

# **Housing Element and Fair Share Plan**



**Township of Boonton, Morris County**

**May 5, 2025**

**Prepared by:**



**J Caldwell  
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Community Planning Consultants

## **2025 Housing Element and Fair Share Plan**

### **Boonton Township Morris, New Jersey**

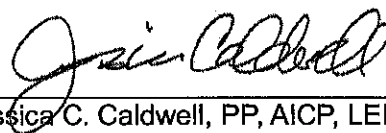
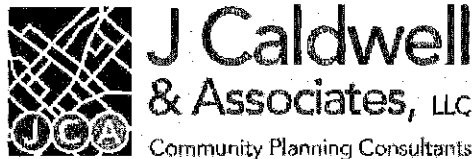
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**MAY 2025**

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

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

### **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 33<sup>rd</sup> largest in population (4,380, per the U.S. Decennial Census). The Township is the 34<sup>th</sup>-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.<sup>1</sup> 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<sup>2</sup> as it is a part of Tourney County Park.

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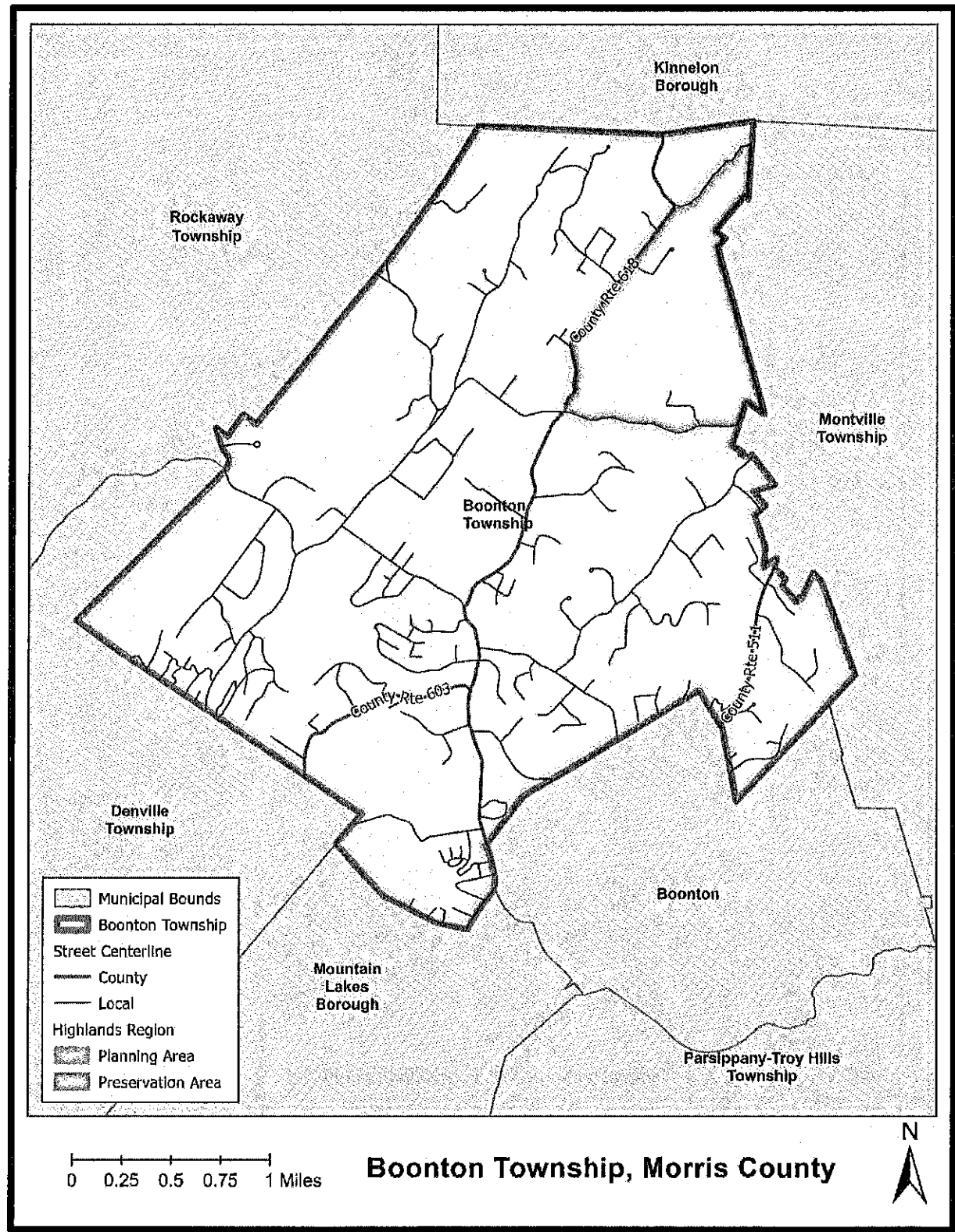
<sup>1</sup> The PA 5 Planning Area (Environmentally Sensitive Planning Area) in the SDRP consists of lands with critical environmental features, such as wetlands, forests, and habitats. Development is highly restricted to protect ecological integrity, with strict land use controls and limited infrastructure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

<sup>2</sup> 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.



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

Figure 1. Context Map



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

### 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:

1. 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.
5. 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.
7. 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



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

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.

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

### 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.

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

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 RMP<sup>3</sup> 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

<sup>3</sup> 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.

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

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**

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

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

<b>July 17, 2008</b>	Highlands Regional Master Plan adopted by the Highlands Council
<b>September 5, 2008</b>	Governor Corzine issues Executive Order 114, addressing the need for coordination between the Highlands Council and COAH
<b>November 12, 2008</b>	COAH grants extension to December 31, 2008 deadline to December 8, 2009 for any Highlands municipality
<b>September 9, 2009</b>	Boonton Township adopts a Third Round Housing Element. Consequently, the Third Round Plan was not reviewed by COAH and did not receive substantive certification.
<b>October 8, 2010</b>	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.
<b>September 26, 2013</b>	Supreme Court affirms October 2010 decision, remands COAH to undertake new rulemaking based on Prior Round Rules and Methodologies
<b>March 10, 2015</b>	Supreme Court divests COAH of jurisdiction of affordable housing and municipalities must file declaratory judgment actions with the Court by July 8, 2015.
<b>July 7, 2015</b>	Boonton Township files for declaratory judgement and petitioned for temporary immunity from builder's remedy lawsuits.
<b>November 13, 2017</b>	Boonton Township reaches a settlement agreement with the Fair Share Housing Center.
<b>January 31, 2018</b>	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.
<b>August 6, 2018</b>	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.
<b>March 20, 2024</b>	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
<b>October 18, 2024</b>	The NJ Department of Community Affairs publishes non-binding present and prospective need obligations
<b>January 27, 2025</b>	Boonton Township adopts Resolution #25-60 adopting Fourth Round affordable housing obligations.
<b>March 1, 2025</b>	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



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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:

1. 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;
2. 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;
5. A determination of the municipality's present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low- and moderate-income housing, 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 moderate-income housing;

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

7. 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 4,380. 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

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

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: U.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

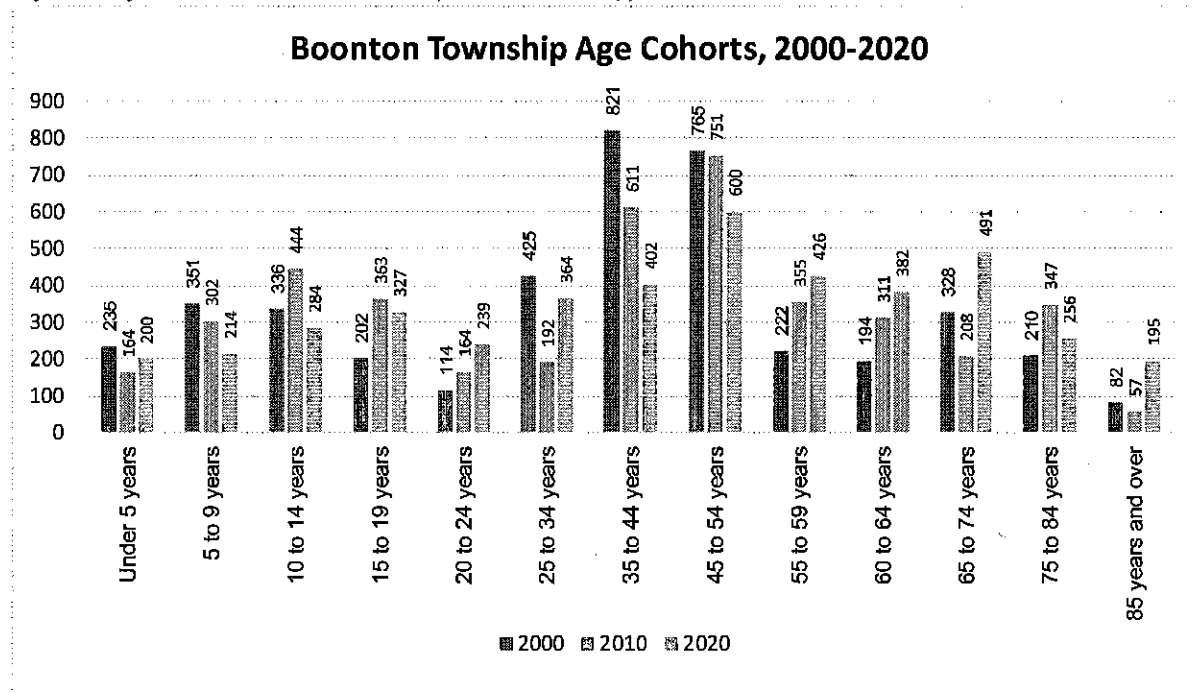
**Figure 2** presents data from the US Decennial Census on age distribution in Boonton Township for the years 2000, 2010, and 2020, highlighting shifts in demographic trends over the two decades. The data provides insights into population aging, growth in specific age groups, and potential implications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

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

Figure 2. Age Cohorts, 2000, 2010, 2020 (Boonton Township)



**SOURCE:**

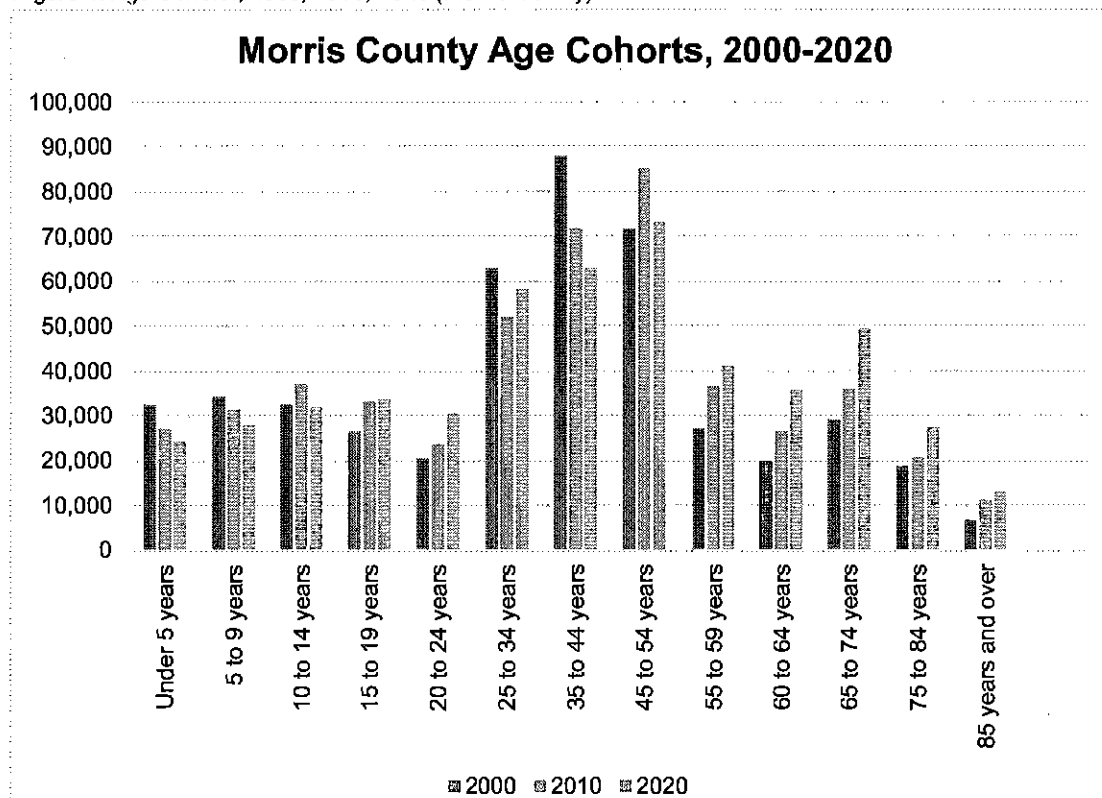
2000: UNITED STATES CENSUS BUREAU, 2000 DECENNIAL CENSUS, DP1, "PROFILE OF GENERAL DEMOGRAPHIC CHARACTERISTICS."

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."

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

Figure 3. Age Cohorts, 2000, 2010, 2020 (Morris County)



**SOURCES:**

U.S. Census Bureau. (2000). PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS. *DECENNIAL CENSUS, DEC DEMOGRAPHIC PROFILE, TABLE DP1.*

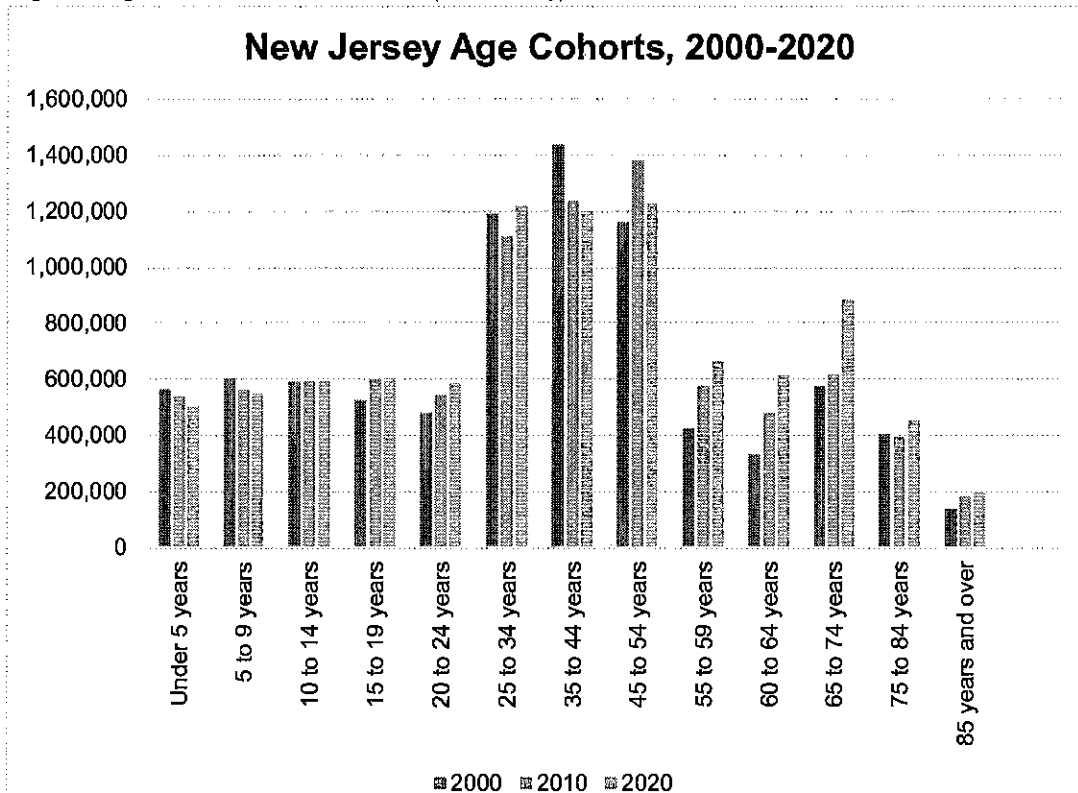
U.S. Census Bureau. (2010). DEMOGRAPHIC AND HOUSING ESTIMATES. *AMERICAN COMMUNITY SURVEY, ACS 5-YEAR ESTIMATES DATA PROFILE, DP05.*

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



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

Figure 4. Age Cohorts, 2000, 2010, 2020 (New Jersey)



**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.*

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

### 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 2010, 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	%
<b>Total Occupied Housing Units (Boonton Township)</b>	<b>1,476</b>	<b>100</b>	<b>1,575</b>	<b>100</b>	<b>1,504</b>	<b>100</b>
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
<b>Total Occupied Housing Units (Morris County)</b>	<b>169,711</b>	<b>100</b>	<b>180,534</b>	<b>100</b>	<b>188,496</b>	<b>100</b>
1-person household	36,545	21.5	42,424	23.5	44,379	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

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

Household Size	2000	%	2010	%	2020	%
<b>Total Occupied Housing Units (State)</b>	<b>3,064,645</b>	<b>100</b>	<b>3,214,360</b>	<b>100</b>	<b>3,426,102</b>	<b>100</b>
1-person household	751,353	24.5	811,221	25.2	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 Census, DEC Summary File 1, Table H013.*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.

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

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

Household Income	Percent of Households		
	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
<b>Boonton Township Median Household Income</b>	<b>\$91,753</b>	<b>\$117,333</b>	<b>\$145,050</b>
Morris County Median Household Income	\$77,340	\$91,469	\$117,298
New Jersey Median Household Income	\$55,146	\$67,681	\$85,245

SOURCE:

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 S1901.

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 S1901.

## 2.3 Employment Characteristics

### Workforce

Approximately 3,375 residents of Boonton's aged 16 and older is in the labor force,<sup>4</sup> 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 State (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

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.

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:

U.S. CENSUS BUREAU. (2020). SELECTED ECONOMIC CHARACTERISTICS. AMERICAN COMMUNITY SURVEY, ACS 5-YEAR ESTIMATES DATA PROFILES, TABLE DP03.

<sup>4</sup> 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."

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

### 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.



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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. The homeowner vacancy rate was 1.3% in the Township, slightly above Morris County (1.2%) but below the State average (1.5%). Boonton's rental 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%), suggesting a limited rental housing supply. The low homeowner and rental vacancy rates indicate

Table 7. Housing Occupancy and Tenure, 2020

Housing Occupancy and Tenure	Estimate	%
<b>Boonton Township</b>		
Total housing units	1,583	100
<b>Occupied housing units</b>	<b>1,504</b>	<b>95.0</b>
Owner-occupied	1,373	91.3
Renter-occupied	131	8.7
<b>Vacant housing units</b>	<b>79</b>	<b>5.0</b>
Homeowner vacancy rate	1.3	
Rental vacancy rate	1.5	
<b>Morris County</b>		
Total housing units	197,722	100
<b>Occupied housing units</b>	<b>188,496</b>	<b>95.3</b>
Owner-occupied	136,144	68.9
Renter-occupied	52,352	26.5
<b>Vacant housing units</b>	<b>9,226</b>	<b>4.7</b>
Homeowner vacancy rate	1.2	
Rental vacancy rate	5.5	
<b>New Jersey</b>		
Total housing units	3,761,229	100
<b>Occupied housing units</b>	<b>3,426,102</b>	<b>91.1</b>
Owner-occupied	2,098,500	55.8
Renter-occupied	1,327,602	35.3
<b>Vacant housing units</b>	<b>335,127</b>	<b>8.9</b>
Homeowner vacancy rate	1.5	
Rental vacancy rate	5.7	

SOURCE: UNITED STATES CENSUS BUREAU, 2020 DECENNIAL CENSUS, DP1, "PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS."

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

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,<sup>5</sup> 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
5. 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. The presence of seasonal housing suggests some use of homes for recreation, but overall, the data reflects a stable residential community with 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.

<sup>5</sup> 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>

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

### 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, 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 multi-family 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.

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.

### 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 trends 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. 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.

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 B25034.

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.

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

### 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.<sup>6</sup> 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
<b>Median</b>	<b>\$3,525</b>		<b>\$2,916</b>		<b>\$2,476</b>	
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
<b>Median</b>	<b>\$1,429</b>		<b>\$1,191</b>		<b>\$1,062</b>	

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

<sup>6</sup> 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."

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

### 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 absence of homes below \$200,000 and rental units below \$1,000 suggests that Boonton Township is primarily a high-income 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
<b>Median (dollars)</b>	<b>\$645,100</b>	
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
<b>Median (dollars)</b>	<b>\$2,212</b>	

**SOURCE:**

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

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

### 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

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.

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.

### 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.

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	0	0	2
2021	1	0	0	1
2022	2	0	0	2
2023	4	0	0	4
Dec. 2024 YTD	2	0	0	2
<b>Total</b>	<b>98</b>	<b>29</b>	<b>0</b>	<b>127</b>

SOURCE: NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS, HOUSING UNITS CERTIFIED, 2004 - 2024

#### 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 for large-scale 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 in the northwestern portion of the municipality. The 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.



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

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 Capacity<sup>7</sup>, Resource Based Capacity<sup>8</sup>, and Utility Based Capacity<sup>9</sup>. The results of this analysis are identified in the table below.

Table 15. Municipal Build-Out Results, 2009

Municipal Build-out Results with Resource and Utility Constraints			
	Preservation Area	Planning Area	Total
<b>Residential Units – Sewered</b>	0	0	0
<b>Septic System Yield</b>	0	34	34
<b>Total Residential Units</b>	0	34	34
<b>Non-Residential Jobs - Sewered</b>	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	%
<b>Total Preserved Lands</b>	<b>1,166</b>	<b>100</b>
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

<sup>7</sup> Potential developed lands.

<sup>8</sup> Septic system yield and net water availability.

<sup>9</sup> Public water and wastewater.

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

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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.<sup>10</sup> 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<sup>11</sup> as it is a part of Tourne County Park

### *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.

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<sup>10</sup> 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.

<sup>11</sup> 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.

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

### *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.

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

### 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

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

### *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
<b>Total Units</b>	<b>119</b>

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.



