

WARREN TOWNSHIP HOUSING ELEMENT AND FAIR SHARE PLAN

Prepared for the
Warren Township
Planning Board

By

*John T. Chadwick IV, P.P.
3176 Route 27, Suite 1A
Kendall Park, NJ 08824*

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CONTENT

New Jersey's Fair Housing Act of 1985 and the Municipal Land Use Law (the "MLUL") require municipalities to adopt a housing element addressing the municipal present and prospective housing need, with particular attention to low- and moderate-income housing. A housing element shall contain at least the following:

1. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics and type including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated;
2. A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten (10) years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
3. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
4. An analysis of the existing and probable future employment characteristics of the municipality;
5. A determination of the municipality's present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low- and moderate-income housing; and
6. A consideration of the lands which are most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing.

INTRODUCTION

All existing affordable housing districts were established as a result of the Township's substantive certification on March 7, 1988. The Township received its 2nd round substantive certification from the Council on Affordable Housing ("COAH") January 10, 1996. The certification was extended until the 3rd round regulations were adopted by COAH.

Most of COAH regulations were ultimately determined to be invalid by the NJ Supreme Court. On March 10, 2015, the NJ Supreme Court directed the NJ Superior Court judges to decide the methodology to determine a municipality's fair share as well as rules and requirements to satisfy that fair share obligation.

This housing plan element incorporates prior housing plan locations and regulations and provides for a variety of lot sizes and housing types. The principal dwelling type in the Township is and remains a single-family home. The exceptions are the R-65/SC zone and the R-65 PAC zone. The R-65/SC district was established to permit senior citizen/adult housing in the 2nd round certification. The development is located in the Town Center. The R-65/PAC district was created in the 2nd round certification period but not included in the Township's 2nd round certification. The site is in the Town Center district, is fully developed and contributes 42 units to the Township's fair share in the 3rd round.

Four existing zones have an AH designation. These districts are fully developed and part of the Township's 1st round substantive certification. Lot sizes, development regulations and densities were all established as part of a mediation agreement entered into prior to certification granted March 7, 1988.

A 3rd round Housing Element and Fair Share Plan prepared in 1999 addressed the requirements of the adopted 3rd round COAH rules. The 3rd round rules were subsequently invalidated by the NJ Supreme Court. COAH's viability also terminated. The certification of an affordable housing plan for the 3rd round is now within the jurisdiction of the Superior Courts and in Warren Township's case, the Somerset County Superior Court.

The plan presented herein is the result of years of litigation and negotiation by the Township. This plan is a part of the Township's Settlement Agreement with Fair Share Housing Center dated October 10, 2018 and multiple developers to settle litigation entitled "In the Matter of the Township of Warren for a Judgement of Compliance of its 3rd Round Housing Element and Fair Share Plan".

WARREN HOUSING ELEMENT AND FAIR SHARE OBLIGATION

General Requirements

The Township's **fair share** is the sum of:

1. Deficient housing units occupied by low- and moderate-income households, which is referred to as the "rehabilitation share".
2. Remaining prior round (1987-1999) obligation assigned to a municipality by the COAH or the court for the period 1987 through 1999. The Township has fully satisfied its 1987-1999 obligation. The remaining obligation is "zero".
3. The Township's fair share of the affordable housing for the period 1999 to 2025 is set forth in **Appendix Table I**. There are 4 locations to be developed under the local Redevelopment and Housing Law (NJSA 40A:12A-1). Seven sites are inclusionary sites (see **Appendix Table II**).

Housing Element

The Township's Housing Element is designed to achieve the goal of providing affordable housing to meet the affordable housing obligation through 2025.

1. Housing inventory pursuant to N.J.S.A. 52:27D-310 (a).

The Warren Township housing stock is primarily single-family dwellings constructed after 1970. Total occupied dwellings increased from 3,688 in 1990 to 4,612 in 2000. Over the past twenty years more than 800 new units have been built. The Promenade adult housing development represented the largest single development in recent years.

The cost of housing in the Township reflects Somerset County rising real estate values. The cost of new housing is reflected in the economic well-being of the new population. The condition of nearly all housing in the Township is sound.

Appendix Tables II-IV show housing stock as compared to County development 2006-2015, by characteristics and type.

Residential development has declined considerably from the period January 2011 to present. This is due primarily to limited vacant land inventory.

2. Township demographics pursuant to N.J.S.A. 52:27D-310 (c).

The Township's median household size, income and age exceed county averages. Township income increased significantly from the 1990 census. The median age of the Township is 39.3 years as compared to County median age of 37.2 years. Median household size is slightly more than three persons per household as compared to the County median of 2.7 persons per household.

Background

Appendix Tables V-VI show income characteristics and age profile of Township population for the year 2010 (source: U.S. Census of Population).

Employment Trends

The bulk of the Township's employers are in the construction, trade, professional and health care fields. Also of note are finance and administration. These are all fields that are expected to see growth in the rest of the decade and beyond. The following table shows projected employment changes by industry.

**Projected Employment 2004 to 2014
Somerset County**

Industry Sector	Projected Avg. Annual % Change
Utilities	0.8
Construction	1.1
Manufacturing	-1.5
Wholesale trade	0.9
Retail trade	1.1
Transportation & warehousing	0.7
Information	-0.5
Finance & insurance	1.2
Real estate & rental & leasing	0.9
Professional, scientific, & technical	1.8
Management of companies & enterprises	1.2
Administrative & support & waste management & remediation service	1.4
Educational services	1.1
Health care & social assistance	2.8
Arts, entertainment, & recreation	2.4
Accommodation & food services	2.4
Other services (except public	2.4

Projections: NJDOL & WD, Feb. 2007

The occupations which are expected to see the most growth are shown by the table below.

