereafter will or may be, charged or encumbered in any manner or way, whatsoever, except as set forth in the Master Deed and Bylaws, save and except for any and all utility easements and rights of way previously recorded or hereafter recorded in the Morris County Clerk's as provided for in the Master Deed.

AND THE GRANTEE, by acceptance and delivery of this Unit Deed, for grantee, its heirs and assigns, does hereby consent to any and all amendments to said Master beed and Bylaws and other documents as provided in and contemplated by the gaster peed; and does hereby agree to execute, acknowledge and deliver:

- 1. All documents evidencing consent to any other documents and to any and all amendments or supplements to the Master peed. Bylaws, and any other Condominium document which may be required by any title insurance company selected to insure title to any unit(s), by any governmental authority having regulatory jurisdiction over the Condominium, or any mortgage lender.
- 2. All documents evidencing consent to any other documents and to any and all amendments or supplements to the Master Deed, Bylaws, to allow Grantor to amend the model types to establish the model mix in a particular building.
- 3. Provided however, that the Grantor, its successors and assigns may not exercise the authority granted in paragraphs 1 and 2 hereinabove, without the written consent of the Grantee, of the amendment would substantially change the floor plan of the Unit, increase the financial obligation of the Grantee, reduce the value of the Unit, or reserve any special rights or privileges for Grantor under the Master Deed in a manner not otherwise

084771-P289

specifically permitted in the Master Deed. Grantor's power of attorney shall be effective for a period of seven (7) years from the conveyance of title to the first Unit owner but in no event later than the closing of title to the last Unit in the Condominium.

The foregoing covenants shall be coupled with an interest in the subject matter and shall run with the title to the aforedescribed Condominium Unit. They shall be deemed to be for the benefit of the Grantor, every person who owns or shall own a unit in the Condominium, and Brae Loch Condominium Association, Inc., as representative of the owners of units in the Condominium.

THE GRANTER's right, title and interest in and to this residential dwelling and the use, sale and resale of this property is and shall remain subject to the terms, conditions, restrictions, limitations, and provisions set forth in the Affordable Housing Plan in which plan was filed in the Office of the Clerk of Morris County in Deed Book 4121 at Page on 261 and is on file with the Township goning Boonton Township Municipal Clerk, as well a ordinance for a period of thirty (30) years form the date of this deed.

This Unit is a Moderate income affordable housing unit and is subject to the restrictions contained in Section 11.59 of the Master Deed.

WHEREVER used herein the masculine shall include the feminine and neuter and the singular as well as the plural, wherever necessary or appropriate. The converse of this shall also apply wherever necessary or appropriate.

IN WITHESS WHEREOF, the parties hereto have caused these presents to be properly executed the day and year first above written.

WITNESS:

BRAE LOCH ASSOCIATES, L.L.C. A New Jersey Limited Liability

Company

as to both

Member

ALAN PINES, Member

,DB4771-P290

By execution of this Affordable Housing Deed, Grantee, its heirs, successors and assigns, does hereby accept delivery of this Affordable Housing Deed according to terms provided herein and does irrevocably name, constitute, appoint and confirm Grantor, its successors and assigns, as attorney-in-fact as provided in this Affordable Housing Deed and Section 10 of the Master Deed.

WITNESS:

The state of the s

Mehhn 5/2/98

C

Consideration

Fare Tox.

AFFORDABLE HOUSING DEED BRAE LOCH ASSOCIATES, L.L

STATE OF NEW JERSEY : COUNTY OF UNION All and Tate

ACTIVE MALES FEE

COUNTY OF MORRIS

467/60

BE IT REMEMBERED that on this 21stday of May, 1998, before me, the subscriber, an Actorney at Law of New Jersey, personally appeared Larry Pantirer and Alan Pines, who I am satisfied are the persons who signed the within instrument as members of BRAE LOCH ASSOCIATES, L.L.C., a New Jersey Limited Liability Company, and they thereupon acknowledged that the Deed was signed and delivered by the company as its voluntary act and deed; that the delivery of the Deed by the company is the voluntary act and deed of the company, and that the full and actual consideration paid for transfer of title to realty as evidenced by the within Deed, as consideration defined in P.L. 1968 (11), Section 1(c) is \$46,716.00.

Fred A. Eskowitz Attorney at Law of New Jersey

STATE OF NEW JERSEY :

COUNTY OF UNION

SS

BE IT REMEMBERED that on this 21st day of May, 1998, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared Kathleen Hirschhorn, unmarried, who I am satisfied is the person who signed and delivered this document as his/her voluntary act and deed and he/she thereupon acknowledged the Affordable Housing Restrictions, Power of Attorney and all other terms contained in this Deed.

John D. Murray, Esq. Attorney at Law of New Jerse

AFFORDABLE HOUSING DEED

BRAE LOCH ASSOCIATES, L.L.C. A New Jersey Limited Liability Company,

DATED: May 21 , 1998

Record and Return to:

("Grantor")

John D. Murray, Esq. 222 Ridgedale Avenue Cedar Knolls, N.J. 07927

Kathleen Hirschhorn, unmarried

("Grantee")

to

DB4771 P291

C1646 - Affidavit of Consideration F-1 (Rev. 1/186) int days 10/97	AFFIDAVIT OF CONS	F NEW JERSEY IDERATION OH EXEM 9, P.L. 1968)	ALL-STATE DESCRIPTION A Division of ALL-STATE International, 1992 Fit of 1992	Inc.
		L EXEMPTION 16, P.L. 1976)		
To be recorded with Deed	pursuant to c. 49, P.L. 1968,	a amended by c. 225, P.	L, 1085 (N.J.S.A. 46:15-5 et seq.) O S	0205
rate of New Jersey Ounty of <u>Union</u>	88.	FOR RE- Consideration \$ U Resity Transfer Fee \$ Date	CONDER'S USE ONLY 5.47.	0.0
		" Use symbol "C" to ind	cate that fee is exclusively for county use.	2 00
PARTY OR LEGAL REPRE	SENTATIVE (See Instru	ctions #3, 4 and 5 on rev	erse side.)	M.
Deponent Larry Par	itirer	, being duly ewo	ra according to law upon his/her eath	3.0
poses and says that herebe is the	a member of Brae	Loch Associa	tes. lib Coded deled 5/21/98	AND
anaforring real property identified		Qual C1207	Lot No 16	- 113.K
ated at 28 Bradford	Terrace, Boonto	n Township, N	.J.	_ 0
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PARTIAL EXEMPTION FR	NOM FEE NOTE:	All bores below apply to	granter(s) only. ALL BOXES IN AP- UST BE CHECKED. Failure to do so u	D WIT
Deponent claims that this deed L. 1975 for the following reason(s)	i transaction is exempt from th	e increased portion of the	(See Instructions #8 and #9.) Reshy Transfer Fee Imposed by c. 178,	H D
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BLIND (See Instruction #		ABLED (See Instruc		<u>6</u>
Grantor(s) legally blind. One- or two-family resident	tist premises.	Grantor(s) permanantly One- or two-family resid		N KIN .
 Owned and occupied by gra Sale. 	intoria) at time of 💢	Receiving disability pays Owned and occupied by a	nents.	
No joint owners other than qualified exempt owners.	spouse or other	sale. Not gainfully employed,		((2)
in the case of Husband and Wifi Qualify.		No joint owners other th qualified exempt owners	an spouse or other	ORDIN
LOW AND MODERATE IN M Affordable According to HI Moeta Income Requirement	VCOME HOUSING (See) D Standards. D	Instruction #8.) Reserved for Occupancy Subject to Resale Contro	ols.	
NEW CONSTRUCTION Entirely new improvement. Not previously used for any		Not previously occupied		CER
tewith in accordance with the pro-	to induce the County Clerk or I visions of c. 49, P.L. 1968	Register of Deeds to reco	rd the deed and accept the fee submitted	
ibscribed and exorp to before me		16	Brae Loch Associates,	L.L.C.
уаг мау, 1998	Larry Pantin	er	Name of Grander type of the State of Control	
red A. Isbowitz, Ban Attorney at Law	1325 Morris Q. Union, N.J.	07083	Union, N.J. 07083 Address of Greater at There of State	-
Linew Jersey	man appropriate time as the		2.1.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2	
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PORTANT - BEFORE COMPLETI	NG THIS AFFIDAVIT, PLEASE	READ THE INSTRUCT	ons on the reverse side hereof.	٠,
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RIGINAL - White copy to be cetalned UPLICATE - Yellow Copy to be forwe RIPLICATE - Pink Copy is your file o	urded by County to Division parti	kiya'ila fami@assa@usa f	rom fee (N.J.A.C. 18:16 - 8.12)	-

JOAN BRAMHALL, COUNTY CLERK
JOAN BRAMHALL, COUNTY CLERK
DEED-OR BOOK 21723 PG 0577
RECORDED 01/24/2011 11:30:26
FILE NUMBER 2011006102
RCPT \$1 601393; RECD BY: ann
RECORDING FEES 90.00
MARGINAL NOTATION 0.00
TOTAL TAX 262.00

RICHARD P. SAUNDERS, ESQ.

<u> DEED</u>

This Deed is made on January $\frac{1}{4}$, 2011

BETWEEN

JOYCE LEE, Administratrix of the Estate of Judith Lynn Riegel, deceased

whose address is 1524 Sussex Turnpike, Randolph, New Jersey 07869

referred to as the Grantor,

RACHEL NESSER, unmarried

whose address is about to be 30 Bradford Terrace, Boonton, New Jersey 07005
referred to as the Grantee

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

GRANTOR. The Granton makes this Deed as the Administrator of the Estate of Judith Lynn Riegel late of the Township of Bounton, County of Morris and State of New Jersey.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantce. This transfer is made for the sum of Sixty Five Thousand, Four Hundred Thirteen and, and 00/100 (\$65,412.00) Dollars ---. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Boonton, Morris County, State of New Jersey. Block No. 41601 Lot No.16 Qual No. C1206

Property. The property consists of the land and all the buildings and structures on the land in the Township of Boonton, County of Morris, and State of New Jersey. The legal description is attached hereto as Schedule "A"

TITLE is vested in Joyce Lee, Administratrix of the Estate of Judith Lynn Riegel, deceased.

TITLE was vested in Judith Lynn Riegel, unmarried, by Deed from Stephen Sirianni, unmarried, dated November 1, 2004, recorded November 19, 2004, recorded in the Morris County Clerk's/Register's Office in Deed Book 06205, Page 147.

The said Judith Lynn Riegel died on August 11, 2010, intestate, and Application for Administration was made to the Surrogate of Morris County on September 1, 2010 under Docket No. MRS-P-1866-2010. Pursuant to said Application, Joyce A. Lee was appointed Administratrix, qualified as such, and Letter of Administration were issued to her by the Surrogate of Morris County on September 9, 2010.

TITLE INSURANCE COMMITMENT Issued by A. Mason Title Agency LLC AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment Number: AMT-NJ2040

SCHEDULE C

LEGAL DESCRIPTION

Known as and designated as Unit No. 63, Building 12 situated in Brae Loch, a condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 0.8695% interest in the General Common elements of said condominium appurtenant to the aforesaid unit in accordance with and subject to the terms, conditions, covenants, restrictions, reservations easements, lien as for assessments, and other provisions as set forth in the current Master Deed of Brae Loch, a condominium dated 12/21/95, recorded 01/29/96, in the Office of the Morris Clerk/Register in Deed Book 4323, Page 126, First Amendment recorded in Deed Book 4781, Page 83, Amendment recorded in Deed Book 5037, Page 117 amendment to by-laws recorded in Deed Book 5037, Page 115 as same may now or hereafter be lawfully amended.

A. MASON TITLE AGENCY LLC
115 HORSENECK ROAD, SUITE 3
MONTVILLE, NJ 07045
TEL: 973-575-1004 FAX: 973-575-1088

NJR8 3-08 Effective 2/15/07 (C.55, P.L. 2004)

GIT/REP-3
(6-10)
State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION



(Please Print or Type) SELLER(S) INFORMATION (See Instructions, Page 2) nistrator Estate of Idith L. Riegel Current Resident Address: Street City, Town, State Zlp Code ROPERT (Brief Property Description) Block(s) Lot(s) Qualifier Street Address errace City, Town, Post Office State Zip Code Seller's Percentage of Consideration Closing Date SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents) I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 2. of the federal Internal Revenue Code of 1988, 26 U.S.C. s. 121. 3. [] I am a mortgagor conveying the mortgaged property to a mortgaged in to ecclosure or in a transfer in lieu of foreclosure with no additional consideration. Seller, transferor or transferee is an agency or authority of the United States of Agrerica, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seg. 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. 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 setter acknowledges the obligation to fite a New Jersey Income tax return for the year of the sale (see instructions). No non-like kind property received. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state. SELLER(S) DECLARATION This undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any take 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. Cl. I certify that the Power of Attorney to represent the seffer(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached. Signature e indicate if Power of Attorney or Attorney in Fact Date 9ignature (Seller) Please Indicate if Power of Attorney or Attorney in East

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

Premises are more commonly known as 30 Bradford Terrace, Boonton, New Jersey.

The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT dated November 29, 1995, which was filed in the Office of the Morris County Clerk in Book 4393 at Page 261 on January 29, 1996, and is also on file with the Township.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

RICHARDA". SAUNDERS, ESQUIRE An Atterney at Law of New Jersey

RECORD & RETURN

Lawrence Casha, Esq. Casha & Casha, LLC 115 Horseneck Road Suite 2 Montville, New Jersey 07045 DEED.RIE

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. Consideration へつこ SS. County Municipal Code RTF paid by seller \$ Date 1/2-4/11 By 1402 COUNTY MUNICIPALITY OF PROPERTY LOCATION 'Use symbol "C" to indicate that fee is exclusively for county use. (1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side) JOVECT Deponent. being according to aw his/har oath. DYCSUMATIVE a deed deted deposes and says that he/she is the LOO transferring real property identified as Block number Lot number 🗘 located at and (2) CONSIDERATION \$ (instructions #1 and #5 on reverse side) no prior mortgage to which properly 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 slije) Total Assessed Valuation Director's Ratio = Equalized Assessed Valuation If Director's Ratio is less than 100%, the equalized galuation 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 or reverse side)
Deponent states that this deed transaction is fully exempt from the Resity 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 (increaction 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. 88, P.L. 2004 for the following reason(s): SENIOR CITIZEN
Grantor(s) 62 years of age or over "(instriction 89 on reverse side for A or B)
BLIND PERSON
Grantor(s) legally blind or."
DISABLED PERSON Grantor(s) permanently and totally disabled person disability payments into gainfully employed." Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

Qwined and occupied by grantor(s) at time of sale.

Resident of State of New Jersey Owned and occupied by grantor(s) at time of sate.

Done or two-femily residential pramises. 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. LOW AND MODERATE INCOME HOUSING (Instruction file on reverse side)

Affordable according to H.U.D. standards. C. Subject to resale controls Meets income requirements of region. (6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side Entirely new improvement.

Not previously used for any purpose.

Not previously used for any purpose.

Not previously used for any purpose.

Not previously occupied.

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 granter or grantee legal entity.
 □ No stock or money exchanged by or between granter or grantse 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 awarn to before me this //TDday of JANDANY , 20 1) Signature of Deponer Randul NI SOSSATTOKO Randolohusto 20169 Last three digits in Grantor P. SAMOGAI, ESQ. 's Social Security Number Name/Company of Settlement Officer ATTUNIES AT LOW OF FOR OFFICIAL USE ONLY 201 NEW DUJCY County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY PO BOX 281 TRENTON, NJ 08895-0251 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 aftered 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/ipt/localtax.shimi.

CERTIFICATION AS QUALIFIED PURCHASER FOR LOW/MODERATE AFFORDABLE CONDOMINIUM IN BRAE LOCH CONDOMINIUM

WHEREAS, certain specified condominiums (hereinafter "Affordable Condominiums") within Brae Loch Condominiums are subject to the terms, provisions and restrictions set forth in the Affordable Housing Plan in which plan was filed in the Office of the Clerk of Morris in Deed Book 4323 at Page on 261 and is on file with the Boonton Township Municipal Clerk, as well as Township Zoning Ordinance; and

WHEREAS, the Township of Boonton, having established rules and guidelines for qualifying of purchasers as Qualified Purchasers, and the below name purchaser(s) having made application has been determined to be a Qualified Purchaser(s) as specified in the Plan;

NOW, THEREFORE, in accordance with the Affordable Housing Plan for Brae Loch at Boonton Township the Boonton Township Housing Administrator, does hereby certify as follows:

- 1) I have reviewed the Application for Certification of Rachel Nesser (Purchaser) to be a Qualified Purchaser, of a Moderate/Low Income Affordable Condominium in Brae Loch along with all other relevant documentation submitted by Purchaser.
- 2) Based upon the information furnished by Purchaser concerning the Purchaser's Gross Aggregate Family Income. Family size, Sales Price and the certification by Purchaser that the information furnished is true and accurate to the best knowledge of Purchaser, this Purchaser is a Qualified Purchaser in compliance the requirements of the plan.

Upon closing of title, this Certification shall be recorded simultaneously with the deed conveying title of the above-described unit to the above referenced purchaser.

Housing Administrator
Township of Boonton

Signed this Maday of Dec., 2010

Sworn and subscribed before me this

day of 20 6

MAUREEN D. COMO NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES AUG. 3, 2016 I.D. #2000504 Prepared by: Fred A. Fskowitz, Esq.



AFFORDABLE HOUSING DEED

This Affordable Housing Deed made this 4th day of June in the year One Thousand Nino Hundred and Ninety-Eight,

BETWEEN

Brae Loch Associates, L.L.C. having an office located at 1325 Morris Avenue Union, New Jersey 07083 (hereinafter called "GRANTOR")

den 9 12 40 P

AND

Laurie Thomas, unmarried 32 Bradford Terrace Boonton Township, New Jersey 07005 (hereinafter called "GRANTEE")

For and in consideration of the sum of Thirty Pour Thousand Six Hundred Forty Three and 00/100 (\$34,643.00) DOLLARS, to it well and truly paid by Grantee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in consideration of the covenants herein contained, the Grantor does grant and convey, bargain and sell, to the said Grantee the following described real property, withate, lying and being in the To makin of Boonton, County of Morris and State of New Jersey. including the appurtenances thereto, in fee simple, subject to the provisions of the New Jersey Condominiums Act [N. J. S. A. 46:8B-1 at seq.), its amendments and supplements, and to the provisions of that certain Master Deed for Brae Loch, a Condominium Cated December 21, 1995, and recorded on January 47, 47.

County Clerk's Office in Deed Book 4123 at Page 126 and all particularly described as Condominium Unit Number #12-64, as shown on Schedule B to said Master Deed, which property is more specifically defined in Master Deed aforesaid.

ALSO KNOWN AND DESIGNATED as a portion of Block 41601. Lot No. 16, Qualifier No. C1205 on the official tax map of the Township of Boonton.

TOGETHER with the fee in an undivided _8525 per cent interest in the common elements of said Condominium; and

TOGETHER with all easements granted to each unit owner by the said Master Deed.

SUBJECT to the provisions of the New Jersey Condominium Act. Its supplements and amendments, and to the conditions, restrictions, covenants, and agreements set forth in the Master $084779~P\|28$

Deed aforesaid and the Bylaws of Brae Loch Condominium Association, Inc., and any amendments thereto.

SUBJECT to easements, zoning requirements, and other restrictions of record.

TO HAVE AND TO HOLD all and singular, the premises herein described, together with the appurtenances, to the Grantee and to the Grantee's proper use and benefit forever.

AND THE GRANTOR covenants that it has not done or executed, or knowingly suffered to be done, any act, deed or thing whatsoever whereby, or by means whereof, the premises conveyed herein, or any part thereof, now are, or any time hereafter will or may be, charged or encumbered in any manner or way, whatsoever, except as set forth in the Master Deed and Bylaws, save and except for any and all utility easements and rights of way previously recorded or hereafter recorded in the Morris County Clerk's as provided for in the Master Deed.

AND THE GRANTER, by acceptance and delivery of this Unit Deed, for grantee, its heart and assigns, does hereby consent to any and all amendments to said Master Deed and Bylaws and other documents as provided in and contemplated by the Master Deed; and does hereby agree to execute, acknowledge and deliver:

- 1. All documents evidencing consent to any other documents and to any and all amendments or supplements to the Master Deed, Bylaws, and any other Condominium document which may be required by any title insurance company selected to insure title to any unit(s), by any governmental authority having regulatory jurisdiction over the Condominium, or any mortgage lender.
- 2. All documents evidencing consent to any other documents and to any and all amendments or supplements to the Master Deed, Bylaws, to allow Grantor to amond the model types to establish the model mix in a particular building.
- 3. Provided however, that the Grantor, its successors and assigns may not exercise the authority granted in paragraphs 1 and 2 hereinabove, without the written consent of the Grantee, of the amendment would substantially change the floor plan of the Unit, increase the financial obligation of the Grantee, reduce the value of the Unit, or reserve any special rights or privileges for Grantor under the Master Deed in a manner not otherwise

084779 P#29

specifically permitted in the Master Deed. Grantor's power of attorney shall be effective for a period of seven (7) years from the conveyance of title to the first Unit owner but in no event later than the closing of title to the last Unit in the Condominium.

The foregoing covenants shall be coupled with an interest in the subject matter and shall run with the title to the aforedescribed Condominium Unit. They shall be deemed to be for the benefit of the Grantor, every person who owns or shall own a unit in the Condominium, and Brae Loch Condominium Association, Inc., as representative of the owners of units in the Condominium.

THE GRANTEE's right, title and interest in and to this residential dwelling and the use, sale and resale of this property is and shall remain subject to the terms, conditions, restrictions, limitations, and provisions set forth in the Affordable Housing Plan in which plan was filed in the Office of the Clerk of Morris County in Deed Book 4321 at Page on 251 and is on file with the Boonton Township Municipal Clerk, as velles Township zoning ordinance for a period of thirty (30) years form the date of this deed.

This Unit is a Moderate income affordable housing unit and is subject to the restrictions contained in Section 11.59 01 Master Deed.

ct to the restrictions contained ...

Property Deed.

WHEREVER used herein the masculine shall include the feminine singular as well as the plural, wherever shall also apply and neuter and the singular as well as the plural, wherever necessary or appropriate. The converse of this shall also apply wherever necessary or appropriate.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly executed the day and year first above written.

WITNESS:

Fred A Iskowitz,

BRAE LOCH ASSOCIATES, L.L.C A New Jersey Limited Liability

LARRY PANTIRER, Member

ALAN PINES, Mombor

084779 P#30

By execution of this Affordable Housing Deed, Grantee, its heirs, successors and assigns, does hereby accept delivery of this Affordable Housing Deed according to terms provided herein and does irrevocably name, constitute, appoint and confirm Grantor, its successors and assigns, as attorney-in-fact as provided in this Affordable Housing Deed and Section 10 of the Master Deed.

AFFORDABLE HOUSING DEED BRAE LOCH ASSOCIATES, L.L.C.

TATE OF NEW JERSEY : COUNTY OF UNION

BE IT REMEMBERED that on this 4th day of June, 1998, before me. the subscriber, an Attorney at Law of New Jersey, personally appeared Larry Pantirer and Alan Pines, who I am satisfied are the persons who signed the within instrument as members of BRAE EOCH ASSOCIATES, L.L.C., a New Jersey Limited Liability Company, and they thereupon acknowledged that the Deed was signed and delivered by the company as its voluntary act and deed; that the delivery of the Deed by the company is the voluntary act and deed of the company and that the full and actual consideration paid for transfer of title to realty as evidenced by the within Deed, as consideration defined in P.L. 1968 c.49, Section 1(c) is \$34,643.00.

Fred Attkowitz Attorney of Law of New Jersey

STATE OF NEW JERSEY :

COUNTY OF UNION

BE IT REMEMBERED that on this 4th day of June, 1998, Law of New Jersey, before me, the subscriber, an Attorney at Law of New personally appeared Laurie Thomas, unmarried, who I am satisfied is the person who signed and delivered this document as his/her voluntary act and deed and he/sho thereupon acknowledged the Affordable Housing Rostrictions, Power of Attornoy and all other terms contained in this Doed.

APPORDABLE HOUSING DEED

BRAE LOCH ASSOCIATES, L.L.C. A New Jersey Limited Liability Company,

DATED: June

Bernard Bacohetta. Attornev at

Record and Return to:

Bernard Bacchetta, Esq. 821 Main Street Boonton, N. J. 07005

of New Jersey

4 . 199B

("Grantor")

Laurie Thomas, unmarried

("Grantee")

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COUNTY OF MORRIS

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ransi	ferring real property identified as	Block No. 4160	1 Qual C 1205	Lot No 16	- []
oeste	ed at 32 Bradford J		ton Township, N	.J	_ [0]
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and	agreed to be paid by the grant-	er and any other lien	or encumbrance thereon	nt of money and the monetary value of transfer of title to the lands, tenement ansfer is subject or which is to be assu- not paid, satisfied or removed in connec	MUST BE
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A)	SENIOR CITIZEN (See la	netruction #8.)			
	One- or two-family residentia	ovez. * 1) premises.	Owned and occupied to No joint owners other	oy grantoris) at time of sale	ens. [ਹੋ
B)	BLIND (See Instruction #6		DISABLED (See Inst	ruction #8.) by and totally disabled.* sidential premises. syments. by grantorts) at time of	SUBMITTED WITH DEED TO COUNTY BE
	Grantor(s) legally blind. * One- or two-family residenti	int numerican	☐ Grantor(s) permanent ☐ One- or two-family re	tly and totally disabled."	
	Owned and occupied by gran		Receiving disability p	ayments.	
	Sale. No joint owners other than:	spouse or other	 Owned and occupied in tale. 	by grantoria) at time of	
	qualified exempt corners.	-	Not gainfully employ No ideat owners other	rd. r than spouse or other	1 C. 1
	CTMC CASE OF HUSBAND AND WIFE	, ONLY ONE CRANTOR NE		er.	D.
<u></u>	LOW AND MODERATE IN	COME HOUSING	(See Instruction #8.)		
Ų,	Affordable According to HU Mecta Income Requirement	D Standards.	Reserved for Occupa Subject to Resale Co	_1la	OFF
D)	NEW CONSTRUCTION				TCER
	Entirely new improvement. Not previously used for any		Not previously occup	led.	(Sci
	Denonent makes this Affidavit t	n induce the County Ck	erk or Register of Deeds to	record the deed and accept the fee submitte	d.
	rewith in accordance with the pro-	isjons of c. 49, P.L. 19	2		
thi	beeribed and sworm to before me			Brae Loch Associates	
day	yor June, 1998	Larry Pa	ptirer	1325 Morris Avenue	
	7	1325 Mor Union, N	rie Avenue LJ. 07083	Union, N.J. 07083	
P ~	ed A iskowitz, Es	Bellevia of Constant	<u></u>	Address of Complet at Time of Sale	
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th	e State of N. J.	Instrument Number		ounty Clerk or Register of Deeds.	ļ
		Deed Number Deed Dated	Book Date I	Page	<u>}</u>
				CTIONS ON THE PEREPSE SIDE HEREO	F.
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Th	IPORTANT - BEFORE COMPLET: its format is prescribed by the Directo g approval of the Director.	ING THIS AFFIDAVIT. I or, Division of Taxation in t	the Department of the Indian	amonufact to law, and may our spellered wit	Japanes.

Blenden

027551

AFFORDABLE HOUSING DEED

This Affordable Housing Deed made this 9th day of April, in the year One Thousand Nine Hundred and Ninety-Seven,

BETWEEN

Brae Loch Associates, L.L.C. having an office located at 1325 Morris Avenue Union, New Jersey 07083 (hereinafter called "CRANTOR")

AND

Kerianne Cullen, Unmarried 52 Brae Loch Drive Boonton, New Jersey 07005 (hereinafter called "GRANTEE")

For and in consideration of the sum of *PORTY FOUR THOUSAND and 00/100 (44,000.00) DOLLARS, to it well and truly paid by Grantee at or before the sealing and delivery of these presents. the receipt whereof is hereby acknowledged, and in consideration of the covenants herein contained, the Grantor does grant and convey, bargain and sell, to the said grantee the following described real property, situate, lying and being in the Township of Boonton, County of Morris and State of New Jersey, including the appurtenances thereto, in fee simple, subject to the provisions of the New Jersey Condominiums Act (N.J.S.A. 46:884 et seq.), its amendments and supplements, and to the provisions of that certain Master Deed for Brae Loch, a Condominium dated December and recorded on January 29, 1996 in the Morris County Clark Office in Deed Book 4323 at Page 126 and all amendments thereto (hereinafter the "Master Deed"), being more particularly described as Condominium Unit Number #06-34, as shown on Schedule B to said Master Deed, which property is more specifically defined in Master Deed aforesaid.

ALSO KNOWN AND DESIGNATED as a portion of Block 41601. Lot No. 16. Qualifier No. C0607 on the official tax map of the Township of Boonton.

TOGETHER with the fee in an undivided _8695 per cent interest in the common elements of said Condominium; and

TOGETHER with all easements granted to each unit owner by the said Master Deed.

SUBJECT to the provisions of the New Jersey Condominium Act, its supplements and amendments. and to the conditions, restrictions, covenants, and agreements set forth in the Master Deed aforesaid and the Bylaws of Brae Loch Condominium Association, Inc., and any amendments thereto.

SUBJECT to easements, zoning requirements, and other restrictions of record.

TO HAVE AND TO HOLD all and singular, the premises herein described, together with the appurtenances, to the Grantee and to the Grantee's proper use and benefit forever.

AND THE GRANTOR covenants that it has not done or executed, or knowingly suffered to be done, any act, deed or thing whatsoever whereby, or by means whereof, the premises conveyed herein, or any part thereof, now are, or any time hereafter will or may be, charged or encumbered in any manner or way, whatsoever, except as set forth in the Master Deed and Bylaws, save and except for any and all utility easements and rights of way previously recorded or hereafter recorded in the Morris County Clerk's as provided for in the Master Deed.

AND THE GRANTEE, by acceptance and delivery of this Unit Doed, for grante its heirs and assigns, does hereby consent to any and all amendments to said Master Deed and Bylaws and other documents as provided in and contemplated by the Master Deed; and does hereby agree to execute, acknowledge and deliver:

- 1. All documents evidencing consent to any other documents and to any and all amendments or supplements to the Master Deed. Bylaws, and any other Condominium document which may be required by ant title insurance company selected to insure title to any unit(s), by any governmental authority having regulatory jurisdiction over the Condominium, or any mortgage lender.
- 2. All documents evidencing consent to any other documents and to any and all amendments or supplements to the Master need, Bylaws, to allow Grantor to amend the model types to establish the model mix in a particular building.
- 3. Provided however, that the Grantor, its successors and assigns may not exercise the authority granted in paragraphs 1 and 2 hereinabove, without the written consent of the Grantee, of the amendment would substantially change the floor plan of the Unit, increase the financial obligation of the Grantee, reduce the value of the Unit, or reserve any special rights or privileges for Grantor under the Master Deed in a manner not otherwise specifically permitted in the Master Deed. Grantor's power of attorney shall be effective for a period of seven (7) years from the conveyance of title to the first Unit owner but in no event

later than the closing of title to the last Unit in the Condominium.