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

### *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 (Min. 50% Family Rental)	Minimum 40 Units 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



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

3. Steep slopes > 20%
4. Category 1 Waterways/Riparian Areas
5. 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 Acres	Density	RDP
41205	31.01	2.23	8	3.6
<b>Total RDP</b>				<b>4 units</b>
Fourth Round Prospective Need				81 units
Unmet Need Fourth Round				77 units
Third Round Carryover				79 units
<b>Total Unmet Need</b>				<b>156 Units</b>

#### *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 N.J.S.A. 52:27D-310.1 and N.J.A.C. 5:93-4.2, which resulted in an RDP of four (4) units. The Township also proposes a durational adjustment pursuant to N.J.A.C. 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*

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

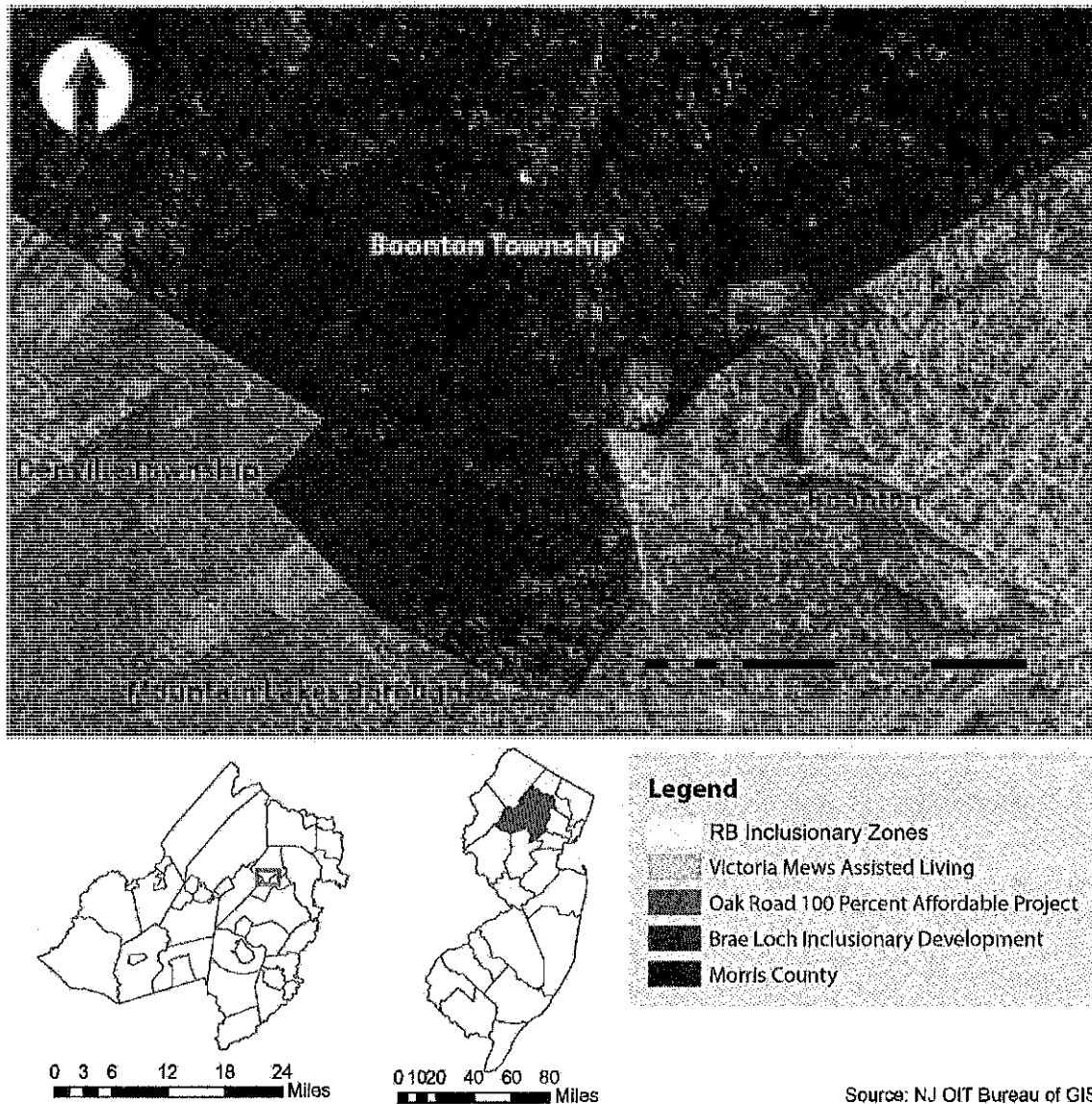
***Municipally Sponsored/100 Percent Affordable***

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*

<b>Site Suitability Criteria</b>	<b>Complies? (Y/N)</b>	<b>Notes</b>
<b>Clear title/free of encumbrances</b>	<b>Y</b>	No title issues, owned by Boonton Township
<b>Compatibility with Surrounding Land Uses</b>	<b>Y</b>	Surrounded by residential uses
<b>Approvable as a residential development by all agencies with jurisdiction</b>	<b>Y</b>	Some constraints, application in to NJDEP to bring in unconstrained area into sewer service area
<b>Available Infrastructure – water, sewer, utilities, roads</b>	<b>Y/N</b>	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



Source: NJ OIT Bureau of GIS

### 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

Summary of Fourth Round Fair Share Plan Township of Boonton, Morris County				
Project Name	Type	Units	Bonuses	Total Credits
<b>Fourth Round</b>				
<b>Proposed Mechanisms</b>				
Extension of Expiring Controls	Brae Loch Family for Sale	24		24
	<b>Total Extensions of Expiring Controls</b>	24	0	24
<b>Durationally Adjusted Mechanisms/Unmet Need Mechanisms</b>				
<b>Inclusionary Zoning (Redevelopment Potential)</b>				
RB Zone – Lot 1.01, Block 40702	Family Rental	6	3**	9
	<b>Total Inclusionary</b>	6	3	9
<b>100% Affordable</b>				
N. Main Street/Oak Road Site	Family Rental	60	37***	97
	<b>Total 100% Affordable</b>	60	37	97
<b>Fourth Round Fair Share Plan Total</b>				<b>130</b>
<b>RDP Met</b>				<b>4</b>
<b>RDP (Redevelopment) Met</b>				<b>1</b>
<b>Unmet Need Met</b>				<b>126</b>
<b>Remaining Unmet Need</b>				<b>30</b>
<b>Fourth Round Summary Obligation</b>				<b>160</b>
<b>Maximum Senior – 30% (48 units)</b>				<b>0</b>
<b>Minimum Family Housing – 50% (80 units)</b>				<b>130</b>
<b>Minimum Rental – 25% (40 units)</b>				<b>94</b>
<b>Minimum Family Rental – 50% of Rental (20 units)</b>				<b>94</b>
<b>Maximum Bonus Credits – 25% (40 units)</b>				<b>40</b>
*0.5 credit bonus applies if the Township contributes funding to extend the controls				
**0.5 bonus credit for redevelopment of retail, office or commercial tenants				
**0.5 bonus credit available for municipally sponsored 100% affordable projects				
<b>Rehabilitation</b>				
Morris County Rehabilitation Program	Proposed Rehabilitations	4	0	4
<b>Fourth Round Rehabilitation/Present Need Total</b>				<b>4</b>

# 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: V. Matt Rues


Seconded by: B. Houan

Vote: 9-0


Dated: May 5, 2025

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

**§ 102-195.5. New construction.**

The following general guidelines apply to all newly constructed developments that contain low- and 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. 5:23-7.7.

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 age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
  - (2) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
  - (3) The household is currently in substandard or overcrowded living conditions;
  - (4) The household documents the existence of assets with which the household proposes to supplement the rent payments; or
  - (5) The household documents proposed third-party assistance from an outside source, such as a family member, in a form acceptable to the administrative agent 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.

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**§ 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<sup>1</sup>]**

- (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

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1. Editor's Note: This ordinance also amended the section title of § 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. 864<sup>2</sup>]**

**(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.

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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;

- (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.

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**§ 102-190. Mixed-income housing.<sup>1</sup> [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:

<b>Positions of Building Walls</b>	<b>Minimum Distance Between Buildings at Any Point (feet)</b>
Front facing front	65
Front facing rear	65
Front facing side	65
Rear facing rear	50
Rear facing side	25

1. 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.



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Positions of Building Walls	Minimum Distance Between Buildings at Any Point (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.

**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 XXXIII.A, 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:

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Positions of Building Walls	Minimum 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.

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- (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 Code<sup>1</sup> 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. 865<sup>2</sup>]**

I. 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.<sup>3</sup>

**§ 102-178. (Reserved)<sup>4</sup>**

**§ 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

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

2. 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.

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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].<sup>5</sup> [Amended 4-24-2018 by Ord. No. 865]

- 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 rental 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)<sup>6</sup>

#### § 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.<sup>7</sup>

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

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

7. 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**

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**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**

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### **INTRODUCTION**

Boonton Township, Morris County, has prepared a Housing Element and Fair Share plan that addresses its 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**

Source of Funds	Up to 12/31/2025	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
(a) Development Fees	\$89,032												
1. Approved Residential and Nonresidential Development Projects	NA	\$2,500	\$2,500	\$2,500									\$7,500
2. Projected Residential Development Projects Only	NA	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$99,000
3. Projected Non-Residential Development Projects (New construction only)	NA	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$55,000
(b) Payments in lieu of Construction	NA												
(c) Other Funds (specify source)	NA												
Subtotal	\$89,032	\$16,500	\$16,500	\$16,500	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$161,500
(d) Interest	NA	\$388	\$388	\$388	\$388	\$388	\$388	\$388	\$388	\$388	\$388	\$388	\$4,268
Total Revenue from Development Fees	\$89,032	\$16,888	\$16,888	\$16,888	\$14,388	\$14,388	\$14,388	\$14,388	\$14,388	\$14,388	\$14,388	\$14,388	\$165,768

Boonton Township projects a total of **\$254,800** to be collected between January 1, 2025 and December 31, 2035 for residential and non-residential new construction. Projections are based on projected development as it relates to permits issued within the Township over the last 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 its 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.





**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**

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

# 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**

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## 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
3. 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;
3. 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
8. 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:

1. 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:

1. 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
2. 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:

1. 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>
3. 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.homelessolutions.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.housingpartnershipnj.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.morriscountynj.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.housingpartnershipnj.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 (l). 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](http://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.
6. 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.
7. 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 non-eligibility. (The certification is valid for 180 days, and may be renewed by updating income-verification information.)
3. 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)
4. 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.
6. 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.)
7. 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, Address, Phone Number		1b. Development or Program Name, Address	
1c. Number of Affordable Units:	1d. Price or Rental Range  From  To	1e. State and Federal Funding Sources (if any)	
Number of Rental Units:			
Number of For-Sale Units:			
1f. <input type="checkbox"/> Age Restricted  <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates  Advertising: Occupancy:		
1h. County <b>Essex, Morris, Union, Warren</b>		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

## II. RANDOM SELECTION

2. Describe the random selection process that will be used once applications are received.

### III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)			
<input type="checkbox"/> White (non-Hispanic) <input type="checkbox"/> Black (non-Hispanic) <input type="checkbox"/> Hispanic <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> Other group:			
3b. HOUSING RESOURCE CENTER ( <a href="http://www.njhousing.gov">www.njhousing.gov</a> ) A free, online listing of affordable housing <input type="checkbox"/>			
3c. Commercial Media (required) (Check all that applies)			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
<b>TARGETS ENTIRE HOUSING REGION 2</b>			
Daily Newspaper			
<input type="checkbox"/>		Star-Ledger	
<input type="checkbox"/>		New York Times	
<b>TARGETS PARTIAL HOUSING REGION 2</b>			
Daily Newspaper			
<input type="checkbox"/>		Daily Record	Morris
<input type="checkbox"/>		Express Times	Warren
Weekly Newspaper			
<input type="checkbox"/>		Belleville Post	Essex
<input type="checkbox"/>		Belleville Times	Essex
<input type="checkbox"/>		Bloomfield Life	Essex
<input type="checkbox"/>		East Orange Record	Essex
<input type="checkbox"/>		Glen Ridge Paper	Essex
<input type="checkbox"/>		Glen Ridge Voice	Essex
<input type="checkbox"/>		Independent Press	Essex
<input type="checkbox"/>		Irvington Herald	Essex
<input type="checkbox"/>		Item of Millburn and Short Hills	Essex
<input type="checkbox"/>		Montclair Times	Essex
<input type="checkbox"/>		News-Record	Essex
<input type="checkbox"/>		Nutley Journal	Essex
<input type="checkbox"/>		Nutley Sun	Essex



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

<input type="checkbox"/>		Scotch Plains Times (Fanwood Times)	Union
<input type="checkbox"/>		Spectator Leader	Union
<input type="checkbox"/>		Union Leader	Union
<input type="checkbox"/>		Warren Reporter	Warren

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<b>TARGETS ENTIRE HOUSING REGION 2</b>			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	
		3 KYW-TV Cbs Broadcasting Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, Llc	
<input type="checkbox"/>		41 WXTV Wxtv License Partnership, G.p. (Univision Communications Inc.)	
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		54 WTBY-TV Trinity Broadcasting Of New York, Inc.	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	

<input type="checkbox"/>		62 WRNN-TV Wrnn License Company, Llc	
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corporation	
<input type="checkbox"/>		68 WFUT-TV Univision New York Llc	Spanish
<b>TARGETS PARTIAL HOUSING REGION 2</b>			
<input type="checkbox"/>		42 WKOB-LP Nave Communications, Llc	Essex
<input type="checkbox"/>		22 WMBQ-CA Renard Communications Corp.	Essex, Morris, Union
<input type="checkbox"/>		66 WFME-TV Family Stations Of New Jersey, Inc.	Essex, Morris, Union
<input type="checkbox"/>		21 WLIW Educational Broadcasting Corporation	Essex, Union
<input type="checkbox"/>		60 W60AI Ventana Television, Inc	Essex, Union
<input type="checkbox"/>		36 W36AZ New Jersey Public Broadcasting Authority	Morris
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Morris, Union, Warren
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	Morris, Union, Warren
<input type="checkbox"/>		23 W23AZ Centenary College	Morris, Warren
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Morris, Warren
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	Morris, Warren
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Morris, Warren
<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed Tv Association	Morris, Warren
<input type="checkbox"/>		56 WOLF-TV Wolf License Corp	Morris, Warren
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Morris, Warren
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Morris, Warren
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	Warren
<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Warren
<input type="checkbox"/>		17 WPHL-TV Tribune Company	Warren
<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc.	Warren
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Warren

<input type="checkbox"/>		38 WSWB Mystic Television of Scranton Llc	Warren
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	Warren
<input type="checkbox"/>		49 W49BE New Jersey Public Broadcasting Authority	Warren
<input type="checkbox"/>		55 W55BS New Jersey Public Broadcasting Authority	Warren
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc.	Warren
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	Warren

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
<b>TARGETS PARTIAL HOUSING REGION 2</b>			
<input type="checkbox"/>		Cablevision of Newark	Partial Essex
<input type="checkbox"/>		Comcast of NJ (Union System)	Partial Essex, Union
<input type="checkbox"/>		Cablevision of Oakland	Partial Essex, Morris
<input type="checkbox"/>		Cable Vision of Morris	Partial Morris
<input type="checkbox"/>		Comcast of Northwest NJ	Partial Morris, Warren
<input type="checkbox"/>		Patriot Media & Communications	Partial Morris
<input type="checkbox"/>		Service Electric Broadband Cable	Partial Morris, Warren
<input type="checkbox"/>		Cablevision of Elizabeth	Partial Union
<input type="checkbox"/>		Comcast of Plainfield	Partial Union
<input type="checkbox"/>		Cable Vision of Morris	Partial Warren
<input type="checkbox"/>		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
<b>TARGETS ENTIRE HOUSING REGION 2</b>			
<b>AM</b>			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
<b>FM</b>			
<input type="checkbox"/>		WFNY-FM 92.3	
<input type="checkbox"/>		WPAT-FM 93.1	Spanish

<input type="checkbox"/>		WNYC-FM 93.9	
<input type="checkbox"/>		WFME 94.7	Christian
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WRKS 98.7	
<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WHTZ 100.3	
<input type="checkbox"/>		WCBS-FM 101.1	
<input type="checkbox"/>		WKXW-FM 101.5	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WAXQ 104.3	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WLTW 106.7	
<b>TARGETS PARTIAL HOUSING REGION 2</b>			
<b>AM</b>			
<input type="checkbox"/>		WWRL 1600	Essex
<input type="checkbox"/>		WXMC 1310	Essex, Morris
<input type="checkbox"/>		WWRV 1330	Essex, Morris (Spanish)
<input type="checkbox"/>		WZRC 1480	Essex, Morris (Chinese/Cantonese)
<input type="checkbox"/>		WMCA 570	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WNYC 820	Essex, Morris, Union
<input type="checkbox"/>		WCBS 880	Essex, Morris, Union
<input type="checkbox"/>		WPAT 930	Essex, Morris, Union (Caribbean, Mexican, Mandarin)
<input type="checkbox"/>		WWDJ 970	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WINS 1010	Essex, Morris, Union
<input type="checkbox"/>		WEPN 1050	Essex, Morris, Union
<input type="checkbox"/>		WKMB 1070	Essex, Morris, Union (Christian)

<input type="checkbox"/>		WBBR 1130	Essex, Morris, Union
<input type="checkbox"/>		WLIB 1190	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WMTR 1250	Essex, Morris, Union
<input type="checkbox"/>		WADO 1280	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WNSW 1430	Essex, Morris, Union (Portuguese)
<input type="checkbox"/>		WJDM 1530	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WQEW 1560	Essex, Morris, Union
<input type="checkbox"/>		WWRU 1660	Essex, Morris, Union (Korean)
<input type="checkbox"/>		WCTC 1450	Union
		WCHR 1040	Warren
		WEEX 1230	Warren
		WNNJ 1360	Warren
		WRNJ 1510	Warren
FM			
<input type="checkbox"/>		WMSC 90.3	Essex
<input type="checkbox"/>		WFUV 90.7	Essex
<input type="checkbox"/>		WBGO 88.3	Essex, Morris, Union
<input type="checkbox"/>		WSOU 89.5	Essex, Morris, Union
<input type="checkbox"/>		WKCR-FM 89.9	Essex, Morris, Union
<input type="checkbox"/>		WFMU 91.1	Essex, Morris, Union
<input type="checkbox"/>		WNYE 91.5	Essex, Morris, Union
<input type="checkbox"/>		WSKQ-FM 97.9	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WBAI 99.5	Essex, Morris, Union
<input type="checkbox"/>		WDHA -FM 105.5	Essex, Morris, Union
<input type="checkbox"/>		WCAA 105.9	Essex, Morris, Union (Latino)
<input type="checkbox"/>		WBLS 107.5	Essex, Morris, Union
<input type="checkbox"/>		WHUD 100.7	Essex, Morris, Warren
<input type="checkbox"/>		WPRB 103.3	Essex, Union, Warren
<input type="checkbox"/>		WMNJ 88.9	Morris
<input type="checkbox"/>		WJSV 90.5	Morris



<input type="checkbox"/>		WNNJ-FM 103.7	Morris, Warren
<input type="checkbox"/>		WMGQ 98.3	Union
<input type="checkbox"/>		WCTO 96.1	Union, Warren
<input type="checkbox"/>		WNTI 91.9	Warren
<input type="checkbox"/>		WSBG 93.5	Warren
<input type="checkbox"/>		WZZO 95.1	Warren
<input type="checkbox"/>		WAEB-FM 104.1	Warren
<input type="checkbox"/>		WHCY 106.3	Warren

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
<b>TARGETS ENTIRE HOUSING REGION 2</b>			
Monthly			
<input type="checkbox"/>	Sino Monthly	North Jersey/NYC area	Chinese-American
<b>TARGETS PARTIAL HOUSING REGION 2</b>			
Daily			
<input type="checkbox"/>	24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly			
<input type="checkbox"/>	Arab Voice Newspaper	North Jersey/NYC area	Arab-American
<input type="checkbox"/>	Brazilian Voice, The	Newark	Brazilian-American
<input type="checkbox"/>	Catholic Advocate, The	Essex County area	Catholic
<input type="checkbox"/>	La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>	Italian Tribune	North Jersey/NYC area	Italian community
<input type="checkbox"/>	New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>	El Nuevo Coqui	Newark	Puerto Rican community
<input type="checkbox"/>	Banda Oriental Latinoamérica	North Jersey/NYC area	South American community
<input type="checkbox"/>	El Especialito	Union City	Spanish-Language
<input type="checkbox"/>	La Tribuna Hispana	Basking Ridge, Bound Brook, Clifton, East Rutherford, Elizabeth, Fort Lee, Greebrook, Linden, Lydenhurst, Newark, North	Spanish-Language

			Plainfield, Orange, Passaic, Paterson, Plainfield, Roselle, Scotch Plains, Union, Union City, West NY	
<input type="checkbox"/>		Ukranian Weekly	New Jersey	Ukranian community

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY	LOCATION
<b>Essex County</b>		
<input type="checkbox"/>	Newark Liberty International Airport	Newark Airport, Newark, NJ
<input type="checkbox"/>	Verizon Communications	540 Broad St Newark, NJ 07102
<input type="checkbox"/>	Prudential Financial, Inc.	751 Broad St Newark, NJ 07102
<input type="checkbox"/>	Continental Airlines	1 Newark Airport, Newark, NJ
<input type="checkbox"/>	University of Medicine/Dentistry	Office of Marketing & Media Relations 150 Bergen Street Room D347 Newark, NJ 07103
<input type="checkbox"/>	Public Service Enterprise Group	80 Park Plz Newark, NJ 07102
<input type="checkbox"/>	Prudential Insurance	751 Broad Street, Newark, NJ 07102-3777
<input type="checkbox"/>	Horizon Blue Cross & Blue Shield of NJ	3 Raymond Plz W Newark, NJ 07102
<input type="checkbox"/>	Newark Liberty International Airport	Newark Airport, Newark, NJ
<input type="checkbox"/>	Horizon Blue Cross & Blue Shield of NJ	540 Broad St Newark, NJ 07102
<b>Morris County</b>		
<input type="checkbox"/>	Atlantic Health System-Morristown Memorial Hospital	100 Madison Avenue Morristown, NJ 07962
<input type="checkbox"/>	AT&T	295 N Maple Ave, Basking Ridge, NJ and 180 Park Ave, Florham Park, NJ
<input type="checkbox"/>	US Army Armament R&D	21 Picatinny Arsenal, Picatinny Arsnl, NJ
<input type="checkbox"/>	Lucent Technologies	67 Whippany Rd, Whippany, NJ and 475 South St, Morristown, NJ and 5 Wood Hollow Rd, Parsippany, NJ and 24 Mountain Ave, Mendham, NJ
<input type="checkbox"/>	Pfizer	Morris Plains/Parsippany
<input type="checkbox"/>	Novartis Pharmaceutical	59 State Route 10, East Hanover, NJ
<input type="checkbox"/>	Kraft foods	200 Deforest Ave, East Hanover, NJ and 7 Campus Dr, Parsippany, NJ
<input type="checkbox"/>	Mennen Sports Arena	161 E Hanover Ave, Morristown, NJ