Somerset County
Occupations with the Greatest Percentage Growth, 2004-2014

Soc Code	Occupation	2004		2014		Change: 2004-2014		Annual Average Job Openings		
		Number	Percent	Number	Percent	Number	Percent	Total	Growth*	Replacements
43-4011	Brokerage Clerks	50	0.0	150	0.1	50	68.9	10	10	0
29-2091	Orthotists and Prosthetists	50	0.0	100	0.0	50	62.1	10	0	0
31-1011	Home Health Aides	1,050	0.6	1,700	0.8	650	59.9	80	60	10
31-9092	Medical Assistants	50	0.0	100	0.1	50	49.3	10	0	0
15-1081	Network Systems and Data Communications Analysts	550	0.3	800	0.4	250	45.6	30	30	10
39-9021	Personal and Home Care Aides	200	0.1	300	0.2	100	45.1	10	10	0
29-2021	Dental Hygienists	350	0.2	500	0.2	150	42.4	20	20	0
31-9091	Dental Assistants	700	0.4	1,000	0.5	300	42.2	50	30	20
29-1122	Occupational Therapists	100	0.0	100	0.1	50	40.3	0	0	0
29-1123	Physical Therapists	150	0.1	200	0.1	50	40.1	10	10	0
15-1031	Computer Software Engineers, Applications	1,550	0.8	2,150	1.0	600	39.4	80	60	20
25-2011	Preschool Teachers, Except Special Education	800	0.4	1,100	0.5	300	38.4	40	30	10
37-2021	Pest Control Workers	50	0.0	100	0.0	0	37.1	0	0	0
21-2021	Directors, Religious Activities and Education	150	0.1	200	0.1	50	36.7	10	10	0
15-1032	Computer Software Engineers, Systems Software	1,000	0.5	1,400	0.7	350	36.6	50	40	10
39-9099	Personal Care and Service Workers, All Other	100	0.1	150	0.1	50	36.2	10	0	0
41-9022	Real Estate Sales Agents	550	0.3	700	0.3	200	33.0	30	20	10
29-2041	Emergency Medical Technicians and Paramedics	150	0.1	200	0.1	50	32.6	10	10	0

* Average Annual New Jobs will not equal annualized "Employment Change" since, for declining occupations, new jobs are tabulated as zero since no net job growth is projected, while the employment change is based solely on the difference between 2004 and 2014 employment totals.

Note: Occupational data include estimates of self-employed and unpaid family workers and are not directly comparable to the industry employment total.

Totals may not add due to rounding. Employment data are rounded to the nearest fifty and, job openings are rounded to the nearest ten.

Percentages and percent changes are based on unrounded data.

Prepared By: NJ Department of Labor and Workforce Development
Labor Market and Demographic Research
Occupational and Demographic Research
February 2007

All the included projections assume the current economic growth continues and that no unforeseen act of terrorism or global economic collapse occurs. Assuming this, job growth in Somerset County as a whole is expected to be 1% annually on average. Within Warren Township, the same growth is expected, barring the constraints of available land for development and labor force. The table below shows the recent workforce limits in the Township and the projections following this model through 2014.

Workforce by Sector Warren Township, Somerset County, NJ

	US Census 2000	NJDOL 2003	NJDOL 2004	NJDOL 2005	NJDOL 2006	Estimated % Change 2004-14~	Estimated Numbers 2014
Total Population	14,219	15,295	15,432	15,630	15,816	9	16,821
Private wage and salary, self employed, family	6,102	8,707	8,755	10,179	12,315		11,406
Government Workers	<u>704</u>	<u>702</u>	<u>762</u>	<u>781</u>	<u>802</u>	4.0	<u>815</u>
TOTAL	6,806	9,409	9,517	10,960	13,117	11.5	12,220

SOURCE: US 2000 Census Bureau, Data rev. 8/23/08

2003 and 2006 data: NJ Dept. of Labor & Workforce Devel.

Developed from reported data on unemployment insurance.

~ Source: NJ DOL&WD, Feb 2007 and Projections 2014, and based on population aging data.

As population growth slows to below 1% per annum on average in the decade 2004 to 2014, and the population ages, we see a higher percentage of residents outside employable age. This is due to two significant trends occurring in the state: the population 45 to 64 years of age is increasing by 11% over that decade, and the population 65 and over is increasing by 16% over that decade. Two thirds of the new jobs over the decade will be created to replace workers who have retired or left their occupation. In Somerset County total private sector employment declined overall by 3.4% from 2000 to 2005. Employment increased in 2000 and 2001, then declined until 2004, and finally increased significantly over the next two years to historical high levels. These levels are not sustainable with an aging population, and we expect to see the total workforce contract slightly from 2006's benchmark. 2007 statewide job growth was at half the 2006 level, for example, and we expect to see this continue to contract. The workforce contraction, with the high cost of living in the township acting as a potential barrier to an influx of residents, may be another constraint, along with the lack of available land for development, that reduces growth in employment below the estimated numbers.

Source: Industry and Occupational Employment Projections for NJ: 2004-2014, Division of Labor Market & Demographic Research, and Somerset County Fact Book, NJ DOL&WD, Dec 2007.

Employment Outlook

The outlook for employment in growth Warren Township is compromised. Several large companies have left. On the positive side, existing large office buildings have been renovated and leased. Employers in the Township are experiencing growth, although they are running up against the limits of development space for future continued expansion and an aging population which commands higher salaries due to time on the job or is approaching retirement. The industry sectors expected to flourish includes those with the highest wages, for example professional services and finance, but also those of more modest wages, including health care, entertainment, food and administrative services.

MECHANISMS ADDRESSING 3RD ROUND 1999 TO 2025

Inclusionary Zones/R-65 PAC

Warren Township amended its zoning ordinance permitting zoning for higher density residential development during the 2nd round certification period. This action was not required as part of the 2nd round certification.

The new zone (R-65 PAC) resulted in 42 age restricted affordable units and addressed a portion of the 3rd round obligation. The Township is entitled 42 credits pursuant to NJAC 5:97-3.17 to its 3rd round obligation.

A second development plan for shared housing has been approved, constructed and occupied. The project is located in the R-10 AH/MF district. This zone was approved as part of the Township's 2nd round certification. The project has been developed by a registered nonprofit organization C.H.C. The project is best described as shared housing. The facility provides rooms for residents plus facilities for full time support personnel.