The foregoing covenants shall be coupled with an interest in the subject matter and shall run with the title to the aforedescribed Condominium Unit. They shall be deemed to be for the benefit of the Grantor, every person who owns or shall own a unit in the Condominium, and Brae Loch Condominium Association, Inc., as representative of the owners of units in the Condominium.

THE GRANTEE'S right, title and interest in and to this residential dwelling and the use, sale and resale of this property is and shall remain subject to the terms, conditions, restrictions, limitations, and provisions set forth in the Affordable Housing Plan in which plan was filed in the Office of the Clerk of Morris County in Deed Book 123 at Page on 261 and is on file with the Boonton Township Municipal Clerk, as well as Township zoning ordinance for a period of thirty (30) years form the date of this deed.

This Unit is a Low income affordable housing unit and is subject to the restrictions contained in Section 11.59 of the Master Deed.

wherever used herein the masculine shall include the feminine and neuter and the singular as well as the plural, wherever necessary or appropriate. The converse of this shall also apply wherever necessary or appropriate.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly executed the day and year first above written.

WITNESS:

BRAE LOCH ASSOCIATES, L.L.C., A New Jersey Limited Liability Company

nawrence P. Blenden,

LARRY PANTIRER, Member

ALAN PINES, Member

By execution of this Affordable Housing Deed, Grantee, its heirs, successors and assigns, does hereby accept delivery of this Affordable Housing Deed according to terms provided herein and does irrevocably name, constitute, appoint and confirm Grantor, its successors and assigns, as attorney-in-fact as provided in this DB4548 PII2

Affordable Housing Deed and Section 10 of the Master Deed. RECEIVED WITNESS: APR 11 3 33 PH 197 Lawrence A. Casha, Esq. ALFONSE W. SCERBO MORRIS CO. CLERK AFFORDABLE HOUSING DEED BRAE LOCH ASSOCIATES, L.L.C. STATE OF NEW JERSEY : : 35 COUNTY OF UNION BE IT REMEMBERED that on this 9th day of April, 1997, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared Larry Pantirer and Alan Pines, who I am satisfied are the persons who signed the within instrument as members of BRAE LOCH ASSOCIATES, L.L.C., a New Jersey Limited Liability Company, and they thereupon acknowledged that the Deed was signed and delivered by the company as its voluntary act and deed. the company as its voluntary act and deed; that the delivery of by the company as its voluntary act and deed; that the delivery of the Deed by the company is the voluntary act and deed of the company, and that the full and actual consideration paid for transfer of title to realty as evidenced by the within Deed, as consideration defined in P.L. 1968 c.49, Section 1(c) is .444,000.00. Lawrence P. Blenden Attorney at Law of New Jersey STATE OF NEW JERSEY : · COUNTY OF MORRIS BE IT REMEMBERED that on this 9th day of April, 1997, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared KERIANNE CULLEN, who I am satisfied is the person who signed and delivered this document as her voluntary act and deed and she thereupon acknowledged the Affordable Housing Restrictions, Power of Attorney and all other terms contained in this fied. Lawrence A. Casha Attorney at Law of New Jorsey APPORDABLE HOUSING DEED BRAE LOCH ASSOCIATES, L.L.C. DATED: April 9, 1997 A New Jersey Limited Liability Company, Record and Return to: Lawrence A. Casha, Esq. ("Grantor") 437 Main Road Montville, NJ 07045 to KERIANNE CULLEN, UNMARRIED COUNTY OF MORRIS ("Grantee") 44,000.00 Bare Tax. Additional Tax REALTY TRANSFER FEE. 4/11/97 RECORDING FEE DB4548 P113

NC1645 - Afficients of Consideration RFT-1 (Rev. 1/1/10) 900g.2	APPIDAVIT OF EX	F NEW JERSEY CONSIDERATION OR EMPTION 9. P.L. 1968)	ALL-STATE LEGAL, A Divising of ALL-STATE international, Inc. 908-278-0800
To Be Recorded With Deed Pure	PARTIA	or LEXEMPTION	
		FOR DECO	1985 (N.J.S.A. 46:15-5 et seq.) 2.75
COUNTY OF UNION	88.	Consideration \$ 4 4 Resity Transfer Fee \$ 1	RDER'S USE ONLY D. 44 50
I) PARTY OR LEGAL REPRESEN	TATIVE (See Instr	*Cospinal Copinsore vellors #8, 4 and 5 on reve	that the is exclusively for reverty use 44.00
, Deponent Larry Pantirer	Names	, lwing duly sworin a	counting to law upon his/her oath
A Member of Br. Comp. Comp. A member of the	se Loch Associat any, Grantor	•	Jersey Limited Liability
n deed dated <u>April 9, 1997</u>		al property identified as file	rer of Title Co., Leading (authorition, etc.)
ot No. 16 CO607 Granted a			ship, Morris County,
	New Jersey		and annexed hereto,
N	" . A".		•
her really, including the remaining amount marked to be paid by the grantee and that the transfer of title is \$44,000.00	unt of say prior marts any other lies or enc	recome pull for the transfer imbrance thereon not pai	recovered of temporal III contilactor
) FULL EXEMPTION FROM FEE to Imposed by 0.49, P.L. 1968, for the ful ruled is not sufficient.	Daniel at Mall		
		W A	
) PARTIAL EXEMPTION FROM PPROPRIATE CATEGORY MUST BE C d # 9 }	FEE NOTE: All HECKED, Failure to	boxes below apply to do so will void claim for pe	grantor(s) only. ALL BOXES IN
Deparent claims that this deed transac L. 1975 for the following reason(s):	tion is exempt from the	incressed purtion of the Re	ally Transfer Fee imposed by c. 176,
SENIOR CITIZEN (See Instruction of Grantor(s) 62 yrs. of age or over, * One or two-family residential premiu	F8.) ←. □ No	vned and occupied by grant Juint owners other than an	or(e) at time v(sale, uuae or other qualified exempt owners.
BLIND (See Instruction #8.) Genutor(s) legally blind, * One or two-family residential promis	□ c _v	cord and promised by great	
DISABLED (See Instruction #8.) Grantor(s) permanently and totalise	liabled. " 🔲 Du	and occupied by grant	TO N
One- or two-family residential promis Heceiving disability payments. THE CASE OF HUSBAND AND WIFE, ONLY ON	□ N ₀	i gamuly employed. Joint owners other than sp	ouse or other qualified exempt owners.
LAW AND MODERATE INCOME HOL			
Meets Income Requirements of Regi	lardir. & Re- un. & Sul	ion #8.) served for Occupancy, oject to Rossie Controls.	·
NEW CONSTRUCTION (See Instruc Entirely new improvement, Not previously used for any purpose.	· 🗆 🗆	t previously occupied.	
Department makes this Affalovit to induce (with in secondance with the provisions of	the County Clerk or Reg c. 49, P.L. 1968,	deter of Doeds to record the	s deed and accept the fee submitted
scribed and sworn to before me	100		
of CARCITY TOOK	ARY PANTIRER	Number	LOCH ASSOCIATES I. I. C. of Granfor (hyper school Kee)
	25 Marrie Avenus	r Union Unio	Morris Avenue
TE OF NEW JERSEY FOR OF	אַסעמוטיין אַזוי	space for use of County Cir-	rk or Register of Deeds.
Deed Nu Deed Dat	mler	BookOste Recorded	Page
ORTANT - BEFORE COMPLETING THIS A format is prescribed by the Director, Division of eval of the Phrector,	FFIDAVIT, PLEANE REA Taxation in the Department	DTHE INSTRUCTIONS ON of the Treasury, as required by	THE REVERSE SIDE HEREOF. law, and may not be altered without the
GINAL - White copy to be retained by County, LLCATE - Yellow copy to be forwarded by Con PLICATE - Pink copy in your file copy,	nty to Division of Taxalia	n on partial exemption (rom ((w.(NJAC, 1816-812), (b.s. b.s.)
	548 P114		RANGE BERREST BALL & B

RECORD AND RETURN TO:

JOANNE M. SARUBBI, ESQ. 1 PARKVIEW DRIVE MILLBURN, NJ 07041 PREPARED BY:

JOANNE M. SARUBBI, ESQ.

DEED

This Deed is made on April 15, 2010 by

ESTATE OF LOUIS HUTCHINSON, by Jean Anderson, Executrix, whose address is 31 Pleasant Way, Montclair, New Jersey 07042-4314 ("Grantor")

AND JEAN ANDERSON, single, whose address is about to be 54 Brae Lock Drive, Unit #06-33, Boonton, New Jersey ("Grantee").

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

Grantor. The Grantor makes this Deed as the Executrix of the Estate of Louis Hutchinson, deceased.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of SIXTY SEVEN THOUSAND NINE HUNDRED SEVENTY NINE and 00/100 DOLLARS (\$67,979.00)

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1. Municipality of Boonton Block No. 41601 Lot No. 16 Account No. CO606

No property tax identification number is available on the date of this Deed. (Check box if applicable).

Property. The property consists of the land and all of the buildings and structures on the land in the Township of Boonton, County of Morris, and State of New Jersey. The legal description is:

SEE DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Being the same premises conveyed to Louis Hutchinson and Melvina Hutchinson by Deed from Brae Loch Associates, L.L.C dated April 18, 1997 and recorded on April 23, 1997 in the Office of the Clerk/Register of Morris County in Deed Book 4552, page 1111.

Melvina Hutchinson died on February 9, 2001, a resident of Morris County. Louis Hutchinson was the surviving tenant by the entirety.

Louis Hutchinson died on August 13 2009, a resident of Morris County. Letters Testamentary were issued to Jean Anderson on October 20, 2009 by the Morris County Surrogate's Office.

The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the Affordable Housing Agreement dated December 21, 1995, which was filed in the Office of the Morris County Člerk in Book 4323 at Page 126 on January 29, 1996 and is also on file with the Township of Boonton.

MORRIS COUNTY, NJ
JOAN BRAHHALL, COENTY CLERK
DEED-DR BOOK 21528,PG 0802
RECORDED 04/20/2010 12:24:48
FILE NUMBER 2010024893
RCPT 4: 5108581 RECD BY: Jessica
RECORDING FEES 20.00
MARGINAL NOTATION 0.00
FOTAL TAX 272.00

SCHEDULE A PROPERTY DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Boonton, County of Morris, State of New Jersey

Being all that certain real property subject to the provisions of the State of New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq, its amendments and supplements and situate, lying and being in the Township of Boonton, County of Morris, State of New Jersey, more particularly described as Unit 06-33 situate in Brae Loch Condominium, a New Jersey Condominium, together with an aggregate .8695% percent undivided interest in the Common Elements of said Condominium appurtenant to the aforesaid Unit, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions, easements, agreements and other provisions set forth in the Master Deed for Brae Loch Condominium, dated December 21, 1995, recorded January 29, 1996 in the Morris County Clerk's Office in Deed Book 4323 page 126, and any further amendments thereto.

NOTE FOR INFORMATIONAL PURPOSES ONLY: Being known and designated as Lot 16 C0606, Block 41601 on the Lax Map in the Township of Boonton, County of Motris, State of New Jersey

The within conveyance is subject to all easements and restrictions of record, if any, all zoning ordinances of the Township of Boonton and such state of facts as may be revealed by an accurate survey.

The street address of the property is 54 Brae Loch Drive, Unit #06-33, Boonton, New Jersey.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor sign this Deed as of the date at the top of the first page.

ESTATE OF LOUIS HUTCHINSON

Witnessed by:

5

ÍÓANNE M. SARÚBBI, ESQ.

STATE OF NEW JERSEY, COUNTY OF ES

} S.S.:

I certify that on April 15, 2010, Jean Anderson Executrix of the Estate of Louis Hutchinson, personally came before me and stated to my satisfaction that she/he:

was the maker of the attached Deed; (a)

(b) executed this Deed as her/his own act; and

made this Deed for \$67,979.00 and other good and valuable consideration, 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).

> DANIELLE LA CARLO NOTARY PUBLIC OF NEW JERSEY Commission Declar VS/2014



State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3 (10-09)

(C.55, P.L. 2004)

(Please F	Print or Type)				
SELLE	R(S) INFORMATION (S	ee Instructions, F	age 2)	CARROLL .	
Name(-91		
	E OF LOUIS HUTCHINSO	N by JEAN ANDERS	ON, EXECUTRIX		
Curren	t Resident Address:		THE PRESENTATION OF THE PR		<u> </u>
Stroot:	31 PLEASANT WAY			•	
	own, Post Office	***		State	7
MONTO					Zip Code
				NJ	07042
Block(s	RTY INFORMATION (B	ner Property Des			<u> </u>
·	1	6.	Lot(s)		Qualifier
41601 Street (Address:	<u> </u>	16		CO606
	ELOCH DRIVE				E HATELOUINANIAN WAREHAM
	wn, Post Office	<u> </u>	······································	- 1	
		Q _Q		State	Zip Code
BOON		Y (G)	NJ	07005
100%	Percentage of Ownership		W 12		Closing Date
	RASSURANCES (Char	kitha Angrandara	67,979.00		
	· Macoutation folice	k trie Appropriate	BOX) (BOXES 2 Info	ugh 8 apply to Res	idents and Non-residents)
1. \(\overline{\times}\) 2. \(\cap \) 3. \(\cap \) 4. \(\cap \) 6. \(\cap \) 7. \(\cap \) 8. \(\cap \)	property. The real property being sof the federal Internal Review of New Jersey, the Federal National Mortgage Associational Mortgage Association for payment pursuant to N.J.S. The gain from the sale will cemetery plot. (CIRCLE 1 seller acknowledges the orange of the Mortgage Association for the sale will cemetery plot. (CIRCLE 1 seller acknowledges the orange of the Mortgage Association for the sale will cemetery plot. (CIRCLE 1 seller acknowledges the orange of the Mortgage Association for the sale will be a seller acknowledges the orange of the Mortgage	old or transferred is usernue Code of 1986, ing the mortgaged property is an agency or all National Mortgage ation, or a private more estate or trust and a the property is \$1,00 s.A. 54A:5-1-1 et section to the recognized for the APPLICABLE SI bligation to file a New received.	used exclusively as my p 26 U.S.C, s. 121. operty to a mortgagee in authority of the United S Association, the Federal ortgage insurance compa is such not required to m 00 or less and as such, the or Federal income tax put ECTION). If such section by Jersey income tax returned	notice and the seller is not required to effect distribution of the seller is not required to th	ed to make an estimated Section 721, 1031, 1033 or is a
	accordance with the plays	ions of the deceden	i's will or the intestate lav	vs of this state.	
	(S) DECLARATION				
	signed understands that this di ment contained herein could b of my knowledge and belief, i	o puchsinen dy line, min	GSOBBIEL OF DOID I FLIPAD	vided to the New Jersey Imore declare that I have	Division of Taxation and that any a examined this declaration and,
	4/15/10		Open	Marke	
74-4-4	Date		(Seifer) Please	Signature indicate if Power of Attorne	y or Anomey in Fact
					•
	Date		(Sel'er) Plaase	Signature Indicate if Power of Anome	y or Attomey in Fact

CERTIFICATION AS QUALIFIED PURCHASER FOR LOW/MODERATE AFFORDABLE CONDOMINIUM IN BRAE LOCH CONDOMINIUM

WHEREAS, certain specified condominiums (hereinafter "Affordable Condominiums") within Brae Loch Condominiums are subject to the terms, provisions and restrictions set forth in the Affordable Housing Plan in which plan was filed in the Office of the Clerk of Morris in Deed Book 4323 at Page on 261 and is on file with the Boonton Township Municipal Clerk, as well as Township Zoning Ordinance; and

WHEREAS, the Township of Boonton, having established rules and guidelines for qualifying of purchasers as Qualified Purchasers, and the below name purchaser(s) having made application has been determined to be a Qualified Purchaser(s) as specified in the Plan;

NOW, THEREFORE in accordance with the Affordable Housing Plan for Brae Loch at Boonton Township, the Boonton Township Housing Administrator does hereby certify as follows:

- 1) I have reviewed the Application for Certification of <u>Jean Anderson</u> (Purchaser) to be a Qualified Purchaser, of a Moderate/Low Income Affordable Condominium in Brae Loch along with all other relevant documentation submitted by Purchaser
- 2) Based upon the information furnished by Purchaser concerning the Purchaser's Gross Aggregate Family Income, Family size, Sales Price and the certification by Purchaser that the information furnished is true and accurate to the best knowledge of Purchaser, this Purchaser is a Qualified Purchaser in compliance the requirements of the plan.

Upon closing of title, this Certification shall be recorded simultaneously with the deed conveying title of the above-described unit to the above referenced purchasely.

y: Housing A

Housing Administrator Township of Boonton

Signed this 27 day of JAWARY , 20 to

Sworn and subscribed before me this

MAUREEN D. COMO NOTARY PUBLIC OF NEW IERSEY MY COMMISSION EXPIRES AUG. 3, 2010

1.0. # 2000504

Morris County Recording Cover Sheet



Honorable Ann F. Grossi, Esq. Morris County Clerk

Official Use Only - Realty Transfer Fee

Type of Document

Official Use Only - Bercode

Date of Document

Nanay Mc Clain

Rotania C

Additional Perties:

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block: 41601

Municipality: Township of Boonton

Consideration:

Mailing Address of Grantee:

56 Brae Luch Drive Bounton Towas

MORRIS COUNTY, NJ
ANN F.GROSSI, COUNTY CLERK
RERD-DR BOOK 23288 PG 41
RECORDED 01/30/2018 11:49:45
FILE NUMBER 2018006263
RCPT 4: 13262607 RECD BY: BCamp
RECORDING FEES \$110.00

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOK & PAGE INFORMATION FOR AN ASSIGNMENT, RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE

Original Book:

Original Page:

MORRIB COUNTY RECORDING COVER SHEET

Please do not detach this page from the original document as it contains important recording information and la part of the permanent record.

WARNING: information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.

More's County Recording Cover Sheet MORRIS COUNTY, NJ ANN F.GROSSI, COUNTY CLERK DEED-OR BOOK 23204 PG 1585 RECORDED 09/13/2017 15:10:05 FILE HUMBER 2017055807 RCPT 4: 1292205; RECD BY: SKins RECORDING FEES \$90.00 TOTAL TAX \$236.00 Honorable Ann F. Grossi, Esq. **Morris County Clerk** Official Use Only - Realty Transfer Fee 4236 Official Use Only - Barcode Type of Document Date of Document: DEED September 1, 2017 Second Party Names First Party Name: NANCY MOLAIN, UNMARRIED KIMBERLY CHEZEM, UNMARRIED Additional Parties: THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY Block: 41601 Municipality: Township of Boonton Consideration: \$58,902.00 Mailing Address of Grantee: 56 Brae Loch Drive, Boonton Township, New Jersey 07005 THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOK & PAGE INFORMATION FOR AN ASSIGNMENT, RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE Original-Book: ----Original Page:

MORRIS COUNTY RECORDING COVER SHEET

Please do not detach this page from the original document as it contains important recording information and γ is part of the permanent record.

WARNING: Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.

Prepared by:

An Attorney at Law of NJ

DEED

This Deed is made on September / 2017

BETWEEN KIMBERLY CHEZEM, UNMARRIED

whose address is 56 Brae Loch Drive, Boonton Township, New Jersey 07005

referred to as

the Grantor,

And

MC'LAIN, UNMARRIED

about to reside at 56 Brae Loch Drive, Boonton Township, New Jersey 07005

referred to

as the Grantor.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Granton grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Fifty-eight Thousand Nine Hundred Two and 00/100 (\$58,902.00) Dollars.

The Grantor acknowledges receipt of this money.

Tax Map Reference.

(N.J.S.A. 46:15-2.1) Municipality of

Township of Boonton, County of Morris, Block No. 41601 Low No. 16, (C0605) Account No. [Enter Account No.]

[] No property tax identification number is available on the date of this deed.

Property. The property consists of the land and all the buildings and structures on the land in the Township of Boonton, County of Morris and State of New Jersey

"SEE ATTACHED SCHEDULE "C"

BEING the same premises conveyed to Kimberly Chezem, by deed from James T. Beadle and Nicole S. Beadle f/k/a Nicole S. Fox, husband and wife, dated December 14, 2009, recorded December 21, 2009, ibn the Clerk's Office of the County of Morris, New Jersey, in Deed Book 21458, page 1949.

The Owner's right, title and interest in this Unit and the sue, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT dated _____, which was filed in the Office of the Morris County Clerk in Book 4323 at Page 261 and is also on file with the Boonton Township Municipal Clerk, as well as Township Zoning Ordinance.

Deed being re-recorded to currect purchasers

STATE OF NEW JERSEY

) SS. COUNTY OF MORRIS

I certify that on Januar 20,2018 NANCY MCCLAIN appeared before me and acknowledged, to my satisfaction, that she is the individual who executed the change to correct the spelling of her name on the attached deed, and executed this change as her voluntary act and deed.

Schedule "A"

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Boonton, County of Morris, State of New Jersey, and being more particularly described as follows:

Being Unit No. 06-32 in Brae Loch, a Condominium together with undivided .8695 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 Brae Loch, a Condominium, recorded on January 29, 1996 in the Office of the Clerk of Morris County in Deed Book 4323 page 126, et seq., as the same may now or hereafter be lawfully amended.

FOR INFORMATIONAL BURPOSES ONLY: Also known as Lot 16 C0605 in Block 41601 on the Township of Boonton Tax Map.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:	LA	(Seal)
ohn F. Teeney, Esq.,/ Attorney at Law of New Jersey	KIMPERLY CHEZEM	
		(Seal)

COUNTY OF MORRIS

I, certify that on the 15th day of September, 2017, Kimberly Chezem, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this Deed;

(b) signed, sealed and delivered this Deed as his or her act and deed; and

(c) made this Deed for: \$58,902.00

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.)

John J. Feeney, Esq. Attorney at Law

of the State of New Jersey

RECORD AND RETURN TO: ASSOCIATED TITLE **64 WEST MAIN ST** Barry E. Levine, Esq. 101 Gibrahar Drive FREEHOLD, NJ 07728

Morris Plains NJ 07950

CERTIFICATION AS QUALIFIED PURCHASER FOR LOW/MODERATE AFFORDABLE CONDOMINIUM IN BRAE LOCH CONDOMINIUM

WHEREAS, certain specified condominiums (hereinafter "Affordable Condominiums") within Brae Loch Condominiums are subject to the terms, provisions and restrictions set forth in the Affordable Housing Plan in which plan was filed in the Office of the Clerk of Morris in Deed Book 4323 at Page on 261 and is on file with the Boonton Township Municipal Clerk, as well as Township Zoning Ordinance; and

WHEREAS, the Township of Boonton, having established rules and guidelines for qualifying of purchasers as Qualified Purchasers, and the below name purchaser(s) having made application has been determined to be a Qualified Purchaser(s) as specified in the Plan;

NOW, THEREFORE, in accordance with the Affordable Housing Plan for Brae Loch at Boonton Township, the Boonton Township Housing Administrator does hereby certify as follows:

- 1) I have reviewed the Application for Certification of Nancy McClain (Purchaser) to be a Qualified Purchaser, of a Moderate/Low Income Affordable Condominium in Brae Loch along with all other relevant documentation submitted by Purchaser.
- 2) Based upon the information furnished by Purchaser concerning the Purchaser's Gross Aggregate Family Income, Family size, Sales Price and the certification by Purchaser that the information furnished is true and accurate to the best knowledge of Purchaser, this Purchaser is a Qualified Purchaser in compliance the requirements of the plan.

Upon closing of title, this Certification shall be recorded simultaneously with the deed conveying title of the above-described unit to the above referenced purchaser.

By: Housing Ad

Housing Administrator Township of Boonton

Signed this Laday of July

Sworn and subscribed before me this

MAUREEN D. COMO NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES AUG. 3, 2020



State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3 (9-2015)

(Please Print of Type)

(Figas Fillit of Type)			
SELLER'S INFORMATION			
Name(s)			
Kimberly Chezem			
Current Street Address			
42 Ronald Road			71. 0
City, Town, Post Office Box		State	Zlp Code
Lake Hiawatha	***	M)	07034
PROPERTY INFORMATION		01	100-
Block(s)	Lot(s)	Qual	mer
41601 Street Address	16	C0805	
56 Brae Loch Drive			
City, Town, Post Office Box	**	State	Zip Code
Boonton Township	o Total Consideration	NJ Owner's Share of Consideration	07005 Closing Date
Seller's Percentage of Ownership 100%	\$58,902.00	\$58,902.00	9/5/2017
		ces 2 through 14 apply to Residents	

will file a resident taxpay will file a resident gross in property.	rer (individual, estate, or trust) of the St acome tax return, and will pay any appli	tate of New Jersey pursuant to the New Jer icable taxes on any gain or income from the	e disposition of this
	transferred is used exclusively as a pri-	ncipal residence as defined in 26 U.S. Code	e section 121.
 Seller is a mortgagor con- additional consideration. 	veying the mortgaged property to a mo	rtgagee in foreclosure or in a transfer in lieu	u of foreclosure with no
Jersey, the Federal Natio	feree Is an agency or authority of the ti nal Mortgage Association, the Federal I mortgage Insurance company.	Inited States of America, an agency or auth Home Loan Mortgage Corporation, the Gov	ority of the State of New ernment National Mortgage
5. Seller is not an individual	, estate, or trust and is not required to r	make an estimated gross income tax payme	
7. The gain from the sale is THE APPLICABLE SECT	not recognized for federal income tax particles. If the indicated section does not be sey income tax return for the year of the sexual section.	seller is not required to make an estimated purposes under 26 U.S. Code section 721, a ultimately apply to this transaction, the sell the sale and report the recognized gain.	1031, or 1033 (CIRCLE
8, The real property is being	transferred by an executor or administ	trator of a decedent to a devisee or heir to dent's will or the intestate laws of this State.	effect distribution of the
The real property being s proceeds from the sale a	old is subject to a short sale instituted t nd the mortgagee will receive all procee	by the mortgagee, whereby the seller agree eds paying off an agreed amount of the mo	ed not to receive any ntgage.
10. The deed is dated prior to	August 1, 2004, and was not previous	sly recorded.	
 The real property is being property from the seller a 	transferred under a relocation compar nd then sells the house to a third party	ny transaction where a trustee of the relocat buyer for the same price.	tion company buys the
12. The real property is being U.S. Code section 1041.	transferred between spouses or incide	ent to a divorce decree or property settleme	ent agreement under 26
 The property transferred in the seller is not receiving settlement eheet. 	s a cemetery plot. I net proceeds from the sale. Net proce	eds from the sale means the net amount d	ue to the seller on the
SELLER'S DECLARATION			
The undersigned understands that statement contained herein may be my knowledge and bellef, it is true,	e punished by fine, imprisonment, or both. I	sclosed or provided to the New Jersey Division of I furthermore declare that I have examined this do I certify that a Power of Attorney to represe In this form is attached.	eclaration and, to the best of
9-1-17	•	K	
9-1-17 Date 9-1-17	1	Signature (Selled, Please inclosite if Power of Altomey or Attorney	y In Fact
9-1-17			
Date		Signature (Seller) Please indicate if Power of Altomey or Attorney	/ in Fact



State of New Jersey

GIT/REP-4a (6-10)

WAIVER OF SELLER'S FILING REQUIREMENT OF GIT/REP FORMS AND PAYMENT FOR CORRECTED DEED WITH NO CONSIDERATION

(C.55, P.L. 2004)

ease Print or Type)			
1			
VNER(S) INFORMATION			
ame(s)			
		•	
enogriMcClain			
urrent Resident Address:		•	4
Brae Loch Drive			
ty, Town, Post Office		State	Zlp Code
enten		NJ	07005
OPERTY INFORMATION (Bee	Property (20 satisfied)		
lock(s)	Lot(s)		Qualifier
• •	2		C0805
501 reet Address:		<u></u>	<u> </u>
logi Addiose.		3	
Brae Loch Drive		o s State	Zip Code
iy, Town, Post Office			
onton .		NJ	07008
NNER:S) DECLARATION	200		
WNER: SEDECLARATION	and the many transfer interesting the design	r.the Symporty Informatio	e section above. By
he undersigned is (are) the title own becausing this declaration fully componently or confirmatory purposes or population, distinct, property descriptions of the county reson to however, continue to accept the county reson to leave you that the Power of Att multaneously with the deed to which		be recorded or re-recording and there is no consider the consideration of the consideration of the control of t	d solely due to a supplier for the connective or the recording officer in REP-4A & By checking the being recorded
he undersigned is (are) the title own assenting this declaration fully comporently or confirmatory purposes of prographical, distinctly property described. The county resons in	inly. In other words, the deed needs to hotton, or other activater error or amissic ding officer will accept this fami for reca a CITITET 4 form with the Division's relis- omey to represent the seller(s) has been	be recorded or re-recording and there is no consider of and there is no consider diring along with suich deet ad east in lieu-of the GIT? In previously recorded or it or for recording along with	disolety due to a station for the connective or d. The recording officer in REP-4A By checking this being recorded. The dead of the owner as cent this water form in its eart.
he undersigned is (are) the title own assenting this declaration fully comporently or confirmatory purposes of prographical, distinctly property described. The county resons in	inly. In other words, the deed needs to option or other scrivener error or omissic ding officer will accept this ferm for recall officer will accept this ferm for recall officer. I form with the Division's raise orney to represent the seller(s) has been in this form is affected.	the recorded or re-recording and there is no considered in a considered in the consi	disclety due to a station for the conective or di. The recording officer in REP-4A & By checking this being recorded. The dead of the dwiter as cept this waiver form in its 2004, q. 55.



Beed

This Deed is made on August 1998 BETWEEN

KEVIN HAGEN and DELMA HAGEN, his wife

whose post office address is 58 Brae Loch Drive, Boonton, New Jersey 07005

referred to as the Granica, AND DEBORAH RATNOFF, unmarried

Bla Van Wyk Road, Lake Hiawatha, New Jersey 07034

referred to sa the Gruntee. igan all Grantors and all Grantees listed above. The words "Grantor" and "Grantee" shall i

- 1. Transfer of Ownership. The Grantor grant and conveys (transfers ownership of) the property (called the "Property") described below to the Grantoe. This transfer of man of \$80,131.00 Eighty eight thousand one hundred thirty one dollars and xxx/100. The Grantor acknowledges receipt of this money.
- 2. Tax Map Reference. (N.S.S.A. 46:16-1.1) Municipality of Booliton Block No. 41601 Lot No. 16 Account No. 16 Account No. 16 Dept. 100ck box & applicable.)
- ax Map Reference.

 No. 41601

 No property tax identification number is accommodately and all the buildings and survey.

 Property. The Property consists of the land and all the buildings and survey.

 Township of Boomton and State of New Jersey. The legal description is and State of New Jersey. The legal description is applicable.