<input type="checkbox"/>		Honeywell	101 Columbia Rd Morristown, NJ 07960
<input type="checkbox"/>		Pfizer	5 Woodhollow Rd, Parsippany and 175 Tabor Rd, Morris Plains
<input type="checkbox"/>		St. Clare's Hospital	130 Powerville Road Boonton Township, NJ 07005 and 25 Pocono Road Denville, NJ 07834 and 400 West Blackwell Street Dover, NJ 07801 and 3219 Route 46 East, Suite 110 Parsippany, NJ 07054

## Union County

<input type="checkbox"/>		A&M Industrial Supply Co	1414 Campbell St Rahway
<input type="checkbox"/>		A.J. Seabra inc,	574 Ferry St Newark
<input type="checkbox"/>		Bristol-myers Products Research & Dev	1350 Liverty Ave Hillside
<input type="checkbox"/>		Cede Candy Inc	1091 Lousons Road PO Box 271 Union, NJ
<input type="checkbox"/>		Comcast Network	800 Rahway Ave Union, NJ
<input type="checkbox"/>		HoneyWell Inc.	1515 West Blancke Street Bldgs 1501 and 1525 Linden, NJ
<input type="checkbox"/>		IBM Corporation	27 Commerce Drive Cranford, nj
<input type="checkbox"/>		Howard Press	450 West First Ave Roselle,nj
<input type="checkbox"/>		Lucent Technologies	600 Mountain Ave Murray Hill,NJ
<input type="checkbox"/>		Merck & Co. Inc	1 Merck Drive PO Box 2000 (RY60-200E) Rahway, NJ
<input type="checkbox"/>		Rahway Hospital	865 Stone Street Rahway, NJ
<input type="checkbox"/>		Rotuba Extruders, Inc	1401 Park Ave South Linden
<input type="checkbox"/>		Union County College	1033 Springfield Ave Cranford,NJ

## Warren County

<input type="checkbox"/>		Masterfoods USA	800 High Street Hackettstown, NJ
<input type="checkbox"/>		Warren Hospital	185 Roseberry St Phillipsburg, NJ
<input type="checkbox"/>		Roche Vitamins	206 Roche Drive Belvidere, NJ
<input type="checkbox"/>		Hackettstown Hospital	651 Willow Grove St. Hackettstown, NJ
<input type="checkbox"/>		Pechiney	191 Route 31 North Washington, NJ
<input type="checkbox"/>		Lopatcong Care Center	390 Red School Lane Phillipsburg, NJ
<input type="checkbox"/>		Mallinckrodt/Baker, Inc	222 Red School Lane Phillipsburg, NJ

--

3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)			
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach


#### IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:	
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)	
<input type="checkbox"/>	<b>BUILDING</b>
<input type="checkbox"/>	<b>LOCATION</b>
<input type="checkbox"/>	Morris County Library
<input type="checkbox"/>	30 East Hanover Avenue, Whippany, NJ 07981
<input type="checkbox"/>	Warren County Library Headquarters
<input type="checkbox"/>	199 Hardwick Street, Belvidere, NJ 07823
<input type="checkbox"/>	Essex County/Hall of Records
<input type="checkbox"/>	465 Dr. Martin Luther King, Jr. Blvd, Newark, NJ 07102 (973)621-4400
<input type="checkbox"/>	Union County/Administration Building
<input type="checkbox"/>	Elizabethtown Plaza, Elizabeth, NJ 07207 (908)527-4100
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)	
4c. Sales/Rental Office for units (if applicable)	

#### V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).	
Name (Type or Print)	
Title/Municipality	
Signature	Date

# Appendix E – Deed Restrictions

<b>Morris County Recording Cover Sheet</b>    <b>Honorable Ann F. Grossi, Esq.</b> <b>Morris County Clerk</b>		<b>MORRIS COUNTY, NJ</b> Ann F. Grossi DEED-OR BOOK 24566 PG 1566 RECORDED 02/16/2023 08:49:03 FILE NUMBER 2023005527 RCPT # 1788577; RECD BY: NJACKSON eRecord RECORDING FEES 90.00 TOTAL TAX 2,066.00 INDEX FEE
Official Use Only - Realty Transfer Fee  \$2,066		Official Use Only - Barcode
Date of Document: 2023-01-31	Type of Document: DEED AND REALTY TAX FEES	
First Party Name: Zoraya E Forero	Second Party Name: John Perry Haggerty	
Additional Parties:		

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block: 11101,	Lot: 18
Municipality: BOONTON TWP	
Consideration: 345000.00	
Mailing Address of Grantee: 223 Summit Drive 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:

<p align="center"><b>MORRIS COUNTY RECORDING COVER SHEET</b></p> <p align="center">Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.</p> <p align="center"><b>WARNING:</b> Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.</p>
--



WS13334

**Deed**

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

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. 46:26A-3) Municipality of Township 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 Beltran, 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 Beltran 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 21174, Page 1718.

The above premises are sold subject to easements and restrictions of record, such state of facts as an accurate survey would reveal and the Zoning Ordinance of the Township of Boonton.

Prepared by:  
  
 Bernard P. Bacchetta, Esq.

(For Recorder's Use Only)



# Fidelity National Title Insurance Company

## 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 on 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.*

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

NJRB 3-09  
Last Revised 05/23/17

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W543334

**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.

*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.*

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

NJRB 3-09  
Last Revised 05/23/17

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W543334

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:

Zoraya E. Forero (Seal)  
 Zoraya E. Forero

(Seal)

STATE OF NEW JERSEY, COUNTY OF MORRIS

SS:

I CERTIFY that on JAN. 31, 2023,

Zoraya E. Forero, single

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 \$ 345,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:

**Welchert Title**  
**1909 Route 70 East**  
**Cherry Hill, NJ 08003**

Bernard P. Bacchetta  
**BERNARD P. BACCHETTA**

Print name and title  
**ATTORNEY AT LAW**  
**STATE OF NEW JERSEY**

Attorney at Law

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

## State of New Jersey Seller's Residency Certification/Exemption

### Seller's Information

Name(s) Zoraya E. Forero, Single  
 Current Street Address 22 Bradford Terrace  
 City, Town, Post Office Boonton Township, State NJ ZIP Code 07005

### Property Information

Block(s) 11101 Lot(s) 18 Qualifier \_\_\_\_\_  
 Street Address 223 Summit Drive  
 City, Town, Post Office Boonton Township State NJ ZIP Code 07005

Seller's Percentage of Ownership <u>100</u>	Total Consideration <u>\$345,000.00</u>	Owner's Share of Consideration <u>\$345,000.00</u>	Closing Date <u>2/3/23</u>
--	--	---	-------------------------------

### Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. ☒ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
- ☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

### Seller's Declaration


The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Jan. 31/23 Date 1/31/2023 Zoraya E. Forero Signature (Seller) Zoraya E. Forero Indicate if Power of Attorney or Attorney In Fact

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney In Fact

<b>Morris County Recording Cover Sheet</b>  <b>Honorable Ann F. Grossi, Esq.</b> <b>Morris County Clerk</b>		<b>MORRIS COUNTY, NJ</b> Ann F. Grossi DEED-OR BOOK 23232 PG 175 RECORDED 10/27/2017 10:10:33 FILE NUMBER 2017065364 RCPT # 1303887; RECD BY: NJACKSON eRecord RECORDING FEES 110.00 TOTAL TAX 118.50 INDEX FEE
<i>Official Use Only - Realty Transfer Fee</i> <b>\$116.50</b>		<i>Official Use Only - Barcode</i>
Date of Document: 2017-10-06	Type of Document: DEED AND REALTY TAX FEES	
First Party Name: Ryan Warnick	Second Party Name: Matthew D. Vanderbogart	
Additional Parties: Christine Warnick		

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block: 41801 Qual C1203,	Lot: 16
Municipality: BOONTON TWP	
Consideration: 118193.00	
Mailing Address 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:

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

*Alice Bartholomew*  
Alice Bartholomew, Real Estate Paralegal

This Deed is made on OCTOBER 6, 2017, AND delivered on October 13, 2017

**BETWEEN**

**RYAN WARNICK AND CHRISTINE WARNICK, husband and wife**

whose post office address is 2400 Deerbourn Drive, Brentwood, Tennessee 37027

referred to as the Grantor,

**AND**

**MATTHEW D. VANDERBOGART, Unmarried**

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**

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:

☒ 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.)

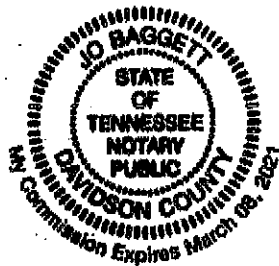
Witnessed By:

Jo Baggett, Notary

10/6/2017

Ryan Warnick (Seal)  
Ryan Warnick

Christine Warnick (Seal)  
Christine Warnick





**SCHEDULE A-5  
LEGAL DESCRIPTION**

Issuing Office File No. 6T-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 other provisions as set forth in the current Master Deed of BRAE LOCH CONDOMINIUM, dated 12/21/1996 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 5299 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 22637 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.

RTF-1 (Rev. 7/14/10)  
MUST BE SUBMITTED 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. 49:15-6 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY MORRIS } 89. County Municipal Code  
1402

MUNICIPALITY OF PROPERTY LOCATION BOONTON TWP.

FOR RECORDER'S USE ONLY	
Consideration	\$ <u>116,193</u>
RTF paid by seller	\$ <u>116.50</u>
Date <u>10-27-2017</u>	By <u>[Signature]</u>

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

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)

Deponent, RYAN WARNICK, being duly sworn according to law upon his/her oath,  
(Name)  
deposes and says that he/she is the GRANTOR in a deed dated OCTOBER 6 2017 transferring  
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 41601 Lot number 19 C1208 located at  
24 BRADFORD TERRACE, BOONTON, NEW JERSEY 07008 and annexed thereto.  
(Street Address, Town)

(2) CONSIDERATION \$ 116,193.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:  
(Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ \_\_\_\_\_ % = \$ \_\_\_\_\_

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by G. 49, P.L. 1988, as amended through G. 86, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by G. 178, P.L. 1975; G. 118, P.L. 2004, and G. 86, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. (Instruction #9 on reverse side for A or B)
- B. { BLIND PERSON Grantor(s) ☐ legally blind or; \*
- DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed \*
- Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
- ☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- ☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
- ☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
- ☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #8, #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 this deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me  
this 6 day of OCTOBER, 20 17

[Signature]  
Signature of Deponent

RYAN AND CHRISTINE WARNICK  
Grantor Name

2400 DEERBOURNE DRIVE  
Deponent Address

BRENTWOOD, TN 37027  
Grantor Address at Time of Sale

XXX-XXX- 5 8 3

Last three digits in Grantor's Social Security Number

FEIN, SACH, KAHN & SHEPARD, PC  
Name/Company of Settlement Officer

County recording officer must retain a copy of each RTF-1 form when Section 3A is completed to:

FOR OFFICIAL USE ONLY	
Instrument Number	<u>2017065364</u> County <u>MORRIS</u>
Deed Number	Book <u>8352</u> Page <u>175</u>
Deed Dated	<u>10-27-2017</u> Date Recorded <u>10-27-2017</u>

STATE OF NEW JERSEY

PO BOX 261

TRENTON, NJ 08646-0261

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at: [www.state.nj.us/treasury/taxation/tpt/online/tax.shtml](http://www.state.nj.us/treasury/taxation/tpt/online/tax.shtml)



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**

GIT/REP-3  
(9-2015)

(Please Print or Type)

**SELLER'S INFORMATION**

Name(s)

RYAN WARNICK AND CHRISTINE WARNICK, husband and wife

Current Street Address

2400 DEERBOURNE DRIVE

City, Town, Post Office Box

BRENTWOOD

State

TN

Zip Code

37027

**PROPERTY INFORMATION**

Block(s)

41601

Lot(s)

16

Qualifier

C1203

Street Address

24 BRADFORD TERRACE

City, Town, Post Office Box

BOONTON TOWNSHIP

State

NJ

Zip Code

07005

Seller's Percentage of Ownership

100%

Total Consideration

\$116,193.00

Owner's Share of Consideration

\$116,193.00

Closing Date

10/13/2017

**SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)**

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☒ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
8. ☐ Seller did not receive non-like kind property.
9. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
12. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. ☐ The property transferred is a cemetery plot.
15. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

**SELLER'S DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

10/6/17

Date

10/5/17

Date

*Ryan Warnick*

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

*Christine Warnick*

Signature

(Seller) Please indicate if Power of Attorney 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 **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 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:

*Barbara Shippe*  
Housing Administrator  
Township of Boonton

Signed this 5<sup>th</sup> day of Sept, 2017.

Sworn and subscribed before me this  
5<sup>th</sup> day of Sept, 20 17.

*Maureen D. Como*

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

STATE OF TENNESSEE

SS.

COUNTY OF Davidson

I CERTIFY that on OCTOBER 6, 2017

RYAN WARNICK AND CHRISTINE WARNICK, husband and wife,

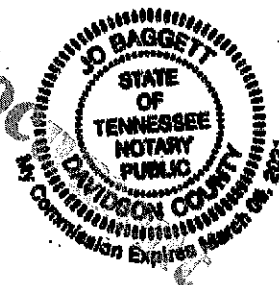
Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

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

Jo Baggett

RECORD AND RETURN TO:

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





# Deed

This Deed is made on December 2, 2013

BETWEEN

DANIEL T. WORTS

Husband and Wife

whose post office address is

28 Bradford Terrace, Boonton, NJ 07005

referred to as the Grantor,

AND

BRIAN E. JENNINGS, UNMARRIED,

whose post office address is

about to be 28 Bradford Terrace, Boonton, NJ 07005

referred to as the Grantee.

KATHLEEN A. WORTS

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. 46:26A-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 29, 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, 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 July 24, 1998, which was filed in the Office of the Morris County Clerk in Book 4869 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, NJ  
JOAN BRANHALL, COUNTY CLERK  
DEED-OR BOOK 22466 PG 777  
RECORDED 12/09/2013 13:13:38  
FILE NUMBER 2013093937  
RCPT #: 9256687 RECD BY: ASiconol  
RECORDING FEES \$80.00  
TOTAL TAX \$102.50

Prepared by:

(For Recorders Use Only)

*Roy R. Claps*

Roy R. Claps, Esq.

**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, lying 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 "Brae 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 "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, with Amendments in Deed Book 4781, Page 83; Deed Book 5037, Page 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.

GIT/REP-3  
(5-12)

State of New Jersey

**Seller's Residency Certification/Exemption**

(C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION** (see Instructions, page 2):Name(s) Daniel T. Worts and Kathleen A. WortsCurrent Resident Address 105 Courtshire DriveCity, Town, Post Office Brick State NJ Zip Code 08723**PROPERTY INFORMATION** (Brief Property Description):Block(s) 41601 Lot(s) 16-C1202 Qualifier \_\_\_\_\_Street Address 26 Bradford TerraceCity, Town, Post Office Boonton State NJ Zip Code 07005Seller's Percentage of Ownership 100% Consideration \$102,430.00 Closing Date 12/12/13**SELLER'S ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and NON-residents):

1. ☒ I am a resident taxpayer (individual, estate or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☒ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see Instructions).  
☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

**SELLER(S) DECLARATION:**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐, I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

12/ /13

Date

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

Daniel T. Worts

12/ /13

Date

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

Kathleen A. Worts

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. 46:4-9). 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:

Roy R. Claps  
 Roy R. Claps

Roy R. Claps  
 Roy R. Claps

Daniel T. Worts (Seal)  
 DANIEL T. WORTS

Kathleen A. Worts (Seal)  
 KATHLEEN A. WORTS

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. 46:15-6.)

**RECORD AND RETURN TO**

**Mark J. Brancato, Esq.**  
**McHugh & Brancato**  
**421 West Main Street**  
**Boonton, NJ 07005**

Roy R. Claps  
 Roy R. Claps  
 Attorney at Law of New Jersey  
 Print name and title below signature

MUST SUBMIT IN DUPLICATE  
NC1645 - Affidavit of Consideration  
RTF-1 (Rev. 7/14/10) P5/18

Printed by ALL-STATE LEGAL®  
www.alegal.com 800.222.0510 Page 1

## STATE OF NEW JERSEY

## AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 83, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)  
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY } COUNTY MORRIS	SS. County Municipal Code 1402	FOR RECORDER'S USE ONLY Consideration \$ 102,430.00 RTF paid by seller \$ 102.50 Date 12/9/13 By [Signature]
--	-----------------------------------	---

Municipality of Property Location: Boonton Township

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions 3 and 4 attached)  
Deponent, Daniel T. Worts, being duly sworn according to law upon his/her oath deposes

and says that he/she is the Grantor in a deed dated December, 2013

(Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)  
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) ☒ 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: (Instruction 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. Failure 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 reason(s):

A. SENIOR CITIZEN (Instruction 9)

- |   |   |
|---|---|
| <input type="checkbox"/> Grantor(s) 62 years of age or over*              | <input type="checkbox"/> Resident of the State of New Jersey      |
| <input type="checkbox"/> Owned and occupied by grantor(s) at time of sale | <input type="checkbox"/> Owners as joint tenants must all qualify |
| <input type="checkbox"/> One- or two-family residential premises          |   |

B. BLIND PERSON (Instruction 9)

- ☐ Grantor(s) legally blind\*
- ☐ Owned and occupied by grantor(s) at time of sale
- ☐ One- or two-family residential premises
- ☐ Resident of the State of New Jersey
- ☐ Owners as joint tenants must all qualify
- \* IN THE CASE OF HUSBAND AND WIFE OR STATUTORY PARTNER, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

DISABLED PERSON (Instruction 9)

- ☐ Grantor(s) permanently and totally disabled\*
- ☐ Grantor(s) receiving disability payments\*
- ☐ Grantor(s) not gainfully employed\*
- ☐ Owned and occupied by grantor(s) at time of sale
- ☐ One- or two-family residential premises
- ☐ Resident of the State of New Jersey
- ☐ Owners as joint tenants must all qualify

C. LOW AND MODERATE INCOME HOUSING (Instruction 9)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Affordable according to HUD standards | <input checked="" type="checkbox"/> Reserved for occupancy     |
| <input checked="" type="checkbox"/> Meets income requirements of region   | <input checked="" type="checkbox"/> Subject to resale controls |

(6) NEW CONSTRUCTION (Instructions 2, 10 and 12)

- |  |  |
|--|--|
| <input type="checkbox"/> Entirely new improvement            | <input type="checkbox"/> Not previously occupied   |
| <input type="checkbox"/> Not previously used for any purpose | <input type="checkbox"/> "New Construction" printed clearly at top of the first page of the deed |

(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 83, P.L. 2006.

Subscribed and sworn to before me  
this December 9<sup>th</sup> day  
of 2013

Signature of Deponent  
Daniel T. Worts  
26 Bradford Terrace  
Boonton, NJ 07005  
Dependent Address

Grantor Name  
Daniel T. Worts  
26 Bradford Terrace  
Boonton, NJ 07005  
Grantor Address at Time of Sale

[Signature]  
Notary Public

Roy R. Claps, Atty at Law of NJ  
County recording officers shall forward one  
copy of each Affidavit of Consideration for  
Use by Seller when Section 3A is completed.

XXX-XX-X 7 0 3  
Last 3 digits in Grantor's Soc. Sec. No.

Mark Brancato, Esq.  
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number 2013093937	County Morris
Deed Number	Book 22466 Page 777
Deed Date 12/2/13	Date Recorded 12/9/13

State of New Jersey - Division of Taxation, P.O. Box 251, Trenton, NJ 08695-0251, Attention: Realty Transfer Fee Unit  
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at <http://www.state.nj.us/treasury/taxation/lpt/localtax.htm>.



Prepared by: Fred A. Isakowitz, Esq.



050703

**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**  
May 28 8 32 AM '98

**AND**

Kathleen Hirschhorn, unmarried  
28 Bradford Terrace  
Boonton Township, New Jersey 07005  
(hereinafter called "GRANTEE")

ALFONSE W. SELLANO  
MORRIS CO. CLERK

For and in consideration of the sum of Forty Six Thousand Seven Hundred Sixteen and 00/100 (\$46,716.00) 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. 46:8B-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 4321 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 41501, 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 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

DB4771-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 aforescribed 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 GRANTOR'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 4123 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 from 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. Eskowitz,  
as to both

By:   
LARRY PANTNER, Member

By:   
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:

[Signature]  
[Illegible]  
NEW JERSEY

Kathleen Hirschhorn 5/21/98  
Kathleen Hirschhorn

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

COUNTY OF MORRIS	
Consideration	467,16.00
State Tax	2.25
Ad Valorem Tax	
REALTY TRANSFER FEE	27.00
Date	5-28-98
RECORDING FEE	26.00

STATE OF NEW JERSEY :  
: SS  
COUNTY OF UNION

BE IT REMEMBERED that on this 21st day of May, 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 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 c.49, Section 1(c) is \$46,716.00.

Fred A. Iskowitz  
Attorney at Law of New Jersey

STATE OF NEW JERSEY :  
: SS  
COUNTY OF UNION

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 Jersey

#### 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

to

Kathleen Hirschhorn,  
unmarried

("Grantee")

DB4771-P294

NC1645 - Affidavit of Consideration  
RTF-1 (Rev. 1/1/88)  
Print date 10/97

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

ALL-STATE Legal  
A Division of ALL-STATE International, Inc.  
208-271-0800

PARTIAL EXEMPTION

(c. 176, P.L. 1975)

To be recorded with Deed pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.) 050705

STATE OF NEW JERSEY  
COUNTY OF UNION

SS.

FOR RECORDER'S USE ONLY

Consideration \$ 46,716.00  
Realty Transfer Fee \$ 747.00  
Date By

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

(1) PARTY OR LEGAL REPRESENTATIVE

(See Instructions #3, 4 and 5 on reverse side.)

Deponent Larry Pantirer, being duly sworn according to law upon his/her oath

deposes and says that he/she is ~~the~~ a member of Brae Loch Associates, L.L.C. deed dated 5/21/98

(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 41601 Qual C1207 Lot No. 16

located at 28 Bradford Terrace, Boonton Township, N.J.

(Street Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 46,716.00

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

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

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

A) SENIOR CITIZEN (See Instruction #8.)

- ☐ Grantor(s) 62 yrs. of age or over.  
☐ One- or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

B) BLIND (See Instruction #8.)

- ☐ Grantor(s) legally blind.  
☐ One- or two-family residential premises.  
☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)

- ☐ Grantor(s) permanently and totally disabled.  
☐ One- or two-family residential premises.  
☐ Receiving disability payments.  
☐ Owned and occupied by grantor(s) at time of sale.  
☐ Not gainfully employed.  
No joint owners other than spouse or other qualified exempt owners.