Warren Township has contracted with NJMFA to administer the affordability controls for the units in accordance with the Uniform Housing Affordability Controls, NJAC 5:80-26. A chart showing the breakdown of developments in this HEFSP which comply and which do not comply with the very-low, low and moderate income categories under the UHAC regulations and how the very low income requirement post-2008 is met is set forth on **Appendix XII**.

Extension of Affordability Controls

Extension of controls/existing 60 apartments and 57 townhomes. The Township extended by contract affordability controls for 60 apartments at the Whispering Hills rental development. The Township also extended affordability controls for 57 existing townhomes at the Woodland Acres municipally-sponsored housing development. The income stratification for these developments shall remain the same for the 3rd Round as detailed and set forth in the 2nd Round substantive certification.

Wagner Farm and Future Special Needs Bedrooms- See Appendix IX attached.

Inclusionary Projects Comply with Site Suitability Criteria and Conformance with the State Development and Redevelopment Plan

The Township's affordable housing projects described hereinabove conform to site suitability criteria. Sites are located in Planning Area 2 and all sites have sufficient remaining land after freshwater wetlands, if any, are taken into consideration.

SUMMARY OF PLAN

Warren Township's 3rd round plan is based upon the affordable housing obligation for the period 1986-2025. An obligation of 38 rehabilitation units, 865 affordable units plus 25 special needs units and 17 bonus units are provided for the 1999-2025 certification period and described hereinafter*. The fair share obligation is calculated in accordance with Superior Court decision.

* The total fair share is the sum of credits and bonuses and inclusionary zoning and provides for 907 units.

COMPLIANCE MECHANISM

1987-1999 PRIOR ROUND OBLIGATION

Rehabilitation share

The Township has completed 73 rehabilitation units beginning in June of 1991. The program is fully funded and ongoing.

Prior cycle credits

Two developmentally disabled homes were occupied post 1980. The facilities are 3- and 4-bedroom single-family homes and continue in operation (2 rental bonus credits).

Inclusionary zoning

The project is known as the Town Center project. This is a mixed-use project including 27 townhomes, six of which are age restricted low- and moderate-income households. Three of the six units are rental units. Affordability controls remain in place (3 for-sale units, 3 rental units and 2 bonus credits).

100% affordable units

This plan component consists of three projects

- ◆ Whispering Hills/60 rental apartments*
- ◆ Liberty Corner apartments/28 rental apartments and
- ◆ Woodland Acres/57 townhomes

All units are non-age restricted and occupied by low- and moderate-income families.

- * This project has contracted for extended controls (see 2015-2025 plan element)

Alternative living/supportive and special needs

This plan component consists of three group homes (3 Cooperative Housing homes/25 bedrooms) and one special needs/supportive housing facility. Each is fully constructed and occupied (25 Cooperative Housing bedrooms and 6 NJCP bedrooms/14 rental bonus credits).

Camp Jotoni (Somerset County ARC) provides 10 units for special needs. The apartments are non-age restricted and occupied by very low-income residents (10 rental bonus).

RCA units- See **Appendix VII** for further explanation.

Assisted living

Chelsea 1 provides 8 units restricted to occupancy by Medicaid households.

Compliance bonus

The Township fully completed its Round 1 affordable housing obligation. Pursuant to then existing COAH rules, the Township is entitled to a 24-unit bonus credit applied to the 3rd round.

Rental bonuses

The Township claims 136 rental bonus units for the period 1986-1999, including pre-1986 credits. The credits toward the Township's fair share obligation are derived from inclusionary zoning age restricted rental housing (1 Town Center rental), 100% affordable rental housing (88 rental apartments), alternative living/supportive and special-needs housing (10 units), assisted living units (3 units) and prior round (2 units).

1999-2025 PERIOD/3RD ROUND

1999 to 2015- During this time period COAH's affordable housing regulations were substantially invalidated by the Supreme Court. Notwithstanding the foregoing, the Township had continued and continues to plan for and achieve development of affordable housing units.

Inclusionary zoning

This project consists of an age restricted development completed and occupied. 42 for sale affordable units have been developed and occupied. The project is known as the Promenade. Income qualification for these units is confirmed by letter dated July 31, 2019 from HMFA (See Exhibit XIII).

Supportive and special-needs/alternative living

The Mt. Bethel Village project provides for independent living facilities for emancipated adults. The building is completed and occupied. 10 units are credited for the period 1986-1999 and 31 units credited to period 1999-2015. The facility is known as Mt. Bethel Village (40 bonus credits). Based upon the letter from the Executive Director dated July 29, 2019 (see Exhibit XIII), there are a total of 53 beds with 49 occupied and 4 vacancies. All residents are receiving Medicaid or are Medicaid eligible.

A project known as Chelsea II a rental apartment building adjacent to the assisted living Chelsea I has a 7 affordable housing unit requirement. The units were transferred to the Mt. Bethel Village project (7 rental bonus credits).

Assisted living

A second assisted living project known as Brightview provides an additional 11 affordable units. Both projects are completed. See **Appendix VIII** attached for further explanation.

2015-2020 3RD ROUND OBLIGATION AND AHP PLAN

Total 2015-2025 prospective need obligation was calculated by FSHC and approved by the Court-appointed Master. The total obligation for the period 1999-2025 is 865 units plus 25 special needs units.

There are 32 affordable special needs housing units at the Wagner Farm site. The project is beginning site development. All households are Medicaid income eligible (very low income) (32 rental bonus credits).

A project known as North Hill/Washington Valley will provide special needs units for special needs persons. There are 10 affordable housing units (10 rental bonus credits).

