

SURENIAN, EDWARDS, BUZAK & NOLAN LLC

Jeffrey R. Surenian, Esq. ▲
Email - JRS@Surenian.com

Michael J. Edwards, Esq. ►
Email - MJE@Surenian.com

Edward J. Buzak, Esq. ▼
Email - EJB@Surenian.com

Erik C. Nolan, Esq.
Email - EN@Surenian.com

Also admitted:

◀ CA ▼ DC ▲ PA ■ MA ► NY

A Limited Liability Company
Counselors at Law
311 Broadway, Suite A
Point Pleasant Beach, New Jersey 08742
Phone: (732) 612-3100
Fax: (732) 612-3101
www.Surenian.com

—
North Jersey location:
150 River Road, Suite N-4
Montville, NJ 07045
Phone: (973) 335-0600
Fax: (973) 335-1145

Keli L. Gallo, Esq. ►
Email - KLG@Surenian.com
Susan L. Crawford, Esq. ▲ ■
Email - SLC@Surenian.com
Nancy L. Holm, Esq. ▲
Email - NLH@Surenian.com
Jacquelin P. Gioioso, Esq.
Email - JPC@Surenian.com
William E. Olson, Esq.
Email - WEO@Surenian.com

March 13, 2026

VIA eCOURTS

Honorable Robert Malestein, P.J.Ch.

Superior Court of New Jersey
Gloucester County Old Courthouse
1 North Broad Street, Floor 2
Woodbury, New Jersey 08096

**RE: In the Matter of the Application of the Township of Pilesgrove
Docket No. SLM-L-25-25**

Dear Judge Malestein:

This office represents the Township of Pilesgrove as Special Affordable Housing Counsel in the above matter. The Township hereby files this letter and attached documentation to meet the March 15, 2026 deadline in the Fair Housing Act (“FHA”), N.J.S.A. 52:27D-304.1(f)(2)(c), and the March 15, 2026 deadlines established in the Consent Order between the Township and Fair Share Housing Center (“FSHC”), which was entered by the Court in this matter on December 3, 2026 (hereinafter “Consent Order”), and the Court’s February 20, 2026 Order ¹.

To that end, please see the following documentation that is being submitted on behalf of the Township to the Court for review:

1. **Bailey’s Corner Project Documentation**: Required documentation for the Bailey’s Corner Project is attached hereto as Exhibit A.
2. **Group Home Documentation**: Required documentation for the ARC, Elwyn, Allies, Bancroft, Scioto Properties, and Devereux group homes is attached hereto as Exhibit B.

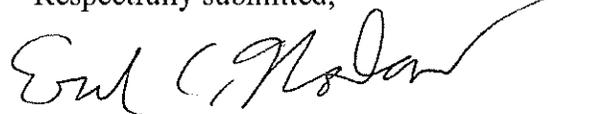
¹ In addition to the documentation being submitted with this letter to meet the March 15, 2026 deadline, the Township submitted an earlier letter on October 10, 2025 with attached additional compliance documentation via eCourts to the Court and FSHC.

3. **Administrative Agent**: On January 6, 2026, the Township appointed Triad Associates as the Township's affordable housing Administrative Agent. See attached Exhibit C.
4. **Spending Plan**: Attached as Exhibit D is the Township's adopted Fourth Round Spending Plan.
5. **Affordable Housing Ordinance and Development Fee Ordinance**: Attached as Exhibit E is the Township's combined Affordable Housing Ordinance and Development Fee Ordinance, which was adopted by the Township Committee on March 10, 2026.
6. **Affordable Housing Manuals**: Attached as Exhibit F are copies of the Township's updated Owner Occupied/Rehabilitation Manual, Affordability Assistance Manual, and Market to Affordable Manual, which were all adopted by the Township Committee via resolution on March 10, 2026.
7. **Affirmative Marketing Plan**: The Township's Affirmative Marketing Plan, which was drafted to comply with the new UHAC requirements, was adopted by the Township Committee on March 10, 2026, and is attached hereto as Exhibit G.

To date the Township has worked diligently to meet all of the deadlines required by the FHA, the Program, the Court and the Consent Order with FSHC, and will continue to do so. This has resulted in a multitude of compliance documentation being provided. Should any documentation need to be corrected or amended, the Township will do so timely, in accordance with the instructions of the Court and in collaboration with FSHC.

I thank Your Honor for your time and attention to this matter.

Respectfully submitted,



Erik C. Nolan

ECN/sp

Enclosures

cc: Ashley Lee, Esq. (*via ecourts and email*)
Mike Davis, PP (*via email*)

EXHIBIT A

RECORDING INFORMATION SHEET

**SALEM COUNTY CLERK'S OFFICE
92 MARKET STREET
SALEM NJ 08079**

INSTRUMENT NUMBER: 14100	DOCUMENT TYPE : DEED
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Official Use Only

GILDA T. GILL, COUNTY CLERK SALEM COUNTY, NJ INSTRUMENT NUMBER 14100 RECORDED ON December 1, 2009 11:17 am BOOK:3130 PAGE:751 CLC
--

Return Address (for recorded documents)

SURETY TITLE CORP
1 E STOW RD
MARLTON NJ 08053

No. Of Pages (excluding Summary Sheet)	5
Recording Fee (excluding Transfer Tax)	\$80.00
Realty Transfer Tax	\$0.00
Amount Charged (Check # 9102)	\$80.00

Parcel Information	Block 63
	Lot 1

First Party Name	PILESGROVE TOWNSHIP
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Second Party Name	BAILEY CORNER HOUSING ASSOC
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Additional Information (Official Use Only)

CONSIDERATION (E) \$574,240.00

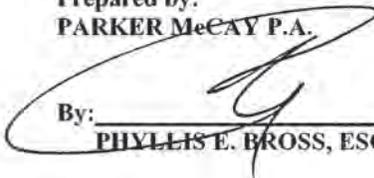
MAIL COPY _____
 NO COPY
 ENVELOPE

ADDITIONAL STAMPINGS _____

***** DO NOT REMOVE THIS PAGE. *****
 COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF SALEM COUNTY FILING RECORD
 ***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

RECORD & RETURN TO:
SURETY TITLE CORPORATION
1 E. STOW RD.
MARLTON, NJ 08053
COMMERCIAL DEPT.

Prepared by:
PARKER McCAY P.A.

By: 
PHYLLIS E. BROSS, ESQUIRE

DEED

This Deed is made on November 20, 2009.

BETWEEN **TOWNSHIP OF PILESGROVE**, a municipal corporation of the State of New Jersey, whose address is 1180 Route 40, Township of Pilesgrove, County of Salem, New Jersey 08098, referred to herein as the Grantor;

AND **BAILEY CORNER HOUSING ASSOCIATES, LLC**, a New Jersey Limited Liability Company, whose address is 725 Cuthbert Boulevard, Cherry Hill, New Jersey 08002, 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 (transfer ownership of) all of its right, title and interest in the property (called the "Property") described below to the Grantee. This transfer is made for the sum of Five Hundred Seventy-Four Thousand Two Hundred Forty (\$574,240.00) Dollars plus other good and valuable consideration. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Township of Pilesgrove, Block No. 63, Lot 1 (consolidation of Block 63, Lot 1, 1.07, 5 and 6 pursuant to the plan entitled "Minor Subdivision/Lot Consolidation Plan of Pilesgrove Township Affordable Housing Project Site: Block 63 Lots 1", prepared by Adams, Rehmann & Heggan Associates, Inc.; dated 2nd February 2008, revised to 5th June 2009).

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

ALL THAT CERTAIN TRACT or parcel of land situate in the Township of Pilesgrove, County of Salem, and State of New Jersey as shown on a plan entitled "Minor Subdivision/Lot Consolidation Plan of Pilesgrove Township Affordable Housing Project Site: Block 63 Lot 1", prepared by Adams, Rehmann & Heggan Associates, Inc.; dated 2nd February 2008, revised to 5th June 2009; and being more particularly described as follows:

BEGINNING at a point in the northeasterly line of Bailey Street, also known as Salem County Route # 616, (24.75 feet from centerline), at the end of a curve connecting said line of Bailey Street with the northwesterly line of a fifty foot (50') wide easement for ingress and egress as described in Deed Book 958, Page 338, and shown as Hillcrest Drive on the zoning map for the Borough of Woodstown.

1. Along said line of Bailey Street, North 56 degrees 25 minutes 08 seconds West, a distance of 411.37 feet to an angle point in the same; thence
2. Along the same North 56 degrees 42 minutes 08 seconds West, a distance of 363.35 feet to a point of curvature in the same; thence
3. Along the same and along the division line between Lot 1 and Lot 1.08 and along a curve to the left having a radius of 30.00 feet, an arc distance of 47.12 feet to a point of tangency in said division line; thence
4. Along said division line, North 33 degrees 17 minutes 52 seconds East, a distance of 291.34 feet to a point of curvature in the division line between Lot 1 and Lot 2; thence

101740-01

5. Along said division line and along a curve to the left having a radius of 670.53 feet, an arc distance of 163.62 feet to a point of compound curvature in the same; thence

6. Along the same and along a curve to the left having a radius of 45.65, an arc distance of 55.33 feet to a point of tangency in the same; thence

7. Along the same and along Lot 1.04, North 54 degrees 07 minutes 52 seconds East, a distance of 297.95 feet to a point in the division line between Lot 1 and Lot 49, Block 40, said point also being the municipal boundary line between the Township of Pilesgrove and the Borough of Woodstown; thence

8. Along said Township line and along Lot 49 and Lot 40, said lot being Tract #2, South 08 degrees 31 minutes 59 seconds East, a distance of 681.43 feet to a point in the Northwesterly line of the fifty foot (50') wide ingress and egress easement; thence

9. Along the same South 33 degrees 34 minutes 52 seconds West, a distance of 82.94 feet to a point of curvature connecting said line of the ingress and egress easement with the northerly line of Bailey Street; thence

10. Along the same and along a curve to the right having a radius of 20.00 feet, an arc distance of 31.42 feet to the point and place of BEGINNING.

BEING CURRENTLY DESIGNATED AS Block 63, Lot 1 and Block 63, Lots 1.07, 5 and 6, which are to merge and become known as Block 63, Lot 1 on the Pilesgrove Township Tax Map.

BEING the same lands and premises conveyed to the Township of Pilesgrove by Deed from the Township of Pilesgrove, dated September 29, 2009, recorded October 7, 2009 in the Salem County Clerk's Office in Book 3110, Page 725. (Covers Block 63, Lot 1 Pilesgrove Township).

BEING the same lands and premises conveyed to the Township of Pilesgrove by Deed from Bailey Corner, LLC dated September 30, 2009, recorded October 6, 2009 in the Salem County Clerk's Office in Deed Book 3110, Page 232. (Covers Block 63, Lots 5, 6, and 1.07).

UNDER AND SUBJECT, nevertheless, to obvious easements and all easements, covenants, conditions, rights of way and restrictions of record.

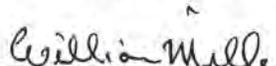
Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:46). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as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

Signatures. This Deed is signed by the Grantor's proper municipal officer as of the date at the top of the first page.

Witness:


Maureen R. Abdill, Township Clerk

THE TOWNSHIP OF PILESGROVE

By: 
William Miller, Mayor



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)
 TOWNSHIP OF PILESGROVE
 Current Resident Address:
 Street: 1180 ROUTE 40
 City, Town, Post Office State Zip Code
 PILESGROVE NJ 08098

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
63	1 (f/k/a Lot 1, 1.07, 5 and 6)	
Street Address: 22-26 BAILEY STREET, 1010 ROUTE 40		
City, Town, Post Office	State	Zip Code
PILESGROVE	NJ	08098
Seller's Percentage of Ownership	Consideration	Closing Date
100%	\$574,240.00	11/13/2009

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.

11-12-09 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

RTF-1 (Rev. 7/08)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

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

STATE OF NEW JERSEY

COUNTY

BURLINGTON

} SS. County Municipal Code
1710

FOR RECORDER'S USE ONLY	
Consideration	\$ <u>574,240.00</u>
RTF paid by seller	\$ <u>0.00</u>
Date	<u>12/11/2009</u> By <u>CMU</u>

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

MUNICIPALITY OF PROPERTY LOCATION PILEGROVE

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

Deponent, WILLIAM MILLER, MAYOR, being duly sworn according to law upon his/her oath,
 (Name)
 deposes and says that he/she is the CORPORATE OFFICER in a deed dated NOVEMBER 13, 2009 transferring
 (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
 real property identified as Block number 63 Lot number 1 (i/k/a Lot 1, 1.07, 5 and 6) located at
22-26 BAILEY STREET, 1010 Route 40, PILESGROVE and annexed thereto.
 (Street Address, Town)

(2) CONSIDERATION \$ 574,240.00 (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 #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.

CONVEYANCE IS MADE BY AN INSTRUMENTALITY OF THE STATE.

(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. 66, P.L. 2004 for the following reason(s):

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

Senior citizens, blind 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)

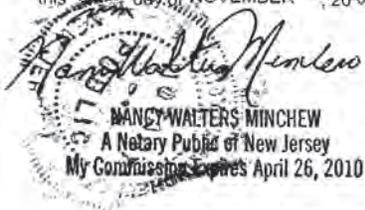
- Affordable according to H.U.D. standards.
- Reserved for occupancy.
- Meets income requirements of region.
- Subject to resale controls.

(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 13 day of NOVEMBER, 2009



William Miller
Signature of Deponent

Township of Pilesgrove
Grantor Name

1180 Route 40, Pilesgrove
Deponent Address

1180 Route 40, Pilesgrove
Grantor Address at Time of Sale

xxx-xxx-008

Last 3 digits in Grantor's Social Security Number Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number	<u>14100</u> County <u>SALEM</u>
Deed Number	Book <u>3130</u> Page <u>751</u>
Deed Dated	<u>11-20-2009</u> Date Recorded <u>12-1-2009</u>

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

STATE OF NEW JERSEY - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at

www.state.nj.us/treasury/taxation/pt/localtax.shtml

Bailey Corner Project
Block 63 Lot 1

Affordable Housing Uni 1 & 2 Bedroom Units 1 Bathroom
3 Bedroom units 2 Bathrooms

Unit #		C/O Date	Permit Cost	SF	Rate	Assessment	M/S	Section\Class
A	Community Bldg/ Leasing Office/Apts	6/30/2010	598,200	4062	107.91	438,330	311	Sec11\SI\Good
B	8 Unit Building 4 - 3 Bedrooms 4 - 2 Bedrooms	7/14/2010	621,200	9024	61.49	554,886	352	Sec12\SI\Avg
C	8 Unit Building 2 - 3 Bedrooms 4 - 2 Bedrooms 2 - 1 Bedrooms	7/14/2010	621,600	8080	61.49	496,839		
D	8 Unit Building 4 - 3 Bedrooms 4 - 2 Bedrooms	7/14/2010	623,400	9204	61.49	565,954		
E	10 Unit Building 2 - 3 Bedrooms 6 - 2 Bedrooms 2 - 1 Bedrooms	8/30/2010 Temp	624,000	10029	61.49	616,683		
F	8 Unit Building 2 - 3 Bedrooms 4 - 2 Bedrooms 2 - 1 Bedrooms	8/18/2010 Temp	623,200	8080	61.49	496,839		
G	8 Unit Building 4 - 3 Bedrooms 4 - 2 Bedrooms	7/28/2010	623,600	9204	61.49	565,954		
H	8 Unit Building 2 - 3 Bedrooms 4 - 2 Bedrooms 2 - 1 Bedrooms	7/28/2010	623,200	8080	61.49	496,839		
I	8 Unit Building 2 - 3 Bedrooms 4 - 2 Bedrooms 2 - 1 Bedrooms	8/18/2010 Temp	623,200	8080	61.49	496,839		
J	8 Unit Building 2 - 3 Bedrooms 4 - 2 Bedrooms 2 - 1 Bedrooms	8/18/2010 Temp	623,200	8080	61.49	496,839		
			6,204,800	81923			5,226,003	

RECORDING INFORMATION SHEET

**SALEM COUNTY CLERK'S OFFICE
92 MARKET STREET
SALEM NJ 08079**

INSTRUMENT NUMBER: 33731	DOCUMENT TYPE : AGREEMENT
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Official Use Only

GILDA T. GILL, COUNTY CLERK
SALEM COUNTY, NJ

INSTRUMENT NUMBER
33731
RECORDED ON
May 24, 2011 11:50 am
BOOK:3331 PAGE:457

CLC

Return Address (for recorded documents)

SURETY TITLE CORPORATION
1 E STOW RD
MARLTON NJ 08053

No. Of Pages (excluding Summary Sheet)	38
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Recording Fee (excluding Transfer Tax)	\$400.00
---	----------

Realty Transfer Tax	\$0.00
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Amount Charged (Check # 176/059)	\$400.00
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Parcel Information	Block
	Lot

First Party Name	NEW JERSEY HOUSING AND MORTGAG
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Second Party Name	BAILEY CORNER HOUSING ASSOC
--------------------------	-----------------------------

Additional Information (Official Use Only)

MAIL COPY _____
NO COPY _____
ENVELOPE NO

ADDITIONAL STAMPINGS _____

***** **DO NOT REMOVE THIS PAGE.** *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF SALEM COUNTY FILING RECORD
 ***** **RETAIN THIS PAGE FOR FUTURE REFERENCE.** *****

104740-01
RECORD & RETURN TO:
SURETY TITLE CORPORATION
1 E. STOW RD.
MARLTON, NJ 08053
COMMERCIAL DEPT.

Record and Return to:

Yadira Garcia, Paralegal
Division of Regulatory Affairs
New Jersey Housing and Mortgage
Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085

**Bailey Corner
HMFA # 1482**

FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT

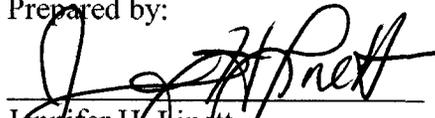
between

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

and

BAILEY CORNER HOUSING ASSOCIATES, LLC

Prepared by:



Jennifer H. Linett
Deputy Attorney General

Permanent Financing Only
Revised August 2004

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Section 6. Environmental Representations, Warranties and Covenants of the Owner

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Section 9. Term

Section 10. Disbursement

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Schedule A. Legal Description

THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT (this "Agreement"), is made and entered into as of May 17, 2011, between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey, created pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the "Act"), and **BAILEY CORNER HOUSING ASSOCIATES, LLC** (together with its successors and assigns, the "Owner"), a limited liability company organized and existing pursuant to the laws of the State of New Jersey, duly authorized to transact business in the State of New Jersey, and a qualified housing sponsor within the meaning of the Act.

WITNESSETH:

In consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Agency and the Owner hereby agree as follows:

Section 1. Definitions and Interpretation

The following terms shall have the respective meanings set forth below:

"Act" means the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended from time to time, P.L. 1983, c. 530, N.J.S.A. 55:14K-1 et seq.

"Agency Financing" means the First Mortgage Loan.

"Agency Regulations" means the regulations promulgated by the Agency pursuant to the Act and any policies, procedures or guidelines issued by the Agency with respect to the housing projects financed by the Agency under the Act, all of the foregoing as they may be amended from time to time.

"Assignment of Leases" means the Assignment of Leases between the Owner and Agency given by the Owner to the Agency as additional security for the repayment of the First Mortgage Loan.

"Bonds" means the New Jersey Housing and Mortgage Finance Agency Multi-Family Housing Revenue Bonds, Series C, issued under the Resolution.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement between the Agency and the Trustee pertaining to the Bonds as the same may hereafter be modified, supplemented or amended.

“Day” or **“Days,”** whether or not the word is a capitalized term, shall mean calendar day or day(s) unless otherwise specified.

“Environmental Laws” shall mean and include any federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Sections 9601 et seq., the Federal Hazardous Materials Transportation Act, as amended 42 U.S.C. Sections 1801 et seq., the Federal Resource Conservation and Recovery Act as amended, 42 U.S.C. Sections 6901 et seq., the Superfund Amendments and Reauthorization Act, 42 U.S.C. Sections 9601 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. Sections 1801 et seq., the Federal Clean Air Act, 42 U.S.C. Sections 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq., the Rivers and Harbors Act of 1899, 33 U.S.C. Sections 401 et seq., the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d, the New Jersey Environmental Cleanup Responsibility Act, as amended, N.J.S.A. 13:1K-6 et seq., the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11, et seq., the New Jersey Tank Registration Act, N.J.S.A. 58:10A-21 et seq., the New Jersey Water Pollution Control Act, as amended, N.J.S.A. 58:10A-1 et seq., and all rules and regulations adopted and publications promulgated thereto, or any other so-called "Superfund" or "Superlien" laws, or any other federal, state or local environmental law, ordinance, rule, or regulation, as any of the foregoing have been, or are hereafter amended.

“Environmental Report” means the Phase I Environmental Site Assessment prepared by React Environmental Professional Services Group, Inc. dated April 26, 2006.

“Event of Default” means any of the events set forth in Section 30 of this Agreement.

“First Mortgage” means the first mortgage and security agreement of even date herewith given by the Owner to the Agency to secure the payment of the First Mortgage Note and that constitutes a valid first lien on the Project and the Land.

“First Mortgage Loan” means the first mortgage loan made to the Owner by the Agency to finance or refinance a portion of the cost of the development, construction, rehabilitation and/or acquisition of the Project, which is evidenced by the First Mortgage Note and secured by the First Mortgage.

“First Mortgage Note” means the interest bearing, non-recourse promissory note, made by the Owner to the Agency, that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the First Mortgage Loan.

"Hazardous Materials" shall mean and include those elements, materials, compounds, mixtures or substances that are contained in any list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or any list of toxic pollutants designated by Congress, the EPA, or the New Jersey Department of Environmental Protection ("NJDEP"), or that are defined as hazardous, toxic, pollutant, infectious, flammable or radioactive by any of the Environmental Laws, and, whether or not included in such lists, shall be deemed to include all products or substances containing petroleum, asbestos, lead, and polychlorinated biphenyls.

"HUD" means the United States Department of Housing and Urban Development.

"IRS Regulations" means the regulations promulgated or proposed by the United States Department of the Treasury or the Internal Revenue Service pursuant to the Code, and to the extent applicable, pursuant to the Internal Revenue Code of 1954, as both may be amended from time to time, including all rules, rulings, policies, and official statements issued by the United States Department of the Treasury or the Internal Revenue Service.

"Land" means the real property described in Schedule "A" attached hereto and made a part hereof.

"Loan Documents" means and includes this Agreement, the First Mortgage and Security Agreement, the First Mortgage Note, the Assignment of Leases, the UCC-1 Financing Statements, and, in the event the Project is receiving Tax-Exempt Financing, the Tax Certificate.

"Low Income Tenants" means occupants of the Project who have income of 60 percent or less of the area median gross income, adjusted for family size, as determined under Section 142(d) and 42(g) of the Code, as applicable to the Project's financing structure.

"Mortgage(s)" shall mean any and all mortgages securing the Agency Financing.

"Permitted Encumbrances" means any

(i) Utility, access and other easements and rights of way, restrictions and exceptions that do not, individually or in the aggregate, materially impair the utility or value of the Project or Land for the purposes for which it is intended;

(ii) Liens which are being contested in good faith and for which the Owner has provided security satisfactory to the Agency;

(iii) Liens subordinate to the First Mortgage Loan arising due to any monies loaned in connection with the Project or other monies loaned to the Owner, provided such liens are disclosed to and approved by the Agency in writing; and

(iv) Any other encumbrances approved by the Agency in writing.

"Project" means the multifamily residential rental project constructed or otherwise financed with the proceeds of the Agency Financing and all other improvements to be constructed or located on the Land.

"Project Revenues" means all rents and other revenues of any type whatsoever received with respect to the Project or Owner, except for advances of the Agency Financing.

"Qualified Bond Counsel" means an attorney or law firm acceptable to the Agency with respect to the issuance of bonds by states and their political subdivisions for the purpose of financing housing projects.

"Qualified Project Period" means the period beginning on the first day on which 10 percent of the residential units in the Project are occupied and ending on the latest of--

(i) the date which is 15 years after the date on which 50 percent of the residential units in the Project are occupied,

(ii) the 1st day on which no tax-exempt private activity bond issued with respect to the Project is outstanding, or

(iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates.

"Residential Rental Project" means a qualified residential rental project as defined in Section 142(d) and 42(g) of the Code, as applicable to the Project's financing structure.

"Resolution" means the General and Series Resolutions and/or supplemental Resolutions of the Agency authorizing the sale and issuance of the Agency's Bonds, in connection with the financing or refinancing of the Project.

"Servicing Fee" means the servicing fee that is due from the Owner to the Agency as set forth in the First Mortgage Note.

"State" means the State of New Jersey.

"Tax Certificate" means the Tax Certificate for Borrowers of Tax-Exempt Bond Proceeds, if the Project is receiving Tax-Exempt Financing.

"Tax Credits" means low income housing tax credits that the Project may receive pursuant to the Code.

"Tax-Exempt Financing" means financing received by the Owner from the proceeds of the tax-exempt Bonds issued by the Agency, the interest on which is excludable from gross income for purposes of federal or State income taxation.

"Trustee" means the institution named under the Resolution and designated to act as trustee thereunder with respect to the Bonds, and its successors.

"UCC-1 Financing Statements" means the UCC-1 financing statements between the Owner and Agency given by the Owner to the Agency as additional security for the repayment of the Agency Financing.

Section 2. Background and Purpose

The Owner has constructed and/or rehabilitated and shall own, maintain, and operate the Project and the Land. The Project consists of 90 units of housing in the Borough of Woodstown and Township of Pilesgrove, County of Salem, State of New Jersey. To obtain financing for the Project, the Owner has applied to the Agency for the Agency Financing pursuant to the provisions of the Act. The Project and the Land constitute a "housing project" as defined in the Act.

In connection with its application for the First Mortgage Loan, the Owner has furnished to the Agency Project information, including the description of the Land on which the Project is to be situated, plans and specifications for the construction and/or rehabilitation of the Project, the tenant population which is to be housed in the Project, the number of units of each type to be included therein, the estimated cost of providing the Project, information as to the projected income and expenses of the Project once completed and placed in operation and arrangements for the payments in lieu of taxes with respect to the Project. In approving the application and as a basis for providing the Agency Financing, the Agency has relied upon all of the foregoing Project information.

The First Mortgage Loan is an "eligible loan," as defined in the Act, and is evidenced by the First Mortgage Note and is secured by the First Mortgage, which constitutes a valid first lien on the Project and Land. The Agency intends to make the First Mortgage Loan from funds obtained or to be obtained through the issuance of Bonds. To secure payment of the Bonds, if issued, the Agency will pledge payments due from the Owner from its repayment of the First Mortgage Loan, when made. As a condition of the Agency's approval of the Owner's application for the Agency Financing, the Owner and the Agency have entered into the Loan Documents.

In addition to the First Mortgage Loan, the Owner has obtained and the Agency has approved funding for the Project as follows:

<u>SOURCE</u>	<u>AMOUNT</u>	<u>PURPOSE</u>	<u>LIEN PRIORITY</u>
TCX	\$7,785,132	Construction / Permanent (Exchange Funds)	Second
TCAP	\$1,232,328	Construction	Third
The Richman Group	\$7,376,039	Tax Credits	

The Owner will make an investment in the Project as provided in Section 42 of this Agreement.

Section 3. Residential Rental Property

The Owner hereby represents, covenants, warrants and agrees that:

(a) The Project shall be owned, managed, and operated exclusively as a multi-family residential rental property and, in the event the Project receives Tax-Exempt Financing, as a Residential Rental Project. The Project shall be comprised of a building or structure or several buildings or structures containing similarly constructed dwelling units, together with any functionally related and subordinate facilities and such other non-dwelling units as approved by the Agency, except that in the event the Project receives Tax-Exempt Financing or Tax Credits, the Project shall consist solely of a Residential Rental Project and no commercial or other facilities may be part of the Project unless permitted by the Agency, the Code or IRS Regulations.

(b) The Project shall contain one or more similarly constructed dwelling units, each of which will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or a family including a living area, a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(c) None of the units in the Project will be utilized at any time for an initial lease term of less than six months or as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home, life care facility, trailer court or park.

(d) All of the units shall be rented or available for rent on a continuous basis to members of the general public and the Owner will not give preference to any particular class or group in renting the dwelling units in the Project, except to the extent that dwelling units are required to be leased or rented to tenants as provided under Section 4 of this Agreement.

(e) In the event the Project receives Tax-Exempt Financing or Tax Credits, the Project shall comply with any additional requirements of the Code or IRS Regulations dealing with the residential character of the Project.

(f) All dwelling units have been and shall be occupied by or held available for rental only to members of the general public, without regard to race, creed, religion, national origin or sex.

Section 4. Occupancy Restrictions Governing Tenant Income

The Owner acknowledges that as a condition of receiving financing pursuant to the Act, there are limits on the maximum income that tenants may earn in order to be eligible to lease, occupy, and/or reside in a unit at the Project. The Owner agrees to comply with the income restrictions as set

forth in the Act and the Agency Regulations promulgated under the Act governing income restrictions.

The Owner also acknowledges that, in the event the Project receives Tax-Exempt Financing or Tax Credits, there are additional limits on the maximum income that tenants may earn in order to be eligible to lease, occupy and/or reside in a unit at the Project. In such event, the Owner agrees to comply with the income restrictions as set forth in the Code or IRS Regulations governing income restrictions.

In compliance with the foregoing income restrictions, the Owner agrees to rent 80 of the units at the Project to tenants whose income does not exceed 60 percent of the area's median income adjusted for family size, and 10 of the units of the Project to tenants whose income does not exceed 30 percent of the area's median income adjusted for family size as median income is defined by the United States Department of Housing and Urban Development, from time to time. The Owner acknowledges that if the income restrictions set forth in this paragraph are more restrictive than the restrictions prescribed under the Act and/or the Code that the Owner will abide by the most stringent as an inducement for and part of the consideration for the Agency to make the Agency Financing.

In the event the Project is receiving Tax-Exempt Financing, the Owner hereby represents, warrants and covenants that at all times throughout the Qualified Project Period, not less than 40 percent of the units shall be leased to qualified Low-Income Tenants. For purposes of complying with these requirements, any dwelling unit occupied by an individual or family who is a Low-Income Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Low-Income Tenant even though such individual or family subsequently ceases to be a Low-Income Tenant. The preceding sentence shall not apply to any resident whose income as of the most recent income determination exceeds 140 percent of the income limit applicable to such resident, if after such determination, but before the next determination, any residential unit of comparable or smaller size in the Project is occupied by a new resident whose income exceeds the applicable income limit. If a unit is vacated by an individual or family who qualified as a Low-Income Tenant, such dwelling unit shall be treated as occupied by a Low-Income Tenant until reoccupied (other than for a temporary period of not more than 31 days), at which time the character of the unit shall be redetermined.

In addition, if the Project is receiving Tax-Exempt Financing, the Owner hereby represents, warrants and covenants that at all times throughout the Qualified Project Period, the Owner shall comply with its representations, warranties and covenants in the Tax Certificate.

Section 5. Representations, Warranties and Covenants of the Owner

The Owner represents, warrants and covenants that:

- (a) The Owner (i) is a limited liability company duly organized and validly

existing under the laws of the State, duly authorized to transact business in the State and a qualified housing sponsor within the meaning of the Act, (ii) has provided the Agency with a true and complete filed copy of its certificate of formation and operating agreement, with all amendments to any such documents, (iii) has the power and authority to own its properties and assets including the Project and Land and to carry on its business as now being conducted (and as now contemplated), and (iv) has the power to execute and perform all the undertakings of this Agreement and the other Loan Documents.

(b) To the best of the Owner's knowledge after due and diligent inquiry, the execution and performance of this Agreement, the other Loan Documents and other instruments required pursuant to this Agreement by the Owner (i) shall not violate or, as applicable, have not violated, any provision of law, rule or regulations, any order of any court or other agency or government or any provision of any document to which the Owner is a party, and (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature other than the liens created hereby or permitted hereunder.

(c) All necessary action has been taken by the Owner to authorize the Owner's execution, delivery and performance of the Loan Documents.

(d) The Loan Documents have been duly executed and delivered by the Owner and constitute the valid and legally binding obligations of the Owner, enforceable against the Owner in accordance with their respective terms.

(e) The Owner has, at the time of execution of this Agreement, good and marketable fee simple title to the Project and Land free and clear of any lien or encumbrance, except for Permitted Encumbrances. It will continue to retain ownership of the Project and Land during the term of the Mortgage(s), subject to the terms of this Agreement and the other Loan Documents, the Act, the Agency Regulations, and if applicable, the Code or IRS Regulations.

(f) There is no arbitration, mediation or other dispute resolution proceeding now pending or, to the knowledge of the Owner after due and diligent inquiry, threatened against or affecting it, or any of its properties or rights, which would impair its right to carry on business as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

(g) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner after due and diligent inquiry, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

(h) The operation of the Project in the manner presently contemplated and as described in this Agreement will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto. The Owner has caused the Project to be designed in accordance with all federal, State and local statutes, laws, ordinances, code, rule, order and decree relating to zoning, building, safety and environmental quality. Further, the Owner has or will receive all necessary governmental approvals and building permits for the Project.

(i) The Owner has filed or caused to be filed by it all federal, State and local tax returns which are required to be filed by it, and has paid or caused to be paid all taxes as shown on said return(s) or on any assessment received by it, to the extent that such taxes have become due.

(j) The Owner is not in material default in the performance, observance or fulfillment of any other obligations, covenants or conditions contained in any material agreement or instrument to which it is a party.

(k) To the best of its knowledge after due and diligent inquiry, the information contained in the legal description of the Land as set forth in Schedule "A" is accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(l) If the Agency issues Bonds to finance the Project, all information contained in the Preliminary Official Statement and Official Statement as it relates to the Owner, the Project and the Land, as of the date on which the Preliminary Official Statement and Official Statement are furnished to the underwriter, did not and will not contain any untrue statement of a material fact and did not and will not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. If the Project receives Tax-Exempt Financing, the Owner shall not take or permit any action to be taken which would have the effect, directly or indirectly, of causing interest on any Bonds to be included in gross income for purposes of federal or State income taxation.

(m) The Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof or the Loan Documents and in any event the Owner acknowledges that the requirements of this Agreement and the other Loan Documents are paramount and controlling as to the rights and obligations therein and shall supersede any other requirements in conflict therewith.

(n) All statements contained in all applications, correspondence or other materials as amended from time to time and delivered to the Agency by the Owner in connection with the Agency Financing or relating to the Project and/or the Land are accurate in all material respects and do not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(o) The Owner will not permit any modification or amendment of the Owner's charter, articles of incorporation or association, by-laws or partnership agreement or other governing instrument or instruments, or a transfer of any stock or ownership interest, which would materially impair its right to carry on business as now conducted, or as contemplated to be conducted under this Agreement.

(p) The representations, covenants and warranties of the Owner contained in this Agreement on the date of its execution are true and shall continue to be true at all times during the term of this Agreement. The Owner has a continuing obligation to notify the Agency if any of the representations, covenants and warranties contained in this Agreement are no longer true.

(q) No event has occurred and no condition exists which constitutes an Event of Default under this Agreement or the other Loan Documents or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default.

(r) A true copy of the entire contract for construction of the Project, with all modifications and addenda to date, has been delivered to the Agency and no default exists under said contract.

(s) The Owner has entered into an agreement with the municipality in which the Land is situated providing for real property tax abatement or payments in lieu of taxes by the Owner with respect to the Project and Land. A true copy of such agreement and all amendments thereto have been furnished to the Agency, are in full force and effect, and no proceedings questioning its validity are pending or threatened.

(t) The Owner has provided the Agency with a 100% payment and performance Bond or such other form of security acceptable to the Agency to ensure that the Project shall be properly completed in accordance with the plans and specifications and that all contractors, subcontractors, suppliers, materialmen, and vendors performing work on the Project have been paid.

(u) The Owner has obtained valid releases acceptable to the Agency from all contractors and subcontractors who have performed work on the Project.

Section 6. Environmental Representations, Warranties and Covenants of the Owner

Except as disclosed in the Environmental Report, a copy of which was provided to and approved by the Agency, the Owner represents, warrants and covenants as follows:

(a) Neither Owner nor, to the best of the Owner's knowledge, information and belief, any prior owner or any current or prior tenant, subtenant, or other occupant of all or any part of the Project or Land has used or is using Hazardous Materials on, from or affecting the Project or Land in any manner that violates any Environmental Law, and no Hazardous Materials have been or

will be disposed of or stored on the Project or Land intentionally or unintentionally, directly or indirectly, or by any person whether related or unrelated to Owner.

(b) The Owner has received no notice from any person or entity, public or private, claiming any violation of any Environmental Law with regard to the Project or Land. There have been no claims, litigation, administrative proceedings, whether actual or threatened, or judgments or order relating to any Hazardous Materials, hazardous wastes, discharges, emissions, or other forms of pollution relating to the Project and/or Land.

(c) The Project and Land does not contain any asbestos-containing material in friable form, and there is no current and will be no future airborne contamination of the Project or Land by asbestos fiber, including any potential contamination that would be caused by maintenance or tenant activities in the Project.

(d) To the best of the Owner's knowledge, information and belief, there have been no Hazardous Materials, hazardous substances or hazardous wastes, as defined by the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. (P.L. 1993, C.112), Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 et seq.), CERCLA as amended (42 U.S.C. Subsection 9601 et seq.), or any other applicable Environmental Laws generated, manufactured, refined, transported, treated, stored, handled, discharged, spilled or disposed of on the Project and/or Land.

(e) There are no underground storage tanks in the Project or on the Land except as disclosed to the Agency in the Environmental Report. The Owner agrees to maintain, operate, monitor or close all underground storage tanks strictly in compliance with the applicable Environmental Laws.

(f) There is no lead-based paint hazard at the Project and no lead-contaminated soil on the Land except as disclosed to the Agency in the Environmental Report. The Owner agrees to perform any lead-hazard abatement or remediation activities with the approval of the Agency and strictly in compliance with applicable federal and State laws and regulations. The Owner of any housing constructed prior to 1978 ("Target Housing") agrees to provide lead warning statements and to disclose known lead-based paint hazards to all tenants and prospective tenants in Target Housing as required by 42 U.S.C. Section 4852d and the federal regulations promulgated thereunder.