 [X] Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable). 3. Property. The Property consists of the land and all the buildings and structures of the land in the Township of Boomton and State of New Jersey. The legal description is

repaired by (print alguer's mane below algustus)	(For Recorder's Use Only)
(Men St.)	
1777/1	COUNTY OF MORRIS
CHEFFREY W. LUTZ	Consideration 88.131.00
torney-at-law, State of W.I.	Base Tax Co., 98.50
	Additional Tax
	REALTY TRANSFER FRE 38 . TO C ALCE.
	Date 8/21/98 By 6/3
	RECORDING FEE 04.00 18.Ch.

084827 P280

01998 by ALL-STATE Legal, a Division of ALL-STATE International, Inc. (808) 273-0800 Page I

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Boonton, County of Horris, State of New Jersey:

Being known and designated as Unit 06-11 in Building 11 as set forth in a certain Master Deed and Declaration of Restrictive and Protective Covenants creating and astablishing Bras Loch Condominging dated December 21, 1995 and recorded in the Morris County Clerk's Office on January 29, 1996 in Deed Book 4323 Page 126, together with an undivided 0.8895% percentage interest in the Common Elements as set forth in said Master Ceed, and as the same may be lawfully amended from time to time pursuant to said Master Deed.

Formation only: The above premises is currently known as Tax Lot 16 C0604 Block 41601.

DB4827 P284

RECEIVED

1998 AUG 21 A 9 53

ALFORSE W. SCERBO MORRIS CO. CLERK

The street address of the Property is: 58 Brae Loch Drive, Sponton, New Jersey 07005

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," (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone class 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.)

Witnessed By

Attorney-at-Law, State of N.J.

(Seal)

KEVIN HAGEN Deliuse Hagen (Seal) HABRAI

STATE OF NEW JERSEY, COUNTY OF ESSEX I CERTIFY that on August 1998

Kevin Hagen and Del. HA HAGEN personally came before me and etated to my satisfaction that this person (or if more than one, each person): (a) was the maker of this Deed; (b) executed this Deed as his or her own act; and,

SS. Contract of the state of th (c) made this Deed for \$ 85,000.00 as the ful transfer of title. (Such consideration is defined in N.J.S.A. 46:15-6.) as the full and actual equalderation paid or to be paid for the

RECORD AND RETURN TO: SCOTT L. DECKER, ESQUIRE

345 Parsippany Road/P.O. Box 191 Parsippany, New Jersey 07054

(Fritzen and Aliabelow signature)
JEFFREY W. LUT
Attorney-at-Law, State of New Jersey

108PD - Deed - Harreste and Bale

084827 P282

Q1995 by ALL-STATE Legal, a Division of ALL-STATE International, Inc. (90K) 972-0HUC

er einen aufbrahlen de Lemberheitaunte Ark führer ektende	APPROAVIT IT GONSIUS	YUNN JERNEY YUN JERNEY YORTHMAKE RO HOLTHR	ALL-STATE (1-ALL-STATE) CO One Commerce Date, Combine, N. J. D. D. Co D. G. R. Y. T. T.
To He Reconded With U	PARTIAL E (c. 178, P	N EXEMPTION 2. L. 1976)	(N.J.S.A. 46:15-5 et rou.) 084963
STATE OF NEW (ERSEY)		RDER'S USE ONLY B 78.50
() · · ·		Date	
(I) PARTY OR LEGAL BEPRE	SKNTATTYK (See Instructions 4	"Use synthol "C" to Indicat 3, 4 and 5 on revenue side)	a that fee is exclusively for county use,
thepsinem, Kev	in Haben	heing duly seems seemd	ling to law upon his/her outh deposes and
ray a that he take it the	GRANTOR.	eren tiller, i likes til til (a Lealing kappele	
to a deed dated		property Identified as Block No.	
Lee No	entrol an 68 BKA	elocH M. B	" / <u>}</u>
(III CONSIDERATION (See Institu	clids (6)		
Department, alates that, with respectively the patient continue the patient consequentation pa	et to skyd beerlo amezod, the act id or to be paid for the transfer of th for is subject or which it to be assu-	lië to the lands, tenements or othe ned and agreed to be paid by the p	hectary value of any other thing of value or really, including the nematiding amount transce and any other lies or excuminance
(A) FULL EXEMPTION FROM I	FER Depotent claims that this	dood transaction is fully exempt	From the Realty Transfer Fee Imposed by
CH9, P.L., 1968, for the following tens	ernis): Aspialie in dictrii. (Seus lessper D	ction \$7.) hiero reference to exe	regulium symbol) in non sufficient.
			III
a) MENICH CITUSEN (See Instruction Classics) his yes, of age in one	en,	ed portion of the Mealty Transfer	ordy. ALL BOXES IN APPROPRIATE 2 88 and 69) Fice lognosted by c. 176, P.T., 1975 for the on(a) at tiline of sale.
1 The or two-family residential re-	ender	No found owners other than spo	wate or other modified exemps parent
by ML [915] (See Instruction #8) [] Urantorfs) legally blind, * [] Urantorfs berefamily residencial pr	Embers,	Owned and occupied by grang	or(s) at time of sale.
DISANI.KD (See Instruction 68) [] Grantoff permanently and total [] One of two-family resistential pr	fly disubled. • (Owned and occupied by grane Not gainfully employed,	D ID
L. Receiving disability payments. THE THE CASE OF HUSBAND AND WHEE, ON THE HARD THE D. CHARLEY.	Σ	Ma joint awners other than spo	were at most this mich exclude the see.
O LOW AND MODERATE INCOM			RECORDS
25 Alfondable Accombing to H. H. H. H. Meets Income Respirements of	. Slamlarda. L. Reginn. S	Reserved for Occupancy. Subject to Resale Controls.	` *
di NEW CONSTRUCTION (See Insti Limitely new Improvement, Net previously used for any par	pare.	Not previously occupied.	OFFICE
Depriment makes this Affiliavis a recontance with the provisions of c. 49 Subscribed and Swein to before me	a indust the County Clerk or Revis	peroc Dorte to record the deed	and accept the too submitted herewith in
on Affect	1990	Academ -	D. O. A. C. C.
All of the	T Vab-wood of	707	The work CARD
Jeffney W. Lutz	Deed Number	Book Coord	Page
SPORTANT RESOLUTION PROMISSION	Dred Dated	Date Records	d
ORIGINAL - White copy to be retained	University (Spanish in the Coppering of by County, whiched he County to Chalains of the	rd of the Tressury, as required by	liers, and may not be altered or emended
PRIPLICATE Plot copy to your the	сору,		

084827 R283 "

END OF DOCUMENT

Aeed



This Deed is made on June 29, 2005 BETWEEN **THEA GIARDINA**

Single

whose post office address is 60 Brae Loch Drive Boonton Township, NJ 07005

referred to as the Grantor, AND SCOTT AUMANN whose post office address is ABOUT TO BE: 60 Brae Loch Drive Boonton Township,NJ 07005

referred to as the Grantee. The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

The Grantor grants and conveys (transfers ownership of) the property (called the Transfer of Ownership. "Property") described below to the Grantee. This transfer is made for the sum of \$107,798.00 One Hundred Seven Thousand Seven Hundred Ninety-Eight Dollars and No Cents The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:16 1.1) Municipality of Boonton Township Block No. 41601 Lot No. 16 Qualifier No. C0603 Account No. ☐ No lot and block or account number is available on the date of this Deed. (Check Box if Applicable.)

The Property consists of the land and all the buildings and structures on the land in 3. Property. of Boonton the Township and State of New Jorsey. The legal description is: County of Morris

🔀 Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING the same premises conveyed to Grantor herein by Deed of David J. Mayhood and Allison Mayhood, husband and wife, dated April 22, 1999, and recorded April 28, 1999 In the Morris County Clerk's Office in Deed Book 4966, Page 85.

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 PLAN approved November 4, 1985, which was filed in the office of the Morris County Clerk in Book 4323 at page 261 on January 29, 1996, and is also on file with the Township.

SUBJECT to all easements, restrictions and reservations of record and such state of facts as an accurate survey may disclose.

JOSEPH SERMINALLE - MODRIS COURTY CLERK DATE OF 10 2005 TIME 09 42 AM PAGES COMMINGER TOWN 107,798.00 SEMICE S5.00 COFF COURT FIRS 35.00 EFFG STATE PAGE FIRS 90.00 TOWN PROMOTES FIRS 108.00 POTAL PROMOTES FIRS JH-ZD CK 1783/CHG CARAMA

Prepared by (print signer's france

*ቀ*ሲ 🔿 SCOTT L. DECKER, ESQ. (For Recorder's Use Only)

0806380P219

103 - Deed - Hargain and Sale Cov. to Grantor's Act - Ind. to Ind. or Corp. Plain Languago Rov. 7/01 P 8/02

©2001 by ALL-STATE LEGAL® A Division of ALL-STATE International, Inc. www.aslegal.com 800,222.0510

The street address of the Property is 60 Brae Loch Drive, Boonton Township, NJ 07005

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.)

Witnessed By:

SODTT L. DECKER, ESQ.

THEA GIARDINA (Seal

(Seal)

STATE OF NEW JERSEY, COUNTY OF MORRIS I CERTIFY that on June 28, 2005

THEA GIARDINA

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of this Deed; and,

(b) executed this Deed as his or her own act.

RECORD AND RETURN TO: Dougals R. Cabana, Esq. 104 Elcock Avenue

Boonton, New Jersey 07005

SCOTT L. DECKER

ATTORNEY AT LAW OF NEW JERSEY

Print name and title below signature

R06380P2

STEWART TITLE INSURANCE COMPANY

ALTA COMMITMENT SCHEDULE A

File Number: 05-16138

LEGAL DESCRIPTION

All the real property located in the Town of Boonton, County of Morris State of New Jersey and being further described as follows:

Known and designated as Unit No. 06-30, situate in Brae Loch, a condominium, Established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided .8695% interest in the General Common Elements of said condominium appurtenant to the aforesaid unit in accordance with, and subject to the terms, conditions, covenants, restrictions, reservations, easements, lien as for assessments, and other provisions as set forth in the current Master Deed of Brae Loch, a condominium, dated 12/21/95, and recorded 1/29/96 in the Office of the Morris County Clerk in Deed Book 4323, Page 126; Amendment recorded 6/11/98 in Deed Book 4781, Page 83, Amendment recorded 8/18/99 in Deed Book 5037, Page 115, Amendment recorded 8/18/99 in Deed Book 5037, Page 117; as same may now or hereafter be lawfully amended.

NOTE: Being Lot(s) 16 C0603, Block 41601, Tax Map of the Town of Boonton, County of Morris.

NOTE: Lot and Block shown for informational purposes only.

DB06380P221

State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION (C.55, P.L 2004)

GIT/REP-3 (5-05)

(Pleasa Print or Type)

(redee runter 1990)	11-11-11-11-11-11-11-11-11-11-11-11-11-		
SELLER(S) INFORMATION (See Instruct	tions, Page 2)		
Name(s)	•		
Thea (siardi	Γα		
Current Resident Address:	and table comments of Section Section Section Section Section 1995	,,	
Street 60 Brae L	och Drive		
City, Town, Post Office	A 1	State	Zip Code
Boontow Tou	onship	N5	07005
PROPERTY INFORMATION (Brief Prope	rty Description)		
Block(s)	Lot(s)		Qualifier
41601	را		C0603
Street Address:			
60 Brae Loc	h Drive		
City, Town, Post Office	A	State	Zip Code
Roonton lown	shio aids	N2	07005
Seller's Percentage of Ownership	Consideration		Closing Date
100%	*107,798.0	0	6-29-05
SELLER ASSURANCES (Check the App	ropriate Box)		
I am a resident taxpayer (individual, of will file a resident gross income tax sections).	estate, or trust) of the State of Neturn and pay any applicable to	lew Jersey pursuant to ixes on any gain or inco	N.J.S.A. 54A:1-1 et seq. and ome from the disposition of this
property.			
2. The real property being sold or transf of the federal internal Revenue Code	ferred is used exclusively as my of 1986, 26 U.S.C. s. 121	/ principal residence wit	thin the meaning of section 121
 I am a mortgegor conveying the mort no additional consideration. 	tgaged property to a mortgage	in foreclosure or in a tr	the enucological in leading
 Seller, transferor or transferee is an a of New Jersey, the Federal National National Mortgage Association, or a p 	Mortgage Association, the Fede	ral Home Loan Mortgag	agency or authority of the State ge Corporation, the Government
 Seller is not individual, estate or trust et seq. 	t and as such not required to ma	ake an estimated paym	ent pursuant to N.J.S.A.54A:1-1
6. The total consideration for the proper payment pursuant to N.J.S.A. 54A:5-		n, the seller is not requi	ned to make an estimated
7. The gain from the sale will not be recommended prior (CIRCLE THE APPLI) seller acknowledges the obligation to	CABLE SECTION). If such sec	tion does not ultimately	apply to this transaction, the
8. Transfer by an executor or administration accordance with the provisions of the			tion of the decedent's estate in
SELLER(S) DEGLARATION		d W. Dunner	
			-
The undersigned understands that this declaration as false statement contained horein could be punished to to the best of my knowledge and bellef, it is true, con-	by fine, imprisonment, or both. I fur	thermore declare that I ha	y Division of Taxation and that any we examined this declaration and,
6-28-05 Date	Olla (20 idir	_
Date	· · · · · · · · · · · · · · · · · · ·	Signature	<u></u>
	(Seller) Ple	aded Indicate if Power of Atton	ney of Attorney in Fact
Date	/DAR-A PI	Signature	

CERTIFICATION AS QUALIFIED PURCHASER FOR LOW/MODERATE AFFORDABLE CONDOMINIUM IN BRAE LOCH CONDOMINIUM

WHEREAS, certain specified condominiums (hereinafter "Affordable Condominiums") within Brae Loch Condominiums are subject to the terms, provisions and restrictions set forth in the Affordable Housing Plan in which plan was filed in the Office of the Clerk of Morris in Deed Book 4323 at Page on 261 and is on file with the Boonton Township Municipal Clerk, as well as Township Zoning Ordinance; and

WHEREAS, the Township of Boonton, having established rules and guidelines for qualifying of purchasers as Qualified Purchasers, and the below name purchaser(s) having made application has been determined to be a Qualified Purchaser(s) as specified in the Plan;

NOW, THEREFORE, in accordance with the Affordable Housing Plan for Brae Loch at Boonton Township, the Boonton Township Housing Administrator, does hereby certify as follows:

- 1) I have reviewed the Application for Certification of Scott Auman (Purchaser) to be a Qualified Purchaser, of a Moderate/Low Income Affordable Condominium in Brae Loch along with all other relevant documentation submitted by Purchaser.
- 2) Based upon the information furnished by Purchaser concerning the Purchaser's Gross Aggregate Family Income, Pamily size, Sales Price and the certification by Purchaser that the information furnished is true and accurate to the best knowledge of Purchaser, this Purchaser is a Qualified Purchaser in compliance the requirements of the plan.

Upon closing of title, this Certification shall be recorded simultaneously with the deed conveying title of the above-described unit to the above referenced purchaser.

Housing Administrate
Township of Boonton

Signed this 29 day of Une, 2005.

Sworn and subscribed before me this

BARBARA L. WYATT

NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES 5/7/07

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION RTF-1 (Rev. 8/2004) (Chapter 49, P.L. 1968, as amended through Chapter 66, P.L. 2004)

To be recorded with deed pursuant to Chapter 49, P.L. 1968, as amended by Chapter 306, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM. FOR RECORDER'S USE ONLY STATE OF NEW JERSEY Consideration RTF paid by seller }ss. Date Ву Morris COUNTY OF *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) Thea Glardina , being duly sworn according to law upon his/her cath, Deponent deposes and says that he/she is the Grantor in a deed dated 6/29 (Grantor, Grantos, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.) 6/29/05 transferring 41601 Lot number real properly identified as Block number ___ located at 60 Brae Loch Drive, Twsp. of Boonton, Morris
(Street Address, Municipality, County) and ennexed thereto. 107,798.00 (2) CONSIDERATION \$_ _(See instructions #1 and #5 on reverse side) (3) <u>FULL EXEMPTION FROM FEE</u> (Seo. Instruction #6 on reverse side)
Deponent states that this deed transaction stilly exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail. (4) PARTIAL EXEMPTION FROM FEE (See Instruction #7 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 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) George Grantor(s) Grantor(s) Grantor(s) Grantor(s) Grantor(s) Grantor(s) 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. Resident of the State of New Jersey. owners as joint tenante must all qualify. One or two-family residential premises.

Ita f	HE GASE	DE RUSBAND AND WIFE, ONLY ONE GRANTOK NEEDS TO	/ QUALIF	- I I OWNED AS TERANTS BY THE ENTIRETY.
C.	X)	ND MODERATE INCOME HOUSING (See Instruction #7 o Affordable according to H.U.D. standards.	n reverse	e side) (a). Reserved for occupancy.
	X	Meets income requirements of region.	 	Subject to resale controls.
(5) <u>Ni</u>	EW CONS	TRUCTION (See Instructions #8 and #10 on reverse side) Entirely new improvement. Not previously used for any purpose.		Not previously occipied. "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

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 66, P.L. 2004.

ellandua Thea Giardina Subscribed and sworp to before me this 20 thay of June 20 05

1000) Q

Scott L. DECKER

ATTORNEY AT LAW STATE OF NEW JERSEY

Grantor Name 60 Brae Loch Dr. 60 Brae Loch Dr. Deponent Address Grantor Address at Time of Sale

Boonton Twsp., NJ 07005 Boonton Twsp., NJ 07005 Name/Company of Settlement Officer

	FOR OFFICIAL USE ONLY
Instrument Number	County

The Director of the Division of Texetion in the Department of the Treasury has prescribed this form, as required by law,
This form may not be eftered or amended without the approval of the Director,
For further information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at
www.state.nj.ue/Transfer/Securifythication.html





This Deed is made on November 30, 2004 BETWEEN

SUZANNE L. REGAN f/k/a SUZANNE L. KAPLAN JOSEPH REGAN

Wife and Husband

whose post office address is 62 Brae Loch Drive Boonton Township, NJ 07005

referred to as the Grantor, AND ANNAMARIE BORDONARO whose post office address is ABOUT TO BE: 62 Brae Loch Drive Boonton Township, NJ 07005

referred to as the Grantee. The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership, The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of \$87,035.00

Eighty-Seven Thousand Thirty-Five Dollars and No Cents
The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15:1.1) Municipality of Boonton ot No. 16 Qualifier No. C0602 Ac

Block No. 41601 Lot No. C0602 Account No.

No lot and block or account number is available on the date of this Deed. (Check Box if Applicable.)

The Property consists of the land and all the buildings and structures on the land in of Boonton the Township

County of Morris

and State of New Jersey. The legal description is:

🗶 Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING the same premises conveyed to Suzenne L. Kapian, unmarried by Deed of Brae Loch Associates, LLC, dated April 17, 1997 and recorded in the Office of the Morris County Clerk on January 13, 1998 in Deed Book 4701, Page 136.

The Owner's right, title and interest in this unit and the use, sale, resals and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT dated _____, which was filed in the Office of the Morris County Clerk in and is also on file with the Township.

SUBJECT to all easements, restrictions and reservations of record and such state of facts as an accurate

THIS DEED IS BEING RE-RECORDED TO INCLUDE THE LEGAL DESCRIPTION.

JOAN HERMANN. - MORRIS CUNTY CLERK DATE 12 13 2004 THE 02-01 PM PAGES CONSIDERATION 97.035.00 SERTION 50.00 COFF CONTY FRE 30.00 STOCK RECORDING FRE 80.00 TOTAL RECORDING FRES 07.50 JOYAL TRANSPER TAX FRES JH-CHE GATERGOW

Prepared by: s(print signe

SCOTT L. DECKER, ESQ.

(For Recorder's Use Only)

JUAN BRANCHALL - MORRES COUNTY CLERK JOAR BRANCAL - MORETS COUNTY CL DATA 10 06 2005 TIME 09 12 AM PAGES CORSIDERATION DE RICCORDING 93.00 COPE COUNTY FILE 35.00 COPE COUNTY FILE 90.00 TOTAL RECORDING FEES .00 TOTAL TRANSPIRE TAX FIGH

SK-CHRG L-PATERCE

103 - Deed - Bargoin and Sale Cov. to Grantor's Act - Ind. to Ind. or Corp. Plain Language Rev. 7/01 P 8/02

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L-PATERSON

806450P2

DB06224P096

LEGAL DESCRIPTION

ALL that certain tract or parcel of land, situated, lying and being in the Town of Boonton in the County of Morris and the State of New Jersey, more particularly described as follows:

INCLUDING the appurtenances thereto, in fee simple, subject to the provisions of the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et seq.), its amendments and supplements, and to the provisions of that certain Master Deed for Brae Loch, a Condominium dated December 21, 1995, and recorded on January 29, 1996 in the Morris County Clerk's Office in Deed Book 4323 at Page 126 and all amendments thereto (hereinafter the "Master Deed"), being more particularly described as Condominium Unit Number 06-29, as shown on Schedule B to sald Master Deed, which property is more specifically

BEING also known and designated as a portion of Block 41601, Lot No. 16, Qualifier No. C0602 on the official tax map of the Township of Boonton. Together with the fee in an undivided .8695 percent interest

Numined in Mass.

EING also known and experiments of said Control in the common elements of said Control in the control in the

DB06450P212



State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION (C.55, P.L. 2004)

GIT/REP-3 (7-04)

(Please Print or Type)			
SELLER(S) INFORMATION (If Multiple Selle	ers, Each Seller Must Complete a	Certification)	
Name(s)	_		
REGAN, JOSEPH+ Current Resident Address:	SUZAUNE		
_	_		
Street: 62 Brae Lock Dr City, Town, Post Office	(ve Si	ate Zip Code	
BOONTON DOWNShip	<i>N</i>	J 07005	
Home Phone	В	usiness Phone	
473) 226-2717.	and the state of t)	
PROPERTY INFORMATION (Brief Property	Description)		
Block(s)	Lot(s)	Qualifier	
Street Address:	(C0602	
62 Brae Lock Driv City, Town, Post Office	je s	ate Zip Code	-
Λ	31	•	
Seller's Percentage of Ownership	Consideration	⊖700 ζ Closing Date	
\\ \times	\$87,035 W	11-30-04	
SELLER ASSURANCES (Check the Approp	riate Box)	*	
I am a resident taxpayer of the State of I income tax return and pay any applicable.	New Jersey pursuant to N.J.S.A. 54A.1 e taxes on any gain or income from the	et seq. and will file a resident gross	_
	ed is used exclusively as my principal re	sidence within the meaning of section 121	
		re or in a transfer in lieu of foreclosure with	
4. Seller, transferor or transferee is an ager	ncy or authority of the United States of A	merica, an agency or authority of the State	ເລ ຜ
of New Jersey, the Federal National Mor National Mortgage Association, or a priva	tgage Association, the Federal Home Lo	an Mortgage Corporation, the Governmen	5.0
5. Seller is not individual, estate or trust an et seq.	d as such not required to make an estim	ated payment pursuant to N.J.S.A.54A:1-	19
6. ☐ The total consideration for the property is payment pursuant to N.J.S.A. 54A:5-1-1	s \$1,000 or less and as such, the seller i	s not required to make an estimated	a
SELLER(S) DECLARATION			
The undersigned understands that this declaration and it false statement contained herein could be punished by fi	s contents may be disclosed or provided to the	B New Jersey Division of Taxation and that any	,
to the best of my knowledge and belief, it is true, correct	and complete.	are that I have examined this declaration and,	
•	\bigcirc		
11-30-04	Charlet 10	an a	
Date	(Seller) Please indicate ICF	ignature over of Attorney or Attorney in Fect	
11-30-04		P	
Date	Susanne de	insture	
Onig	1.0	ower of Altomoy or Attorney in Fact	

CERTIFICATION AS QUALIFIED PURCHASER FOR LOW/MODERATE AFFORDABLE CONDOMINIUM IN BRAE LOCH CONDOMINIUM

WHEREAS, certain specified condominiums (hereinafter "Affordable Condominiums") within Brae Loch Condominiums are subject to the terms, provisions and restrictions set forth in the Affordable Housing Plan in which plan was filed in the Office of the Clerk of Morris in Deed Book 4323 at Page on 261 and is on file with the Boonton Township Municipal Clerk, as well as Township Zoning Ordinance; and

WHEREAS, the Township of Boonton, having established rules and guidelines for qualifying of purchasers as Qualified Purchasers, and the below name purchaser(s) having made application has been determined to be a Qualified Purchaser(s) as specified in the Plan;

NOW, THEREFORE, in accordance with the Affordable Housing Plan for Brae Loch at Boonton Township, the Boonton Township Housing Administrator, does hereby certify as follows:

- 1) I have reviewed the Application for Certification of Annamarie Bordonaro (Purchaser) to be a Qualified Purchaser, of a Moderate/Low Income Affordable Condominium in Brae Loch along with all other relevant documentation submitted by Purchaser
- 2) Based upon the information furnished by Purchaser concerning the Purchaser's Gross Aggregate Family Income, Family Size, Sales Price and the certification by Purchaser that the information furnished is true and accurate to the best knowledge of Purchaser, this Purchaser is a Qualified Purchaser in compliance the requirements of the plan.

Upon closing of title, this Certification shall be recorded simultaneously with the deed conveying title of the above-described unit to the above referenced purchases

By:

Housing Administrator Township of Boonton

Signed this 25 day of Oct., 2004.

Sworn and subscribed before me this

25 day of Oct, 2004.

BARBARA L. WYATT NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES 5/7/07

DB06224P100

END OF DOCUMENT

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.)

Witnessed By:

SCOTT L. DÈCKER, ESQ.

SUZANNE GREGAN

(Seal)

JOSEPH REGAN

___(Seal)

STATE OF NEW JERSEY, COUNTY OF MORRIS I CERTIFY that on November 30, 2904

SUZANNE L. REGAN

JOSEPH REGAN

personally came before me and stated to my satisfaction that this person (or if more than one; each person):
(a) was the maker of this Deed; and,

(b) executed this Deed as his or her own act.

RECORD AND RETURN TO: WALTER G. LUGER, ESQ.

8 WOOD HOLLOW ROAD, SUITE 202

PARSIPPANY, NJ 07054

SCOTT L. DECKER

ATTORNEY AT LAW OF NEW JERSEY

Print name and title below signature

0806224P097

STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION (Chapter 49, P.L.1968, as amended through Chapter 66, P.L. 2004)				
—	L. 1986, as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.) E READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.			
STATE OF NEW JERSEY	FOR RECORDER'S USE ONLY Consideration \$			
} _{ss} .	RTF paid by seller \$			
COUNTY OF Morris	Date by By By "Use symbol 'C' to indicate that fee is exclusively for county use.			
(1) PARTY OR LEGAL REPRESENTATIVE (See Instruction	ons # 3 and #4 on reverse side)			
Deponent, Suzanne L. Regan	being duly swom according to law upon his/her oath,			
deposes and says that he/she is the <u>Grantor</u> (Grantor, Grantee, Legal Representative, Corporate Off				
	Lot number 16, CO 602 located at			
62 Brae Loch Drive, Twap. (Street Address, Munic	of Boonton, Morris County and annexed thereto.			
	(See instructions #1 and #5 on reverse side)			
(3) FULL EXEMPTION FROM FEE (See instruction #6 Deponent states that this deed transaction is fully exerthrough Chapter 66, P.L. 2004, for the following reason	on reverse side) npt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as emended (s). Mere reference to exemption symbol is insufficient. Explain in detail.			
<u> </u>	5			
(4) PARTIAL EXEMPTION FROM FEE (See Instruction PARTIAL EXEMPTION FROM FEE EXEMPTION FROM NOTE: All boxes below apply to grantor(s) only. ALL BOX void claim for partial exemption.	##> on reverse side) EEF (See Instructions #7 on reverse side) KESIN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will			
Purpose Fee, as applicable, imposed by C. 176, P.L. 1	of from State portions of the Basic Fee, Supplemental Fee, and General 975, C. 113, P.t., 2004 and C. 66, P.L. 2004 for the following reason(s):			
□ COLING DEDSON Grantor(s) ☐ legally blind	age or over. (See Instruction #7 on reverse side for A or B) I or: * y and totally disablet ☐ Receiving disability payments ☐ Not gainfully employed			
Senior citizens, blind or disabled persons must	elso meet alt of the following criteria.			
Owned end occupied by grantor(s) et One or two-family residential premises	Resident of the State of New Jersey. Resident of the State of New Jersey. Resident of the State of New Jersey.			
IN THE CASE OF HUSBAND AND WIFE, ONLY ONE G	RANTOR NEEDS TO QUALIFY FOWNED AS TENANTS BY THE ENTIRETY.			
C. LOW AND MODERATE INCOME HOUSING	See Instruction #7 on reverse side)			
Affordable according to H.U.D. stands	rds. 🔃 Reserveo for occupancy.			
Meets income requirements of region.	Subject to resale controls.			
TEL MELL CONTROL OF TOTAL /C - Lead rettern #9 part #1	10 an rountee side)			
(5) NEW CONSTRUCTION (See Instructions #8 and #: Entirely new improvement.	Not previously accupied.			
Not previously used for any purpose.	"NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.			
Deponent makes this Affidavit to induce county clerk of in accordance with the provisions of Chapter 49, P.L. 1	r register of deeds to record the deed and accept the fee submitted herewith 968, as amended through Chapter 66, P.L. 2004.			
Subscribe Land sworm to believe me	Where L Regan Suzanne L. Regan			
this 30 tilday of November).20 04	2 Signature of Deponent 2 Grantor Nama 2 Brae Loch Dr. 62 Brae Loch Dr.			
Xlou B	Conton Times NJ 07005 BORNATAR ARCHITECTURE Depondent Address at Time 5 (2016)			
SCOTT L. DECKER	·			
ATTORNEY AT LAW	Name/Company of Settlement Officer			
STATE OF NEW JERSEY				
	FOR OFFICIAL USE ONLY			
	Doed Number Book Fage			

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form, as required by taw.

This form may not be altered or amended without the approval of the Director.

For further information on the Realty Transfer Fee or to print a copy of this Affidavit, vieit the Division of Texation website at
www.state.nj.us/treasury/texation/ipt/localtex.htm.



DEED

RECEIVED

Jun 22 3 12 PH 'S9

This Deed is made on 1/13/49

JOAN BRAMHALL HORRIS CO. CLERK

BETWEEN

KEITH HOELER and ROBYN HOELER, husband and wife

whose post office address is 68 Brae Loch Drive, Boonton Township, New Jersey

referred to as the Grantor

AND

CARLO VIRGA and INES VIRGA, husband and wife

whose post office address is about to be 68 Brae Loch Drive, Boonton Township, New Jersey

referred to as the Grantee

The words,"Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the Property') described below to the Grantee. This transfer is made for the sum of \$51,611.00 (Fifty One Thousand Six Hundred and Eleven Dollars).