Inclusionary zoning

1. Mountain Boulevard (3 sites). The three sites will provide 20 family affordable rental units (20 bonus credits).
2. K. Hovnanian/Emerson/Hillcrest Road. The project is planned to provide 144 for sale market rate units and 48 affordable for sale family units.
3. Hillcrest Crossing. The project fronts Hillcrest Road and Rt I-78. The project is planned to provide 132 market rate rental units and 44 affordable rental units (44 bonus credits).
4. Chase Partners. This project is planned as a multi-use development. It is bounded by King George Road, Mountain Avenue and Rt I-78. The project is planned to provide 107 luxury market rate townhouse units; 153 market rate rental units, 8 affordable for sale units and 67 affordable rental units.
5. Redevelopment Project/American Properties. The property is approximately 22 acres in size. 80 for-sale market rate units are being constructed and 25 affordable rental units are planned for a total unit count of 105 units. The project has Planning Board approval (25 rental bonus credits).
6. Redevelopment Project/Mount Bethel/Mt Horeb. The plan proposes 16 market rate rental units and 8 affordable rental family units (8 rental bonus credits).
7. Redevelopment project. The Flag Plaza complex has been designed as a redevelopment district. The project is proposed to create 24 market rate rental units and 20 affordable rental units (20 rental bonus credits).
8. Redevelopment project/100 percent affordable project. The Township entered into an agreement with PIRHL to develop 80 rental units on the remainder of the Township owned property. The site is designated in need of redevelopment. 46 rental bonus credits are included in the plan. The project has received Planning Board approval.

Extended affordability controls

A 60-unit 100% affordable apartment development has agreed (pursuant to contract with the Township) to extend controls for an additional 30 years. This development is commonly known as “Whispering Hills”. The contract is fully executed (60 credits) and the deed restriction has been recorded.

Extension of Controls

A 57-unit owner occupied affordable townhouse development has extended controls for an additional 30 years which is located in the urban renewal district (57 credits). The deed restriction has been recorded.

Rental bonus

The Township is limited by rule as to the number of rental bonus units. The Township has unclaimed credits and if further rules allow, the Township reserves the right to claim additional credits.

The Township’s Affordable Housing Plan provides for its full fair share obligation. The accompanying table entitled Warren Township AHP (Affordable Housing Plan) shows the history of affordable housing development and the planned development going forward. The map entitled Affordable Housing Project Locations shows the project location sites not developed and the number of affordable units assigned to each site as well as the number of market units.

A site suitability analysis (and supporting documentation) for each of the sites to be constructed as part of the 3rd Round obligation is attached as **Appendix X** attached hereto.

Please see Appendix XI with respect to those sites for which interest was expressed but the Township chose not to include in the 3rd Round HEFSP.

Please see **Appendix XIII** for deed restrictions for existing 3rd Round credits. Note that certain of the assisted living and special needs housing developments are represented herein by a Facility Information provided by the NJ Department of Health which requires its own deed restrictions to be recorded.

APPENDICES

**APPENDIX TABLE I
(SEE ATTACHED)**

Table I

Warren Township AHP

1	PRIOR ROUND - OBLIGATION						
2	Development	Type of development	Sale	Rental	RCA	Family Rental/Special Needs Bonus Credits	Total w/ bonus
3a	Pre-86-4 bds/spc needs (WarrenvilleRd)	Special Needs		4		1	5
3b	Pre-86-3 bds/spc needs (MtHorebRd)	Special Needs		3		1	4
4	Town Center	Family for-sale and rental	3	3		2	8
5a	Township Affordable 100% WoodlandAcres (ownership)	Family for-sale	57				57
5b	Township Affordable 100% WhisperingHills (rental)	Family rental		60		60	120
5c	Township Affordable 100% LibertyCorner Village (rental)	Family rental		28		28	56
6a	Coop Housing B114 L22.01 & 22.02	Special Needs		15		8	23
6b	NJCP	Special Needs		6		6	12
7	Chelsea 1	Assisted Living		8			8
8	Jontoni	Special Needs		10		10	20
9	RCA - New Brunswick	RCA			166		166
10	Coop Housing B114.01 L73	Special Needs		10		10	20
11	Mt. Bethel Village Substantial	Special Needs		10		10	20
12	Compliance Bonus						24
13	Total ('87-99)		60	157	189	136	543
14							
15	GAP AND PROSPECTIVE NEED - CREDITS AS OF JULY 1, 2015						
16							
17	RCA - Perth Amboy	RCA			85		85
18	Promenade	Age-restricted for-sale	42				42
19	Chelsea II	Assisted Living		7			7
20	Whispering Hills	Extensions of controls		60			60
21	Mt Bethel Village	Special Needs		31		30	61
22	Brightview	Assisted Living		11			11
23	Total Credits (99-25)		42	109	85	30	266
24							
25	GAP AND PROSPECTIVE NEED - CALCULATED NEED FOR 1999-2025 (PURSUANT TO N.J.A.C. 5:93-2.17, EXCLUDING REHABILITATION OBLIGATION)						
26	Woodland Acres	Extensions of controls	57				57
27	Mtn Blvd (3 Sites)	Family rental		20		20	40
28	Flag Plaza	Family rental		20		20	40
29	Mt Bethel Area	Family rental		25		25	50
30	K Hov	Family for-sale	48				48
31	Mt Horeb & Mt Bethel (Vincedes)	Family rental		8			8
32	Wagner Farm -(Block 83, Lot 4)	Special Needs		32		32	64
33	Hillcrest Crossing	Family rental		44		44	88
34	North Hill Wash Valley	Special Needs		10		10	20
35	Lindberg Ave Twp Project	Family rental		80		46	126
36	Chase	Family rental and for-sale	8	67			75
37	Additional Special Needs Bedrooms (5 by 6/1/21, remainder by 12/31/24)	Special Needs		25			25
38	Total Mechanisms to Address Calculated Need (99-25)		113	331		197	641