(g) The Project is not located within "freshwater wetlands" or a "transition area," each as defined by N.J.S.A. 13:9B-3, and will be or has been constructed in compliance with the New Jersey Freshwater Wetlands Protection Act, as amended, N.J.S.A. 13:9B-1 et seq., and the rules and regulations promulgated thereunder.

(h) The Owner will construct, maintain, and operate the Project and Land, and will cause its tenants to use and operate the Project and Land, in compliance with all Environmental Laws.

Section 7. Reporting Requirements

The Owner agrees to comply with the following reporting requirements:

(a) The Owner shall obtain from each tenant, prior to the date of such tenant's initial occupancy in the Project, an income certification in the form required by the Agency, or in the event the Project receives Tax-Exempt Financing and/or Tax Credits, the Owner shall obtain the certification in the form required by the Code or IRS Regulations. The Owner shall obtain income recertifications from each tenant at such times as required by the Act or the Agency Regulations or, if applicable, the Code or IRS Regulations.

(b) The Owner shall file with the Agency, (i) on the fifth day of each month, copies of the initial occupancy income certifications specified in Section 7(a) hereof obtained by the Owner during the previous month and (ii) within 45 days of the end of each calendar year copies of the recertifications specified in Section 7(a) hereof, or at such other times as required by the Act or the Agency Regulations or, if applicable, the Code or IRS Regulations.

(c) The Owner shall maintain complete and accurate records beginning with the date of initial occupancy pertaining to the income of each tenant and rent charged to tenants residing in the Project, and shall permit, with or without notice to the Owner, any duly authorized representative of the Agency to inspect the books and records of the Owner pertaining to the incomes of and rent charged to all tenants residing in the Project.

(d) The Owner shall maintain and/or provide to the Agency such other reports, records and information as required by the Act, the Agency Regulations or, if applicable, the Code or IRS Regulations.

(e) In the event the Project is receiving Tax-Exempt Financing, the Owner shall submit to the Secretary of the United States Department of the Treasury, at such time and in such manner as the Secretary shall prescribe, an annual certification as to whether the Project continues to meet the requirements of Section 142(d) of the Code. A copy of such certification shall be sent to the Agency.

(f) In the event the Project is receiving a subsidy or subsidies from HUD, the Owner shall comply with the reporting requirements imposed by HUD therefor.

Section 8. Covenants to Run With the Land

(a) The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth in this Agreement touch and concern the Land in that the Owner's legal interest in the Project and Land is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the Project and Land by

enhancing and increasing the enjoyment and use of the Project and the Land by the tenants, contemplated under this Agreement and by furthering the public purposes for which the First Mortgage Loan is made and the Bonds, if any, are to be issued. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land. Except as provided in subsection (b) below, the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and hereof and shall pass to and be binding upon the Owner's assigns and successors in title to the Land or Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or the Land or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Project or Land are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

(b) Upon termination of this Agreement in accordance with Section 9 hereof, said covenants, reservations and restrictions shall expire and in such event, the Agency shall, at the expense of the Owner, execute any and all instruments reasonably required to evidence of record the satisfaction, cancellation and discharge of this Agreement.

Section 9. Term

This Agreement shall remain in full force and effect until all indebtedness from the Owner to the Agency with respect to the Project shall have been paid in full in accordance with the provisions of this Agreement, the First Mortgage Note and the other Loan Documents, provided however that (a) if the First Mortgage Loan is prepaid, this Agreement shall remain in effect as provided in the Agency Regulations governing prepayment, and (b) if the Project is receiving Tax-Exempt Financing, this Agreement shall remain in full force and effect for a period not less than the Qualified Project Period.

Section 10. Disbursement

Upon and subject to the terms and conditions of this Agreement and the other Loan Documents, the Agency agrees to disburse to the Owner as described herein Agency Financing in the aggregate amount of the lesser of (a) \$3,600,000 or (b) 90 percent of the total Project cost established by the Agency.

Section 11. Insurance; Condemnation

During the term of the Agency Financing, the Owner shall cause all the buildings on the premises and the fixtures and articles of personal property covered by the Loan Documents to be insured against loss by fire and against loss by such other hazards as may be required by the Agency for the benefit of the Agency including, but not by way of limitation, flood insurance if any part of the Project is located in an area designated by or on behalf of the federal government as having

specific flood hazard. Such insurance shall be written by companies, in forms as are satisfactory to the Agency, and in amounts not less than the full replacement value of the Project. The Owner shall assign and deliver the policies to the Agency. All such insurance policies which are obtained by the Owner during the term of the loan shall fully comply with all Agency requirements for property and liability insurance, including but not limited to the Agency requirement that the insurer must meet certain rating standards. The Agency shall be listed as first mortgagee, loss payee and additional insured under such policies. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days written notice to the Agency. If the Owner does not provide the Agency with the evidence of insurance as required herein, the Agency may (but shall not be required to) obtain such coverage. The Owner shall reimburse the Agency on demand for any premiums paid for insurance procured by the Agency, and until so reimbursed, the amount of such premiums shall be added to the principal sum of the First Mortgage Note and shall bear interest at the same interest rate as in the First Mortgage Note.

If the Project shall be damaged, destroyed or taken by condemnation (in whole or in part), the Agency shall direct the Owner to promptly reconstruct the Project to substantially the same condition as existed prior to such damage, destruction or condemnation, with such changes, alterations and modifications as may be desired by the Owner and approved by the Agency, provided that the plans and specifications for reconstruction of the Project are approved by the Agency and, in the Agency's determination, the proceeds of the insurance or of the damages or award received as a consequence of such damage, destruction or condemnation, together with any other money available for such purpose, are sufficient to pay the cost of such reconstruction and upon completion of the reconstruction of the Project it shall be financially feasible.

In the event of reconstruction of the Project, the Agency, upon receipt of a written request by the Owner that payments are required for such purpose, shall apply so much as may be necessary of such proceeds of the insurance and any investment income earned thereon to the payment of the costs of such reconstruction as such work progresses.

No money shall be disbursed to pay the costs of reconstruction unless no Event of Default exists hereunder and unless the Agency first shall have received all of the following:

- (a) a certification from the Owner stating that:
 - (1) the full amount of such disbursement and all of the prior disbursements constitute proper and reasonable costs of reconstruction work performed or materials delivered to the site of the Project;
 - (2) all work performed and material furnished for the reconstruction of the Project have been in accordance with plans and specifications;
 - (3) all such work has been performed to the satisfaction of the architect retained to prepare the plans and specifications for reconstruction of the Project; and

(4) the Project remains financially feasible;

(b) appropriate insurance from a title insurance company, licensed to do business in the State and acceptable to the Agency, insuring that there are no liens or encumbrances on the Project other than Permitted Encumbrances; and

(c) if the location of any improvement is to be altered, a currently dated, certified survey showing that all improvements are on the Land within any required set-backs and do not encroach on the real property of others.

If, in the Agency's determination, the proceeds of the insurance or of the damages or award received as a result of damage, destruction or condemnation together with any other money available for such purpose are not sufficient to pay the cost of reconstruction or if the Project will not be financially feasible upon such reconstruction, then the proceeds of such insurance, damages or award shall be applied to the indebtedness on the First Mortgage Loan. Nothing in this Section shall affect the liens of this Agreement and the Mortgage(s) or the liability of the Owner for payment of the entire balance of the Agency Financing.

The Owner shall maintain continuously in effect such other insurance coverage of the types and in the amounts specified by the Agency, including worker's compensation insurance and other insurance required by law with respect to employees of the Owner, and liability insurance with limits of not less than \$1,000,000.00 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000.00 per accident or occurrence on account of damage to the property of others, and a blanket excess liability policy in an amount not less than \$10,000,000.00, protecting the Owner and the Agency against any loss or liability or damage for personal injury or property damage with respect to the Project. The Owner shall also maintain use and occupancy insurance covering loss of revenues derived from the Project by reason of interruption, total or partial, of the use of the Project resulting from loss or physical damage thereto in an amount not less than one year's gross rental income. The Owner shall carry fidelity bond insurance covering all employees of the Owner authorized to handle the revenues derived from the Project in an amount equal to one and one-half (1½) times the maximum monthly rent roll.

In the event the Project receives financing from proceeds of Bonds, the Owner covenants and agrees to provide such additional insurance coverage as required in the Resolution.

Section 12. Taxes, Payments in Lieu of Taxes and Other Municipal Charges

The Owner covenants and agrees to pay all taxes, payments in lieu of taxes, assessments, water charges, sewer charges, and other charges imposed on the Project or Land by the municipality, county, State or other governmental body having jurisdiction over the Project. If such charges are not paid by the Owner, the Agency may pay the same. Any such sum(s) so paid by the Agency shall be payable by the Owner on demand by the Agency and until paid the amount of such sums shall be

added to the principal sum of the First Mortgage Note, and shall bear interest at the same interest rate as in the First Mortgage Note.

Section 13. Liens and Encumbrances

The Owner covenants and agrees to maintain its right, title and interest in the Project, Land and all items enumerated in the Loan Documents, as security for repayment of the Agency Financing, free and clear of all liens, security interests and other encumbrances except for Permitted Encumbrances and those exceptions identified and set forth in a certain title insurance commitment issued to the Agency by Lawyers Title Insurance Corporation numbered 1047AV-01 and dated February 3, 2011, continued to the date of this Agreement, as accepted by the Agency. The foregoing covenant and agreement shall not prevent the Owner from leasing or renting the Project or Land in the manner as otherwise provided in this Agreement. Except with the written consent of the Agency, the Owner will not install any item of tangible personal property as part of the fixtures or furnishings of the Project which is subject to a purchase money lien or security interest.

The Agency may, at its sole option, pay the amount necessary to discharge any lien or other encumbrance, and the Owner shall reimburse the Agency upon demand for any amounts so paid. Until reimbursement of the Agency of any amounts so paid, such amount shall be added to the principal sum of the First Mortgage Note and shall bear interest at the same interest rate as in the First Mortgage Note.

Section 14. Maintenance, Repair and Replacement

The Owner covenants and agrees to maintain the Project and the Land, including, but not limited to, the dwelling units contained therein, any related facilities, the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing accommodations. In the event that any investigation, site monitoring, containment, clean-up, removal, restoration, remediation, or other remedial work of any kind or nature (the "Remedial Work") is required under any applicable Environmental Laws at, on, about, under or within the Project or Land, the Owner agrees to commence and diligently perform and complete such Remedial Work in compliance with all applicable Environmental Laws, at its own expense. In the event the Owner shall fail to timely commence, perform and complete such Remedial Work, the Agency may, at its sole and absolute discretion, cause such Remedial Work to be performed and the Owner shall reimburse the Agency upon demand for all costs incurred by the Agency in connection with the performance, completion and monitoring of such Remedial Work. Until reimbursement of the Agency of any costs so incurred, such amount shall be added to the principal sum of the First Mortgage Note and shall bear interest at the same interest rate as in the First Mortgage Note.

The Owner will not make any substantial alteration to the Project without the consent of the Agency, nor will the Owner permit the removal of any fixtures or articles of personal property, except with the consent of the Agency and in connection with the replacement thereof with appropriate property of at least equal value that is free of all liens or claims.

The Owner will not demolish any part of the Project, substantially subtract from or permit any waste of the real or personal property comprising the Project or Land, or make any alteration that will increase the hazard of fire or other casualty.

Section 15. Advance Amortization Payments

Because the public purposes of the Agency include maximizing the period during which the dwelling units in the Project are available to persons whose incomes do not exceed the maximums provided by the Act, the Agency Regulations, and if applicable, the Code or IRS Regulations, the Owner shall not make any advance principal repayment except as allowed by the Agency Regulations and if the Project is financed by Bonds, as allowed under the Resolution. With respect to any advance amortization payment, if the Agency shall have consented thereto, the Owner shall, if the First Mortgage Loan is financed from Bonds, pay to the Agency an amount sufficient (a) to enable the Agency to redeem Bonds of the appropriate series in the principal amount as required under the Resolution, (b) to pay the interest accrued and to accrue on the Bonds to be redeemed to the redemption date thereof, (c) to pay the redemption premium, if any, on the Bonds to be redeemed, (d) to pay the cost and expense of the Agency in effecting the redemption of the Bonds to be redeemed including legal fees of the Agency, as determined by the Agency, including any investment shortfall resulting from liquidation of investments, and (e) to pay any other cost, expense and liability incurred by the Agency in connection with the financing of the Project and issuance of its Bonds for such purpose not previously paid or provided for by the Agency including, without limitation, underwriting discount or other unamortized Bond discount; provided, however, that only the amount of such advance amortization payment applied as provided in (a) above shall be credited against the unpaid balance of the First Mortgage Loan.

Section 16. Reserves and Escrow Payments

On the date of the execution of this Agreement, the Owner will deposit with the Agency the following amounts which will serve as a reserve against late payments and be available to pay expenses when due:

- (a) one monthly installment of debt service on the First Mortgage Note, including principal and interest;
 - (b) an amount equal to one-half (1/2) of the estimated annual insurance payments;
- and
- (c) an amount equal to one-quarter (1/4) of the estimated annual real property taxes or payments in lieu of taxes.

Commencing with the first day of the first month following the date of this Agreement and each month thereafter, the Owner will pay to the Agency, along with the monthly principal and

interest payment, the following:

(e) one-twelfth (1/12) of the estimated annual amounts necessary to pay taxes or payments in lieu of taxes and insurance premiums;

(f) one-twelfth (1/12) of the amount equal to \$350.00 per unit or such sum as the Agency may determine pursuant to its established management policy as a reserve for repairs and replacement.

All reserve and escrow payments required pursuant to this Section shall be held in accounts under the sole control of the Agency and shall be paid out for the benefit of the Project as needed on request of the Owner or on the Agency's own initiative. Any interest which may be earned on such reserves shall remain in the escrow accounts and shall be used for similar purposes unless the Owner and Agency mutually agree to apply the funds to some other Project purpose.

If the Agency determines that the payments specified herein are insufficient to insure prompt payment of taxes, payments in lieu of taxes, insurance premiums, or to properly fund painting, decorating, repair and replacement needs with respect to the Project, then the Agency may require increases in the required payments necessary to assure proper funding.

Section 17. Compliance Requirements

The Owner covenants and agrees to comply with the Act and the Agency Regulations, and with any amendments or supplements to the Act or Agency Regulations. If the Project receives Tax-Exempt Financing or Tax Credits, the Owner covenants and agrees to comply with the Code or IRS Regulations and with any amendments or supplements to the Code or IRS Regulations, and, in addition, if the Project receives Tax-Exempt Financing, the Owner shall comply with its representations and covenants in the Tax Certificate throughout the term hereof.

The Owner acknowledges that the proceeds of the First Mortgage Loan have been or are expected to be funded through the issuance of Bonds. The Owner agrees that it will execute and be bound by any amendments to this Agreement or the other Loan Documents and any additional documents as may be required by Qualified Bond Counsel for the issuance of the Bonds and/or to comply with the Code or IRS Regulations. The Owner further agrees to comply with any other requirements of the Agency that Qualified Bond Counsel reasonably believes to be necessary in connection with its marketing and issuance of Bonds. To the extent any amendments, modifications or changes to the Code or IRS Regulations shall, in the written opinion of Qualified Bond Counsel, impose requirements upon the construction, rehabilitation, ownership, occupancy or operation of the Project, the parties agree that this Agreement and/or the other Loan Documents shall be amended and modified in accordance with such requirements. The parties hereto agree to execute, deliver, and record, if applicable, any and all documents or instruments necessary in the opinion of and in the form approved by Qualified Bond Counsel to effectuate the intent of this Section.

If the Project receives financing from proceeds of Bonds, the Owner acknowledges receipt of the Continuing Disclosure Agreement, and the Owner agrees that in the event it subsequently becomes an "Obligated Person" meeting the objective criteria set forth in the Continuing Disclosure Agreement, it shall provide the Agency with the Obligated Person Data (as defined in the Continuing Disclosure Agreement) and the audited general financial purpose financial statements referred to in the Continuing Disclosure Agreement at the times necessary so as to allow the Agency to file the Annual Reports provided for in the Continuing Disclosure Agreement.

The Owner and Agency acknowledge that the Owner is not receiving Tax-Exempt Financing and is receiving Tax Credits. Accordingly, the Owner acknowledges that none of the provisions concerning Tax-Exempt Financing are applicable and that all of the provisions concerning Tax Credits are applicable.

Section 18. Lease of Dwelling Units - Maximum Rents

The Owner shall offer dwelling units for lease and occupancy in strict accordance with the Act or Agency Regulations governing tenant marketing, eligibility and selection. The form of lease to be used by the Owner in leasing to residential tenants shall be previously approved by the Agency and shall comply in all respects with the Agency Regulations and the requirements of the Agency. Initial rents may not exceed such amounts as approved by the Agency. In the event the Project receives Tax-Exempt Financing or Tax Credits, rents may not exceed such amounts as prescribed by the Code or IRS Regulations. The form and terms of all leases for any other portion of the Project and/or Land, if permitted under this Agreement, are subject to the prior consent of the Agency. Rent increases for any dwelling unit shall be made pursuant to procedures prescribed by the Agency Regulations, or if applicable, the Code or IRS Regulations.

Section 19. Consideration for Lease

The Owner covenants and agrees not to require as a condition of the occupancy or leasing of any dwelling unit in the Project and not to accept or allow any employee or agent to accept any consideration other than the prepayment of the first month's rent plus a security deposit not in excess of one and one-half (1 1/2) month's rent or as otherwise mandated by HUD, if applicable, unless otherwise approved in writing by the Agency to guarantee the performance of the covenants of the lease or occupancy agreement.

Section 20. Tenant Security Deposit

The Owner covenants and agrees to deposit all monies paid to the Owner by any residential tenant as a security deposit for the payment of rent in a separate interest bearing bank account held and maintained in accordance with applicable law and instructions of the Agency as to its custody and control.

Section 21. Account for Project Revenues

The Owner covenants and agrees to establish an account for and deposit all Project Revenues with a bank, trust company or savings and loan institution approved by the Agency and maintaining an office within the State, the deposits of which are insured by the Federal Deposit Insurance Corporation. If the Agency so elects, this account shall be under the joint control of the Agency and the Owner, with all withdrawals requiring a countersignature by one of the authorized representatives of the Agency.

The Owner may not withdraw or use Project Revenues except to pay debt service due under the Loan Documents, the Servicing Fee or other Project expenses approved by the Agency or return on investment payments due under Section 42 hereof. Project Revenues may not be transferred to or invested in any other accounts or investment vehicles, except as permitted by Agency Regulations.

Section 22. Inspection of Premises

The Owner covenants and agrees to permit the Agency, its agents or representatives to enter upon and inspect the Project without prior notice, pursuant to the provisions of the Act.

Section 23. Books and Records

The Owner covenants and agrees to maintain adequate books and records of its transactions with respect to the Project in the form required by the Agency. Such books and records shall be available for inspection and audit by the Agency or its agents at any time during business hours, with or without notice, pursuant to the provisions of the Act. The Owner further covenants and agrees to cause its financial affairs to be audited at least annually by independent certified public accountants and shall furnish the Agency with the audit report of such accountants when received and in any event within three (3) months of the close of each of its fiscal years. The Owner shall adopt and use such uniform systems of accounts and records as may from time to time be required by the Agency.

Section 24. Management Contract

The Owner may, and if the Agency so elects, shall, contract for the services of a firm experienced in real estate management to act as the managing agent for the Project. The selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be subject to the approval of the Agency, and any contract for the employment of any managing agent shall provide that such contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and managing agent.

Section 25. Prohibited Actions

Except with the express approval of the Agency, the Owner shall not:

- (a) incur any liabilities except in connection with the acquisition, construction, rehabilitation, repair, improvement and rental of the Project and Land, and its operation and maintenance;
- (b) engage in any business activity except the ownership and operation of the Project and Land;
- (c) enter into contracts to be paid from Project Revenues for managers, attorneys, accountants, or other services without the prior written approval of the Agency;
- (d) pay more than the fair market value thereof for goods or services;
- (e) transfer or invest Project Revenues in any other accounts or investment vehicles, except as permitted by Agency Regulations; or
- (f) pay compensation from Project Revenues to any officer, director, member, partner, or shareholder in his capacity as such or make any cash distribution to any of the foregoing; provided, however, that if no Event of Default has occurred, the Owner may make distributions annually of a return on investment in an amount not to exceed the amount permitted under the Act, the Agency Regulations, and then only to the extent of its retained earnings not previously distributed, or as otherwise approved by the Agency. The Owner, however, shall not make any distribution payment without the express agreement of the Agency that retained earnings (or other funds) are available for such distribution.

Section 26. Change of Owner Status

The Owner shall not dissolve, liquidate, sell, transfer, convey or exchange the Project and/or Land or any portion thereof without prior approval of the Agency and the Owner's compliance with the Agency Regulations. The Owner shall not dissolve, liquidate, sell, transfer, convey or exchange any shares, partnership or other ownership interest in the Owner without prior approval of the Agency and the Owner's compliance with the Agency Regulations. The Owner shall notify in writing and obtain the agreement in writing of any buyer or successor or other person acquiring the Project or Land or any interest therein, in a form acceptable to the Agency, that such acquisition is subject to the requirements of the Loan Documents, Act and Agency Regulations and, if applicable, the Code or IRS Regulations. This notice provision shall not act to waive any other Agency restriction on such dissolution, liquidation, sale, transfer, conveyance or exchange.

Section 27. Estoppel

Within ten (10) business days of demand by the Agency, the Owner will furnish to the Agency in writing a statement of the outstanding balance of the principal sum plus all the accrued interest remaining due on the Agency Financing, together with a statement of any defenses which may exist as to any liability of the Owner with regard to the Loan Documents.

Section 28. Financing Statements

The Owner hereby irrevocably authorizes the Agency to file on its behalf one or more UCC-1 Financing Statements or renewals thereof with respect to any of the security interests granted by the Loan Documents. The Owner hereby assigns all its rights and interests in accounts established under this Agreement to the Agency, to the extent that such interest may be needed, pursuant to this Agreement.

Section 29. Assignment

The Owner hereby consents to any assignment of the Agreement by the Agency. No assignment or delegation of this Agreement by the Owner is permitted unless approved in writing by the Agency. If assigned, all rights, duties, obligations and interest arising under this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Section 30. Defaults

Each of the following shall be an Event of Default:

(a) failure by the Owner to pay more than ten (10) days after the due date any installment of principal or interest under the Agency Financing, or on the Servicing Fee or any other payment required by the Owner to the Agency or any other person pursuant to the terms of this Agreement, the First Mortgage Note, or the other Loan Documents;

(b) commission by the Owner of any act prohibited by the terms of this Agreement, or the other Loan Documents, or failure by the Owner to perform or observe in a timely fashion any action, obligation, warranty or covenant required by any of the terms of this Agreement or the other Loan Documents or failure by the Owner to produce satisfactory evidence of compliance therewith. An event set forth in this subsection shall not constitute an Event of Default until the prohibited acts or failure to perform or observe shall remain uncured for a period of thirty (30) days after the Agency's written notice to the Owner, specifying such prohibited act or failure and requesting that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the prohibited act or failure stated in each notice is correctable, but cannot be corrected within the 30-day period, the Agency may consent to an extension of up to 120 days from the delivery of the written notice referred to herein if corrective action is instituted by the Owner within the initial 30-day period and diligently pursued.

(c) the filing by the Owner under any federal or State bankruptcy or insolvency law or other similar law, or any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;

(d) the filing against the Owner of a petition seeking an adjudication as a bankrupt

or the appointment of a receiver for the benefit of its creditors that shall not have been dismissed within sixty (60) days of the filing thereof, or the adjudication of the Owner as a bankrupt or the appointment of a receiver for the benefit of its creditors; or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of the Owner or of any of its property or the taking of possession of the Owner or any of its property for the benefit of its creditors and such order remains in effect or such possession continues for more than sixty (60) days;

(e) the occurrence of substantial destruction of the Project by an uninsured casualty or the inability to replace or restore the Project in accordance with Section 11, or failure to maintain insurance that fully complies with the Agency insurance requirements set forth at Section 11 or in Agency insurance specifications minimum requirements, or failure to provide, immediately or no later than 30 days from notice, replacement insurance to meet Agency insurance requirements as set forth in Section 11 during the term of the First Mortgage Loan;

(f) any representation in conjunction with the Loan Documents or the Project by or on behalf of the Owner that is false or misleading in any material respect when made;

(g) any occurrence that results in the dissolution or liquidation of the Owner pursuant to the formation documents of the Owner;

(h) failure to comply with applicable provisions of the Act, the Agency Regulations, and if applicable, the Code or IRS Regulations.

(i) an Event of Default as to any one mortgage loan held by the Agency shall be deemed an Event of Default as to all mortgage loans held by the Agency.

Section 31. Remedies

Upon the occurrence of any Event of Default, the Agency may at its option take any one or more of the following actions or remedies and no failure or delay to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

(a) declare the outstanding balance of the principal sum under the First Mortgage Note plus all accrued interest, the Servicing Fee and all other liabilities of the Owner under the Loan Documents to be immediately due and payable;

(b) cease making disbursements from reserves held by the Agency;

(c) apply any reserves held by the Agency or the balance in the accounts for Project Revenues or any combination of these monies to the payment of the Owner's liabilities under the Loan Documents;

(d) foreclose the lien of all Mortgage(s) securing the Agency Financing on the Project and Land including, without limitation, all improvements existing or hereafter placed in or on the Project and Land. In any action to foreclose, the Agency shall be entitled to the appointment of a receiver of the rents and profits of the Project as a matter of right, with power to collect the rents, uses, and profits of the Project, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by the Mortgage(s) without regard to the value of the Project or the solvency of any person or persons liable for payment of the mortgaged indebtedness. The Owner for itself and any such subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment, but nothing herein contained is to be construed to deprive the holder of the Mortgage(s) of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits are made express conditions upon which the Agency Financing is made. Upon such foreclosure the Agency shall have the right to have a receiver appointed for the Project and the rent from the Project;

(e) take possession of the Project;

(f) without judicial process, collect all rents and other revenue including federal and State subsidies as the assignee of the Owner, and apply the same at the Agency's option either to the operation and maintenance of the Project or to the liabilities of the Owner under the Loan Documents and to accept assignment of leases;

(g) act as landlord of the Project and rent or lease the same on any terms or dispossess by summary proceedings or other available means any tenant defaulting under the terms of the lease of a dwelling unit;

(h) take possession of equipment, appliances and other tangible personal property in which a security interest has been granted by the Loan Documents and dispose of the same in any commercially reasonable manner. The Agency shall have the option to dispose of any such equipment and personal property either separately from or in conjunction with disposition of the Project or Land. In conjunction with a sale of the Project or Land, the Owner agrees that either method of disposition shall be commercially reasonable;

(i) sue under or make effective an assignment by the Owner to the Agency of any warranty for the Project or any contract for construction, rehabilitation, repair, renovation, reconstruction or improvement of the Project, in which event the Agency is specifically empowered by the Owner to exercise any and all rights of the Owner under the said contract or warranty to recover any amount payable to the Owner pursuant to the contract or any such warranty and to settle any such claim or liability and release the same and apply the proceeds of any such suit, settlement or release to the liabilities of the Owner under the First Mortgage Note, this Agreement, or the other Loan Documents;

(j) sue the Owner for mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement or the other Loan Documents. The Owner agrees with the Agency that the Agency's remedy at law for the violation and nonperformance of the Owner's obligations under this Agreement or the other Loan Documents is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units for the tenants contemplated under this Agreement;

(k) replace the general partner, officers, managers, directors, managing members or partners of, or other persons exercising control over the affairs of the Owner with such person or persons as the Agency in its sole discretion deems advisable, including officers or employees of the Agency, who shall exercise all of the authority of managing general partner or other manager of the Owner. Such appointment by the Agency shall be for the duration provided in Section 7 (b)(6) of the Act and any person so appointed shall be entitled to the same immunities and compensation as provided in such Act. If the Agency decides to remove and replace the general partner, officers, managers, directors, managing members or partners of the Owner pursuant to its rights under the Act, the Agency may require from the newly appointed officers, managers, directors, managing members or partners a deed to the Project in lieu of foreclosure.

Notwithstanding the above enumeration of remedies, the Agency shall have available to it all other remedies provided at law or in equity or any other action permitted by law.

Section 32. Anticipatory Breach

If the Owner threatens to commit a breach of any of the provisions of this Agreement or the other Loan Documents, the Agency shall have the right, without posting bond or other security, to seek injunctive relief or specific performance, it being acknowledged and agreed that any such breach, or threatened breach, will cause irreparable injury to the Agency and that money damages will not provide an adequate remedy.

Section 33. Expenses Due to Default

All expenses (including reasonable attorney's fees and costs and allowances) incurred in connection with an action to foreclose the Mortgage(s) or in exercising any other remedy provided by this Agreement or the other Loan Documents, including the curing of any Event of Default, shall be paid by the Owner on demand, together with interest at the same interest rate as in the First Mortgage Note whether or not an action or proceeding is instituted. Expenses of foreclosure for purposes of this paragraph shall include the items enumerated in Section 15 of this Agreement.

The Owner hereby acknowledges that if the Project receives Bond financing, the payments to be made by the Owner pursuant to the Loan Documents may be used by the Agency to pay interest and principal on the Bonds. In the event that the Owner fails to make any payment due under the Loan Documents and the Agency is required to advance funds to pay interest or principal on the Bonds, the Owner shall be required to pay the Agency interest on any amounts so advanced by the

Agency on demand, which interest shall be equal to the same interest rate as in the First Mortgage Note.

Section 34. Amendments; Notices; Waivers

This Agreement may be amended only by a written instrument executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

No waiver by the Agency of any Event of Default or required performance by the Owner and no course of conduct of the parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Owner under this Agreement, or the other Loan Documents at any time shall preclude enforcement of any of the terms of this Agreement or the other Loan Documents.

Any provision of this Agreement requiring the consent or approval of the Agency for the taking of any action or the omission of any action or otherwise called for under this Agreement, requires such written consent by the Agency signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.

Notice provided for under this Agreement shall be given in writing and signed by a duly authorized officer and any notice required to be given hereunder shall be given by recognized private carrier with acknowledgment or by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

Owner: Bailey Corner Housing Associates, LLC
c/o The Ingerman Group
725 Cuthbert Bouelvard
Cherry Hill, New Jersey 08002

Owner's Attorney: Jeffrey Beenstock, Esq.
Ballard Spahr LLP
210 Lake Drive East, Suite 200
Cherry Hill, New Jersey 08002

Sponsor Limited Partner: The Richman Group
340 Pemberwick Road
Greenwich, CT 06831

Sponsor Limited Partner Attorney: JDF, LLC
340 Pemberwick Road
Greenwich, CT 06831

Agency: **Executive Director**
New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085

Section 35. Severability

The invalidity of any part or provision hereof shall not affect the validity, legality or enforceability of the remaining portions hereof, and to this end the provisions of this Agreement shall be severable.

Section 36. Personal Liability

Notwithstanding any other provision contained in this Agreement or the other Loan Documents, the Agency agrees, on behalf of itself and any future holder of the Loan Documents, that the liability of the Owner, any general or limited partner, member or shareholder of the Owner and their respective heirs, representatives, successors and assigns, for the payment of its obligations under the Loan Documents, including, without limitation, the payment of principal and interest due and other charges due hereunder and thereunder, shall be limited to the collateral pledged under the Loan Documents, and that the Agency shall have no right to seek a personal judgment against the Owner, any general or limited partner, member or shareholder of the Owner, or their respective heirs, representatives, successors and assigns, individually, except to the extent necessary to subject any collateral pledged under the Loan Documents to the satisfaction of the mortgage debt; provided, however, that the Agency shall retain the right to exercise any and all remedies granted to it under this Agreement and the other Loan Documents, including without limitation the right to sue for injunctive or other equitable relief. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or unlawful acts and shall not apply to such amounts that may be due to the Agency pursuant to Sections 11, 12, 13, 14, 15(c) through (e), 33 and/or 42.

Section 37. Counterparts

This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original. A fax copy of a signature on this Agreement shall have the same effect as an original provided that an original is received by the other party hereto within two business days thereafter.

Section 38. Disclaimer of Warranties, Liability, Indemnification

(a) The Owner acknowledges and agrees that (i) the Agency has not heretofore and does not make any warranty or representation, either express or implied as to the value, condition, or fitness for particular purpose or any use of the Project or Land or any portions thereof

or any other warranty or representation with respect thereto; (ii) in no event shall the Agency or its agents or employees be liable or responsible for any incidental, indirect, special, consequential or punitive damages in connection with or arising out of this Agreement or any of the other Loan Documents or from the acquisition, construction, rehabilitation, reconstruction, repair, improvement, ownership, operation or maintenance of the Project or Land or any items or services provided for in this Agreement or the other Loan Documents; and (iii) during the term of this Agreement and the other Loan Documents and to the fullest extent permitted by law, the Owner shall indemnify and hold the Agency harmless against, and the Owner shall pay any and all liability, loss, cost, damage, claims, judgments or expenses of any and all kinds or nature and however arising, imposed by law, which the Owner and the Agency may sustain, be subject to, or caused or incurred by reason of any claim, suit or action based upon personal injury, death or damage to property or any other damage or loss sustained, whether real, personal or mixed, or arising out of any alleged violation of the Environmental Laws or the alleged use, storage or disposal of Hazardous Materials by the Owner or by any person or entity or other source related to the Project or Land, or upon or arising out of contracts entered into by the Owner, or arising out of the Owner's acquisition, construction, rehabilitation, reconstruction, repair, improvement, ownership, operation or maintenance of the Project or Land.

(b) It is mutually agreed by the Owner and the Agency that the Agency and its members, directors, officers, agents, servants, employees, and attorneys shall not be liable for any action performed under this Agreement, and that the Owner shall hold them harmless from any claim or suit of whatever nature.

(c) Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. (except for N.J.S.A. 59:13-9 thereof). While this statute is not applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to claims arising under this Agreement or the other Loan Documents. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

(d) Notwithstanding the provisions of this Section 38, but in no way intending to reduce the obligations of Owner under this Agreement or the other Loan Documents, in the event the Agency takes possession, ownership and/or control of the Project and commences operating the same, Owner shall not be liable for the acts or omissions of the Agency, its employees, agents or representatives from and after the date of such possession, ownership or control.

Section 39. Filing

This Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located.

Section 40. Governing Law and Venue

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

If any legal action should be filed by any party against any other in connection with this Agreement and/or the other Loan Documents, the venue and forum for such action shall be the New Jersey Superior Court, Mercer County.

Section 41. Equal Opportunity and Non-Discrimination

The Owner covenants and agrees that it will comply with the Agency guidelines with respect to equal opportunity and non-discrimination in its purchase of goods and services for the operation and maintenance of the Project throughout the term of this Agreement.

Section 42. Investment Funding and Return on Investment

The Owner agrees to make an investment in the Project and Land in an amount which is not less than 10% of the total Project cost as determined by the Agency pursuant to the Act. In the event the principal sum set forth in the Agency Financing that is advanced to the Owner is determined by the Agency to exceed 90% of the total Project cost, the Owner agrees to reimburse the Agency an amount which would reduce the Agency Financing to 90% of the total Project cost.

The total Project cost and the portion thereof that is contributed by the Owner as investment shall be determined by the Agency in accordance with the cost certification procedures under the Act. The Owner shall be eligible for a return on its investment at the rate of 8.50% annually in the manner set forth in the Agency Regulations.

Section 43. Applicability and Conflict of Terms and Conditions

The terms and conditions of this Agreement are applicable for the entire term of this Agreement (as set forth in Section 9 hereof) unless otherwise set forth in this Agreement. In the event of any conflict or inconsistency between the terms and conditions of any of the Loan Documents (including this Agreement), the terms and conditions of this Agreement shall prevail. Notwithstanding the foregoing, the Owner agrees that the Agency may render a decision concerning the intent and/or applicability of any term or condition of the Loan Documents and unless such decision is found to be arbitrary or capricious by a court of competent jurisdiction, the Agency decision shall be final.

Section 44. Miscellaneous

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Agreement and all the terms and provisions hereof shall be

construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

The Owner and Agency agree to cooperate with each other to correct any error(s) that might inadvertently appear in the Loan Documents.

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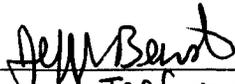
IN WITNESS WHEREOF, this Agreement is duly executed by the Owner and Agency and by signing below, the Owner acknowledges that it has received a true copy of this Agreement, without charge.

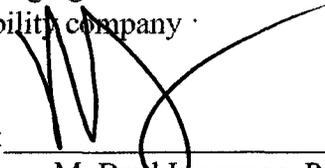
WITNESS:

BORROWER:

BAILEY CORNER HOUSING ASSOCIATES, LLC

By: Bailey Corner Managing Member, LLC, its managing member and a New Jersey limited liability company

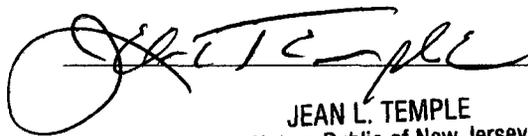

Name: Jeffrey S. Beezstick


By: M. Brad Ingerman, President

Date: May 17, 2011

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

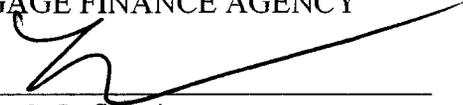
I CERTIFY that on May 17, 2011, M. Brad Ingerman, personally came before me, the subscriber, an ~~Attorney at Law~~ ^{NOTARY PUBLIC} of the State of New Jersey, and acknowledged under oath, to my satisfaction that (a) *he* is the President of Bailey Corner Managing Member, LLC, the Managing Member of the *limited liability company* named in this document; and (b) *he* executed and delivered this document as the voluntary act of the *limited liability company* duly authorized by the Members.


JEAN L. TEMPLE
A Notary Public of New Jersey
My Commission Expires July 19, 2013

SIGNATURES AND ACKNOWLEDGMENT(S) CONTINUED ON NEXT PAGE.