The Grantor acknowledges receipt of this money.

- 2. Tax Map Reference. (N.J.S.A. 46 13 t. 1) Municipality of Township of Boonton. Block No. 41601 Lot No. 16 CO 507
 - () No property tax identification number in available on the date of this Deed (Check box if applicable)
- 3. Property. The Property consists of the land and all the buildings and structures on the land in the Township of Boonton, County of Morris, State of New Jersey, The legal description is:

(XX) Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable).

BEING the same premises conveyed to Grantor herein by Deed of Brae Loch Associates, L.L.C. dated September 30, 1997 and recorded in the Office of the Morris County Clerk on October 8, 1997 in Deed Book 4648, Page 187.

SUBJECT to all casements, restrictions and reservations of record and such state of facts as an accurate survey may disclose.

SPECIFICALLY SUBJECT to all of the restrictions, reservations, and other provisions of a certain Affordable Housing Deed between Brae Loch Associates, L.L.C. and Grantors herein, dated September 30, 1997.

Prepared by:

SCOTT L. DECKER, ESQ.

DB4915 P039

SCHEDULE A - Item 3 (Continued) Land Description

Commitment No.: 8H-6862F

/ certain lot, ps.
/ of Marrie and State

/ known and designated se Unit ...
/ cominium, together with an undivided ...
yents as set forth in the Master Deed of salo
wary 29, 1996 in Deed Book 4323 Page 126, and
ad of said Condominium which was recorded June 11, ...
/ and Affordable Housing Plan which was recorded November ...
// CR INFORMATIONAL EURPOSES ONLY: Also known as Lot 16 C0507 in Blouan the Township of Booncof Tax Map.

The above description is drawn in accordance with a Survey Certificate made by Northwest Surveying, dated December 23, 1999.

RECEIVED IN THIS CONDITION

DR4915 P040



The street address of the Property is: 68 Brae Loch Drive, Boonton Township, New Jersey

Promises by Grantor. The Grantor promises that the Grantor has done no not 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.

Witnessed By:

T L. DECKER, ESQ.

STATE OF NEW JERSEY, COUNTY OF MORRIS

SS:

I CERTIFY that on 1/8/99 , 1/14/94

KEITH HOELER and ROBYN HOELE

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed:
- (b) executed this Deed as his or her own act; and
- (c) made this Deed for \$51,611.00 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)

RECORD AND RETURN TO:

Jeffrey Chatfield, Esq. 333 Littleton Road Parsippany, NJ 07054

> SCOTT L. DECKER Attorney at Law of New Jersey

> > COUNTY OF MORRIS

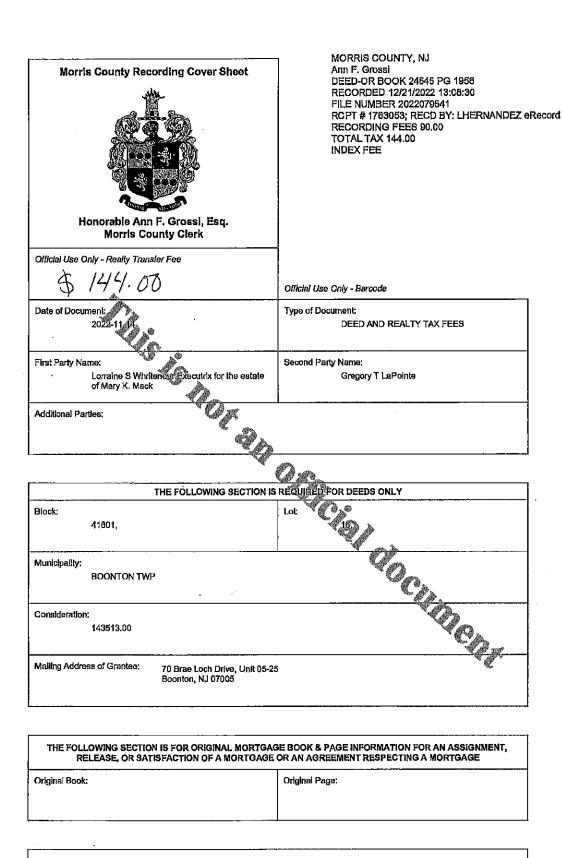
1,611.00

Bess Tax C.O

REALTY TRANSFER FEE

RECORDING FEE

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ens en-s - Accidants de Asiassan Inchidus Réfei Hang, solvest	STATE OF N APPIDAVIT OF CONSIDER (c. 49, F.)	TATION OR EXEMPTION On Committee Dire, Committee R. J. (1916)
,	PARTIAL E	
To be Recorded With D	, 60, 178, P. Reed Pursment to c. 49, P.L. 1968, as	mmended by c. 225, P.L. 1985 (N.J.B.A. 46:55-5 et seq.)//// \$73.446
· · · · · · · · · · · · · · · · · · ·	<u> </u>	POR RECORDER'S USE ONLY AS ALOO
STATE OF NEW JERSEY	<u>μ</u> ,	Consideration \$ 51,611.00
COUNTY OF MORRIS	}	Really Transfer Fee \$ 32.00 Co
	•	Date By 54.00
(I) PARTY OR LEGAL REPRE	SENTATIVE (See Imagedom #3	*Use symbol "C" to indicate that for it enclusively for county use, 3, 4 and 3 as reverse side)
Deponent, REITH HO	DELER	ticing duly swom according to his open his/her cath deposes and
CRI.	MTOR	
January 1	. 1999	
M 4 (900) 18090	nesigning see	biologia mentinet m piece see " 15
Ini No. 16 CO 507	xskd st	Drive, Township of Boonton, New Jarsey
and the state of t		1
(b) CONSTRERATION (9-c) inch	67	
Depotent since that, with refu	of in deed herein substitute, the actual in the feature of the	al amount of money and the menetary valve of any other thing of value le to the lands, benements or other realty, <u>including the tensining amount</u>
as any make represents to which the bran	rier la subject of which is to be assure	
thereon not paid, satisfied or removed	in entirection with the transfer of th	EP 22/011.00
CI FULL EXEMPTION FROM		nod and agreed to be paid by the granted and any other iten or encembrabes. It is a 3 standard transfer and the standard transfer per large and by a decirity transfer per large and by
c.49, P.L. 1968. for the following reas		
i arta - dithemo tembrio engiment presen — es∰a air		etion #7.) Mero reference to exemption symbol is test will leith.
<u> </u>		
	We	
(0 PARTIAL EXEMPTION F	BONE BER DOTE IN her	es belor apply to granton by only. ALL BOXES DI APPROPRIATE That exemption, (See Instructions 88 and 89)
(4) PARTIAN CACHELLON F		untal exemption. (See Businections #8 and #9)
PATRICIAL MICAL DE L'INCACUS PO	more than is exceed from the former	ed pontion of the Restly Transfer Peo Imposed by c. 176, P.L. 1975 for the
fellowing reason(s):	different in extraction protection on water-	ed portion of the Realt) Transfer Peo Imposed by c. 176, P.L. 1975 for the
-	•	4 M X
a) RENIOR CHIZEN (See Instruction		Owned and occupied by grantopicy is three of sale.
(Instarts) 62 year of ege or over Doe or two-family residential p	· , , , , , , , , , , , , , , , , , , ,	The state of the s
		1 He John Baners other tress about 50 offer distriction arounds on security
h) (11,6M1) (See Restruction III)	r	1 Conned and occurred by grantorial of Limb of Silb.
Counter(s) legally blind,* One or two-(amily residential p	ز	No John consers other show operato or other than Not the spi owners.
		12 · 12
PINARLED (See Instruction #8) Constants) permanently and total	fly dhabled.*	Control and occupied by Brandon(s) at these of inter
🔲 (Inc or Lea-family makkertial p	reinlana, 📮	l Mas geludully employed.
Acceiving disability payments.	L	No Joint owners other than spouse or other qualified exempt owners
on the case of Husbard and Wee, C	NEY CHE	
manion med quary. O Low and aigherate incom	Z HOUSING the Industry Six	
U.U.H of polineers additionals. [2]	, Standards.	Reserved for Occupancy.
(X) More Income Regularments of	EV	Subject to Resale Controls.
NEW CONSTRUCTION (See last	nactions #9)	. 18
Retirely sew Improvement.	L	Not proviously recupied.
The same and the same and	po ni.	One you have married that should never the time and have the be-
Siepeneni makes titls Attidavis o reportance with the provisions of c. 49	o Induce the County Clicit of Reals	or of Deeds to second the deed and accept the fee submitted between to
scopelance with the provisions of 5. 49 Subscribed and Swom to before me	1018	, ad a
No 124	110	KEITH HOELER
day of anuary	-1999 American State and	
		68 Bras Lock Brive, Township of
SCOTT L. DECKER	Address of Degreen	Management Hounton, NJ
ATTORNEY AT LAW OF NJ	FOR OFFICIAL USB ON	Y This space for use of County Clerk or Register of Deeds.
'	Instrument Number	County
	Dred Number	Book Page
,	Dred Dated	The state of the s
BANDETANT - WENDER COMPLETANCE The trees in consent first low the Charles of	YATE AFFEDAVIT, PLEASE READ 1 Salvion of Tunation in the Department	THE METRICISONS ON THE REVERSE SIZE HERRIS. I of the Treatry, he required by law, and may not be altered or emercial
rigious the appropriate or the Canadias.		
OTHURAL While copy to be related DUFF, SCATE Velium copy to be for	MAGE OF CORNEL OF CONTRACTOR OF 1 or	section are partial exemption from few (N.J.A.C. 16:14-0.12).
PRIPLICATE - Pick copy is your file	eaty.	END OF DOCUMEN
	,	- "U OL DOLLIMEN"
	DB4915 PG4	COMEN
	ARADIO LAA	6



MORRIS COUNTY RECORDING COVER SHEET

Please do not detech this page from the original document as it contains important recording information and is part of the permanent record.

WARNING: Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.

1219122 1219122

Deed

This Deed is made on NOVEMBER 14, 2022 Delivered on December 9, 2022 BETWEEN Lorraine S. Whritenour, Executrix

F	or the Estate of: Mary K. Mack	
	hose post office address is 204 Toner Road, Boontor J 07005	
	ferred to as the Grantor, ND Gregory LaPointe, single	,
wl	hose post office address is about to be 70 Brae Loch I	rive, Unit 05-25, Boonton Township, NJ 07005
re	ferred to as the Grantee.	
	ne words "Grantor" and "Grantee" shall mean all Granto	
1.	Grantor. The Grantor makes this Deed as the Perso	nal Representative of the Estate of Mary K. Mack
		who died on 3/31/2022 , late of the
	Township of Boon	on , County of Morris and
		tor herein by the surrogate of Morris County
		tor herein by the surrogate of morns County
	on <u>6/3/2022</u>	A
2.	Transfer of Ownership. The Grantor grants and co	weys (transfers ownership of) the property (called the
	"Property") described below to the Grantee. This tra	nster is made for the sum of \$143,513,00
(Thirtsen Dollars and No Cents .
		The state of the s
Th	e Grantor acknowledges receipt of this money,	
3.	Tax Map Reference. (N.J.S.A. 46:26A-8) Municipalit	y of Township of Boonton
	Block No. 41601 Lot No. 16 Qualifi	n No. C0506 Account No.
	☐ No property tax identification number is available	
4.	Property. The Property consists of the land and all ti	ne buildings and structures on the land in the
	of Boonton , County of Mor	ris and State of New Jersey. The legal description is:
		reto and made a part hereof. (Clieck box if applicable.)
B	EING the same premises conveyed to Mary K. Mack scorded December 6, 2010, in the Office of the Morris	by Deed from Diane A. Callan, dated November 23, 2010, an County Clerk in Deed Book 21683, Page 886.
π	he said Mary K. Mack departed this life March 31, 202	2, loaving Last Will and Testement filed in the Morris
C	ounty Surrogate's Court under Docket No. MRS-P-1 /hritenour on May 3, 2022.	102-2022, Letters Testamentary were issued to Lorraine 8
П	ha numar's right title and interest in this unit and the	use, sale, resale and rental of this property are subject to th
te	rms, conditions, restrictions, limitations and provisi-	ona as set forth in the Affordable Housing Agreement, date
N	ovember 14, 1995, which was filed in the Office of th 9, 1995, and also on file with the Township of Boonto	e Morris County Clerk in Book 4293 Page 261 on Novembe
F	repared by:	(For Recorder's Use Only)
Ē	Bernard P. Bacchette, Esq.	(4 of sectoral B One Only)
	homan All Carletta	
7	1 1 many of proming	

106 - Deed - Exec. or Admin. Cov. as to Grantor's Acts - Ind. or Corp. - Plain Language Rev. 9/16 PS/18



EXHIBIT A LEGAL DESCRIPTION

Issuing Office File No. 8T-23989

ALL that certain condominium unit, situate, lying and being in the Township of Boonton, in the County of Morris, State of New Jersey:

BEING KNOWN AND DESIGNATED AS Unit No. 05-25, altuated in Brae Loch Condominium, a condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 0.8695% interest in the General Common elements of said condominium appurtenant to the aforesaid unit in accordance with and subject to the tarms, conditione, covenants, restrictions, reservations easements, lien as for assessments, and other provisions as set forth in the current Master Deed of Brae Loch Condominium, dated December 21, 1995, recorded Januery 29, 1996, in the Office of the Morris Clerk/Register in Deed Book 4323, Page 126 as same may now or hereafter be lawfully amended.

FOR INFORMATION PURPOSES ONLY: BEING known as 70 Brae Loch Drive, Unit 05-25, Boonton Twp, NJ 07005. Tax Lot 16 Qualifier C0506 in Tax Block 41601 on the Official Tax Mep of the Township of Boonton, Morris County, State of New Jersey

TIMALI 1 AX Mep of the

GIT/REP-3 (2-21) (Print or Type)

State of New Jersey Seller's Residency Certification/Exemption

Selle	r's Informatio	n			111/2111/2111/21111/2111111111111111111	The Mark State of the State of
Name(s) Lorraine	S. Whritenour, Exec	cutrix for the Est	tate of Mary K. Mack		((* 5 - 1 - 1/2 - 1-2 (· · · · · · · · · · · · · · · · · ·	
	reet Address 197 Road					
	Post Office		(-) y - (10)	State		ZIP Code
Boontor	1				NJ	07005
Prope	erty Informati	on				
41601			Loi(s)		C0506	Qualifier
Street Add		Ar		· -		and the state of t
	Loch Drive, Unit 05- Post Office	<u> 20</u>	-	Siate		ZIP Code
Boontor	Township				NJ	07005
Seller's Pe 100	rcentage of Ownership	À	Total Consideration \$143,513.00		Share of Consideration	Closing Date
Seller'	s Assurances (Cl	neck the App	propriate Box) (Boxes 2 thr	\$143,5° ough 16 apply to	Residents an	d Nonresidents)
2	The real property so Seller is a mortgago additional considera Seller, transferor, or Jersey, the Federal I Association, or a prix Seller is not an indiv The total consideration. The gain from the sea APPLICABLE SECT file a New Jersey Inc Seller did not receive The real property is I decedent's estate in The real property be proceeds from the sea The deed is dated property from the sea The real property is I code section 1041. The property transfer	Id or transferred or conveying the ration. It conveying the ration. It conveying the rational Mortgage wate mortgage in idual, estate, or for the properties is not recognitione Tax return to mon-like kind particles and the mortgale and the mortgaler to August 1, 20 being transferred lier and then sellibeting transferred in a cemeter med is a cemeter med is a cemeter med is a cemeter.	trust and is not required to make ar rty is \$1,000 or less so the seller is zed for federal income tax purpose rated section does not ultimately ap for the year of the sale and report to reperty. If by an executor or administrator of it the provisions of the decedent's w ct to a short sale instituted by the m gages will receive all proceeds pay 2004, and was not previously record if under a relocation company trans- is the house to a third party buyer for the between spouses or incident to a	esidence as defined in in foreclosure or in a tates of America, an a can Mortgage Corporate estimated Gross Included Transaction and the recognized gain. If a decedent to a deviation the recognized gain. If a decedent to a deviation of the intestate law cortgagee, whereby thing off an agreed and ded. If a corporate a trustee or the same price, divorce decree or pro-	transfer in lieu of for agency or authority ration, the Government Tax payment. an estimated income section 721, 1031, the seller acknowless of this State. The seller agreed not built of the mortgage of the relocation comperty settlement agreed perty settlement agreed	tion 121. preclosure with no of the State of New tent National Mortgage the Tax payment. or 1033 (CIRCLE THE edges the obligation to distribution of the to receive any e. company buys the reement under 26 U.S.
15.	The seller is a retiren	nent trust that re not required to	ceived an acknowledgment letter fr make the estimated Gross Income	om the Internal Reve Tax payment.	nue Service that the	seller is a retirement
16. 🔲	The seller (and/or sp	ouse/civil union ; now selling the	partner) originally purchased the pr property as a result of being deploy	operty while a resider	nt of New Jersey as alde of New Jersey.	a member of the U.S. (Only check this box if
	's Declaration		, , , , , , , , , , , , , , , , , , , ,	A A A A A A A A A A A A A A A A A A A		
iny false and, to the	statement contained h e best of my knowledg	erein may be pu re and belief, it is	on and its contents may be disclos- inished by fine, imprisonment, or bus strue, correct and complete. By che or is being recorded simultaneously	oth. I furthermore deci	iare that I have exam certify that a Power	mined this declaration of Afforney to repre-
	11/14/02	<u> 70</u>		Lorraine S, Whri	tenour, Executrix	
	/ Date	•	Signature (Seller)	Indicate if Power of	of Attorney or Attorn	ey in Fact
	Date		Signature (Seller)	Indicate if Devue	of Attorney or Attorn	ou in Cont

MUSY SUBMIT IN DUPLICATE NO.1845 - Affidavit of Consideration RTF-1 (Rev. 94222) P6422 AFFIDAVIT O	STATE OF NEW : F CONSIDERAT		Printed by ALL-STATE LEGAL® www.ssiegal.com 800.222,0510 Page 1
(Chapter 49, P.L. 1968,	as amended through Cha	pter 89, P.L. 2006) (N.I.S.A.,	48:15-5 et son.)
BEFORE COMPLETING THIS AFFIDAVI	<u>, please road the</u>	INSTRUCTIONS ON THE	REVERSE SIDE OF THIS FORM.
county morris ss. c	ounty Municipal Code 1402	Consideration \$/4/	corder's use only 3, \$73,00
Municipality of Property Location: Boonton T		RTF paid by seller \$ Data $\frac{12-2}{2}$	144.00 t
(1) PARTY OR LEGAL REPRESENTATIVE (A	utructions 8 and 1 allact	† Use symbol "C" to ind/cat had)	te that fee is exclusively for county use.
Deponent, Lorraine S. Whritenour, E.	xecutrix being	duly sworn according to l	aw,upon his/her oath, deposes
(Name) and says that he/she is the	Grantor	in a deed dated 🗸	VOVEMBER 14 2022
(Grantor, Legal Representative, Cor	corate Officer, Diricar of	Into Company Landing Insi	titution, etc.)
transferring real property identified as Block No. 70 Brae Loch Drive, Boonton Township, N.	41601	, tot No	16 00596 . located at and annexed thereto,
(Street	et Address, Town)	······································	And astroned High one
(2) CONSIDERATION: \$143,513.00	_ (Instructions 1 and 5)	no prior mortgage to v	vhich property is subject.
(8) Property transferred is Class 4A 4B 4C. If	property transferred is	Class 4A, calculation in Sec	tion SA below is required.
(circle one) (SA) REQUIRED CALCULATION OF EQUAL)	ZED VALUATION F	OR ALL CLASS 4A (CO	MMERCIAL) PROPERTY
TRANSACTIONS: (Instructions 5A and 7)			
Total Assessed Valuation + D	irector's Katio = Elqi	salized Assessed Volunti % = \$	on
If Director's Ratio is less than 100%, the equalized	valuation will be an ar	nount preater than the ass	 respect value. If Director's Ratio is equal
to or in excess of 100%, the assessed value will be e	qual to the equalized v	valuation.	
(4) FULL EXEMPTION FROM FEE (Instruction	r 8) ·		
Deponent states that this deed transaction is fully C. 66, P.L. 2004, for the following reason(s). More	exempt from the Real	ity Transfer Fee Imposed	by C. 49, P.L. 1968, as amended through
	TO SET STILLS FOR MILE DESCRIPTION	betour plumor to memoring	E Expan; in detail,
(5) PARTIAL EXEMPTION FROM FEE; (Instru	ction V) NOTE: All boxes	below apply to granter(e) on	ly. ALL BOXES IN APPROPRIATE
CATEGORY MUST BE CHECKED. Failure to do so w	ill void claim for partial exc	mntfon.	
Deponent claims that this deed transaction is exemapplicable, imposed by C. 176, P.L. 1976; C. 118, P.	ipt from State portions T. 2004 and Coss 19 T.	of the Basic, Supplement	al and General Purpose Fees, as
7,1		HENCATON (VIII TOROWING TE	abouto).
A. SENIOR CITIZEN Grantor(s) [62 y	ears of age or over 🦅	(nativitation 9)	
B. BLIND PERSON Grantor(s) legs	illy blind or: *	sabled 📋 receiving displ	
DISABLED PERSON Grantor(a) per	nanently and totally d: grinfully employed *	isabled receiving displ	oility payments
Senior citizens, blind persons, or disabled pers	ons must also meet all	of the following criteria	
Owned and occupied by grantor(s) at time One or two-family residential premises	of sale Re	sident of State of New Jer mers as joint tenants mus	Bey tall malify
*IN CASE OF HUSBAND AND WIFE, PAR	TNERS IN A CIVIL	UNION COUPLE, ONE	
GRANTOR NEED QUALIFY IF TENANTS	BY THE ENTIRETY	. Q.d	y'
C. LOW AND MODERATE INCOME HOUSIN X Affordable seconding to HIID standards	G (Instruction 9) IF AF	PLIES ALL BOXES MUST.	BICCHECKED
X Maets income requirements of region		o ressis controls	
(6) NEW CONSTRUCTION (Instructions 2, 10 and	(9) IF APPLIES ALL B	OXES MUST BE CHECKE	on the second
Entirely new improvement	Not previously		
Not previously used for any purpose (7) RELATED LEGAL ENTITIES TO LEGAL E	NTTTIES (Instruction)	E te and 111 TV ADDITED	at top of the first page of the deed
NO DITOP MOPTERS & SERVINGE OF to which m	operty la mibiect at th	ne of sala	ALLI BOXES FIGHT DECERTORS
No contributions to capital by either grant No stock or money exchanged by or between	or or grantee legal ent en ersetor or eventee	ity Jeon Lintition	•
(B) INTERCOMPANY TRANSFER (Instructions I	5) IF APPLIES ALL BO	XES MUST BE CHECKE	0
Intercompany transfer between combined Combined group NU ID number (Require	group members as par	rt of the unitary business	
(9) Deponent makes this Affidavit to induce the Cou		of Deadu to yeared the de-	ad and assent the free miles the 2
herewith in accordance with the provisions of Chap	ar 49, P.L. 1968, as an	ended through Chapter 8	a, P.L. 2008.
111 - 111	<u>Ornaine 36</u>	hittinam Lorri	ilne S. Whritenour, Executrix
the // 77 day	Signature of De	•	Grantor Nume
	04 Toner Road conton, NJ 07005		foner Road Iton, NJ 07005
	Deponent Add		Grantor Address at Time of Sale
BERUARD P. BACHETTA	, xxx-xx-x 0	1 4 🗴	implicity Title
A N. J. Motory Public ATTORNEY AT LAW	Lest 3 digits in Grantor	's Soc. Sec. No.	Name/Company of Settlement Officer
County recording officers shall forward one copy of each RTF-1 form when section 3A is completed to: State of	Instrument Number	2) 2) FOR OFFICIAL	
New Jersey, P.O. Box 261, Trenten, NJ 08695-0251, Attention: Reality Transfer Fee Unit	Deed Number	B	ounty 1/10 (Y) 5 ook 24545 Page 1954
	Deed Dated _//~/		ate Recorded 12-21-22
The Director of the Division of Toxation in the Departmen without prior approval of the Director. For information or	at of the Treasury has pro the Roulty Treasfer Foo	escribed this form as required or to print a copy of this Affi	by law and may not be altered or amended days, visit the Division of Taxation website
EL! WWY	v.elato.nj.us/treasury/tax	ation/ipt/localiax.htm	
NC1645 - Affidavit of Consideration for Use by Seller Extended and Baseline Took to be recorded with Used		P	risted by ALL-STATE LEGALS

The above premises are sold subject to essements survey would reveal and the Zoning Ordinance of t	and restrictions of record, such state of facts as an accurate he Township of Boonton.
This Deed is delivered onDECEMBER _ 9	<u>7,</u> ₂₀₂₂
The street address of the property is: 70 Brae Loch	Drive, Unit 05-25, Boonton Township, NJ 07005
promise is called a "covenant as to grantor's acts"	nat the Grantor has done no act to encumber the Property. This (N.J.S.A. 46:4-6). This promise means that the Grantor has not ch affect the Property (such as by making a mortgage or allowing
 Signatures. The Grantor signs this Deed as of the corporation, this Deed is signed and attested to by (Print name below each signature.) 	he date at the top of the first page. If the Grantor is a y its proper corporate officers and its corporate seal is affixed.
Witnessed or Attested by Secretary BERNARD P. BACKETTA	Corraine S. Whitenam (Seal)
MANUAL LANGE	(Seal)
	(Seal)
STATE OF NEW JERSEY, COUNTY OF I CERTIFY that on NOV. 14, 2022	<u>Morris</u> ss:
Lorraine S. Whritenour, Executrix for the Estate of	of Mary K. Mack
personally came before me and stated to my satisfaction	on that this person (or if more than one, each person):
(a) was the maker of this Deed;	
(b) executed this Deed in his or her capacity as pe	rsonal representative of the deceased owner; and
(c) made this Deed for \$ 143,513.00 the transfer of title. (Such consideration is def	as the full and actual consideration paid or to be paid for fined in N.J.S.A. 46:15-5.)
	Mary and March All
	Beryard P. Bacchetta/Atto/ney-at-Law
	State of New Jersey
	Print name and title below signature
STATE OF NEW JERSEY, COUNTY OF I CERTIFY that on	SS:
paragraphy same hosens are and stated to accept the the	
personally came before me and stated to my satisfaction (a) was the maker of the attached Deed:	n was tins person (or it more than one, each person):
Man reference on their and conference wing Discretize	the entity named in this Deed;
	as the full and actual consideration paid or to be paid for
	or her capacity as personal representative of the deceased owner.
RECORD AND RETURN TO: Simplicity Title	

105 - Deed - Exec. or Admin. Cov. as to Granton's Acts - Ind. or Corp. - Plain Language Rev. 3/16 P3/18 Print name and title below signature

70 Grove Street Somerville, NJ 08876 Prepared By: ANTHONY J. SPOSARO, ESQ.

DEED

MORRIS COUNTY, MJ
ANN F.GROSSI, COUNTY CLERK
DEED-OR BOOK 22965 PG 773
RECORDED 08/16/2016 11:02:47
FILE NUMBER 2016050215
RCPT *: 1183157; RECD BY: ABedkowsk!
RECORDING FEES \$80.00
TOTAL TAX \$61.00

This Deed is made on July 14, 2006

BETWEEN:

MICHAEL ALESHEVICH

residing at 72 Brae Loch Drive, Boonton, NJ 07005 referred to as the Grantor

AND:

DOROTHY ROWENS, single

about to be residing at 72 Brae Loch Drive, Boonton, NJ 07005 referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

TRANSFER OF OWNERSHIP. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of SIXTY THOUSAND SEVEN HUNDRED EIGHTY SIX (\$60,786.00) DOLLARS.

The Grantor acknowledges receipt of this money

TAX MAP REFERENCE. (N.J.S.A. 46:15-1.1) Municipality of Boonton Township Portion of Block 41601, Lot 16 C0505 commonly known as 72 Brae Loch Drive, Boonton, NJ 07005.

PROPERTY. The property consists of the land and all the buildings and structures on the land located in the Township of Boonton, County of Morris, and State of New Jersey. The legal description is:

See Schedule A attached hereto and made a part hereof.

BEING THE SAME PREMISES conveyed to the Grantor herein by Affordable Housing Deed from Brae Loch Associates, LLC dated September 11, 1997 and recorded September 30, 1997 in the Morris County Clerk's Office in Deed Book 4643 Page 292.

Subject to easements, covenants, restrictions, agreements and other matters of record and such state of facts as an accurate survey and inspection may reveal.

By execution of this Affordable Housing Deed, Grantee, its heirs, successors and assigns, does hereby accept delivery of this Affordable Housing Deed according to terms provided herein and does irrevocably name, constitute, appoint and confirm Grantor, its successors and



OLD REPUBLIC TITLE

SCHEDULE A (Continued) LEGAL DESCRIPTION

File No. ORT-12181

ALL that certain lot, percel or tract of land, situate and lying in the Township of Boonton, County of Morris, State of New Jersey, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED AS Unit 05-24, Building No. 5 in "Brae Loch Condominium," together with an undivided 0.8695 percentage interest in and to the common elements appurtanant thereto, in accordance with, and subject to the terms, conditions, provisions, covenants, restrictions, easements, and other matters contained in the Master Deed for said Brae Loch Condominium, which Master Deed was dated December 21, 1995, and recorded on January 29, 1995 in the Cierk's Office of the County of Morris, in Book 4323, Page 125, as amended in Book 21458 page 1480; as amended in Book 21458 page 1480; as amendment to Master Deed in Book 4761 page 83, as the same may hereafter be lawfully amended.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 16 in Block 41601 on the Township of Boonton Tex Map.

THE OWNER*S RIGHT, TITLE AND INTEREST IN THIS UNIT AND THE SALE, USE, RESALE AND RENTAL OF THIS PROPERTY ARE SUBJECT TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND PROVISIONS AS SED FORTH IN THE AFFORDABLE HOUSING AGREEMENT DATED NOVEMBER 29, 1995, WHICH WAS TITED IN THE OFFICE OF THE MORRIS COUNTY CLERK IN BOOK 4393 AT PAGE 261 ON JANUARY 29, 1996, AND IS ALSO ON FILE WITH THE TOWNSHIP.