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

C) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)

- ☒ Affordable According to HUD Standards.  
☒ Meets Income Requirements of Region.

- ☒ Reserved for Occupancy.  
☒ Subject to Rental Controls.

D) NEW CONSTRUCTION (See Instruction #9.)

- ☐ Entirely new improvement.  
☐ Not previously used for any purpose.

- ☐ Not previously occupied.

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

Subscribed and sworn to before me  
this 21st  
day of May, 1998

Name of Deponent (Type above line)

Larry Pantirer  
1325 Morris Avenue  
Union, N.J. 07083

Address of Deponent

Brae Loch Associates, L.L.C.

Name of Grantor (Type above line)

1325 Morris Avenue  
Union, N.J. 07083

Address of Grantor at Time of Sale

Fred A. Iskowitz, Esq.  
An Attorney at Law  
of New Jersey

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.  
Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Retored \_\_\_\_\_

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

ORIGINAL - White copy to be retained by County.  
DUPLICATE - Yellow Copy to be forwarded by County to Division of Taxation for retention from fee (N.J.A.C. 18:16 - 8.12)  
TRIPLICATE - Pink Copy in your file copy.

END OF DOCUMENT

0847711292

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

MORRIS COUNTY, NJ  
 JOAN BRAMHALL, COUNTY CLERK  
 DEED-OR BOOK 21723 PG 0577  
 RECORDED 01/24/2011 11:30:26  
 FILE NUMBER 2011006102  
 RCPT #: 6013931 RECD BY: ann  
 RECORDING FEES 90.00  
 MARGINAL NOTATION 0.00  
 TOTAL TAX 262.00

Prepared By:

  
 RICHARD P. SAUNDERS, ESQ.
DEED

This Deed is made on January 14, 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,

**AND**

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 Grantor makes this Deed as the Administrator of the Estate of Judith Lynn Riegel late of the Township of Boonton, 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 Grantee. This transfer is made for the sum of Sixty Five Thousand, Four Hundred Thirteen and, and 00/100 (\$65,413.00) 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**

NJRB 3-08  
Effective 2/15/07

GIT/REP-3  
(6-10)

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

(Please Print or Type)

**SELLER(S) INFORMATION** (See Instructions, Page 2)

Name(s) Joyce Lee, Administrator Estate of Judith L. Riegel  
 Current Resident Address:  
 Street: 1524 Sussex Turnpike  
 City, Town, Post Office Randolph, NJ 07869 State  Zip Code

**PROPERTY INFORMATION** (Brief Property Description)

Block(s) 4160 Lot(s) 16 Qualifier C1206  
 Street Address: 30 Bradford Terrace  
 City, Town, Post Office Boonton, NJ 07005 State  Zip Code   
 Seller's Percentage of Ownership 100% Consideration \$65,413.00 Closing Date

**SELLER ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

1. ☒ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).  
☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

1/14/2011  
 Date

Joyce A. Lee  
 Signature  
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature  
 (Seller) Please indicate if Power of Attorney or Attorney in Fact



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

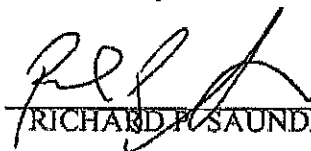
Premises are more commonly known as 30 Bradford Terrace, Boonton, New Jersey.

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:

  
RICHARD P. SAUNDERS, ESQ.

 (Seal)  
JOYCE LEE, Administratrix

\_\_\_\_\_  
(Seal)

STATE OF NEW JERSEY,

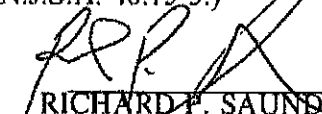
ss:

COUNTY OF MORRIS

I CERTIFY that on January 14, 2011

Joyce Lee, 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 \$63,413.00 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.)

  
RICHARD P. SAUNDERS, ESQUIRE  
An Attorney 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.**

STATE OF NEW JERSEY

COUNTY ADAMS } SS. County Municipal Code 1402  
MUNICIPALITY OF PROPERTY LOCATION Boonton Twp.

**FOR RECORDER'S USE ONLY**  
Consideration \$ 65,413.00  
RTF paid by seller \$ 262.00  
Date 1/17/11 By [Signature]

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

(1) **PARTY OR LEGAL REPRESENTATIVE** (Instructions #3 and #4 on reverse side)

Deponent, Joyce Lee being duly sworn according to law upon his/her oath,  
(Name)  
deposes and says that he/she is the Legal Representative in a deed dated \_\_\_\_\_ transferring  
(Grantor, Legal Representative, Corporate Officer, Officer of This Company, Lending Institution, etc.)  
real property identified as Block number 41601 Lot number 16 C1206 located at  
3D Bradford Terrace Boonton Twp. NJ 07005 and annexed thereto.  
(Street Address, Town)

(2) **CONSIDERATION** \$ 65,413.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) **REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:**  
(Instructions #5A and #7 on reverse side)

Total Assessed Valuation  $\times$  Director's Ratio = Equalized Assessed Valuation

\$ \_\_\_\_\_  $\times$  % = \$ \_\_\_\_\_

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) **FULL EXEMPTION FROM FEE** (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) **PARTIAL EXEMPTION FROM FEE** (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. **SENIOR CITIZEN** Grantor(s) ☒ 62 years of age or over. (Instruction #9 on reverse side for A or B)  
B. **BLIND PERSON** Grantor(s) ☐ legally blind or,  
**DISABLED PERSON** Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed\*  
Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:  
☒ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.  
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** (Instruction #9 on reverse side)

- ☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.  
☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) **NEW CONSTRUCTION** (Instructions #2, #10, #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.  
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) **RELATED LEGAL ENTITIES TO LEGAL ENTITIES** (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.  
☐ No contributions to capital by either grantor or grantee legal entity.  
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me  
this 17th day of JANUARY, 2011

[Signature]  
RICHARD P. SANDOZ, ESQ.  
AN ATTORNEY AT LAW OF  
NEW JERSEY

Joyce A. Lee Joyce Lee, Administrator  
Signature of Deponent Grantor Name  
1524 Josselyn Trl, Randolph NJ 1524 Josselyn Trl, Randolph NJ  
Deponent Address Grantor Address at Time of Sale  
XXX-XXX-115  
Last three digits in Grantor's Social Security Number Name/Company of Settlement Officer

**FOR OFFICIAL USE ONLY**  
Instrument Number 006107 County ADAMS  
Deed Number 21723 Book 572  
Deed Date 1/17/11 Date Recorded 1/24/11

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 08646-0281

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at:  
[www.state.nj.us/treasury/taxation/rtflocaltax.shtml](http://www.state.nj.us/treasury/taxation/rtflocaltax.shtml)

**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.

By: Barbara Skypel  
Housing Administrator  
Township of Boonton

Signed this 17<sup>th</sup> day of Dec., 2010.

Sworn and subscribed before me this  
17<sup>th</sup> day of Dec., 2010.

Maureen D. Como

MAUREEN D. COMO  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES AUG. 3, 2015  
I.D. #2000504

Prepared by: Fred A. Askowitz, Esq.



055571

**AFFORDABLE HOUSING DEED**

This Affordable Housing Deed made this 4th day of June 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")

**AND**

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

RECEIVED  
JUN 9 12 40 PM '98  
ALFONSE W. SOERHO  
MORRIS CO. CLERK

For and in consideration of the sum of Thirty Four 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, 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. 46:8B-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 4321 at Page 126 and all amendments thereto (hereinafter the "Master Deed"), being more 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. 1E, Qualifier No. C1205 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

084779 P1128

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 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

084779 PM29

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 aforescribed 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 GRANTOR'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 481 and is on file with the Boonton Township Municipal Clerk, as well as Township zoning ordinance for a period of thirty (30) years from 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,  
as to both

By:   
LARRY PANTIRER, Member

By:   
ALAN PINES, Member

084779 P1130

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:

*Bernard Bacchetta*  
Bernard Bacchetta

*Laurie Thomas*  
Laurie Thomas

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

STATE OF NEW JERSEY :  
COUNTY OF UNION : SS

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 Pantlirer 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 c.49, Section 1(c) is \$34,643.00.

*Fred A. Iskowitz*  
Fred A. Iskowitz  
Attorney at Law of New Jersey

STATE OF NEW JERSEY :  
COUNTY OF UNION : SS

BE IT REMEMBERED that on this 4th day of June, 1998, before me, the subscriber, an Attorney at Law of New Jersey, 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/she thereupon acknowledged the Affordable Housing Restrictions, Power of Attorney and all other terms contained in this Deed.

*Bernard Bacchetta, Esq.*  
Bernard Bacchetta, Esq.  
Attorney at Law of New Jersey

**AFFORDABLE HOUSING DEED**

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

("Grantor")

to

Laurie Thomas, unmarried

("Grantee")

DATED: June 4, 1998

Record and Return to:

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

COUNTY OF MORRIS	
Consideration	34,643.00
Real Tax	35.00
Additional Tax	0.00
REALTY TRANSFER FEE	35.00
Date	6/4/98
RECORDING FEE	26.00

DB4779 P1131



NC1645 - Affidavit of Consideration  
RTF-1 (Rev. 1/1/86)  
Print date 10/97

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

**ALL-STATE® Legal**  
A Division of ALL-STATE Information, Inc.  
908-872-0808

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

To be recorded with Deed pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

**STATE OF NEW JERSEY**  
**COUNTY OF UNION**

SS.

**FOR RECORDER'S USE ONLY**  
Consideration \$ 14,643.00  
Realty Transfer Fee \$ 56.50  
Date \_\_\_\_\_ By \_\_\_\_\_  
\* Use symbol "C" to indicate that fee is exclusively for county use.

**(1) PARTY OR LEGAL REPRESENTATIVE**

(See Instructions #3, 4 and 5 on reverse side.)

Deponent Larry Pantirer, being duly sworn according to law upon his/her oath

deposes and says that he/she is ONE A Member of Brae Loch Associates, L.L.C. in a deed dated 6/4/98

transferring real property identified as Block No. 41601 Qual C 1205 Lot No. 16

located at 32 Bradford Terrace, Boonton Township, N.J.

and annexed hereto.

**(2) CONSIDERATION** (See Instruction #6.)

Deponent states that, with respect to the hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantor and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 14,643.00

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

**(4) PARTIAL EXEMPTION FROM FEE**

**NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)**

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

**A) SENIOR CITIZEN** (See Instruction #8.)

- ☐ Grantor(s) 62 yrs. of age or over.  
☐ One- or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

**B) BLIND** (See Instruction #8.)

- ☐ Grantor(s) legally blind.  
☐ One- or two-family residential premises.  
☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

**DISABLED** (See Instruction #8.)

- ☐ Grantor(s) permanently and totally disabled.  
☐ One- or two-family residential premises.  
☐ Receiving disability payments.  
☐ Owned and occupied by grantor(s) at time of sale.  
☐ Not gainfully employed.  
No joint owners other than spouse or other qualified exempt owners.

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

**C) LOW AND MODERATE INCOME HOUSING** (See Instruction #8.)

- ☒ Affordable According to HUD Standards.  
☒ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.  
☐ Subject to Resale Controls.

**D) NEW CONSTRUCTION** (See Instruction #9.)

- ☐ Entirely new improvement.  
☐ Not previously used for any purpose.

- ☐ Not previously occupied.

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

Subscribed and sworn to before me  
this 4th day of June, 1998

(Signature of Deponent)  
Larry Pantirer  
1325 Morris Avenue  
Union, N.J. 07083

**Brae Loch Associates, L.L.C.**

(Name of Grantor (Type above line))  
1325 Morris Avenue  
Union, N.J. 07083

Fred A. Iskowitz, Esq.  
An Attorney At Law of  
the State of N. J.

**FOR OFFICIAL USE ONLY** This space for use of County Clerk or Register of Deeds.  
Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

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

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

DB4779 P132

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER



Prepared by: Lawrence P. 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 "GRANTOR")

AND

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

For and in consideration of the sum of FOURTY 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. 46:8B, 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 #06-34, 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 .8625 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.

084548 P110

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 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 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

DB4548 P111

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 aforescribed 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 1221 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 from the date of this deed.

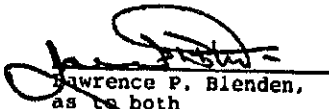
This Unit is a Low income affordable housing unit and is subject to the restrictions contained in Section 11.59 of the Master Deed.

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

  
Lawrence P. Blenden,  
as to both

By:   
LARRY PANTIRER, Member

By:   
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 P112

**Affordable Housing Deed and Section 10 of the Master Deed.**

**WITNESS:**

Lawrence A. Casha, Esq.

**Kerianne Cullen**

**RECEIVED**

APR 11 3 33 PM '97

ALFONSE W. SCERBO  
MORRIS CO. CLERK

## AFFORDABLE HOUSING DEED

**BRAE LOCH ASSOCIATES, L.L.C.**

STATE OF NEW JERSEY :  
COUNTY OF UNION : ss

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; 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 \$44,000.00.

~~Lawrence P. Blenden~~  
~~Attorney at Law of New Jersey~~

STATE OF NEW JERSEY :  
COUNTY OF MORRIS : SS

BE IT REMEMBERED that on this 9th day of April, 1997, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared KERRIANNE 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 deed.

Lawrence A. Casha  
Attorney at Law of New Jersey

**AFFORDABLE HOUSING DEED**

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

( "Grantor" )

to

**KERLANDE CULLEN, UNMARRIED**

( "Grantee" )

DATED: April 9, 1997

Record and Return to:  
Lawrence A. Casha, Esq.  
437 Main Road  
Montville, NJ 07045

COUNTY OF MORRIS

Consideration 44,000.00

Base Tax Co. 44.00

Additional Tax 0

HEALTHY TRANSFER FEE 44.00C Alca

Date 4/11/97 By 23

RECORDING FEE 26.00 SPD. 16

DB4548 P113

NC1446 - Affidavit of Consideration  
RFT-1 (Rev. 1/1/90) 9002-2STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION OR  
EXEMPTION  
(c. 49, P.L. 1968)ALL-STATE LEGAL, A Division of  
ALL-STATE International, Inc.  
908-272-0900PARTIAL EXEMPTION  
(c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.) 02-2551

STATE OF NEW JERSEY

COUNTY OF UNION

BS.

FOR RECORDER'S USE ONLY  
Consideration \$ 44,000.00  
Realty Transfer Fee \$ 44.00  
Date 4/9/97  
\* I so signed "N" to indicate that fee is exclusively for county use 44.00

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

Deponent Larry Pantirer, being duly sworn according to law upon his/her oath  
A Member of Brae Loch Associates, L.L.C., a New Jersey Limited Liability  
Company, Grantor  
deposes and says that he/she is the

(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

In a deed dated April 9, 1997, transferring real property identified as Block No. 41601Lot No. 16 C0607 located at 52 Brae Loch Drive, Boonton Township, Morris County,

(Street Address, Municipality, County)

New Jersey

and annexed hereto.

## (2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$44,000.00

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

## (4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

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

## a) SENIOR CITIZEN (See Instruction #8.)

- ☐
- Grantor(s) 62 yrs. of age or over.
- 
- ☐
- One or two-family residential premises.

- ☐
- Owned and occupied by grantor(s) at time of sale.
- 
- ☐
- No joint owners other than spouse or other qualified exempt owners.

## b) BLIND (See Instruction #8.)

- ☐
- Grantor(s) legally blind.
- 
- ☐
- One or two-family residential premises.

- ☐
- Owned and occupied by grantor(s) at time of sale.
- 
- ☐
- No joint owners other than spouse or other qualified exempt owners.

## c) DISABLED (See Instruction #8.)

- ☐
- Grantor(s) permanently and totally disabled.
- 
- ☐
- One- or two-family residential premises.
- 
- ☐
- Receiving disability payments.

- ☐
- Owned and occupied by grantor(s) at time of sale.
- 
- ☐
- Not gainfully employed.
- 
- ☐
- No joint owners other than spouse or other qualified exempt owners.

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

## d) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)

- ☒
- Affordable According to HUD Standards.
- 
- ☒
- Meets Income Requirements of Region.
- 
- ☐
- Reserved for Occupancy.
- 
- ☒
- Subject to Rent Controls.

## e) NEW CONSTRUCTION (See Instruction #9.)

- ☐
- Entirely new improvement.
- 
- ☐
- Not previously used for any purpose.
- 
- ☐
- Not previously occupied.

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

Subscribed and sworn to before me

this day of APRIL, 1997LARRY PANTIRER  
LARRY P. BLENDEEN, ESQ.  
ATTORNEY AT LAW

STATE OF NEW JERSEY

LARRY PANTIRER  
1325 Morris Avenue, Union  
NJ 07083  
Address of DeponentBRAE LOCH ASSOCIATES, L.L.C.  
1325 Morris Avenue  
Union, NJ 07083  
Address of Grantor at Time of SaleFOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.  
Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

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

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:18-6.12).

TRIPPLICATE - Pink copy to your file copy.

DB4548 P114

END OF DOCUMENT

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

## RECORD AND RETURN TO:

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

PREPARED BY:

*Joanne M. Sarubbi*  
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. 46:15-1.1) 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 Clerk in Book 4323 at Page 126 on January 29, 1996 and is also on file with the Township of Boonton.

MORRIS COUNTY, NJ  
JOAN BRANHALL, COUNTY CLERK  
DEED-OR BOOK 21528-PG 0802  
RECORDED 04/20/2010 12:24:48  
FILE NUMBER 2010024893  
RCPT #: 5108581 RECD BY: Jessica  
RECORDING FEES 80.00  
MARGINAL NOTATION 0.00  
TOTAL 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 Tax Map in the Township of Boonton, County of Morris, 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**

By: Jean Anderson (Seal)  
**JEAN ANDERSON**  
 Executrix

Witnessed by:

Joanne M. Sarubbi  
**JOANNE M. SARUBBI, ESQ.**

**STATE OF NEW JERSEY, COUNTY OF ESSEX } 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:

- (a) was the maker of the attached Deed;
- (b) executed this Deed as her/his own act; and
- (c) 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 M. Carlo  
**DANIELLE M. CARLO**  
 NOTARY PUBLIC OF NEW JERSEY  
 Commission Expires 2/5/2014



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

GIT/REP-3  
 (10-09)

(Please Print or Type)

**SELLER(S) INFORMATION** (See Instructions, Page 2)

Name(s)

ESTATE OF LOUIS HUTCHINSON by JEAN ANDERSON, EXECUTRIX

Current Resident Address:

Street: 31 PLEASANT WAY

City, Town, Post Office

State

Zip Code

MONTCLAIR

NJ

07042

**PROPERTY INFORMATION** (Brief Property Description)

Block(s)

Lot(s)

Qualifier

41601

16

CO606

Street Address:

54 BRAE LOCH DRIVE

City, Town, Post Office

State

Zip Code

BOONTON

NJ

07005

Seller's Percentage of Ownership

Consideration

Closing Date

100%

67,979.00

**SELLER ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

1. ☒ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).  
☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete

4/15/10  
 Date

*Jean Anderson*  
 Signature  
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature  
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

**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 **Jean Anderson** (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.

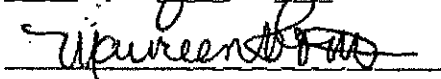
Upon closing of title, this Certification shall be recorded simultaneously with the deed conveying title of the above-described unit to the above referenced purchaser.

By: 



Housing Administrator  
Township of Boonton

Signed this 27 day of JANUARY, 2010.

Sworn and subscribed before me this  
27th day of Jan, 2010.





MAUREEN D. COMO  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES AUG. 3, 2010  
I.D. # 2000504

<b>Morris County Recording Cover Sheet</b>  <b>Honorable Ann F. Grossi, Esq.</b> <b>Morris County Clerk</b>		 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 #: 13262601 RECD BY: BComp RECORDING FEES \$110.00
<b>Official Use Only - Realty Transfer Fee</b> 0.00		<b>Official Use Only - Barcode</b>
<b>Date of Document:</b> Jan 30, 2018	<b>Type of Document:</b> Deed to Reversion	
<b>First Party Name:</b> Kimberly Chezen	<b>Second Party Name:</b> Nancy McClain	
<b>Additional Parties:</b>		

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
<b>Block:</b> 41601	<b>Lot:</b> 16 - E-0605
<b>Municipality:</b> Township of Boonton	
<b>Consideration:</b>	
<b>Mailing Address of Grantee:</b> 56 Brae Luch 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	
<b>Original Book:</b>	<b>Original Page:</b>

<b>MORRIS COUNTY RECORDING COVER SHEET</b> Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.  <b>WARNING:</b> Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.
--


<b>Morris County Recording Cover Sheet</b>  <b>Honorable Ann F. Grossi, Esq.</b> <b>Morris County Clerk</b>		 MORRIS COUNTY, NJ ANN F. GROSSI, COUNTY CLERK DEED-OR BOOK 23204 PG 1585 RECORDED 09/13/2017 15:10:05 FILE NUMBER 2017055807 RCPT #: 12922051 REC'D BY: SKing RECORDING FEES \$90.00 TOTAL TAX \$236.00
Official Use Only - Realty Transfer Fee \$236.00	Official Use Only - Barcode	
Date of Document: September 1, 2017	Type of Document: DEED	
First Party Name: KIMBERLY CHEZEM, UNMARRIED	Second Party Name: NANCY MCCLAIN, UNMARRIED	
Additional Parties:		

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block: 41601	Lot: 16 C0605
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:

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

  
John E. Feeney, Esq.  
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 **NANCY McLAIN, UNMARRIED** *NM*

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 Grantor 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 Lot No(s). 16, (C0605)  
Account No. [Enter Account No.]

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

**Property.** The property consists of the land and all the buildings and structures on the land in the 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, in 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 correct purchasers name*

STATE OF NEW JERSEY )

COUNTY OF MORRIS ) SS.

I certify that on January 30, 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.



BARRY E. LEVINE,

ATTORNEY AT LAW OF THE

STATE OF NEW JERSEY

**This is not an official document**



**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 PURPOSES ONLY: Also known as Lot 16 C0605 in Block 41601 on the Township of Boonton Tax Map.

**This is not an official document**

**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:

John F. Feeney, Esq.  
Attorney at Law of New Jersey

KIMBERLY CHEZEM

(Seal)

(Seal)

STATE OF NEW JERSEY )

) SS:

COUNTY OF MORRIS )

I, certify that on the 1<sup>st</sup> 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 F. Feeney, Esq. Attorney at Law  
of the State of New Jersey

RECORD AND RETURN TO: ASSOCIATED TITLE  
Barry B. Levine, Esq.  
101 Gibraltar Drive  
Morris Plains, NJ 07950  
64 WEST MAIN ST  
FREEHOLD, NJ 07728

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: *Galbault*  
Housing Administrator  
Township of Boonton

Signed this 14th day of July, 2017.