(SEAL)
ATTEST


Darryl D. Applegate
Assistant Secretary

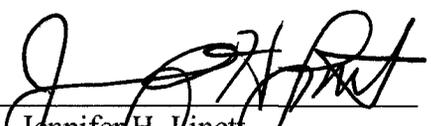
NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY
By: 

Leslie S. Lefkowitz
Chief of Legal and Regulatory Affairs

Date: May 17, 2011

This Agreement has been reviewed and approved as to form.

Attorney General of the State of New Jersey

By: 

Jennifer H. Linett
Deputy Attorney General

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on May 17, 2011, personally came before me, Yadira Garcia-Santiago, and acknowledged under oath, to my satisfaction, that (a) he is the Assistant Secretary of NEW JERSEY HOUSING AND MORTGAGE FINANCE, the Agency named in this document; (b) he is the attesting witness to the signing of this document by the proper Agency officer, who is Leslie S. Lefkowitz, Chief of Legal and Regulatory Affairs of the Agency; (c) this document was signed and delivered by the Agency as its voluntary act duly authorized by a proper resolution of its Board of Directors; and (d) he signed this proof to attest to the truth of these facts.

SWORN TO AND SUBSCRIBED
by me, the date aforesaid.

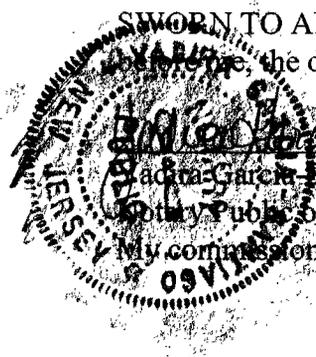

Yadira Garcia-Santiago
Notary Public of New Jersey
My commission expires November 21, 2012


EXHIBIT "A"
LEGAL DESCRIPTION

File No: 1047AV-01

Tract #1

The Property consists of the land and all the building and structures on the land in the Borough of Woodstown, County of Salem and State of New Jersey. The legal description is:

BEGINNING at a point where the division line between Lot 49 and Lot 5, Block 40 intersects the southeasterly line of Hillcrest Drive (50' wide easement for ingress and egress as described in Deed Book 958, Page 338), and from said beginning point runs; thence

1. Along said line of Hillcrest Drive, North 33 degrees 34 minutes 52 seconds East 113.08 feet to a point of curvature in the same; thence
2. Along the same and along a curve to the left having a radius of 150.00 feet an arc distance of 119.11 feet to a point of tangency in the same; thence
3. Along the same, North 11 degrees 54 minutes 58 seconds West 101.19 feet to a point of curvature in the same; thence
4. Along the same and along a curve to the right having a radius of 203.88 feet an arc distance of 92.98 feet to a point of tangency in the same; thence
5. Along the same, North 14 degrees 12 minutes 49 seconds East 65.00 feet to a point in the division line between Lot 49 and Lot 49.01, Block 40; thence
6. Along said division line, South 75 degrees 47 minutes 11 seconds East 65.00 feet to an angle point in the same; thence
7. Along the same, South 14 degrees 12 minutes 50 seconds West 70.00 feet to an angle point in the same; thence
8. Along the same, South 75 degrees 47 minutes 13 seconds East 30.33 feet to an angle point in the same; thence
9. Along the same, South 14 degrees 12 minutes 49 seconds West 63.55 feet to an angle point in the same; thence
10. Along the same, South 75 degrees 47 minutes 11 seconds East 181.54 feet to an angle point in the same; thence
11. Along the same, South 33 degrees 15 minutes 06 seconds East 85.27 feet to an angle point in the same; thence
12. Along the same, North 87 degrees 40 minutes 44 seconds East 311.32 feet to a point in the division line between Lot 49 and Lot 10, Block 40; thence
13. Along said division line, South 04 degrees 52 minutes 34 seconds East 412.00 feet to an angle point in the same; thence

14. Along the same, South 38 degrees 55 minutes 46 seconds West 217.44 feet to a point in the division line between Lot 49 and Lot 6, Block 40; thence
15. Along said division, North 56 degrees 34 minutes 12 seconds West 104.30 feet to an angle point in the same; thence
16. Along the same, South 39 degrees 25 minutes 46 seconds West 5.58 feet to a point in the division line between Lot 49 and Lot 56, Block 40; thence
17. Along said division line and along Lots 55, 54, 53, 52, 51 and Lot 5, North 56 degrees 25 minutes 08 seconds West 579.14 feet to the point and place of BEGINNING.

BEING Block: 40, Lot: 49 as shown on the tax map for the Borough of Woodstown.

Tract #2

ALL THAT CERTAIN TRACT or parcel of land situate in the Borough of Woodstown, County of Salem, and State of New Jersey as shown on a plan entitled "Minor Subdivision/Lot Consolidation Plan of Pilesgrove Township Affordable Housing Project Site: Block 63 Lot 1", prepared by Adams, Rehmann & Heggan Associates, Inc.; dated 2nd February 2008, revised to 5th June 2009; and being more particularly described as follows:

BEGINNING at a point in the northwesterly line of a fifty foot (50') wide easement for ingress and egress, as described in Deed Book 958, Page 338, where the Municipal Boundary Line between the Borough of Woodstown and the Township of Pilesgrove intersects the same, said point also being the Beginning point of the ninth course in Tract No. 1, and being North 33 degrees 34 minutes 53 seconds East, along said easement line, a distance of 82.94 feet from a point curvature connecting said easement line with the northeasterly line of Bailey Street, also known as Salem County Route 616, (24.75 feet from centerline), as shown on said plat, and runs; thence

1. Along said Township line and along Lot 1, Block 63, North 08 degrees 31 minutes 59 seconds West, a distance of 198.24 feet to a point in the Southerly line of a fifty foot (50') wide ingress and egress easement; thence
2. along said ingress and egress easement, South 56 degrees 25 minutes 08 seconds East, a distance of 112.94 feet to a point of curvature in the same; thence
3. Along the same and along a curve to the right having a radius of 20.00 feet, an arc distance of 31.42 feet to a point of tangency in the same; thence
4. Along the same, South 33 degrees 34 minutes 52 seconds West, a distance of 127.06 feet to the point and place of BEGINNING.

BEING Lot 50, Block 40.

Tract #3

ALL THAT CERTAIN TRACT or parcel of land situate in the Township of Pilesgrove, County of Salem, and State of New Jersey as shown on a plan entitled "Minor Subdivision/Lot Consolidation Plan of Pilesgrove Township Affordable Housing Project Site: Block 63 Lot 1", prepared by Adams, Rehmann & Heggan Associates, Inc.; dated 2nd February 2008, revised to 5th June 2009; and being more particularly described as follows:

BEGINNING at a point in the northeasterly line of Bailey Street, also known as Salem County Route # 616, (24.75 feet from centerline), at the end of a curve connecting said line of Bailey Street with the northwesterly line of a fifty foot (50') wide easement for ingress and egress as described in Deed Book 958, Page 338, and shown as Hillcrest Drive on the zoning map for the Borough of Woodstown.

1. Along said line of Bailey Street, North 56 degrees 25 minutes 08 seconds West, a distance of 411.37 feet to an angle point in the same; thence
2. Along the same North 56 degrees 42 minutes 08 seconds West, a distance of 363.35 feet to a point of curvature in the same; thence
3. Along the same and along the division line between Lot 1 and Lot 1.03 and along a curve to the left having a radius of 30.00 feet, an arc distance of 47.12 feet to a point of tangency in said division line; thence
4. Along said division line, North 33 degrees 17 minutes 52 seconds East, a distance of 291.34 feet to a point of curvature in the division line between Lot 1 and Lot 2; thence
5. Along said division line and along a curve to the left having a radius of 670.53 feet, an arc distance of 163.62 feet to a point of compound curvature in the same; thence
6. Along the same and along a curve to the left having a radius of 45.65, an arc distance of 55.33 feet to a point of tangency in the same; thence
7. Along the same and along Lot 1.04, North 54 degrees 07 minutes 52 seconds East, a distance of 297.95 feet to a point in the division line between Lot 1 and Lot 49, Block 40, said point also being the municipal boundary line between the Township of Pilesgrove and the Borough of Woodstown; thence
8. Along said Township line and along Lot 49 and Lot 40, said lot being Tract #2, South 08 degrees 31 minutes 59 seconds East, a distance of 681.43 feet to a point in the Northwesterly line of the fifty foot (50') wide ingress and egress easement; thence
9. Along the same South 33 degrees 34 minutes 52 seconds West, a distance of 82.94 feet to a point of curvature connecting said line of the ingress and egress easement with the northerly line of Bailey Street; thence
10. Along the same and along a curve to the right having a radius of 20.00 feet, an arc distance of 31.42 feet to the point and place of **BEGINNING**.

BEING CURRENTLY DESIGNATED AS Block 63, Lot 1 and Block 63, Lots 1.07, 5 and 6, which are to merge and become known as Block 63, Lot 1 on the Pilesgrove Township Tax Map.

Together with rights established in a certain 50 foot wide Easement granted by Hillcrest II Limited Partnership to Louis Bader recorded in Deed Book 958, page 338; said rights subsequently conveyed in Deed Book 1245, page 220; Deed Book 1245, page 196; and Deed Book 1245, page 209.

AMENDED AND RESTATED AGREEMENT FOR PAYMENTS IN LIEU OF TAXES

THIS AMENDED AND RESTATED AGREEMENT FOR PAYMENTS IN LIEU OF TAXES (this "Agreement") is made as of this 29th day of December, 2008 between BAILEY CORNER HOUSING ASSOCIATES, LLC (the "Sponsor"), a New Jersey limited liability company, having its principal office at 725 Cuthbert Boulevard, Cherry Hill, New Jersey 08002, and the TOWNSHIP OF PILESGROVE (the "Township"), a municipal corporation, organized and existing under the laws of the State of New Jersey, located at 1180 Route 40, Pilesgrove, New Jersey 08098-9523.

WITNESSETH:

WHEREAS, the Township is the owner of certain tracts of ground designated as Block 63, Lot 1 on the official Tax Map of the Township of Pilesgrove, County of Salem, State of New Jersey (collectively, the "Pilesgrove Property") and Block 40, Lot 50 on the official Tax Map of the Borough of Woodstown, County of Salem, State of New Jersey (the "Woodstown Property") and together with the Pilesgrove Property, the "Property"), as more fully described on Exhibit A attached hereto;

WHEREAS, the Township will convey the Property to the Sponsor in order to allow the Sponsor to construct and operate an apartment complex on the Property consisting of 74 units for rent to low income families (the "Affordable Housing Development" or the "Project");

WHEREAS, the Sponsor will receive financing for the Project from the New Jersey Housing and Mortgage Finance Agency (the "Agency");

WHEREAS, the Township is authorized, pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the "HMFA Law"), to grant an exemption for real estate taxes to housing projects that meet an existing housing need if the project's owner agrees to pay to the Township an annual charge for municipal services supplied to the Project;

WHEREAS, the Township and Ingerman Affordable Housing, Inc. ("IAH") entered into an Agreement for the Development of Real Property in November, 2006 (as amended, the "Developer's Agreement") with respect to the development of the Project;

WHEREAS, IAH assigned its interest in and rights and obligations under the Developer's Agreement to the Sponsor pursuant to that Second Amendment to and Assignment of Agreement for the Development of Real Property dated June 2007 among IAH, the Sponsor, and the Township;

WHEREAS, under the Developer's Agreement, as assigned by IAH to the Sponsor, the Township agreed to grant an exemption to the Project for real estate taxes and the Sponsor agreed to make payments to the Township in lieu of real estate taxes at the rate of 6.28% of the gross rents collected from the Project, less deductions, credits, and/or offsets allowed by law or regulation, subject to the Agency's approval;

*amended
to
3.14%*

WHEREAS, the Sponsor and the Township executed an Agreement for Payments in Lieu of Taxes in June 2007 (the "Original Agreement") to memorialize the Sponsor's exemption from real property taxes and its obligation to make payments in lieu of such real property taxes; and

WHEREAS, the parties now desire to amend and restate the Original Agreement in its entirety to reduce the payments to the Township in lieu of real estate taxes to 3.14% of the gross rents collected from the Project, less deductions, credits, and/or offsets allowed by law or regulation.

NOW, THEREFORE, the Sponsor and the Township, in consideration of the mutual undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, covenant and agree as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the HMFA Law and the Resolution, and with the approval of the Agency, as required by the HMFA Law.

2. On the date (the "Tax Exemption Commencement Date") that is the first day of the first full quarter of the calendar year immediately following the Sponsor's execution of a mortgage encumbering the Property and the Project with a mortgage lien in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the portion of the Project located within the Township of Pilesgrove ("Pilesgrove Project") and the Pilesgrove Property shall be exempt from all ad valorem real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Township as provided hereinafter. The exemption of the Pilesgrove Property and the Pilesgrove Project from ad valorem real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall apply until the earlier of (a) satisfaction and discharge of the Agency Mortgage and (b) the expiration of fifty (50) years from the Tax Exemption Commencement Date (such earlier event being the "Tax Exemption Expiration Date").

3. Notwithstanding anything to the contrary contained in this Agreement, the parties hereto agree that from the time that this Agreement is executed until the Tax Exemption Commencement Date, neither party shall seek to change or challenge the assessed valuation of the property, whether administratively or by application to any judicial or quasi-judicial body having jurisdiction over such matter.

4. (a) From the Tax Exemption Commencement Date until the Tax Exemption Expiration Date, the Sponsor shall pay to the Township an annual service charge in lieu of taxes to the Township in an amount equal to 3.14% of Project Revenues, as defined below (the "Annual Service Charge"), and pursuant to this Agreement and in accordance with the Developer's Agreement.

(b) As used herein, "Project Revenues" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water

supplied, and sewage charges, if any.

(c) The estimated amounts of the Annual Service Charge to be paid each year pursuant to this Agreement are set forth in Exhibit B attached hereto. It is expressly understood and agreed that the revenue projections provided to the Township as set forth in Exhibit B and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of real estate taxes to be paid by the Sponsor shall be determined as set forth in this Agreement.

5. (a) Payments of the Annual Service Charge by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the tax collector of the Township in the same manner and on the same dates as real estate taxes are paid to the Township and shall be based upon 3.14% of Project Revenues of the previous quarter. Notwithstanding the foregoing, the quarterly payments for the first full year that the Sponsor is required to make payments of the Annual Service Charge under this Agreement shall be based on the estimated amount of payments in lieu of taxes for year 1 set forth on Exhibit B.

(b) No later than three (3) months following the end of the Sponsor's fiscal year for each year that this Agreement is in effect after the Tax Exemption Commencement Date, the Sponsor shall submit to the Township a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth (i) the Project Revenues for the previous year and (ii) the total Annual Service Charge due to the Township, calculated at 3.14% of Project Revenues, for the previous year (the "Audit Amount"). The Sponsor simultaneously with the submission of the Audit shall pay the difference, if any, between (i) the Audit Amount and (ii) the quarterly payments in lieu of real estate taxes made by the Sponsor to the Township for the preceding year. The Township may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Township shall credit the amount of such excess to the account of the Sponsor.

(c) All payments pursuant to this Agreement shall be in lieu of taxes and, subject to the provisions of this Agreement, the Township shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if such payments constituted regular tax obligations on real property within the Township. If, however, the Township disputes any Audit Amount, it may apply to the Superior Court, Chancery Division, Salem County for an accounting of the Project Revenues in accordance with this Agreement and HMFA Law. The Township must commence any such action to challenge an Audit Amount within one year of the receipt of the corresponding Audit.

(d) In the event of any delinquency in the payments required under this Agreement, the Township shall give notice of the delinquency to the Sponsor and the Agency in the manner set forth in Section 10(a) below and allow the Sponsor thirty (30) days to cure the delinquency prior to taking any legal action.

6. The tax exemption herein shall apply only so long as the Sponsor or its successors and assigns and the Affordable Housing Development remain subject to the provisions of the HMFA Law and regulations, but in no event after the Tax Exemption Expiration Date. The tax

exemption shall remain in effect only so long as the Sponsor and its successors and assigns maintain seventy four (74) affordable units.

7. Except as expressly set forth in this Agreement to the contrary, the Sponsor shall not assign its interest in this Agreement without the prior written consent of the Township, which consent shall not be unreasonably withheld or delayed. Upon the Sponsor's request to the Township for its consent to such an assignment, the Township shall respond to the Sponsor's request for the Township's consent within thirty (30) days of receipt of such request. For purposes of this Section 7 and the determination of whether an assignment has occurred, a transfer, realignment or other restructuring between the current members, partners, shareholders or other owners of the Sponsor, or any of their affiliates, of their respective interests, or a transfer, realignment or restructuring between the current members, current partners or current shareholders or any of their affiliates, as the case may be, of the members, partners, shareholders or other owners of the Sponsor, or a transfer of any limited partnership or class B member interest in and to the Sponsor to a tax credit purchaser or purchasers or investor or investors, or the transfer of less than majority control of the ownership interest in the Sponsor shall not be deemed to be an assignment, as long as the Sponsor provides the Township with a description of the activity, at least thirty (30) days before it occurs, along with the structure of all newly-created or newly-involved entities. Notwithstanding anything to the contrary contained in this Agreement, in the event or as part of the cure of a default by the Sponsor under the terms of the transaction documents for the Project, if a lender holding a mortgage on the Premises or the tax credit investor desires to cause the Premises to be assigned to a substitute Sponsor to operate the Project in accordance with this Agreement, such lender or such tax credit investor shall have the right to cause the completion of such assignment without the consent of the Township provided that the Township shall have at least thirty (30) days prior notice of such an assignment and that there shall be no change in the Project as a result of such assignment.

8. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Pilesgrove Project and the Pilesgrove Property shall be taxed as omitted property in accordance with the law.

9. The Sponsor, and its successors and assigns, shall, upon request, permit duly authorized representatives of the Township to inspect and examine (a) the Property, (b) the equipment, buildings and other facilities of the Project, and (c) all documents and papers relating to the Project. Any such inspection or examination shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor, or its successors and assigns.

10. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed follows:

(a) When sent by the Township to the Sponsor, it shall be addressed to Bailey Corner Housing Associates, LLC, c/o Ingerman Affordable Housing, Inc., 725 Cuthbert Boulevard, Cherry Hill, NJ 08002, attention: M. Brad Ingerman, President, or to such other address as the Sponsor may hereafter designate in writing and a copy of such notice or communication by the Township to the Sponsor shall be sent by the Township to the New Jersey

Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Township, it shall be addressed to the Township, 1180 Route 40, Pilesgrove, New Jersey 08098-9523, attention: Municipal Clerk, or to such other address as the Township may designate in writing and a copy of such notice or communication by the Sponsor to the Township shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

11. In the event of a breach of this Agreement by either party or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, Salem County to relief in such fashion as will tend to accomplish the purposes of the HMFA Law.

12. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect thereto.

13. If any clause, sentence, subdivision, paragraph, section or part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, subdivision, paragraph, section or part hereof directly involved in the controversy in which said judgment shall have been rendered.

14. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. This Agreement amends, replaces, and supersedes in its entirety the Original Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WITNESS:

SPONSOR:

BAILEY CORNER HOUSING ASSOCIATES, LLC, a New Jersey limited liability company

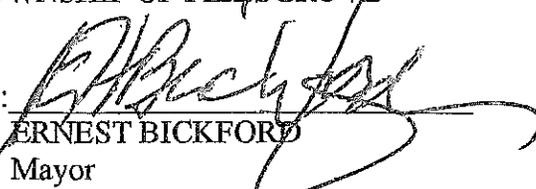
BY: INGERMAN GP/MM, LLC, its sole member

By: 
M. BRAD INGERMAN, President


DAVID HOLDEN

TOWNSHIP:

TOWNSHIP OF PILESGROVE

By: 
ERNEST BICKFORD
Mayor

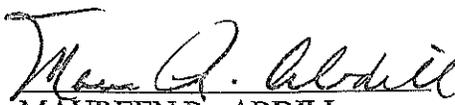

MAUREEN R. ABDILL
Township Clerk

EXHIBIT A

THE PROPERTY

That real property owned by the Township and designated as:

Block 63, Lots 1 in Pilesgrove Township, and Block 40, Lot 50 in Woodstown and as defined in the Bailey Corner Redevelopment Plan as the Affordable Housing Development District (AHDD).

The Redevelopment Plan allows commercial redevelopers to modify the limits of the AHDD by acquiring additional land to adjust the limits shown. Any such reconfiguration of the AHDD shall only be approved by the Township with the prior approval of the Developer.

EXHIBIT B

CALCULATION OF PAYMENT IN LIEU OF TAXES

[SEE ATTACHED]

TOWNSHIP OF PILESGROVE

RESOLUTION 08-104

**AUTHORIZING THE EXECUTION OF
AN AMENDED AND RESTATED AGREEMENT
PROVIDING FOR PAYMENTS IN LIEU OF TAXES**

WHEREAS, the Township of Pilesgrove (the "Township") owns certain real property designated as Block 63, Lots 1 on the official Tax Map of the Township of Pilesgrove, County of Salem, State of New Jersey (collectively, the "Pilesgrove Property") and Block 40, Lot 50 on the official Tax Map of the Borough of Woodstown, County of Salem, State of New Jersey (the "Woodstown Property" and together with the Pilesgrove Property, the "Property"); and

WHEREAS, the Township has designated the Pilesgrove Property as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, the Township and Ingerman Affordable Housing, Inc. ("IAH") entered into that certain Agreement for the Development of Real Property in November, 2006, as amended (as amended, the "Developer's Agreement") whereby IAH was responsible for the development of an affordable rental housing project on the Property (the "Project"), pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.) and the rules promulgated thereunder at N.J.A.C. 5:80-1 et seq. (together, the "HMFA Law") and in accordance with the Developer's Agreement; and

WHEREAS, IAH subsequently assigned its interest in and rights and obligations under the Developer's Agreement to Bailey Corner Housing Associates, LLC (the "Sponsor") pursuant to that Second Amendment to and Assignment of Agreement for the Development of Real Property dated June 2007 among IAH, the Sponsor, and the Township; and

WHEREAS, the Project will be subject to the HMFA Law and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (the "Agency"); and

WHEREAS, the Sponsor has presented to the Township Committee a revenue projection for the Project which sets forth the anticipated revenue to be received by the Sponsor from the operation of the Project as estimated by the Sponsor and the Agency, a copy of which is attached hereto and made a part hereof as Exhibit A.

WHEREAS, the Township Committee of the Township of Pilesgrove (the "Township Committee") previously determined in Resolution No. 07-060 adopted on June 12, 2007 (the "Original Resolution") that the Project meets an existing housing need;

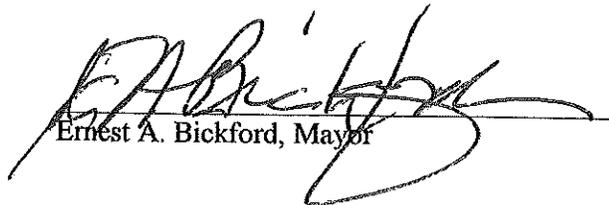
WHEREAS, the Sponsor and the Township executed an Agreement for Payments in Lieu of Taxes in June 2007 (the "Original Agreement") to memorialize the Sponsor's exemption from real property taxes and its obligation to make payments in lieu of such real property taxes; and

WHEREAS, after executing the Original Agreement, the Sponsor requested that, in order to enhance the likelihood of receiving financing for the Project, the Township amend the Original Agreement by reducing the payments in lieu of real property taxes 6.28% to 3.14% of the gross rents collected from the Project; and

WHEREAS, the Township and the Sponsor desire to amend and restate the Original Agreement accordingly.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Township Committee finds and determines that the proposed Project will meet an existing housing need; and
2. The Township Committee does hereby adopt the within Resolution and makes the determinations and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law with the intent and purpose that the Agency shall rely thereon in making a mortgage loan to the Sponsor, which shall construct, own and operate the Project; and
3. The Township Committee does hereby adopt the within Resolution with the further intent and purpose that from the date of execution of the Agency mortgage, the portion of the proposed Project to be located on the Pilesgrove Property, including both the land and improvements thereon, will be exempt from real property taxation as provided in the HMFA Law, provided that payment in lieu of taxes for municipal services supplied to the Project are made to the Township in such amounts and manner set forth in the Amended and Restated Agreement for Payments in Lieu of Taxes attached hereto as Exhibit B; and
4. The Township Committee hereby authorizes and directs the Mayor and Township Clerk to execute, on behalf of the Township, the Amended and Restated Agreement for Payments in Lieu of Taxes between the Township and the Sponsor in substantially the form annexed hereto as Exhibit B; and
5. The Township Committee understands and agrees that the revenue projections set forth in Exhibit A are estimates and that the actual payment in lieu of taxes to be paid by the Sponsor to the Township shall be determined pursuant to the Amended and Restated Agreement for Payments in Lieu of Taxes executed between the Sponsor and the Township.
6. This Resolution amends, replaces and supersedes in its entirety the Original Resolution.



Ernest A. Bickford, Mayor

ATTEST:



Maureen R. Abdill, Clerk

December 29, 2008

CERTIFICATION

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Pilesgrove, at a meeting held on the 29th day of December, 2008.

 Maureen R. Abdill, Township Clerk

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

No. 2342

Issued to: Ciana Chandler

Address: 10 Bailey St., Unit A-102

Pilesgrove, NJ 08098

Block 63 Lot 1

Date 7/17/24

Tammy Tut
Administrative Officer

Paid \$ 50

Check # 7037 Cash _____

Collected by [Signature]

No 1451

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Jacqueline Henry

Address: 10 Bailey Street Apt. B-201
 Pilesgrove, N.J. 08098

Block - 63 Lot - 1

Date - August 31st, 2012

 Hubert P. Layton Jr
Administrative Officer

Paid \$ 50.00

*OK'd to sell
or sell!!!*

Check # 2213 , Cash

Collected by JATD

Nº 1937

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Jaqueline Hoey

Address: 10 Bailey St # B202

Pilesgrove NJ 08098

Block - 63 Lot - 1

Date - 4-10-19


Administrative Officer

Paid \$ 50

Check # 4934 , Cash _____

Collected by JAD

Township of Pilesgrove
Pilesgrove, New Jersey

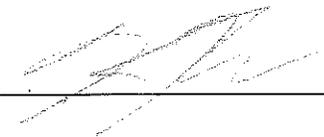
CERTIFICATE OF OCCUPANCY No. 2147

Issued to: Kristina Santiago

Address: 16 Oakley St # B203
Pilesgrove NJ 08098

Block- 63 Lot - 1

Date- 9-29-21



Administrative Officer

Paid \$ 50⁻

Check # 5873 Cash _____

Collected by KJC

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2101

Issued to: Judy Dawson

Address: 10 Barclay St # E204
Pilesgrove NJ 08098

Block- 63 Lot - 1

Date- 4.7.21



Administrative Officer

Paid \$ 50

Check # 5681 Cash

Collected by JAD

Nº 1497

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Michelle Robinson

Address: Cpt # B-205 #10 Bailey's Corner

Bailey Street, Pilesgrove, N.J.
08098

Block - 63 Lot - 1

Date - March, 21st, 2013

Hubert T. Layton Jr.
Administrative Officer

Paid \$ 50,00

Check # 2443, Cash _____

Collected by JAR

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2274

Issued to: Walter Minter

Address: 10 Bailey St, # B-206
Pilesgrove, NJ 08098

Block- 63 Lot - 1

Date- 6/5/2023

Tanya Tuttle
Administrative Officer

Paid \$ 50

Check # 6582 Cash

Collected by JAD

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

No. 2338

Issued to: Giana Chandler

Address: 10 Bailey Street, Unit # B-207
Pilesgrove, NJ 08098

Block 63 Lot 1

Date 6/12/2024

Tanya Turk
Administrative Officer

Paid \$ 50

Check # 7038 Cash _____

Collected by [Signature]

Nº 1945

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Wanda Williams

Address: 10 Bailey St # B208

Pilesgrove NJ 08098

Block - 63 Lot - 1

Date - 4-30-19



Administrative Officer

Paid \$ 50

Check # 5004 , Cash _____

Collected by JAD

Nº 1975

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Tia Williams

Address: 10 Bailey St. # C-301

Pilesgrove NJ 08098

Block - 63 Lot - 1

Date - 8-28-19



Administrative Officer

Paid \$ 50.00

Check # MO17-682219289 , Cash _____

Collected by YAD

Nº 1827

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Malikah Parsons Unit C-302

Address: 10 Bailey St

Pilesgrove NJ

Block - 63 Lot - 1

Date - 1-31-18

[Signature]
Administrative Officer

Paid \$ 50⁻

Check # 4482 , Cash _____

Collected by [Signature]

Nº 1925

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

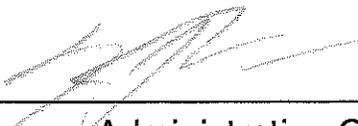
Issued to: Juanita Rivera

Address: 10 BAILEY ST # C303

Pilesgrove NJ 08098

Block - 63 Lot - 1

Date - 2-25-19



Administrative Officer

Paid \$ 50⁻

Check # 4932 , Cash _____

Collected by JAD

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2257

Issued to: Cristina Ridgeway

Address: 10 Bailey Street, Unit # C-304
Pilesgrove, NJ 08098

Block- 63 Lot - 1

Date- 3/1/2023

Tanya Tuttle
Administrative Officer

Paid \$ 50

Check # 6420 Cash _____

Collected by *[Signature]*

Nº 1481

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Vanessa Dawkins

Address: 10 Bailey St, Apt # C-305

Pilesgrove Twp, N.J. 08098

Block - 63 Lot - 1

Date - 12-18-12

Hubert T. Layton
Administrative Officer

Paid \$ \$ 50.00

Check # 2331 , Cash _____

Collected by JAD

OK'd to
rent or
sell!
✓

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2319

Issued to: Sabrina Ruiz

Address: 10 Bailey Street, Unit # C-306
Pilesgrove, NJ 08098

Block 63 Lot 1

Date 2/7/2024

[Signature]
Administrative Officer

Paid \$ 50

Check # 6804 Cash _____

Collected by [Signature]

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2269

Issued to: Aina Radovic

Address: 10 Bailey St. # C-307

Pilesgrove, NJ 08098

Block- 63 Lot - 1

Date- 5/1/2023

Taryn Tab

Administrative Officer

Paid \$ 50

Check # M0 Cash

#28011548136

Collected by JAD

Nº 1614

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Mario Rodriguez

Address: Apt # 308 #10 Bailey Street

 Pilesgrove Twp. N.J. 08098

Block - 63 Lot - 1

Date - Ed. 31st, 2014

 Robert T. Layton Jr.
Administrative Officer

Paid \$ \$ 50.00

Check # 3228 , Cash

Collected by JAD

Nº 1686

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Beatris Rodriguez

Address: # 10 Bailey Street apt. B401

Pilesgrove Twp N.J.
08098

Block - 63 Lot - 1

Date - Dec. 24th, 2015

Hubert T. Layton Jr.
Administrative Officer

Paid \$ \$50.00

Check # 3697 -12/23/16, Cash —

Collected by JAD

Nº 1488

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Willetta Miller

Address: # 10 Bailey Street

Apt. D-402 - Pilesgrove NJ
08098

Block - 63 Lot - 1

Date - 2-13-2013

Hubert T. Layton Jr.
Administrative Officer

Paid \$ \$ 50.00

Check # 2330, Cash _____

Collected by JAD.

Nº 1714

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Bailey Corner Housing Assoc.

Address: 10 Bailey St. # D405

Pilesgrove NJ 08098

Block - 63 Lot - 1

Date - 5-25-16


Administrative Officer

Paid \$ 50

Check # 3888 , Cash _____

Collected by JAD

Nº 1978

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

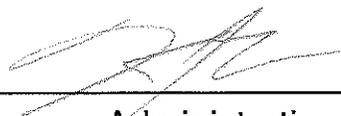
Issued to: JAMAIA WILLIAMS

Address: 10 BAILEY ST # D406

Pilesgrove NJ 08098

Block - 63 Lot - 1

Date - 9-25-19



Administrative Officer

Paid \$ 50

Check # MO17-652219290, Cash _____

Collected by JAD

Nº 1870

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Michele Trimble

Address: 10 Bailey St D-407

Pilesgrove NJ. 08098

Block - 63 Lot - 1

Date - 7-10-18



Administrative Officer

Paid \$ 50

Check # 4557 , Cash _____

Collected by JAD

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

No. 2565

Issued to: Ti' Anna Johnson

Address: 10 Bailey Street, Unit # D-408
Pilesgrove, NJ 08098

Block 63 Lot 1

Date 10/23/2024

[Signature]
Administrative Officer

Paid \$ 50

Check # 7237 Cash _____

Collected by [Signature]

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2279

Issued to: J. Lisa Holley

Address: 10 Bailey St Unit # E-501

Pilesgrove NJ 08098

Block- 62 Lot - 1

Date- 7/3/2023

[Signature]

Administrative Officer

Paid \$ 50

Check # 6583 Cash

Collected by JAD

Nº 1938

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Jill Orlando

Address: 10 Bailey St # E 502

Pilesgrove NJ 08098

Block - 63 Lot - 1

Date - 4-17-19

[Signature]
Administrative Officer

Paid \$ 50.00

Check # 4935 , Cash _____

Collected by [Signature]

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2320

Issued to: Shakira Harms

Address: 10 Bailey St, Unit #E-503

Pilesgrove, NJ 08098

Block 03 Lot 1

Date 2/14/2003

[Signature]
Administrative Officer

Paid \$ Name Change

Check # ⁵⁰ 6588 Cash _____

Collected by JAD

Nº 1810

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: NANCY HART

Address: BAILEY CORNER
10 BAILEY STREET E505

PILESGROVE, NJ 08098

Block - 63 Lot - 1

Date - 10/18/17


Administrative Officer

Paid \$ 50.00

Check # 429 , Cash _____

Collected by JHD

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2090

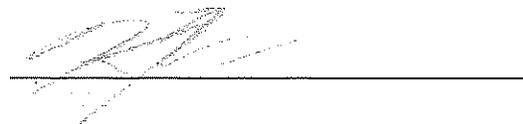
Issued to: Dominique Jenkins

Address: 10 Bailey St # E506

Pilesgrove NJ 08098

Block- 63 Lot - 1

Date- 2-16-21



Administrative Officer

Paid \$ 50.00

Check # 5269 Cash _____

Collected by [Signature]

Nº 1782

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

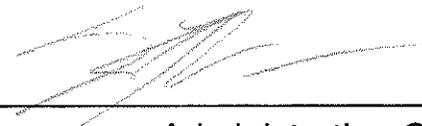
Issued to: Daniel Cascardi

Address: 10 Bailey Street E-507

Pilesgrove, NJ 08095

Block - 63 Lot - 1

Date - 6/26/17


Administrative Officer

Paid \$ 50.00

Check # 4227 , Cash _____

Collected by JAD

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2239

Issued to: Clara Cooke

Address: 10 Bailey Street, Unit # E-508

Pilesgrove, NJ 08098

Block- 63 Lot - 1

Date- 1/4/2023

Carlynn White

Administrative Officer

Paid \$ 50

Check # MO Cash

28011532915

Collected by *++*

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

No. 2321

Issued to: Andrea Bourque

Address: 10 Barky St, Unit E-509

Pilesgrove, NJ 08098

Block 63^{TT} Lot 1

Date 2/23/2024

Tanya Tur
Administrative Officer

Paid \$ 50

Check # 6904 Cash _____

Collected by *[Signature]*

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

No. 2566

Issued to: Maribel Davis

Address: 10 Bailey St, Unit # E-510

Pilesgrove, NJ 08098

Block 63 Lot 1

Date 10/23/2024

Maribel Davis
Administrative Officer

Paid \$ 50

Check # 7230 Cash _____

Collected by *JD*

Nº 1913

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Roshan Fisher

Address: 10 Bailey St F601

Pilesgrove NJ 08098

Block - 63 Lot - 1

Date - 1-30-19


Administrative Officer

Paid \$ 50

Check # 4801 , Cash _____

Collected by JAD

Nº 1736

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Tatiana Shestakova

Address: 10 Bessie's Court Apt. F602

Pilesgrove Twp. N.J. 08079

Block - 63 Lot - 1

Date - Oct 4th, 2016

Hubert T. Lantieri
Administrative Officer

Paid \$ 50.00

Check # 3883 , Cash —

Collected by JAD

Nº 1922

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

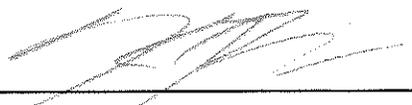
Issued to: Bonita Washington

Address: 10 Bailey St #F603

Pilesgrove NJ 08098

Block - 63 Lot - 1

Date - 2-13-19



Administrative Officer

Paid \$ 50

Check # 4806 , Cash _____

Collected by JAD

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2174

Issued to: Linda Brill

Address: 63 Bailey St Unit F-604
Pilesgrove, NJ 08098

Block- 63 Lot - 1

Date- 2/2/2022

[Signature]
Administrative Officer

Paid \$ 50

Check # 5943 Cash _____

Collected by JAD

No 1473

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Rowina Wilson

Address: 10 Bailey St. Pilesgrove, N.J.

08098 - Apt. F-605

Block - 63 Lot - 1

Date - Nov. 16th, 2012

Hubert T. Layton Jr.
Administrative Officer

Paid \$ \$50.00

Check # #2265, Cash

Collected by H.T.L.J.

O.K.'d
to Rent or
Sell!

[Handwritten signature]

Nº 1708

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Bailey Corner Housing Assoc.