NJRB 3-08 Effective; 02/15/07 Revised; 09/10/07 ORT Form 4311 ANJ Schedule A ALTA Plain Language Tille Insurance Commitment Adopted 06/17/06



State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION				
Name(s)				
MICHAEL ALESHEVICH		•		
Current Street Address	•			
41 Twin Brooks Trail		-		
City, Town, Post Office Box		. State	Zip Code	
Chester	Name of the last o	NJ	· 07930	
PROPERTY INFORMATION				
Black(s)	. Lot(s)		ualifier	
Portion of 41601 Street Address	16	C0505	,	
.72 Brae Loch Drive			4	
City, Town, Post Office Box Boonton		State NJ	Zip Code	
Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	07005	
100%	\$60.786.00	\$60 766 nn	. Closing Date 7/2/ //6	
SELLER'S ASSURANCES (CI	neck the Appropriate Box) (Boxe	s 2 through 14 apply to Residen	s and Noncopidents	
will file a resident gross incorproperty. 2. The real property sold or tr	or (Individual, estate, or trust) of the State come tax return, and will pay any applications and applications and applications and applications and applications are proportions.	te of New Jersey pursuant to the New able taxes on any gain or income from	Jersey Gross Income Tax Act, the disposition of this	
additional consideration. 4. Seller, transferor, or transferor, by Jersey, the Federal National	eree is an agency or authority of the Unal Mortgage Association, the Federal Proority age Insurance company.	gagee in foreclosure of in a transfer in	lleu of foreclosure with no	
5. Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment. 6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment. 7. The gain from the sele is not recognized for federal income tax payment.				
THE APPLICABLE SECTION Obligation to file a New Jers Seller did not receive non-life The real property is being to	ON). If the indicated section does not up the section or administration or administration or administration.	rposes under 26 U.S. Code section 72 itimately apply to this transaction, the second and report the tecognized gain.	1, 1031, or 1033 (CIRCLE seller acknowledges the	
decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State. 9. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the nortgage.				
10. The deed is dated prior to A	August 1, 2004, and was not previously	recorded	orgage.	
 The real property is being to property from the seller and 	ransferred under a relocation company then sells the house to a third party bu	transaction where a trustee of the reloc lyer for the same price.	•	
13. The property transferred is	ransferred between spouses or incident		•	
settlement sheet.	et proceeds from the sale. Net proceed	s from the sale means the net amount	due to the seller on the	
SELLER'S DECLARATION				
The undersigned understands that this statement contained herein may be purely knowledge and belief, it is true, or	is declaration and its contents may be disclo- unished by fine, imprisonment, or both, it fur prect and complete. By checking this box it ded simultaneously with the deed to which the	memore declare that I have examined this	of Taxation and that any false declaration and, to the best of sent the seller(s) has been	
TULY 14 20	16 91	V. Co College Signature		
	(Sei	ler) Please Indicate if Power of Attorney or Attorney	ey in Fact	
. Date	(Sel	Signature ler) Please indicate if Power of Attorney or Attorne	ey in Fact	

RTF-1 (Rav. 7714/10)	
NUST BUBBLIT IN CUPLICATE STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER (Chapter 49, P.L.1988, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46;15-5 et seq.)	
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.	
STATE OF NEW JERSEY FOR RECORDER'S USE ONLY Consideration S. County Municipal Code RTE make the college.	
COUNTY OF MOICHS 1402 Date State By ACIS	
MUNICIPALITY OF PROPERTY LOCATION Boonton Township "Use symbol "C" to Indicate that see is exclusively for ocurby	uso.
(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side) Departed. MICHAEL ALESHEVICH before duly programme according to low upon blockers.	
Name)	oath,
deposes and says that he/she is the Grantor in a deed dated (Grantor, Legal Representative, Corporate Officer of Title Company, Landing institution, etc.) transferring	
real property identified as Block number Portion of Block 41601 Lot number 16 C0508 focated at 72 Brae Loch Drive, Boonton Township, Morris County, New Jersey	
(Street Address, Town) and gnnexed the	ereto,
(2) CONSIDERATION \$ 80,786.00 (Instructions #1 and #5 on reverse side) ho 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.	
(\$A)REQUIRED CALGULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS (See Instructions #5A prior #7 on reverse side)	ì
Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation	
% = \$ If Director's Ratio is less then 100%, the equalized valuation will be an emount greater than the assessed value, if Director's Ratio is equal to or in exceptions, the assessed value will be aqual to up a qualized valuation.	ess of
(4) FULL EXEMPTION FROM FEE (See Installation #8 on reverse side) Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee Imposed by C. 49, P.L. 1988, as amended the	ninib
C. 66, P.L. 2004, for the following reason(s), Mater reference to exemption symbol is insufficient. Explain in detail.	vogn
(6) PARTIAL EXEMPTION FROM FEE (Instruction #9 on 100 Page 5 side)	
NOTE: All boxes below apply to grantor(s) only. ALL BOXESTA APPROPRIATE CATEGORY MUST BE CHECKED. Fallure to do s void claim for partial exemption. Deponent claims that this deat transaction is exempt from State portions of the Basic, Supplemental General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975 C. 13, P.L. 2004, and C. 86, P.L. 2004 for the following reason(s)	o wiii , and
A. SENIOR CITIZEN Grantor(s) 162 years of age or over. * Instruction #9 on reverse side for A or B) B. BLIND PERSON Grantor(s) 162 years of age or over. * Instruction #9 on reverse side for A or B) ClisableD PERSON Grantor(s) 162 years of age or over. * Instruction #9 on reverse side for A or B) DISABLED PERSON Grantor(s) 162 years of age or over. * Instruction #9 on reverse side for A or B) DISABLED PERSON Grantor(s) 162 years of age or over. * Instruction #9 on reverse side for A or B)	-
	xi"
Senior citizans, blind persons, or disabled persons must also meet all of the following criteria: Dwned and occupied by grantor(s) at time of salo. Done or two-family residential premises. Owners as joint tenants must all qualify.	
I'M CASE OF HUBBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY (CTENASTIO BY THE ENTIRETY.	
C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) **Elaffordable according to H.U.D. standards,	
(8) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)	
Not previously used for any purpose. Not previously used for any purpose. New CONSTRUCTION* printed clearly at top of first page of the deed.	
L. No prior mortiage assumed or to which property is subject at time of cale	MA ALAE
No contributions to capital by elitier grantor or grantee legal entity. No stock or money exchanged by or between grantor or grantee legal entities.	
(6) Deponent makes this Affidavit to induce county clerk or register of deed to record the deed and accept the fee submitted herewisecondence with the provisions of Chapter 49, P.L. 1988, as appended the pupil chapter 39, P.L. 2008.	th in
Subscribed and sworn to before me this and ay of July 2016 Signature of Deponent Grantor Name	
72 Brase Looh Drive 72 Brase Loch Drive Boonton, NJ 07005 Boonton, NJ 07005	
DODATOLI, NO UYOUS COOLITION, NO UYOUS	
Deponent Address Grantor Address at Time of Sale	-, -
Thomas of Law Food bing digits in Granton's Social Security Number Name/Company of Selliement Of	licer
2016 A FOR DEFICIAL USE ONLY A CONTROL OF THE CONTR]
Institution Number County County Deed Number Book Page Page Deed Date Recorded Date Recorded	
County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY	,
PO BOX 251 TRENTON, NJ 98595-0251	
ATTENTION: REALTY TRANSFER FEE UNIT The Director of the Division of Texation in the Department of the Trensury has prescribed this form as required by law, and may not be altered or amend without prior approval of the Director. For information on the Realty Transfer Fee or to print a capty of this Africavit, will the Division of Texation website a work.atsto.ntj.us/treasury/lexation/ip/filecation.ch.im	ed at:
and the state of t	

Book22965/Page776

asigns, as attorney-in-fact as provided in this Affordable Housing Deed and Section 10 of the Master Deed. 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). Witnessed by: OF SU STATE OF NEW JERSEY, COUNTY OF I CERTIFY that on MICHAEL ALESHEVICH. 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 \$60,786.00 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.) ANTHONY J. SPOSARO

An Attorney At Law of New Jersey

Record and Return to:

Bernard P. Bacchetta, Esa. 821 Main Street Boonton, NJ 07005

DEED

MORRIS COUNTY, NJ ANN F.GROSSI: COUNTY CLERK
DEED-OR BOOK 22548 PG 2003
RECORDED 06/23/2014 09:14:52
FILE NUMBER 2014031022
RCPT 4: 971936; RECO BY: NJackson

Preparedually FEES \$70.00

JOHNA. BILHEIMER

Attorney at Law of New Jersey

This Deed is made on May 8, 2014

delivered on June 12,2014

BETWEEN

JORGE L. GA VIS and DINEL GALVIS, husband & wife

whose address is 74 Brae Loch Drive Boonton, NJ, 07005

referred to as the Grantor

AND

DOE STA CAITLIN FARRELL, unmarried

whose post office address is about to be: 74 Brae Loch Drive, Boonton, NJ 07005

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of ONE HUNDRED THIRTY NINE THOUSAND THREE HUNDRED EIGHTEEN and 00/100 (\$139,318.00) dollars. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Boonton Block No. 41601 Lot No. 16 Qual C0504 Account No.

No property tax identification number is available on the date of this deed.

Property. The property consists of the land and all the buildings and structures on the land in the Township of Boonton County of Morris and the State of New Jersey. The legal description is:

See legal description attached hereto and made a part hereof.

BEING the same property conveyed to Grantor(s) by deed from Joseph R. Pizzolato and Jacqueline Pizzolato (formerly known as Jacqueline Marone), husband and wife, dated: 12/29/1999, recorded 1/7/2000, in the Recording Office of the County of Morris in Deed Book 5117 and Page 4.

The owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT dated November 29, 1995, which was filed in the Office of the Morris County Clerk in Book 4393 at Page 261 on January 29, 1996, and is also on file with the Township.

Allied Title, LLC 3 Laurel Drive, Flanders, NJ 07836 973-927-9500 fax 973-927-6756 Agent for

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A-4

File No. 16396NJ14

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Boonton, County of Morris, State of New Jersey more particularly described as:

Unit 05-23 in Building 5 situated in Brae Loch Condominium, a condominium, together with an undivided percentage interest of .869 in the common elements thereof (referred to in this Deed as the "Unit"), as set forth fully and subject to the terms and provisions of the Master Deed dated December 21, 1995 and recorded January 29, 1996 in Deed Book 4323 Page 126 in the Morris County Clerk's Office.

NOTE (for informational purposes only): Tax Block 41601, Tax Lot 16, Qualifier C0504, Township of Boonton, County of Morris.

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

GIT/REP-3 (5-12)

(Please Print or Type

(Flugge Fills of Type)			Waller Street Control of the Landson Control
SELLER(S) INFORMATION (See	nstructions, Page 2)		
Names(s)			
JORGE L. GALVIS AND DINEL	GALVIS, HUSBAND & WIFE		
Current Resident Address:		······································	
Street: 6306 BANNON CROSSINGS D	RNE		
City, Town, Post Office		Slate	Zip Code
LOUISVILLE		KY	40218
PROPERTY INFORMATION (Byle	Property Description)		a partie a recognistic de la company de la c
Block(s)	Lol(s)		Quellier
41601	16		C0504
Street Address:			
74 BRAE LOCH DRIVE			
City, Town, Post Office	- Za	State	Zip Code
BOONTON	<u>'W' </u>	ПN	07005
Seller's Percentage of Ownership	Consideration	8	osing Date
100%	\$139,318.00	-	12 2014
Bud-violati	he Appropriate Box) (Boxes 2 thr		
I em a resident texpayer (indivi- resident gross income tex retur	dual, estate, or trust) of the State of New n end pay any epplicable taxes on eny g	Jersey pursuant to N.J.S.A. 54 ein or income from the disposit	A:1-1 et seq. and will file a lon of this property.
The real property being sold or lederal internal Revenue Code	transferred is used exclusively as my pr of 1986, 26 U.S.C. s. 121.	incipal residence within the mea	aning of section 121 of the
 I am a mortgager conveying the additional consideration. 	e mortgaged property to a mortgagee in	foreclosure or in a transfer in like	or of foreclosure with no
	is an agoncy or authority of the United S ortgage Association, the Federal Home L age Insurance company.		
•	ie or trust and as such not required to m		
 The total consideration for the pursuant to N.J.S.A. 54A:5-1-1 	property is \$1,000 or less and as such, i et seq.	he seller is not required to make	en estimated payment
plot, (CIRCLE THE APPLICAB	be recognized for Federal Income tax pu ILE SECTION). If such section does not sey income tax return for the year of the	ultimately apply to this transac	1 1031, 1033 or is a cemetery tion, the seller acknowledges
No non-like kind property recei	ved.		Mar.
	ninistrator of a decedent to a devisee or i dent's will or the intestate laws of this sta		decedent's astate in accordance
	ect to a short sele instituted by the mort; mortgages will receive all proceeds pay		
 The deed being recorded is a currecorded. 	leed dated prior to the effective date of E	P.L. 2004, c. 55 (August 1, 2004), and was previously
SELLER(S) DECLARATION	en de l'année de l'étaire de la faction de la faire de la faction de la	ng thur the top goe offer to the property of the property of the grant of the property of the	and the second s
The undersigned understands that this decistatement contained herein could be punish knowledge and belief, it is true, correct and	aration and its contonts may be disclosed or judd by fine, imprisonment, or both. I furtherm complete. By checking this box D I certify by with the dead to which this form is attached	provided to the New Jorsey Division are declare that I have examined the that the Power of Attorney to repres	is declaration and, to the best of my
5/8/14	- On 90 4	Salve	
5/8/14	(Senor, Apr	All Signistrule asomercals if Eovier of Attornoy or Attor	ney lo Fact
Date	(Sellor) Pio	Signature aso Indicate If Power of Atlemay or Atle	nov in Fact

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 logal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

STATE OF KENTUCKY COUNTY OF JEFRYSON

I CERTIFY dust on May 8th, 2014

JORGE L. GALVIS personally came before me and acknowledged under eath, to my satisfaction, that this person (or if there than one, each person);

(a) is named in and personally signed this Deed;

(b) signed, scaled and delivered this Deed as his or her sot and deed; and

(c) made this Deed for \$139,318.00

as the full and actual consideration paid or to be paid for the transfer of title.

(Such consideration is defined in No.S.A. 46:15-5.)

ary Public of Kentucky commission expires 3/13/2015

STATE OF KENTUCKY COUNTY OF JELLE 1304

ICERTIFY that on May 87, 2014

DINEL GALVIS personally came before me and acknowledged under oath, to my saits faction, that this person (or if more than one, each person):

(a) is named in and personally signed this Deed;

(b) signed, scaled and delivered this Dood as his or her act and deed; and

(c) made this Deed for: \$139,318.00

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.)

Bessie A. Lurry Notary Public of Kentucky

My commission expires 3/13/2015

RECORD AND RETURN TO:

KRISTEN KLICS, ESQ. c/o Fein, Such, Kahn & Shepard, PC 7 Century Drive, Suite 201 Parsippany, NJ 07054

ALICE B. F366-2

n	\mathbf{T}		n
U	\mathbf{L}	Γ_{J}	IJ

This Deed is made on March 18 2015

Prepared By:

Markotomen

Alice Bartholomew, Real Estate Paralegal

BETWEEN

JASON MOORHOUSE AND ELIZABETH MOORHOUSE, husband and wife

whose post office address is 76 Brae Loch Drive, Unit 05-22, Boonton, New Jersey 07005 referred to as the Grantor,

AND

IRENE MAZZOI A

whose post office address is about to be 76 Brae Loch Drive, Unit 05-22, Boonton, New Jersey 07005

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

- 1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of NINETY EIGHT THOUSAND ONE HUNDRED EIGHTY ONE AND NO/100THS— (\$98,181.00) DOLLARS—
 The Grantor acknowledges receipt of this money.
- 2. Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality BOONTON Block No. 41601 Lot No. 16 Qualifier No. CO503 Account No.
- No property tax identification number is available on the date of this Deed (Check Box if Applicable.)
- 3. Property. The Property consists of the land and all the buildings and structures on the land in the TOWNSHIP of BOONTON , County of MORRIS and State of New Jersey. The legal description is:
- X Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING the same premises conveyed to Jason Moorhouse, unmarried, by Deed from John Joseph Spagnola, as Executor of the Estate of Ralph Spagnola, datedJune 29, 2011, and recorded on July 7, 2011, in the Morris County Clerk's Office in Deed Book 21821, page 300.

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 and conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT dated November 29, 1995, which was filed in the Office of the County Clerk in Book 4393 at page 261, on January 29, 1996, and is also on file with the Township.

The street address of the Property is: 76 Brae Loch Drive, Unit 05-22, Boonton Twp., NJ 07005

- 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)

Witnessed By:		
alu Barikolomen		Jason Moorhouse (Seal)
alw Baritolonen		Elizabeth Moorhouse (Seal)
STATE OF NEW JERSEY COUNTY OF MORRIS	SS.	
I CERTIFY that on MARCH	, 2015	

JASON MOORHOUSE AND ELIZABETH MOORHOUSE, husband and wife

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) executed this Deed as his or her own act; and,
- (c) made this Deed for \$98,181.00 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.)

ALICE BARTHOLOMEN

A Notary Public of New Jersoy

My Commission Expires O

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (Continued)

File No. MS-87355 OR

LEGAL DESCRIPTION

All that certain lot, parcel or tract of land, situate and lying in the Township of Boonton, County of Morris and State of New Jersey being more particularly described as follows:

KNOWN AND DESIGNATED AS Unit 05-22, situated in Brae Loch, A Condominium, together with an undivided 0.8695 percentage interest in the Common Elements appurtenant thereto, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions and other provisions of the Master Deed of Brae Loch Condominium dated December 21, 1995 and recorded on January 29, 1996 in the Morris County Clerk's/Register's Office, in Deed Book 4323 Page 126; First Amendment dated May 12, 1998 and recorded June 11, 1998 in Deed Book 4781 Page 33, and Amendment dated August 4, 1999 and recorded August 18, 1999 in Deed Book 5037 Page 117 and following, and any amendments or supplements subsequent thereto.

FOR INFORMATIONAL PURPOSES ONLY. Also known as Lot 16 C0503 in Block 41601 on the Township of Boonton Tax Map.

FOR INFORMATIONAL PURPOSES ONLY: BEING COMMONLY KNOWN AS 76 Brae Loch Drive, Unit 05-22, Boonton, NJ 07005

ORT Form 4308 NJ NJRB 3-07 Effective: 02/15/07 Revised: 09/10/07 AŁTA Title Insurance Commitment Adopted 06/17/06



State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3 (5-12)

(C.55, P.L. 2004)

(Please Print or Type)			
SELLER(S) INFORMATION (See Ins	tructions, Page 2)		P
Names(s)			
JASON MOORHOUSE AND ELIZA	ABETH MOORHOUSE		
Current Resident Address:			
Street: 945 WOOTTON STREET			
City, Town, Post Office		State	Zlp Code
BOONTON		NJ	07005
PROPERTY INFORMATION (Brief P			
Block(s) 41601	Lot(s) ▶ 16		Qualifler 20503
Street Address:	, 10		70303
76 BRAE LOCH DRIVE, UNIT 05-22			,
City, Town, Post Office		State	Zip Code 07005
BOONTON Seller's Percentage of Ownership	Consideration	NJ Clo	sing Date
100%	\$98,181.00		ป็นข้าม6
SELLER ASSURANCES (Check the		ah 10 apply to Residents	and Non-residents)
1. I am a resident taxpayer (Individua	al, estate, or trust) of the State of New Je and pay any applicable taxes on any gain	rsey pursuant to N.J.S.A. 54/	\:1-1 et seq. and will file a
	nsferred is used exclusively as my princi		
	nortgaged property to a mortgagee in lore	eclosure or in a transfer in lieu	u of foreclosure with no
 Seller, transferor or transferee is a Jersey, the Federal National Morto Association, or a private mortgage 	n agency or authority of the United State page Association, the Federal Home Loar insurance company.	s of America, an agency or a n Mortgage Corporation, the	uthority of the State of New Government National Mortgage
5. Seller is not an individual, estate of	or trust and as such not required to make	an estimated payment pursu	ant to N.J.S.A,54A:1-1 et seq.
6. The total consideration for the propursuant to N.J.S.A. 54A:5-1-1 et	perty is \$1,000 or less and as such, the s seq.	seller is not required to make	an estimated payment
plot. (CIRCLE THE APPLICABLE	recognized for Federal income tax purpor SECTION). If such section does not ulti- income tax return for the year of the sale	mately apply to this transaction	
No non-like kind property received	•		***
8. Transfer by an executor or administration with the provisions of the deceden	strator of a decedent to a devisee or heir t's will or the intestate laws of this state.	to effect distribution of the de	ecedent's estate in accordance
	to a short sale instituted by the mortgage ortgagee will receive all proceeds paying		
 The deed being recorded is a dee- unrecorded. 	d dated prior to the effective date of P.L.	2004, c. 55 (August 1, 2004),	, and was previously
SELLER(S) DECLARATION	1		F
The undersigned understands that this declarat statement contained herein could be punished knowledge and belief, it is true, correct and cor recorded or is being recorded simultaneously w	by fine, imprisonment, or both. I furthermore on holete. By checking this box □ I certify that	declare that I have examined this	declaration and, to the best of my
3/18/15 Date	_ Hur 11	Signature O	Andrew Control of the
3)18/15	(Seller), Please in	rdicate if Power of Attorney or Attorney	ay in Fact
Date	(Seller) Please in	Signature adleate if Power of Atlomey or Attorne	ey in Fact

RECORD AND RETURN TO:

MAIN STREET TITLE 190 MAIN STREET SUITE 305 HACKENSACK, NEW JERSEY 07601

MORRIS COUNTY, NJ
ANN F.GRDSSI, COUNTY CLERK
DEED-OR BOOK 22687 PG 1631
RECORDED 04/06/2015 13:49:22
FILE NUMBER 2015018248
RCFT \$: 1044199; RECD BY: SKeefe
RECORDING FEES \$80.00
TOTAL TAX \$394.00

DEED

Willow Settlement Services # 2268

This Deed is made on September 2, 2008

BETWEEN

Record and Return to: Willow Settlement Services, LLC 15 South Main Street Nazareth, PA 18064

DANIEL LINKLETTER

having an address at 78 Brae Loch Drive, Boonton, NJ

referred to as the Grantor,

AND

LIA CARAVELLA

about to reside at 78 Brae Loch Drive, Boonton, NJ

referred to as the Grantee.

NI COMPANY The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Eighty Seven Thousand Four Hundred Fifty One and 00/00 Dollars (\$87,451.00) The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Boonton, Block 41601, Lot 16 Qualifier: CO502

Property. The property consists of the land and all the buildings and structures on the land in the Township of Boonton, County of Morris and State of New Jersey. The legal description is:

Being more particularly described in accordance with Schedule A attached hereto and made a part hereof.

BEING commonly known as 78 Brae Loch Drive, Boonton, NJ

Being the same premises conveyed to the Grantor herein by Deed of Anthony J. Castellana, Jr. and

RTF-1 (Rev. 7/08) 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. 46:15-6 of seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM. STATE OF NEW JERSEY FOR RECORDER'S USE ONLY Consideration 55. County Municipal Code RTF paid by setter \$ COUNTY 1402 Date 9/30/08 By 87 MUNICIPALITY OF PROPERTY LOCATION Bourdon '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) **DANIEL LINKLETTER** being duly swom according to law Upon his/her oath. deposes and says that he/she is the Granton in a deed dated. September 2008 transferring (Grentor, Legal Representative, Corporate Officer, Officer of Title Company, Landing Institution, etc.) real property identified as Block number 41601 Lot number 16 C0502 located at 78 Brae Loch Drive, Boonton Twp. annexed thereto (Street Address, Town (2) CONSIDERATION & 87.45). CO (See instructions #1 and #5 on reverse side) (3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required. (3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: (See Instructions #54 and #7 on reverse side) Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation. (4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side) Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee Imposed by C. 46, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mersi elerance to exemption symbol is insufficient, Explain in detail. (5) PARTIAL EXEMPTION FROM FEE (See Instruction #9 of 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, Pil. 1975 C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following SENIOR CITIZEN
SILIND PERSON
Grantor(s) = 62 years of age or over, * (See Instruction #9 on reverse side for A or B)
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. \Box Owners as joint tenants must all quality. IN THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTON NEEDS TO QUALIFY IF TENANTS LOW AND MODERATE INCOME HOUSING (See Instruction #9 on reverse side)

R Affordable according to H.U.D. standards, Affordable according to H.U.D. standards. Reserved for occupancy. Meets income requirements of region. Subject to resale controls. (6) NEW CONSTRUCTION (See instructions #2, #10 and #12 on reverse side) Not previously occupied.
"NEW CONSTRUCTION" printed clearly at Entirely new improvement. Not previously used for any purpose. 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 emended through Chapter 33, P.L. 2008.

Subscribed and sworn to before me Daniel Linkletter eptember Signature of Decoment Grentor Name 78 Brae Lock Drive, Boomton NJ 78 Brad Loch Drive, Boomlon, NJ Deponent Address Grantor Address at Time of Sale 9 3 Name/Company of Settlement Officer 4/25/08 Deed Dated

County Recording Officers shall forward one copy of each Affidavit of Consideration for title by Seller when Section 3A is completed.

STATE OF NEW JERSEY-DIVISION OF TAXA TION

PO BOX 261 FO BOX 261 TRENTON, NJ 08698-0261

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxetion in the Department of the Treasury has prescribed this form as required by law, and may not be attered or amended without prior approval of the Division of Taxetion on the Really Transfer Fee or to print a copy of the Affidevit, visit the Division of Taxetion website at:

www.state.nj.us/ireastry/faxetion/ipt/locatiag.htm.

CERTIFICATION AS QUALIFIED PURCHASER FOR LOW/MODERATE AFFORDABLE CONDOMINIUM IN BRAE LOCH CONDOMINIUM

WHEREAS, certain specified condominiums (hereinafter "Affordable Condominiums") within Brae Loch Condominiums are subject to the terms, provisions and restrictions set forth in the Affordable Housing Plan in which plan was filed in the Office of the Clerk of Morris in Deed Book 4323 at Page on 261 and is on file with the Boonton Township Municipal Clerk, as well as Township Zoning Ordinance; and

WHEREAS, the Township of Boonton, having established rules and guidelines for qualifying of purchasers as Qualified Purchasers, and the below name purchaser(s) having made application has been determined to be a Qualified Purchaser(s) as specified in the Plan;

NOW, THEREFORE, in accordance with the Affordable Housing Plan for Brae Loch at Boonton Township, the Boonton Township Housing Administrator does hereby certify as follows:

- 1) I have reviewed the Application for Certification of <u>Lia Caravella</u> (Purchaser) to be a Qualified Purchaser, of a Moderate/Low Income Affordable Condominium in Brae Loch along with all other relevant documentation submitted by Purchaser.
- 2) Based upon the information furnished by Purchaser concerning the Purchaser's Gross Aggregate Family Income, Family size, Sales Price and the certification by Purchaser that the information furnished is true and accurate to the best knowledge of Purchaser, this Purchaser is a Qualified Purchaser in compliance the requirements of the plan.

Upon closing of title, this Certification shall be recorded simultaneously with the deed conveying title of the above-described unit to the above referenced purchaser.

By:

Housing Administrator Township of Boonton

Signed this 28 hday of aug -, 20 D8

Sworn and subscribed before me this

MAUREEN D. COMO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 3, 2010

I.D. # 2000504

FILE NUMBER 2008070916
RCPT 4: 320110; RECD BY: sally
RECDRDING FEES 90.00

JOAN BRANHALL, COUNTY CLERK DEED-OR BOOK 21164 PG 0233 RECORDED 09/30/2008 11:08:45

MARGINAL NOTATION 0.00 TOTAL TAX 87.50

Book21164/Page235

File No. WS2268

Commitment No. W\$2268

ALL THAT CERTAIN tract, fot and parcel of land lying and being in the Township of Boonton, County of Morris and State of New Jersey, being more particularly described as follows:

UNIT No. 05-21 in "Brae Loch" a condominium, together with an undivided 0.8695 percent interest in the Common Elements appurtenant thereto and together with such other Limited Common Elements as may be appurtenant to said Unit, restrictions and other provisions of the master Deed dated December 21, 1995 and recorded on January 29, 1996 in Deed Book 4323, page 126 in the Office of the Clerk of Morris County, creating and establishing said Condominium and as the same may be now or hereafter lawfully amended.

FOR INFORMATION ONLY: The land referred to in this Commitment is commonly known as Lot 16 C0502 in Block 41601 on the Tax Map, Township of Boonton, in the County of Morris.

* THIS UNIT IS A MODERATE INCOME AFFORDABLE HOUSING UNIT AND IS SUBJECT TO THE RESTRICTIONS CONTAINED IN SECTION 11.59 OF THE MASTER DEED. *

BEING THE SAME PREMISES which Anthony J. Castellana Jr. & Aimee Castellana f/k/a Aimee O'John, husband and wife, by deed dated April 29, 2004, and recorded May 12, 2004, in the Office of the Recorder of Deeds in and for Morris County at Morristown, New Jersey, in Deed Book Volume 06066, Page 102, did grant and convey unto Daniel Linkletter, in fee.

NJRB 3-07 Effective; 02/15/07 Revised: 09/10/07 ORT Form 4308 A NJ Schedule A -- Legal Description ALTA Title Insurance Commitment Adopted 06/17/06 Aimee Castellana f/k/a Aimee O'John, husband and wife, dated April 29, 2004, and recorded on May 12, 2004, in Book 06066 of Deeds for Morris County at Page 102.

The owner's right, title, and interest in this unit, and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT dated December 21, 1995 which was filed in the Office of the Morris County Clerk in Book 4323 at page 126 on January 29, 1996, and is also on file with the Township of Boonton.

Subject to easements, restrictions, covenants, reservations, agreements and matters of public record; the provisions of zoning ordinances and other municipal ordinances; and such state of facts as an accurate survey and inspection of the premises would reveal.

Promises by Grantor. The Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

DANIEL LINKLETTER

(Seal)

STATE OF NEW JERSEY, COUNTY OF TASSAIC SS.:

I CERTIFY that on September 23 2008, Daniel Linkletter personally came before me and acknowledged under oath, to my satisfaction, that he

- (a) was the makers of this Deed;
- (b) executed this Deed as his own act; and
- (c) made this Deed for \$87,451.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in NJSA 46:1/5-5.)

Laura S. Munzer

Attorney at Law of NJ

State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

GIT/REP-3 (12-07)

(Please Print or Type)

SELLE	R(S) INFORMATION	(See Instructions, Page	2)		
Name(s)				A (A) A (A) AND A (A) A
DANIE	LINKLETTER				
	t Resident Address:				
Street: 78 Brae Loch Drive					
City, Town, Post Office				State	Zip Code
Boonton		1 (Post of Post of Pos	II and	NJ	07005
		l (Brief Property Descrip	tion) Lot(s)		Qualifier
Block(s 41601) J	16			C0502
	 ∖ddresa:		10		COGOZ
78 Brae	Loch Drive	W 0.			
City, To	wn, Post Office	<u> </u>	, and the second	State	Zip Code
Boonto	on			NJ	
	Percentage of Owners	ship	Consideration		Closing Date
100% SELLE	D ASSUBANCES IC	heck the Appropriate Bo	\$87,451.00	ab 2 apply to NO	9/25/2008
SINGLE	N ASSONANCES (C	dreat the Appropriate of	A JOUXES Z IIIIOE	an a abbit to we	n-residents/
1. 🔀	I am a resident taxpe will file a resident gr property.	iyer (individual, estate, or trus oss income tax return and pa	it) of the State of New y any applicable taxe	Jersey pursuant to s on any gain or inco	N.J.S.A. 54A:1-1 et seq. and ome from the disposition of this
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 at seq.				
6.	The total consideration for the property is \$1,000 or less end 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 prop	perty received.			
6. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's accordance with the provisions of the decedent's will or the intestate laws of this state.					tion of the decedent's estate in
SELLEI	R(S) DECLARATION	1			
The under	eralgned understands that ment contained herein c	this declaration and its contents	nment, or bothl-furthe	vided to the New Jerse more declare that I ha	ey Division of Taxation end that any ive examined this declaration and,
	9/20/08	·			
	Dele		(Seller) Piease	Signature Indicate if Power of After	ney or Allorney in Fact
	Date		(Salier) Pinasa	Signature	ngu or Alfornay in Earl

Prepared by: itz, Esq.