Sworn and subscribed before me this  
14th day of July 2017.

*Maureen D. Como*

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 or Type)

**SELLER'S INFORMATION**

Name(s)

Kimberly Chezem

Current Street Address

42 Ronald Road

City, Town, Post Office Box

Lake Hlawatha

State

NJ

Zip Code

07034

**PROPERTY INFORMATION**

Block(s)

41601

Lot(s)

16

Qualifier

C0605

Street Address

56 Brae Loch Drive

City, Town, Post Office Box

Boonton Township

State

NJ

Zip Code

07005

Seller's Percentage of Ownership

100%

Total Consideration

\$58,902.00

Owner's Share of Consideration

\$58,902.00

Closing Date

9/5/2017

**SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)**

1. ☒ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.  
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

**SELLER'S DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

9-1-17

Date

9-1-17

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact



State of New Jersey

GIT/REP-4a  
(8-10)

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

(C.55, P.L. 2004)

(Please Print or Type)

**OWNER(S) INFORMATION**

Name(s)

Nancy McClain

Current Resident Address:

56 Brae Loch Drive

City, Town, Post Office

Boonton

State

NJ

Zip Code

07005

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

41601

Lot(s)

16

Qualifier

C0805

Street Address:

56 Brae Loch Drive

City, Town, Post Office

Boonton

State

NJ

Zip Code

07005

**OWNER'S DECLARATION**

The undersigned is (are) the title owner(s) of the real property identified under the "Property Information" section above. By presenting this declaration fully completed and signed by me (us), I (we) represent that the deed to which this form is attached is for corrective or confirmatory purposes only. In other words, the deed needs to be recorded or re-recorded solely due to a typographical, clerical, property description, or other scrivener error or omission and there is no consideration for this corrective or confirmatory deed. The county recording officer will accept this form for recording along with such deed. The recording officer may also, however, continue to accept the GIT/REP-4 form with the Division's raised seal in lieu of the GIT/REP-4A. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

This waiver form may be presented to the appropriate county recording officer for recording along with the deed of the owner as identified in the information above. Accordingly, the county recording officer is hereby authorized to accept this waiver form in lieu of any other GIT/REP form without any further payment of any tax on estimated income gain pursuant P.L. 2004, c. 55.

11-30-17

Date

Signature (Owner) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature (Owner) Please indicate if Power of Attorney or Attorney in Fact

# Deed



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 Grantor,  
AND  
DEBORAH RATNOFF, unmarried

whose post office address is 51A Van Wyk Road, Lake Hiawatha, New Jersey 07034

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 \$88,131.00  
Eighty eight thousand one hundred thirty one dollars and xxx/100.  
The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Boonton  
Block No. 41601 Lot No. 16 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:

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

Prepared by: (print signer's name below signature)

*Jeffrey W. Lutz*  
JEFFREY W. LUTZ  
Attorney-at-Law, State of N.J.

(For Recorder's Use Only)

COUNTY OF MORRIS	
Consideration	88,131.00
Base Tax	00.00
Additional Tax	0.00
REALTY TRANSFER FEE	38.5000 N.J.
Date	8/21/98
By	[Signature]
RECORDING FEE	24.00 N.J.

10SPD - Deed - Bargain and Sale  
Cov. to Grantor's Act - Ind. to Ind. or Corp.  
Plain Language 9204-1



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ALL-STATE International, Inc.  
(800) 272-0800

Page 1

084827 P280

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 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 establishing Bras Losh Condominium 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 0.8695% percentage interest in the Common Elements as set forth in said Master Deed, and as the same may be lawfully amended from time to time pursuant to said Master Deed.

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

**This is not an official document**

DB4827 P284



RECEIVED

1998 AUG 21 A 9 53

ALFONSE W. SCERBO  
MORRIS CO. CLERK

The street address of the Property is: 58 Brae Loch Drive, 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 right 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:

*Jeffrey W. Lutz*  
JEFFREY W. LUTZ  
Attorney-at-Law, State of N.J.

*Kevin Hagen* (Seal)  
KEVIN HAGEN

*Delana Hagen* (Seal)  
DELANA HAGEN (Seal)

STATE OF NEW JERSEY, COUNTY OF ESSEX  
I CERTIFY that on August 20, 1998

Kevin Hagen and *DELANA HAGEN*  
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 \$ 85,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-6)

RECORD AND RETURN TO:  
SCOTT L. DECKER, ESQUIRE  
345 Parsippany Road/P.O. Box 191  
Parsippany, New Jersey 07054

*Jeffrey W. Lutz*  
(Print name and title below signature)  
JEFFREY W. LUTZ  
Attorney-at-Law, State of New Jersey



STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION OR EXEMPTION  
(c. 49, P.L. 1968)  
or  
PARTIAL EXEMPTION  
(c. 176, P.L. 1975)  
To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1983 (N.J.S.A. 46:12-3 et seq.)

ALL-STATE TITLE SERVICE  
One Commerce Place, Clarendon, N.J. 07006  
DGRV T

084963

FOR RECORDER'S USE ONLY B 88.50

Consideration \$ 88,131.00  
Realty Transfer Fee \$ 88.50 Co  
Date By P 88.50

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

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

Deponent, Kevin Hagan, being duly sworn according to law upon his/her oath deposes and says that he/she is the GRANTOR  
in a deed dated Aug 6th 1998, transferring real property identified as Block No. 41601  
Lot No. 1A located at 55 BRADLOCK DR. BOonton twp NJ  
and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed herein annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon are fully satisfied or retained in connection with the transfer of title to \$ 88,131.00

(3) FULL EXEMPTION FROM FEE

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

(4) PARTIAL EXEMPTION FROM FEE (NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9))

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

a) SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 65 yrs. of age or over.\*  
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.\*  
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.\*  
☐ One or two-family residential premises.  
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ Not gainfully employed.  
☐ No joint owners other than spouse or other qualified exempt owner.

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

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- ☒ Affordable According to H.H.D. Standards.  
☒ Meets Income Requirements of Region.

- ☒ Reserved for Occupancy.  
☒ Subject to Rental Controls.

d) NEW CONSTRUCTION (See Instruction #9)

- ☐ Entirely new improvement.  
☐ Not previously used for any purpose.

- ☐ Not previously occupied.

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

Subscribed and Sworn to before me

this  
day of August

1998

Kevin Hagan

Kevin Hagan

8 Dogwood Lane  
Boonton, NJ

8 Dogwood Lane  
Boonton, NJ

Jeffrey W. Lutz

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.  
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.  
ORIGINAL - White copy to be retained by County.  
DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation for partial exemption from fee (N.J.A.C. 17:28-8.12).  
TRIPPLICATE - Pink copy is your file copy.

084827 P283

END OF DOCUMENT

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICE

# Deed



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.

**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 **\$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. 46:15-1.1) Municipality of **Boonton Township**  
 Block No. **41801** 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.)

**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 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, 1995, 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.

CLERK OF MORRIS COUNTY  
 DATE OF 05/15/2005 TIME 09:42 AM PAGES  
 CONSIDERATION 107,798.00 SENIOR  
 55.00 COUNTY FEE  
 35.00 STATE PAGE FEE  
 90.00 TOTAL RECORDING FEES  
 108.00 TOTAL TRANSFER TAX FEES  
 JH-ED CK 1783/CHG CARANA

Prepared by (print signer's name below signature)

*Scott L. Decker*  
**SCOTT L. DECKER, ESQ.**

(For Recorder's Use Only)

*Carana*  
 (6)  
 (C)

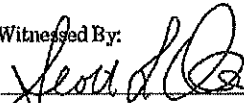
DB06380P219

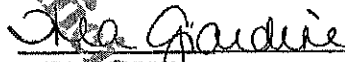
The street address of the Property is  
**60 Brae Loch Drive, Boonton Township, NJ 07005**

**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:

  
**SCOTT L. DECKER, ESQ.**

  
**THEA GIARDINA** (Seal)

(Seal)

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

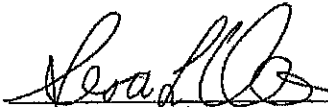
SS:

**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:**  
**Douglas 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*

DB06380P220

**STEWART TITLE INSURANCE COMPANY**

**ALTA COMMITMENT  
SCHEDULE A**

**File Number: 05-16138**

**LEGAL DESCRIPTION**

All the real property located in the <sup>TOWNSHIP</sup> ~~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 <sup>TOWNSHIP</sup> ~~Town~~ of Boonton, County of Morris.

NOTE : Lot and Block shown for informational purposes only.

DB06380P221

GIT/REP-3  
(5-05)

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

(Please Print or Type)

**SELLER(S) INFORMATION** (See Instructions, Page 2)

Name(s)

Thea Giardina

Current Resident Address:

Street

60 Brae Loch Drive

City, Town, Post Office

Boonton Township

State

NJ

Zip Code

07005

**PROPERTY INFORMATION** (Brief Property Description)

Block(s)

41601

Lot(s)

16

Qualifier

C0603

Street Address:

60 Brae Loch Drive

City, Town, Post Office

Boonton Township

State

NJ

Zip Code

07005

Seller's Percentage of Ownership

100%

Consideration

\$107,798.00

Closing Date

6-29-05

**SELLER ASSURANCES** (Check the Appropriate Box)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☒ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the interstate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

6-28-05

Date

Thea Giardina

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

DB06380P222



**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 Aumann (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.

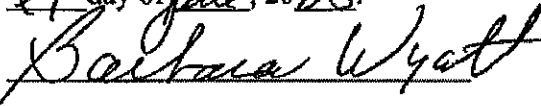
Upon closing of title, this Certification shall be recorded simultaneously with the deed conveying title of the above-described unit to the above referenced purchaser.

By:   
Housing Administrator  
Township of Boonton

Signed this 29 day of June, 2005.

Sworn and subscribed before me this

29 day of June, 2005.



BARBARA L. WYATT  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 5/7/07

DB06380P223



RTF-1 (Rev. 8/2004)

## STATE OF NEW JERSEY

## AFFIDAVIT OF CONSIDERATION

(Chapter 49, P.L. 1988, as amended through Chapter 66, P.L. 2004)

To be recorded with deed pursuant to Chapter 49, P.L. 1988, as amended by Chapter 306, P.L. 1991 (N.J.S.A. 46:15-6 et seq.)  
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY OF Morris

} ss.

## FOR RECORDER'S USE ONLY

Consideration	\$	
RTF paid by seller	\$	
Date	By	

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

## (1) PARTY OR LEGAL REPRESENTATIVE (See instructions # 3 and #4 on reverse side)

Deponent, Thea Giardina, being duly sworn according to law upon his/her oath,  
(Name)  
deposes and says that he/she is the Grantor in a deed dated 6/29/05 transferring  
(Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)  
real property identified as Block number 41601 Lot number 16 located at  
60 Brae Loch Drive, Twsp. of Boonton, Morris and annexed thereto.  
(Street Address, Municipality, County)

(2) CONSIDERATION \$ 107,798.00 (See instructions #1 and #5 on reverse side)

## (3) FULL EXEMPTION FROM FEE (See instruction #6 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 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 State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. (See instruction #7 on reverse side for A or B)  
B. { BLIND PERSON Grantor(s) ☐ legally blind or;  
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed\*

Senior citizens, blind or disabled persons must also meet all of the following criteria.

- |  |  |
|--|--|
| <input type="checkbox"/> Owned and occupied by grantor(s) at time of sale. | <input type="checkbox"/> Resident of the State of New Jersey.      |
| <input type="checkbox"/> One or two-family residential premises.           | <input type="checkbox"/> Owners as joint tenants must all qualify. |

\*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

## C. LOW AND MODERATE INCOME HOUSING (See instruction #7 on reverse side)

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Affordable according to H.U.D. standards. | <input checked="" type="checkbox"/> Reserved for occupancy.     |
| <input checked="" type="checkbox"/> Meets income requirements of region.      | <input checked="" type="checkbox"/> Subject to resale controls. |

## (5) NEW CONSTRUCTION (See instructions #8 and #10 on reverse side)

- |   |   |
|---|---|
| <input type="checkbox"/> Entirely new improvement.            | <input type="checkbox"/> Not previously occupied.   |
| <input type="checkbox"/> Not previously used for any purpose. | <input type="checkbox"/> "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed. |

Deponent makes this Affidavit to induce 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. 1988, as amended through Chapter 66, P.L. 2004.

Subscribed and sworn to before me  
this 28th day of June, 20 05

Scott L. Decker  
Scott L. DECKER  
ATTORNEY AT LAW  
STATE OF NEW JERSEY

Signature of Deponent

60 Brae Loch Dr.

Deponent Address

Boonton Twsp., NJ 07005

Thea Giardina

Grantor Name

60 Brae Loch Dr.

Grantor Address at Time of Sale

Boonton Twsp., NJ 07005

DAVID R. CARRARA, CSR  
Name/Company of Settlement Officer

## FOR OFFICIAL USE ONLY

Instrument Number	County
Deed Number	Book Page
Deed Dated	Date Recorded

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form, as required by law.  
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, visit the Division of Taxation website at  
[www.state.nj.us/treasury/taxation/lpt/localtax.htm](http://www.state.nj.us/treasury/taxation/lpt/localtax.htm)

DB06380P224

END OF DOCUMENT

**Deed**

2005-104271

2004-148507

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 Bras Loch Drive**  
**Boonton Township, NJ 07005**

referred to as the Grantor,  
**AND**

**ANNAMARIE BORDONARO**

whose post office address is **ABOUT TO BE:**  
**62 Bras 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**

Block No. **41601** Lot No. **16** Qualifier No. **C0602** 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 Suzanne L. Kaplan, unmarried by Deed of Bras 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, 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 on \_\_\_\_\_ 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.**

**THIS DREED IS BEING RE-RECORDED TO INCLUDE THE LEGAL DESCRIPTION.**

JOAN BRAMMALL - MORRIS COUNTY CLERK  
 DATE 12 13 2004 TIME 02:01 PM PAGES 5  
 CONSIDERATION \$87,035.00 SENIOR  
 50.00 COPE COUNTY FEES  
 30.00 STPG STATE PAGE FEE  
 80.00 TOTAL RECORDING FEES  
 87.50 TOTAL TRANSFER TAX FEES  
 JH-CHG PATTERSON

DB06450P211

Prepared by: (print signer's name below signature)

*Scott L. Decker*  
**SCOTT L. DECKER, ESQ.**

(For Recorder's Use Only)

JOAN BRAMMALL - MORRIS COUNTY CLERK  
 DATE 10 06 2005 TIME 09 12 AM PAGES 5  
 CONSIDERATION \$87,035.00 SENIOR  
 50.00 COPE COUNTY FEES  
 35.00 STPG STATE PAGE FEE  
 80.00 TOTAL RECORDING FEES  
 .00 TOTAL TRANSFER TAX FEES  
 EXEMPT  
 BK-CHRG L-PATERSON

**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 128 and all amendments thereto (hereinafter the "Master Deed"), being more particularly described as Condominium Unit Number 06-29, as shown on Schedule B to said Master Deed, which property is more specifically defined in Master Deed aforesaid.

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 in the common elements of said Condominium.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Lot 16 C0602 in Block 41601 of the official Tax Map of the Town of Boonton.

DB06450P212

GIT/REP-3  
(7-04)

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

(Please Print or Type)

**SELLER(S) INFORMATION (If Multiple Sellers, Each Seller Must Complete a Certification)**

Name(s)

REGAN, JOSEPH + SUZANNE

Current Resident Address:

Street: 62 Brae Loch Drive

City, Town, Post Office

State

Zip Code

BOONTON

Township

NJ

07005

Home Phone

Business Phone

973 226-2417

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

41601

Lot(s)

16

Qualifier

C0602

Street Address:

62 Brae Loch Drive

City, Town, Post Office

State

Zip Code

BOONTON Twp

NJ

07005

Seller's Percentage of Ownership

100%

Consideration

\$87,035.00

Closing Date

11-30-04

**SELLER ASSURANCES (Check the Appropriate Box)**

1. ☐ I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☒ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

11-30-04

Date

11-30-04

Date

*Joseph Regan*  
\_\_\_\_\_  
(Seller) Please indicate if Power of Attorney or Attorney In Fact

*Suzanne L. Regan*  
\_\_\_\_\_  
(Seller) Please indicate if Power of Attorney or Attorney In Fact

DB06224P099

DB06450P213

**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.

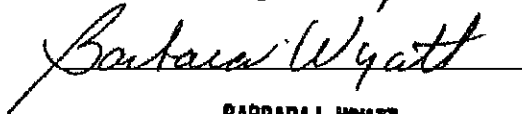
Upon closing of title, this Certification shall be recorded simultaneously with the deed conveying title of the above-described unit to the above referenced purchaser.

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

DB06450P214

DB06224P100

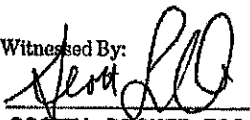
END OF DOCUMENT

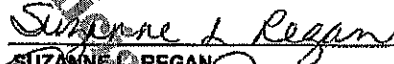
The street address of the Property is:  
**62 Brae Loch Drive, Boonton Township, NJ 07005**

**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:

  
**SCOTT L. DECKER, ESQ.**

 (Seal)  
**SUZANNE L. REGAN**

 (Seal)  
**JOSEPH REGAN**

**STATE OF NEW JERSEY, COUNTY OF MORRIS**  
 I CERTIFY that on **November 30, 2004**

**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*

DB06450P215

DB06224P097



RTF-1 (Rev. 8/2004)

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION

(Chapter 49, P.L. 1988, as amended through Chapter 66, P.L. 2004)

To be recorded with deed pursuant to Chapter 49, P.L. 1988, as amended by Chapter 308, 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.

STATE OF NEW JERSEY

} ss.

COUNTY OF Morris

## FOR RECORDER'S USE ONLY

Consideration \$ \_\_\_\_\_  
RTF paid by seller \$ \_\_\_\_\_  
Date 11/30/04 By \_\_\_\_\_

\*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, Suzanne L. Regan, being duly sworn according to law upon his/her oath,  
(Name)  
deposes and says that he/she is the Grantor in a deed dated 11/30/04 transferring  
(Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)  
real property identified as Block number 41601 Lot number 16, 0602 located at  
62 Brae Loch Drive, Twsp. of Boonton, Morris County and annexed thereto.  
(Street Address, Municipality, County)(2) CONSIDERATION \$ 87,035.00 (See Instructions #1 and #5 on reverse side)(3) FULL EXEMPTION FROM FEE (See Instruction #6 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 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 State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. (See Instruction #7 on reverse side for A or B)
- B. ☐ BLIND PERSON Grantor(s) ☐ legally blind or;
- ☐ DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed\*

Senior citizens, blind or disabled persons must also meet all of the following criteria.

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of the State of New Jersey.
- ☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

\*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #7 on reverse side)

- ☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
- ☒ Meets income requirements of region. ☒ Subject to resale controls.

(5) NEW CONSTRUCTION (See Instructions #8 and #10 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
- ☐ 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 or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1988, as amended through Chapter 66, P.L. 2004.

Subscribed and sworn to before me  
this 30th day of November, 2004SCOTT L. DECKER  
ATTORNEY AT LAW  
STATE OF NEW JERSEY

Suzanne L. Regan  
Signature of Deponent  
62 Brae Loch Dr.  
Boonton, Twsp. NJ 07005  
Deponent Address

Suzanne L. Regan

Grantor Name

62 Brae Loch Dr.

Boonton, NJ 07005  
Grantor Address at Time of Sale

Name/Company of Settlement Officer

## FOR OFFICIAL USE ONLY

Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form, as required by law.  
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, visit the Division of Taxation website at  
[www.state.nj.us/treasury/taxation/vpt/localtax.htm](http://www.state.nj.us/treasury/taxation/vpt/localtax.htm).

DB06224P098

DB06450P216

END OF DOCUMENT



**DEED****RECEIVED**

Jun 22 3 12 PM '99

This Deed is made on 1/12/99

**BETWEEN**

KEITH HOELER and ROBYN HOELER, husband and wife

whose post office address is 68 Brae Loch Drive, Boonton Township, New Jersey

JOAN BRAMHALL  
MORRIS CO. CLERK

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. 46:15-1) Municipality of Township of Boonton.  
Block No. 41601 Lot No. 16 CO 507

( ) 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, 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 easements, 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.: SH-8882F**

**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:**

**Being known and designated as Unit Number 05-26 in Building 5 in Bree Loch Condominium, together with an undivided 0.8695 percentage interest in the common elements as set forth in the Master Deed of said Condominium which was recorded January 29, 1998 in Deed Book 4323 Page 126, and First Amendment to the Master Deed of said Condominium which was recorded June 11, 1998 in Deed Book 4781 Page 83 and Affordable Housing Plan which was recorded November 29, 1995 in Deed Book 4293 Page 261.**

**FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 16 C0507 in Block 41601 on the Township of Boonton Tax Map.**

**The above description is drawn in accordance with a Survey Certificate made by Northwest Surveying, dated December 23, 1989.**

**RECEIVED IN THIS CONDITION**

**DB4915 P040**



The street address of the Property is: 68 Brae Loch Drive, Boonton Township, New Jersey

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. DECKER, ESQ.

KEITH HOELER

ROBYN HOELER

STATE OF NEW JERSEY, COUNTY OF MORRIS

SS:

I CERTIFY that on 1/8/99, 1/12/99

KEITH HOELER and ROBYN HOELER

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  
Paramppany, NJ 07034

SCOTT L. DECKER  
Attorney at Law of New Jersey

COUNTY OF MORRIS	
Consideration	51,611.00
State Tax	52.00
Additional Tax	-
REALTY TRANSFER FEE	5900.00
Date	1.22.99
RECORDING FEE	24.00

DB4915 P041

NOTES: AFFIDAVIT OF CONSIDERATION  
R.P.L. 1968, 1973

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

ALL-STATE TITUL TRUST CO.  
One Commerce Drive, Newark, N.J. 07102  
DNV T-1

PARTIAL EXEMPTION  
(c. 176, P.L. 1973)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-3 et seq.) 008346

STATE OF NEW JERSEY

COUNTY OF MORRIS

FOR RECORDER'S USE ONLY

Consideration \$ 51,611.00  
Realty Transfer Fee \$ 52.00  
Date By 7 52.00

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

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

Deponent, KEITH HOELER, being duly sworn according to law upon his oath deposes and

says that he/she is the GRANTOR

In a deed dated January 13, 1999 transferring real property identified as Block No. 41601

and located at 16 CO 507 68 Bras Loch Drive, Township of Boonton, New Jersey

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed herein answered, the actual amount of money and the monetary value of any other thing of value constituting the entire consideration paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 51,611.00

(3) FULL EXEMPTION FROM FEE

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

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1973 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 62 yrs. of age or over.\*  
☐ One or two-family residential premises

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owner.

b) BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.\*  
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owner.

c) DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.\*  
☐ One or two-family residential premises.  
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ Not gainfully employed.  
☐ No joint owners other than spouse or other qualified exempt owner.