Address: 10 Bailey Street # F606

Pilesgrove, NJ 08098

Block - 63 Lot - 1

Date - 5-3-16


Administrative Officer

Paid \$ 50

FRAMED
5/4/16

Check # 3694 , Cash _____

Collected by JAD

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

No. 2337

Issued to: Kathleen Gleason

Address: 10 Bailey St, Unit # F-607
Pilesgrove, NJ 08098

Block 63 Lot 1

Date 5/29/2024

[Signature]
Administrative Officer

Paid \$ 50

Check # 6903 Cash _____

Collected by *[Signature]*

Nº 1808

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Ebony Hill

Address: 10 Bailey St # G701

Pilesgrove NJ. 08098

Block - 63 Lot - 1

Date - 10-2-17



Administrative Officer

Paid \$ 50⁰⁰

Check # 4228 , Cash _____

Collected by JAD

Nº 1986

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Lourdes Quinones Rodriguez

Address: 10 Bailey ST G702

Pilesgrove NJ. 08098

Block - 63 Lot - 1

Date - 10-30-19


Administrative Officer

Paid \$ 50

Check # ^{M0-19-} 034931311 , Cash _____

Collected by JAD

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

No. 2323

Issued to: Shayne Lamb

-None-

Address: 10 Bailey Street, Unit B-703

Pilesgrove, NJ 08098

Block 63 Lot 1

Date 2/28/2024

[Signature]

Administrative Officer

Paid \$ 50

Check # 6902 Cash _____

Collected by [Signature]

Nº 1397

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Mohamed F. Elsayed & Heba Gendy

Address: 10 Bailey St. Apt. G-704

Pilesgrove, N.J. 08098

Block - 63 Lot - 1

Date - Jan. 6th, 2012

Hubert T. Rayton Jr.
Administrative Officer

Paid \$ \$50.00

Check # 2159, Cash _____

Collected by JAW

Nº 1819

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: RAIZA RIOS-RUIZ

Address: 10 Bailey St. G-705

Pilesgrove NJ. 08098

Block - 63 Lot - 1

Date - 12-5-17



Administrative Officer

Paid \$ 50

Check # 4230 , Cash _____

Collected by JAD

Nº 1921

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Crystal Reese

Address: 10 Bailey St. # G 706

Pilesgrove NJ. 08098

Block - 63 Lot - 1

Date - 2-12-19



Administrative Officer

Paid \$ 50⁻

Check # 4798 , Cash _____

Collected by JAD

Nº 1915

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

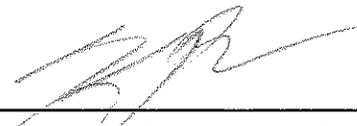
Issued to: Doreen Casper

Address: 10 Bailey Street #G707

Pilesgrove NJ. 08098

Block - 63 Lot - 1

Date - 1-2-19



Administrative Officer

Paid \$ 50-

Check # 4799 , Cash _____

Collected by JAD

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2104

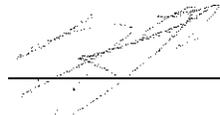
Issued to: Sheens Yates

Address: 10 Bailey St # G708

Pilesgrove NJ 08098

Block- 63 Lot - 1

Date- 4-21-21



Administrative Officer

Paid \$ 50.00

Check # 5679 Cash _____

Collected by JH

Nº 1697

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Bailey Corner / Christine Ramos

Address: 10 Bailey Street, Pilesgrove
4801

Block - 103 Lot - 1

Date - 3/21/16

John Hyl
Administrative Officer

Paid \$ 50.⁰⁰

Check # 3696, Cash _____

Collected by JAD

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2290

Issued to: Ethel Cooke

Address: 10 Bailey St, Unit # H-803

Pilesgrove, NJ 08098

Block- 63 Lot - 1

Date- 9/20/2023

Taryn J. Tuttle

Administrative Officer

Paid \$ 50

Check # 6584 Cash

Collected by JAD

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

No. 2339

Issued to: Nya Ford-Dale

Address: 10 Bailey Street, Unit # H-864
Pilesgrove, NJ 08098

Block 63 Lot 1

Date 6/12/2024

Tanya Tub
Administrative Officer

Paid \$ 50

Check # 7039 Cash _____

Collected by mt

Nº 1961

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

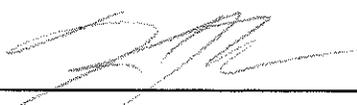
Issued to: William Fell

Address: 10 Bailey St # H805

Pilesgrove NJ 08098

Block - 63 Lot - 1

Date - 7-3-19



Administrative Officer

Paid \$ 50⁻

Check # 4933 , Cash _____

Collected by JAD

Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2064

Issued to: Draimitria Alvarado

Address: 10 BAILEY ST # H806

Pilesgrove NJ 08098

Block- 63 Lot - 1

Date- 10-30-20



Administrative Officer

Paid \$ 50.00

Check # 5235 Cash _____

Collected by JAD

*11/2/20
mailed
clerk
office*

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2180

Issued to: John James

Address: 10 Bailey Corner, Unit # H-807
Pilesgrove, NJ 08098

Block- 63 Lot - 1

Date- 3/2/2022

Tanya Tubo

Administrative Officer

Paid \$ 50

Check # 6072 Cash

Collected by HT

Nº 1597

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Maria Villada

Address: #10 Bailey Street Apt. # H-808

Pilesgrove Twp. N.J. 08098

Block - 63 Lot - 1

Date - August 21st, 2014

Hubert T. Layton Jr.
Administrative Officer

Paid \$ \$50.00

Check # 3226 , Cash

Collected by JAD

Nº 1876

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Jasmine Johnson

Address: 10 Bailey St # I 902

Pilesgrove NJ. 08098

Block - 63 Lot - 1

Date - 8-1-18



Administrative Officer

Paid \$ 50-

Check # 4662 , Cash _____

Collected by Jad

Nº 1531

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Basbell Shockley

Address: # Bailey St. Apt. I-904

Pilesgrove Twp. N.J. 08098

Block - 63 Lot - 1

Date - Oct. 22, 2013

Hubert R. Layton Jr.
Administrative Officer

Paid \$ \$ 50.00

Check # 2888 , Cash _____

Collected by JAD

Nº 1765

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Barley Corner House, Assoc.

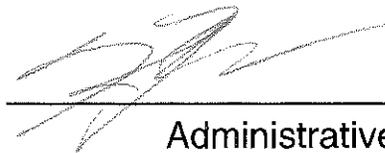
Address: 10 Barley St. Unit I-905

Pilesgrove NJ 08098

Block - 63 Lot - 1

Date - 3-28-17

Tenant:
Manuela Andujar


Administrative Officer

Paid \$ 50⁰⁰

Check # Money Order , Cash _____

Collected by JAD

Nº 1967

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Rhea Sorrell

Address: 10 Bailey St. # I 906

Pilesgrove NJ. 08098

Block - 63 Lot - 1

Date - 7-23-19



Administrative Officer

Paid \$ 50.⁰⁰

Check # N/A , Cash _____

Collected by JAD

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2097

Issued to: ^{NEVER MAILED IN} ~~XXXXXXXXXXXX~~ Jaleesa Brooks

Address: 10 Bailey ST # I 907
Pilesgrove NJ 08098

Block- 63 Lot - 1

Date- 3-10-21



Administrative Officer

Paid \$ 50

Check # 5682 Cash _____

Collected by JAD

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

No. 2317

Issued to: Rosa Meadez

Address: 10 Bailey St, Unit 1-908

Pilesgrove, NJ 08098

Block 63 Lot 1

Date 1/31/2024

[Signature]
Administrative Officer

Paid \$ 50

Check # 10805 Cash _____

Collected by [Signature]

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

No. 2301

Issued to: James Newkirk

Address: 10 Bailey St, Unit # J-1007

Pilesgrove, NJ 08098

Block 63 Lot 1

Date 11/1/2023

[Signature]

Administrative Officer

Paid \$ 50

Check # 6585 Cash _____

Collected by JAD

Nº 1713

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Bailey Corner Housing Assoc.

Address: 10 Bailey Street # J1002

Pilesgrove NJ 08098

Block - 63 Lot - 1

Date - 5-25-16


Administrative Officer

Paid \$ 50 -

Check # 3885 , Cash _____

Collected by JAD

Nº 1709

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Bailey Career Housing Assoc.

Address: 10 Bailey St. # J-1003

Pilesgrove NJ. 08098

Block - 63 Lot - 1

Date - 5-3-16

[Signature]
Administrative Officer

Paid \$ 50

Check # MD , Cash _____

Collected by JAD

*PAID
5/4/16*

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY No. 2251

Issued to: Sierra Stubbs

Address: 10 Bailey St, Unit # J-1004
Pilesgrove, NJ 08098

Block- 63 Lot - 1

Date- 2/8/2023

Taryn J. Titus
Administrative Officer

Paid \$ 50

Check # 6419 Cash

Collected by JAD

Nº 1981

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: John James

Address: 10 Bailey St # J1005

Pilesgrove NJ. 08098

Block - 63 Lot - 1

Date - 10-3-19

[Signature]
Administrative Officer

Paid \$ 50

Check # ^{MO} 19-025402474, Cash _____

Collected by JAD

Nº 1828

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Linda Williams Unit J1006

Address: 10 Bailey St

Pilesgrove NJ

Block - 63 Lot - 1

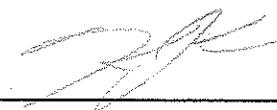
Date - 1-31-18



Administrative Officer

Paid \$ 50

Check # 4484, Cash _____

Collected by  _____

Nº 1613

Township of Pilesgrove
Pilesgrove, New Jersey

CERTIFICATE OF OCCUPANCY

Issued to: Jose L. Redroza

Address: Apt # 5-1008 # 10 Bailey Street

Pilesgrove Twp. N.J. 08098

Block - 63 Lot - 1

Date - Oct. 31st, 2014

Herbert T. Gantony
Administrative Officer

Paid \$ 250.00

Check # 3224 , Cash _____

Collected by JAB

EXHIBIT B

INSTR # 2019000519
 BK 4513 PG 643
 Pgs 643 - 649; (7 pgs)
 RECORDED 01/25/2019 10:51:57 AM
 GILDA T. GILL, COUNTY CLERK
 SALEM COUNTY, NEW JERSEY
 RECORDING FEES: \$100.00
 RTF TOTAL TAX \$5,004.80
 CONSIDERATION \$583,000.00
 RECORDED BY Kathleen



**SALEM COUNTY CLERK'S
 DOCUMENT SUMMARY SHEET**

All information is to be typed or legibly Printed

Salem County Clerk's Office Gilda T. Gill, Clerk 110 Fifth Street, Suite 200 856-935-7510 www.salemcountyclerk.org	Return Name and Address: OS National LLC 3097 Satellite Blvd, Suite 400 Duluth, GA 30096
--	---

FOR OFFICAL USE

Submitting Company	OS National LLC
Document Date (mm/dd/yyyy)	12/07/2018
Document Type	Special Warranty Deed
No. of pages of the original Signed Document (include the Document Summary Sheet)	7 ✓
Consideration Amount (if applicable)	\$ 583,000.00

First Party (Grantor or Mortgagor or Assignor or Defendants) (Enter up to five names)	Name (s) (Last Name First Name M.I. Suffix) (Company Name as written)	Address (Required for Deeds)
	ADVO PROPCO LLC	2520 Wrangle Hill Road, Suite 200 Bear, DE 19701

Second Party (Grantee or Mortgagee or Assignee or Plaintiff) (Enter up to five names)	Name (s) (Last Name First Name M.I. Suffix) (Company Name as written)	Address (Required for Deeds)
	SBF-1 PROPERTIES LLC	4145 Powell Road Powell, OH 43065

Deed Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Property Address
		PILESGROVE	7	8
	PILESGROVE	8	6	1356 Kings Highway

Reference Information (Enter up to three entries) (If applicable)	Book Type	Original Book No.	Original Beginning Page	Instrument No.	Recorded/File Date

*****DO NOT DISCARD THIS PAGE*****

**THIS COVER SHEET (DOCUMENT SUMMARY) IS A PERMANENT PART
 OF THE SALEM COUNTY, NJ RECORDING DOCUMENT**

*** Disclaimer: This Sheet was Prepared by the Submitter***

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made on this 7 day of December, 2018

BETWEEN, ADVO PROPCO, LLC, a Delaware limited liability company, f/k/a GI ADVO PROPCO, LLC, a Delaware limited liability company (referred to herein as "Grantor"), whose address is 2520 Wrangle Hill Road, Suite 200, Bear, DE 19701,

AND, SBF-1 PROPERTIES LLC, a Delaware limited liability company (referred to herein as "Grantee"), whose address is 4145 Powell Road, Powell, OH 43065. The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) all of Grantor's interest in and to the property described below to Grantee. The transfer is made for and in consideration of the total sum of FIVE HUNDRED AND EIGHTY-THREE THOUSAND AND 00/100 DOLLARS (\$583,000.00), cash in hand paid, the receipt of which Grantor hereby acknowledges.

Tax Map Reference. (N.J.S.A 46:26A-3). SEE EXHIBIT A ATTACHED

 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 municipalities shown on Exhibit A attached in the County of Salem, State of New Jersey. The legal description is:

SEE EXHIBIT A ATTACHED HERETO.

<p>PREPARED BY: KWAKU D. OFORI, ESQ. 213 BRENTSHIRE DRIVE BRANDON, FL 33511</p>	<p>WHEN RECORDED, RETURN TO: DANISH AMIN OS NATIONAL, LLC 2170 SATELLITE BOULEVARD, SUITE 200 DULUTH, GA 30097</p>
<p>OS National 3097 Satellite Boulevard Bldg 700, Suite 400 Duluth, GA 30096</p>	

Subject to easements, reservations, restrictions, covenants, conditions and all other matters of record, if any.

Promises by Grantor. The Grantor promises are listed below. Each promise is expressed in the language of a New Jersey law (with a reference to the law) and is followed by an explanation in plain language. The Grantor promises that:

a. the Grantor is lawfully seized of the said land (N.J.S.A. 46:4-3) – the Grantor is the legal owner of the property;

b. the Grantor has the right to convey the said land to the Grantee (N.J.S.A. 46:4-4) – the Grantor has the right to convey (sell) this property;

c. the Grantee shall have quiet possession of the land free from all encumbrances (N.J.S.A. 46:4-5) – the Grantee will not be disturbed by others with claims against this property and the property is free of all encumbrances;

d. the Grantor will execute such further assurances of the said lands as may be requisite (N.J.S.A. 46:4-10) – the Grantor will comply with the Grantee’s reasonable requests to correct any title defect; and

e. the Grantor will warrant specially the property hereby conveyed (N.J.S.A. 46:4-8) – the Grantor guarantees the Grantee’s ownership of the property against any defects that may be the result of the actions of Grantor.

Who is Bound. The promises made in this deed are legally binding upon the Grantor and all who lawfully succeed to the Grantor’s rights and responsibilities. These promises can be enforced by the Grantee and all future owners of the property.

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

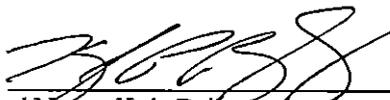
[SIGNATURE PAGE FOLLOWS]

ADVO PROPCO, LLC, a
Delaware limited liability company,
f/k/a, GI ADVO PROPCO, LLC, a
Delaware limited liability company

Sealed and delivered in the presence of:



Witness signature
Thomas Japa
Printed name of witness

By: 

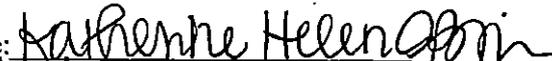
Printed Name: Kyle Bailey
Title: Chief Financial Officer

STATE OF Delaware, COUNTY OF New castle, SS.:

I CERTIFY that on December 7, 2018, Kyle Bailey, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as Chief Financial Officer of the entity named in this Deed; and
- (c) advised me that this deed was made for the full and actual consideration stated above in the deed (such consideration is defined in N.J.S.A. 46:15-5).

Signed and sworn to before me on
this 7 day of December, 2018.

Notary Signature: 
Printed name: Katherine Helen O'Brien
My commission expires: 7/31/2020

[Affix Notary Seal]



EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWNSHIP OF PILESGROVE COUNTY OF SALEM, STATE OF NEW JERSEY, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF KINGS HIGHWAY (66 FEET WIDE) SAID POINT BEING IN THE EXTENDED DIVISION LINE OF LOT 1.01 AND LOT 8, BLOCK 7 OF THE PILESGROVE TOWNSHIP TAX ASSESSMENT MAP; THENCE

(1) SOUTH 32 DEGREES 00 MINUTES 40 SECONDS WEST, ALONG THE CENTERLINE OF KINGS HIGHWAY, A DISTANCE OF 233.76 FEET TO A POINT IN THE EXTENDED DIVISION LINE OF LOT 8 AND LOT 1, BLOCK 7 SAID TAX MAP; THENCE

(2) NORTH 51 DEGREES 39 MINUTES 20 SECONDS WEST, ALONG SAID DIVISION LINE, A DISTANCE OF 526.88 FEET TO A POINT CORNER TO LOT 1, BLOCK 7 SAID TAX MAP; THENCE

(3) NORTH 31 DEGREES 47 MINUTES 00 SECONDS EAST, ALONG SAID LOT 1, BLOCK 7, A DISTANCE OF 203.59 FEET TO A POINT CORNER TO LOT 1.01, BLOCK 7 SAID TAX MAP; THENCE

(4) SOUTH 54 DEGREES 56 MINUTES 20 SECONDS EAST, ALONG SAID LOT 1.01, BLOCK 7, A DISTANCE OF 525.22 FEET TO THE POINT OF BEGINNING.

THIS DESCRIPTION IS DRAWN IN ACCORDANCE WITH A SURVEY MADE BY DATZ ENGINEERING AND LAND SURVEYING, DATED OCTOBER 13, 2013.

BLOCK 7 LOT 1.01:

BEGINNING AT A POINT IN THE CENTERLINE OF KINGS HIGHWAY (66 FEET WIDE) SAID POINT BEING IN THE DIVISION LINE OF LOT 4 AND LOT 1.01, BLOCK 7 OF THE PILESGROVE TOWNSHIP TAX ASSESSMENT MAP; THENCE

(1) SOUTH 32 DEGREES 00 MINUTES 40 SECONDS WEST, ALONG THE CENTERLINE OF KINGS HIGHWAY, A DISTANCE OF 233.76 FEET TO A POINT IN THE EXTENDED DIVISION LINE OF LOT 8 AND LOT 1.01 BLOCK 7 SAID TAX MAP; THENCE

(2) NORTH 54 DEGREES 56 MINUTES 20 SECONDS WEST ALONG SAID DIVISION LINE A DISTANCE OF 525.22 FEET TO A POINT IN THE LINE OF LOT 1, BLOCK 7 SAID TAX MAP; THENCE

(3) NORTH 37 DEGREES 47 MINUTES 00 SECONDS EAST, ALONG SAID LOT 1 BLOCK 7 A DISTANCE OF 203.73 FEET TO A POINT CORNER TO LOT 3, LOT 4 AND LOT 1.01, BLOCK 7 SAID TAX MAP; THENCE

(4) SOUTH 58 DEGREES 13 MINUTES 00 SECONDS EAST, ALONG SAID LOT 4, BLOCK 7, A DISTANCE OF 525.59 FEET TO THE POINT OF BEGINNING.

Block and Lot: Block 7 Lot 8

Commonly known as 1335 Kings Highway, Pilesgrove, NJ 8098

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWNSHIP OF PILESGROVE COUNTY OF SALEM, STATE OF NEW JERSEY, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND IN THE SOUTHEAST LINE OF KINGS HIGHWAY (WIDTH VARIES), SAID CONCRETE MONUMENT BEING NORTH 18 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 252.10 FEET FROM THE INTERSECTION OF THE SAME WITH THE NORTHEAST LINE OF AUBURN ROAD (66.00 FEET WIDE), AND EXTENDING; THENCE

EXHIBIT A continued

(1) NORTH 18 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG THE SAID LINE OF KINGS HIGHWAY, A DISTANCE OF 220.00 FEET TO AN IRON BAR FOUND IN THE DIVISION LINE BETWEEN LOTS 6 AND 6.03; THENCE

(2) SOUTH 71 DEGREES 50 MINUTES 00 SECONDS EAST, ALONG THE SAME, A DISTANCE OF 574.29 FEET TO AN IRON BAR FOUND IN THE DIVISION LINE BETWEEN LOTS 6 AND 6.06; THENCE

(3) SOUTH 39 DEGREES 55 MINUTES 04 SECONDS WEST, ALONG THE SAME, A DISTANCE OF 283.07 FEET TO AN IRON BAR FOUND IN THE DIVISION LINE BETWEEN LOTS 6 AND 6.01; THENCE

(4) NORTH 50 DEGREES 04 MINUTES 56 SECONDS WEST, ALONG THE SAME, AND ALONG THE DIVISION LINE BETWEEN LOT 6 AND 6.02, A DISTANCE OF 115.80 FEET, TO A CONCRETE MONUMENT FOUND; THENCE

(5) NORTH 71 DEGREES 50 MINUTES 00 SECONDS WEST, ALONG THE DIVISION LINE BETWEEN LOTS 6 AND 6.02, A DISTANCE OF 361.84 FEET TO THE PLACE OF BEGINNING.

Block and Lot: Block 8 Lot 6

Commonly known as 1356 Kings Highway, Pilesgrove, NJ 8098



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

ADVO PROPCO, LLC f/k/a GI ADVO PROPCO, LLC, a Delaware limited liability company

Current Street Address

2520 WRANGLE HILL ROAD, SUITE 200

City, Town, Post Office Box

BEAR

State

DE

Zip Code

19701

PROPERTY INFORMATION

Block(s)

7 and 8

Lot(s)

8 and 6

Qualifier

Street Address

1335 KINGS HIGHWAY and 1356 KINGS HIGHWAY

City, Town, Post Office Box

PILES GROVE, SALEM

State

NJ

Zip Code

8098

Seller's Percentage of Ownership

100%

Total Consideration

\$583,000.00

Owner's Share of Consideration

0

Closing Date

6/7/18

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.

ADVO PROPCO, LLC f/k/a GI ADVO PROPCO, LLC

By: Bellwether Behavioral OPCO, LLC

Signature Kyle Bailey, Chief Financial Officer

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

7 December 2018

Date

Date

Signature

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

RECORDING INFORMATION SHEET

**SALEM COUNTY CLERK'S OFFICE
110 FIFTH STREET, SUITE 200
SALEM NJ 08079**

INSTRUMENT NUMBER:

127951

DOCUMENT TYPE :

DEED

Official Use Only

Return Address (for recorded documents)

FOUNDATION TITLE
57 EUCLID ST
WOODBURY NJ 08096

GILDA T. GILL, COUNTY CLERK
SALEM COUNTY, NJ

INSTRUMENT NUMBER
127951
RECORDED ON
April 26, 2018 01:12 pm
BOOK:4411 PAGE:523

KSS

No. Of Pages (excluding Summary Sheet)

7

Recording Fee (excluding Transfer Tax)

\$100.00

Realty Transfer Tax

\$2,046.50

Amount Charged (Check # 34/08/56)

\$2,146.50

Parcel Information

Block -

Lot -

First Party Name

RONNIE C JR DAVIS

Second Party Name

SCIOTO PROPERTIES SP-16 LLC

Additional Information (Official Use Only)

CONSIDERATION (R) \$342,500.00

MAIL COPY _____

NO COPY _____

ENVELOPE ✓

ADDITIONAL STAMPINGS _____

*******DO NOT REMOVE THIS PAGE*******
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF SALEM COUNTY FILING RECORD
 *******RETAIN THIS PAGE FOR FUTURE REFERENCE.*******

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**SALEM COUNTY CLERK'S
DOCUMENT SUMMARY SHEET**

All information is to be typed or legibly Printed

Salem County Clerk's Office Gilda T. Gill, Clerk 110 Fifth Street, Suite 200 856-935-7510 www.salemcountyclerk.org	Return Name and Address Foundation Title, LLC - Woodbury 57 Euclid Street Woodbury, NJ 08096
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FOR OFFICIAL USE

913-36313

Submitting Company	Foundation Title, LLC - Woodbury
Document Date (mm/dd/yyyy)	4/11/2018
Document Type	DEED
No. of Pages of the Original Signed Document <i>(including the cover sheet)</i>	7 ✓
Consideration Amount <i>(If applicable)</i>	\$342,500.00

First Party <i>(Grantor or Mortgagor or Assignor or Defendants) (Enter up to five names)</i>	Name(s)	(Last Name First Name M.I. Suffix) <i>(Company Name as written)</i>	Address <i>(Required for Deeds)</i>
	Ronnie C. Davis, Jr. Debra Davis, Individually and as Executrix of the Estate of Elizabeth Bucciarrelli, deceased		21 Two Penny Run E Pilesgrove, NJ 08098-2643

Second Party <i>(Grantor or Mortgagor or Assignee or Plaintiff) (Enter up to five names)</i>	Name(s)	(Last Name First Name M.I. Suffix) <i>(Company Name as written)</i>	Address <i>(Required for Deeds)</i>
	Scioto Properties SP-16 LLC, an Ohio limited liability company		4145 Powell Road, Powell Ohio 43065

Deed Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Property Address
	Pilesgrove Township	21.02	11	21 Two Penny Run E

Reference Information <i>(Enter up to three entries) (If applicable)</i>	Book Type	Original Book No.	Original Beginning Page	Instrument No.	Recorded/File Date

*****DO NOT REMOVE THIS PAGE*****

**THIS COVER SHEET [DOCUMENT SUMMARY] IS A PERMANENT PART
OF THE SALEM COUNTY, NJ RECORDING DOCUMENT**

*****Disclaimer: This Sheet was Prepared by the Submitter*****

100

Prepared by William G. Sokol, Esq.

DEED

RECORD & RETURN TO:
FOUNDATION TITLE LLC
57 EUCLID STREET
WOODBURY, NJ 08096
(856) 853-0083

This Deed is made:

4/11/18

BETWEEN Ronnie C. Davis, Jr. and Debra Davis, Individually and as Executrix of the Estate of Elizabeth Bucciarelli, deceased, whose address is 21 Two Penny Run E., Pilesgrove, NJ 08098, GRANTOR

AND Scioto Properties SP – 16 LLC, an Ohio Limited Liability Company, whose address is 4145 Powell Road, Powell, Ohio 43065, GRANTEE

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

Transfer and Ownership: The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of THREE HUNDRED AND FORTY-TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$342,500.00). The Grantor acknowledges receipt of this money.

Tax Map Reference: (N.J.S.A. 46:15-2.1) Township of Pilesgrove, County of Salem, Block 21.02, Lot 11.

Property: 21 Two Penny Run E., Pilesgrove, NJ 08098 The property consists of the land and all the buildings and structures on the land in Township of Pilesgrove, County of Salem and State of New Jersey. The legal description is attached hereto as Schedule A.

Being: The same land and premises vested in Ronnie C. Davis, Jr. and Debra Davis, Individually and as Executrix of the Estate of Elizabeth Bucciarelli, deceased, by the following:

Ronnie C. Davis, Jr., and Debra Davis and Joseph H. Bucciarelli and Elizabeth Bucciarelli, by deed from Ann Colsch, Administrator of the Estate of Patrick J. Colsch, deceased, dated June 28, 2005, recorded August 22, 2005 in the Salem County Clerk’s/Register’s Office in Deed Book 1209, Page314.

Joseph H. Bucciarelli died on _____ whereupon title to his interest became vested in Elizabeth Bucciarelli by right of survivorship.

Elizabeth Bucciarelli died on August 15, 2012 leaving a will dated May 27, 2007 duly probated in the Salem County Surrogates Court Docket #SLM-202-0365 wherein the beneficiaries are Debra Davis and Ronnie C. Davis, Jr.

Promises: The Grantor promises and warrants that Grantor, by acts of the Grantor, has not encumbered the property. This promise means that the Grantor has not allowed anyone else to obtain any legal right which would affect the property being transferred (such as a mortgage or entering a judgment against the Grantor).

FIDELITY NATIONAL TITLE INSURANCE COMPANY

File Number: 213-36313

SCHEDULE C LEGAL DESCRIPTION

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

AMENDED

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF TWO PENNY RUN EAST, 50' WIDE, A DISTANCE OF 213.74 FEET SOUTHWESTWARDLY FROM A POINT OF CURVE IN SAME, SAID BEGINNING POINT BEING IN THE DIVISION LINE BETWEEN LOT 11 AND LOT 12, BLOCK 21.02 ON THE OFFICIAL TAX MAP, BOUNDED AND DESCRIBED AS FOLLOWS:

THENCE (1) SOUTH 74 DEGREES 00 MINUTES 39 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF TWO PENNY RUN EAST, A DISTANCE OF 150.00 FEET TO A POINT AND CORNER/CONCRETE MARKER;

THENCE (2) NORTH 15 DEGREES 59 MINUTES 21 SECONDS WEST ALONG THE DIVISION LINE BETWEEN LOT 10 AND LOT 11, SAID BLOCK, A DISTANCE OF 313.95 FEET TO A POINT AND CORNER/REBAR;

THENCE (3) NORTH 65 DEGREES 09 MINUTES 46 SECONDS EAST ALONG THE DIVISION LINE BETWEEN LOT 9 AND LOT 11, SAID BLOCK, A DISTANCE OF 46.83 FEET TO AN ANGLE POINT/REBAR;

THENCE (4) NORTH 74 DEGREES 56 MINUTES 54 SECONDS EAST ALONG THE DIVISION LINE BETWEEN LOT 8 AND LOT 11, SAID BLOCK, A DISTANCE OF 103.74 FEET TO A POINT AND CORNER/REBAR;

THENCE (5) SOUTH 15 DEGREES 59 MINUTES 21 SECONDS EAST ALONG THE DIVISION LINE BETWEEN LOT 11 AND LOT 12, SAID BLOCK, A DISTANCE OF 319.46 FEET TO THE POINT AND PLACE OF BEGINNING.

A/K/A LOT 11, BLOCK 21.02, AS SHOWN ON FINAL PLAN OF LOTS, AUBURN FARMS, SECTION THREE, DATED 11/30/1992, MADE BY HERBERT J. NELIO, L.S., FILED ON 12/15/1993 AS MAP NO. 623.

The above description is in accordance with a Survey made by Albert N. Floyd and Son Surveying, dated April 2, 2018.

NOTE FOR INFORMATION ONLY:

BEING Lot: 11, Block: 21.02; on the tax map of the Township of Pilesgrove, County of Salem, State of New Jersey. (Lot and Block shown for information only.)

MAILING ADDRESS (FOR INFORMATION ONLY): 21 Two Penny Run E, Pilesgrove, NJ 08098-2643

New Jersey Land Title
Insurance Rating Bureau



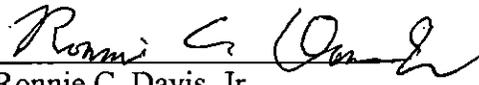
NJRB 3-07
Effective 2/15/2007

File No. 213-36313

Something to build on.

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

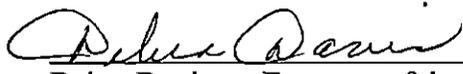

 Witness Signature
 Printed Name:


 Ronnie C. Davis, Jr.


 Witness Signature
 Printed Name:


 Debra Davis, Individually


 Witness Signature
 Printed Name *Sharon Kessler*

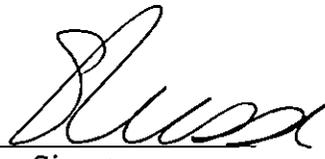

 Debra Davis, as Executor of the
 Estate of Elizabeth Bucciarelli

State of NJ , County of *Sussex* SS:

I Certify that on 4/11 2018, Ronnie C. Davis, Jr. and Debra Davis, Individually and as Executrix of the Estate of Elizabeth Bucciarelli, deceased, personally came before me and acknowledged under oath, to my satisfaction, that this 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 \$342,500.00 as 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).

 Notary Stamp/Seal

SHARON L. KESSLER
 Notary Public of New Jersey
 My Commission Expires September 18, 2018


 Notary Signature

DEED	DATE:
Ronnie C. Davis, Jr. and Debra Davis, Individually and as Executrix of the Estate of Elizabeth Bucciarelli, deceased to Scioto Properties SP – 16 LLC, an Ohio Limited Liability Company, Grantee	Record and Return to: RECORD & RETURN TO: FOUNDATION TITLE LLC 57 EUCLID STREET WOODSBURY, NJ 08096 (856) 853-0083



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)
 Ronnie C. Davis, Jr.
 Current Street Address
 21 Two Penny W. Run
 City, Town, Post Office Box
 Pilesgrove State NJ Zip Code 08098

PROPERTY INFORMATION

Block(s)	Lot(s)	Qualifier
21.02	11	
Street Address 21 Two Penny W Run		
City, Town, Post Office Box Pilesgrove		Zip Code 08098
Seller's Percentage of Ownership 50%	Total Consideration \$342,500.00	Owner's Share of Consideration \$171,250.00
		Closing Date 4/11/18

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.

4/11/18

 Date

Ronnie C. Davis, Jr.

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

 Date

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



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)
 Debra Davis, *Individually*

Current Resident Address:
 Street: *21 Two Penny Run E.*

City, Town, Post Office State Zip Code
Pilesgrove NJ 08098

PROPERTY INFORMATION

Block(s)	Lot(s)	Qualifier
21.02	11	

Street Address:
21 Two Penny W Run

City, Town, Post Office State Zip Code
Pilesgrove NJ 08098-2643

Seller's Percentage of Ownership	Consideration	Owner's Share of Consideration	Closing Date
<i>25%</i>	<i>\$342,500.00</i>	<i>\$ 85,685</i>	<i>4/11/18</i>

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

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.
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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.

Date
4/11/18
 Date

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

 Debra Davis, *Individually*
 Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)
 Debra Davis, Executor of the Estate of Elizabeth Bucciarelli, deceased

Current Resident Address:
 Street: 01 Two Penny Run E

City, Town, Post Office: Pilesgrove State: NJ Zip Code: 08098

PROPERTY INFORMATION

Block(s)	Lot(s)	Qualifier
21.02	11	

Street Address:
21 Two Penny W Run

City, Town, Post Office: Pilesgrove State: NJ Zip Code: 08098-2643

Seller's Percentage of Ownership	Consideration	Owner's Share of Consideration	Closing Date
<u>25%</u>	<u>\$342,500.00</u>	<u>\$85,625.00</u>	<u>4/11/18</u>

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

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.
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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.

Date
4/11/18
 Date

Ronnie C. Davis, Jr.
 Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

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



SALEM COUNTY CLERK'S DOCUMENT SUMMARY SHEET


INSTR # 2019003389
BK 4520 PG 1266
 Pgs 1266 - 1270 (5 pgs)
 RECORDED 04/11/2019 03:33:53 PM
 GILDA T. GILL, COUNTY CLERK
 SALEM COUNTY, NEW JERSEY
 RECORDING FEES: \$30.00
 RTF TOTAL TAX \$3,287.00
 CONSIDERATION \$407,023.60
 RECORDED BY Kathleen

All information is to be typed or legibly Printed

Salem County Clerk's Office
 Gilda T. Gill, Clerk
 110 Fifth Street, Suite 200
 856-935-7510
www.salemcountyclerk.org

Return Name and Address:
 VISIONET SYSTEMS INC
 183 INDUSTRY DRIVE
 PITTSBURGH PA 15275 **8517905**

FOR OFFICAL USE

Submitting Company	Visionet Systems Inc
Document Date (mm/dd/yyyy)	3/19/2019
Document Type	Deed
No. of pages of the original Signed Document (include the Document Summary Sheet)	5
Consideration Amount (if applicable)	\$407,023.60

First Party <small>(Grantor or Mortgagor or Assignor or Defendants) (Enter up to five names)</small>	Name (s) <small>(Last Name First Name M.I. Suffix) (Company Name as written)</small>	Address <small>(Required for Deeds)</small>
	Fox, Wayne A. Fox, Judi L.	383 Whig Lane Rd Pilesgrove, NJ 08098

Second Party <small>(Grantee or Mortgagee or Assignee or Plaintiff) (Enter up to five names)</small>	Name (s) <small>(Last Name First Name M.I. Suffix) (Company Name as written)</small>	Address <small>(Required for Deeds)</small>
	Elwyn New Jersey	11 Elwyn Rd Medua, PA 19063

Deed Parcel Information <small>(Enter up to three entries)</small>	Municipality	Block	Lot	Property Address
	Pilesgrove TWP	42	1.08	383 Whig Lane Rd

Reference Information <small>(Enter up to three entries) (If applicable)</small>	Book Type	Original Book No.	Original Beginning Page	Instrument No.	Recorded/File Date

*****DO NOT DISCARD THIS PAGE*****

*THIS COVER SHEET [DOCUMENT SUMMARY] IS A PERMANENT PART
OF THE SALEM COUNTY, NJ RECORDING DOCUMENT*

*** Disclaimer: This Sheet was Prepared by the Submitter***

Prepared by: John D. Kosylo, Esq.
Attorney at Law of New Jersey

DEED

This Deed is made on March 14, 2019, between

WAYNE A. FOX and JODI L. FOX, Husband and Wife, whose address is 383 Whig Lane Road, Pilesgrove, New Jersey 08098, referred to as the "Grantor",

and

ELWYN NEW JERSEY, a New Jersey Non-Profit Corporation, whose address is 11 Elwyn Road, Media, Pennsylvania 19063, referred to as "Grantee",

The Grantor grants and conveys ownership of the property described below to the Grantee for the sum of **Four Hundred Seven Thousand Twenty Three and 60/100 Dollars (\$407,023.60)**.

By signing this Deed, the Grantor acknowledges receipt of this money/consideration.

The property being transferred is known as **383 Whig Lane Road, Pilesgrove, New Jersey 08098**.

It is identified as **Block 42, Lot 1.08 on the Official Tax Map of the Township of Pilesgrove, County of Salem and State of New Jersey**. The legal description is:

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

BEGINNING at a concrete monument found in the southerly line of Eldridges Hill-Whig Lane Road (also known as Whig Lane Road), said point being North 75 degrees 38 minutes 10 seconds West, a distance of 279.00 feet from the westerly end of a curve, having a radius of 25.00 feet, said curve connecting said southerly line of Eldridges Hill-Whig Lane Road (also known as Whig Lane Road) with the westerly line of Wick Drive, and running; thence

(1) South 14 degrees 21 minutes 50 seconds West a distance of 501.65 feet to an iron pin found; thence

(2) North 75 degrees 38 minutes 10 seconds West (erroneously referred to in prior deed and shown on the plan hereinafter mentioned as North 75 degrees 36 minutes 10 seconds East), a distance of 315.47 feet to a concrete monument found; thence

(3) North 14 degrees 21 minutes 50 seconds East, a distance of 501.65 feet to a point in the southerly line of Eldridges Hill-Whig Lane Road (also known as Whig Lane Road); thence

(4) Along said southerly line, South 75 degrees 38 minutes 10 seconds East, a distance of 315.47 feet to the point and place of BEGINNING.