**APPENDIX TABLES II-IV
(SEE ATTACHED)**

Table II

Total Housing Units by Municipality: 2000 and 2010

	2000	Percent of County	2010	Percent of County	Total Increase	Percent Increase	Percent Of County Increase	Rank 2000	Rank 2010
Bedminster Township	4,467	4.0%	4,349	3.5%	-118	-2.64%	-1.1%	10	10
Bernards Township	9,485	8.5%	10,103	8.2%	618	6.52%	5.6%	4	4
Bernardsville Borough	2,807	2.5%	2,871	2.3%	64	2.28%	0.6%	13	13
Bound Brook Borough	3,802	3.4%	3,816	3.1%	14	0.37%	0.1%	12	12
Branchburg Township	5,405	4.8%	5,419	4.4%	14	0.26%	0.1%	7	7
Bridgewater Township	15,879	14.2%	16,657	13.5%	778	4.90%	7.0%	2	2
Far Hills Borough	386	0.3%	418	0.3%	32	8.29%	0.3%	19	19
Franklin Township	19,789	17.7%	24,426	19.8%	4,637	23.3%	41.8%	1	1
Green Brook Township	1,916	1.7%	2,448	2.0%	532	27.7%	4.8%	16	15
Hillsborough Township	12,854	11.5%	14,030	11.4%	1,176	9.15%	10.6%	3	3
Manville Borough	4,296	3.8%	4,277	3.5%	-19	-0.44%	-0.2%	11	11
Millstone Borough	173	0.2%	167	0.1%	-6	-3.47%	-0.1%	21	21
Montgomery Township	6,130	5.5%	7,902	6.4%	1,772	28.1%	16.0%	6	5
North Plainfield Borough	7,393	6.6%	7,848	6.4%	455	6.15%	4.1%	5	6
Peapack/Gladstone Borough	871	0.8%	949	0.8%	78	8.96%	0.7%	18	18
Raritan Borough	2,644	2.4%	2,847	2.3%	203	7.68%	1.8%	14	14
Rocky Hill Borough	295	0.3%	292	0.2%	-3	-1.02%	0.0%	20	20
Somerville Borough	4,882	4.4%	4,951	4.0%	69	1.41%	0.6%	8	9
South Bound Brook Borough	1,676	1.5%	1,865	1.5%	189	11.8%	1.7%	17	17
Warren Township	4,718	4.2%	5,258	4.3%	540	11.5%	4.9%	9	8
Watchung Borough	2,155	1.9%	2,234	1.8%	79	3.67%	0.7%	15	16
SOMERSET COUNTY	112,023	100.0%	123,127	100.0%	11,104	9.91%	100.0%		

Source: US Census Bureau, 2000 Census, Summary File 1 (Table H3)
US Census Bureau, 2010 Census, Summary File 1 (Table DP-1)