103832

AFFORDABLE HOUSING DEED

This Affordable Housing Deed made this 12th day compecember the vear One Thousand Nine Hundred and Ninety-Seven This Affordable Housing Deed made this later day in the year One Thousand Nine Hundred and Ninety-Seveno T

Brae Loch Associates, L.L.C. having an office located at 1325 Morris Avenue Union, New Jersey 07083 (hereinafter called "GRANTOR")

AND

Joyce Greco and Nancy A. Anthony, both unmerfied 84 Brae Loch Drive Boonton Township, New Jersey 07005 (hereinafter called "GRANTEE")

For and in consideration of the sum of Seventy Six Thousand Six Hundred Thirty Five and 00/00 (076,635.00) DOLLARS, to it well and truly paid by Grantee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in consideration of the covenants herein contained, the Grantor does grant and convey, bargain and sell, to the said Grantee the following described real property, situate, lying and being in the Township of Boonton, County of Morris and State of New Jersey, including the appurtenances thereto, in fce simple, subject to the provisions of the New Jersey Condominiums Act (N.J.S.A. 46:8B-1 et seq.), its amendments and supplements and to the provisions of that certain Master Deed for Brae Lock a Condominium dated December 21, 1995, and recorded on January 29, 1996 in the Morris County Clerk's Office in Deed Book 4323 at Page 126 and all amendments thereto (hereinafter the "Master Deed") Being more particularly described as Condominium Unit Number #04-18, 23 shown on Schedule B to said Master Deed, which property is more specifically defined in Master Deed aforesaid.

ALSO KNOWN AND DESIGNATED as a portion of Block 41601, Lot No. 16. Qualifier No. C0407 on the official tax map of the Township of Boonton.

TOGETHER with the fee in an undivided .8695 per cent interest in the common elements of said Condominium; and

TOGETHER with all easements granted to each unit owner by the said Master Deed.

SUBJECT to the provisions of the New Jersey Condominium Act, its supplements and amendments, and to the conditions, restrictions, covenants, and agreements set forth in the Master

。在1875年中的中央中央的第一个大学的工作。1975年中的1975年中,1975年中,1986年中

DB4687 P349

Deed aforesaid and the Bylaws of Brae Loch Condominium Association, Inc., and any amendments thereto.

SUBJECT to easements, zoning requirements, and other restrictions of record.

TO HAVE AND TO HOLD all and singular, the premises herein described, together with the appurtenances, to the Grantee and to the Grantee's proper use and benefit forever.

AND THE GRANTOR covenants that it has not done or executed, or knowingly suffered to be done, any act, deed or thing whatsoever whereby, or by means whereof, the premises conveyed herein, or any part thereof, now are, or any time hereafter will or may be, charged or encumbered in any manner or way, whatsoever, except as set forth in the Master Deed and Bylaws, save and except for any and all utility easements and rights of way previously recorded or hereafter recorded in the Morris County Clerk's as provided for in the Master Deed.

AND THE GRANTES, by acceptance and delivery of this Unit Deed, for grantee, its heirs and assigns, does hereby consent to any and all amendments to said Master Deed and Bylaws and other documents as provided in and contemplated by the Master Deed; and does hereby agree to execute, acknowledge and deliver:

- 1. All documents evidencing consent to any other documents and to any and all amendments or supplements to the Master Dead Bylaws, and any other Condominium document which may be required by any title insurance company selected to insure title to any unit(s), by any governmental authority having regulatory jurisdiction over the Condominium, or any mortgage lender.
- 2. All documents evidencing consent to any other documents and to any and all amendments or supplements to the Master Deed, Bylaws, to allow Grantor to amend the model types to establish the model mix in a particular building.
- 3. Provided however, that the Grantor, its successors and assigns may not exercise the authority granted in paragraphs i and 2 hereinabove, without the written consent of the Grantee, of the amendment would substantially change the floor plan of the Unit, increase the financial obligation of the Grantee, reduce the value of the Unit, or reserve any special rights or privileges for Grantor under the Master Deed in a manner not otherwise

DB4687 P320

specifically permitted in the Master Deed. Grantor's power of attorney shall be effective for a period of seven (7) years from the conveyance of title to the first Unit owner but in no event later than the closing of title to the last Unit in the Condominium.

The foregoing covenants shall be coupled with an interest in the subject matter and shall run with the title to the aforedescribed Condominium Unit. They shall be deemed to be for the benefit of the Grantor, every person who owns or shall own a unit in the Condominium, and Brae Loch Condominium Association, and Erac., as representative of the owners of units in the Condominium.

THE GRANTER'S right, title and interest in and to this residential dwelling and the use, sale and resale of this property is and shall remain subject to the terms, conditions, restrictions, limitations, and provisions set forth in the Affordable Housing Plan in which plan was filed in the Office of the Clerk of Morris County in Deed Book 4323 at Page on 261 and is on file with the Boonton Township Municipal clerk, as well as Township zoning ordinance for a period of thirty (30) years form the date of this deed.

This Unit is a Moderate income affordable housing unit and is subject to the restrictions contained in Section 11.59 of the Master Deed.

WHEREVER used herein the masculine shall include the feminine and neuter and the singular as well as the plural, wherever necessary or appropriate. The converse of this shall also apply wherever necessary or appropriate.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly executed the day and year first above written.

witness:

Fred A iskowitz, as to both

BRAE LOCH ASSOCIATES, L.L.C., A New Jersey Limited Liability Company

LARRY PANTIRER, Member

ALAN PINES, Member

. DB4687 P321

By execution of this Affordable Housing Deed, Grantes, its heirs, successors and assigns, does hereby accept delivery of this Affordable Housing Deed according to terms provided herein and does irrevocably name, constitute, appoint and confirm Grantor, its successors and assigns, as attorney-in-fact as provided in this Affordable Housing Deed and Section 10 of the Master Deed.

WITNESS:

Nandy A. Anthony

AFFORDABLE HOUSING DEED BRAE DOCH ASSOCIATES, L.L.C.

STATE OF NEW JERSEY :

COUNTY OF UNION

BE IT REMEMBERED that on this 12th day of December, 1997, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared Larry Fantizer and Alan Pines, who I am satisfied are the persons who signed the within instrument as members of BRAE LOCH ASSOCIATES, L.D.C., a New Jersey Limited Liability Company, and they thereupon acknowledged that the Deed was signed and delivered by the company as its voluntary act and deed; that the delivery of the Deed by the company is the voluntary act and deed of the company, and that the full and actual consideration paid for transfer of title to realty as evidenced by the within Deed, as consideration defined in P.L. 1968 c.49, Section 1(c) is \$76,635.00. Fred A. Lekowitz
Attorney at Law of New Jersey

STATE OF NEW JERSEY :

38

COUNTY OF UNION

BE IT REMEMBERED that on this 12th day of December, 1997, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared Joyce Greco and Nancy A. Anthony, both unmarried, who I am satisfied is the person who signed and delivered this document as his/her voluntary act and deed and he/she thereupon acknowledged the Affordable Housing Restrictions, Power of Attorney and all other terms contained in this Deed.

> Arnold I. Budin, Esq. BUDIN, CREENMAN & GREENMAN Attorney at Law of New Jersey

AFPORDABLE HOUSING DEED

BRAE LOCH ASSOCIATES, L.L.C. A New Jersey Limited Liability Company,

DATED: December 12

Record and Return to:

("Grantor")

Arnold I. Budin, Esq. BUDIN, GREENMAN & GREENMAN 1379 Morris Avenue Union, N.J. 07083

Joyce Greco and Nancy A. Anthony, both unmarried ("Grantee")

184687 P322

	_			
NC1646 - Affidavit of Consideration RTF-1 (Rev. 27/36) Print Date 201	AFFIDAVIT OF CO	E OF NEW JERSEY INSIDERATION OR EX 3. 49, P.L., 1968) or	LEMPTION A Division of Al	ALL-STATE Legal
-	PAR (c	TIAL EXEMPTION 176, P.L. 1975)		908-272-0800
To be recorded with Deed p	urauant to c. 49, P.L. 190	8, as amended by c. 225	P.L. 1985 (N.J.S.A. 46;	15-5 et seq.) /3285
STATE OF NEW JERSEY COUNTY OFUNION	SS.		HECORDER'S USE ON	
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(I) PARTY OR LEGAL REPRESS Deponent Larry Pant		troctions 44' 4 bits 9 Or	roverne nido.)	<u>.</u>
departure and some that hatch a back X A	Member of Br	o Look Anno-	worn according to law up	:
a N. J. Limited Liable transferring real property identified as	The Party of the P	PARAMETER Offices, Office	r of True Co. Landing Institution etc.	,
located at 84 Brae Loch			LOUND.	
	(Parane	Address. Municipality, Countys	<u> </u>	
Township of Boonto	n. County of N	lorris, State	of N. J.	and annexed horsto.
Denogent states that with more	uction #6.)			
deponent states that, with resource thing of value constituting the other realty, including the remaining and agreed to be paid by the grante with the transfer of title is \$ 70.6	amount of any prior me and any other lien or	rtgage to which the tr neumbrance thereon i	ansfer is subject or whom to paid, antisfied or re	ich is to be assumed moved in connection
(3) FULL, EXEMPTION FROM FI imposed by c.49, P.L. 1968, for the follow not sufficient.	E Deponent claims to wing reason(s): Explain in	et this deed transaction detail. (See Instruction	i is fully exempt from the in #7.) Mere reference to	Realty Transfer Fee exemption symbol is
*		- -		
4) PARTIAL EXEMPTION FROM				
Deponent claims that this deed tra L. 1975 for the following reason(s):		: All boxes below upply RIATE CATEGORY A ring for partial exemption is dicreased portlon of t	lo granter(s) only. ALL MUST BK CHECKED. m. (See Instructions #8 he Realty Transfer Fee is	BOXES IN AP- Failure to do so will and #9.) aposed by c. 176, P.
	nction #8)	////	grantor(s) at time of sale han spouse or other qual	
BLIND (See Instruction #8.) Grantor(s) legally blind.	DIS	ABLED See hat	ction #8.)	nod exempt owners.
One or two-family residential o		Grantor(s) permanently One or two-family resig	ential pagesinos	
Owned and occupied by granter Sale.		Receiving disability not	mente .	
No joint owners other than spou qualified exempt owners.	ne or other	Owned and occupied by sale.	W.AW Dr.	
IN THE CASE OF HUSBAND AND WIFE, ONL	V ONE COLUMN	Not gainfully employed. No joint owners other ti	han spouse or other	
ABBUQUALIFT.		qualified exempt owners	<u>. </u>	
LOW AND MODERATE INCO! Affordable According to HUD S (**Meeta Income Requirements of It	tegion, <u>X</u>	nstruction #8.) Reserved for Occupancy Subject to Resale Contr	,.	
NEW CONSTRUCTION (See Satirely new improvement. Not previously used for any purp		Not previously occupied		
Deponent makes this Affidavit to industrials in accordance with the provision	ice the County Clerk or F of c. 40, P.L. 1969.	egister of Deeds to reco	ord the deed and accept th	e fee submitted
ibscribed and sworn to before me)_	Brae Loch Ass	
by of December, 1997	No of Department from the residence of the Control			
2	1325 Morris Union, N. J.	er Avenue 07083	1325 Morris A Union, N. J.	
red A. Iskowitz n Attorney At Law	Address of Deponent		Address of Greener at Time of State	1
f Jersey FOR	OFFICIAL USE ONLY	his space for use of Count	1.4 v. 1 si ovi v Clerk or Register of Deed	
Dee	Number	Book	tyPage	<u> </u>
<u> </u>	Dated	Data Roco	rded	
HPORTANT - BEFORE COMPLETING TI his format is prescribed by the Director, Divide a approval of the Director,	-	READ THE INSTRUCT! Liment of the Treasury, as r	ONS ON THE REVERSE : oquired by law, and may not	SIDE HEREOF, be altered without
RIGINAL - White Copy To be rotained by Co	runty.			
END OF USEU	WENT			IW).
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JAN-28-2010 15:25

908 688 4334

DEED

MORRIS COUNTY, NJ
JOAN BRAMHALL, COUNTY CLERK
DEED-OR BOOK 21487 PG 0474
RECORDED 02/05/2010 12:23:45
FILE NUMBER 2010002783
RCPT 4: 489128; RECD BY: natasha
RECORDING FEES 80.00
MARGINAL NOTATION 0.00

This Deed is made on February 1, , 2016

JOYCE GRECO and NANCY A. ANTHONY, both unmarried,

whose post office address is 84 Brae Loch Drive, Boonton Township, NJ 07005, referred to as the Grantor,

AND

JOYCE GRECO, unmarried,

whose post office address is 84 Brae Loch Drive, Boonton Township, NJ 07005, referred to as the Grantee.

The words "Grantog and "Grantee" shall mean all Grantors and all Grantees listed above.

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N3.5.A. 46:15-1.1) Municipality of Qualifier No. C0407 Account No. [] No property tax identification number is available on the date of this Deed. (check 60x // Applicable).

3. Property. The Property consists of the land and all the buildings and structures on the land in the

County of

TOWNSHIP MORRIS

and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check Box If Applicable).

All that real property, situate, lying and being in the Township of Bunton, County of Morris and State of New Jersey, including the appurtenances thereto, in fee simple, subject to the provisions of the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et. seq.), its amendments and supplements, and to the provisions of that certain Master Deed for Brae Loch, a Condominium dated December 21, 1995, and recorded on January 29, 1996 in the Morris County Clerk's Office in Deed Book 4323 at Page 126 and all amendments thereto (hereinafter the "Master Deed"), being more particularly described as Condominium Unit Number #04-18, as shown on Schedule B to said Master Deed, which property is more specifically defined in Master Deed aforesald.

ALSO KNOWN AND DESIGNATED as a portion of Block No. 41601, Lot No. 16, Qualifier No. CO:07 on the official tax map of the Township of Boonton.

TOGETHER with the fee in an undivided <u>.8695</u> percent interest in the common elements of said Condominium; and

TOGETHER with all easements granted to each unit owner by the said Master Deed.

SUBJECT to the provisions of the New Jersey Condominium Act, its supplements and amendments, and to the conditions, restrictions, covenants and agreements set forth in the Master Deed aforesaid and the By-Laws of Brae Loch Condominium Association, Inc., and any amendments thereto.

SUBJECT to easements, zoning requirements, and other restrictions of record.

Prepared by (print sapery name below signature) (For Recorder's Use Only)

ARNOLD: L. BUDIN, ESQ.

JAN-28-2010 15:26

909 688 4334

928 688 4334

BEING the same premises conveyed to the within Grantors by Deed from Bree Loch Associates, L.L.C. dated December 12, 1997 and recorded on December 17, 1997 in the Morris County Clerk/Register's Office in Deed Book 4687 at Page 319.

The street address of the Property is: 84 BRAE LOCH DRIVE, BOOMTON TOWNSHIP, NJ 07005.

- 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 ellowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage of allowing a judgment to be entered against the Grantos).
- Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature).

Witnessed By:

STATE OF NEW JERSEY, COUNT

I CERTIFY that on February

JOYCE GRECO, 2010, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

was the maker of this Deed; (a)

executed this Deed as his or her own act; and (b)

made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (c) made this Deed for \$1.00 as the full and (Such consideration is defined in N.J.S.A. 46:15-5.)

退退A LYNN HOYER MOTARY PUBLIC

STATE OF DELAWARE Commission Engires Dec. 15, 2013

HOH WNE THON NAME OF THE PARTY OF THE P

STATE OF DELAWARE, COUNTY OF 5435 @

I CERTIFY that on Fe Owner \ , 2010, NANCY A. ANTHONY, personally came before me and stated to my satisfaction that this person (or if more than one, each person)

was the maker of this Deed; (a)

executed this Deed as his or her own act; and,

(b) made this Deed for \$1.00 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.)

RECORD AND RETURN TO:

Arnold I, Budin, Esq. Budin, Greenman & Greenman 1379 Marcis Avenue Union, NJ 07083

JULIA LYNN HOYER NOTARY PUBLIC BTATE OF DELAWARE Commission Expires Dec. 15, 2013



JAN-20-2010 15:26

908 688 4334

908 688 4334 P.04

GIT/REP-3 (10-09)



State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION (C.55, P.L. 2004)

	int or Type)			
	SINFORMATION (See	Instructions, Page 2)	,—//IFE	
Name(s))			
	A. ANTHONY		The state of the s	
Current	Resident Address:			
	4 GRAE LOCH DRIVE	A CONTRACTOR OF THE PROPERTY O		Zip Code
C 1/ "04	wn, Post Office		State	,
	ON TOWNSHIP	BRUSHINDER OF THE VALUE OF THE STATE OF THE	NJ	07005
PROPEI	RTY INFORMATION (Bri	ef Property Description)		
B'cck(s)	4 2	Lot(s)		Qualifier
41601		16		C0407
Street A	ddress:			
84 BRAE	E LOCH DRIVE	<u> </u>		The state of the s
City, Tov	vn, Post Office		State	Zip Code
	TON TOWNSHIP	Q Cardian	NJ	07005
	Percentage of Ownership	Considers	tion	Closing Date 2/1/10
CON TAXABLE	Nace In Amore Ichael	the Appropriate Box) (Boxes	2 through 8 apply to Re	
SHEET SHEET				
estate The second	wil file a resident gross in property.	ndividual, estate, or trust) of the State come tax return and pay any applic	capie taxes on any gain or inc	ome from the disposition of the
7	of the federal Internal Revi	ld or transferred is used exclusively enue Code of 1986, 26 U.S.C. s. 17	21.	
3.	ne additional consideration			
h. Tuit	of New Jersey, the Federa National Mortgage Associa	ree is an agency or authority of the National Mortgage Association, thation, or a private mortgage insuran	e Federal Home Loan Monga ce company.	iga Corporation, the Government
5. 🌅	N.J.S.A.54A:1-1 et seq.	estate or trust and as such not requ		
6. 🗵	payment pursuant to N.J.S	the property is \$1,000 or less and i.A. 54A:5-1-1 et seq.		
7.	compton plot (CIRC) E.T.	not be recognized for Federal inco HE APPLICABLE SECTION). If subligation to file a New Jersey incom	ich section does not uitimatei	A Bibbia 40 Mile markachour alle
	No non-like kind property t	eceived.		
B.	Transfer by an executor or accordance with the provision	administrator of a decedent to a dislons of the decedent's will or the in	evisee or heir to effect distrib destate laws of this state.	ution of the decedent's estate in
स्व िस्	S DECLARATION	the contract of the contract o	And the state of t	
The Under	rsigned understands that this d ement contained herein could b too my knowledge and belief, i	eclaration and its contents may be disc e punished by fine, imprisonment, or bu t is true, correct and complete.	osed or provided to the New Jer olin. I furthermore declare that I h Nawy Ostry	sey Division of Taxatlon and that any rave examined this declaration and,
	2-1-2010 Date	NANCY A. AN	VIHONY Signature allor) Please indicate if Power of Alto	amoy or Allorney in Pact
	Date	(9	Signature elker) Please indicate if Power of Alic	orney or Atlomay in Fact

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P.05

GIT/REP-3 (10-09)



State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION (C.55, P.L. 2004)

न तन्त्रक मतिर्म के Type)			
SELECTION (See Instructions, Pa	age 2)		
Name(s)			
JOYCS GRECO		anness and the second of the second of the second order of the second of the second order or	
Current Resident Address:			
Street 34 BRAE LOCH DRIVE			
Cly. Town, Post Office		State	Zip Code
BOONTON TOWNSHIP		NJ	07005
PROPERTY INFORMATION (Brief Property Desc	eription)		
3'00K(s)	Lot(s)		Qualifier
41601	16	<u> </u>	C0407
Street Address:			
84 BRAE LOCH DRIVE		State	Zip Code
Cry, Town, Post Office			•
300 VTON TOWNSHIP	Consideration	W	07005 Closing Date
So ler's Percentage of Ownership 50%	\$1,00		2/1/10
SELLER ASSURANCES (Check the Appropriate		ugh 8 apply to Res	idents and Non-residents)
i em a resident taxpayor (Individual, estate, or will file a resident gross Income tax return and property.	Day any applicable lay	es on any gam or meer	the tieth are enchanges as the
2. The real property being sold or transferred is used the federal Internal Revenue Code of 1986,	26 D.S.C. 9, 121,		
I am a mortgagor conveying the mortgaged prono additional consideration.			
Saller, transferor or transferee is an agency or of New Jersey, the Federal National Mortgage National Mortgage Association, or a private mo	Association, the Federa ortgage insurance comp	il Home Loan Morigage any.	a Corporation, the Government
5. Seller is not an individual, estate or trust and a N.J.S.A.54A:1-1 et seq.			
5. The total consideration for the property is \$1.0 payment pursuant to N.J.S.A. 54A:5-1-1 et sec	۹،		
7. The gain from the sale will not be recognized for cemetery plot. (CIRCLE THE APPLICABLE S seller acknowledges the obligation to file a New York (CIRCLE THE APPLICABLE S Seller acknowledges the obligation to file a New York (CIRCLE THE APPLICABLE S)	ECTION). If such section	on does not ultimately a	apply to this transaction, title
No non-like kind property received.			
Transfer by an executor or administrator of a c accordance with the provisions of the deceden	decedent to a devisee or nt's will or the intestate k	r heir to effect distributi aws of this state.	on of the decedent's estate in
SELLER(S) DECLARATION	1),,=1		1
The undersigned understands that this declaration and its conte talse statement contained herein could be punished by fine, implies the bast of my knowledge and belief, it is true, correct and or	prigonment, or both. I with	rovided to the New Jersey sermore declare that I hav	Division of Taxation and that any e examined this declaration and,
9-1-9010	Acres 5A		
Date J	OYOE GNEOO Plan	Signature se indicate il Power of Attorni	ay or Attorney in Fact
Date	(Seiler) Plea	Signature se indicate if Power of Artem	ey or Attorney in Fact
The state of the s			

JAN-28-2010 15:27

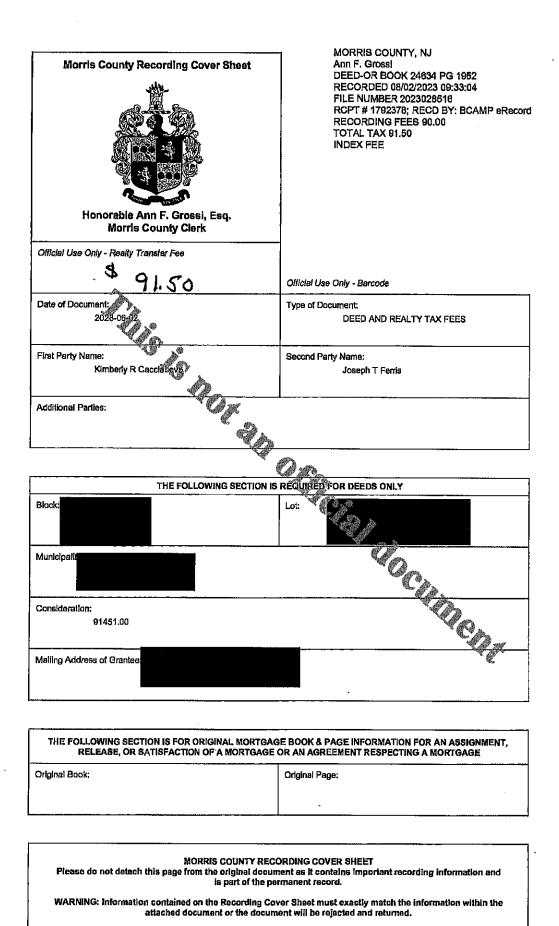
908 688 4334

928	688	4334	Р.

ROW, 700) NURT SUBMIT IN DUPLICATE AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1968, as amended through Chapter 39, P.L. 2008) (N.J.S.A. 48:15-5 et seq.) BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.
STATE OF NEW JERSEY FOR RECORDER'S USE ONLY
SS. County Municipal Code RTF pgld by seller 5
COUNTY MORRIS 1402 Date 2/3/3000 by
MUNICIPALITY OF PROPERTY LOCATION BOONTON TOWNSHIP "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, JOYCE GRECO being duly swom according to law upon his/her ost
deposes and says that he/she is the GRANTOR in a deed dated PELLULLY 1, 2010 transferring (Grantor, Legist Representative, Corporate Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 41601 Lot number 16 - C0407 located at
84 BRAE LOCH DRIVE, BOONTON TOWNSHIP, NEW JERSEY and annexed therefore (Street Address, Town)
(2) CONSIDERATION \$ 1.00 (See Instructions #1 and #6 on reverse side)
(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: (Soe instructions #54 and #7 on reverse side) Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
16 Paris is considered to the constant of the
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 excess of 100%, the assessed value will dividual to the equalized valuation.
(A) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side) Decored states that this deed transaction is fully exampt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended throug C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insulficient. Explain in detail. (A) FOR A CONSIDERATION OF LESS THAN \$100(U) BETWEEN PARENT AND CHILD.
(5) PARTIAL EXEMPTION FROM FEE (See Instruction 89 on reverse \$(de) NOTE: All boxes below apply to granitor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so would claim for perial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplement 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. * (Sae instruction #9 on reverse side for A or B) BIAND PERSON Grantor(s) togally blind or. * DISABLED PERSON Grantor(s) permanently and totally disabled Receiving disability payments Not gainfully employed.
Sanior citizans, blind persons, or disabled persons must also meet all of the following chiefs: Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey. Owners as joint tengins must all qualify.
"IN THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENAN" BY THE ENTIRETY.
C. LOW AND MODERATE INCOME HOUSING (See Instruction #9 on reverse side)
Affordable according to H.U.D. standards. Reserved for occupancy. Subject to resals controls.
(6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side) Entirely new improvement. Not previously occupied.
Entirely new improvement. Not previously used for any purpose. Not previously used for any purpose. Not previously decupied. **NEW CONSTRUCTION** printed clearly at the top of the first page of the deed.
(7) Deponent makes this Affidavit to induce county disrk or legister of deeds to record the deed and accept the fee submitted herewith accordance with the provisions of Chapter 49, P.L. 1988, as a pended through Chapter 33, P.L. 2006.
In the Invite Green/Nanov A. Anthony
Subscribed and sworm to before rise this 15+ day of February . 20 10 OVCE Spits got Depotent Grantor Name 84 Bree Loch Dr. Boonton Twp. NJ By Brae Loch Dr. Boonton Twp. NJ Grantor Address at Time of Sale Grantor Address at Time of Sale
Budin, Greenman & Greenman
Last 3 Ights in Grantor's Sucal Security Number Name/Company of Settlement Officer
STATE OF DELAWARE My Commission Expines Dec. 15, 2013 Instrument Number 2010 OFFICIAL LISE ONLY MARKED Deed Number Deed Dated 2 10 10 10 10 10 10 10 10 10 10 10 10 10
County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed. PO BOX 251 PO BOX 251

TRENTON, NJ 08895-0281 ATTENTION: REALTY TRANSFER FEE LINET

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 Resity Transfer Fee or to print a copy of this Affidave, with the Division of Taxation website at www.stale.nj.us/freeauty/faxation/fpu/localtax.e/html.



155953RN-01

AFFORDABLE HOUSING DEED

This Affordable Housing Deed made this 2ND day of TUNE, 2023, and delivered on june 23, 2023

BETWEEN KIMBERLY R. CACCIABEVE, unmarried, whose address is 24 Cypress Terrace, Boonton, New Jersey 07005, Grantor

AND IOSEPH T. FERRIS. unmarried, whose address is about to be Grantee

For and in consideration of the sum of NINETY ONE THOUSAND FOUR HUNDRED FIFTY-ONE DOLLARS (\$91,451.00), to it well and truly paid by Grantee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in consideration of the covenants herein contained, the Grantor does grant and convey, bargain and sell, to the said Grantee the following described real property, situate, lying and being in the County of Morris and State of New Jersey including appurtenances thereto, in fee simple, subject to the provisions of the New Jersey Condominium Act (N.J.S.A. R.S. 46:8B-1 et seq.), its amendments and supplements, and the provisions of that certain Master Deed for Condominium, dated December 21, 1995, and recorded in the Office of the Morris County Clerk on January 29, 1996, in and all amendments thereto (hereinafter the "Master Deed), being more particularly described and shown on Schedule B to said Master Deed, which property is more specifically defined in the Master Deed aforesaid.

TOGETHER with the fee in an undivided .8695% interest in the common elements of said Condominium; and

TOGETHER with all easements granted to each unit owner by the said Master Deed.

SUBJECT to the provisions of the New Jersey Condominium Act, its supplements and amendments, and to the conditions, restrictions, covenants, and agreements set forth in the Master Deed aforesaid and the Bylaws of Condominium Association, Inc., and any amendments thereto.

TO HAVE AND TO HOLD all and singular, the premises herein described, together with the appurtenances, to the Grantee and the Grantee's proper use and benefit forever.

AND THE GRANTOR covenants that it has not done or executed or knowingly suffered to be done, any act, deed or thing whatsoever whereby, or by means whereof, the premises conveyed herein, or any part thereof, now are, or any time hereafter will or may be, charged or encumbered in any manner or way, whatsoever, except as set forth in the Master Deed and Bylaws, save and except for any and all utility easements and rights of way previously recorded or hereafter recorded in the Office of the Morris County Clerk as provided for in the Master Deed.

AND THE GRANTEE, by acceptance and delivery of this Unit Deed, for grantee, its heirs and assigns, does hereby consent to any and all amendments to said Master Deed, and Bylaws and other documents as provided in and contemplated by the Master Deed; and does hereby agree to execute, acknowledge and deliver:

1. All documents evidencing consent to any other documents and to any and all amendments or supplements to the Master Deed, Bylaws, and any other Condominium documents which may be required by any title insurance company selected to insure title to any unit(s), by any governmental authority having regulatory jurisdiction over the Condominium, or ay mortgage lender.

The foregoing covenants shall be coupled with an interest in the subject matter and shall run with the title to the aforedescribed Condominium Unit. They shall be deemed to be for the benefit of every person who owns or shall own a unit in the Condominium, and Brac Loch Condominium Association, Inc., as representative of the owners in the Condominium.