BEING known and designated as Lot 1.08 in Block 42 as shown on a certain map entitled "Eldridge's Hill Estate's", and duly filed in the Office of the Clerk of Salem County on March 30, 1984, as Map Number 494.

Being the same real property which became vested in Wayne A. Fox and Jodi L. Fox by deed from Charles W. Grover and Joanne M. Grover, Husband and Wife dated March 28, 2008 and recorded April 3, 2008 in the Salem County Clerk's Office in Deed Book 1306, Page 225.

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" as defined in 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.

The Deed is signed by the Grantor as of the date at the top of the first page.

Witnessed:

_____ Wayne A. Fox
 WAYNE A. FOX

March 19, 2019 _____
Jodi L. Fox
 JODI L. FOX

STATE OF NEW JERSEY
 COUNTY OF Gloucester

SS:

I certify that on March 22, 2019, WAYNE A. FOX, personally came before me and stated that he:

- a) Was a maker of this deed; and
- b) executed this deed as his own act; and
- c) made this deed for \$407,023.60 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).

Barbara Grim
 (Notary)

BARBARA W. GRIM
 Notary Public of New Jersey
 My Commission Expires 8/12/2021

STATE OF NEW JERSEY
 COUNTY OF _____

SS:

I certify that on March 19, 2019, JODI L. FOX, personally came before me and stated that she:

- a) Was a maker of this deed; and
- b) executed this deed as her own act; and
- c) made this deed for \$387,500.00 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).



Joseph Barber
 (Notary)



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 Pilesgrove in the County of Salem and the State of New Jersey, more particularly described as follows:

BEGINNING at a concrete monument found in the southerly line of Eldridges Hill-Whig Lane Road (also known as Whig Lane Road), said point being North 75 degrees 38 minutes 10 seconds West, a distance of 279.00 feet from the westerly end of a curve, having a radius of 25.00 feet, said curve connecting said southerly line of Eldridges Hill-Whig Lane Road (also known as Whig Lane Road) with the westerly line of Wick Drive, and running; thence

1. South 14 degrees 21 minutes 50 seconds West a distance of 501.65 feet to an iron pin found; thence
2. North 75 degrees 38 minutes 10 seconds West (erroneously referred to in prior deed and shown on the plan hereinafter mentioned as North 75 degrees 36 minutes 10 seconds East), a distance of 315.47 feet to a concrete monument found; thence
3. North 14 degrees 21 minutes 50 seconds East, a distance of 501.65 feet to a point in the southerly line of Eldridges Hill-Whig Lane Road (also known as Whig Lane Road); thence
4. Along said southerly line, South 75 degrees 38 minutes 10 seconds East, a distance of 315.47 feet to the point and place of BEGINNING.

BEING known and designated as Lot 1.08 in Block 42 as shown on a certain map entitled "Eldridge's Hill Estate's", and duly filed in the Office of the Clerk of Salem County on March 30, 1984, as Map Number 494.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as 383 Whig Lane Road, Pilesgrove, NJ 08098, Lot 1.08, Block 42 of the official Tax Map of the Township of Pilesgrove.

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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W517142



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

WAYNE A. FOX and JODI L. FOX, Husband and Wife

Current Street Address

2233 Beech St.

City, Town, Post Office Box

Virginia Beach

State

VA

Zip Code

23451

PROPERTY INFORMATION

Block(s)

42

Lot(s)

1.08

Qualifier

Street Address

383 WHIG LANE

City, Town, Post Office Box

PILESGROVE

State

NJ

Zip Code

08098

Seller's Percentage of Ownership

100%

Total Consideration

\$407,023.60

Owner's Share of Consideration

\$407,023.60 100%

Closing Date

3-22-19

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.
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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.

3/19/19 _____
 Date
 3/22/2019 _____
 Date

Jodi Fox _____
 Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact
 Wayne _____
 Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact



**SALEM COUNTY CLERK'S
DOCUMENT SUMMARY SHEET**

INSTR # 2021012267
BK 4608 PG 68
Pgs 0068 - 72; (5pgs)
RECORDED 10/22/2021 12:33:48 PM
DALE A. CROSS, COUNTY CLERK
SALEM COUNTY, NEW JERSEY
RECORDING FEES: \$80.00
RTF TOTAL: \$1,598.00
CONSIDERATION: \$285,000.00
RECORDED BY: K_SHEFFIELD

All information is to be typed or legibly Printed

Salem County Clerk's Office
Dale A. Cross, Clerk
110 Fifth Street, Suite 200
Salem, NJ 08079-1073
856-935-7510 | salemcountyclerk.org

Return Name and Address:
TRIDENT ABSTRACT TITLE AGENCY, LLC
1340 CAMPUS PKWY
WALL TOWNSHIP, NJ 07753-6829

FOR OFFICIAL USE

Submitting Company	TRIDENT ABSTRACT TITLE AGENCY, LLC
Document Date (mm/dd/yyyy)	10/22/2021
Document Type	DEED
No. of pages of the original Signed Document (include the Document Summary Sheet)	4
Consideration Amount (if applicable)	\$285000.00

FIRST PARTY (GRANTOR OR MORTGAGOR OR ASSIGNOR OR DEFENDANTS) (ENTER UP TO FIVE NAMES)	NAME (S) (LAST NAME FIRST NAME M.I. SUFFIX) (COMPANY NAME AS WRITTEN)			ADDRESS (REQUIRED FOR DEEDS)	
	SENTRY ACQUISITIONS LLC				
SECOND PARTY (GRANTEE OR MORTGAGEE OR ASSIGNEE OR PLAINTIFF) (ENTER UP TO FIVE NAMES)	NAME (S) (LAST NAME FIRST NAME M.I. SUFFIX) (COMPANY NAME AS WRITTEN)			ADDRESS (REQUIRED FOR DEEDS)	
	ALLIES INC			1262 WHITEHORSE HAMILTON SQUARE ROAD , TRENTON, NJ 08690	
DEED PARCEL INFORMATION (ENTER UP TO THREE ENTRIES)	Municipality	Block	Lot	Property Address	
	PILESGROVE TOWNSHIP	57	6	129 MARLTON ROAD , PILESGROVE, NJ 08098	
REFERENCE INFORMATION (ENTER UP TO THREE ENTRIES) (IF APPLICABLE)	Book Type	Original Book No.	Original Beginning Page	Instrument No.	Recorded/File Date

*****DO NOT DISCARD THIS PAGE*****

**THIS COVER SHEET [DOCUMENT SUMMARY] IS A PERMANENT PART
OF THE SALEM COUNTY, NJ RECORDING DOCUMENT**

****** Disclaimer: This Sheet was Prepared by the Submitter******

TA-10d438

Prepared by William G. Sokol, Esq.

DEED

This Deed is made: October 7, 2021

BETWEEN Sentry Acquisitions, LLC, whose address is 105 Magnolia Way, Haledon, NJ 07508, GRANTOR

AND Allies, Inc., whose address is 1262 Whitehorse Hamilton Square Road, Trenton, NJ 08690, GRANTEE

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

Transfer and Ownership: The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of TWO HUNDRED EIGHTY FIVE THOUSAND DOLLARS (\$285,000.00). The Grantor acknowledges receipt of this money.

Tax Map Reference: (N.J.S.A. 46:15-2.1) Township of Pilesgrove, County of Salem, Block 57, Lot 6.

Property: 129 Marlton Road, Pilesgrove, NJ 08098. The property consists of the land and all the buildings and structures on the land in Township of Pilesgrove, County of Salem and State of New Jersey. The legal description is attached hereto as Schedule A.

Being: The same land and premises vested in

Sentry Acquisitions LLC by Deed from Fannie Mae aka Federal National Mortgage Association, dated August 29, 2018, recorded October 23, 2018 in the Salem County Clerk/Register's Office in Book 4486 Page 449.

Promises: 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 legal rights which effect 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.

TITLE INSURANCE COMMITMENT
Issued by **Trident Abstract Title Agency, LLC**
AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY

Commitment Number: TA-152638

SCHEDULE C
AMENDED LEGAL DESCRIPTION

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

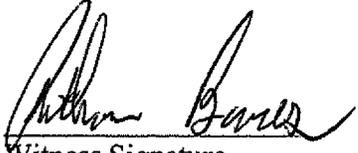
Beginning at a point in the centerline of Marlton Road (50' R.O.W.), said point being on the division line between Lot 6 and Lot 5, and running; thence

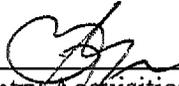
1. N34°01'00"E, a distance of 180.00 feet to a point; thence
2. S55°59'00"E, a distance of 100.00 feet to a point marked by a monument found; thence
3. S34°01'00"W, a distance of 180.00 feet to a point in said centerline of Marlton Road; thence
4. Along same, N55°59'00"W, a distance of 100.00 feet to a point, said point being the Point and Place of Beginning.

Being in accordance with a survey of said premises prepared by Morgan Engineering, LLC, dated September 22, 2021, marked project #21-12153.

Note for Information Only:

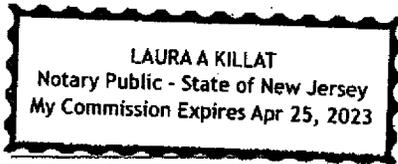
Also known as Lot(s) 6- Block 57, on the official tax map of Township of Pilesgrove, County of Salem, in the State of New Jersey.


Witness Signature
Printed Name
Anthony BARNES


Sentry Acquisitions, LLC
Paul Siljee, Managing Member

State of NJ, County of Bergen SS:

I Certify that on Oct 7, 2021, Paul Siljee Managing Member of Sentry Acquisitions, LLC, personally came before me and acknowledged under oath, to my satisfaction, that this person (a) is named in and personally signed this Deed; (b) signed, sealed and delivered this Deed as his or her act and deed; (c) made this Deed for \$285,000.00 as full and actual consideration paid or to be paid for the transfer of title; (d) was authorized to and did execute this instrument as members of Sentry Acquisitions, LLC the entity named in this instrument; and (e) executed this instrument as the act of the entity named in this instrument. (Such consideration is defined in N.J.S.A. 46:15-5).



Notary Stamp/Seal


Notary Signature

DEED	DATE:
Sentry Acquisitions, LLC, Grantor to Allies, Inc, Grantee	Record and Return to:

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

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

Seller's Information

Name(s)
Sentry Acquisitions, LLC

Current Street Address
105 Magnolia Way

City, Town, Post Office	State	ZIP Code
Haledon	NJ	07508

Property Information

Block(s)	Lot(s)	Qualifier
57	6	

Street Address
129 Marlton Road

City, Town, Post Office	State	ZIP Code
Pilesgrove	NJ	08098

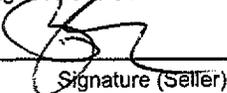
Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100	\$285,000.00		10/8/2021

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.

<p align="center">10/7/21 Date</p>	<p align="center"> Signature (Seller)</p>	<p align="center">Indicate if Power of Attorney or Attorney in Fact</p>
<p align="center">Date</p>	<p align="center"><u>Paul Siljee, Managing Member</u> Signature (Seller)</p>	<p align="center">Indicate if Power of Attorney or Attorney in Fact</p>



SALEM COUNTY CLERK'S DOCUMENT SUMMARY SHEET

INSTR # 2021009511
BK 4600 PG 749
Pgs 0749 - 753; (5pgs)
RECORDED 08/17/2021 10:20:12 AM
DALE A. CROSS, COUNTY CLERK
SALEM COUNTY, NEW JERSEY
RECORDING FEES: \$80.00
RTF TOTAL: \$2,066.00
CONSIDERATION: \$345,000.00
RECORDED BY: L_VANATTA

All information is to be typed or legibly Printed

Salem County Clerk's Office
Dale A. Cross, Clerk
110 Fifth Street, Suite 200
Salem, NJ 08079-1073
856-935-7510 | salemcountyclerk.org

Return Name and Address:
Michael Bailey
Two Greentree Center
9000 Lincoln Drive, Suite 130
Marlton, NJ 08053

FOR OFFICIAL USE

Submitting Company		Your Hometown Title, LLC			
Document Date (mm/dd/yyyy)		07/23/2021			
Document Type		DEED (DEED)			
No. of pages of the original Signed Document (include the Document Summary Sheet)		5			
Consideration Amount (if applicable)		345000.00			
First Party <small>(Grantor or Mortgagor or Assignor or Defendants) (Enter up to five names)</small>	Name (s) (Last Name First Name M.I Suffix) (Company Name as written)			Address (Required for Deeds)	
	Steven Scott Hubbard			1114 Rainbow Circle Pittsgrove , NJ 08318	
Second Party <small>(Grantee or Mortgagee or Assignee or Plaintiff) (Enter up to five names)</small>	Name (s) (Last Name First Name M.I Suffix) (Company Name as written)			Address (Required for Deeds)	
	Bancroft, A New Jersey Nonprofit Corporation			1255 Caldwell Road Cherry Hill , NJ 08034	
Deed Parcel Information <small>(Enter up to three entries)</small>	Municipality	Block	Lot	Party Address	
	PILESGROVE	80	4		
Reference Information <small>(Enter up to three entries) (if applicable)</small>	Book Type	Original Book No.	Original Beginning Page	Instrument No.	Recorded/File Date

*****DO NOT DISCARD THIS PAGE*****

**THIS COVER SHEET [DOCUMENT SUMMARY] IS A PERMANENT PART
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Disclaimer: This Sheet was Prepared by the Submitter

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: **13871KW-01**

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Pilesgrove Township, Salem County, and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the centerline of Fox Road (a/k/a Avis Mill Road) (33 feet wide), said point being Southeastwardly and a distance of 1084.00 feet more or less from the line of lands now or formerly of Henry Bishop, said point being in the Northerly end of County Bridge #123 and extending; thence

1. North 67 degrees 32 minutes 14 degrees East, along the line of lands now or formerly of Robert Jenkins, a distance of 188.85 feet (175.00 feet according to Deed) more or less to the centerline of a small stream; thence

2. Northeastwardly, along the centerline of said stream, having the courses and distances that it may, a distance of 94.63 feet more or less to a point in the line of lands now or formerly of Theodore J. Fox; thence

3. North 27 degrees 36 minutes 00 seconds West, along said lands of Fox, a distance of 209.51 feet more or less to a point for a corner in the line of lands now or formerly of Frank A. Xhilone; thence

4. South 63 degrees 38 minutes West, along said lands of Xhilone, a distance of 266.67 feet to a point for a corner in the centerline of Fox Run; thence

5. South 26 degrees 38 minutes 00 seconds East, along said centerline, a distance of 241.01 feet (238.00 feet according to Deed) to the point and place of beginning.

**FOR INFORMATIONAL PURPOSES ONLY:
BEING premises No. 74 Fox Road.**

BEING Tax Block: 80, Tax Lot: 4

15871460

Prepared by:

DEED

HOWARD D. MELNICOVE, ESQ.

This Deed is made on July 23, 2021.

BETWEEN Steven Scott Hubbard

whose post office address is 1114 Rainbow Circle, Pittsgrove, New Jersey 08318
referred to as the Grantor,

AND Bancroft, A New Jersey Nonprofit Corporation

whose post office address is ~~74 Fox Road, Pittsgrove, New Jersey 08098~~ ②
1255 Caldwell Rd. referred to as the Grantee.
Cherry Hill, NJ 08034

The words "Grantor" and "Grantee" shall mean all Grantors and 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 THREE HUNDRED FORTY-FIVE THOUSAND (\$345,000.00) DOLLARS.

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Pilesgrove Township
Block No. 80 Lot No. 4 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 Pilesgrove, County of Salem and State of New Jersey. The legal description is:

SEE SCHEDULE "A" ATTACHED

BEING the same land and premises which became vested in Steven Scott Hubbard, by deed from BV002 REO Blocker, LLC, dated 12/22/2020, recorded 1/11/2021, in the Salem County Clerk/Register's Office in Deed Book 4573, Page 1451.

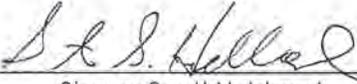
Title of record became vested in BV002 REO Blocker, LLC under record of Final Judgment wherein BV002 REO Blocker, LLC was Plaintiff and Wayne H. Mills, Jr.; Wayne H. Mills, Sr.; First Horizon Home Loan Corp.; State of New Jersey; Becky Rodgers; Underwood Memorial Hospital was Defendants, said Final Judgment dated 9/22/2020, and recorded in the Office of the Register/Clerk of Salem County on 9/28/2020 in Deed Book 4563, Page 1448.

Commonly known as : 74 Fox Road ②

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 or Attested by:


Steven Scott Hubbard

STATE OF NEW JERSEY, COUNTY OF *Burlington* SS:

I CERTIFY that on July *23*, 2021,

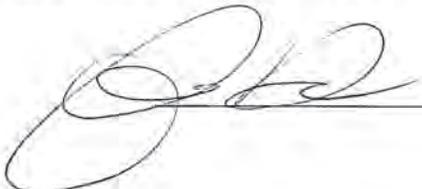
Steven Scott Hubbard

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 \$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.)



ROSEMARY DEVINE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/29/2021
ID# 2415060

C:\Users\Owner\Documents\REALESTA\Deed-Hubbard, Steven.doc

DEED

Dated: July *23*, 2021

Steven Scott Hubbard

Record and return to:

Grantor,
TO

Your Hometown Title, LLC
Two Greentree Center
9000 Lincoln Dr. E., Suite 130
Marlton, NJ 08053

Bancroft, A New Jersey Nonprofit
Corporation

Grantee.

File #13871KW-01

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

State of New Jersey Seller's Residency Certification/Exemption

Seller's Information

Name(s)
Steven Scott Hubbard

Current Street Address
1114 Rainbow Circle

City, Town, Post Office
Pittsgrove State NJ ZIP Code 08318

Property Information

Block(s)
80 Lot(s) 4 Qualifier

Street Address
74 Fox Road

City, Town, Post Office
Pilesgrove Township State NJ ZIP Code 08098

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>7/23/21</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.
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.

7/23/21 Date Steven Scott Hubbard Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact



SALEM COUNTY CLERK'S DOCUMENT SUMMARY SHEET

INSTR # 2020001405
BK 4546 PG 1705
 Pgs 1705 - 1709 (5 pgs)
 RECORDED 02/19/2020 11:43:13 AM
 SALE A. GROSS, COUNTY CLERK
 SALEM COUNTY, NEW JERSEY
 RECORDING FEES: \$80.00
 FILE TOTAL TAX \$1,949.00
 FIDELITY NATIONAL TITLE
 UNIVERSITY PLAZA #11
 3705 QUAKERBRIDGE RD., SUITE 202
 MERCERVILLE, NJ 08854
FOR OFFICIAL USE

All information is to be typed or legibly Printed

Salem County Clerk's Office Gilda T. Gill, Clerk 110 Fifth Street, Suite 200 856-935-7510 www.salemcountyclerk.org	Return Name and Address: FB 4145 Powell Rd Powell, OH 43065 FIDELITY NATIONAL TITLE UNIVERSITY PLAZA #11 3705 QUAKERBRIDGE RD., SUITE 202 MERCERVILLE, NJ 08854
--	--

Submitting Company	Fidelity National Title
Document Date (mm/dd/yyyy)	January, 30 th , 2020
Document Type	Deed
No. of pages of the original Signed Document <i>(include the Document Summary Sheet)</i>	5
Consideration Amount <i>(if applicable)</i>	\$ 330,000.00

	Name (s) <i>(Last Name, First Name, M.I. Suffix)</i> <i>(Company Name as written)</i>	Address <i>(Required for Deeds)</i>										
First Party <i>(Grantor or Mortgagor or Assignor or Defendants)</i> <i>(Enter up to five names)</i>	Scioto Properties SP-16 LLC	4145 Powell Road Powell, OH 43065										
Second Party <i>(Grantee or Mortgagee or Assignee or Plaintiff)</i> <i>(Enter up to five names)</i>	The Devereux Foundation d/b/a Devereux Advanced Behavioral Health	2012 Renaissance Boulevard King of Prussia, PA 19406										
Deed Parcel Information <i>(Enter up to three entries)</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Municipality</th> <th style="width: 15%;">Block</th> <th style="width: 15%;">Lot</th> <th style="width: 45%;">Property Address</th> </tr> <tr> <td style="padding: 2px;">Pilesgrove</td> <td style="padding: 2px;">86</td> <td style="padding: 2px;">4301 4.01</td> <td style="padding: 2px;">241 Woodstown-Daretown Road</td> </tr> </table>	Municipality	Block	Lot	Property Address	Pilesgrove	86	4301 4.01	241 Woodstown-Daretown Road			
Municipality	Block	Lot	Property Address									
Pilesgrove	86	4301 4.01	241 Woodstown-Daretown Road									
Reference Information <i>(Enter up to three entries)</i> <i>(If applicable)</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Book Type</th> <th style="width: 20%;">Original Book No.</th> <th style="width: 20%;">Original Beginning Page</th> <th style="width: 20%;">Instrument No.</th> <th style="width: 20%;">Recorded/File Date</th> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Book Type	Original Book No.	Original Beginning Page	Instrument No.	Recorded/File Date						
Book Type	Original Book No.	Original Beginning Page	Instrument No.	Recorded/File Date								

*****DO NOT DISCARD THIS PAGE*****

THIS COVER SHEET [DOCUMENT SUMMARY] IS A PERMANENT PART OF THE SALEM COUNTY, NJ RECORDING DOCUMENT

*** Disclaimer: This Sheet was Prepared by the Submitter***

Prepared by



"INDEED" WE DO DEEDS™
 Robert C. Litwick, Esq.
 178 Macanippuck Road
 Bridgeton, NJ 08302
 609-335-5383

BARGAIN & SALE DEED

WITH COVENANTS AGAINST GRANTOR'S ACTS

Copyright © 1996-2020 by Robert C. Litwick, 178 Macanippuck Rd., Bridgeton, NJ 08302

This deed is given on January 30, 2020

FROM	Scioto Properties SP-16 LLC 4145 Powell Road Powell, OH 43065	"Grantor"
TO	The Devereux Foundation d/b/a Devereux Advanced Behavioral Health 2012 Renaissance Boulevard King of Prussia, PA 19406	"Grantee"

1. Transfer of ownership. Grantor hereby sells (grants and conveys) the property described below (the "Property") to the Grantee. This grant and conveyance transfers ownership of the Property to Grantee. This grant and conveyance is subject to: all easements, restrictions, rights-of-way, covenants (promises), set-backs, plans, plats, maps and agreements of record; such state of facts as an accurate survey might disclose; rights (public and private) in any part of the Property included within the lines of any public road, alley or way; flooding and drainage rights, if any, of adjoining owners, mortgages and occupants in any natural stream or water course bounding, crossing or affecting the Property; and rights in common, along with adjoining owners, mortgages and occupants, in any party walls.

2. Payment. This transfer of ownership was made for the payment by Grantee to Grantor (receipt of which is acknowledged by both) of the amount of **Three Hundred Thirty Thousand And 00/100 Dollars (\$330,000.00)**.

3. Type of deed. Grantor covenants (promises) that he has done no act to encumber the Property. This promise is to have the same effect as if Grantor covenanted (promised) in this deed, "that he has done no act to encumber the said lands", using the quoted language as is set out in N.J.S. 46:4-6. This deed is a Bargain and Sale Deed With Covenants Against Grantor's Acts as is described in N.J.S. 46:4-6 and will have the effect of a deed meeting the conditions set out in that law. All references to the statutory law of the State of New Jersey refer to that law as is in force on the date of this deed.

4. Property. The Property being conveyed (sold) from Grantor to Grantee is fully described on Schedule "C," attached to this deed and made a part of it by this reference. The Property consists of the land so described and all the structures, fixtures and improvements on the land. The Property is in the State of New Jersey and is commonly known as: **241 Woodstown-Daretown Road, Township of Pilesgrove, County of Salem, Tax Map: Block 86, Lot 4.01.**

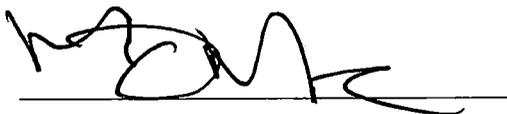
5. Title Recital. The Property being transferred by this deed is the same property acquired by Grantor by deed as follows:

Scioto Properties SP-16 LLC, an Ohio limited liability company under Special Warranty Deed from SBF-1 Properties LLC, a Delaware limited liability company dated January 24, 2020 recorded _____, 2020 in the Salem County Clerk's Office in Deed Book _____, page _____.

SBF-1 Properties LLC, a Delaware limited liability company under deed from Scioto Properties SP-16 LLC, an Ohio limited liability company dated June 7, 2018 recorded January 25, 2019 in the Salem County Clerk's Office in Deed Book 4513, page 656. (Contains PQ and other lands)

Scioto Properties SP-16 LLC, an Ohio limited liability company under deed from Michael D. Bower and Linda A. Bower, his wife dated April 16, 2018 recorded April 26, 2018 in the Salem County Clerk's Office in Deed Book 4411, page 516.

This deed is signed as of the date set out at the beginning of this deed.



By SCIOTO PROPERTIES SP-16 LLC
 By SCIOTO PROPERTIES LLC, Its Sole Member
 By Matthew F. Muma
President & CEO



Fidelity National Title
Company, LLC

LEGAL DESCRIPTION

Order No.: 19-002133NCS

Title No.: GLW1901641

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWNSHIP OF PILESGROVE, COUNTY OF SALEM, STATE OF NEW JERSEY AND IS DESCRIBED AS FOLLOWS:

BEGINNING at a point in the southwesterly line of Woodstown -Daretown Road (66 feet wide) said point being N 47 degrees 52 minutes 21 seconds W, 450 feet from the northwesterly line of Davis Road:
thence

1. Along the lands of Nathan Steinsnyder, S 39 degrees 49 minutes 29 seconds W, 587 feet to a point;
thence

2. N 47 degrees 52 minutes 21 seconds W, 235.00 feet to a point; thence

3. N 39 degrees 49 minutes 29 seconds E, 587.00 feet to the southwesterly line of Woodstown-Daretown Road; thence

4. Along the southwesterly line of Woodstown-Daretown Road, S 47 degrees 52 minutes 21 seconds E, 235.00 feet to a point and place of beginning.

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY):

Block 86, Lot 4.01, on the official tax map of the Township of Pilesgrove, County of Salem, State of New Jersey.

State of ~~New Jersey~~ Ohio SS
 County of ~~Salem~~ Delaware

I CERTIFY that on January 30 2020, Matthew Fleming personally came before me and acknowledged under oath, to my satisfaction, that:

1. He or she signed sealed and delivered the attached deed as President & CEO of Scioto Properties LLC, the sole member of SCIOTO PROPERTIES SP-16 LLC;
2. the proper seal, if any, of Scioto Properties, LLC and SCIOTO PROPERTIES SP-16 LLC was affixed to the attached deed; and
3. the attached deed was given by Scioto Properties LLC as the act and deed of SCIOTO PROPERTIES SP-16 LLC as its voluntary act and deed by virtue of authority from its board of directors, members, managers, partners, or other governing body having the legal authority to give such authority.

Melanie Bortolani

MELANIE BORTOLANI
 Notary Public, State of Ohio
 My Commission Expires 12-19-2022



Consideration Paid Is Set Forth In The Body Of The Deed, N.J.S.A. 46:15-6a(1).

DEED	January, <u>30</u> , 2020
SCIOTO PROPERTIES SP-16 LLC GRANTOR THE DEVEREUX FOUNDATION D/B/A DEVEREUX ADVANCED BEHAVIORAL HEALTH GRANTEE	After Recordation Please Return To FIDELITY NATIONAL TITLE UNIVERSITY PLAZA II 3705 QUAKERBRIDGE RD., SUITE 202 MERCERVILLE, NJ 08619 Reference # 018848 <u>19-002133NCS</u>

GIT/REP-3
(8-19)
(Print or Type)

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

Seller's Information

Name(s)
SCIOTO PROPERTIES SP-16 LLC

Current Street Address
4145 POWELL ROAD

City, Town, Post Office
POWELL

State
OH

ZIP Code
43065

Property Information

Block(s)
86

Lot(s)
4.01

Qualifier

Street Address
241 WOODSTOWN DARETOWN ROAD

City, Town, Post Office
PILES GROVE TOWNSHIP

State
NJ

ZIP Code
08098

Seller's Percentage of Ownership <u>100</u>	Total Consideration <u>330,000.00</u>	Owner's Share of Consideration <u>330,000.00</u>	Closing Date <u>1/31/2020</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.
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.

Date <u>1-30-2020</u> Date	Signature (Seller)  Signature (Seller)	Indicate if Power of Attorney or Attorney in Fact <u>Matthew F. Muma, President & COO</u> of SCIOTO PROPERTIES LLC, the sole member of Indicate if Power of Attorney or Attorney in Fact
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EXHIBIT C

**PILESGROVE TOWNSHIP
RESOLUTION 26-003**

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A; 11-1 seq) requires that the Resolution authorizing the award of contract for Professional Services without competitive bids must be publicly advertised, and

WHEREAS, P.L. 2004, c. 19, (N.J.S.A. 19:44A-20.4 et seq.) known as the "New Jersey Local Unit Pay-To-Play" took effect on January 1, 2006, and

WHEREAS, the Township of Pilesgrove provided public notice to solicit qualifications for professional services, and

WHEREAS, the qualifications for professional services were reviewed by the Mayor and Township Clerk, and

WHEREAS, if applicable under N.J.S.A. 19:44A: 20.4 et seq, the Professionals listed below have properly completed, signed and submitted to the Township the Pay-to-Play Law Certification or have submitted a Request for Qualifications that complies with the requirements of the New Jersey Play-to-Play Law and any regulations pursuant thereto,

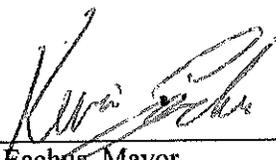
NOW THEREFORE BE IT RESOLVED, by the Governing Body of the Pilesgrove Township Committee, County of Salem, State of New Jersey as follows:

1. Jacci Vigilante, Esq with offices in Mullica Hill, NJ is hereby appointed as Township Solicitor for the Township of Pilesgrove.
2. John Cantalupo, Esq. of Archer Grenier, Attorneys at Law with offices in Haddonfield, NJ is hereby appointed as Bond Counsel for the Township of Pilesgrove.
3. Surenian, Edwards & Nolan, LLC, with offices in Brielle, NJ is hereby appointed as Special Counsel for Affordable Housing.
4. Heyer Gruel Associates, with offices in Red Bank, New Jersey, is hereby appointed as Affordable Housing Planner.
5. Triad Associates, with offices in Vineland, New Jersey, is hereby appointed as Affordable Housing Administrative Agent.
6. Jacci Vigilante, Esq, Attorney at Law in the State of New Jersey, with offices in Mullica Hill, NJ is hereby appointed as Prosecutor pursuant to N.J.S.A 2B:12-28 for the Township of Pilesgrove.
7. Mark D. Kargman, ESQ, Attorney at Law in the State of New Jersey, with offices in Williamstown, NJ is hereby appointed as Public Defender for the Township of Pilesgrove.
8. Evan J. Palmer, of Bowman & Company, LLP with offices in Woodbury, NJ is hereby appointed as Municipal Auditor for the Township of Pilesgrove.

9. Randall Scheule, PP/AICP of the Firm Scheule Planning Solutions, LLC, with offices in Egg Harbor Township, New Jersey is hereby appointed as Township Planner for the Township of Pilesgrove.
10. Tom Narolewski, from the Barclay Group with offices in Riverton is hereby appointed as Risk Management Consultant for the Township of Pilesgrove.
11. Ned Shimp Certified Animal Control, with offices in Pilesgrove, New Jersey as Animal Control Officer for the Township of Pilesgrove.
12. Christiana Care Woodstown, Licensed Medical Doctor in the State of New Jersey, of Woodstown Family Practice, with an office in Woodstown, NJ is hereby appointed as Physician for the Township of Pilesgrove.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute the required contract and agreement with the above-named professionals after review of the contract by the governing body and;

BE IT FURTHER RESOLVED that a copy of this resolution shall be published in the South Jersey Times.



Kevin Eachus, Mayor

ATTEST:



Melissa Fackler, Clerk

January 6, 2026

EXHIBIT D

**RESOLUTION 25-068
PIESGROVE TOWNSHIP**

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
PIESGROVE APPROVING A FOURTH ROUND AFFORDABLE HOUSING TRUST
FUND SPENDING PLAN AND REQUESTING PROGRAM AND COURT APPROVAL
OF THE SPENDING PLAN**

WHEREAS, the Township of Pilesgrove (hereinafter "Township" or "Pilesgrove") has an approved Development Fee Ordinance that was adopted on December 30, 2008, which established standards for the collection, maintenance, and expenditure of development fees; and

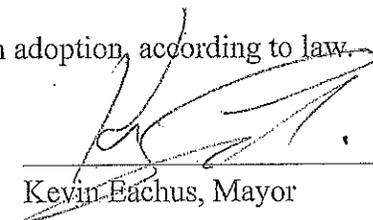
WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the "Amended FHA") which governs how municipalities will comply with their affordable housing obligations for the Fourth Round (2025-2035); and

WHEREAS, the Administrative Office of the Courts issued Directive #14-24 ("AOC Directive #14-24), governing how municipalities file their compliance documents with the Affordable Housing Dispute Resolution Program ("the Program"); and

WHEREAS, the Township has prepared a Fourth Round Spending Plan consistent with the Amended FHA, AOC Directive #14-24, and applicable regulations, which projects anticipated revenues to the Township's Affordable Housing Trust Fund and describes the anticipated expenditures of funds.

NOW, THEREFORE, BE IT RESOLVED by the Committee of the Township of Pilesgrove, County of Salem, State of New Jersey, as follows:

1. The Township Committee of the Township of Pilesgrove hereby approves the Fourth Round Spending Plan that is attached hereto as Exhibit A, and requests that the Program and the Court review and approve the Township's Fourth Round Spending Plan.
2. This Resolution shall take effect immediately upon adoption, according to law.



Kevin Bachus, Mayor

ATTEST:



Melissa Fackler, Clerk

August 12, 2025

CERTIFICATION

I hereby certify this to be a true copy of a resolution adopted by the Township Committee of the Township of Pilesgrove at a meeting held the 12th day of August, 2025.



Melissa Fackler, Clerk

Township of Pilesgrove

Affordable Housing Trust Fund

Fourth Round Spending Plan

August 2025

Adopted by the Township Committee on _____

Township of Pilesgrove
Salem County, New Jersey

Prepared By:



Heyer, Gruel & Associates
Community Planning Consultants
236 Broad Street, Red Bank, NJ 07701
(732) 741-2900

The original of this report was signed and sealed in accordance with N.J.S.A. 45:14A-12

A handwritten signature in black ink, appearing to read 'Michael Davis', written over a horizontal line.

Michael Davis, AICP, PP #6533

With contributing content by Hanah Davenport, AICP

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Appendix A: Pilesgrove Township Development Fee Ordinance (Ordinance No. 08-17)

INTRODUCTION

On December 9, 2003, Pilesgrove Township adopted its first Development Fee Ordinance (Ordinance No. 224), which established the Township's Affordable Housing Trust Fund. The ordinance was subsequently repealed and replaced on December 16, 2008 via Ordinance No. 08-17 (see Appendix A).

The 2008 Development Fee Ordinance established standards for the collection, maintenance, and expenditure of development fees consistent with: (a) COAH rules; (b) P.L.2008, c.46, Sections 8 and 32-38 (C.52:27D-329.1 et al.); and (c) the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). All development fees, payments in lieu of constructing affordable units on site, and any other source of income are deposited into this separate Affordable Housing Trust Fund for the sole purpose of providing affordable housing.

The Township's Affordable Housing Trust Fund was established in 2005. As of June 30, 2025, the Affordable Housing Trust Fund established by the Township had a balance of \$2,106,193.91. All development fees and interest generated by the fees are deposited in this separate, interest-bearing Affordable Housing Trust Fund for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:99, or applicable regulations, as described in the sections that follow.

Pilesgrove Township Spending Plan – August 2025

1. REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of the Third Round, the Township of Pilesgrove considered the following:

(a) Development fees

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the land use board 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) Projected interest

1. Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate.

(c) Projected Revenues

To calculate the projection of revenue anticipated from the general development fees, previous transactions within the Affordable Housing Trust Fund dating back to 2015 were reviewed. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing. Projected revenues through 2035 are outlined in Table 1 below.

TABLE 1: PROJECTED REVENUES				
Year	Source of Funds			
	Historical Balance (as of 6/30/2025)	(a) Projected Development Fees	(c) Projected Interest	Total
Current Balance	\$2,106,193.91	--	--	\$2,106,193.91
2025	--	\$16,107.44	\$72.48	\$16,179.92
2026	--	\$32,214.88	\$144.97	\$32,359.85
2027	--	\$32,214.88	\$144.97	\$32,359.85
2028	--	\$32,214.88	\$144.97	\$32,359.85
2029	--	\$32,214.88	\$144.97	\$32,359.85
2030	--	\$32,214.88	\$144.97	\$32,359.85
2031	--	\$32,214.88	\$144.97	\$32,359.85
2032	--	\$32,214.88	\$144.97	\$32,359.85
2033	--	\$32,214.88	\$144.97	\$32,359.85
2034	--	\$32,214.88	\$144.97	\$32,359.85
2035	--	\$16,107.44	\$72.48	\$16,179.92
TOTAL	\$2,106,193.91	\$322,148.80	\$1,449.67	\$2,429,792.38

Pilesgrove Township Spending Plan – August 2025

The Township projects a total of \$322,148.80 in development fees will be collected between July 1, 2025 and June 30, 2035. An additional \$1,449.67 in interest is projected to be earned. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing. In conjunction with the existing Affordable Housing Trust Fund balance of \$2,106,193.91, the Township projects total Affordable Housing Trust Fund revenues and interest of \$2,429,792.38 through June 30, 2035.

2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Township of Pilesgrove:

(a) Collection of development fee revenues

Collection of development fee revenues shall be consistent with Pilesgrove’s Development Fee Ordinance for both residential and non-residential developments and in accordance with the Statewide Nonresidential Development Fee Act, N.J.S.A. 40:55D8.1 through 8.7 (“SNDFA”).