Table III

CONSTRUCTION ACTIVITY

PERMIT & CERTIFICATE OF OCCUPANCY / APPROVAL SUMMARY
Through December 31, 2018

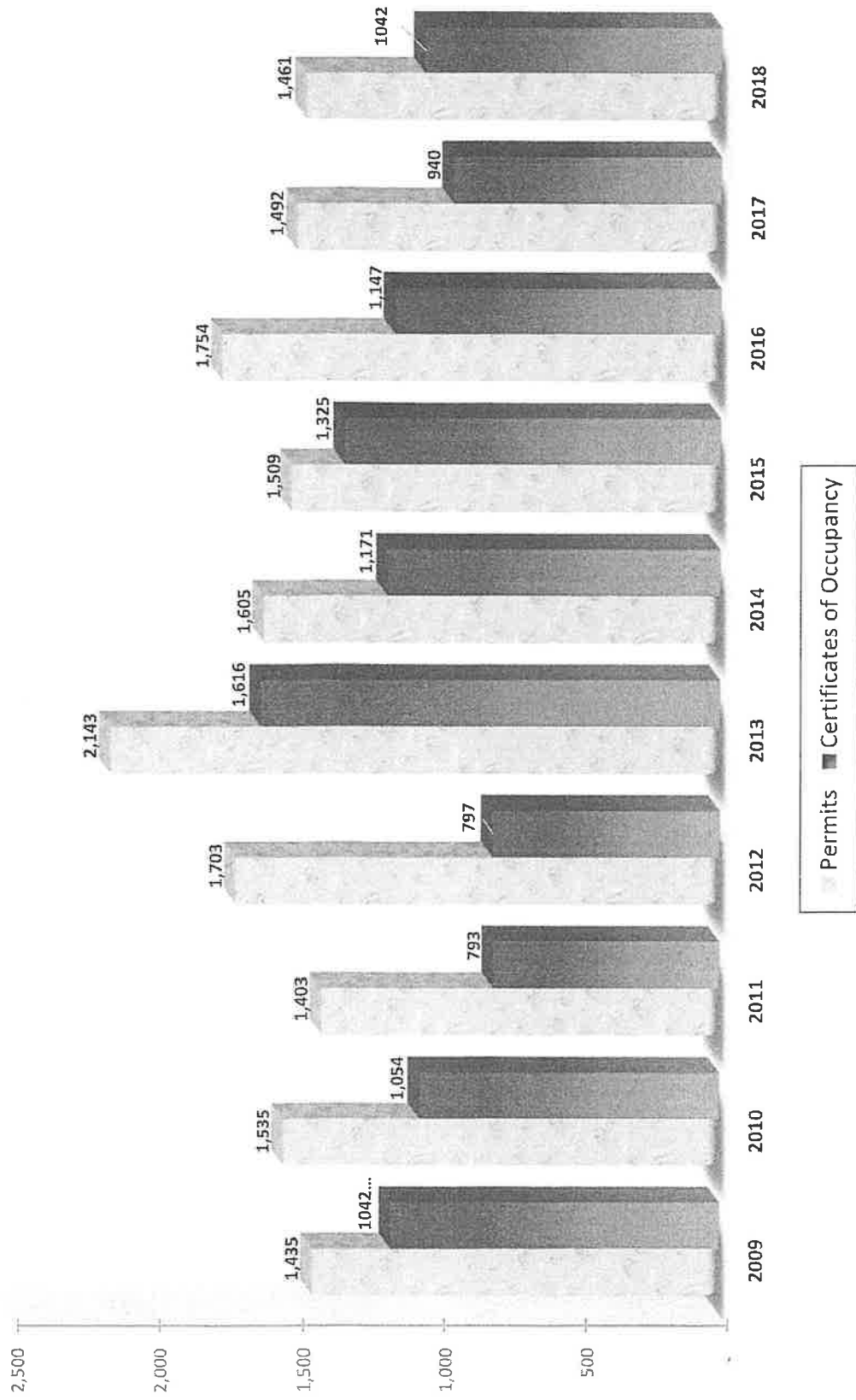


Table IV

Housing Units by Size

	Housing Units by Number of Bedrooms				Median Rooms per Unit
	0 - 1 Bedrooms	2 Bedrooms	3 Bedrooms	4+ Bedrooms	
Bedminster Township	516	2,282	1,003	662	5.3
Bernards Township	1,119	2,103	2,280	4,329	7.4
Bernardsville Borough	183	458	666	1,499	7.7
Bound Brook Borough	857	1,152	1,229	658	5.2
Branchburg Township	203	986	1,475	2,723	7.7
Bridgewater Township	1,379	2,725	5,490	6,655	7.1
Far Hills Borough	5	98	83	166	7.9
Franklin Township	2,917	9,135	7,538	5,659	5.8
Green Brook Township	6	674	604	1,064	7.1
Hillsborough Township	1,687	2,997	3,803	5,267	6.8
Manville Borough	543	1,196	1,911	799	5.7
Millstone Borough	11	15	62	61	7.0
Montgomery Township	321	1,323	1,710	3,993	8.0
North Plainfield Borough	1,860	1,939	2,789	1,406	5.3
Peapack/Gladstone Borough	88	153	258	491	7.6
Raritan Borough	317	901	1,143	531	5.8
Rocky Hill Borough	34	42	85	111	7.6
Somerville Borough	1,395	1,517	1,616	765	4.9
South Bound Brook Borough	280	520	786	251	5.3
Warren Township	219	331	1,184	3,143	8.4
Watchung Borough	216	305	856	1,026	7.2
SOMERSET COUNTY	14,156	30,852	36,571	41,259	6.5

Notes: 5-Year Estimates are based on a sample of data collected between January 1, 2007 and December 31, 2011.

Source: US Census Bureau, American Community Survey, 2007-2011, 5-Year Estimates, Selected Housing Characteristics

**APPENDIX TABLES V AND VI
(SEE ATTACHED)**

Table V

Household Income Distribution: 2007 - 2011 (1 of 3)

	Less than \$10,000		\$10,000 to \$14,999		\$15,000 to \$24,999		\$25,000 to \$34,999	
	Total	Percent	Total	Percent	Total	Percent	Total	Percent
Bedminster Township	87	2.1%	60	1.5%	161	4.0%	278	6.8%
Bernards Township	196	2.1%	238	2.5%	312	3.3%	224	2.3%
Bernardsville Borough	23	0.9%	66	2.5%	84	3.2%	108	4.1%
Bound Brook Borough	100	3.0%	69	2.1%	245	7.3%	415	12.4%
Branchburg Township	51	1.0%	54	1.0%	164	3.1%	190	3.6%
Bridgewater Township	396	2.5%	440	2.8%	587	3.7%	820	5.2%
Far Hills Borough	13	3.8%	3	0.9%	3	0.9%	34	9.9%
Franklin Township	685	3.0%	427	1.8%	937	4.1%	1,227	5.3%
Green Brook Township	26	1.2%	21	0.9%	47	2.1%	99	4.4%
Hillsborough Township	209	1.6%	171	1.3%	539	4.2%	424	3.3%
Manville Borough	134	3.5%	139	3.6%	347	9.0%	332	8.6%
Millstone Borough	1	0.7%	2	1.4%	6	4.1%	12	8.2%
Montgomery Township	101	1.5%	80	1.2%	139	2.0%	266	3.8%
North Plainfield Borough	196	2.7%	280	3.8%	578	7.9%	470	6.5%
Peapack/Gladstone Borough	6	0.6%	50	5.2%	42	4.4%	34	3.6%
Raritan Borough	108	4.1%	67	2.6%	234	9.0%	205	7.9%
Rocky Hill Borough	13	5.1%	0	0.0%	3	1.2%	10	4.0%
Somerville Borough	135	3.0%	128	2.8%	313	6.9%	444	9.8%
South Bound Brook Borough	33	1.9%	0	0.0%	163	9.6%	85	5.0%
Warren Township	71	1.5%	34	0.7%	111	2.3%	132	2.8%
Watchung Borough	48	2.3%	46	2.2%	91	4.3%	125	5.9%
SOMERSET COUNTY	2,632	2.3%	2,375	2.1%	5,106	4.5%	5,934	5.2%

Source: U.S. Bureau of Census: 2007-2011 American Community Survey 5-Year Estimates, Selected Economic Characteristics

Household Income Distribution: 2007 - 2011 (2 of 3)

	\$35,000 to \$49,999		\$50,000 to \$74,999		\$75,000 to 99,999		\$100,000 to \$149,999	
	Total	Percent	Total	Percent	Total	Percent	Total	Percent
Bedminster Township	362	8.9%	565	13.9%	497	12.2%	823	20.2%
Bernards Township	610	6.4%	1,311	13.7%	860	9.0%	1,658	17.3%
Bernardsville Borough	117	4.5%	408	15.6%	298	11.4%	449	17.2%
Bound Brook Borough	491	14.7%	657	19.7%	476	14.2%	467	14.0%
Branchburg Township	182	3.5%	777	14.9%	700	13.4%	1,103	21.1%
Bridgewater Township	992	6.3%	1,492	9.4%	2,025	12.8%	3,584	22.7%
Far Hills Borough	12	3.5%	40	11.7%	23	6.7%	59	17.2%
Franklin Township	2,185	9.5%	3,700	16.0%	3,798	16.4%	5,329	23.1%
Green Brook Township	81	3.6%	252	11.2%	275	12.2%	655	29.0%
Hillsborough Township	802	6.2%	2,016	15.6%	1,652	12.8%	3,200	24.8%
Manville Borough	729	18.8%	826	21.3%	599	15.5%	437	11.3%
Millstone Borough	15	10.3%	22	15.1%	19	13.0%	39	26.7%
Montgomery Township	329	4.8%	517	7.5%	685	9.9%	1,363	19.7%
North Plainfield Borough	1,121	15.4%	1,534	21.1%	1,058	14.5%	1,123	15.4%
Peapack/Gladstone Borough	80	8.4%	117	12.3%	45	4.7%	193	20.2%
Raritan Borough	298	11.4%	428	16.4%	489	18.8%	477	18.3%
Rocky Hill Borough	14	5.5%	65	25.7%	47	18.6%	56	22.1%
Somerville Borough	500	11.0%	846	18.7%	813	17.9%	890	19.6%
South Bound Brook Borough	271	16.0%	296	17.4%	325	19.2%	311	18.3%
Warren Township	327	6.9%	419	8.8%	517	10.9%	824	17.4%
Watchung Borough	170	8.0%	214	10.1%	291	13.8%	274	12.9%
SOMERSET COUNTY	9,688	8.5%	16,502	14.4%	15,492	13.5%	23,314	20.4%