\*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE QUALIFIED QUALIFY.

d) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- ☒ Affordable According to H.U.D. Standards.  
☒ Meets Income Requirements of Region.

- ☒ Reserved for Occupancy.  
☒ Subject to Resale Controls.

e) NEW CONSTRUCTION (See Instruction #9)

- ☐ Entirely new improvement.  
☐ Not previously used for any purpose.

- ☐ Not previously occupied. †

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

Subscribed and Sworn to before me

this 13 day of January, 1999

Notary Public for New Jersey

KEITH HOELER

Notary Public for New Jersey

SCOTT L. DECKER  
ATTORNEY AT LAW OF NJ

Address of Deponent

68 Bras Loch Drive, Township of  
Boonton, NJ

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL - White copy to be retained by County.


DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 16:18-6.12).

TRIPPLICATE - Pink copy is your file copy.

END OF DOCUMENT

DB4915 P042

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICE

<b>Morris County Recording Cover Sheet</b>    <b>Honorable Ann F. Grossi, Esq.</b> <b>Morris County Clerk</b>		<b>MORRIS COUNTY, NJ</b> Ann F. Grossi DEED-OR BOOK 24545 PG 1956 RECORDED 12/21/2022 13:08:30 FILE NUMBER 2022079541 RCPT # 1763053; RECD BY: LHERNANDEZ eRecord RECORDING FEES 90.00 TOTAL TAX 144.00 INDEX FEE
<b>Official Use Only - Realty Transfer Fee</b>  \$ 144.00		<b>Official Use Only - Barcode</b>
<b>Date of Document:</b> 2022-11-14	<b>Type of Document:</b> DEED AND REALTY TAX FEES	
<b>First Party Name:</b> Lorraine S Whritenour Executrix for the estate of Mary K. Mack	<b>Second Party Name:</b> Gregory T LaPointe	
<b>Additional Parties:</b>		

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
<b>Block:</b> 41801,	<b>Lot:</b> 16
<b>Municipality:</b> BOONTON TWP	
<b>Consideration:</b> 143513.00	
<b>Mailing Address of Grantee:</b> 70 Brae Loch Drive, Unit 05-25 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	
<b>Original Book:</b>	<b>Original Page:</b>

<p align="center"><b>MORRIS COUNTY RECORDING COVER SHEET</b></p> <p align="center">Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.</p> <p align="center"><b>WARNING:</b> Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.</p>
--

23989  
12/19/22**Deed**

This Deed is made on NOVEMBER 14, 2022 Delivered on December 9, 2022  
 BETWEEN Lorraine S. Whritenour, Executrix

For the Estate of: Mary K. Mack

whose post office address is 204 Toner Road, Boonton,  
NJ 07005

referred to as the Grantor,  
 AND Gragory LaPointe, single

whose post office address is about to be 70 Brae Loch Drive, Unit 05-25, Boonton Township, NJ 07005

referred to as the Grantee.

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

1. **Grantor.** The Grantor makes this Deed as the Personal Representative of the Estate of Mary K. Mack  
 who died on 3/31/2022, late of the  
Township of Boonton, County of Morris and  
 State of New Jersey. Letters were issued to the Grantor herein by the surrogate of Morris County  
 on 6/3/2022.

2. **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 \$143,513.00  
One Hundred Forty-Three Thousand Five Hundred Thirteen Dollars and No Cents.

The Grantor acknowledges receipt of this money.

3. **Tax Map Reference.** (N.J.S.A. 40:26A-3) Municipality of Township of Boonton  
 Block No. 41601 Lot No. 16 Qualifier No. C0506 Account No. \_\_\_\_\_  
☐ No property tax identification number is available on the date of this Deed. (Check box if applicable.)

4. **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.)

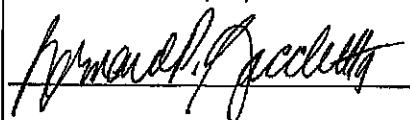
BEING the same premises conveyed to Mary K. Mack by Deed from Diane A. Callan, dated November 23, 2010, and  
 recorded December 6, 2010, in the Office of the Morris County Clerk in Deed Book 21683, Page 886.

The said Mary K. Mack departed this life March 31, 2022, leaving Last Will and Testament filed in the Morris  
 County Surrogate's Court under Docket No. MRS-P-1102-2022. Letters Testamentary were issued to Lorraine S.  
 Whritenour on May 3, 2022.

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 14, 1995, which was filed in the Office of the Morris County Clerk in Book 4293 Page 261 on November  
 29, 1995, and also on file with the Township of Boonton.

Prepared by:  
Bernard P. Bacchetta, Esq.

(For Recorder's Use Only)





# WESTCOR

LAND TITLE INSURANCE COMPANY

## 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, situated in Brae Loch Condominium, a condominium, established in accordance with the N.J.S.A. 48:8b-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 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 PURPOSES ONLY: BEING known as 70 Brae Loch Drive, Unit 05-25, Boonton Twp, NJ 07006. Tax Lot 16 Qualifier C0506 in Tax Block 41601 on the Official Tax Map of the Township of Boonton, Morris County, State of New Jersey

*This is not an official document*



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

## State of New Jersey Seller's Residency Certification/Exemption

### Seller's Information

Name(s)

Lorraine S. Whritenour, Executrix for the Estate of Mary K. Mack

Current Street Address

204 Toner Road

City, Town, Post Office

Boonton

State

NJ

ZIP Code

07005

### Property Information

Block(s)

41601

Lot(s)

16

Qualifier

C0606

Street Address

70 Brae Loch Drive, Unit 05-25

City, Town, Post Office

Boonton Township

State

NJ

ZIP Code

07005

Seller's Percentage of Ownership

100

Total Consideration

\$143,513.00

Owner's Share of Consideration

\$143,513.00

Closing Date

12/9/22

### Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. ☒ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
8. ☐ Seller did not receive non-like kind property.
9. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
12. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. ☐ The property transferred is a cemetery plot.
15. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
16. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

### Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

11/14/22

Date

Lorraine S. Whritenour

Signature (Seller)

Lorraine S. Whritenour, Executrix

Indicate if Power of Attorney or Attorney in Fact

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

MUST SUBMIT IN DUPLICATE  
 NO1646 - Affidavit of Consideration  
 RTP-1 (Rev. 3/2/22) - P022

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 www.allstatelegal.com 800.222.0610 Page 1

STATE OF NEW JERSEY  
**AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER**

(Chapter 48, P.L. 1988, as amended through Chapter 83, P.L. 2006) (N.J.S.A. 40:16-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY	} SS.	County Municipal Code <b>1402</b>	<b>FOR RECORDER'S USE ONLY</b>	
COUNTY <b>MORRIS</b>			Consideration \$ <b>143,573.00</b>	RTP paid by seller \$ <b>144.00</b>
Municipality of Property Location: <b>Boonton Township</b>			Date <b>12-21-22</b>	By <b>LA</b>

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

(1) **PARTY OR LEGAL REPRESENTATIVE** (Instructions 3 and 4 attached)  
 Deponent, **Lorraine S. Whritenour, Executrix** (Name), being duly sworn according to law upon his/her oath, deposes  
 and says that he/she is the **Grantor** in a deed dated **NOVEMBER 14 2022**  
 (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
 transferring real property identified as Block No. **41801**, Lot No. **18 00598** located at  
**70 Brae Loch Drive, Boonton Township, NJ 07005** and annexed thereto,  
 (Street Address, Town)

(2) **CONSIDERATION: \$143,573.00** (Instructions 1 and 5) ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class **4A 4B 4C**. If property transferred is Class 4A, calculation in Section 3A below is required.  
 (circle one)

(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** (Instruction 8)  
 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 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. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1976; C. 118, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over (Instruction 9)  
 B. **BLIND PERSON** Grantor(s) ☐ legally blind or:  
**DISABLED PERSON** Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments  
☐ not gainfully employed

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:  
☐ Owned and occupied by grantor(s) at time of sale ☐ Resident of State of New Jersey  
☐ One or two-family residential premises ☐ Owners as joint tenants must all qualify

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** (Instruction 9) IF APPLIES ALL BOXES MUST BE CHECKED

☒ Affordable according to HUD standards ☒ Reserved for occupancy  
☒ Meets income requirements of region ☒ Subject to resale controls

(6) **NEW CONSTRUCTION** (Instructions 9, 10 and 13) IF APPLIES ALL BOXES MUST BE CHECKED

☐ Entirely new improvement ☐ Not previously occupied  
☐ Not previously used for any purpose ☐ "NEW CONSTRUCTION" printed clearly at top of the first page of the deed

(7) **RELATED LEGAL ENTITIES TO LEGAL ENTITIES** (Instructions 6, 12 and 14) IF APPLIES ALL BOXES MUST BE CHECKED

☐ 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) **INTERCOMPANY TRANSFER** (Instructions 15) IF APPLIES ALL BOXES MUST BE CHECKED

☐ 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 Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 48, P.L. 1988, as amended through Chapter 83, P.L. 2006.

Subscribed and sworn to before me  
 this **14** day  
 of **NOVEMBER**, 20 **22**  
**Bernard P. Baehre III** Signature of Deponent **Lorraine S. Whritenour** Grantor Name  
**204 Toner Road** **204 Toner Road**  
**Boonton, NJ 07005** **Boonton, NJ 07005**  
 Deponent Address Grantor Address at Time of Sale  
**XXX-XX-X 0 1 4** Name/Company of Settlement Officer  
**A N. J. Attorney at Law** **Simplicity Title**

County recording officers shall forward one copy of such RTP-1 form when section 3A is completed to: State of New Jersey, P.O. Box 261, Trenton, NJ 08646-0261, Attention: Realty Transfer Fee Unit

<b>FOR OFFICIAL USE ONLY</b>	
Instrument Number <b>2022019541</b>	County <b>MORRIS</b>
Deed Number <b>14545</b>	Page <b>1956</b>
Deed Dated <b>11-14-22</b>	Date Recorded <b>12-21-22</b>

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/rtp/consider.htm

NO1646 - Affidavit of Consideration for Use by Seller  
 Exemption - RTP-1 - To be recorded with Deed  
 Rev. 3/2/22 P022

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 A Division of ALL-STATE International, Inc.  
 www.allstatelegal.com 800.222.0610

The above premises are sold subject to easements and restrictions of record, such state of facts as an accurate survey would reveal and the Zoning Ordinance of the Township of Boonton.

This Deed is delivered on DECEMBER 9, 2022

The street address of the property is: **70 Bras Loch Drive, Unit 05-25, Boonton Township, NJ 07005**

5. **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).
6. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed. (Print name below each signature.)

Witnessed or Attested by:

Bernard P. Bacchetta  
BERNARD P. BACCHETTA

Lorraine S. Whritenour (Seal)  
Lorraine S. Whritenour, Executrix (Seal)

(Seal)

STATE OF NEW JERSEY, COUNTY OF MORRIS  
I CERTIFY that on NOV. 14, 2022

SS:

Lorraine S. Whritenour, Executrix for the Estate of Mary K. Mack

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 in his or her capacity as personal representative of the deceased owner; and
- (c) made this Deed for \$ 143,513.00 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.)

Bernard P. Bacchetta  
Bernard P. Bacchetta, Attorney-at-Law  
State of New Jersey  
Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_

SS:

I CERTIFY that on \_\_\_\_\_

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

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as \_\_\_\_\_ of \_\_\_\_\_ the entity named in this Deed;
- (c) made this Deed for \$ \_\_\_\_\_ 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); and
- (d) executed this Deed as the act of the entity, in his or her capacity as personal representative of the deceased owner.

RECORD AND RETURN TO:  
Simplicity Title  
70 Grove Street  
Somerville, NJ 08876

Print name and title below signature

Prepared By: ANTHONY J. SPOSARO, ESQ.

# DEED

MORRIS COUNTY, NJ  
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: ABedkowski  
RECORDING FEES \$80.00  
TOTAL TAX \$61.00

This Deed is made on July 14, 2016

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, 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 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 appurtenant thereto, in accordance with, and subject to the terms, conditions, provisions, covenants, restrictions, easements, and other matters contained in the Master Deed for said Brae Loch Condominium, which Master Deed was dated December 21, 1995, and recorded on January 29, 1996 in the Clerk's Office of the County of Morris, in Book 4323, Page 126, as amended in Book 21458 page 1460; 1<sup>st</sup> Amendment to Master Deed in Book 4781 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 Tax 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 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.

NJRB 3-08 Effective: 02/15/07 Revised: 09/10/07  
ORT Form 4311 ANJ  
Schedule A  
ALTA Plain Language Title 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

Chester

State

NJ

Zip Code

07930

**PROPERTY INFORMATION**

Block(s)

Portion of 41801

Lot(s)

16

Qualifier

C0805

Street Address

72 Brae Loch Drive

City, Town, Post Office Box

Boonton

State

NJ

Zip Code

07005

Seller's Percentage of Ownership

100%

Total Consideration

\$60,786.00

Owner's Share of Consideration

\$60,786.00

Closing Date

7/21/16

**SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)**

1. ☒ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.  
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

**SELLER'S DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

JULY 14, 2016

Date

*Michael Aleshevich*

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

RTF-1 (Rev. 7/14/16)  
MUST 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. 2008) (N.J.S.A. 46:15-4 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY OF MORRIS

SS. County Municipal Code  
1402

FOR RECORDER'S USE ONLY  
Consideration \$ 60,786.00  
RTF paid by seller \$ 60.00  
Date 8/14/16 By ASB

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, MICHAEL ALESHEVICH being duly sworn according to law upon his/her oath,

(Name)  
deposes and says that he/she is the Grantor in a deed dated July 14, 2016 transferring  
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number Portion of Block 41601 Lot number 16 00505 located at  
72 Brae Loch Drive, Boonton Township, Morris County, New Jersey and annexed thereto.  
(Street Address, Town)

(2) CONSIDERATION \$ 60,786.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A ☐ 4B ☐ 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:  
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ \_\_\_\_\_ % = \$ \_\_\_\_\_

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (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). Make reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. \* (Instruction #9 on reverse side for A or B)  
B. { BLIND PERSON Grantor(s) ☐ legally blind or;  
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:  
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.  
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #10 on reverse side)  
☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.  
☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

☐ Entirely new improvement. ☐ Not previously occupied.  
☐ Not previously used for any purpose. ☐ NEW CONSTRUCTION\* printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #3, #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. 1988, as amended through Chapter 33, P.L. 2008.

Subscribed and sworn to before me  
this 20 day of July, 2016

Michael Aleshevich  
Signature of Deponent

MICHAEL ALESHEVICH  
Grantor Name

72 Brae Loch Drive  
Boonton, NJ 07005

72 Brae Loch Drive  
Boonton, NJ 07005

Deponent Address

Grantor Address at Time of Sale

XXX-XXX-XXXX

Use three digits in Grantor's Social Security Number Name/Company of Settlement Officer

2016 050215 FOR OFFICIAL USE ONLY  
Instrument Number 050215 County MORRIS  
Deed Number 050215 Book 050215 Page 113  
Deed Dated 8/14/16 Date Recorded 8/14/16

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY  
PO BOX 261  
TRENTON, NJ 08646-0261

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: [www.state.nj.us/treasury/taxation/rtf1601tax.htm](http://www.state.nj.us/treasury/taxation/rtf1601tax.htm)



assigns, as attorney-in-fact as provided in this Affordable Housing Deed and Section 10 of the Master Deed.


  
 \_\_\_\_\_

  
 DOROTHY ROWENS

**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:

  
 MICHAEL ALESHEVICH

  
 ANTHONY J. SPOSARO


STATE OF NEW JERSEY, COUNTY OF Morris: SS.

I CERTIFY that on July 14, 2016, 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.)

Record and Return to:

Bernard P. Bacchetta, Esq.  
 821 Main Street  
 Boonton, NJ 07005

  
 ANTHONY J. SPOSARO  
 An Attorney At Law of New Jersey



# 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 #: 9719361 RECD BY: WJackson  
 Prepared by: J. Bilheimer  
 RECORDING FEES \$70.00  
 TOTAL TAX \$558.00

JOHN A. BILHEIMER  
 Attorney at Law of New Jersey

This Deed is made on May 8, 2014 *delivered on June 12, 2014*

## BETWEEN

JORGE L. GALVIS and DINEL GALVIS, husband & wife

whose address is 74 Brae Loch Drive, Boonton, NJ, 07005

referred to as the Grantor

## AND

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.

(4)

**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 .8695 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.

GIT/REP-3  
(5-12)

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

(Please Print or Type)

**SELLER(S) INFORMATION (See Instructions, Page 2)**

Names(s)

JORGE L. GALVIS AND DINEL GALVIS, HUSBAND &amp; WIFE

Current Resident Address:

Street: 6308 BANNON CROSSINGS DRIVE

City, Town, Post Office

LOUISVILLE

State

KY

Zip Code

40218

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

41801

Lot(s)

16

Qualifier

C0504

Street Address:

74 BRAE LOCH DRIVE

City, Town, Post Office

BOONTON

State

NJ

Zip Code

07005

Seller's Percentage of Ownership

100%

Consideration

\$139,318.00

Closing Date

6/12/2014

**SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)**

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☒ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).  
☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

5/8/14  
Date5/8/14  
DateJorge L. Galvis  
Signature

(Seller) Please Indicate if Power of Attorney or Attorney in Fact

Dinel Galvis  
Signature

(Seller) Please Indicate if Power of Attorney or Attorney 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 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:

W.A. Smacker  
W.A. Smacker

Jorge L. Galvis (Seal)  
Jorge L. Galvis  
Dinel Galvis (Seal)  
Dinel Galvis

STATE OF KENTUCKY  
COUNTY OF Jefferson

I CERTIFY that on May 8<sup>th</sup>, 2014

JORGE L. GALVIS 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: \$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  
Bessie A. Lurry Notary  
Notary Public of Kentucky  
My commission expires 3/13/2015

STATE OF KENTUCKY  
COUNTY OF Jefferson

I CERTIFY that on May 8<sup>th</sup>, 2014

DINEL GALVIS 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: \$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  
Bessie A. Lurry Notary  
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

# DEED

Prepared By:



Alice Bartholomew, Real Estate Paralegal

This Deed is made on March 18 2015**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 MAZZOLA**

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, dated June 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:

Alice Bartholomew

Alice Bartholomew

Jason Moorhouse (Seal)  
Jason Moorhouse

Elizabeth Moorhouse (Seal)  
Elizabeth Moorhouse

STATE OF NEW JERSEY

SS.

COUNTY OF MORRIS

I CERTIFY that on MARCH 18, 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 Bartholomew

ALICE BARTHOLOMEW  
A Notary Public of New Jersey  
My Commission Expires 9/2/15



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 83 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 41801 on the Township of Boonton Tax Map.

FOR INFORMATIONAL PURPOSES ONLY: BEING COMMONLY KNOWN AS 76 Brae Loch Drive, Unit 05-22, Boonton, NJ 07006

ORT Form 4308 NJ  
NJRB 3-07 Effective: 02/15/07 Revised: 09/10/07  
ALTA Title Insurance Commitment Adopted 06/17/06

GIT/REP-3  
(5-12)

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

(Please Print or Type)

**SELLER(S) INFORMATION (See Instructions, Page 2)**

Names(s)

JASON MOORHOUSE AND ELIZABETH MOORHOUSE

Current Resident Address:

Street: 945 WOOTTON STREET

City, Town, Post Office

BOONTON

State

NJ

Zip Code

07005

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

41801

Lot(s)

16

Qualifier

C0503

Street Address:

76 BRAE LOCH DRIVE, UNIT 05-22

City, Town, Post Office

BOONTON

State

NJ

Zip Code

07005

Seller's Percentage of Ownership

100%

Consideration

\$98,181.00

Closing Date

3/18/15

**SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)**

1. ☐ I am a resident taxpayer (Individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☒ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 1221, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).  
☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

3/18/15

Date

3/18/15

Date

*Jason Moorhouse*  
Signature  
(Seller) Please indicate if Power of Attorney or Attorney in Fact

*Elizabeth Moorhouse*  
Signature  
(Seller) Please indicate if Power of Attorney or Attorney in Fact

RECORD AND RETURN TO:

MAIN STREET TITLE  
190 MAIN STREET  
SUITE 305  
HACKENSACK, NEW JERSEY 07601

MORRIS COUNTY, NJ  
ANN F. GRD881, COUNTY CLERK  
DEED-OR BOOK 22687 PG 1631  
RECORDED 04/06/2015 13:49:22  
FILE NUMBER 2015018248  
RCPT #: 1044199; RECD BY: Skaeffe  
RECORDING FEES \$80.00  
TOTAL TAX \$394.00

*This is not an official document*

Prepared by  
  
LAURA S. MUNZER, ESQ.

## DEED

**Willow Settlement Services # 2268**

This Deed is made on September 25, 2008

Record and Return to:  
Willow Settlement Services, LLC  
15 South Main Street  
Nazareth, PA 18064

**BETWEEN**

**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.

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. 7/03)  
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

COUNTY

Passaic

SS. County Municipal Code  
1402

MUNICIPALITY OF PROPERTY LOCATION Boonton

FOR RECORDER'S USE ONLY

Consideration \$ 87,457.00  
RTF paid by seller \$ 87.50  
Date 9/30/08 By SR

\*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, DANIEL LINKLETTER, being duly sworn according to law upon his/her oath,  
(Name)  
deposes and says that he/she is the Grantor in a deed dated September 2008 transferring  
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
real property identified as Block number 41801 Lot number 16 C0502 located at  
78 Brae Loch Drive, Boonton Twp. and annexed thereto.  
(Street Address, Town)

(2) CONSIDERATION \$ 87,457.00 (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 #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #9 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (See Instruction #9 on reverse side)

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 Basis Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1976; C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 82 years of age or over. \* (See Instruction #9 on reverse side for A or B)  
B. BLIND PERSON Grantor(s) ☐ legally blind or;  
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed\*

Senior citizens, blind 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 THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS 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.  
☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.  
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me  
this 23 day of September, 20 08

Laura S. Hunter  
Attorney at Law of NJ

Signature of Deponent

78 Brae Loch Drive, Boonton NJ  
Deponent Address

XXX-XX- 9 3 3

Last 3 digits in Grantor's Social Security Number

Daniel Linkletter

Grantor Name

78 Brae Loch Drive, Boonton, NJ  
Grantor Address at Time of Sale

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY  
Instrument Number 2008020 916 County Morris  
Deed Number 4125108 Book 21164 Page 3233  
Deed Dated 9/30/08 Date Recorded 9/30/08

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY - DIVISION OF TAXATION

PO BOX 261

TRENTON, NJ 08646-0261

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: [www.state.nj.us/treasury/taxation/rtf/taffidav.htm](http://www.state.nj.us/treasury/taxation/rtf/taffidav.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 Lia Caravella (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: *Barbara Shipard*  
Housing Administrator  
Township of Boonton

Signed this 28<sup>th</sup> day of Aug., 2008.