(b) Distribution of development fee revenues

The Municipal Housing Liaison (“MHL”) will manage the projects outlined in this Spending Plan and the Housing Element and Fair Share Plan, and will coordinate with the Township’s CFO/Deputy CFO for the distribution of the funds.

(c) Collection and distribution of barrier free funds

Collection and distribution of barrier free funds shall be consistent in accordance with applicable regulations.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

The following represent the anticipated affordable housing projects within the Township of Pilesgrove that will utilize Trust Fund monies.

(a) Affordability Assistance

As per the requirements regarding the use of funds for affordability assistance laid out in N.J.A.C. 5:99-2.5, the Township is required to set aside a portion of all development fees collected and interest earned to provide affordability assistance to very low-, low- and moderate-income households. The Township will set aside 30% for this purpose for the Fourth Round.

The calculation of available affordability assistance funds is performed by considering the lifetime of the Trust Fund. To project the funding amount that is dedicated to affordability assistance, all actual expenditures spent on new construction activities as well as any rehabilitation activities from the inception of the fund are subtracted from the sum of the actual and projected development fees and interest. That

Pilesgrove Township Spending Plan – August 2025

total is then used to determine the affordability assistance requirement. The actual affordability assistance expenditures from the inception of the fund are then subtracted from the overall percentage that the Township wishes to set aside for affordability assistance. This final outcome is the total remaining funds that must be dedicated to affordability assistance for the Fourth Round period.

Pilesgrove Township had a balance of \$2,106,193.91 in the Affordable Housing Trust Fund through June 30, 2025. The Township projects an additional \$322,148.80 in development fees and \$1,449.67 in interest through 2035.

TABLE 2: AFFORDABILITY ASSISTANCE		
Actual Development Fees and Interest Balance through June 30, 2025		\$2,106,193.91
Projected Development fees 2025-2035	+	\$322,148.80
Projected Trust Fund Interest 2025-2035	+	\$1,449.67
Less Housing Activity through June 30, 2025	-	\$226,200.00
Total	=	\$2,203,592.38
30% Set Aside	x 0.30 =	\$661,077.71
Less Affordability Assistance Expenditures through June 30, 2025	-	\$0.00
Projected Affordability Assistance through June 30, 2035	=	\$661,077.71

The Township will reserve \$661,077.71 from the Affordable Housing Trust Fund to render units more affordable. These funds will be utilized for the following affordability assistance purposes:

- For-Sale units in the form of down-payment loan assistance, payment of closing costs, and payment of lender fees.
- For-rent units in the form of moving expense assistance, first month’s rent subsidy, utility deposit assistance, and security deposit assistance (available to very-low income households only).

Pilesgrove Township Spending Plan – August 2025

(b) Administrative Expenses

No more than 20% of revenues collected from development fees shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop and implement: a Housing Element and Fair Share Plan or any amendment thereto; a rehabilitation program; a new construction program; and an affirmative marketing program. Administrative funds may also be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with monitoring requirements.

The calculation of allowable administrative expenses is performed by considering the lifetime of the Trust Fund. To project the funding amount that will be available for administrative costs, the sum of all development fees actually collected and all interest earned since the inception of the account will be added to the sum of all projected development fees and interest projected to be collected throughout the Fourth Round. From this amount, any Regional Contribution Agreement (RCA) expenditures made or contractually obligated from the inception of the account are subtracted. This final amount is multiplied by 20% and then any actual administrative expenditures made since the inception of the Trust Fund are subtracted out. The final outcome of this calculation, as depicted in the following table, is the total remaining funds that will be available for administrative expenses through the end of the Fourth Round.

The Township had a balance of \$2,106,193.91 in development fees and interest through June 30, 2025. The Township projects an additional \$322,148.80 in development fees and \$1,449.67 in interest through 2035. The Township has never taken part in an RCA. Pilesgrove Township has spent \$64,662.31 on administrative expenses between the inception of the Trust Fund and June 30, 2025.

TABLE 3: ADMINISTRATIVE EXPENSES		
Actual Development Fees and Interest Earned through June 30, 2025		\$2,106,193.91
Projected Development Fees 2025-2035	+	\$322,148.80
Projected Interest 2025-2035	+	\$1,449.67
RCA Contributions	+	\$0.00
Total	=	\$2,429,792.38
20% Maximum Permitted on Administrative Expenses through June 30, 2035	x 0.20 =	\$485,958.48
Less Administrative Expenditures through June 30, 2025	-	\$64,662.31
Projected Allowed Administrative Expenditures	=	\$421,296.17

The Township projects that a maximum of \$421,296.17 is available from the Affordable Housing Trust Fund for administrative expenses for the Fourth Round. Because the actual administrative expense maximum is calculated on an ongoing basis based on actual revenues, the Township shall be permitted to spend 20% of the actual balance at any given time on administrative fees. Money becomes available for administrative expenses as additional income is collected.

Pilesgrove Township Spending Plan – August 2025

Projected administrative expenditures, subject to the 20% cap, included but are not limited to:

- Administration and expenses associated with the Township’s affordable housing units;
- Expenses associated with the preparation and implementation of the Housing and Fair Share Plan and monitoring of the current and future housing programs for the Township of Pilesgrove;
- Affirmative marketing; and
- Income qualification.

Legal or other fees related to litigation opposing affordable housing sites are not eligible uses of the affordable housing Trust Fund.

(c) Market to Affordable Program

In the market to affordable program, units are purchased at market rate prices and then sold or rented to low- and moderate-income households. The new affordable units must have 30-year or 40-unit deed restrictions and comply with the Uniform Housing Affordability Controls.

Pilesgrove Township plans to meet a portion of the Township’s total prospective need with six (6) market to affordable units. The Township will utilize trust fund monies to purchase structurally sound houses, make necessary repairs to the units, and then re-sell those units to income qualified households at the low to moderate income sales prices with 30-year deed restrictions. The money received from the sale of the units is deposited back into the Affordable Housing Trust Fund, effectively establishing a revolving fund for the purchase of affordable units.

4. EXPENDITURE SCHEDULE

TABLE 4: PROJECTED EXPENDITURE SCHEDULE THROUGH 2035				
Year	Program			
	Affordability Assistance	Administration	Market to Affordable Program	Total
2025	\$33,053.89	\$21,064.81	\$67,370.92	\$121,489.62
2026	\$66,107.77	\$42,129.62	\$134,741.85	\$242,979.24
2027	\$66,107.77	\$42,129.62	\$134,741.85	\$242,979.24
2028	\$66,107.77	\$42,129.62	\$134,741.85	\$242,979.24
2029	\$66,107.77	\$42,129.62	\$134,741.85	\$242,979.24
2030	\$66,107.77	\$42,129.62	\$134,741.85	\$242,979.24
2031	\$66,107.77	\$42,129.62	\$134,741.85	\$242,979.24
2032	\$66,107.77	\$42,129.62	\$134,741.85	\$242,979.24
2033	\$66,107.77	\$42,129.62	\$134,741.85	\$242,979.24
2034	\$66,107.77	\$42,129.62	\$134,741.85	\$242,979.24
2035	\$33,053.89	\$21,064.81	\$67,370.92	\$121,489.62
TOTAL	\$661,077.71	\$421,296.17	\$1,347,418.50	\$2,429,792.38

5. EXCESS OR SHORTFALL OF FUNDS

In the event funding sources as identified within this Spending Plan for the projects detailed in the Housing Element and Fair Share Plan prove inadequate to complete the affordable housing programs, the Township shall provide sufficient funding to address any shortfalls through bonding in accordance with State regulations and law.

In the event that more funds than anticipated are collected or projected funds exceed the amount necessary to implement the Township’s affordable housing projects, these excess funds will be used to fund eligible affordable housing activity pursuant to applicable rules and regulations.

SUMMARY

As of June 30, 2025, the Township’s Trust Fund had a balance of \$2,106,193.91. Pilesgrove Township anticipates an additional \$323,598.47 in revenues and interest by June 30, 2035, resulting in a projected balance of \$2,429,792.38 for the Fourth Round. The Township will commit \$661,077.71 for affordability assistance efforts, \$1,449.67 for administrative expenses, and the remaining \$1,347,418.50 for its market to affordable program.

TABLE 5: SPENDING PLAN SUMMARY	
Balance as of June 30, 2025	\$2,106,193.31
PROJECTED REVENUE THROUGH JUNE 30, 2035	
Development fees	+ \$322,148.80
Interest	+ \$1,449.67
TOTAL REVENUE + CURRENT BALANCE	= \$2,429,792.38
PROJECTED EXPENDITURES THROUGH JUNE 30, 2025	
Affordability Assistance	- \$661,077.71
Administration	- \$421,296.17
Market to Affordable Program	= \$1,347,418.50
Excess Funds for Additional Housing Activity	= \$0.00
TOTAL PROJECTED EXPENDITURES	= \$2,429,792.38
REMAINING BALANCE	= \$0.00

APPENDIX A

Pilesgrove Township

Development Fee Ordinance (Ordinance No. 08-17)



ORDINANCE NO. 08-17

DEVELOPMENT FEE ORDINANCE OF THE TOWNSHIP OF PILESGROVE

1. Purpose

- a) 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.
- b) Pursuant to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from non-residential development.
- c) This ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L.2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This ordinance shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.

2. Basic requirements

- a) This ordinance shall not be effective until approved by COAH or the Court pursuant to N.J.A.C. 5:96-5.1, except that residential fees may be collected pursuant to the previously approved fee ordinance until such time as this ordinance takes effect, and non residential fess shall be collected in accordance with the Statewide Non-Residential Development Fee Act, N.J.S.A. 40:55D-8.1 et seq.
- b) The Township of Pilesgrove shall not spend development fees until COAH or the Court has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

3. Definitions

- a) The following terms, as used in this ordinance, shall have the following meanings:

- i. **"Affordable housing development"** means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.
- ii. **"COAH"** or the **"Council"** means the New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.
- iii. **"Development fee"** means money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.
- iv. **"Developer"** means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.
- v. **"Equalized assessed value"** means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L. 1973, c. 123 (C.54:1-35a through C.54:1-35c).
- vi. **"Green building strategies"** means 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.

4. Residential Development fees

- a) Imposed fees
 - i. Within the Township of Pilesgrove district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for residential development provided no increased density is permitted.
 - ii. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of six (6) percent of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

- b) Eligible exactions, ineligible exactions and exemptions for residential development
- i. Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
 - ii. Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
 - iii. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
 - iv. Structural alterations that do not increase gross floor area of a building or structure or increase the equalized assessed value of a property shall be exempted from paying a development fee.
 - v. Nonprofit organizations constructing residential projects which have received tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, providing current evidence of that status is submitted to the Municipal Clerk, together with a certification that services of the organization are provided at reduced rates to those who establish an inability to pay existing charges, shall be exempted from paying a development fee.
 - vi. Residential reconstruction projects resulting from fire, flood, or natural disaster.

5. Non-residential Development fees

- a) Imposed fees
- i. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

- ii. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
 - iii. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.
- b) Eligible exactions, ineligible exactions and exemptions for non-residential development
- i. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.
 - ii. The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
 - iii. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.
 - iv. A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
 - v. If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Township of Pilesgrove as a lien against the real property of the owner.

6. Collection procedures

- a) Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
- b) For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The Developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- c) The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.
- d) 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.
- e) 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.
- f) 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.
- g) Should the Township of Pilesgrove fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (C.40:55D-8.6).
- h) Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.

i) Appeal of development fees

- 1) 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 Township of Pilesgrove. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
- 2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by Township of Pilesgrove. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

7. **Affordable Housing trust fund**

- a) There is hereby created a separate, interest-bearing housing trust fund to be maintained by the chief financial officer for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
- b) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 1. payments in lieu of on-site construction of affordable units;
 2. developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;
 3. rental income from municipally operated units;
 4. repayments from affordable housing program loans;
 5. recapture funds;
 6. proceeds from the sale of affordable units; and
 7. any other funds collected in connection with Township of Pilesgrove's affordable housing program.
- c) Within seven days from the opening of the trust fund account, Township of Pilesgrove shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the bank, and COAH to permit

COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).

- d) All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH.

8 Use of funds

- a) The expenditure of all funds shall conform to a spending plan approved by COAH. Funds deposited in the housing trust fund may be used for any activity approved by COAH to address the Township of Pilesgrove's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.
- b) Funds shall not be expended to reimburse Township of Pilesgrove for past housing activities.
- c) At least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of median income by region.
 - i. 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.
 - ii. Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income.

- iii. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- d) Township of Pilesgrove may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.
- e) No more than 20 percent of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

9. Monitoring

- a) Township of Pilesgrove shall complete and return to COAH all monitoring forms included in monitoring requirements related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Township of Pilesgrove's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH or approved by the Court. All monitoring reports shall be completed on forms designed by COAH.

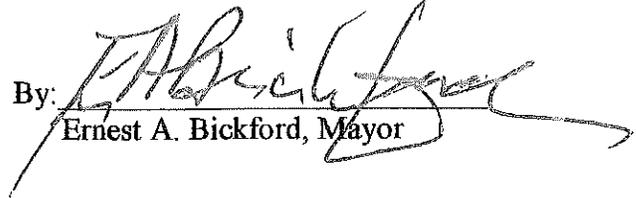
10. Ongoing collection of fees

- a) The ability for the Township of Pilesgrove to impose, collect and expend development fees shall expire with its substantive certification or judgment of compliance unless the Township of Pilesgrove has filed an adopted Housing Element and Fair Share Plan with COAH or the Court, has petitioned for substantive certification or filed a declaratory action pursuant to Section 313 of the New Jersey Fair Housing Act, and has received COAH's or the Court's approval of its development fee ordinance. If the Township of Pilesgrove fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification or judgment of compliance, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320). The Township of Pilesgrove shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its

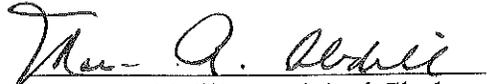
substantive certification or judgment of compliance, nor shall the Township of Pilesgrove retroactively impose a development fee on such a development. The Township of Pilesgrove shall not expend development fees after the expiration of its substantive certification or judgment of compliance.

NOW, THEREFORE, BE IT ORDAINED, by the governing body of the Township of Pilesgrove, this Ordinance shall become effective upon final passage and publication as provided by law.

TOWNSHIP OF PILESGROVE

By: 
Ernest A. Bickford, Mayor

Attest:


Maureen Abdill, Municipal Clerk

Date of Introduction: December 16, 2008

Date of Adoption: December 30, 2008

EXHIBIT E

ORDINANCE NO. 26-01
AFFORDABLE HOUSING ORDINANCE
PILES GROVE TOWNSHIP, SALEM COUNTY

AN ORDINANCE REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 93, ENTITLED "DEVELOPMENT FEES," & CREATING ARTICLE XII OF THE LAND USE ORDINANCE OF THE TOWNSHIP OF PILES GROVE TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT (FHA) AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE TOWNSHIP'S AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the Township of Pilesgrove Planning Board adopted a Fourth Round Housing Element and Fair Share Plan on June 18, 2025 pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Amended Housing Element and Fair Share Plan was endorsed by the Township Committee on June 24, 2025. This Ordinance implements and incorporates the adopted and endorsed Fourth Round Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:99, et seq., as amended and supplemented, N.J.A.C.5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

BE IT ORDAINED by the Township Committee of the Township of Pilesgrove, Salem County, New Jersey, that Chapter 93 is hereby repealed and replaced in its entirety & Article XII of Chapter 145 of the Code of the Township of Pilesgrove is hereby created to include provisions addressing Pilesgrove's constitutional obligation to provide for its fair share of very-low, low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:99, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that very-low, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very-low, low- and moderate-income households shall occupy those units. This Ordinance shall apply except where inconsistent with applicable law.

Section 1. Article XII, entitled "Affordable Housing", of Chapter 145 is hereby created:

Section 145-70 – Affordable Housing

A. Introduction & Applicability

1. This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in Pilesgrove consistent with the provisions outlined in P.L 2024, Chapter 2, including the amended Fair Housing Act ("FHA") at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services ("LPS") at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing ("COAH") at N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls ("UHAC") at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan ("HEFSP").
2. This Ordinance is intended to ensure that very low-, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very low-, low- and moderate-income households shall occupy these units pursuant to statutory requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where inconsistent with applicable law. Low-income Housing Tax Credit financed developments shall adhere to the provisions set forth below in item 5.c. below.
3. The Pilesgrove Planning Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the municipality shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.
4. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L 2024, Chapter 2, the FHA, N.J.A.C. 5:99, NJ Supreme Court upheld COAH

regulations at N.J.A.C. 5:93 and 5:97, and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.

5. Applicability

- a. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created pursuant to the municipality's most recently adopted HEFSP.
- b. This Ordinance shall apply to all developments that contain very low-, low- and moderate-income housing units included in the Municipal HEFSP, including any unanticipated future developments that will provide very low-, low- and moderate-income housing units.
- c. Projects receiving federal Low Income Housing Tax Credit financing and are proposed for credit shall comply with the low/moderate split and bedroom distribution requirements, maximum initial rents and sales prices requirements, affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

B. Definitions

As used herein the following terms shall have the following meanings:

"Accessory apartments" means a residential dwelling unit that provides complete independent living facilities with a private entrance for one or more persons, consisting of provisions for living, sleeping, eating, sanitation, and cooking, including a stove and refrigerator, and is located within a proposed preexisting primary dwelling, within an existing or proposed structure that is an accessory to a dwelling on the same lot, constructed in whole or part as an extension to a proposed or existing primary dwelling, or constructed as a separate detached structure on the same lot as the existing or proposed primary dwelling. Accessory apartments are also referred to as "accessory dwelling units".

"Act" means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Adaptable" means constructed in compliance with the technical design standards of the barrier free subcode adopted by the Commissioner of Community Affairs pursuant to the "State Uniform Construction Code Act," P.L.1975, c. 217 (C.52:27D-119 et seq.) and in accordance with the provisions of section 5 of P.L.2005, c. 350 (C.52:27D-123.15).

"Administrative agent" means the entity approved by the Division responsible for the administration of affordable units, in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

"Affirmative marketing" means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.16.

"Affirmative Marketing Plan" means the municipally adopted plan of strategies from which the administrative agent will choose to implement as part of the Affirmative Marketing requirements.

"Affirmative Marketing Process" or "Program" means the actual undertaking of Affirmative Marketing activities in furtherance of each project with very low- low- and moderate-income units.

"Affordability assistance" means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner's association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code, pursuant to N.J.A.C. 5:99-2.5.

"Affordability average" means an average of the percentage of regional median income at which restricted units in an affordable development are affordable to low- and moderate-income households.

"Affordable" means, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

"Affordable housing development" means a development included in a municipality's housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored affordable housing project, or a 100 percent affordable development. This includes developments with affordable units on-site, off-site, or provided as a payment in-lieu of construction only if such a payment-in-lieu option has been previously approved by the Program or Superior Court as part of the HEFSP. Payments in lieu of construction were invalidated per P.L. 2024, c.2.

"Affordable Housing Dispute Resolution Program" or "the Program" refers to the dispute resolution program established pursuant to N.J.S.A. 52:27D-313.2.

"Affordable Housing Monitoring System" or "AHMS" means the Department's cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

"Affordable Housing Trust Fund" or "AHTF" means that non-lapsing, revolving trust fund established in DCA pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all State funds appropriated for affordable housing purposes. All references to the "Neighborhood Preservation Nonlapsing Revolving Fund" and "Balanced Housing" mean the AHTF.

"Affordable unit" means a housing unit proposed or developed pursuant to the Act, including units created with municipal affordable housing trust funds.

"Age-restricted housing" means a housing unit that is designed to meet the needs of, and is exclusively for, an age-restricted segment of the population such that: 1. All the residents of the development where the unit is situated are 62 years or older; 2. At least 80 percent of the units are occupied by one person that is 55 years or older; or 3. The development has been designated by the Secretary of HUD as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

"Agency" means the New Jersey Housing and Mortgage Finance Agency established by P.L.1983, c. 530 (C.55:14K-1 et seq.).

"Assisted living residence" means a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to ensure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor. Apartment units must offer, at a minimum, one unfurnished room, a private bathroom, a kitchenette, and a lockable door on the unit entrance.

"Barrier-free escrow" means the holding of funds collected to adapt affordable unit entrances to be accessible in accordance with N.J.S.A. 52:27D-311a et seq. Such funds shall be held in a municipal affordable housing trust fund pursuant to N.J.A.C. 5:99-2.6.

"Builder's remedy" means court-imposed site-specific relief for a litigant who seeks to build affordable housing for which the court requires a municipality to utilize zoning techniques, such as mandatory set-asides or density bonuses, including techniques which provide for the economic viability of a residential development by including housing that is not for low- and moderate-income households.

"Certified household" means a household that has been certified by an administrative agent as a very-low-income household, a low-income household, or a moderate-income household.

"CHOICE" means the no-longer-active Choices in Homeownership Incentives for Everyone Program, as it was authorized by the Agency.

"COAH" or the "Council" means the Council on Affordable Housing established in, but not of, DCA pursuant to the Act and that was abolished effective March 20, 2024, pursuant to section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1).

"Commissioner" means the Commissioner of the Department of Community Affairs.

"Compliance certification" means the certification obtained by a municipality pursuant to section 3 of P.L.2024, c. 2 (C.52:27D-304.1), that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round begins, which is also known as a "judgment of compliance" or "judgment of repose." The term "compliance

certification" shall include a judgment of repose granted in an action filed pursuant to section 13 of P.L.1985, c. 222 (C.52:27D-313).

"Construction" means new construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217(N.J.S.A. 52:27D-119 et seq.).

"County-level housing judge" means a judge appointed pursuant to section 5 at P.L. 2024, c. 2, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal Fair Share plans and housing elements with the Act.

"DCA" and "Department" mean the State of New Jersey Department of Community Affairs.

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

"Department" means the New Jersey Department of Community Affairs.

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

"Development" means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any 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 the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

"Development fee" means money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3.

"Dispute Resolution Program" means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-313.2).

"Division" means the Division of Local Planning Services within the Department of Community Affairs.

"Emergent opportunity" means a circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

"Equalized assessed value" or "EAV" means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 at P.L. 1973, c. 123 (N.J.S.A. 54:1-35a, 54:1-35b, and 54:1-35c). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

"Equity share amount" means the product of the price differential and the equity share, with the equity share being the whole number of years that have elapsed since the last non-exempt sale of a restricted ownership unit, divided by 100, except that the equity share may not be less than five percent and may not exceed 30 percent.

"Exit sale" means the first authorized non-exempt sale of a restricted unit following the end of the control period, which sale terminates the affordability controls on the unit.

"Exclusionary zoning litigation" means litigation challenging the fair share plan, housing element, ordinances, or resolutions that implement the fair share plan or housing element of a municipality based on alleged noncompliance with the Act or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a builder's remedy.

"Extension of expiring controls" means extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

"Fair share obligation" means the total of the present need and prospective need, including prior rounds, as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

"Fair share plan" means the plan or proposal, with accompanying ordinances and resolutions, by which a municipality proposes to satisfy its constitutional obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and which addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

"FHA" means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Green Building Strategies" means the 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.

"HMFA" or "the Agency" means the New Jersey Housing and Mortgage Finance Agency established pursuant to P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

"Household income" means a household's gross annual income calculated in a manner consistent with the determination of annual income pursuant to section 8 of the United States Housing Act of 1937 (Section 8), not in accordance with the determination of gross income for Federal income tax liability.

"Housing element" means the portion of a municipality's master plan adopted in accordance with the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-28.b(3) and the Act consisting of reports, statements proposals, maps, diagrams, and text designed to meet the municipality's fair share of its region's present and prospective housing needs, particularly with regard to low- and moderate-income housing, which shall include the municipal present and prospective obligation for affordable housing, determined pursuant to subsection f. at N.J.S.A. 52:27D-304.1.

"Housing region" means a geographic area established pursuant to N.J.S.A. 52:27D-304.2b.

"Inclusionary development" means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low- and moderate-income households.

"Judgment of compliance" or "judgment for repose" means a determination issued by the Superior Court approving a municipality's fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

"Low-income household" means a household with a household income equal to 50 percent or less of the regional median income.

"Low-income unit" means a restricted unit that is affordable to a low-income household.

"Major system" means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

"Mixed use development" means any development that includes both a non-residential development component and a residential development component, and shall include developments for which: (1) there is a common developer for both the residential development component and the non-residential development component, provided that for purposes of this definition, multiple persons and

entities maybe considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2) the residential and non-residential developments are located on the same lot or adjoining lots, including, but not limited to, lots separated by a street, a river, or another geographical feature.

"Moderate-income household" means a household with a household income in excess of 50 percent but less than 80 percent of the regional median income.

"Moderate-income unit" means a restricted unit that is affordable to a moderate-income household.

"MONI" means the no-longer-active Market Oriented Neighborhood Investment Program, as it was authorized by the Agency.

"Municipal housing liaison" or "MHL" means an appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality.

"Municipal affordable housing trust fund" means a separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing previously approved prior to March 20, 2024 (per P.L. 2024, c.2), barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter.

"Municipal development fee ordinance" means an ordinance adopted by the governing body of a municipality that authorizes the collection of development fees.

"New construction" means the creation of a new housing unit under regulation by a code enforcement official regardless of the means by which the unit is created. Newly constructed units are evidenced by the issuance of a certificate of occupancy and may include new residences created through additions and alterations, adaptive reuse, subdivision, or conversion of existing space, and moving a structure from one location to another.

"New Jersey Affordable Housing Trust Fund" means an account established pursuant to N.J.S.A. 52:27D-320.

"New Jersey Housing Resource Center" or "Housing Resource Center" means the online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

"95/5 restriction" means a deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

"Non-exempt sale" means any sale or transfer of ownership of a restricted unit to one's self or to another individual other than the transfer of ownership between spouses or civil union partners; the transfer of ownership between former spouses or civil union partners 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.

"Nonprofit" means an organization granted nonprofit status in accordance with section 501(c)(3) of the Internal Revenue Code.

"Non-residential development" means:

Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;

Hotels, motels, vacation timeshares, and child-care facilities; and

The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A.52:27D-330 et seq.

"Non-residential development fee" means the fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

"Order for repose" means the protection a municipality has from a builder's remedy lawsuit for a period of time from the entry of a judgment of compliance by the Superior Court. A judgment of compliance often results in an order for repose.

"Payment in lieu of constructing affordable units" means the prior approval of the payment of funds to the municipality by a developer when affordable units are were not produced on a site zoned for an inclusionary development. The statutory permission for payments in lieu of constructing affordable units was eliminated per P.L. 2024, c.2.

"Prospective need" means a projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

"Qualified Urban Aid Municipality" means a municipality that meets the criteria established pursuant to N.J.S.A. 52:27D-304.3.c(1).

"Person with a disability" means a person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, the inability to speak or a speech impairment, or physical reliance on a service animal, wheelchair, or other remedial appliance or device.

"Price differential" means the difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

"Prior round unit" means a housing unit that addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing

ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

"Program" means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 of P.L.2024, c. 2 (C.52:27D-313.2).

"Random selection process" means a lottery process by which currently income-eligible applicant-households are selected, at random, for placement in affordable housing units such that no preference is given to one applicant over another, except in the case of a veterans' preference where such an agreement exists; for purposes of matching household income and size with an appropriately priced and sized affordable unit; or another purpose allowed pursuant to N.J.A.C. 5:80-26.7(k)3. This definition excludes any practices that would allow affordable housing units to be leased or sold on a first-come, first-served basis.

"RCA administrator" means an appointed municipal employee who is responsible for oversight and/or administration of affordable units and associated revenues and expenditures within the municipality that were funded through regional contribution agreements.

"RCA project plan" means a past application, submitted by a receiving municipality in an RCA, delineating the manner in which the receiving municipality intended to create or rehabilitate low- and moderate-income housing.

"Receiving municipality" means, for the purposes of an RCA, a municipality that contractually agreed to assume a portion of another municipality's fair share obligation.

"Reconstruction" means any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress and where a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation Subcode of the uniform Construction Code, N.J.A.C. 5:23-6. Reconstruction shall not include projects comprised only of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings. Asbestos hazard abatement and lead hazard abatement projects shall not be classified as reconstruction solely because occupancy of the work area is not permitted.

"Recreational facilities and community centers" means any indoor or outdoor buildings, spaces, structures, or improvements intended for active or passive recreation, including, but not limited to, ballfields, meeting halls, and classrooms, accommodating either organized or informal activity.

"Regional contribution agreement" or "RCA" means a contractual agreement, pursuant to the Act, into which two municipalities voluntarily entered into and was approved by COAH and/or Superior Court prior to July 18, 2008, to transfer a portion of a municipality's affordable housing obligation to another municipality within its housing region.

"Regional median income" means the median income by household size for an applicable housing region, as calculated annually in accordance with N.J.A.C. 5:80-26.3.

"Rehabilitation" means the repair, renovation, alteration, or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

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

"Residential development fee" means money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

"Restricted unit" means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of this subchapter but does not include a market-rate unit that was financed pursuant to UHORP, MONI, or CHOICE.

"Spending plan" means a method of allocating funds contained in an affordable housing trust fund account, which includes, but is not limited to, development fees collected and to be collected pursuant

to an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq., for the purpose of meeting the housing needs of low- and moderate-income individuals.

"State Development and Redevelopment Plan" or "State Plan" means the plan prepared pursuant to sections 1 through 12 of the "State Planning Act," P.L.1985, c. 398 (C.52:18A-196 et al.), designed to represent a balance of development and conservation objectives best suited to meet the needs of the State, and for the purpose of coordinating planning activities and establishing Statewide planning objectives in the areas of land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination pursuant to subsection f. of section 5 of P.L.1985, c. 398 (C.52:18A-200).

"Supportive housing household" means a very low-, low- or moderate-income household certified as income eligible by an administrative agent in accordance with N.J.A.C. 5:80-26.14, in which at least one member is an individual who requires supportive services to maintain housing stability and independent living and who is part of a population identified by federal or state statute, regulation, or program guidance as eligible for supportive or special needs housing. Such populations include, but are not limited to: persons with intellectual or developmental disabilities, persons with serious mental illness, person with head injuries (as defined in Section 2 of P.L. 1977), persons with physical disabilities or chronic health conditions, persons who are homeless as defined by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 578, survivors of domestic violence, youth aging out of foster care, and other special needs populations recognized under programs administered by the U.S. Department of Housing and Urban Development, the Low-Income Housing Tax Credit Program, the McKinney-Vento Act, or the New Jersey Department of Human Services. A supportive housing household may include family members, unrelated individuals, or live-in aides, provided that the household meets the income eligibility requirements of this subchapter, except that in the case of unrelated individuals not operating as a family unit, income eligibility shall be tested on an individual basis rather than in the aggregate; the unit is leased or sold subject to the affordability controls established herein; and the supportive services available to the household are designed to promote housing stability, independent living, and community integration. The determination of whether unrelated individuals are operating as a family unit shall be made based on the applicant's self-identification of household members on the affordable housing application.

"Supportive housing sponsoring program" means grant or loan program which provided financial assistance to the development of the unit.

"Supportive housing unit" means a restricted rental unit that is affordable to very low-, low- or moderate-income households and is reserved for occupancy by a supportive housing household. A supportive housing unit is intended to provide long-term, community-based housing for individuals with intellectual or developmental disabilities, as defined at N.J.S.A. 30:6D-25(b). Such units must be leased subject to the affordability controls established herein; remain subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968) and the project's Affirmative Marketing Program. A supportive housing unit may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services. Supportive housing units are also referred to as permanent supportive housing units.

"Transitional housing" means temporary housing that: (1) includes, but is not limited to, single-room occupancy housing or shared living and supportive living arrangements; (2) provides access to on-site or off-site supportive services for very low-income households who have recently been homeless or lack stable housing; (3) is licensed by the department; and (4) allows households to remain for a minimum of six months.

"Treasurer" means the Treasurer of the State of New Jersey.

"UHAC" means the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26.

"UHORP" means the Agency's Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

"Unit type" means type of dwelling unit with various building standards including but not limited to single-family detached, single-family attached/townhouse, stacked townhouse (attached building containing 2 units each with separate entrances), duplex (detached building containing 2 units each with separate entrances), triplex (3 units each with separate entrance), quadplex (4 units each with separate entrance), multifamily / flat (2 or more units with a shared entrance). Inclusion of a garage, or not, shall not define the unit type.

"Very-low-income household" means a household with a household income less than or equal to 30 percent of the regional median income.

"Very-low-income housing" means housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

"Very-low-income unit" means a restricted unit that is affordable to a very-low-income household.

"Veteran" means a veteran as defined at N.J.S.A. 54:4-8.10.

"Veterans' preference" means the agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

"Weatherization" means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors and is considered a major system for rehabilitation.

C. Monitoring and Reporting Requirements

1. The municipality shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:
 - a. The municipality shall provide electronic monitoring data with the Department pursuant to P.L. 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department's website at <https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml>.
 - b. On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal 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, for the previous year from January 1st to December 31st.
 - c. On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

D. Affordable Housing Programs

1. Pursuant to amended UHAC regulations at N.J.A.C. 5:80-26.1 et seq. and, in addition, pursuant to P.L. 2024, c.2 and specifically to the amended FHA at N.J.S.A. 52:27D-311.m, "All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L. 2024, c.2, or binding court decisions." The following are many of the main provisions of the COAH regulations at either N.J.A.C. 5:93 or 5:97 that have been upheld by the NJ Supreme Court. Municipalities should consult the cited full COAH regulations when

- preparing the HEFSP for required documentation, etc. Additional compliance details may also be included in the specific municipal program manual.
2. Rehabilitation Programs (per N.J.A.C. 5:93-5.2 with updated provisions herein per N.J.A.C. 5:97-6.2 related to credit towards a municipal present need obligation).
 - a. The rehabilitation program shall be designed to renovate deficient housing units occupied or intended to be occupied by very low-, low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28-1.1 et seq or the Rehabilitation Subcode, N.J.A.C. 5:23-6 to the extent applicable.
 - b. Both ownership and rental units shall be eligible for rehabilitation funds.
 - c. All rehabilitated units shall remain affordable to very low-, low- and moderate-income households for a period of 10 years (the control period). For owner-occupied units, the control period shall be enforced with a mortgage and note and for renter-occupied units the control period will be enforced with a deed restriction.
 - d. The municipality shall dedicate a minimum average hard cost of \$10,000 for each unit to be rehabilitated through this program and in addition shall dedicate associated rehabilitation program soft costs such as case management, inspection fees and work write-ups.
 - e. The municipality shall designate, subject to the approval of the Department, one or more Administrative Agents to administer the rehabilitation program in accordance with P.L 2024, Chapter 2. The Administrative Agent(s) shall provide rehabilitation manuals for ownership and rental rehabilitation programs. Manuals shall be adopted by resolution of the governing body. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and on the municipal affordable housing web page.
 - f. Households determined to be very low-, low-, or moderate-income may participate in a rehabilitation program. Rehabilitated units shall be exempt from the very low-income requirements, low/mod split, and bedroom distribution requirements of UHAC, but shall be administered in accordance with the following:
 - i. If a unit is vacant at the time of rehabilitation, or if a rehabilitated unit becomes vacant and is re-rented before the expiration of the affordability controls, the deed restriction shall require that the unit be rented to a low- or moderate-income household at an affordable rent.
 - ii. If a rental unit is occupied by a tenant at the time rehabilitation is completed, the rent charged after rehabilitation shall not exceed the lesser of the tenant's current rent or the maximum rent permitted under UHAC.
 - iii. Rents in rehabilitated units may increase annually based on the standards in UHAC.
 - iv. At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.
 - E. New Construction Programs (per N.J.A.C. 5:93 as may be updated per various sections in N.J.A.C. 5:97 and N.J.S.A. 52:27D-301 et seq.).
 1. The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.
 2. Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Issued a Temporary or Final Certificate of Occupancy	Minimum Percentage of Affordable Units Issued a Temporary or Final Certificate of Occupancy
25+1	10
50	50
75	75
90	100

3. Design. The following design requirements apply to affordable housing developments, excluding prior round units.
 - a. Design of 100 percent affordable developments:
 - i. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - ii. Each bedroom in each restricted unit must have at least one window.
 - iii. Restricted units must include adequate air conditioning and heating.
 - b. Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to prior round units, unless stated otherwise.
 - i. Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - ii. Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.
 - iii. Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.
 - iv. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - v. Restricted units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to prior round units.
 - vi. Each bedroom in each restricted unit must have at least one window.
 - vii. Restricted units must be of the same unit type as market-rate units within the same building.
 - viii. Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

- c. Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:
- i. Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - ii. Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.
 - iii. Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher priced end townhouses may be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.
 - iv. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - v. Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s).
 - vi. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - vii. Each bedroom in each restricted unit must have at least one window; and
 - viii. Restricted units must include adequate air conditioning and heating.
4. Utilities.
- a. Affordable units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development.
 - b. 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 in accordance with N.J.AC 5:80-26.13(e).
5. Low/moderate split and bedroom distribution:
- a. Affordable units shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.
 - b. In each affordable housing development, at least 50% of the restricted units within each bedroom distribution rounded up to the nearest whole number shall be very low- or low-income units.
 - c. Within rental developments, of the total number of affordable rental units, at least 13%, rounded up to the nearest whole number, shall be affordable to very low-income households. The very low-income units shall be distributed between each bedroom count as proportionally as

possible, to the nearest whole unit, to the total number of restricted units within each bedroom count, and counted as part of the required number of low-income units within the development.