Source: U.S. Bureau of Census: 2007-2011 American Community Survey 5-Year Estimates, Selected Economic Characteristics

Household Income Distribution: 2007 - 2011 (3 of 3)

	\$150,000 to 199,999		\$200,000 or more	
	Total	Percent	Total	Percent
Bedminster Township	507	12.5%	725	17.8%
Bernards Township	1,110	11.6%	3,038	31.8%
Bernardsville Borough	204	7.8%	861	32.9%
Bound Brook Borough	298	8.9%	123	3.7%
Branchburg Township	948	18.1%	1,062	20.3%
Bridgewater Township	2,515	15.9%	2,943	18.6%
Far Hills Borough	19	5.5%	137	39.9%
Franklin Township	2,549	11.0%	2,257	9.8%
Green Brook Township	415	18.4%	389	17.2%
Hillsborough Township	1,917	14.8%	1,988	15.4%
Manville Borough	195	5.0%	137	3.5%
Millstone Borough	23	15.8%	7	4.8%
Montgomery Township	1,132	16.4%	2,306	33.3%
North Plainfield Borough	580	8.0%	340	4.7%
Peapack/Gladstone Borough	184	19.3%	203	21.3%
Raritan Borough	117	4.5%	183	7.0%
Rocky Hill Borough	14	5.5%	31	12.3%
Somerville Borough	303	6.7%	162	3.6%
South Bound Brook Borough	138	8.1%	75	4.4%
Warren Township	613	12.9%	1,700	35.8%
Watchung Borough	242	11.4%	615	29.1%
SOMERSET COUNTY	14,023	12.3%	19,282	16.9%

Source: U.S. Bureau of Census: 2007-2011 American Community Survey 5-Year Estimates, Selected Economic Characteristics

Table VI

Population by Age Group: 2000

	Under 5	5-17	18-24	25-34	35-44	45-54	55-64	65 and Over
Bedminster Township	482	1,046	265	1,590	1,759	1,368	902	890
Bernards Township	1,962	5,022	613	2,542	5,115	3,917	2,341	3,063
Bernardsville Borough	557	1,430	255	760	1,350	1,233	827	933
Bound Brook Borough	699	1,619	968	1,949	1,728	1,157	767	1,268
Branchburg Township	1,269	2,825	548	1,878	3,157	2,289	1,394	1,206
Bridgewater Township	3,295	8,095	1,718	5,595	8,421	6,344	4,029	5,443
Far Hills Borough	52	110	26	109	138	159	123	142
Franklin Township	3,733	8,244	3,036	9,218	9,572	7,034	4,261	5,805
Green Brook Township	371	1,047	229	655	1,067	796	605	884
Hillsborough Township	2,898	8,165	1,820	4,914	7,802	5,898	2,629	2,508
Manville Borough	516	1,719	653	1,434	1,869	1,348	978	1,826
Millstone Borough	17	67	12	46	58	79	61	70
Montgomery Township	1,514	4,406	525	1,708	3,869	2,899	1,371	1,189
North Plainfield Borough	1,654	4,009	1,606	3,837	3,872	2,695	1,434	1,996
Peapack/Gladstone Borough	183	472	110	263	469	394	246	296
Raritan Borough	460	1,021	346	1,028	1,190	750	517	1,026
Rocky Hill Borough	38	100	18	74	112	126	80	114
Somerville Borough	869	1,990	983	2,210	2,237	1,445	951	1,738
South Bound Brook Borough	285	816	348	784	841	619	327	472
Warren Township	1,019	3,367	495	1,162	2,764	2,403	1,451	1,598
Watchung Borough	334	936	219	611	907	908	784	914
SOMERSET COUNTY	22,207	56,506	14,793	42,367	58,297	43,861	26,078	33,381

Source: US Census Bureau, 2000 Census, Summary File 1 (Table P12)

Annual Estimates of the Resident Population for Municipalities in New Jersey, by County: April 1, 2010 to July 1, 2017

Table VI

Area Name	April 1, 2010							Estimates as of July 1,						
	Census	Base	2010	2011	2012	2013	2014	2015	2016	2017				
New Jersey	8,791,894	8,791,953	8,803,708	8,844,694	8,882,095	8,913,735	8,943,010	8,960,001	8,978,416	9,005,644				
Somerset County	323,444	323,428	324,248	326,597	328,588	331,029	332,345	333,399	334,373	335,432				
Bedminster township	8,165	8,161	8,175	8,205	8,226	8,236	8,242	8,223	8,221	8,210				
Bernards township	26,652	26,686	26,738	26,834	26,946	27,023	27,072	27,026	27,034	27,061				
Bernardsville borough	7,707	7,719	7,732	7,751	7,771	7,774	7,786	7,790	7,815	7,815				
Bound Brook borough	10,402	10,410	10,428	10,472	10,515	10,527	10,521	10,492	10,470	10,468				
Branchburg township	14,459	14,456	14,539	14,600	14,647	14,656	14,671	14,648	14,698	14,712				
Bridgewater township	44,464	44,427	44,504	44,875	45,265	45,340	45,395	45,295	45,256	45,414				
Far Hills borough	919	919	921	926	929	930	930	928	928	927				
Franklin township	62,300	62,312	62,535	63,113	63,674	65,195	65,598	66,078	66,406	66,734				
Green Brook township	7,203	7,163	7,175	7,206	7,229	7,242	7,239	7,220	7,227	7,212				
Hillsborough township	38,303	38,304	38,421	38,834	39,094	39,245	39,597	39,758	39,876	40,003				
Manville borough	10,344	10,344	10,362	10,419	10,450	10,467	10,440	10,412	10,441	10,414				
Millstone borough	418	417	418	417	418	418	419	418	420	420				
Montgomery township	22,254	22,251	22,300	22,422	22,521	22,585	22,736	23,024	23,393	23,584				
North Plainfield borough	21,936	21,928	21,960	22,042	22,110	22,130	22,141	22,094	22,091	22,060				
Peapack and Gladstone borough	2,582	2,559	2,566	2,574	2,579	2,588	2,592	2,593	2,601	2,610				
Raritan borough	6,881	6,882	6,896	6,922	6,940	7,270	7,510	8,019	8,016	8,011				
Rocky Hill borough	682	682	683	688	687	691	691	689	689	688				
Somerville borough	12,098	12,098	12,118	12,172	12,200	12,210	12,213	12,185	12,177	12,418				
South Bound Brook borough	4,563	4,547	4,557	4,575	4,594	4,603	4,599	4,598	4,598	4,657				
Warren township	15,311	15,329	15,369	15,666	15,869	15,953	15,999	15,966	16,057	16,029				
Watchung borough	5,801	5,834	5,851	5,884	5,924	5,946	5,954	5,943	5,959	5,985				