THE GRANTEE'S right, title, and interest in and to this residential dwelling and the use, sale and resale of this property is and shall remain subject to the terms, conditions, restrictions, limitations,

GIT/REP-3 (2-21) (Print or Type)

State of New Jersey Seller's Residency Certification/Exemption

SALLA lama(a)	r's Information				
<u>Umberi</u>	ly R. Cacclabevs				
	resi Address ress Terrace			, , , , , , , , , , , , , , , , , , ,	
	, Post Office			Sicie	The same
iconto	·			NJ	ZIF Gode 07008
	arty Information 🕝	· · · · · · · · · · · · · · · · · · ·		140	Q7,000
	acontrate of manipletitic	Com	Consideration	Cotto and Nicona and Dougla London	
00	-		,451.00	Owner's Share of Consideral \$91,451,00	for Closing Data 6/23/23
	s Assurances (Check th	e Apprepriate	Box) (Boxes 2 thr	ough 16 apply to Residents	and Nonresidents
, IXI	Seller is a realdent tamever (Individual, estate, r	rizmi) njiha Stoja nji	lew Jersey pursuant to the New Jers taxes on any gain or income from the	ne dinama Impanya The Ra
. 🔲	The real property sold or tran	oxe been al benele	usively as a principal n	saldence se defined in 28 U.S. Coda	section 121.
. 🗖	Seller is a mortgagor conveyi additional consideration,	ng the mortgaged p	roperty to a mortgages	in foreclosure or in a transfer in lieu	of foreclosure with ho
. 🖸	Seller, transferor, or transfere Jersey, the Federal National ! Association, or a private mort	victigage Associatio	m, the Federal Home L	istes of America, an agency or author can Mortgage Corporation, the Gove	rity of the State of New rnment National Mortga
				selimated Gross Income Tex payms	nt
	The total consideration for the	property is \$1,000	or less so the saller is	not required to make an estimated in	come Tax navment.
. 🔲	The gain from the sale is not	recognized for fede to indicated section	rel income tax purpose: does not ultimately en	e under 28 U.S. Code section 721, 10	94 mg 4009 (0150) ET
	Saller did not receive non-like	kind property,	A ME		
. ILI	decedento estate in accordar	ice with the provision	ns of the decedent's w	a decadent to a devisee or heir to eff iii or the intestate laws of this State.	
	brooseds from the safe and th	ie wolfdedee Mili ta	calva ali pròceggia payi	origuges, whereby the seller agreed ng off an agreed amount of the mort	not to receive any page,
. 📮	The dised is dated prior to Aug	guat 1, 2004, and w	es not previously racion	qeq.	
	property from the saller and the	ien sells the house	to a third party buyar i		
	Code section 1041.		ouses or incident to &	divisios dacrae or property settlement	agreement under 28 U.
	The property transformed is a of The saller is not receiving net settlement sheet.		sale. Net proceeds from	eub Invorna ten eril ensémi elpa erit n	to the seller on the
		that received an a	knowledgment letter fr	om the internal Revenue Service that	the saller is a retiremen
	The seller (and/or spouse/dyl)	union partner) origing the property se	inally ourchesed the pr	operty while a realizant of New Jersey and on active duty have de of New Jersey	ss a member of the U. sey, (Only check this ba
ller	's Declaration				
talse: , to the	rsigned understands that this d statement contained herein ma e best of my knowledge and be	y ce punienad by H lief, it is true, come	na, imprisonment, or bo if and complete, By one	od of provided to the New Jersey Dividir. I furthermore declare that I have a colony this box and I certify that a Power and the colony this box.	examined this declarate ver of Atlomey to repre-
	6/2/2023	orusa or is being n Winten	72. Godie	with the deed to which this form is a Kimberly R. Cacciabeve	racieć,
	Date		Signature (Seller)	Indicate if Power of Attorney or Att	lomey in Fact



This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.

Commitment for Title Insurance Adopted 08-01-2016 Technical Corrections 04-02-2018

NEW JERSEY LAND TITLE INSURANCE RATING BUREAU

NJRB 3-09 Last Revised: 9/1/19

MUST SUBMIT IN DUPLICATE NG1645 - Affidavit of Considerati RTF-1 (Rev. 3/2/22) P0/22 Printed by ALL-STATE LEGAL® www.usingel.com 800.222.0510 Page 1 STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER (Chapter 49, P.L. 1966, as amonded through Chapter 88, P.L. 2003) (N.J.S.A. 46;15-liberg.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM FOR RECORDER'S USE ONLY STATE OF NEW JERSEY County Municipal Code Consideration & COUNTY MORRIS By S Municipality of Property Location: † Use symbol "C" to indicate that fee is exclusively for county use. (1) PARTY OR LEGAL REPRESENTATIVE (Instructions 2 and 2 attached) Kimberly R. Cacclabeve , being duly sworn according to law upon his/her oath, deposes Deponent, and says that be/she is the in a deed dated Grantor exed thereto. (2) CONSIDERATION: \$81,451.00 (Instructions I and 5) In no prior mortgage to which property is subject. (8) Property transferred is Class 4A, calculation in Section 3A below is required. (BA) REQUIRED CAUCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY If Director's Retio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to the equalized valuation. to other excess actions, are assessed in the second of the (6) PARTIAL EXEMPTION FROM FEE: (Instructions) NOTE; All boxes below apply to granter(a) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial examption. 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. 118, P.L. 2004 and C. 68, P.L. 2004 for the following reason(s): legally blind or; *
permanently and totally disabled preceiving disability payments '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) IF APPLIES ALL BOXES MUST BE CHECKED

X Affordable according to HUD standards

X Reserved for occupancy X Reserved for occupancy X Meets income requirements of region X Subject to reasis controls (6) NEW CONSTRUCTION (Instructions 2, 10 and 12) IF APPLIES ALL BOXES MUST HE CHECKED Entirely new improvement Not previously occupied Not previously used for any purpose ☐ "NEW CONSTRUCTION" printed dearly at top of the first page of the deed (7) RELATED LEGAL ENTITIES TO LEGAL, ENTITIES (Instructions 5, 12 and 14) IF APPLIES ALL BOXES MUST BE CRECKED

| No. prior mortgage assumed or to which property is subject at time of sale
| No. contributions to capital by either grantor or grantoe legal entity
| No stock or money, exchanged by or between grantor or grantee legal entities
| No stock or money, exchanged by or between grantor or grantee legal entities
| No stock or money, exchanged by or between grantor or grantee legal entities
| No stock or money, exchanged by or between grantor or grantee legal entities
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| No stock or money exchanged by or between grantee legal entities
| No stock or money exchanged by or between grantee legal entities
| No stock or money exchanged by or between grantee legal entities | No stock or money exchanged by or between grantee legal entities | No stock or money e Intercompany transfer between combined group members as part of the unitary business Combined group NU ID number (Required) (9) Deponent makes this Affidavit to induce the County Clerk or Register of Daeds to record the deed and accept the fee submitted herswith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 39, P.L. 2006. Known Z. Carcialec Subscribed and sworn to before me this 2nd day Kimberly R. Cacciabeve day 20 23 LAW XXX-XX-X 2 REALSAFE TITLE LLC Lost 8 digita in Grantor's Soc. Sec. No FOR OFFICIAL USE ONLY
County TY OFFI
Book 1634 Fago 1 County recording officers shall forward one copy of each RTF-1 form when section 3A is completed to: State of 20230a New Jersey, P.O. Box 251, Trenton, NI 08695-0251, Attention: Reality Transfer Fee Unit Deed Dated 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 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 Taxatic at: www.state.nj.us/treasury/taxation/lpt/localtax.htm NG1645... Affidevit of Consideration for Use by Sella Exemption -- RTF-1- To be recorded with Deed Rev. 8/2/22 PS/23 Printed by ALL-STATE LEGAL® A Division of ALL-STATE International, Inc.

www.aslegul.com 800,222,0510

and provisions set forth in the Affordable Housing Plan in which plan was filed in the Office of the Morris County Clerk in and is on file with the Municipal Clerk, as well as Township Zoning Ordinance for a period of thirty (30) years from the date of this deed.

The unit is a Moderate Income Affordable Housing unit and is subject to the restrictions contained in Section 1159 of the Master Deed.

BEING the same land and premises conveyed to Kimberly Cacciabeve, unmarried, by Deed from Albert Nix, Executor of the Estate of Hugh Patrick Murphy, dated 1/13/2021, recorded 2/9/2021, in the Office of the Morris County Clerk in

WHEREVER used herein the masculine shall include the feminine and neuter and singular as well as the plural, wherever necessary or appropriate. The converse of this shall also apply wherever necessary or appropriate.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly executed the day and year first above written.

WITNESS

Kimberly R. Cacciabeve

By execution of this Affordable Housing Deed, Grantee, its heirs and assigns, does hereby accept delivery of this Affordable Housing Deed according to terms provided herein and does irrevocably name, constitute, appoint, and confirm Brae Lock Condominium Association, Inc., its successors and assigns, as provided in this Affordable Housing Deed and Section 10 of the Master Deed.

WITNESS

STATE OF NEW JERSEY

COUNTY OF MORRIS

BE IT REMEMBERED that on this 2^{6d} day of 2023, before me the subscriber personally appeared Kimberly R. Cacciabeve, unmarried, who I am satisfied is the person who signed and delivered this document as her voluntary act and deed and that the full and actual consideration paid for the transfer of title to realty as evidence by the within Deed, as such consideration is defined in P.L. 1968 c.49, Section 1(c) is \$91,451.00

Notary Public, State of New Jersey

RECORD AND RETURN TO:

RealSafe Title, LLC 111 Littleton Road, Suite 301 Parsippany, NJ 07054 JANET A. LACEY My NO. 2371056 A Notary Public of New Jersey My Commission Expires MARCH 20, 202*8*

Morris County Recording Cover Sheet MORRIS COUNTY, NJ ANN F.GROSSI, COUNTY CLERK DEED-OR BOOK 23518 PG 443 RECORDED 04/09/2019 14:48:34 FILE NUMBER 2019017057 RCPT 4: 1429459; RECD BY: MStehr RECORDING FEES \$90.00 TOTAL TAX \$127.58 Honorable Ann F. Grossi, Esq. **Morris County Clerk** Official Use Only -- Realty Transfer Fee \$127.50 Official Use Only - Barcode Date of Document: Type of Document: 4/8/2019 Deed First Party Name: Second Party Name: Mark Hunter formerly known as Mark C. Palicla, unmarried Kethy A. Ruth, unmarried Additional Parties: THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY Block: 41601 Municipality: Township of Boonton Consideration: \$127,162.00 Meiling Address of Grantee: 88 Brae Loch Drive, Boonton, NJ 07005

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGE INFORMATION FOR AN ASSIGNMENT, RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE

Original Book:

Original Page:

MORRIS COUNTY RECORDING COVER SHEET

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

WARNING: Information contained on the Recording Cover Sheet must exactly match the Information within the attached document or the document will be rejected and returned.

H-103729

DEED - Plain Language

DEED

THIS DEED is made on April 0, 2019

BETWEEN MARK HUNTER formerly known as MARK C. PALICIA, unmarried

whose Post Office Address is 88 Brae Loch Drive, Boonton, New Jersey 07005, referred to as the Grantor(s),

AND KATHY A. RUTH, unmarried,

whose Post Office Address is about to be 88 Brae Loch Drive, Boonton, New Jersey 07005, referred to as the Grantee(s).

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Tax Map Reference. (N.J.S.A. 46:152.1) Municipality of Boonton Township Block No. 41601 Lot No. 16 Qual. No. C0405

Property. The property consists of the land and the buildings on the land in the Township of Boonton, County of Morris and State of New Jersey.

The legal description is attached hereto:

Being the same premises conveyed to Mark C. Palicia, unmarried, by deed from Marianne Colantoni, single, dated July 8, 2008 and recorded July 25, 2008 in the Office of the Clerk of Morris County on July 25, 2008 in Deed Book 21128, Page 1784.

The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT dated November 29, 1995, which was filed in the Office of the Morris County Clerk in the Book4393 at page 261 on January 29, 1996, and is also on file with the Township.

Being commonly known as 88 Brae Loch Drive, Boonton Township, New Jersey 07005.

Prepared by: Allen Hantman, Esq.

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 right which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signature. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:	
Alla	Mach Hudes Scal
Allen Hantman, Esq.	Mark Hunter formerly known as Mark C. Palicia
personally came before me and acknowledge more than one, each person): (a) is named in and personally signed (b) signed, sealed and delivered this (c) made this Deed for \$127,162.00 a	nerly known as Mark C. Palicia edunder oath, to my satisfaction, that this person (or if it this Deed; Deed as his or her act and deed; and as the full and actual consideration paid for deration is defined in N.J.S.A 46:15-5.)
•	Allen Hantman An Attorney at Jaw of New Jersey
DEED	* RECORD AND RETURN TO:
MARK HUNTER formerly known as MARI C. PALICIA, unmarried, Grantor(s),	K h Heritage Abstract Company 1 350 Mt. Kemble Ave., Suite A1003 Morristown, NJ 07960 H-1037-29
TO	
KATHY A. RUTH, unmarried,	
Grantee(s).	

Title No. H-103729

LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Boonton, in the County of Morris, State of New Jersey:

BEING KNOWN AND DESIGNATED as Unit No. 04-16 in Brae Loch Condominium which has been more specifically defined in the Master Deed dated 12-21-1995 and recorded 01-29-1996 in the Office of the Clerk of Morris County in Deed Book 4323, Page 126, and amended in Deed Book 4781, Page 83; Deed Book 5037, Page 115; Deed Book 5037, Page 117; Deed Book 5177, Page 139; Deed Book 5299, Page 61; Deed Book 5663, Page 30; Deed Book 5887, Page 136; Deed Book 6505, Page 233; Deed Book 20665, Page 1110, and any subsequent amendments thereto, and which unit is hereby conveyed in conformity with the provisions of N.J.S.A. 46:8B-10, and includes the fee in an undivided percentage interest of 0.8695% in the Common Elements.

FOR INFORMATION PURPOSES ONLY: BEING known as Tax Lot 16 C0405 in Tax Block 41601 on the Official Tax Map of the Township of Boonton, Morris County, State of NJ.

FOR INFORMATION PURPOSES ONLY: The mailing address is: 88 Brae Loch Drive, Unit 04-16, Boonton, NJ 07005.

Book23518/Page446



State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3 (9-2015)

(Please Print or Type)

(Please Print or Type)			
SELLER'S INFORMATION			
Name(s)	···	•	
Mark Hunter formerly known as Mark C. F	alicia		
Current Street Address		,	
207 Porter Way East			
City, Town, Post Office Box		State	Zip Code
Bridgewater		NJ NJ	08807
PROPERTY INFORMATION			
Block(s)	Lot(s)	- -	ualifier
41601	16		0405
Street Address 88 Brae Loch Drive	•		
City, Town, Post Office Box		State	Zlp Code
Boonton Township		NJ	07005
Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100%	\$127,162.00	\$127,162.00	7/8/19
SELLER'S ASSURANCES (Check the	4119		
property.	return, and will pay any app	licable taxes on any gain or income from	the disposition of this
 The real property sold or transferred Seller is a mortgagor conveying the additional consideration. 		ortgagee in foreclosure or in a transfer in i	
 Seller, transferor, or transferee is an Jersey, the Federal National Mortga Association, or a private mortgage i 	ige Association, the Federal	Inited States of America, an agency or at Horne Loan Mortgage Corporation, the G	ithority of the State of New overnment National Mortgage
5. Seller is not an individual, estate, or	r trust and is not required to	make an estimated gross income tax pay	ment.
 The total consideration for the property. The gain from the sale is not recogning. THE APPLICABLE SECTION). If the obligation to file a New Jersey incommended in Seller did not receive non-like kind. The real property is being transferred. 	erty is \$1,000 or less so the nized for federal income tax ne indicated section does no me tax return for the year of property. ed by an executor or adminis	seller is not required to make an estimate purposes under 26 U.S. Code section 72 truitimately apply to this transaction, the stree sale and report the recognized gain.	ed income tax payment. 1, 1031, or 1033 (CIRCLE seller acknowledges the to effect distribution of the
9. The real property being sold is subj	ect to a short sale instituted		ged not to receive any
10. The deed is dated prior to August 1	, 2004, and was not previou	sly recorded.	
11. The real property is being transferre property from the seller and then se	ed under a relocation compa alls the house to a third party	ny transaction where a trustee of the relovence.	cation company buys the
 12. The real property is being transferred U.S. Code section 1041. 13. The property transferred is a cemet 14. The seller is not receiving net process. 	tery plot,	,	
settlement sheet.	•		
SELLER'S DECLARATION		7 "1	
The undersigned understands that this declare statement contained herein may be punished	by fine, imprisonment, or both. d complete. By checking this bo	sclosed or provided to the New Jersey Division I furthermore deciare that I have examined this ox I certify that a Power of Attorney to reprint this form is attached.	s declaration and, to the best of
4/8/19	Λ_{λ}	lack theter	
Date	Mark H	unter formerTy Signature Known a (Seller) Please Indicate if Power of Attorney or Attor	s Mark C. Palicia ney In Fact
Date		Signature (Seller) Please indicate if Power of Attorney or Attor	mey in Fact

RTF-1 (Rev. 7/14/10)	NA JEDOSY
MUST SUBMIT IN DUPLICATE STATE OF NE AFFIDAVIT OF CONSIDERATI	ION FOR USE BY SELLER
(Chapter 49, P.L.1968, as amended through Cha BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE	apter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
STATE OF NEW JERSEY	
` 1	FOR RECORDER'S USE ONLY Consideration \$ 127,162.50
SS. County Municipal Code COUNTY MORRIS 1402	Consideration \$ 127,162 0 RTF paid by seller \$ 127,50 Date 4-9-2019 by ASTENT
	. Date 4-4-2017 by 195-31 (213)
MUNICIPALITY OF PROPERTY LOCATION Boonton Township	"Use symbol "C" to indicate that fee is exclusively for county use.
(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 Mark Hunter f/k/a/ Deponent, Mark C. Palicia, being duty	
(Neme)	
deposes and says that he/she is the <u>Grantor</u> (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lan	In a deed dated <u>ffpcil 8 2019</u> transferring ding institution, etc.)
real property identified as Block number 41601	Lot number 16 Qual. C0405 Jocated at
88 Brae Loch Drive, Boorton Township, New Jersey (Street Address, Town)	and annexed thereto.
	on reverse side) ho prior mortgage to which property is subject.
(3) Property transferred is Class 4A 4B 4C (circle one). If property	
(3A)REQUIRED CALCULATION OF EQUALIZED VALUATION FOR A	I L CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side) Total Assessed Valuation + Director's Ratio = Equalized As	•
· \$ + % = \$ If Director's Ratio is less than 100%, the equalized Valuation will be an amount g	regter than the assessed value. If Director's Ratio is sound to or in excess of
100%, the assessed value will be equal to the equalized valuation.	indian main use assessed tallis. It should be readed to the in the control of
(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side) Deponent states that this deed transaction is fully exempt from the Rea	
C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption	
Com-	
(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side) NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPF	CORDIATE CATECORY MILET BE CHECKED Follows to do on will
vold claim for partial exemption. Deponent claims that this deed transa General Purpose Fees, as applicable, Imposed by C. 176, P.L. 1975, C.	ction is exempt from State portions of the Basic, Supplemental, and
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 di	sebledireceiving disability paymentsnot gainfully employed*
Sanior citizens, blind persons, or disabled persons must also m	eet all of the following criteria:
Owned and occupied by grantor(s) at time of sale. Res	skident of State of New Jersey. ners as joint tenants must all qualify.
"IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ON	E GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.
C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on	
	served for occupancy bject to resale controls
(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side	
Entirely new improvement.	usly occupied. NSTRUCTION® 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 contributions to capital by either granter or grantee legal	ntity.
No stock or money exchanged by or between granter or gran	ntee legal entities.
(8) Deponent makes this Affidavit to Induce county clerk or register of accordance with the provisions of Chapter 49, P.L. 1968, as amended the	rough Chapter 33, P.L. 2008.
Subscribed and swom to before me	Mark Hunter f/k/a/ Mark G. Rajicia Mark G. Rajicia
this day of How , 20 19 Sign	vature of Deportent Grantor Name
	ae Loch Drive, Boonton Township, NJ 07005 ponent Address Grantor Address at Time of Sale
	C-XXX- 493
Last three digtts in Gran	tor's Social Security Number Name/Company of Settlement Officer
	FOR OFFICIAL USE ONLY MOTT'S
	Instrument Number 20(90) 7057 County Deed Number Book 23516 Page 4413 Deed Dated : 41, 8 : 2019 Date Recorded 4 : 41, 2019
!	
County recording officers shall forward one copy of each RTF-1 form when Se	ction 3A is completed to: STATE OF NEW JERSEY PO BOX 251
	TRENTON, NJ 08695-0251

The Director of the Division of Texation in the Department of the Treasury has prescribed this form as required by law, and may not be aftered 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 Texation website at:

www.state.nj.us/freesury/taxation/ipt/localtax.htm

Prepared by: Fred A. Islamitz, Esq.

104741

AFFORDABLE HOUSING DEED

This Affordable Housing Deed made this 16th day of December in the year One Thousand Nine Hundred and Ninety-Seven,

DETWERN

AND

Brae Loch Associates, L.L.C.
having an office located at
1325 Morris Avenue
Union, New Jersey 07083
(hereinafter called "GRANTOR")

Maureen Aumann
90 Brae Loch Drive
Boonton Township, New Jersey 07005

Mereinafter called "GRANTEE")

For and in consideration of the sum of Porty Thousand Four Hundred Seventeen and 00/100 (\$40.417.00) DOLLARS, to it well and truly paid by Grantee at on before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in consideration of the covenants herein contained, the Grantor does grant and convey, bargain and self, to the said Grantee the following described real property, situate / 191ng and being in the Township of Boonton, County of Morris and State of New Jersey, including the appurtenances thereto, in fee simple, subject to the provisions of the New Jersey Condominiums Act (N.J.S.A.46:8B:1 et seq_). its amendments and supplements, and to the provisions that certain Master Deed for Brae Loch, a Condominium dated December 21, 1995, and recorded on January 29, 1996 in the Morris County Clerk's Office in Deed Book 4323 at Page 126 and all amendments thereto (hereinafter the "Master Deed"), being more particularly described as Condominium Unit Number #4-15, as shown on Schedule B to said Master Deed, which property is more specifically defined in Master Deed aforesaid.

ALSO KNOWN AND DESIGNATED as a portion of Block 41601, Lot No. 16. Qualifier No. CD404 on the official tax map of the Township of Boonton.

TOGETHER with the fee in an undivided .8695 per cent interest in the common elements of said Condominium; and

TOGETHER with all easements granted to each unit owner by the said Master Deed.

SUBJECT to the provisions of the New Jersey Condominium Act, its supplements and amendments, and to the conditions, restrictions, covenants, and agreements set forth in the Master

DB4690 P056

Deed aforesaid and the Bylaws of Brae Loch Condominium Association, Inc., and any amendments thereto.

SUBJECT to easements, zoning requirements, and other restrictions of record.

TO HAVE AND TO HOLD all and singular, the premises herein described, together with the appurtenances, to the Grantee and to the Grantee's proper use and benefit forever.

AND THE GRANTOR covenants that it has not done or executed, or knowingly suffered to be done, any act, deed or thing whatsoever whereby, or by means whereof, the premises conveyed herein, or any parts thereof, now are, or any time hereafter will or may be, charged or encumbered in any manner or way, whatsoever, except as set forth in the Master Deed and Bylaws, save and except for any and all utility easements and rights of way previously recorded or hereafter recorded in the Morris County Clerk's as provided for in the Master Deed.

AND THE GRANTEE, by acceptance and delivery of this Unit Deed, for grantee, its heirs and assigns, does hereby consent to any and all amendments to said Master Deed and Bylaws and other documents as provided in and contemplated by the Master Deed; and does hereby agree to execute, acknowledge and deliver:

- 1. All documents evidencing consent to any other documents and to any and all amendments or supplements to the Master Deed, Bylaws, and any other Condominium document which may be required by any title insurance company selected to insure title to any unit(s), by any governmental authority having regulatory jurisdiction over the Condominium, or any mortgage lender.
- 2. All documents evidencing consent to any other documents and to any and all amendments or supplements to the Master Deed, Bylaws, to allow Grantor to amend the model types to establish the model mix in a particular building.
- 3. Provided however, that the Grantor, its successors and assigns may not exercise the authority granted in paragraphs 1 and 2 hereinabove, without the written consent of the Grantee, of the amendment would substantially change the floor plan of the Unit, increase the financial obligation of the Grantee, reduce the value of the Unit, or reserve any special rights or privileges for Grantor under the Master Deed in a manner not otherwise

DB4690 P057

specifically permitted in the Master Deed. Grantor's power of attorney shall be effective for a period of seven (7) years from the conveyance of title to the first Unit owner but in no event later than the closing of title to the last Unit in the Condominium.

The foregoing covenants shall be coupled with an interest in the subject matter and shall run with the title to the aforedescribed Condominium Unit. They shall be deemed to be for the benefit of the Grantor, every person who owns or shall own a unit in the condominium, and Brae Loch Condominium Association. Inc., as representative of the owners of units in the Condominium.

THE GRANTER'S right, title and interest in and to this residential dwelling and the use, sale and resale of this property is and shall remain subject to the terms, conditions, restrictions. limitations, and provisions set forth in the Affordable Housing Plan in which plan was filed in the Office of the Clerk of Morris County in Deed Book 4323 at Page on 261 and is on file with the Boonton Township Municipal Clerk, as well as Township zoning ordinance for a period of thirty (30) years form the date of this deed.

This Unit is a Moderate income affordable housing unit and is subject to the restrictions contained in Section 11.59 of the Master Deed.

WHEREVER used herein the masculine shall include the feminine and neuter and the singular as well as the plural, wherever necessary or appropriate. The converse of this shall also apply wherever necessary or appropriate.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly executed the day and year first above written.

WITNESS:

BRAE LOCH ASSOCIATES, L.L.C., A New Jersey Limited Liability Company

Fred A. Iskowitz.

County of Morris

Consideration UUUU

Base Tan

Additional Tax

REALTY TRANSFER FER LULL OF HTY C
Data LULL OF HTY C
TRANSFER FER LULL OF HTY C
TRANSFER FE

LARRY PANTIRER, Member

ALAN PINES, Member

D84690 P058

By execution of this Affordable Housing Deed, Grantee, its heirs, successors and assigns, does hereby accept delivery of this Affordable Housing Deed according to terms provided herein and does irrevocably name, constitute, appoint and confirm Grantor, its successors and assigns, as attorney-in-fact as provided in this Affordable Housing Deed and Section 10 of the Master Deed.

WITNESS:

Maufeen Aumand

AFFORDABLE HOUSING DEED BRAE LOCH ASSOCIATES, L.L.C.

ADE OF NEW JERSEY :

COUNTY OF UNION

BE UD REMEMBERED that on this 16th day of December, 1997, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared Larry Pantirer and Alan Pines, who I am satisfied are the persons who signed the within instrument as members of BRAE COH ASSOCIATES, L.L.C., a New Jersey Limited Liability Company, and they thereupon acknowledged that the Deed was signed and delivered by the company as its voluntary act and deed; that the delivery of the Deed by the company is the voluntary act and deed of the company and that the full and actual consideration paid for transfer of title to realty as evidenced by the within Deed, as consideration defined in P.L. 1968 c.49, Section 1(c) is \$40,417.00.

Section 1(c) is \$40,417.00.

Fred A Iskowitz at Law of New Jersey

STATE OF NEW JERSEY

COUNTY OF UNION

SS

BE IT REMEMBERED that on this 16th day of December, 1997, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared Maureen Aumann, who I am satisfied is the person who signed and delivered this document as his/her voluntary act and deed and he/she thereupon acknowledged the Affordable Housing Restrictions, Power of Attorney and all other terms contained in this Deed.

Douglas R. Cabana. Esq. Attorney at Law of New Jersey

APPORDABLE HOUSING DEED

BRAE LOCH ASSOCIATES, L.L.C. A New Jersey Limited Liability Company,

DATED: December 16 , 1997

Record and Return to:

(Grantor)

Douglas R. Cabana, Esq. 104 Elcock Avenue Boonton, N.J. 07005

Maureen Aumann

("Grantee")

DB4690 P059

CIS46 - Afficients of Consideration (TF-1 (Ew. 1/100) the Data 197	APPIDAVIT OF CONSI	PNEW JERSEY DERATION OR EXEMPT , P.L. 1968)	TION ALL-STATE Legal A Division of ALL-STATE International, Inc. 908-272-000.	•
	. /- 17	LEXEMPTION		
To be recorded with Deed pure	mant to c. 49, P.L. 1968, a	amended by c. 225, P.L.	1965 (N.J.S.A. 46:15-5 et seq.) /0 47	4/
Itate of New Jersey	**	Consideration \$	ORDER'S USE ONLY 13 40.90	
COUNTY OF UNION	88.	Date	40.50(0.	
	-	* Use symbol "C" to indica	ate that fee is exclusively for county use.	سا
<u>1) Party or legal represen</u>		ctions #3, 4 and 5 on rever	rse side.)	臣
Deponent Larry Panti	(†fages)		according to her upon his/her oath	Œ
eposes and says that he/she is the a	Member of Brae	Loch Associat	08, Linguisted dated 12/16/97	, <u>B</u>
ransferring real property identified as B		Oual C 0404	Lot No. 16	12
treatestable tem highered meautice in pr	10th to		Da Nu	113
ocated at 90 Brae Loch Dri	ve in the	drum, Municipality, Countys		. (S
Township of Boonton	t		No. Ja. and amount hereto	. Ig
2) CONSIDERATION Sendinger	-			TE TE
WW 1	N _{ell}	ked, the actual amount o	of money and the monetary value of an	v ŠŠ 2≅l v
ather thing of value constituting these	nifes companentian naid	or to be point for the tru	enefor of tills to the lands, tenoments o	
and agreed to be paid by the grantee with the transfer of title is \$XAXX	and any other lien or er	cumbrance thereon not	Mer is subject or which is to be assume usid, satisfied or removed in connection	<u> </u>
			fully exempt from the Realty Transfer Fe F7.) Mere reference to exemption symbol	es (X)
imposed by c.49, P.L. 1968, for the follow not sufficient.	wing reason(s): Explain in	detail. (See Instruction i	77.) Mere reference to exemption symbol	r BB
		<u></u>		_ 筒
	· · · · · · · · · · · · · · · · · · ·			
(4) PARTIAL EXEMPTION FROM	FEE NOTE	All boxes below apply to	grontor(s) only. ALL BOXES IN AP-	WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY
	PROPI void elg	VIATE CATEGORY MU im for partial recognition	grontor(s) only. ALL BOXES IN AP- ST BE CHECKED. Failure to do so wil (See Instructions #8 and #9.) Relly Transfer Fee imposed by c. 176. P	
Deponent claims that this deed tra L. 1975 for the following reason(s):	nsaction is exempt from th	e increased portion of the	Realty Transfer Fee imposed by c. 176, P	, E
A) SENIOR CITIZEN (See Inst	ruction #8.)	Owned and occupied by g		~ 8
Grantoris) 62 yrs. of age or ove	remises.	No joint owners other that	rantor(s) av time of sale. In spouse or, other qualified exempt owner	. 3
B) BLIND (See Instruction #8.)	DIS	ABLED (See Instrue	tion #8.)	8
☐ Grantor(a) legally blind. * ☐ One- or two-(amily residential)	Dromina D	Grantor(a) permanently s One or two-family resider	and totally disabled.	Ę
Owned and occupied by granto	r(s) at time of	Receiving disability paym	tente.	3
Sate. O No joint owners other than apo	use or other	Owned and occupied by g	and wo, and totally disabled. Intial premises. Interpretation of the control of	
qualified exempt owners.	0	Not gainfully employed. No joint owners other the	an apouse or other	CORD
 IN THE CASE OF HUSBAND AND WIFE, OF NEED QUALIFY. 	NLY ONE GRANTOR	qualified exempt owners.		VE.
C) LOW AND MODERATE INCO	OME HOUSING (See	Instruction #8)	· · · · · · · · · · · · · · · · · · ·	_ [ති
Affordable According to HUD Meets Income Requirements of	Standards. 2 f Region. 3	Reserved for Occupancy, Subject to Resale Control	is.	33(
b) NEW CONSTRUCTION (Se	ee Instruction #9.)		<u></u>	<u>óffice</u>
Intirely less improvement. Not previously used for any pu		Not previously occupied.	•	Ħ
Deponent makes this Affidavit to b	nduce the County Clerk or	Register of Doods to reco	rd the deed and accept the fee submitted	
herewith in accordance with the provise	ons of C 49, P.L. 1968.	\ / .		a.c
Subscribed and sworp to before me this 16th		<u> </u>	Brae Loch Associates, I	•
day of December, 1997	Larry Pantir	er	1325 Morris Avenue	
7	1325 Morris Union, N. J.		Union, N. J. 07083	
Fred A. Iskowitz	Address of Deposers		Actives of Courses in These of Balls	-
An Attorney At Law of New Jersey	anorati ten arti	· · · · · · · · · · · · · · · · · · ·	of Clark on Province of Province	
[h	ustrument Number	Сомп		
	leed Number leed Dated	Book Date Reco	Page	
- Ampone and server of the ser	THUR APPINAVIT DI PA	PULSTRUI GUT GAGE S	IONS ON THE REVERSE SIDE HEREOF.	
This format is precribed by the Director, I the approval of the Director.	Division of Taxation in the De	partment of the Treasury, as	required by law, and may not be altered withou	A
ORIGINAL - White Conv To be received to	e County.			
ORIGINAL - White Copy To be retained b BUPLICATE - Yellow Copy To be forward TRIPLICATE - Pink Copy Is your file copy	lad by County to Division of T	noliqmene kiltreq no nollura:	END OF DOCUM	

Prepared

ij

L. Oller, Esq.

Record & Return to: 5/019-2 ALICE B.