- d. Affordable housing developments that are not age-restricted or supportive housing shall be structured such that:
 - i. At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;
 - ii. Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;
 - iii. The combined number of efficiency and one-bedroom units shall be no greater than 20%, rounded down, of the total number of low- and moderate-income units.
 - iv. At least 30% of all low- and moderate-income units, rounded up shall be two-bedroom units.
 - v. At least 20% of all low- and moderate-income units, rounded up shall be three-bedroom units.
 - vi. The remaining units may be allocated among two- and three- bedroom units at the discretion of the developer.
 - e. Affordable housing developments that are age-restricted or supportive housing, except those supportive housing units whose sponsoring program determines the unit arrangements, shall be structured such that, at a minimum, the number of bedrooms shall equal the number of age-restricted or supportive housing low- and moderate-income units within the inclusionary development. Supportive housing units whose sponsoring program determines the unit arrangement shall comply with all requirements of the sponsoring program. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit. In affordable housing developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom units must comprise at least 5% of those restricted units.
6. Accessibility requirements.
- a. Any new construction shall be adaptable; however, elevators shall not be required in any building or within any dwelling unit for the purpose of compliance with this section. In buildings without elevator service, only ground floor dwelling units shall be required to be constructed to conform with the technical design standards of the barrier free subcode. "Ground floor" means the first floor with a dwelling unit or portion of a dwelling unit, regardless of whether that floor is at grade. A building may have more than one ground floor.
 - b. Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multifloor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:
 - i. An adaptable toilet and bathing facility on the first floor;
 - ii. An adaptable kitchen on the first floor;
 - iii. An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;
 - iv. An adaptable room that can be used as a bedroom, with a door, or the casing for the installation of a door that is compliant with the Barrier Free Subcode, on the first floor;
 - v. If not all of the foregoing requirements in b.i. through b.iv. can be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and
 - vi. An accessible entranceway as set forth in 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 municipality has

collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:

- (a) 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.
 - (b) To this end, the builder of restricted units shall deposit funds within the Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
 - (c) The funds deposited shall be expended for the sole purpose of making the adaptable entrance of an 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.
 - (d) The developer of the restricted units shall submit to the Construction Official a design plan and cost estimate for the conversion from adaptable to accessible entrances.
 - (e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets 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 Affordable Housing Trust Fund and earmarked appropriately.
- vii. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site-impracticable" to meet the requirements. If full compliance with this section would be site impracticable, compliance with this section for any portion of the dwelling shall be required to the extent that it is not site impracticable. Determinations of site impracticability shall comply with the Barrier Free Subcode at N.J.A.C. 5:23-7.

7. Market to Affordable program (per N.J.A.C. 5:97-6.9).

- a. The market to affordable program permits the purchase or subsidization of unrestricted units through a mortgage write-down provided to an income-certified buyer or through a sale or rental as a low- or moderate-income unit to an income-eligible household. The market to affordable program may produce both low- and moderate-income units.
- b. At the time they are offered for sale or rental, eligible units may be new, pre-owned or vacant.
- c. The units shall be certified to be in sound condition as a result of an inspection performed by a licensed building inspector.
- d. A minimum subsidy of \$25,000 per moderate-income unit and/or \$30,000 per low-income unit shall be provided, with additional subsidy depending on the market prices or rents in a municipality.
- e. The units shall comply with UHAC with the following exceptions:
 - i. Bedroom distribution (N.J.A.C. 5:80-26.4).
 - ii. Low/moderate income split (N.J.A.C. 5:80-26.4).
- f. Affordability average (N.J.A.C. 5:80-26.4); however:
 - i. The maximum rent for a moderate-income unit shall be affordable to households earning no more than 60 percent of median income and the maximum rent for a low-income unit shall be affordable to households earning no more than 44 percent of median income; and
 - ii. The maximum sales price for a moderate-income unit shall be affordable to households earning no more than 70 percent of median income and the maximum sales price for a low-income unit shall be affordable to households earning no more than 40 percent of median income.

8. Extension of Controls Program (for ownership units per N.J.A.C. 5:97-6.14 and UHAC at N.J.A.C. 5:80-26.6(h) through (k) and (m); and for rental units per N.J.A.C. 5:97-6.14 and N.J.A.C. 5:80-26.12(h) through (k)).
 - a. An extension of affordability controls program is established to maintain and extend the affordability of deed restricted units scheduled to come out of their affordability control period, subject to N.J.A.C. 5:97-6.14 and UHAC, including the following:
 - i. The affordable unit meets the criteria for prior cycle (April 1, 1980 - December 15, 1986) or post December 15, 1986 credits set forth in N.J.A.C. 5:97.
 - ii. The affordability controls for the unit are scheduled to expire in the current round; or in the next round of housing obligations if the municipal election to extend controls is made no earlier than one year before the end of the current round;
 - iii. The municipality shall obtain a continuing certificate of occupancy or a certified statement from the municipal building inspector stating that the restricted unit meets all code standards.
 - iv. If a unit requires repair and/or rehabilitation work in order to receive a continuing certificate of occupancy or certified statement from the municipal building inspector, the municipality shall fund and complete the work.
 - v. The municipality shall adhere to the process for extending controls pursuant to UHAC for extending ownership units and rental units, either inclusionary or 100% affordable developments.
 - vi. The deed restriction for the extended control period shall be filed with the County Clerk.
9. Assisted Living Residence (per N.J.A.C. 5:97-6.11).
 - a. An assisted living residence is a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to assure that assisted living services are available. All or a designated number of apartments in the facility shall be restricted to low- and moderate-income households.
 - b. The unit of credit shall be the apartment. However, a two-bedroom apartment shall be eligible for two units of credit if it is restricted to two unrelated individuals.
 - c. A recipient of a Medicaid waiver shall automatically qualify as a low- or moderate-income household.
 - d. Assisted living units are considered age-restricted housing in a HEFSP and shall be included with the maximum number of units that may be age-restricted.
 - e. Low- and moderate-income residents cannot be charged any upfront fees.
 - f. The units shall comply with UHAC with the following exceptions:
 - i. Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;
 - ii. The deed restriction may be on the facility, rather than individual apartments or rooms;
 - iii. Low/moderate income split and affordability average (N.J.A.C. 5:80-26.4); only if all of the affordable units are affordable to households at a maximum of 60 percent of median income; and
 - g. Tenant income eligibility (N.J.A.C. 5:80-26.14); up to 80 percent of an applicant's gross income may be used for rent, food and services based on occupancy type and the affordable unit must receive the same basic services as required by the Agency's underwriting guidelines and financing policies. The cost of non-housing related services shall not exceed one and two-thirds times the rent established for each unit.
10. Supportive Housing and Group Homes (per N.J.A.C. 5:97-6.10).

- a. The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:
 - i. The unit of credit shall be the bedroom. However, the unit of credit shall be the unit if occupied by a single person or household.
 - ii. Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.
 - iii. Occupancy shall not be restricted to youth under 18 years of age.
 - iv. In affordable developments with 20 or more restricted units that are supportive housing, two-bedroom units must compose at least five percent of those restricted units.
 - v. The bedrooms and/or units shall comply with UHAC with the following exceptions:
 - (a) Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing and supportive shared living housing shall be affirmatively marketed to broadest possible population of qualified individuals with special needs in accordance with a plan approved by the sponsoring program;
 - (b) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).
 - vi. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have the appropriate controls on affordability in accordance with the Act. In the event that a supportive housing provider is unable to record or execute a long-term deed restriction, the units shall be subject to annual recertification by the Municipal Housing Liaison to confirm continued occupancy and compliance with this Section.
 - vii. Objective standards shall be applied in the selection of tenants for supportive housing units and shall be designed to ensure that individuals are not excluded in an arbitrary or capricious manner.
 - viii. The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:
 - (a) An Affirmative Marketing Plan in accordance with D1 above; and
 - (b) If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.
 - ix. The sponsor/owner shall complete annual monitoring as directed by the MHL.

F. Regional Income Limits.

1. Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.
2. Regional income limits are based on regional median income, which is established by a regional weighted average of the "median family incomes" published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.
3. Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.

G. Maximum Initial 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 N.J.A.C. 5:80-26.4.
2. The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.
3. The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more than 60% of regional median income.
4. 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 households earning no more than 30% of median income. These very low-income units shall be part of the low-income requirement and very-low-income units should be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count.
5. The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70% of median income, and each affordable housing development must achieve an affordability average that does not exceed 55% for all 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 when the number of low- and moderate-income units permits.
6. The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special assessments to be paid by low- and moderate-income purchasers and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.
7. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted family units, the following standards shall be met:
 - a. A studio or efficiency unit 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
 - e. A four-bedroom unit shall be affordable to a six-person household.
8. In determining the initial rents and sales prices for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted and special needs and supportive housing developments, the following standards shall be met:
 - a. A studio or efficiency unit 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. Where pricing is based on two one-person households, the developer shall provide a list of units so priced to the Municipal Housing Liaison and the Administrative Agent.
9. 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 percent of the purchase price and the FreddieMac 30-Year Fixed Rate-Mortgage rate of interest), property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30 percent of the eligible monthly income of the appropriate size household as determined pursuant to N.J.A.C. 5:80-26.7, as may be amended and supplemented;

provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.

10. The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented. The initial rent for a restricted rental unit shall be calculated so the eligible monthly housing expenses/income, including an allowance for tenant-paid utilities does not exceed 30 percent of gross income of and the appropriate household size as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented.
11. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following proper notice provided to the occupant household pursuant to N.J.S.A. 2A:18-61.1.f, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." Rent increases for units constructed pursuant to Low-Income Housing Tax Credit regulations shall be indexed pursuant to the regulations governing Low-Income Housing Tax Credits.

H. Affirmative Marketing.

1. The municipality shall adopt, by resolution, an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.
2. 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 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 Housing Region 6 and is required to be followed throughout the period of deed restriction.
3. The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences.
 - a. Where the municipality has entered into an agreement with a developer or residential development owner to provide a preference for very-low-, low-, and moderate-income veterans who served in time of war or other emergency, pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.
 - b. There shall be a regional preference for all households that live and/or work in Housing Region 6 comprising Atlantic, Cape May, Cumberland, & Salem Counties.
 - c. Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.
 - d. With respect to existing restricted units undergoing approved rehabilitation for the purpose of preservation or to restricted units newly created to replace existing restricted units undergoing demolition, a preference for the very-low-, low-, and moderate-income households that are displaced by the rehabilitation or demolition and replacement.
4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Process, including the marketing of initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the

municipality shall implement the Affirmative Marketing Process to ensure the Affirmative Marketing of all affordable units, with the exception of affordable programs that are exempt from Affirmative Marketing as noted herein.

5. The Affirmative Marketing Process shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Process, the Administrative Agent shall consider the use of language translations where appropriate.
 6. Applications for affordable housing or notices thereof, if offered online, shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and municipal library in the municipality in which the units are located; and the developer's rental or sales office. The developer shall mail applications to prospective applicants upon request and shall make applications available through a secure online website address.
 7. In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph.
 8. In implementing the Affirmative Marketing Process, 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.
 9. The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
 10. The cost to affirmatively market the affordable units shall be the responsibility of the developer, sponsor or owner, with the exception of Affirmative Marketing for resales.
- I. Selection of Occupants of Affordable Housing Units.
1. The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.
 2. A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.
- J. Occupancy Standards.
1. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - a. Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;
 - b. Provide a bedroom for every two adult occupants;
 - c. With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and
 - d. Avoid placing a one-person household into a unit with more than one bedroom.
- K. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.
1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.
 2. Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).

3. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.
 4. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.
 5. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:
 - a. If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
 - b. If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.
 6. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
 7. 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 without the restrictions in place.
 8. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted 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.
 9. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.
- L. Price Restrictions for Restricted Ownership Units and Resale Prices.
1. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:
 - a. The initial purchase price and affordability percentage for a restricted ownership unit shall be set 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 standards set forth in N.J.A.C. 5:80-26.7.
 - i. If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.
 - ii. If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3
 - c. 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 anticipated capital improvements. Eligible capital improvements shall be:
 - i. those that render the unit suitable for a larger household or the addition of a bathroom.

- ii. The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);
 - d. No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital improvements are subject to 10-year, straight-line depreciation.
2. 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 but shall be separate and apart from any contract of sale for the underlying real estate. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price of the air conditioning equipment, which shall be subject to 10-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 seller 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.

M. Buyer Income Eligibility.

1. Buyer income eligibility for restricted ownership units shall be established pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that very low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 30% of median income, low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for occupancy by households with a gross household income less than 80% of median income.
2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.
3. 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.

4. 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, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;
 - b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or
 - c. The household is currently in substandard or overcrowded living conditions;
 - d. The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

N. Limitations on Indebtedness Secured by Ownership Unit; Subordination.

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
2. With the exception of original purchase money mortgages, neither an owner nor a lender shall at any time during the control period 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. 5:80-26.7(c).

O. Control Periods for Restricted Rental Units.

1. Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432 and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.
2. Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.
3. The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.
4. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years.
5. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
6. 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. The deed restriction shall be recorded by the developer with the county records office, and provided as filed and recorded, to the Administrative Agent within 30 days of the receipt of a certificate of occupancy.

7. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - a. Sublease or assignment of the lease of the unit;
 - b. Sale or other voluntary transfer of the ownership of the unit;
 - c. The entry and enforcement of any judgment of foreclosure on the property containing the unit; or
 - d. The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

P. Rent Restrictions for Rental Units; Leases and Fees.

1. The initial rent for a restricted rental unit shall be set by the Administrative Agent.
2. 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 retained on file by the Administrative Agent.
3. No additional fees, operating costs, 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.
 - a. Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.
4. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
5. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.
6. Pet fees may not exceed \$30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
7. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
8. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

Q. Tenant Income Eligibility.

1. Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:
 - a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median income by household size.
 - b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median income by household size.

- c. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median income by household size.
2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income or moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - c. The household is currently in substandard or overcrowded living conditions;
 - d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
3. The applicant shall file documentation sufficient to establish the existence of any of the circumstances in 2.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

R. Municipal Housing Liaison.

1. The Municipal Housing Liaison shall be approved by municipal resolution.
2. The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in in N.J.A.C. 5:99-1 et seq.
3. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program, including the following responsibilities, which may not be contracted out to the Administrative Agent:
 - a. Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents and interested households.
 - b. The oversight of the Affirmative Marketing Plan and affordability controls.
 - c. When applicable, overseeing and monitoring any contracting Administrative Agent.
 - d. Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.
 - e. Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
 - f. Coordinating meetings with affordable housing providers and administrative agents, as needed.
 - g. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
 - h. Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.

- i. Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.
- j. Listing on the municipal website contact information for the MHL and Administrative Agents.

S. Administrative Agent.

1. All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.
2. The fees for administrative agents shall be paid as follows:
 - a. Administrative agent fees related to rental units shall be paid by the developer/owner.
 - b. Administrative agent fees related to initial sale of units shall be paid by the developer.
 - c. Administrative agent fees related to resales shall be paid by the seller of the affordable home.
 - d. Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.
3. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.
4. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7 and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:
 - a. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
 - b. Affirmative marketing:
 - i. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality and the provisions of N.J.A.C. 5:80-26.16.
 - ii. Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.
 - c. Household certification.
 - i. Soliciting, scheduling, conducting and following up on interviews with interested households.
 - ii. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - iii. Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.
 - iv. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.
 - v. Creating and maintaining a referral list of eligible applicant households living in the housing region, and eligible applicant households with members working in the housing region, where the units are located.

- vi. Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
- d. Affordability controls.
 - i. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.
 - ii. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.
 - iii. Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.
 - iv. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.
- e. Records retention.
 - i. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.
 - ii. Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a municipality constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.
- f. Resales and re-rentals.
 - i. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.
 - ii. Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households regarding the availability of restricted units for resale or re-rental.
- g. Processing requests from unit owners.
 - i. Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.
 - ii. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.
 - iii. Notifying the municipality of an owner's intent to sell a restricted unit.
 - iv. Making determinations on requests by owners of restricted units for hardship waivers.
- h. Enforcement.
 - i. Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
 - ii. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
 - iii. Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;

- iv. Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and
 - v. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.
 - i. The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.
- T. Responsibilities of The Owner of a development containing affordable units.
1. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:
 - a. Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.
 - b. The total number of units in the project and the number of affordable units.
 - c. The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.
 - d. Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.
 - e. A projected construction schedule.
 - f. The location of any common areas and elevators.
 - g. The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.
 2. In addition to A above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:
 - a. Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.
 - b. Provide to the administrative agent a description of any applicable fees.
 - c. Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.
 - d. Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.
 - e. Provide to the administrative agent a proposed form of lease for any rental units.
 - f. Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive than the tenant selection criteria for applicants for non-restricted units.
 - g. Strive to maintain the continued occupancy of the affordable units during the entire restricted period.

3. In addition to A, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:
 - a. Proposed pricing for all units, including any purchaser options and add-on items.
 - b. Condominium or homeowner association fees and any other applicable fees.
 - c. Estimated real property taxes.
 - d. Sewer, water, trash disposal, and any other utility assessments.
 - e. Flood insurance requirement, if applicable.
 - f. The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

U. Enforcement of Affordable Housing Regulations

1. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
2. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
 - i. A fine of not more than \$1,000 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that 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;
 - ii. 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 Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - iii. In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
3. The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be \$5,000, the fine for the second offense of noncompliance shall be \$10,000, and the fine for each subsequent offense of noncompliance shall be \$15,000.
4. 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- or moderate-income unit.
 - a. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable 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.
- b. 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- or 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 the full 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 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.
 - c. Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
 - d. 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 affordable 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 affordable 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 that would have been realized from an actual sale as previously described.
 - e. Failure of the low- or 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 that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.
 - f. The affordable unit 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.
5. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable

unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.

6. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.
7. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.
8. Appeals
 - a. Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

Section 2. Chapter 93, entitled "Development Fees," is hereby repealed and replaced in its entirety by the following:

Development Fees.

A. Purpose

1. This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2), N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

B. Basic Requirements

1. The municipality previously adopted a development fee ordinance, which established the Municipal Affordable Housing Trust Fund.
2. The municipality shall not spend development fees until the court has approved a plan for spending such fees.

C. Residential Development Fees

1. Imposed fees
 - a. Residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.0% of the equalized assessed value for residential development, provided 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.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.0% of the equalized assessed value on the first two units; and the specified higher percentage of 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

2. Eligible exactions, ineligible exactions and exemptions for residential development

- a. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2, shall be exempt from development fees.
- b. Developments that have received preliminary or final site plan approval prior to the adoption of this ordinance and any preceding ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building 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. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
- d. No development fee shall be collected for the demolition and replacement of a residential building resulting from a fire or natural disaster.

D. Non-Residential Development Fees

1. Imposition of fees

- a. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
- b. Within all zoning districts, non-residential 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 non-residential purposes.
- c. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure; i.e., land and improvements; and such calculation shall be made at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

2. Eligible exactions, ineligible exactions and exemptions for non-residential development

- a. The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to a 2.5% development fee, unless otherwise exempted below.

- b. The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
3. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.
4. A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
5. If a property that was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the municipality as a lien against the real property of the owner.

E. Collection Procedures

1. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
2. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption," to be completed by the developer as per the instructions provided in the Form N-RDF. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided on Form N-RDF. The tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
3. The construction official responsible for the issuance of a building permit shall notify the tax assessor of the issuance of the first construction permit for a development that is subject to a development fee.
4. Within 90 days of receipt of that notice, the tax assessor shall provide an estimate, based on the plans filed, of the equalized assessed value of the development.
5. The construction official responsible for the issuance of a final certificate of occupancy shall notify the tax assessor of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.
6. Within 10 business days of a request for the scheduling of a final inspection, the tax assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
7. Should the municipality 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. Fifty percent (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 time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the construction permit and that determined at the time of issuance of certificate of occupancy.

F. Appeal of development fees

1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
2. A developer may challenge non-residential development fees imposed by filing a challenge with the director of the Division of Taxation. Pending a review and determination by the director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

G. Affordable Housing Trust Fund

1. A separate, interest-bearing Municipal Affordable Housing Trust Fund shall be maintained by the chief financial officer of the municipality for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
2. The following additional funds shall be deposited in the Municipal Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - a. Payments in lieu of on-site construction of an affordable unit, where previously permitted by ordinance or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2;
 - b. Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit 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 municipal affordable housing program including but not limited to interest earned on fund deposits.
3. The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.
4. Occurrence of any of the following deficiencies may result in the Division requiring the forfeiture of all or a portion of the funds in the municipal Affordable Housing Trust Fund:
 - a. Failure to meet deadlines for information required by the Division in its review of a development fee ordinance;
 - b. Failure to commit or expend development fees within four years of the date of collection in accordance with N.J.A.C. 5:99-5.5;
 - c. Failure to comply with the requirements of the Non-Residential Development Fee Act and N.J.A.C. 5:99-3;
 - d. Failure to submit accurate monitoring reports pursuant to this subchapter within the time limits imposed by the Act, this chapter, and/or the Division;

- e. Expenditure of funds on activities not approved by the Superior Court or otherwise permitted by law;
 - f. Revocation of compliance certification or a judgment of compliance and repose;
 - g. Failure of a municipal housing liaison or administrative agent to comply with the requirements set forth at N.J.A.C. 5:99-6, 7, and 8;
 - h. Other good cause demonstrating that municipal affordable housing funds are not being used for an approved purpose.
5. All interest accrued in the housing trust fund shall only be used on eligible affordable housing purposes approved by the Court.

H. Use of Funds

1. The expenditure of all funds shall conform to a Spending Plan approved by Superior Court. Funds deposited in the municipal Affordable Housing Trust Fund may be used for any activity approved by the Court to address the fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market-to-affordable program; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost-saving and in accordance with accepted national or state standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by Superior Court and specified in the approved Spending Plan.
2. Funds shall not be expended to reimburse the municipality or activities that occurred prior to the authorization of a municipality to collect development fees.
3. At least a portion of all development fees collected and interest earned shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. A portion of the development fees which provide affordability assistance shall be used to provide affordability assistance to very low-income households.
 - 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, infrastructure assistance, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.
 - b. Affordability assistance for very low income households may include producing very low-income units or 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.
4. No more than 20% of all affordable housing trust funds, exclusive of those collected to fund an RCA prior to July 17, 2008, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare and implement a Housing Element and Fair Share Plan, administer an Affirmative Marketing Program and for compliance with the Superior Court and the Program including the costs to the municipality of resolving a challenge.

I. Monitoring

1. On or before February 15 of each year, the municipality shall provide annual electronic data reporting of trust fund activity for the previous year from January 1st to December 31st through the AHMS Reporting System. This reporting shall include an accounting of all Municipal Affordable Housing Trust Fund activity, including the sources and amounts of all 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 non-residential developers, previously eligible payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the municipality prior to the March 20, 2024 statutory elimination per P.L. 2024, c.4), funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds collected in connection with municipal housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

J. Ongoing Collection of Fees

1. The ability to impose, collect and expend development fees shall continue so long as the municipality retains authorization from the Court in the form of Compliance Certification or the good faith effort to obtain it.
2. If the municipality 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 (C. 52:27D-320).

K. Emergent Affordable Housing Opportunities. Requests to expend affordable housing trust funds on emergent affordable housing opportunities not included in the municipal fair share plan shall be made to the Division and shall be in the form of a governing body resolution. Any request shall be consistent with N.J.A.C. 5:99-4.1.

Section 3. Repealer

All ordinances or code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 4. Severability

If any section, subsection, paragraph, sentence or any other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.

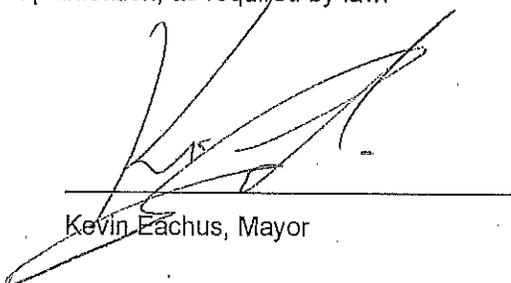
Section 5. Effective Date

This ordinance shall take effect upon its passage and publication, as required by law.

ATTEST:



Melissa Fackler, Clerk



Kevin Eachus, Mayor

CERTIFICATION

I hereby certify the above to be a true copy of Ordinance No. 26-01 that was introduced and passed on first reading by the Pilesgrove Township Committee at a public meeting held on February 10, 2026 and adopted following second reading and a public hearing held on March 10, 2026 at 7:00 p.m., at the Pilesgrove Township Municipal Building, 1180 Route 40, Pilesgrove, New Jersey, 08098.



Melissa Fackler, Clerk

3/11/2026

Date

EXHIBIT F

**PILESGROVE TOWNSHIP
RESOLUTION 26-037**

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
PILESGROVE ADOPTING AN AFFORDABILITY ASSISTANCE PROGRAM
MANUAL**

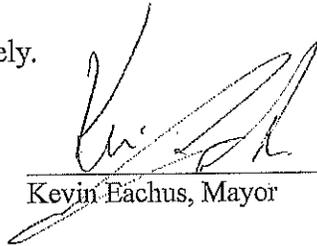
WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act; and

WHEREAS, on November 6, 2025, the Uniform Housing Affordability Controls (“UHAC”) were updated and amended; and

WHEREAS, to ensure that the Township’s Affordability Assistance Program Manual conforms with UHAC as amended, the Township will adopt an updated manual;

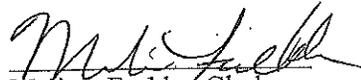
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Pilesgrove, County of Salem, State of New Jersey as follows:

1. The Township Committee hereby adopts an Affordability Assistance Program Manual attached hereto as Exhibit A.
2. This Resolution shall take effect immediately.



Kevin Eachus, Mayor

ATTEST:

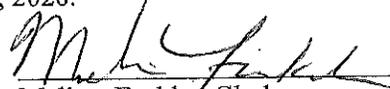


Melissa Fackler, Clerk

March 10, 2026

CERTIFICATION

I hereby certify that this is a true copy of a Resolution adopted by the Township Committee of the Township of Pilesgrove at a meeting held the 10th day of March, 2026.



Melissa Fackler, Clerk

*In Accordance with the
Uniform Housing
Affordability Controls*



TOWNSHIP *of* PILESGROVE

Affordability Assistance Manual

For the Administration of
the Affordable
Housing Program

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INTRODUCTION

The purpose of this Manual is to describe the policies and procedures of the Affordability Assistance Program. This Manual describes the basic content and operation of the various affordable assistance program components.

In accordance with the Fair Housing Act Adopted New Rules: N.J.A.C. 5:99 - 2.5, a municipality shall set aside a portion of its affordable housing trust fund for the purpose of providing affordability assistance to low- and moderate-income households in affordable units included in a municipal fair share plan, in accordance with N.J.A.C. 5:99-2.5. Affordability assistance means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner's association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code. N.J.A.C. 5:99-2.5.

I. TYPES OF AFFORDABILITY ASSISTANCE

The types of affordability assistance offered are listed below. The specifics of each type are summarized in Exhibit 1. No ongoing or monthly assistance options are currently available.

- A. EMERGENCY AND HEALTH/SAFETY REPAIRS** – Affordability Assistance funding is available to assist owners of low-and moderate-units to make emergency and/or health and safety related repairs that they do not have the financial resources to make otherwise. Funding will not be provided for standard maintenance items, work covered by the homeowner association, damage covered by homeowner insurance and/ or minor repairs such as small areas of peeling paint or other items that can be addressed easily by the homeowner. This funding will help preserve the affordable deed restricted housing stock and the residents who reside in the homes. Only units in the Municipality's Fair Share Plan (portfolio of affordable units) are eligible to apply. The maximum combined grant available to any one affordable home will be \$10,000.
- B. ENERGY EFFICIENCY PROGRAM (EEP)** - This program makes available zero interest forgivable loans to income-qualified Owners of deed restricted affordable homes in the Municipality. The following Energy Efficiency upgrades/replacements are eligible:
- HVAC or heat pump equipment;
 - Hot water heater;
 - Windows and doors

The maximum combined grant available to any one affordable home will be \$10,000. By replacing existing heating /cooling (HVAC) systems, windows, doors and/or hot water heaters with new, high

energy efficiency standards, the goal of this program is to save energy and reduce the energy-related costs for low- and moderate-income households, while maintaining a high level of comfort.

- C. CREATE ADDITIONAL VERY LOW-INCOME UNITS** – Affordability assistance may be utilized to create additional very low-income units by converting a moderate or low-income unit into a very low-income unit in new developments. The affordability assistance will result in additional very low-income units beyond what is required by state affordable housing rules. The Municipality may negotiate with developers of inclusionary developments to determine the appropriate amount of subsidy required to make the unit affordable to a very low-income household.
- D. FIRST MONTHS RENT ASSISTANCE (SECURITY DEPOSIT ASSISTANCE)** - This program makes available grants to income-qualified tenants of deed restricted affordable apartments in the Municipality in an amount equal to the amount of rent that the landlord charges for the first month of occupancy. The grant will be available to all new tenants of very low-, low- and moderate- income rental units. The Maximum grant will be \$2,500.00
- E. DOWN PAYMENT ASSISTANCE** - The Municipality Down Payment Assistance Program is designed to help low- and moderate-income households achieve the goal of homeownership. This program will provide a no interest, forgivable loan to homebuyers of deed restricted affordable properties within the Municipality to use as a principal down payment and/or closing costs. The goal of the program is to provide financial assistance to income-qualified homebuyers moving to the Municipality. The maximum grant is \$10,000.00
- F. HOMEOWNERSHIP ASSISTANCE PROGRAM** - The Program is designed to help low- and moderate-income homeowners retain stable finances. This program will provide a no interest, forgivable loan to homeowners of deed restricted affordable properties within the Municipality who are in arrears with mortgage payments, taxes, utility payments, special assessments, or homeowners' fees. Funds are made available through the Municipality's Affordable Housing Trust Fund. The goal of the program is to provide financial assistance to income-qualified homeowners. The maximum grant is \$10,000.00.

ELIGIBILITY

Applications submitted for affordability assistance will be provided on a first come-first-served basis according to the following criteria, as applicable:

1. There are affordability assistance funds remaining in the Housing Trust Fund for the year.
2. The applicant owns a deed restricted affordable unit in the Municipality that they maintain as their primary residence.
3. The applicant rents a deed restricted affordable unit in the Municipality.
4. The applicant has not received an affordability assistance in the past. (Only one award per household is permitted. This requirement can be waived on a case-by-case basis)
5. Applicants applying for repairs will require income certification at the time of application.

6. Applicants applying for repairs, must show proof that property taxes, municipal utilities and, if applicable, mortgage and homeowner association fee are paid current.
7. Applicants applying for repairs must show proof that the needed improvements will remediate a serious threat to the health and/or safety of the building's residents.

REPAYMENT TERMS & REPAYMENT AGREEMENT

When required, loans for properties participating in the Affordability Assistance Program shall be secured through a Mortgage and Mortgage Note in favor of the municipality and executed by the property owner. The Mortgage and Mortgage Note will be executed at closing. The original mortgage note shall be retained by the Municipality Clerk and kept in the unit file. The Administrative Agent will send the affordability assistance Mortgage requiring recording to the Municipality. Upon receipt the Municipality will file said document with the County Clerk's office.

When required, the following is the term of the mortgage:

All loans are zero interest, forgivable loans. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven. Mortgages, the Control Period and five year time period for the Emergency Repair and Energy Efficiency grants begin on the date all work is completed and approved, and for the Down Payment Assistance and Homeownership Assistance Program the period begins on the date the funds are released.

II. PROGRAM ADMINISTRATION

The Administrative Agent will be responsible for administering the program. Questions about the Program should be directed the Administrative Agent. All forms are included in the appendices

TRIAD Associates
 1301 W. Forest Grove Road
 Vineland, NJ 08360
 Phone: (856) 690-9590
 Fax: (856)-690-5622
www.triadincorporated.com
www.triadhousingprograms.com

1. EMERGENCY AND HEALTH/SAFETY REPAIRS PROGRAM PROCEDURES

- Homeowner submits application for assistance along with proof of work items needed. Refer to section on Requirements of Work Items.
- The Administrative Agent income certifies applicant and confirms property taxes, municipal utilities and, existing mortgage and homeowner association fee are paid current.
- Building inspector visits home to document the need for emergency repair and to prepare the work specifications to be reviewed by the appropriate code official.

- Upon eligibility determination and site visit– the Administrative Agent will send homeowner:
 - ✓ Eligibility letter (including paragraph on municipal contractor payment process to show to the contractor)
 - ✓ Work specifications
 - ✓ Instructions to obtain and provide proposal from 3 contractors (willing to be paid by municipality at job completion). Homeowner to identify contractor selected to do the job and provide that contractor’s business registration, Consumer Affairs home improvement license and certificate of insurance listing program as certificate holder. The homeowner will have to fund any amount over the program funding limit, payable directly to the contractor.
- Once homeowner provides the above items, the Administrative Agent will send the homeowner’s certificate of eligibility and contractor selection to the Municipality to pass a resolution authorizing funding assistance. Upon receipt of the approved municipal resolution, provide the homeowner the construction agreement for the homeowner and contractor to sign, as well as program mortgage & note for the homeowner to sign in front of notary and return to program.
- The Municipality is not a party to any contract between homeowner and contractor and the Municipality does not ensure that work performed by contractor is completed to satisfaction of homeowner. The construction agreement is between the homeowner and contractor; the Municipality is not a party to the agreement for purposes of any claims by the parties against one another.
- Upon construction completion, the homeowner will provide to the Program:
 - ✓ Written homeowner’s approval of satisfactory job completion.
 - ✓ Invoice from contractor identifying the work items they completed.
 - ✓ Copies of municipal permits and closed out permits via municipal Certificate of Approval for the applicable items installed.
- If the work does not require a permit, certification of work by the contractor will be accepted.
- The Administrative Agent will submit the contractor invoice to the municipality for payment and forward the mortgage to the municipality to file (record) with the county clerk.

Emergency and Health/Safety Repairs Program Eligibility Certification Process

In order to be eligible for assistance, households in each unit to be assisted must be determined to be income eligible. All adult members, 18 years of age and older, of the household must be fully certified as income-eligible before any assistance will be provided by the Program. The Administrative Agent will income qualify applicants in accordance with the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-

16.1 et seq., except for the regional maximum asset limit issued annually in the *Affordable Housing Regional Income Limits by Household Size*.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

A. WHAT IS CONSIDERED INCOME

The following income sources are considered income and will be included in the income eligibility determination:

- Wages, salaries, tips, commissions
- Regularly scheduled overtime
- Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
- Social Security
- Pensions
- Disability
- Alimony
- Verified regular child support (received)
- Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
- Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.
- TANF (Temporary Assistance For Needy Families)
- Net income from business or real estate
- Rent from real estate is considered income
- Any other forms of regular income reported to the Internal Revenue Service

B. WHAT IS NOT CONSIDERED INCOME

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

- Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income
- Part-time income of dependents enrolled as full-time students
- Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
- Food stamps
- Rebates or credits received under low-income energy assistance programs
- Payments received for foster care
- Relocation assistance benefits
- Income of live-in attendants
- Scholarships
- Student loans

- Personal property such as automobiles

C. HOW TO VERIFY INCOME

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- A signed copy of regular IRS Form 1040 (Tax computation form), 1040A or 1040EZ (as applicable) and state income tax returns filed for the last three years prior to the date of interview or notarized tax waiver letter for respective tax year(s)
- A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
- If applicable, a letter or appropriate reporting form verifying monthly benefits such as:
 1. Social Security or SSI – Current award letter or computer printout letter
 2. Unemployment – verification of Unemployment Benefits
 3. Welfare -TANF current award letter
 4. Disability - Worker’s compensation letter or
 5. Pension income (monthly or annually) – a pension letter
 6. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court (includes separation agreement or divorce papers) or education scholarship/stipends – current award letter;
- Reports from the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing savings and checking accounts (bank statements and passbooks), trust funds, money market accounts, certificate of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates). Examples include copies of all interest and dividend statements for savings accounts, interest and non-interest-bearing checking accounts, and investments;

- Evidence or reports of income from directly held assets, such as real estate or businesses owned by any household member 18 years and older.
- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

D. ADDITIONAL INCOME VERIFICATION PROCEDURES

1. STUDENT INCOME

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

2. INCOME FROM REAL ESTATE

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage interest, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate, other than primary residence, the Program Case Manager should determine the imputed interest from the value of the property. The Program Case Manager should deduct outstanding mortgage debt from the documented market value established by either a market value appraisal or by applying the property tax equalization market value method, as well as real estate commission if property was to be sold. Based on current money market rates, interest will be imputed on the determined value of the real estate.

E. OTHER ELIGIBILITY REQUIREMENTS

Applicant to submit the following in the application package:

- Recorded deed to the property to be assisted;
- If you are a widow or widower, copy of Death Certificate should be included;
- Receipt for property taxes paid current.
- Signed Release form to verify eligibility determination from third party sources;
- Proof that all mortgage payments are current; and
- Copy of any and all other liens recorded against the property.

- Personal identification (a copy of any of the following Driver's License, Passport, Birth Certificate, Social Security Card, Adoption Papers, Alien Registration Card, etc.) for each household member.

F. REQUIREMENTS OF UTILITIES & TAXES PAID CURRENT

All applicants' water/sewer and tax accounts must be paid current.

G, REQUIREMENTS OF WORK ITEMS

Homeowner has to demonstrate the existing problem has been inspected and the threat verified by one of the following:

- The appropriate local construction official;
- A local health official; or
- Systems or components that have been red tagged by utility company and/or verified non-functional by a qualified service technician.

This is done at time of submission of the program application.

G. ELIGIBILITY CERTIFICATION

After Administrative Agent Program staff determines that the household is income eligible and meets all other eligible requirements, the Administrative Agent Program Manager will complete and sign the Eligibility Certification. This certification is valid for six months starting from date of eligibility certification. A Construction Agreement must be signed within this time period. If not, the Program Manager must reevaluate the household's eligibility.

- The Municipality Emergency Repair Assistance Program will provide a maximum loan of \$10,000.00. to each eligible homeowner. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven.

2. ENERGY EFFICIENCY UPGRADES

A. ELIGIBILITY CERTIFICATION

After the Administrative Agent Program staff determines that the household is income eligible and meets all other eligible requirements, the Administrative Agent Program Manager will complete and sign the Eligibility Certification. This certification is valid for six months starting from date of eligibility certification. A Construction Agreement must be signed within this time period. If not, the Program Manager must reevaluate the household's eligibility.

- The Municipality Energy Efficiency Program will provide a maximum loan of up to \$15,000 to each eligible homeowner. If property is sold prior to the fifth year, the loan becomes due upon

change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven.