Sworn and subscribed before me this  
28<sup>th</sup> day of Aug., 2008.

*Maureen D. Como*

MAUREEN D. COMO  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES AUG. 3, 2010  
I.D. # 2000504

MORRIS COUNTY, NJ  
JOAN BRAMHALL, COUNTY CLERK  
DEED-OR BOOK 21164 PG 0233  
RECORDED 09/30/2008 11:08:45  
FILE NUMBER 2008070916  
RCPT #: 3201107 RECD BY: sally  
RECORDING FEES 90.00  
MARGINAL NOTATION 0.00  
TOTAL TAX 87.50



**SCHEDULE A**  
(Continued)  
**LEGAL DESCRIPTION**

File No. **WS2268**Commitment No. **WS2268**

ALL THAT CERTAIN tract, lot 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.



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.

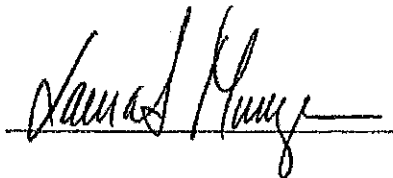
The owner's right, title, and interest in this unit, and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT dated December 21, 1995 which was filed in the Office of the Morris 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.

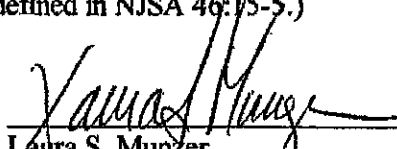
Witnessed by:


 (Seal)  
 DANIEL LINKLETTER

STATE OF NEW JERSEY, COUNTY OF *Passaic* 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 46:15-5.)

  
 Laura S. Munzer  
 Attorney at Law of NJ

GIT/REP-3  
(12-07)

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

(Please Print or Type)

**SELLER(S) INFORMATION** (See Instructions, Page 2)

Name(s)

DANIEL LINKLETTER

Current Resident Address:

Street: 78 Brae Loch Drive

City, Town, Post Office

Boonton

State

NJ

Zip Code

07005

**PROPERTY INFORMATION** (Brief Property Description)

Block(s)

41601

Lot(s)

16

Qualifier

C0502

Street Address:

78 Brae Loch Drive

City, Town, Post Office

Boonton

State

NJ

Zip Code

Seller's Percentage of Ownership

100%

Consideration

\$87,451.00

Closing Date

9/25/2008

**SELLER ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. ☒ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
- ☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

9/25/08

Date

Signature

(Seller) Please Indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please Indicate if Power of Attorney or Attorney in Fact

Prepared by: Fred A. Iskowicz, Esq.

103832

**AFFORDABLE HOUSING DEED**

This Affordable Housing Deed made this 12th day of December 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 "GRANTOR")

**AND**

Joyce Greco and Nancy A. Anthony, both unmarried  
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 (\$76,635.00) 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 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 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 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

DB4687 P319

RECEIVED

ALFONSE W. SCERBO  
MORRIS CO. CLERK

DEC 17 2 18 PM '97

This is not an official document

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 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

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 aforescribed 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 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 from 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.

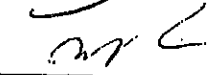
IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly executed the day and year first above written.

WITNESS:

  
Fred A. Iskowitz,  
as to both

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

By:   
LARRY PANTIRER, Member

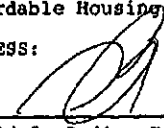
By:   
ALAN PINES, Member

COUNTY OF MORRIS	
Consideration	76,632.00
Base Tax	17.00
Additional Tax	
REALTY TRANSFER FEE	17.00
Date	10.17.07
RECORDING FEE	26.00

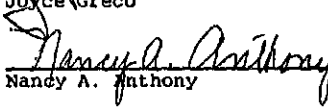
DB4687 P32H

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:

  
Arnold I. Budin, Esq.

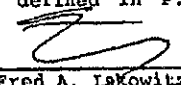
  
Joyce Greco

  
Nancy A. Anthony

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

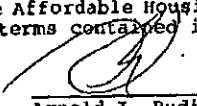
STATE OF NEW JERSEY :  
: SS  
COUNTY OF UNION :

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 Pantizer 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. 1969 c.49, Section 1(c) is \$76,635.00.

  
Fred A. Iskowitz  
Attorney at Law of New Jersey

STATE OF NEW JERSEY :  
: SS  
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, GREENMAN & GREENMAN  
Attorney at Law of New Jersey

**AFFORDABLE HOUSING DEED**

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

DATED: December 12, 1997

Record and Return to:

("Grantor")

Arnold I. Budin, Esq.  
BUDIN, GREENMAN & GREENMAN  
1379 Morris Avenue  
Union, N.J. 07083

to

Joyce Greco and Nancy A. Anthony,  
both unmarried  
("Grantee")

JB4687 P322



NC1646 - Affidavit of Consideration  
RTF-1 (Rev. 1/1/88)  
Print Date 8/97

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

ALL-STATE® Legal  
A Division of ALL-STATE International, Inc.  
908-272-0900

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

To be recorded with Deed pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1983 (N.J.S.A. 46:15-5 et seq.) 103832

STATE OF NEW JERSEY  
COUNTY OF UNION SS.

FOR RECORDER'S USE ONLY  
Consideration \$ 77,000  
Realty Transfer Fee \$ 77.00  
Date By 7/7/97

(1) PARTY OR LEGAL REPRESENTATIVE

(See Instructions #3, 4 and 5 on reverse side.)

Deponent Larry Pantirer

Using duly sworn according to law upon his/her oath

deposes and says that he/she is the **XX** a Member of Brae Loch Associates, LLC, in a deed dated 12/12/97  
a N. J. Limited Liability Company, Grantor, and the other party, Officer of the Co. (Lending Institution, etc.)

transferring real property identified as Block No. 41601 Qual C 0407 Lot No. 16

located at 84 Brae Loch Drive

(Street Address, Municipality, County)

Township of Boonton, County of Morris, State of N. J. and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 76,635.00

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

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will result in the partial exemption. (See Instructions #8 and #9.)

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

A) SENIOR CITIZEN (See Instruction #8.)  
☐ Grantor(s) 62 yrs. of age or over.  
☐ One or two-family residential premises.

☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

B) BLIND (See Instruction #8.)  
☐ Grantor(s) legally blind.  
☐ One- or two-family residential premises.  
☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)  
☐ Grantor(s) permanently and totally disabled.  
☐ One or two-family residential premises.  
☐ Receiving disability payments.  
☐ Owned and occupied by grantor(s) at time of sale.  
☐ Not gainfully employed.  
☐ No joint owners other than spouse or other qualified exempt owners.

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

C) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)  
☒ Affordable According to HUD Standards.  
☒ Meets Income Requirements of Region.

☐ Reserved for Occupancy.  
☒ Subject to Resale Controls.

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

☐ Not previously occupied.

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

Subscribed and sworn to before me this 12th day of December, 1997

Fred A. Iskowitz  
An Attorney At Law  
of New Jersey

Name of Deponent (Sign Above Line)  
Larry Pantirer  
1325 Morris Avenue  
Union, N. J. 07083

Address of Deponent

Brae Loch Associates, LLC  
Name of Grantor (Sign Above Line)  
1325 Morris Avenue  
Union, N. J. 07083

Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.  
Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

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

ORIGINAL - White Copy To be retained by County.

DUPLICATE - Yellow Copy To be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 8.12).

TRIPPLICATE - Pink Copy is your file copy.

END OF DOCUMENT

084687 P323

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER



JAN-28-2010 15:25

908 688 4334

908 688 4334

MORRIS COUNTY, NJ  
 JOAN BRAMHALL, COUNTY CLERK  
 DEED-OR BOOK 21487 PG 0474  
 RECORDED 02/05/2010 12:23:45  
 FILE NUMBER 2010008783  
 RCPT #: 4891287 RECD BY: natasha  
 RECORDING FEES \$0.00  
 MARGINAL NOTATION 0.00

# DEED

This Deed is made on February 1, 2010  
 BETWEEN

**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 "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 AND 00/100 (\$1.00) --- DOLLAR.**

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of **BOONTON TOWNSHIP**  
 Block No. **41601** Lot No. **16** Qualifier No. **C0407** 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:

☐ 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 Boonton, 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 aforesaid.

ALSO KNOWN AND DESIGNATED as a portion of Block No. 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 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 signer's name below signature)

(For Recorder's Use Only)

ARNOLD L. BUDIN, ESQ.

5

JAN-28-2010 15:26

908 688 4334

908 688 4334 P.03

BEING the same premises conveyed to the within Grantors by Deed from Brae 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, 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:

Monie Greco Joyce Greco (Seal)  
Betty Greco Nancy A. Anthony (Seal)  
 NANCY A. ANTHONY

Delaware  
 STATE OF NEW JERSEY, COUNTY OF Sussex SS.

I CERTIFY that on February, 2010, JOYCE GRECO,  
 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 \$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.)

Julia Lynn Hoyer  
 (Notary Public)  
 JULIA LYNN HOYER  
 NOTARY PUBLIC  
 STATE OF DELAWARE  
 My Commission Expires Dec. 15, 2013

STATE OF DELAWARE, COUNTY OF Sussex SS.

I CERTIFY that on February 1, 2010, NANCY A. ANTHONY,  
 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 \$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.)

Julia Lynn Hoyer  
 (Notary Public)

JULIA LYNN HOYER  
 NOTARY PUBLIC  
 STATE OF DELAWARE  
 My Commission Expires Dec. 15, 2013

**RECORD AND RETURN TO:**

Arnold I. Budin, Esq.  
 Budin, Greenman & Greenman  
 1279 Morris Avenue  
 Union, NJ 07083

JAN-28-2010 15:26

908 688 4334

908 688 4334 P.04



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

GIT/REP-3  
 (10-09)

Please Print or Type

**SELLER'S INFORMATION** (See Instructions, Page 2)

Name(s)

NANCY A. ANTHONY

Current Resident Address:

Street: 84 BRAE LOCH DRIVE

City, Town, Post Office

State

Zip Code

BOONTON TOWNSHIP

NJ

07005

**PROPERTY INFORMATION** (Brief Property Description)

Block(s)

Lot(s)

Qualifier

41601

16

C0407

Street Address:

84 BRAE LOCH DRIVE

City, Town, Post Office

State

Zip Code

BOONTON TOWNSHIP

NJ

07005

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$1.00

2/1/10

**SELLER ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☒ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
- ☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

**SELLER'S DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

2-1-2010

Date

NANCY A. ANTHONY

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

JAN-28-2010 15:26

908 688 4334

908 688 4334 P.05



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

GIT/REP-3  
(10-09)

Please Print or Type

**SELLER(S) INFORMATION** (See Instructions, Page 2)

Name(s)

JOYCE GRECO

Current Resident Address:

Street: 34 BRAE LOCH DRIVE

City, Town, Post Office

BOONTON TOWNSHIP

State

NJ

Zip Code

07005

**PROPERTY INFORMATION** (Brief Property Description)

Block(s)

41601

Lot(s)

16

Qualifier

C0407

Street Address:

84 BRAE LOCH DRIVE

City, Town, Post Office

BOONTON TOWNSHIP

State

NJ

Zip Code

07005

Seller's Percentage of Ownership

50%

Consideration

\$1.00

Closing Date

2/1/10

**SELLER ASSURANCES** (Check the Appropriate Box). (Boxes 2 through 8 apply to Residents and Non-residents)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☒ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
- ☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

2-1-2010  
 Date

JOYCE GRECO

Signature

(Seller) Please indicate if Power of Attorney or Attorney In Fact

\_\_\_\_\_  
 Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney In Fact

JAN-28-2010 15:27

908 688 4334

908 688 4334 P.06

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. 49:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY MORRIS } SS. County Municipal Code  
1402MUNICIPALITY OF PROPERTY LOCATION BOONTON TOWNSHIP

## FOR RECORDER'S USE ONLY

Consideration \$ 1.00  
RTF paid by seller \$ 0  
Date 2/15/2010 By [Signature]

\*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 sworn according to law upon his/her oath,  
(Name)  
deposes and says that he/she is the GRANTOR in a deed dated February 1, 2010 transferring  
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
real property identified as Block number 41601 Lot number 18 - C0407 located at  
84 BRAE LOCH DRIVE, BOONTON TOWNSHIP, NEW JERSEY and annexed thereto.  
(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:  
(See Instructions #5 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. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(A) FOR A CONSIDERATION OF LESS THAN \$100 (B) BETWEEN PARENT AND CHILD

## (5) PARTIAL EXEMPTION FROM FEE (See Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 68, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. \* (See Instruction #9 on reverse side for A or B)
- B. { BLIND PERSON Grantor(s) ☐ legally blind or; \*  
 DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed \*

Senior citizens, blind 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 THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS 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.  
☐ Meets income requirements of region. ☐ Subject to resale controls.

## (6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.  
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me  
this 15<sup>th</sup> day of February, 20 10[Signature][Signature]  
JOYCE GRECO  
84 Brae Loch Dr., Boonton Twp.  
Deponent Address

Joyce Greco/Nancy A. Anthony

Grantor Name

84 Brae Loch Dr., Boonton Twp. NJ

Grantor Address at Time of Sale

Budin, Greenman &amp; Greenman

Name/Company of Settlement Officer

JULIA LYNN HOYER  
NOTARY PUBLIC  
STATE OF DELAWARE

My Commission Expires Dec. 15, 2013

Last 3 digits in Grantor's Social Security Number 162FOR OFFICIAL USE ONLY  
Instrument Number 201002183 County MORRIS  
Deed Number 21487 Book 21487 Page 0187  
Deed Dated 2/15/2010 Date Recorded 2/15/2010

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY - DIVISION OF TAXATION

PO BOX 251


TRENTON, NJ 08646-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: [www.state.nj.us/treasury/taxation/rtflocatfax.html](http://www.state.nj.us/treasury/taxation/rtflocatfax.html).

TOTAL P.06



<b>Morris County Recording Cover Sheet</b>  <b>Honorable Ann F. Grossi, Esq.</b> <b>Morris County Clerk</b>		<b>MORRIS COUNTY, NJ</b> Ann F. Grossi DEED-OR BOOK 24634 PG 1952 RECORDED 08/02/2023 09:33:04 FILE NUMBER 2023028516 RCPT # 1792378; RECD BY: BCAMP eRecord RECORDING FEES 90.00 TOTAL TAX 91.50 INDEX FEE
<b>Official Use Only - Realty Transfer Fee</b> \$ 91.50		<b>Official Use Only - Barcode</b>
<b>Date of Document:</b> 2023-06-02	<b>Type of Document:</b> DEED AND REALTY TAX FEES	
<b>First Party Name:</b> Kimberly R Cacchiarelli	<b>Second Party Name:</b> Joseph T Ferris	
<b>Additional Parties:</b>		

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
<b>Block:</b> [REDACTED]	<b>Lot:</b> [REDACTED]
<b>Municipality:</b> [REDACTED]	
<b>Consideration:</b> 91451.00	
<b>Mailing Address of Grantee:</b> [REDACTED]	

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	
<b>Original Book:</b>	<b>Original Page:</b>

<b>MORRIS COUNTY RECORDING COVER SHEET</b> Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.  <b>WARNING:</b> Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.
--

155953RN-01

AFFORDABLE HOUSING DEED

This Affordable Housing Deed made this 2ND day of JUNE, 2023,  
and delivered on June 23, 2023

BETWEEN KIMBERLY R. CACCIABEVE, unmarried, whose address is 24 Cypress Terrace,  
Boonton, New Jersey 07005, Grantor

AND JOSEPH T. FERRIS, unmarried, whose address is about to be [REDACTED]  
[REDACTED] 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 [REDACTED] 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 [REDACTED] Condominium, dated December 21, 1995, and recorded in the Office of the Morris County Clerk on January 29, 1996, in [REDACTED] and all amendments thereto (hereinafter the "Master Deed"), being more particularly described as [REDACTED] 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 [REDACTED] 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 any mortgage lender.

The foregoing covenants shall be coupled with an interest in the subject matter and shall run with the title to the aforescribed 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 Brae 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**

**Seller's Information**

Name(s)

Kimberly R. Cacchiavone

Current Street Address

24 Cypress Terrace

City, Town, Post Office

Boonton

State

NJ

ZIP Code

07008

**Property Information**

Seller's Percentage of Ownership

100

Total Consideration

\$91,461.00

Owner's Share of Consideration

\$91,461.00

Closing Date

6/23/23

**Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)**

1. ☒ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income Tax return for the year of the sale and report the recognized gain.  
Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

**Seller's Declaration**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

6/21/2023

Date

Kimberly R. Cacchiavone

Signature (Seller)

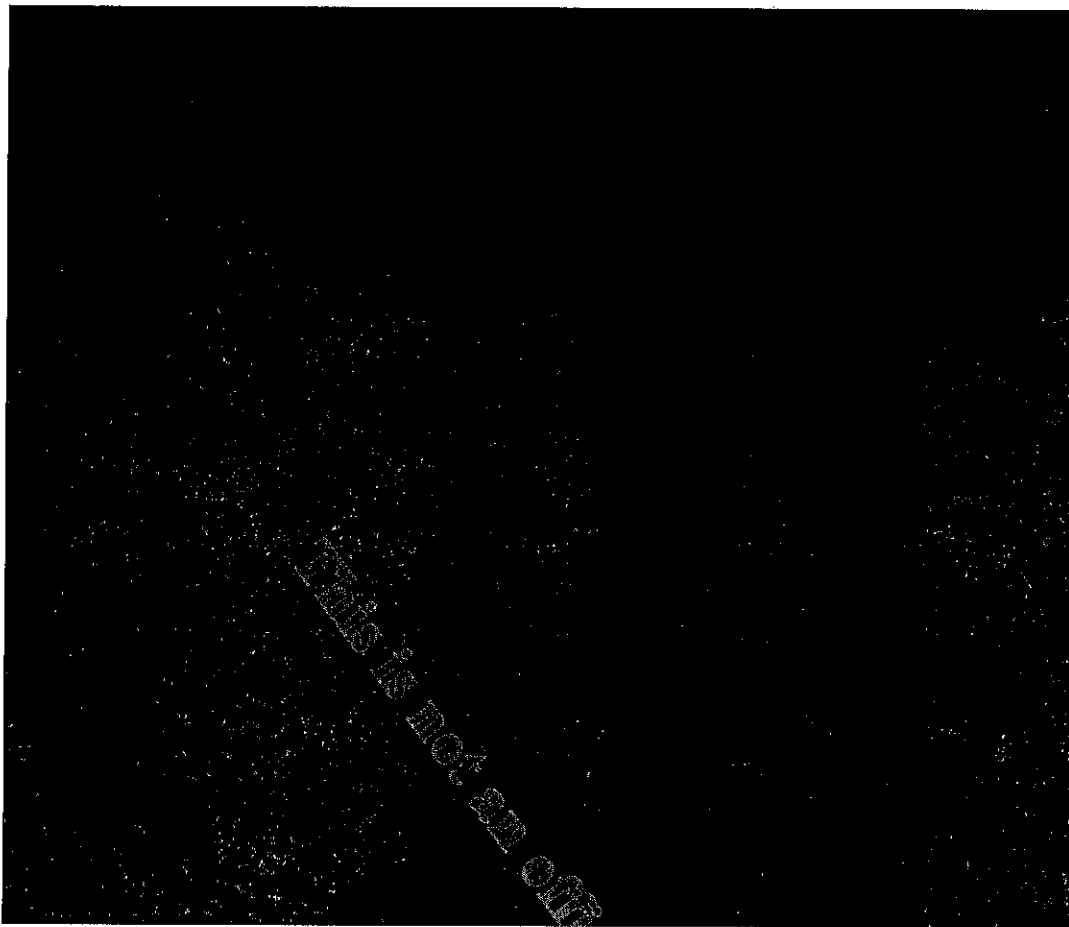
Kimberly R. Cacchiavone

Indicate if Power of Attorney or Attorney in Fact

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney 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  
NC1645 - Affidavit of Consideration  
RTF-1 (Rev. 3/222) PG22

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www.aslegal.com 800.222.0510 Page 1

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 83, P.L. 2006) (N.J.S.A. 46:15-8 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY MORRIS

Municipality of Property Location:

County Municipal Code

FOR RECORDER'S USE ONLY

Consideration \$ 91,451.00  
RTF paid by seller \$ 91.50  
Date 8-2-23 By SK

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

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions 3 and 4, attached)

Deponent, Kimberly R. Cacchiave

(Name)

and says that he/she is the

Grantor

in a deed dated 6/2/23

at  
executed thereto.

(2) CONSIDERATION: \$ 91,451.00

(Instructions 1 and 5) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C. If property transferred is Class 4A, calculation in Section 3A below is required.  
(circle one)

(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 (Instruction 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): Merely 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. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1976; C. 118, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN

Grantor(s) ☐ 62 years of age or over (Instruction 9)

B. BLIND PERSON

Grantor(s) ☐ legally blind or:

☐ DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments  
☐ not gainfully employed

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria

☐ Owned and occupied by grantor(s) at time of sale ☐ Resident of State of New Jersey  
☐ One or two-family residential premises ☐ Owners as joint tenants must all qualify

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction 9) IF APPLIES ALL BOXES MUST BE CHECKED

☒ Affordable according to HUD standards ☒ Reserved for occupancy  
☒ Meets income requirements of region ☒ Subject to resale controls

(6) NEW CONSTRUCTION (Instructions 9, 10 and 12) IF APPLIES ALL BOXES MUST BE CHECKED

☐ Entirely new improvement ☐ Not previously occupied  
☐ Not previously used for any purpose ☐ "NEW CONSTRUCTION" printed clearly at top of the first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions 9, 10 and 14) IF APPLIES ALL BOXES MUST BE CHECKED

☐ 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) INTERCOMPANY TRANSFER (Instructions 15) IF APPLIES ALL BOXES MUST BE CHECKED

☐ Intercompany transfer between combined group members as part of the unitary business  
☐ Combined group NUI number (Required)

(9) 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 83, P.L. 2006.