Eric Kapnick, Esq.

Fein, Such, Kahn & Shepard, PC 7 Century Drive-Suite 201

Barriruady. Naw Intrali 976

DEED

MORRIS COUNTY, NJ ANN F.GROSSI, COUNTY CLERK DEED-OR BOOK 22904 PG 138 RECORDED 05/10/2016 10:25:28 FILE NUMBER 2016026249 1153493; RECD BY: MStehr RECORDING FEES \$90.00 TOTAL TAX \$77.50

THIS DEED is made on April 28, 2016,

BETWEEN JOSE M. ROUCO, Widow, whose address is about to be 2929 SE Ocean Boulevard, Unit F-7, Stuart, Florida 34996, referred to herein as the Grantor,

simile AND MATTHEW SPENDER/whose post office address is about to be 92 Brae Loch, Boonton, New Jersey 07005, referred to herein as the Grantee.

The words Grantor and Grantee shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Seventy Seven Thousand Two Hundred Fifty Six and 00/100ths Dollars (\$77,256.00.)

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality: Township of Boonton. Block 41601, Lot 16, Qualifer C0403.

Property. The property consists of the land and all the buildings and structures on the land in the Township of Boonton, County of Morris, and State of New Jersey. The legal description is attached as Schedule A.

Also known as 92 Brae Loch Drive, Boonton, New Jersey 07005.

Being the same premises conveyed to Grantor by deed from Jennifer Lee Barnes, unmarried, and Jason Sullivan, unmarried, dated March 16, 2012 and recorded on March 19, 2012 in the Morris County Clerk's Office in Deed Book 21998 at Page 1498.

Subject to and together with easements, restrictions, reservations, agreements of record, if any, such state of facts as an accurate survey may disclose and to all applicable governmental and zoning regulations.

Affordable Housing Restriction. The Grantee's right, title, and interest in this property and the use, sale, resale, and rental of this property are subject to the terms, conditions, restrictions, limitations, and provisions set forth in the AFFORDABLE HOUSING AGREEMENT dated November 29, 1995, which was filed in the Office of the Morris County Clerk in Book 4393 at Page 261 on January 29, 1996, and is also on file with the Township of Boonton.

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 making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantors sign this Deed as of the date at the top of the first page.

Witnesse

Richard L. Oller, Esq.

DOF SOF

STATE OF NEW JERSEY

COUNTY OF MORRIS

:SS

I CERTIFY that on April 28, 2016, Jose M. Rouco personally came before me and acknowledged under oath, to my satisfaction, that he:

(a) is named in and personally signed this deed;

signed, sealed and delivered this deed as his act and deed; and (b)

made this Deed for \$77,256.00 as the full and dual consideration paid or to be (c) paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Ŕichard L. Oller

Attorney at Law of the State of New Jersey.

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Boonton, County of Morris, State of New Jersey more particularly described as:

Being known and designated as Unit 4-14, in Building No. 4, in Brae Loch Condominium, together with an aggregate . .8695 percent undivided interest in the common elements of said condominium appurtenant to the aforesaid Unit, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions, easements, agreements and other provisions set forth in the Master Deed of "Brae Loch Condominium" dated December 21, 1995, recorded January 29, 1996 in the Morris County Clerk's/Register's Office in Deed Book 4323 at Page 126. Amendment in Deed Book 4781 Page 83 and Amendment in Deed Book 5037 Page 117, and any amendments thereto.

NOTE (for informational purposes only): Tax Block 41601, Tax Lot 16, Qualifier C0403, Township of Boonton, County of Morris.

CERTIFICATION AS QUALIFIED PURCHASER FOR LOW/MODERATE AFFORDABLE CONDOMINIUM IN BRAE LOCH CONDOMINIUM

WHEREAS, certain specified condominiums (hereinafter "Affordable Condominiums") within Brae Loch Condominiums are subject to the terms, provisions and restrictions set forth in the Affordable Housing Plan in which plan was filed in the Office of the Clerk of Morris in Deed Book 4323 at Page on 261 and is on file with the Boonton Township Municipal Clerk, as well as Township Zoning Ordinance; and

WHEREAS, the Township of Boonton, having established rules and guidelines for qualifying of purchasers as Qualified Purchasers, and the below name purchaser(s) having made application has been determined to be a Qualified Purchaser(s) as specified in the Plan;

NOW, THEREFORE, in accordance with the Affordable Housing Plan for Brae, Loch at Boonton Township the Boonton Township Housing Administrator does hereby certify as follows:

- I have reviewed the Application for Certification of Matthew Spender (Purchaser) to be a Qualified Burchaser, of a Moderate/Low Income Affordable Condominium in Brae Loch along with all other relevant documentation submitted by Purchaser.
- 2) Based upon the information furnished by Purchaser concerning the Purchaser's Gross Aggregate Family Income, Family size, Sales Price and the certification by Purchaser that the information furnished is true and accurate to the best knowledge of Purchaser, this Purchaser is a Qualified Purchaser in compliance the requirements of the plan.

Upon closing of title, this Certification shall be recorded simultaneously with the deed conveying title of the above-described unit to the above referenced purchaser.

By:

Housing Administrator Township of Boonton

Signed this 15th day of March, 2016.

Sworn and subscribed before me this

ਾਨੇ Balifola A. DiCenzo Notary Public of New Jersey Ogmission Expires June 9, 2020



State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION			
Name(s)			
Jose M. Rouco			
Current Street Address			
2929 SE Ocean Boulevard - Unit F-7			
City, Town, Post Office Box		State	Zip Code
Stuart		FL	34996
PROPERTY INFORMATION			
Block(s)	Lot(s)	Qua	lifier
41601	16	C0403	
Street Address			······································
92 Brae Loch			
City, Town, Post Office Box Boonton		State NJ	Zip Code 07005
	tal Consideration	Owner's Share of Consideration	Closing Date
100% \$77(256.Q		100%	4/28/2016
SELLER'S ASSURANCES (Check the Ap	propriate Box) (Boxes 2	through 14 apply to Residents	and Nonresidents)
 Seller is a resident taxpayer (individual, will file a resident gross income tax retur property. 	rn, and will pay any applicable	taxes on any gain or income from th	e disposition of this
The real property sold or transferred is u Seller is a mortgagor conveying the mort additional consideration.	tgaged property to a mortgage	ee in forëclosure or in a transfer in lie	u of foreclosure with no
 Seller, transferor, or transferee is an age Jersey, the Federal National Mortgage A Association, or a private mortgage insura 	association, the Federal Home	States of America, an agency or autition Mortgage Corporation, the Gov	nority of the State of New vernment National Mortgage
5. Seller is not an individual, estate, or trus	t and is not required to make	an estimated gross income tax paym	ent.
6. The total consideration for the property it. 7. The gain from the sale is not recognized THE APPLICABLE SECTION). If the incobligation to file a New Jersey income to Seller did not receive non-like kind property. 8. The real property is being transferred by decedent's estate in accordance with the	s \$1,000 or less so the seller if for federal income tax purposedicated section does not ultimax return for the year of the salerty.	is not required to make an estimated tes under 26 U.S. Code section 721, ately apply to this transaction, the selle and report the recognized gain. of a decedent to a devisee or helr to	income tax payment. 1031, or 1033 (CIRCLE ller acknowledges the effect distribution of the
The real property being sold is subject to proceeds from the sale and the mortgage	o a short sale instituted by the	mortgagee, whereby the seller agree	ed not to receive any
10. The deed is dated prior to August 1, 200	•		
11. The real property is being transferred un property from the seller and then sells the	der a relocation company tran	saction where a trustee of the reloca	ition company buys the
12. The real property is being transferred be U.S. Code section 1041.		•	ent agreement under 26
 The property transferred is a cemetery p The seller is not receiving net proceeds settlement sheet. 	ilot. from the sale. Net proceeds fr	om the sale means the net amount d	lue to the seller on the
SELLER'S DECLARATION	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	B VEAUNELVARVAVARATAVRAININESAMERATAVRAIN
The undersigned understands that this declaration a statement contained herein may be punished by firm my knowledge and belief, it is true, correct and compreviously recorded or is being recorded simultaneously.	e, imprisonment, or both. I furthe plete. By checking this box I	rmore declare that I have examined this o certify that a Power of Attorney to repres	lactaration and, to the best of
4/28/2016	A.	n i Nouso	
Date	(Seller)	Signature Please indicate if Power of Attorney or Attorney	y in Fact
Date	(Seiler)	Signature Please Indicate if Power of Attorney or Attorne	y in Paci

RTF-1 (Rev. 7/14/10) MUBT SUBMIT IN DUPLICATE STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER (Chapter 49, P.L. 1988, 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 Consideration SS. County Municipal Code RTF paid by s COUNTY Моп!в 1402 Date 5-10-16 By MS-16/L MUNICIPALITY OF PROPERTY LOCATION Boonton Township "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) Jose M. Rouco according SWOM ироп (Name)
deposes and says that he/she is the <u>Grantor</u>
(Grantor, Legal Representative, Corporate Office in a deed dated April 28, 2016 transferring Lot number 16, CO403 real property identified as Block number 41601 located at 92 Brae Loch, Boonton Township, Morris County, New Jersey and аплехес thereto. (Street Address, Town) 77,256,00 (instructions #1 and #5 on reverse side) ho prior mortgage to which property is subject. (2) CONSIDERATION \$ (3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required. (3A)REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS; (See instructions #14 and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation \$ + % = \$
If Director's Ratio is less than 100% the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation. (4) FULL EXEMPTION FROM FEE (See instruction #8 on reverse side)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1988, as amended through C. 66, P.L. 2004, for the following reason(s). Mere interacts 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. Fellum to do so will void claim for partial exemption. Deponent claims that this dead ransaction is exempt from State positions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s): SENIOR CITIZEN

Grantor(s) 62 years of age or over. (Instruction #9 on reverse side for A or B)

BLIND PERSON

Grantor(s) legally blind or; *

DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments into gainfully employed* Sanior citizens, blind persons, or disabled persons must also meet all of the following criteria:

Dwned and occupied by grantor(s) at time of sale.

Done or two-family residential premises.

Dwners as joint teriage must all qualify. IN CASE OF HURBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALITY IF TENANTS BY THE ENTIRETY. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

Afterdable according to H.U.D. standards. X Subject to resale controls. Meets income requirements of region. (6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

| Entirely new improvement. | Not previously used for any purpose. | "NEW CONSTRUCTION" printed clearly at top of first rage 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 granter 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 agrended through Chapter 33, P.L. 2008. Sunature of Deponent Subscribed and swom to Before me Jose M. Rouco day of, Apr **Grantor Name** 92 Brae Loch 2929 SE Ocean Boulevard-Unit F-7 Boonton, New Jersey 07005 Stuart, Florida, 34996 Grantor Address at Time of Sale Deponent Address Richard L. Olier, Esq. Name/Company of Settlement Officer Last three digits in Grantor's Social Security Number FOR OFFICIAL USE ONLY MORG'S Instrument Number Deed Number
Dood Dated 4-29-204

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

Date Recorded 5 - 10 - 2016

STATE OF NEW JERSEY PO BOX 251 TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For Information on the Really Transfer Fee or to print a copy of this Alidavit, visit the Division of Taxation website at: www.state.nj.us/freasusy/taxetion/ip/localiax.htm

Morris County Recording Cover Sheet



Honorable Ann F. Grossi, Esq. Morris County Clerk

Official Use Only - Realty Transfer Fee

75.00

Official Use Only - Barcode

Date of Document: 06/36/2020

Type of Document: Affordable Housing Deed

MORRIS COUNTY, N.J ANN F.GROSSI, COUNTY CLERK DEED-OR BOOK 23829 PG 648 RECORDED 07/27/2020 09:58:15 FILE NUMBER 2020048671 RCFT 4: 1550128; RECD BY: TCole RECORDING FEES \$110.00 TOTAL TAX 475.00

First Party Name:

Barbara F. Drummond

Second Party Name: Matthew R. Westenberger

Additional Parties:

•	THE FOLLOWING SECTION IS	REQUIRED FOR DEEDS ONLY	
		1. V.	•

Block: 41601

Lot:

Qualifier C0402

Municipality:

Boonton Township

Consideration: \$74,756.00

Mailing Address of Grantee:

94 Brae Loch Drive

Boonton Township, New Jersey 07005

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOK & PAGE INFORMATION FOR AN ASSIGNMENT, RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE

Original Book:

Original Page: .

MORRIS COUNTY RECORDING COVER SHEET

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

WARNING: Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.

Affordable Housing Deed

This Deed is made on June 26, 2020 delivered June 30, 2020

BETWEEN

BARBARA F. DRUMMOND

whose post office address is 94 Brae Loch Drive, Boonton Township, New Jersey 07005 referred to as the Grantor,

AND

MATTHEW R. WESTENBERGER

whose post office address is about to be 94 Brae Loch Drive, Boonton Township, New Jersey 07005 referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

For and in consideration of the sum of Seventy-Four Thousand, Seven Hundred Fifty-Six and No/100 Dollars (\$74,756.00) to it well and truly paid by Grantee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in consideration of the covenants herein contained, the Grantor does grant and convey, bargain and sell, to the said Grantee the following described real property, situate, lying and being in the Township of Bootton, County of Morris and State of New Jersey, including the appurtenances thereto, in fee simple, subject to the provisions of the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et. seq.), its amendments and supplements, and to the provisions of that certain Master Deed for Brae Loch, a Condominium dated December 21, 1995, and recorded January 29, 1996 in the Morris County Clerk's Office in Deed Book 4323 at Page 126 and all amendments thereto (hereinafter the "Master Deed"), being more particularly described as Condominium Unit Number #04-13, as shown on Schedule B to said Master Deed, which property is more specifically defined in Master Deed aforesaid.

ALSO KNOWN AND DESIGNATED as a portion of Biock 41601, Lot No. 16, Qualifier No. C0402 on the official tax map of the Township of Boonton.

TOGETHER with the fee in an undivided <u>.8695</u> per cent interest in the common elements of said Condominium; and

TOGETHER with all easements granted to each unit owner by the said Master Deed.

SUBJECT to the provisions of the New Jersey Condominium Act, its supplements and amendments, and to the conditions, restrictions, covenants, and agreements set forth in the Master Deed aforesaid and the Bylaws of Brae Loch Condominium Association, Inc., and any amendments thereto.

SUBJECT to easements, zoning requirements, and other restrictions of record.

TO HAVE AND TO HOLD all and singular, the premises herein described, together with appurtenances, to the Grantee and to the Grantee's proper use and benefit forever.

AND THE GRANTOR covenants that it has not done or executed, or knowingly suffered to be done, any act, deed or thing whatsoever whereby, or by means thereof, the premises conveyed herein, or any part thereof, now are, or any time hereafter will or may be, charged or encumbered in any manner or way, whatsoever, except as set forth in the Master Deed and Bylaws, save and except for any and all utility easements and rights of way previously recorded or hereafter recorded in the Morris County Clerk's Office as provided for in the Master Deed.

PREPARED BY: LARRY S. RAIKEN, ESQ.

AND THE GRANTEE, by acceptance and delivery of this Unit Deed, for grantee, its heirs and assigns, does hereby consent to any and all amendments to said Master Deed and Bylaws and other documents as provided in and contemplated by the Master Deed; and does hereby agree to execute, acknowledge and deliver:

- 1. All documents evidencing consent to any other documents and to any and all amendments or supplements to the Master Deed, Bylaws, and any other Condominium document which may be required by any title insurance company selected to insure title to any unit(s), by any governmental authority having regulatory jurisdiction over the Condominium, or any mortgage lender.
- 2. All documents evidencing consent to any other documents and to any and all amendments or supplements to the Master Deed, Bylaws, to allow Grantor to amend the model type to establish the model mix in a particular building.
- 3. Provided however, that the Grantor, its successors and assigns, may not exercise the authority granted in paragraphs 1 and 2 hereinabove, without the written consent of the Grantee, if the amendment would substantially change the floor plan of the Unit, increase the financial obligation of the Grantee, reduce the value of the Unit, or reserve any special rights or privileges for Grantor under the Master Deed in a manner not otherwise specifically permitted in the Master Deed. Grantor's power of attorney shall be effective for a period of seven (7) years from the conveyance of title to the first Unit owner but in no event later than the closing of title to the last Unit in the spendominium.

The foregoing covenants shall be coupled with an interest in the subject matter and shall run with the title to the aforesaid described Condominium Unit. They shall be deemed to be for the benefit of the Grantor, every person who owns or shall own a unit in the Condominium, and Brae Loch Condominium Association, Inc., as representative of the owners of units in the Condominium.

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 PLAN which was filed in the Office of the Morris County Clerk in Book 4323 at page 261 and is also on file with the Township of Boonton.

This Unit is a <u>Moderate</u> income affordable housing unit and is subject to the restrictions contained in Section 11.59 of the Master Deed.

WHEREVER used in the masculine shall include the feminine and neuter and the singular as well as the plural, wherever necessary or appropriate. The converse of this shall also apply wherever necessary or appropriate.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly executed the day and year first above written.

Witness:

X Barbara F. Drummond

By execution of this Affordable Housing Deed, Grantee, its heirs, successors and assigns, does hereby accept delivery of this Affordable Housing Deed according to the terms provided herein and does irrevocably name, constitute, and appoint and confirm Grantor, its successors and assigns, as attorney-in-fact as provided in this Affordable Housing Deed and Section 10 of the Master Deed.

Witness:

PAULA J. DeBOUM

MATTHEW R. WESTENBERGER

STATE OF FLORIDA:	
: SS.	
COUNTY OF Lee:	
subscriber, a Notary Public of the State of Flory. I am satisfied, is the person who signed the with signed and delivered as her voluntary act and deed	day of, 2020, before me, the, personally appeared Barbara F. Drummond, who in Instrument, and she acknowledged that the Deed wa and that the full and actual consideration paid for transfe as consideration defined in P.L. 1968 c.49, Section 1(c) A Notary Public of the State of
STATE OF NEW JERSEY: : SS	
COUNTY OF MORRIS :	
satisfied, is the person who signed and delivered th	day of Jane, 2020, before me, the resonally appeared Matthew R. Westenberger, who, I am is document as his voluntary act and deed and he thereupor s, Power of Attorney, and all other terms contained in this
Deed.	
·	(Bull 6 R
•	PAULA DE BONA, ESO.
	Attorney at Law of New Jersey
=	

RECORD AND RETURN TO: ATTORNEY TITLE SERVICES 6 SOUTH AVENUE EAST

CRANFORD, NEW JERSEY 07016

CERTIFICATION AS QUALIFIED PURCHASER FOR LOW/MODERATE AFFORDABLE CONDOMINIUM IN BRAE LOCH CONDOMINIUM

WHEREAS, certain specified condominiums (hereinafter "Affordable Condominiums") within Brae Loch Condominiums are subject to the terms, provisions and restrictions set forth in the Affordable Housing Plan in which plan was filed in the Office of the Clerk of Morris in Deed Book 4323 at Page on 261 and is on file with the Boonton Township Municipal Clerk, as well as Township Zoning Ordinance; and

WHEREAS, the Township of Boonton, having established rules and guidelines for qualifying of purchasers as Qualified Purchasers, and the below name purchaser(s) having made application has been determined to be a Qualified Purchaser(s) as specified in the Plan;

NOW, THEREFORE, in accordance with the Affordable Housing Plan for Brae Loch at Boonton Township, the Boonton Township Housing Administrator does hereby certify as follows:

- 1) I have reviewed the Application for Certification of MATTHEW WESTENBERGER (Purchaser) to be a Qualified Purchaser, of a Moderate/Low Income Affordable Condominium in Brae Loch along with all other relevant documentation submitted by Purchaser.
- 2) Based upon the information furnished by Purchaser concerning the Purchaser's Gross Aggregate Family Income, Family size, Sales Price and the certification by Purchaser that the information furnished is true and accurate to the best knowledge of Purchaser, this Purchaser is a Qualified Purchaser in compliance the requirements of the plan.

Upon closing of title, this Certification shall be recorded simultaneously with the deed conveying title of the above-described unit to the above referenced purchaser.

Rv

Douglas Cabana Housing Administrator

Township of Boonton

Dated: June 23, 2020

Sworn and subscribed before me this 24th day of June, 2020.

1 / . . .

MAUREEN D. COMO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 3, 2020



SCHEDULE A -LEGAL DESCRIPTION

Title No.: ATS-3597-20

All that certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and being in the Township of Boonton, County of Morris, State of NJ, bounded and described as follows:

BEING known as and designated as Unit No. 04-13 situated in Brae Loch Condominium, a condominium, established in accordance with the N.J.S.A. 46:8-1, et seq., together with an undivided .8695% interest in the General Common elements of said condominium appurtenant to the aforesaid unit in accordance with and subject to the terms, conditions, covenants, restrictions, reservations easements, lien as for assessments, and other provisions as set forth in the current Master Deed of Brae Loch Condominium, dated December 21, 1995, recorded January 29, 1996, in the Office of the Morris Clerk/Register in Deed Book 4323, Page 126, as same may now or hereafter be lawfully amended.

FOR INFORMATION ONLY:
Commonly known as:
94 Brae Loch Drive
Boonton, NJ 07005

Also known as Block 41601, Lot(s) 16, C0402 on the Tax Map of the Township of Boonton.

.p o.

End of Schedule A - Description

Attorney Title Services, LLC 6 South Avenue East Cranford, New Jersey 07016 Tel: (908) 931-1966 * Fax: (908) 931-1967

GIT/REP-3 (8-19)

State of New Jersey Seller's Residency Certification/Exemption

(Print ór	Type)		.00,00,103				,		
Seller Name(s)	r's Informatio	n				,			
Barbara	F. Drummond	<u> </u>						VAA-1	
	reet Address. Coco Hammock Way	,	•	•			•		
	Post Office		• •	 		State		ZIP	Code
Ft. Myer		<u>. ;</u>			•		· FL ·		33908
	erty Information	on		Lol(s)				Qualifier	
Block(s) 4 6	01		16	LOI(S).				C 0402	<u>L </u>
Street Addr	ress Loch Drive								
City, Town,	Post Office					State	,	ZIP	Code ,
	Township		· ,		<u> </u>		NJ '	, ,	07005
Seller's Per	rcentage of Ownership	^ :	Total Con 74,756			74,756.0	are of Considers		30/2020
	Assurances (Ch	eck the Appro			ough 14 ap				
1. 🛮	Seller is a resident t will file a resident G	laxpayer (inclividu ross Income Tax	al, estate, or to return, and will	ust) of the State pay any applica	of New Jersey ble taxes on a	y pursuant to any gain or in	the New Jer	sey Gross Inc e disposition	ome Tax Act, of this property
2. 🗸	The real property so	old or transferred	s used exclusi	vely as a princip	al residence a	as defined in	26 U.S. Code	section 121.	
з. 🏻	Seller is a mortgago additional considera		mortgaged prop	erty to a mortga	gee in foreclo	sure or in a l	transfer in lieu	r of foreclosur	e with no
4. 🏻	Seller, transferor, or Jersey, the Federal	National Mortgag	ge Association,	the Federal Hom					
5 🗂	Association, or a pri Seller is not an indiv			THE ASSESSMENT OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TO THE PERSON	a an estimator	d Gross Inco	.; .me Tav navm	ent.	•
6.	The total considerat			Allen W					avment.
7.	The gain from the sa	ale is not recogni	ized for federal	income tax purp	ses under 26	3 U.S. Code	section 721.	1031, or 1033	(CIRCLÉ THE
	APPLICABLE SECT	ΠΟΝ). If the indic	cated section do	es not ultimately	apply to this	transaction,	the seller ack	nowledges th	e obligation to
	Seller did not receiv			ile bale and repo	or rie iscogn	izeu yairi. 🊵	•	·	
8.	The real property is decedent's estate in	being transferre	d by an executo	or or administrate of the decedent	or of a decede 's will or the in	nt to a devis	ee or heir to e of this State:	ffect distribut	ion of the
9. 🚨	The real property be proceeds from the s	eing sold is subje	ct to a short sal	le instituted by th	e mortgagee,	whereby the	seller agree		ve any
10. 🗖	The deed is dated p		, ,		-				•
11.	The real property is property from the se						of the relocat	ion company	buys the
12.	The real property is Code section 1041,	being transferred				-	erty settleme	nt agreement	under 26 U.S.
13. 🔲	The property transfe	•	ry plot			• .	•	1029	
14. 🗖	The seller is not rec settlement sheet.	eiving net procee	eds from the sal	le. Net proceeds	from the sale	means the	net amount du	e to the selle	r on the
15.	The seller is a retire trust, and is therefor						nue Service th	at the seller is	s a retirement
16. 🔲	The seller (and/or sp Armed Forces and in applicable and neith	is now selling the	property as a r						
Seller's I	Declaration								
The under	ersigned understands statement contained	that this declarat herein may be p	tion and its cont unished by fine	tents may be dis . imprisonment. «	closed or prov or both. I furth	vided to the f nermore deci	New Jersey D are that I have	ivision of Taxe e examined th	ation and that his declaration
and, to th	ne best of my knowled seller(s) has been pre	dge and belief, it i	is true, correct a	and complete. By	checking this	s box 🛄 l'o	entify that a P	ower of Attorn	ney to repre-
x 6/	26/20	,	x Ban	born F		in man	nd	•	,
· <u> </u>	Date	,	BARBA	Stan Alure Feel			of Attorney or	Attorney in Fa	act
•				· į	•				
·	Data			Signature /Selle	r) Indian	to if Dower	of Attorney or	Attomov in E	Tot .

,RTF-1 (Rev. 7/14/10) MUST SUBMIT IN DUPLICATE AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 48:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM. STATE OF NEW JERSEY FOR RECORDER'S USE ONLY Consideration \$ <u>74,756 OC</u> SS. County Municipal Code RTF pald by seller 1402 COUNTY MORRIS Date 7/2/2/2020 By TC MUNICIPALITY OF PROPERTY LOCATION Boonton Two. *Use symbol "C" to indicate that fee is exclusively for county use. (1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side) Barbara Drummond Deponent. belna duly according upon his/her oath. deposes and says that he/she is the Grantor in a deed dated ___/_ (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc., transferring real property identified as Block number 41601 Lot number 16 Qualifier C0402 located at 94 Brae Loch Drive, Boonton Township, New Jersey 07005 thereto (Street Address, Town) 74,756.00 (Instructions #1 and #5 on reverse side) \square no prior mortgage to which property is subject. (2) CONSIDERATION \$, (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 Railo is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Railo is equal to or in excess of 100%, the assessed value will be equal to the godinalized 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 \$66)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will vold claim for partial exemption. Deponent claims that this dead transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1976, C. 1976, L. 2004, and C. 66, P.L. 2004 for the following reason(a): Grantor(s) 62 years of age or over.*(Instruction #9 on reverse side for A or B)
Grantor(s) legally blind or, * SENIOR CITIZEN **BLIND PERSON** DISABLED PERSON Grantor(s) permanently and totally disabled recgiving 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. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) Affordable according to H.U.D. standards. Reserved for occupation
Subject to resale controls Meets income regulrements of region. (6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side) Not previously occupied.

"NEW CONSTRUCTION" printed clearly at top of first page of the deed. Entirely new Improvement. Not previously used for any purpose. (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. 2008. J. Bransmid Barbara F. Drummond X Bark Subscribed and sworn to before me this 20 day of June, 94 BraeLochDr, Boonton Twp,NJ SKIMBERLY R. NOLAN

MY COMMISSION # GCDD5762

EXPIRES SEPTEMBUT 8, 0020 Grantor's Social Security Number Name/Company of Settlement Officer FOR OFFICIAL USE ONLY Instrument Number 202004867 I County Deed Dated <u>6/26/202</u>0 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 08696-0251 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/freesury/taxation/ipt/localiax.ehtml.

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Appendix E – Vacant Land Adjustment

Eliminated bened on La daze unt shape, accessibility, essantrat reskictions Eliminated in Joulain Benediction of the Committee of the Committe

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