3. CREATION OF ADDITIONAL VERY LOW-INCOME UNITS PROGRAM PROCEDURE

- A. Terms to be negotiated between landlord/developer and the Municipality.
- B. Upon approval of terms by both parties, Municipal attorney prepares Resolution authorizing award and terms, including changes in unit designation(s) from conversion of moderate and low-income units to very low-income units; revisions to restrictive covenant language, etc. Administrative Agent shall assist attorney upon request. See Exhibit 1.
- C. Municipality adopts Resolution.
- D. Municipality sends assistance directly to landlord/developer.
- E. Administrative Agent records assistance on master reporting spreadsheet.

4. FIRST MONTHS RENT ASSISTANCE PROCEDURES

The Municipality will designate a portion of all development fees collected and interest earned towards a First Months Rent Grant program. This grant will be available to an income eligible renter with good credit standing who qualifies for a low- or moderate-income rental unit in one of the Municipality's deed restricted units or its Rental Housing Rehabilitation Program as per the following guidelines:

- The First Months Rent will be in the form of a grant equal to the first month's rental amount determined by the landlord and will be paid to the landlord on behalf of the tenant.
- The Municipality's First Months Rent Affordability Assistance Program will be administered by the Administrative Agent. After an applicant is income qualified by the Administrative Agent pursuant to New Jersey Fair Housing rules and UHAC, or cannot be qualified due to a need for assistance, an affordability assistance application will be completed and forwarded with all necessary documentation to the Administrative Agent. The affordability assistance recipient will sign a contract with municipality which states the amount of funds granted, procedures and duration and conditions of affordability assistance. All tenants of affordable units within the Municipality will be advised of the availability of the Municipality's Affordability Assistance Program. An income eligible occupant or applicant for an affordable unit within the municipality may not be denied participation in the Affordability Assistance Program(s) unless funding is no longer available.
- If the unit is a Rental Housing Rehabilitation Program unit, and a 10-year deed restriction was recorded on the unit at the completion of rehabilitation work and the restriction is still in effect at the time of the tenant's application for First Months Rent.
- The Municipality First Months Rent Program will provide a maximum grant in the amount of the first month's rent, not to exceed \$2,500.00.

5. DOWN PAYMENT ASSISTANCE PROCEDURES

The Municipality Down Payment Assistance Program is designed to help low- and moderate-income households achieve the goal of homeownership. This program will provide a no interest, forgivable loan to homebuyers of deed restricted affordable properties within the Municipality to use as a principal down

payment and/or closing costs. The goal of the program is to provide financial assistance to income-qualified homebuyers moving to the Municipality.

ELIGIBLE PARTICIPANTS

Applicants for this loan program must be income-qualified by the Administrative Agent for the Municipality and must be under contract to purchase a deed restricted home in the Municipality. This means that the applicant must have made application to buy a home, been income-qualified and selected to purchase an affordable home within the Municipality, and signed a contract with the seller.

ELIGIBLE PROPERTIES

Properties must be within the Municipality and be deed restricted in accordance with the U.H.A.C. guidelines. The price of the home will be limited by the deed restriction to be affordable to either a low or moderate-income household.

LEVEL OF FINANCING

The Municipality Down Payment Assistance Program will provide a maximum loan of \$10,000.

TERMS AND CONDITIONS

The loan is given as a zero-interest loan. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven. The loan will be secured by a second mortgage and note.

Recipients of Down Payment Assistance Program funds are required to maintain the unit as their principal residence for the duration of the loan period and abide by all other requirements of the deed restriction and UHAC. In the event the property is sold or disposed of during the term of the loan, the outstanding loan amount in accordance with the schedule above shall be immediately due and payable to the Municipality according to the terms of the Mortgage and Mortgage Note.

SECURITY INSTRUMENTS

Loans for all properties participating in the Down Payment Assistance Program shall be secured through a Mortgage and Mortgage Note (see Exhibit 3) in favor of the municipality executed by the property owner. The Municipality will record said documents with the County Clerk's office upon the completion of the closing of title. The Mortgage and Mortgage Note will be executed at closing. The original mortgage note shall be retained by the Municipality Clerk and kept in the unit file.

6. HOMEOWNERSHIP ASSISTANCE PROCEDURES

The Program is designed to help low and moderate-income homeowners retain stable finances. This program will provide a no interest, forgivable loan to homeowners of deed restricted affordable properties within the Municipality who are in arrears with mortgage payments, taxes, utility payments, special assessments, or homeowners' fees. Funds are made available through the Municipality's Affordable Housing Trust Fund. The goal of the program is to provide financial assistance to income-qualified homeowners. This program will provide a no interest, forgivable loan to homebuyers of deed restricted affordable properties within the Municipality.

ELIGIBLE PARTICIPANTS

Applicants for this loan program must be income-qualified by the Administrative Agent for the Municipality and must be the owner of an affordable housing unit in the Municipality.

ELIGIBLE PROPERTIES

Properties must be within the Municipality and be deed restricted in accordance with the U.H.A.C. guidelines.

LEVEL OF FINANCING

The Municipality Homeownership Assistance Program will provide a maximum loan of \$10,000.

TERMS AND CONDITIONS

The loan is given as a zero-interest loan. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven. The loan will be secured by a second mortgage and note.

Recipients of Homeownership Assistance Program funds are required to maintain the unit as their principal residence for the duration of the loan period and abide by all other requirements of the deed restriction and UHAC. In the event the property is sold or disposed of during the term of the loan, the outstanding loan amount in accordance with the schedule above shall be immediately due and payable to the Municipality according to the terms of the Mortgage and Mortgage Note.

SECURITY INSTRUMENTS

Loans for all properties participating in the Homeownership Assistance Program shall be secured through a Mortgage and Mortgage Note in favor of the municipality executed by the property owner. The Municipality will record said documents with the County Clerk's office upon the completion of appropriate forms. The Mortgage and Mortgage Note will be executed at closing. The original mortgage note shall be retained by the Municipality Clerk and kept in the unit file.

EXHIBIT 1:

**SUMMARY OF AFFORDABILITY ASSISTANCE
PROGRAM TERMS**

EXHIBIT 1:**SUMMARY OF AFFORDABILITY ASSISTANCE TERMS**

	Emergency Repair Program	Energy Efficiency Program
Purpose	Assist with documented emergency repairs, health and/or safety items that are a threat to the building residents. Unit must be a deed restricted affordable unit and applicant must be income certified at the time of the application.	Assistance with energy efficiency upgrades to reduce energy expenses
Maximum Amount	Up to \$10,000	Up to \$10,000
Program Terms	Deferred payment 0 % interest loan (secured with mortgage), forgivable 20% per year between years 5 and 10.	Deferred payment 0 % interest loan (secured with mortgage), forgivable 20% per year between years 5 and 10.
Justification Required	Yes	Yes
Additional Criteria	Need detailed cost proposal from licensed contractor. Contractor paid after work is complete	Need detailed cost proposal from licensed contractor. Contractor paid after work is complete
Assistance to:	Homeowner	Homeowner
Advertising	Annual newsletter to owners	Annual newsletter to owners

	Create Additional Very Low-Income Rental Units	Rental Program Assistance
Purpose	Converting moderate or low-income unit into very low income in new or existing affordable developments.	Assist with first month's rent payment to landlord. Unit must be a deed restricted affordable unit and applicant must be income certified at the time of the application.
Maximum Amount	Determined on case-by-case basis. See sample formula in program narrative	Up to \$2,500
Program Terms	Direct subsidy to developer; does not need to be repaid, in lieu of providing new very low-income units from prior low- or moderate-income units.	Grant, no repayment
Justification Required	No	Yes
Additional Criteria	No	No
Assistance to:	Property Owner	Tenant
Advertising	Township will inform new affordable housing developers.	Administrative Agent will inform new renters.

	Down Payment Program Assistance	
Purpose	Assist with down payment assistance towards purchase of deed restricted affordable properties	Assist with delinquent mortgage payments, HOA fees, taxes and/or utilities
Maximum Amount	Up to \$10000	Up to \$10,000
Program Terms	Deferred payment 0 % interest forgivable loan (secured with mortgage)	Deferred payment 0 % interest forgivable loan (secured with mortgage)
Justification Required	Yes	Yes
Additional Criteria	Yes, Application	Yes, Application and documentation of late payments
Assistance to:	Homebuyer	Homeowner
Advertising	Administrative Agent will inform new homebuyers.	Administrative Agent will inform new homebuyers.

EXHIBIT 2:

AFFORDABILITY ASSISTANCE APPLICATION

APPLICATION FOR AFFORDABILITY ASSISTANCE

APPLICANT INFORMATION

You Must Report All Persons Living In Your Household:

Homeowner (First, Last Name)	
Social Security Number	
Co-Owner (First, Last Name)	
Social Security Number	
Street Address	
City, State, Zip	
Home / Cell Telephone	
Work Telephone and Ext.	
Email Address:	
Additional Household Member 1	
• Age	
Additional Household Member 2	
• Age	
Additional Household Member 3	
• Age	

PROPERTY INFORMATION

Name of Owner(s) as it Appears on the Property's Deed:	
Co-Owner	
Original Mortgage Amount	
Approximate Present Balance	
Monthly Payment	

List Emergency Repairs that you believe require rehabilitation through this program:

INCOME DATA -EMPLOYMENT:

(You must report all income received for all household members)

Applicant Name	
First Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
Second Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
OTHER INCOME	PLEASE ENTER MONTHLY AMOUNT BELOW
Social Security	\$
Child Support	\$
Unemployment	\$
Welfare	\$
Disability	\$
Pension	\$
Interest/Stocks/Bonds	\$
Other (Explain)	\$

Other Household Member #1 Name:	
First Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
Second Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
OTHER INCOME	PLEASE ENTER MONTHLY AMOUNT BELOW
Social Security	\$
Child Support	\$
Unemployment	\$
Welfare	\$
Disability	\$
Pension	\$
Interest/Stocks/Bonds	\$
Other (Explain)	\$

Other Household Member #2 Name:	
First Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
Second Employer Name:	
Address of Employer:	

Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
OTHER INCOME	PLEASE ENTER MONTHLY AMOUNT BELOW
Social Security	\$
Child Support	\$
Unemployment	\$
Welfare	\$
Disability	\$
Pension	\$
Interest/Stocks/Bonds	\$
Other (Explain)	\$

PLEASE LIST ALL checking and savings accounts including CDs, Money Market Funds, Mutual Funds, stocks and bonds, and other assets held by financial institutions:

Name and Address of Financial Institution	Account Number	Current Value	Annual Income

ACKNOWLEDGEMENT

This is to certify that all statements made in my application are true to the best of my knowledge. I understand that failure to report all income on all household members can result in the denial to participate in the rehabilitation program.

These provisions are in accordance with the Policy and Procedural Manual adopted for this program by the Township.

Homeowner Signature

Date

Co-Owner Signature

Date

The FOLLOWING ITEMS MUST BE RETURNED WITH THIS APPLICATION. Enter an X in the space provided or place N/A in the space provided as it pertains to your household.

_____ COPY OF THE RECORDED DEED –ALL PAGES

_____ COPY OF HOMEOWNER'S CURRENT INSURANCE (DECLARATION PAGE)

_____ MOST RECENT TAX RETURN, ALL PAGES AND SCHEDULES, 1040, 1040A, EZ, NO W-2 PLEASE

_____ MOST RECENT PAY STUBS, FOR ALL HOUSEHOLD MEMBERS WORKING, 4 CONSECUTIVE WEEK/1 MONTH

_____ REAL ESTATE TAX BILL

_____ SOCIAL SECURITY AWARD LETTER, ALIMONY, OR CHILD SUPPORT DECREE

_____ PENSION AWARD LETTER, WELFARE AWARD LETTER, DISABILITY AWARD LETTER

_____ BANK STATEMENTS SHOWING INTEREST, STOCKS, BONDS, ETC.

_____ FLOOD INSURANCE WHERE APPLICABLE

OFFICE USE ONLY:

Employment Income:

Other Income:

Total Household Income:

in Household:

% of Median:

Approved Date:

RETURN COMPLETED FORM TO:

TRIAD ASSOCIATES

1301 W. Forest Grove Road

Vineland, NJ 08360

or FAX this application to (609) 690-5622

EXHIBIT 3:

**DOWN PAYMENT ASSISTANCE
PROGRAM DOCUMENTS**

OVERVIEW

The Payment Assistance Program is designed to help low and moderate income households achieve the goal of homeownership. This program will provide a ***no interest, deferred payment forgivable loan*** to homebuyers of deed restricted affordable properties within the community to use as a principal down payment. Funds are made available through the Affordable Housing Trust Fund. The goal of the program is to provide financial assistance to income-qualified homebuyers moving to the community.

ELIGIBLE PARTICIPANTS

Applicants for this loan program must be income-qualified by the Administrative Agent and must be under contract to purchase a deed restricted home in the community. This means that the applicant must have made application to buy a home, been income-qualified and selected to purchase an affordable home within the community, and signed a contract with the seller.

ELIGIBLE PROPERTIES

Properties must be single family homes within the community. The price of the home will be limited by the deed restriction to be affordable to either a low or moderate-income household.

LEVEL OF FINANCING

The Down Payment Assistance Program will provide a maximum of \$10,000.00

PROGRAM FINANCING

TERMS AND CONDITIONS

The loan is given as a zero-interest forgivable loan. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven.

Recipients of Down Payment Assistance Program funds are required to maintain the unit as their principal residence for the duration of the loan period and abide by all other requirements of their deed restriction (located in their deed or Affordable Housing Agreement) and UHAC.

The mortgage must be listed on the HUD1 Settlement Statement and will be subordinate to the purchase money mortgage in order of priority.

SECURITY INSTRUMENTS

Loans for all properties participating in the Down Payment Assistance Program shall be secured through a Mortgage and Mortgage Note in favor of the municipality executed by the property owner. The Township will record said documents with the County Clerk's office upon the completion of the closing of title. The Mortgage and Mortgage Note will be executed at closing. The original mortgage note shall be retained by the Township Clerk and kept in the unit file.

TITLE INSURANCE

The Municipality requires that the applicant provide at the closing title insurance with the municipality being named as additional insured as to the mortgage and note for the amount of the loan. i i a o be re ired to be in ded in t e tit e o it ent.

ADMINISTRATION

Questions about the Program should be directed the Program Administrator, Triad Associates.

Triad Associates
1301 W. Forest Grove Road
Vineland, NJ 08360
856-690-9590

APPENDICES:

APPENDIX A: Program Menu

APPENDIX B: Repayment Loan Agreement Resolution

APPENDIX C: Repayment Loan Agreement

APPENDIX D: Down Payment Assistance Program Mortgage

APPENDIX E: Down Payment Assistance Program Mortgage Note

APPENDIX A

**DOWN PAYMENT ASSISTANCE
PROGRAM MENU**

DOWN PAYMENT ASSISTANCE PROGRAM FOR _____

ELIGIBLE PARTICIPANTS (check all that apply):

- A household certified by the Administrative Agent
- A household certified by the Administrative Agent who is also a first time homebuyer
- A household certified by the Administrative Agent who is also a homebuyer who has not owned a home for ___ years
- Other (describe) _____

ADDITIONALLY THE MUNICIPALITY REQUIRES (check all that apply) TO BE ELIGIBLE FOR THE DOWN PAYMENT ASSISTANCE PROGRAM:

- No credit check
- A credit rating of _____ or higher for all adults who will appear on the deed
- An averaged credit rating of _____ or higher for all adults who will appear on the deed
- Other _____

PROGRAM FINANCING

The municipality requires a note and recorded secondary mortgage in favor of the municipality for any household receiving down payment assistance through this program. The mortgage is subordinate to a first purchase money mortgage.

The original mortgage note will be retained by the Township Clerk and kept in the unit file.

The Municipality requires that the applicant provide at closing title insurance with the municipality being named as additional insured as to all loan documents and mortgage note for the full amount of the loan.

THE MORTGAGE NOTE TERMS ARE (check one):

- The loan is given as a zero-interest forgivable loan payable at time of closing of the affordable housing unit and is secured by a second mortgage and note. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven.

APPENDIX B

**REPAYMENT LOAN AGREEMENT
RESOLUTION**

APPENDIX B

**RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING DOWNPAYMENT ASSISTANCE LOAN
REPAYMENT AGREEMENT WITH THE OWNER OF AN AFFORDABLE HOUSING UNIT LOCATED AT:**

WHEREAS, _____ owns property located at _____, Block No. _____, Lot No. _____, which property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the property as an Affordable Housing unit which, among other restrictions, restricts the property owner in financing the property or otherwise encumbering the property by way of mortgage, home equity loan, or other form of financing; and

WHEREAS, the property owner has requested a Down Payment Assistance Program loan from the Affordable Housing Trust Fund; and

WHEREAS, the Township is willing to extend a loan to the property owner toward the payment of Down Payment Assistance Loan in the amount of _____ in order to allow the owner to purchase a deed restricted affordable unit; and

WHEREAS, it is appropriate for the Township to enter into an Agreement with the property owner setting forth the terms of the agreement at this time;

NOW THEREFORE BE IT RESOLVED on this _____ day of _____, _____, by the Township Council of _____, County of _____, State of New Jersey, that:

1. The Mayor, Manager, Clerk and attorney are hereby authorized to execute a Homeownership Assistance Program Agreement with the owner of an Affordable Housing unit located at _____, Block No. _____, Lot No. _____.
2. A copy of the fully executed Agreement shall be kept on file with the Clerk. The original shall be kept in the unit file by the Administrative Agent.

I do hereby certify that the foregoing is a true copy of a resolution passed by the _____ at a meeting duly held on the _____ day of _____, _____.

Clerk

APPENDIX C

**DOWN PAYMENT ASSISTANCE PROGRAM
AGREEMENT**

APPENDIX C

DOWN PAYMENT ASSISTANCE REPAYMENT AGREEMENT

THIS AGREEMENT made on the ____ day of _____, ____ is between _____(hereafter "Buyer") whose address is _____ and _____, with offices at _____, NJ (hereafter "*Municipality*");

WHEREAS, Owner is purchasing property located at _____, described more specifically as Block No. ____ Lot No. _____, located in the _____ development (hereafter "Property"); and

WHEREAS, the Property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the Property as an Affordable Housing unit which, among other restrictions, restricts the Buyer in financing the Property or otherwise encumbering the Property by way of mortgage, home equity loan, or other forms of financing; and

WHEREAS, the *Municipality* is willing to extend a loan to Buyer towards the down payment on the price of the home in the amount of _____ to allow the buyer to procure a First Purchase Money Mortgage; and

WHEREAS, the Buyer will sign a mortgage note and record a mortgage on the Property in the principal amount of \$_____; and

WHEREAS, the parties wish to memorialize the agreement between them by way of this Affordable Housing Loan Repayment Agreement (hereinafter "Agreement");

NOW THEREFORE IT IS AGREED on this ____ day of _____, _____, by and between the parties as follows:

1. Buyer acknowledges that s/he is aware, and herein reaffirms his/her or their understanding, that the Property is and will continue to be governed by the Affordable Housing rules, regulations and restrictions because it is an Affordable Housing unit under the control of the *Municipality*.
2. Buyer understands at the time of purchase that the restrictions on the Property, which state that s/he cannot make application for any second money mortgages or refinance any first money mortgages as it may apply to the Affordable Housing unit in excess of the

maximum restricted mortgage amount and not until prior written approval has been obtained from the Administrative Agent.

3. Buyer acknowledges that the Deed to be signed by the Buyer at closing contains the recorded restrictions that govern the Property, which provide that "Upon the occurrence of a breach of any Covenants by the Buyer, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance."
4. Buyer acknowledges that the *Municipality*, pursuant to its Affordable Housing regulations, has the right to foreclose on the Property as a result of any violation of the deed restrictions pertaining to the Property by the Buyer and, if successful, the Municipality can retain all equity in the Property.
5. The Municipality agrees to extend a loan of \$_____ to the Buyer for the exclusive use of a down payment on the mortgage.
6. The terms of the loan shall be a deferred payment, no-interest, forgivable loan. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven.
7. In the event that Buyer fails to make any and all necessary payments required by the within Agreement or otherwise breaches the terms of this Agreement, the Municipality shall have the right to immediately file a lawsuit, or pursue any other rights that it may have, to remedy the breach and otherwise enforce the Affordable Housing statutes, ordinances, rules and regulations.
8. In the event that Buyer fails to make any and all payments when due, the Municipality shall be entitled to accelerate the repayment obligation to make the full amount immediately due (plus interest, if applicable).
9. This Agreement shall be construed in accordance with the laws of the State of New Jersey.
10. This Agreement constitutes the entire Agreement between the parties. No amendments or modifications to this Agreement shall have any force or effect unless in writing and executed by both parties.
11. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
12. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have signed and executed this agreement as of the date indicated above.

Attest:

Municipality

Attest:

STATE OF NEW JERSEY:

SS

COUNTY OF _____ :

I CERTIFY that on _____, 20____, _____ personally came before me and acknowledged under oath, to my satisfaction, that he/she:

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

Signed and sworn to before me

On _____, _____

STATE OF NEW JERSEY:

SS

COUNTY OF _____:

I CERTIFY that on _____, _____ personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) s/he is the Township Clerk of _____, the municipal corporation named in this document;
- (b) s/he is the attesting witness to the signing of this document by _____, _____(title)_____ of _____(municipality)_____;
- (c) this document was signed and delivered by _____(municipality)_____ as its voluntary act duly authorized by a proper resolution of the Township (*Council* or *Committee*);
- (d) s/he knows the proper seal of the _____ which was affixed to this document; and
- (e) s/he signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On _____, 20____

APPENDIX D

**FORM OF MORTGAGE SECURING
PAYMENT OF DOWN PAYMENT
ASSISTANCE PROGRAM NOTE**

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

THIS MORTGAGE, made on this the ____ day of _____, ____ by and between _____, (the "OWNER") and _____(Municipality"), in connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed a Down Payment Assistance Program Mortgage Note (the "Note") dated _____. The Owner promises to pay to the Municipality amounts due under the Down Payment Assistance Program Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid as described in the Mortgage Note, the sum of \$[insert amount].

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of _____ in the County of _____, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. _____ Lot No. _____, and known by the street address:

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*). The rights given to the Municipality are covenants running with the land. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to add or convey an interest in the Property without giving prior written notice to the Municipality or fails to maintain the property as their principle residence;
2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3. The Owner fails to make any payment required by the Note;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7. NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price that would be applicable were the Control Period still in effect.

Article 11. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq.

Article 13. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

Article 14. ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the State.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

ATTEST: _____

Signature of (Owner)

Signature (Co-Owner)

STATE OF NEW JERSEY)

) ss:

COUNTY OF _____)

BE IT REMEMBERED, that on this the _____ day of _____, 20__ the subscriber _____ appeared personally before me (*If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons*) and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me, _____ on the date set forth above.

NOTARY PUBLIC

APPENDIX E

**FORM OF RECAPTURE MORTGAGE NOTE FOR
DOWN PAYMENT ASSISTANCE PROGRAM**

DEED RESTRICTED AFFORDABLE HOUSING UNIT WITH DEED RESTRICTIONS ON RESALE AND REFINANCING

THIS NOTE is dated as of _____, _____. For value received _____ (referred to "Owner") promises to pay to B _____, which has its principal offices at with offices at _____ (the "Municipality"), the amounts specified in this Note and promises to abide by the terms contained below.

Article 1. REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Owner is giving the Municipality a "Mortgage To Secure Payment of Down Payment Assistance Program Note" (the "MORTGAGE"), dated _____, of the property described below (the "PROPERTY"). The Mortgage covers real estate owned by the Owner. The Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price (MRP) that would be applicable were the Control Period still in effect.

Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS

The loan will be a zero interest, deferred payment forgivable loan. If property is sold prior to the fifth year, the loan becomes due upon change in ownership. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of _____ in the County of _____, State of New Jersey, described more specifically as Block No. ____ Lot No. ____, and known by the street address: _____.

Article 4. WAIVER OF FORMAL ACTS

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

Article 5. RESPONSIBILITY UNDER NOTE

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

The Owner agrees to the terms of this Note by signing below.

ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated:

ATTEST:

By:

Signature (Owner)

Signature (Co-Owner)

STATE OF NEW JERSEY)

) ss.:

COUNTY OF _____)

On this the _____ day of _____, 20__ before me came _____, who acknowledges and makes proof to my satisfaction that she is the Owner named within this Note, and that she has executed said Note for the purposes set forth therein, sworn to and subscribed by her in my presence on this date.

Sworn to and subscribed before me this the _____ day of _____, 20__.

A Notary Public/Attorney of the State of New Jersey

EXHIBIT 4:

RENTAL ASSISTANCE PROGRAM DOCUMENTS

EXHIBIT 5:

EMERGENCY REPAIR PROGRAM DOCUMENTS

APPLIATION FOR REHABILITATION ASSISTANCE EMERGENCY REPAIR PROGRAM

APPLICANT INFOMATION

YOU MUST REPORT ALL PERSONS LIVING IN YOUR HOUSEHOLD

Homeowner (First, Last Name)	
Social Security Number	
Co-Owner (First, Last Name)	
Social Security Number	
Street Address	
City, State, Zip	
Home / Cell Telephone	
Work Telephone and Ext.	
Email Address:	
Additional Household Member 1	
• Age	
Additional Household Member 2	
• Age	
Additional Household Member 3	
• Age	

PROPERTY INFOMATION

Name of Owner(s) as it Appears on the Property's Deed:	
Co-Owner	
<u>Original Mortgage Amount</u>	
<u>Approximate Present Balance</u>	
<u>Monthly Payment</u>	

List Emergency Repairs that you believe require rehabilitation through this Program:

INCOME DATA

EMPLOYMENT: (You must report all income received for all household members)

Applicant Name	
First Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
Second Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
OTHER INCOME	PLEASE ENTER MONTHLY AMOUNT BELOW
Social Security	\$
Child Support	\$
Unemployment	\$
Welfare	\$
Disability	\$
Pension	\$
Interest/Stocks/Bonds	\$
Other (Explain)	\$

Other Household Member #1 Name:	
First Employer Name:	
Address of Employer:	

Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
Second Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
OTHER INCOME	PLEASE ENTER MONTHLY AMOUNT BELOW
Social Security	\$
Child Support	\$
Unemployment	\$
Welfare	\$
Disability	\$
Pension	\$
Interest/Stocks/Bonds	\$
Other (Explain)	\$

Other Household Member #2 Name:	
First Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
Second Employer Name:	
Address of Employer:	
Position:	
# of Years Employed	
Gross Income (before Taxes):	\$ Circle one: Monthly Bi-Weekly Weekly
OTHER INCOME	PLEASE ENTER MONTHLY AMOUNT BELOW
Social Security	\$

Child Support	\$
Unemployment	\$
Welfare	\$
Disability	\$
Pension	\$
Interest/Stocks/Bonds	\$
Other (Explain)	\$

IF ADDITIONAL HOUSEHOLD MEMBERS ARE EMPLOYED, PLEASE ATTACH ANOTHER SHEET AND PROVIDE EMPLOYMENT INFORMATION

PLEASE LIST ALL checking and savings accounts including CDs, Money Market Funds, Mutual Funds, stocks and bonds, and other assets held by financial institutions:

Name and Address of Financial Institution	Account Number	Current Value	Annual Income



ACKNOWLEDGEMENT:

This is to certify that all statements made in my application are true to the best of my knowledge. I understand that failure to report all income on all household members can result in the denial to participate in the rehabilitation program.

These provisions are in accordance with the Policy and Procedural Manual adopted for this program by _____.

X _____
Homeowner Signature

Date

X _____
Co-Owner Signature

Date

The **FOLLOWING ITEMS MUST BE RETURNED WITH THIS APPLICATION**, enter an X in the space provided or place N/A in the space provided as it pertains to your household.

	COPY OF THE RECORDED DEED – <u>ALL PAGES</u>
	COPY OF HOMEOWNER'S CURRENT INSURANCE (DECLARATION PAGE)
	MOST RECENT TAX RETURN, ALL PAGES AND SCHEDULES, 1040, 1040A, EZ, NO W-2 PLEASE
	MOST RECENT PAY STUBS, FOR ALL HOUSEHOLD MEMBERS WORKING, 4 CONSECUTIVE WEEK/1 MONTH
	REAL ESTATE TAX BILL
	SOCIAL SECURITY AWARD LETTER, ALIMONY, OR CHILD SUPPORT DECREE
	PENSION AWARD LETTER, WELFARE AWARD LETTER, DISABILITY AWARD LETTER
	BANK STATEMENTS SHOWING INTEREST, STOCKS, BONDS, ETC.
	FLOOD INSURANCE WHERE APPLICABLE

OFFICE USE ONLY:

Employment Income: _____ Other Income: _____ Total Household Income: _____
 # in Household: _____ % of Median: _____ Approved Date: _____

RETURN COMPLETED FORM TO:

TRIAD ASSOCIATES
 Beth Mingey, Associate
 bmingey@triadincorporated.com
 1301 W. Forest Grove Road, Vineland, NJ 08360
 or FAX this application to (609) 690-5622

**PILESGROVE TOWNSHIP
RESOLUTION 26-038**

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
PILESGROVE ADOPTING A MARKET TO AFFORDABLE PROGRAM
MANUAL**

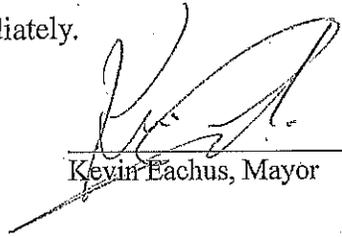
WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act; and

WHEREAS, on November 6, 2025, the Uniform Housing Affordability Controls (“UHAC”) were updated and amended; and

WHEREAS, to ensure that the Township’s Market to Affordable Program Manual conforms with UHAC as amended, the Township will adopt an updated manual;

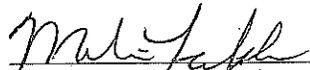
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Pilesgrove, County of Salem, State of New Jersey as follows:

1. The Township Committee hereby adopts a Market to Affordable Program Manual attached hereto as Exhibit A.
2. This Resolution shall take effect immediately.



Kevin Eachus, Mayor

ATTEST:



Melissa Fackler, Clerk

March 10, 2026

CERTIFICATION

I hereby certify that this is a true copy of a Resolution adopted by the Township Committee of the Township of Pilesgrove at a meeting held the 10th day of March, 2026.



Melissa Fackler, Clerk



TOWNSHIP *of* PILESGROVE

Operating Manual

For the Administration
of the

MARKET TO AFFORDABLE PROGRAM

*In Accordance with the
Uniform Housing
Affordability Controls
& Programs*

TOWNSHIP OF PILESGROVE MARKET TO AFFORDABLE HOUSING PROGRAM Operating Manual & Program Guidelines



FOR-SALE LOW/MODERATE INCOME HOUSEHOLDS

INTRODUCTION

This operating manual has been prepared to assist in the administration of a Market to Affordable Program, including For-Sale units in the **TOWNSHIP OF PILESGROVE**. It will serve as a guide to the program staff.

The manual outlines the basic content and operation of the program, examines program purposes and provides the guidelines for implementation in a flexible format that allows for periodic updates to individual sections as needed due to changes in regulations and/or procedures.

The Manual describes the steps in the initial sale process as well as the resale process. It details the eligibility requirements for program participation, record keeping and overall program administration.

Implementation of any procedure, even if it is not included in these Guidelines, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws, the Uniform Housing Affordability Controls (UHAC) NJAC 5:80-26.1 et seq., the substantive rules of the Council on Affordable Housing NJAC 5:93, and 5:97, and the affordable housing regulations of the **TOWNSHIP OF PILESGROVE**.



In accordance with the Federal Fair Housing Act and Equal Opportunities laws it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status.

The Program shall be administered in full compliance with the Federal Fair Housing Act and all applicable federal, state, and local equal opportunity laws and regulations. It is unlawful to discriminate against any person applying to buy or rent a dwelling on the basis of race, color, religion, national origin, sex, disability, familial status, or any other protected characteristic as provided by law.

The Program prohibits discrimination in all aspects of housing, including but not limited to application intake, eligibility determination, income certification, unit selection, sale, rental, financing, marketing, and occupancy.

I. MARKET TO AFFORDABLE FOR SALE PROGRAM

The Township of Pilesgrove has contracted with Triad Associates to provide administrative agent services to administer their Market to Affordable For-Sale Program.

In a market to affordable program low- and moderate-income applicants are provided a subsidy to purchase at market rate unit at an affordable price in the designated program Target Area. The Township will provide up to \$100,000 to subsidize a low or moderate income unit to underwrite the costs of down payment, closing costs and/or minimal rehabilitation of a market rate unit and deed restrict the unit as affordable. Subsidies exceeding \$100,000 will be reviewed on a case-by-case basis. Funding for the subsidies will be through the Township of Pilesgrove Affordable Housing Trust fund and will be disbursed at closing. Title will transfer directly to the approved low to moderate income buyer.

The new affordable units must have 30-year deed restrictions and comply with the Uniform Housing Affordability Controls. Pilesgrove Township plans to meet a portion of the Township's total prospective need with six (6) market to affordable units. All units to be located in the Program's Target Area. The Target Area Map is included in the manual.

Project Setup

The affirmative marketing process, open application period, and randomization of the waiting list will follow standard Triad Associates procedure for any other new construction project. Triad will advertise the total number of Market-to Affordable opportunities being made available with the goal income levels for the required 60 -120 day period. At the conclusion of the open application period and upon closing the waiting list, Triad will conduct a randomization of all applicants in accordance with the program guidelines.

Upon completion of the randomization of the waiting list, Triad will then contact the applicants, taking into account any associated regional preference determined by the municipality. Potentially eligible applicants will be invited to submit their documentation for an income certification. The first six applicants who are certified and match the goal income levels will be invited to take the next steps, while any other certified applicants may be maintained as backups. The certification is valid to be used for the standard six-month period.

All prospective purchasers shall provide a pre-qualification mortgage letter demonstrating the amount for which they qualify and evidencing their intent to participate in the program.

Requests for income certification submitted without a mortgage pre-qualification letter shall not be processed until pre-qualification documentation has been provided.

Inspection and Rehabilitation

Buyers are required to have a home inspection as a contingency in their agreements of sale. The expectation is that units being secured by buyers will not require significant rehabilitation, however any code deficiencies that may be found during a home inspection that would prohibit the unit from receiving a Certificate of Occupancy will be repaired by the Township through its appointed rehabilitation agent Triad Associates, prior to the buyer taking possession. Funds for this work will come from the affordability assistance budget on an as needed basis. Upon identification of a unit in need of rehabilitation, and in consultation with the Township, Triad Associates shall directly, or through a sub-consultant, obtain a written work order and cost estimate of needed renovations. This estimate will include a breakdown of each major work item by category as well as by location in the house. It will contain information as to the scope and specifics on the materials to be used.

Triad shall ensure that any such renovations comply with applicable laws, codes and requirements related to safety, quality and habitability. The code inspector for the Township of Pilesgrove will perform a final inspection of the unit prior to sale to determine if unit is up to code. Funds from the Affordable Housing Trust Fund will be transferred to Triad Associates to complete the rehabilitation after the new owner has acquired the property. Money for the rehabilitation must be provided through Affordability Assistance funds allocated to this Program and not through rehabilitation funds. This unit will not be eligible for a rehabilitation credit in addition to the new construction credit. In all cases, the program staff will obtain bids from at least three pre-qualified trade contractors. The program staff, including the program inspector, will then review these bids. The lowest responsible trade contractor shall then be selected. The Contractor Agreement will be prepared by the program staff, covering all the required terms and conditions.

Upon notification of selection, the contractor shall submit all required insurance certification to the program staff. A contract signing conference will be called by the program staff. At the time of Agreement execution, the contractor shall sign a Certification of Work Schedule prepared by the program staff. The program staff will make periodic inspections to monitor the progress of property improvements. This is necessary to ensure that the ongoing improvements are in accordance with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Building Inspector before closing up walls on plumbing and electrical improvements. The contract will permit two progress payments. Final payment will be released once all final inspections are made, a Certificate of Occupancy is issued (if applicable).

Pricing and Selling the Unit

Units will be priced based on the number of bedrooms and designated as either moderate- or low-income units, and whether the unit is subject to condominium or homeowners' association fees. The maximum sales price for a moderate-income unit shall be affordable to households earning no more than 80 percent of median income, and for a low-income unit, no more than 50 percent of median income.

The initial purchase price of the unit will be set so that the total monthly housing costs do not exceed 33% of the eligible household's gross monthly income.

MONTHLY HOUSING COSTS INCLUDE:

- Principal and interest on a mortgage loan equal to 95% of the purchase price, using the applicable Federal Reserve H15 interest rate;
- Real estate taxes;
- Homeowners insurance;
- Private mortgage insurance (PMI), if applicable; and
- Any condominium or homeowners' association fees.

This calculation shall comply with, and may be amended in accordance with, N.J.A.C. 5:80-26.1 et seq. (UHAC).

Once the price has been established, Triad Associates, the designated Administrative Agent for the Market to Affordable For-Sale Program, will use procedures outlined in UHAC and in the **OPERATING MANUAL FOR THE ADMINISTRATION OF FOR-SALE UNITS** to complete the sale. Upon closing, the subsidy amount will be released to the title company and the appropriate deed restriction and mortgage lien required under UHAC shall be recorded against the unit to ensure its continued affordability in accordance with N.J.A.C. 5:80-26.1 et seq.

Resale Restriction

Once the buyer agrees to purchase the unit, the unit will be deed restricted for (30) thirty years as an Affordable Housing unit. A deed restriction in the form of Appendix E in UHAC will be recorded on the project. The deed restriction will specifically identify the units that are restricted. The term of the restriction will be (30) thirty years. Identification and placement of future income-eligible households in the unit will conform to UHAC regulations and the Municipal **OPERATING MANUAL FOR THE ADMINISTRATION OF FOR SALE UNITS, APPENDIX A.**

Affordability Assistance

Buyers retain eligibility for down payment/closing cost assistance as well as all other applicable affordability assistance programs they may qualify for as long as they own their home.

Administration

The Pilesgrove Market to Affordable Program will be administered by Triad Associates, the designated Administrative Agent. Interested buyers may contact Triad Housing Programs at Triad Associates at housing@triadincorporated.com or 856 690-5749 to get more information on the Program.

PROGRAM TARGET AREA MAP