Subscribed and sworn to before me  
this 2nd day

Kimberly R. Cacchiave

Kimberly R. Cacchiave

or June, 20 23

Bernard P. Bacchetta

AN ATTORNEY AT LAW

Notary Public N.J.

County recording officers shall forward one copy of each RTF-1 form when section 3A is completed to: State of New Jersey, P.O. Box 251, Trenton, NJ 08646-0251, Attention: Realty Transfer Fee Unit

XXX-XX-X 2 1 6  
Last 8 digits in Grantor's Soc. Sec. No.

REALSAFE TITLE LLC  
Name/Company of Settlement Officer

Instrument Number 2023028516

Deed Number

Deed Dated 6-2-23

FOR OFFICIAL USE ONLY

County Morris

Book 24624 Page 1952

Date Recorded 8-2-23

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: [www.state.nj.us/treasury/taxation/tp/localtax.htm](http://www.state.nj.us/treasury/taxation/tp/localtax.htm)

NC1645 - Affidavit of Consideration for Use by Seller  
Exemption - RTF-1 - To be recorded with Deed  
Rev. 3/222 PG22

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www.aslegal.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 [REDACTED] and is on file with the [REDACTED] 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 [REDACTED]

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

[Signature]

Kimberly R. Cacciabeve  
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 Loch Condominium Association, Inc., its successors and assigns, as provided in this Affordable Housing Deed and Section 10 of the Master Deed.

WITNESS

AI

[Signature]  
Joseph T. Morris

STATE OF NEW JERSEY :  
COUNTY OF MORRIS : ss.



BE IT REMEMBERED that on this 2<sup>nd</sup> day of June, 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

[Signature]  
Notary Public, State of New Jersey  
JANET A. LACEY

**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, 2028

<b>Morris County Recording Cover Sheet</b>  <b>Honorable Ann F. Grossi, Esq.</b> <b>Morris County Clerk</b>		 MORRIS COUNTY, NJ ANN F. GROSSI, COUNTY CLERK DEED-OR BOOK 23518 PG 443 RECORDED 04/09/2019 14:48:36 FILE NUMBER 2019017057 RCPT #: 14296591 RECD BY: MStehr RECORDING FEES \$90.00 TOTAL TAX \$127.50
<b>Official Use Only -- Realty Transfer Fee</b> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>\$127.50</b> </div>		<b>Official Use Only - Barcode</b>
<b>Date of Document:</b> 4/8/2019	<b>Type of Document:</b> Deed	
<b>First Party Name:</b> Mark Hunter formerly known as Mark C. Palicla, unmarried	<b>Second Party Name:</b> Kathy A. Ruth, unmarried	
<b>Additional Parties:</b>		

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY		
Block: 41801	Lot: 16	Qual: C0405
Municipality: Township of Boonton		
Consideration: \$127,162.00		
Mailing 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:

<b>MORRIS COUNTY RECORDING COVER SHEET</b> Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.  <b>WARNING:</b> Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.
--

DEED - Plain Language

**DEED**

THIS DEED is made on April 8, 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.

**TRANSFER OF OWNERSHIP.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED SIXTY TWO AND 00/100----- (\$127, 162.00)-----DOLLARS.

The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) 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 Book 4393 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.

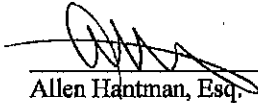
Prepared by:   
Allen Hantman, Esq.




**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:

  
Allen Hantman, Esq.

 Seal  
Mark Hunter formerly known as Mark C. Palicia

STATE OF NEW JERSEY, COUNTY OF MORRIS

SS.:

I CERTIFY that on April 8, 2019

Mark Hunter formerly known as Mark C. Palicia

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 \$127,162.00 as the full and actual consideration paid for the transfer of title. (Such consideration is defined in N.J.S.A 46:15-5.)

  
Allen Hantman  
An Attorney at Law of New Jersey

DEED

\* RECORD AND RETURN TO:

MARK HUNTER formerly known as MARK  
C. PALICIA, unmarried,

Grantor(s),

TO

KATHY A. RUTH, unmarried,

Grantee(s).

1 Heritage Abstract Company  
1 350 Mt. Kemble Ave., Suite A1003  
1 Morristown, NJ 07960  
H-103729

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.

This is not an official document



State of New Jersey

GIT/REP-3  
(9-2015)**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**

(Please Print or Type)

**SELLER'S INFORMATION**

Name(s)

Mark Hunter formerly known as Mark C. Palicia

Current Street Address

207 Porter Way East

City, Town, Post Office Box

Bridgewater

State

NJ

Zip Code

08807

**PROPERTY INFORMATION**

Block(s)

41801

Lot(s)

16

Qualifier

C0405

Street Address

88 Brae Loch Drive

City, Town, Post Office Box

Boonton Township

State

NJ

Zip Code

07005

Seller's Percentage of Ownership

100%

Total Consideration

\$127,162.00

Owner's Share of Consideration

\$127,162.00

Closing Date

4/8/19

**SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)**

1. ☒ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.  
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

**SELLER'S DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

4/8/19

Date

Mark Hunter formerly known as Mark C. Palicia  
(Seller) Please indicate if Power of Attorney or Attorney In Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney In Fact

RTF-1 (Rev. 7/14/10)  
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1986, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:16-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY

MORRIS

1402

SS. County Municipal Code

FOR RECORDER'S USE ONLY

Consideration \$ 127,162.00  
RTF paid by seller \$ 127.56  
Date 4-9-2019 By K. Stehr

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

MUNICIPALITY OF PROPERTY LOCATION Boonton Township

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

Deponent, Mark Hunter f/k/a/ Mark C. Palicia (Name) being duly sworn according to law upon his/her oath, deposes and says that he/she is the Grantor in a deed dated April 8, 2019 transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 41601 Lot number 16 Qual. C0405 located at 88 Brae Loch Drive, Boonton Township, New Jersey and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 127,162.00 (Instructions #1 and #5 on reverse side) ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:

(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (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. 1986, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. (Instruction #9 on reverse side for A or B)  
B. { BLIND PERSON Grantor(s) ☐ legally blind or;  
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.  
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.  
☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

☐ Entirely new improvement. ☐ Not previously occupied.  
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

☒ No prior mortgage assumed or to which property is subject at time of sale.  
☐ No contributions to capital by either grantor or grantee legal entity.  
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1986, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 8 day of April, 2019

Mark Hunter  
Signature of Deponent

Mark Hunter f/k/a/  
Mark C. Palicia  
Grantor Name

Allen Hantman, an Attorney  
at Law of New Jersey

88 Brae Loch Drive, Boonton Township, NJ 07005  
Deponent Address Grantor Address at Time of Sale

XXX-XXX-493

Last three digits in Grantor's Social Security Number Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY Morris  
Instrument Number 2019017057  
Deed Number Book 23518 Page 443  
Deed Dated 4-8-2019 Date Recorded 4-9-2019

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 08646-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: [www.state.nj.us/treasury/taxation/lpt/localtax.htm](http://www.state.nj.us/treasury/taxation/lpt/localtax.htm)

Prepared by: Fred A. Iskowicz, 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,

**BETWEEN**

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

**AND**

Maureen Aumann  
90 Brae Loch Drive  
Boonton Township, New Jersey 07005  
(hereinafter called "GRANTEE")

RECEIVED  
RPT DEC 22 P 2 36  
ALFONSO M. SCERBO  
MORRIS CO. CLERK

For and in consideration of the sum of Forty Thousand Four Hundred Seventeen and 00/100 (\$40,417.00) 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. 46:8B-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 #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 A1601, Lot No. 16, Qualifier No. C0404 on the official tax map of the Township of Boonton.

TOGETHER with the fee in an undivided .8625 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 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 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 aforescribed 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 261 and is on file with the Boonton Township Municipal Clerk, as well as Township zoning ordinance for a period of thirty (30) years from 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. Lakowitz,  
as to both

By:   
LARRY PANTYLER, Member

By:   
ALAN PINES, Member

CD	COUNTY OF MORRIS
Consideration	40,417 --
State Tax	40.50
Additional Tax	
REALTY TRANSFER FEE	40,500.00
Date	10-29-07
RECORDING FEE	32.00

084690 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:




  
Maureen Aumann

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

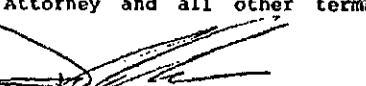
STATE OF NEW JERSEY :  
: SS  
COUNTY OF UNION :

BE IT 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 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 c.49, Section 1(c) is \$40,417.00.

  
Fred A. Iskowitz  
Attorney at Law of New Jersey

STATE OF NEW JERSEY :  
: SS  
COUNTY OF UNION :

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

**AFFORDABLE HOUSING DEED**

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

**DATED: December 16, 1997**

**Record and Return to:**

**Douglas R. Cabana, Esq.**  
**104 Elcock Avenue**  
**Boonton, N.J. 07005**

(\*Grantor\*)

to

**Maureen Aumann**

(\*Grantee\*)

**DB4690 P059**

NC1846 - Affidavit of Consideration  
RTP-1 (Rev. 1/1/88)  
Print Date 8/97

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

ALL-STATE Legal  
A Division of ALL-STATE International, Inc.  
906-272-0900

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

To be recorded with Deed pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-6 et seq.)

STATE OF NEW JERSEY  
COUNTY OF UNION SS.

FOR RECORDER'S USE ONLY  
Consideration \$ 40,477.00  
Realty Transfer Fee \$ 40.5000  
Date By 7 40.50

(1) PARTY OR LEGAL REPRESENTATIVE

(See Instructions #3, 4 and 5 on reverse side.)

Deponent Larry Pantirer being duly sworn according to law upon his/her oath

deposes and says that he/she is an ex Member of Brae Loch Associates, LLC used dated 12/16/97  
a N. J. Limited Liability Company (See Instructions #3, 4 and 5 on reverse side.)

transferring real property identified as Block No. 41601 Qual c 0404 Lot No. 16

located at 90 Brae Loch Drive

(Street Address, Municipality, County)

Township of Boonton, County of Morris, State of N. J. and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantor and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 40,477.00

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

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

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

A) SENIOR CITIZEN (See Instruction #8.)

- ☐ Grantor(s) 62 yrs. of age or over.  
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

B) BLIND (See Instruction #8.)

- ☐ Grantor(s) legally blind.  
☐ One- or two-family residential premises.  
☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)

- ☐ Grantor(s) permanently and totally disabled.  
☐ One or two-family residential premises.  
☐ Receiving disability payments.  
☐ Owned and occupied by grantor(s) at time of sale.  
☐ Not gainfully employed.  
☐ No joint owners other than spouse or other qualified exempt owners.

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

C) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)

- ☒ Affordable According to HUD Standards.  
☒ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.  
☒ Subject to Resale Controls.

D) NEW CONSTRUCTION (See Instruction #8.)

- ☐ Entirely new improvement.  
☐ Not previously used for any purpose.

- ☐ Not previously occupied.

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

Subscribed and sworn to before me  
this 16th  
day of December, 1997

Fred A. Iskowitz  
An Attorney At Law  
of New Jersey

Name of Deponent (Type and Print)  
Larry Pantirer  
1325 Morris Avenue  
Union, N. J. 07083

Address of Deponent

Brae Loch Associates, LLC

Name of Grantor (Type and Print)  
1325 Morris Avenue  
Union, N. J. 07083

Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

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

ORIGINAL - White Copy To be retained by County.

DUPLICATE - Yellow Copy To be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 8.12).

TRIPLICATE - Pink Copy Is your file copy.

084690 P060

END OF DOCUMENT

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

Prepared by:

Richard L. Oller, Esq.

Record & Return to:

S1019-2  
ALICE B.

Eric Kapnick, Esq.

Fein, Such, Kahn & Shepard, PC

7 Century Drive-Suite 201

Basking Ridge, New Jersey 07004



## DEED

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,

AND MATTHEW SPENDER, single, 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.

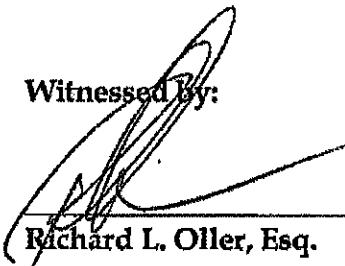
⑥

**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.

Witnessed By:

  
Richard L. Oller, Esq.

  
JOSE M. ROUCO

STATE OF NEW JERSEY

:

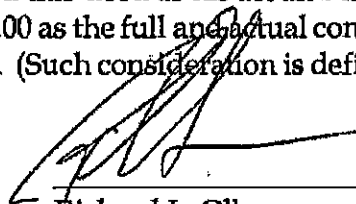
:SS

COUNTY OF MORRIS

:

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;
- (b) signed, sealed and delivered this deed as his act and deed; and
- (c) made this Deed for \$77,256.00 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.)

  
Richard 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.

**This is not an official document**



**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 Spender (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: Barbara Shypard  
Housing Administrator  
Township of Boonton

Signed this 21st day of March, 2016.

Sworn and subscribed before me this  
21st day of March, 2016.

Barbara A. DiCenzo

Barbara A. DiCenzo  
Notary Public of New Jersey  
My Commission 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

Stuart

State

FL

Zip Code

34996

**PROPERTY INFORMATION**

Block(s)

41601

Lot(s)

16

Qualifier

CD403

Street Address

92 Brae Loch

City, Town, Post Office Box

Boonton

State

NJ

Zip Code

07005

Seller's Percentage of Ownership

100%

Total Consideration

\$771,256.00

Owner's Share of Consideration

100%

Closing Date

4/28/2016

**SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)**

1. ☐ Seller is a resident taxpayer (individual, estate or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☒ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.  
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

**SELLER'S DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

4/28/2016

Date

*Jose M. Rouco*

Signature

(Seller) Please Indicate If Power of Attorney or Attorney In Fact

Date

Signature

(Seller) Please Indicate If Power of Attorney or Attorney In Fact

RTP-1 (Rev. 7/14/10)  
MUST SUBMIT IN DUPLICATESTATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2008) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY

Morris

SS, County Municipal Code  
1402

MUNICIPALITY OF PROPERTY LOCATION Boonton Township

## FOR RECORDER'S USE ONLY

Consideration \$ 77,256.00

RTF paid by seller \$ 77.50

Date 5-10-16 By M. Rouco

\*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, Jose M. Rouco, being duly sworn according to law upon his/her oath,

(Name)

deposes and says that he/she is the Grantor in a deed dated April 28, 2016 transferring

(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 41801 Lot number 16, CO403 located at

92 Brae Loch, Boonton Township, Morris County, New Jersey

and annexed thereto.

(Street Address, Town)

(2) CONSIDERATION \$ 77,256.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:  
(See Instructions #6A 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 reference to exemption symbol is insufficient. Explain in detail.

## (5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. \* (Instruction #9 on reverse side for A or B)
- B. ☐ BLIND PERSON Grantor(s) ☐ legally blind or, \*
- ☐ DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
- ☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

## C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- ☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
- ☒ Meets income requirements of region. ☒ Subject to resale controls.

## (6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
- ☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

## (7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
- ☐ No contributions to capital by either grantor or grantee legal entity.
- ☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2008.

Subscribed and sworn to before me  
this 28 day of April, 2016

*Jose M. Rouco*  
Signature of Deponent  
2929 SE Ocean Boulevard-Unit F-7  
Stuart, Florida 34998

Jose M. Rouco  
Grantor Name  
92 Brae Loch  
Boonton, New Jersey 07005

Deponent Address

Grantor Address at Time of Sale

XXX-XXX- 685

Richard L. Oller, Esq.

Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer

*Richard L. Oller*  
ATTY at Law  
State of NJ

FOR OFFICIAL USE ONLY  
Instrument Number 2016026249 County Morris  
Deed Number Book 22904 Page 138  
Deed Dated 4-28-2016 Date Recorded 5-10-2016

County recording officers shall forward one copy of each RTP-1 form when Section 3A is completed to:

STATE OF NEW JERSEY

PO BOX 251

TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:

www.state.nj.us/treasury/taxation/rp/locallaw.htm

## Morris County Recording Cover Sheet



Honorable Ann F. Grossi, Esq.  
Morris County Clerk

MORRIS COUNTY, NJ  
ANN F. GROSSI, COUNTY CLERK  
DEED-OR BOOK 23829 PG 648  
RECORDED 07/29/2020 09:58:15  
FILE NUMBER 2020048671  
RCPT #: 15501283 RECD BY: TCole  
RECORDING FEES \$110.00  
TOTAL TAX \$75.00

Official Use Only - Realty Transfer Fee

\$ 75.00

Official Use Only - Barcode

Date of Document:  
06/26/2020

Type of Document:  
Affordable Housing Deed

First Party Name:  
Barbara F. Drummond

Second Party Name:  
Matthew R. Westenberger

Additional Parties:

## THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block:  
41601

Lot:  
16 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 &amp; 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 Boonton, 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 104-13, 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 Block 41601, Lot No. 16, Qualifier No. C0402 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 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 Condominium.

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.

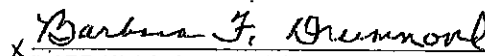
This Unit is a Moderate income affordable housing unit and is subject to the restrictions contained in Section 11.59 of the Master Deed.

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.

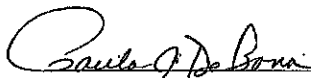
Witness:

  
Kimberly R. Nolan

  
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. DeBona

  
MATTHEW R. WESTENBERGER



STATE OF FLORIDA :

COUNTY OF Lee : SS

BE IT REMEMBERED, that on this 26 day of June, 2020, before me, the subscriber, a Notary Public of the State of Florida, personally appeared Barbara F. Drummond, who, I am satisfied, is the person who signed the within Instrument, and she acknowledged that the Deed was signed and delivered as her voluntary act and deed 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 \$74,756.00.



Kimberly R. Nolan  
A Notary Public of the State of FL  
My Commission Expires on 9-19-2020

STATE OF NEW JERSEY:

COUNTY OF MORRIS : SS

BE IT REMEMBERED, that on this 30th day of June, 2020, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared Matthew R. Westehberger, who, I am satisfied, is the person who signed and delivered this document as his voluntary act and deed and he thereupon acknowledged the Affordable Housing Restrictions, Power of Attorney, and all other terms contained in this Deed.

Paula De Bona  
PAULA DE BONA, ESQ.  
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.

By: \_\_\_\_\_

Douglas Cabana  
Housing Administrator  
Township of Boonton

Dated: June 23, 2020

Sworn and subscribed before me this  
24<sup>th</sup> day of June, 2020.

Maureen D. Como

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



**CHICAGO TITLE  
INSURANCE COMPANY**

**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.

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)  
(Print or Type)

## State of New Jersey Seller's Residency Certification/Exemption

### Seller's Information

Name(s)  
Barbara F. Drummond

Current Street Address  
16397 Coco Hammock Way

City, Town, Post Office

Ft. Myers

State

FL

ZIP Code

33908

### Property Information

Block(s)

71601

Lot(s)

16

Qualifier

C0702

Street Address

94 Brae Loch Drive

City, Town, Post Office

Boonton Township

State

NJ

ZIP Code

07005

Seller's Percentage of Ownership

100%

Total Consideration

74,756.00

Owner's Share of Consideration

74,756.00

Closing Date

6/30/2020

### Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☒ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☒ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
- ☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

### Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

X 6/26/20

Date

X Barbara F. Drummond

BARBARA F. DRUMMOND

Signature (Seller) of Attorney or Attorney in Fact

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

RTF-1 (Rev. 7/14/10)  
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 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

COUNTY

MORRIS

1402

MUNICIPALITY OF PROPERTY LOCATION Boonton Twp.

FOR RECORDER'S USE ONLY

Consideration \$ 74,756.00  
RTF paid by seller \$ 75.00  
Date 7/29/2020 By TC

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

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)

Deponent, Barbara Drummond, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Grantor in a deed dated 6/26/2020 transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) real property identified as Block number 41601 Lot number 16 Qualifier C0402 located at 94 Brae Loch Drive, Boonton Township, New Jersey 07005 and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 74,756.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 143, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. (Instruction #9 on reverse side for A or B)  
B. { BLIND PERSON Grantor(s) ☐ legally blind or;  
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed\*  
Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:  
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.  
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- ☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.  
☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.  
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.  
☐ No contributions to capital by either grantor or grantee legal entity.  
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2008.

Subscribed and sworn to before me this 26 day of June, 2020

Barbara F. Drummond  
Signature of Deponent  
94 Brae Loch Dr, Boonton Twp, NJ  
Deponent Address

Barbara F. Drummond  
Grantor Name  
94 Brae Loch Dr, Boonton Twp, NJ  
Grantor Address at Time of Sale

A NOTARY PUBLIC OF THE STATE OF NEW JERSEY

KIMBERLY R. NOLAN  
MY COMMISSION # GC006723  
EXPIRES September 15, 2020  
(609) 358-0153  
FloridaNotaryService.com

My Commission Expires on 9-19-20

FOR OFFICIAL USE ONLY  
Instrument Number 2382948671 County MORRIS  
Deed Number Book 23829 Page 648  
Deed Dated 6/26/2020 Date Recorded 7/29/2020

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY  
PO BOX 251  
TRENTON, NJ 08695-0251  
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at [www.state.nj.us/treasury/taxation/rtf1toalltax.shtml](http://www.state.nj.us/treasury/taxation/rtf1toalltax.shtml).

# Appendix E – Vacant Land Adjustment



Estimated based on lot size and shape, accessibility, easement restrictions  
 Estimated if public use  
 Estimated based on environmental constraints  
 Estimated if pending development  
 Estimated if proposed (Open Space, Farmland, Habitat, etc.)

Total acre and  
 R P

Block	Lot	Acres	Proposed Class	Proposed Location	Owner/Address	Area	Notes	SSA	OWS	OWH Ac.	Recreation Ac.	Sleep Slopes	FEMA SFHA	o slope in Ac.	encl	R P
10101	41	1	QFARM	10101	10101	10101	10101									
10201	101	150	QFARM	10201	10201	10201	10201									
10201	102	150	QFARM	10201	10201	10201	10201									
10201	103	150	QFARM	10201	10201	10201	10201									
10201	104	150	QFARM	10201	10201	10201	10201									
10201	105	150	QFARM	10201	10201	10201	10201									
10201	106	150	QFARM	10201	10201	10201	10201									
10201	107	150	QFARM	10201	10201	10201	10201									
10201	108	150	QFARM	10201	10201	10201	10201									
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