Note: The estimates are based on the 2010 Census and reflect changes to the April 1, 2010

population due to the Count Question Resolution program and geographic program revisions.

All geographic boundaries for these population estimates are as of January 1, 2015.

An "(X)" in the 2010 Census field indicates a government that was formed or incorporated after the 2010 Census.

See additional information on these areas in the Geographic Boundary Change Notes

(see <http://www.census.gov/reference/boundary-changes.html>).

* Princeton in Mercer County includes Princeton Borough and Princeton Township, the two units merged into a single Princeton in 2013
For population estimates methodology statements, see <http://www.census.gov/popest/methodology/index.html>.

Source: U.S. Census Bureau, Population Division

Release Date: May 24, 2018

APPENDIX VII
EXPLANATION OF RCA CREDITS

The Township funded the cities of New Brunswick in Round 1 and Perth Amboy in the 2nd to assist those communities in the development of new and renovated housing for low- and moderate-income families. A total of 251 units were funded.

**APPENDIX VIII
ASSISTED LIVING UNITS
FURTHER EXPLANATION**

Assisted Living- The Zoning Board Resolution, as part of the approval of the Chelsea II project, required 7 affordable units. These affordable units were transferred from the Chelsea II project to the Mt. Bethel Village project, since the owner of both projects is the same person (Herb Hefflich). The Mt. Bethel Village project is a 100% special needs development.

APPENDIX IX
WAGNER FARM AND FUTURE SPECIAL NEEDS BEDS

The Wagner Farm Site (Block 83, Lot 4) will provide 32 units of special needs housing. A certain Transfer and Development Agreement was executed between BC UW/Madeline Partners (the “Developer”) and the Township on August 9, 2018, as authorized by Resolution No. 18-03 (copies of both documents are attached to this **Appendix IX**).

The Township, in accordance with Paragraph 13 of the Mount Laurel Affordable Housing Settlement Agreement, will provide for 25 additional special needs bedrooms as follows:

- a. Five (5) special needs beds shall be constructed and/or occupied by not later than December 31, 2021; and
- b. The remaining twenty (20) special needs beds shall be constructed and/or occupied by not later than December 31, 2024.

**TOWNSHIP OF WARREN
RESOLUTION NO. 18-203
TRANSFER AND DEVELOPMENT AGREEMENT
BCUW/MADELINE HOUSING PARTNERS, LLC**

WHEREAS, the Township of Warren ("Township") wishes to enter into a Transfer and Development Agreement ("Agreement") with BCUW/Madeline Housing Partners, LLC ("Developer"); and

WHEREAS, the purpose of this agreement is for the Developer to provide special needs housing in relation to the Township's 3rd Round Affordable Housing Plan; and

WHEREAS, the Developer will provide for thirty-two (32) affordable housing bedrooms for persons who are developmentally disabled; and

WHEREAS, it is necessary for the Township Committee to authorize the Mayor to execute the Agreement between the Township and the Developer.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Warren, in the County of Somerset, State of New Jersey as follows:

1. The Mayor and Township Clerk are hereby authorized to execute four (4) copies of the Transfer and Development Agreement, attached hereto as Exhibit "A."

2. A certified copy of this Resolution, together with two (2) executed copies of this Agreement shall be forwarded to the Bergen County United Way, one (1) copy will be transmitted to the Township Attorney's office and one (1) copy will be kept on file with the

INTRODUCED	SECONDED	COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
		LAZO	x			
		MARION	x			
	x	GARAFOLA	x			
x		DINARDO	x			
		SORDILLO	x			

CERTIFICATION

I, Cathy Reese, Township Clerk of the Township of Warren, in the County of Somerset, New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted at a meeting of the Township Committee held on August 9, 2018.


Cathy Reese, RMC
Township Clerk

Exhibit "A"

Affordable Supportive Housing Development
188 Mountain Avenue
Lot 4, Block 83, Warren Township, New Jersey
Project Description

BCUW/Madeline Housing Partners, a New Jersey based not for profit affordable housing developer working in collaboration with Warren Township, will build rental housing at 188 Mountain Avenue for 32 adult individuals with developmental disabilities in partial fulfillment of the Township's 3rd Round affordable housing plan.

Recognized diagnoses of developmental disabilities include Autism, Cerebral Palsy, Down's syndrome, and Multiple Sclerosis.

BCUW/Madeline will build 2-3 one story buildings that may contain a mix of one and two bedroom units but will not exceed 32 bedrooms. A community room will also be included to support tenant gatherings – birthday parties, yoga classes etc.

A full site plan presentation will be made to the Warren Township Planning Board once geologic and other testing is completed at the site which will inform the project's architect and engineer on building placement and design. Application is expected to be made during 2019 with construction expected to begin by the end of 2019 and be completed by the end of 2020 depending on weather conditions.

Tenant selection will be made based on eligibility which includes a certified diagnosis of a developmental disability and compliance with income limits for affordable housing.

Only tenants will live at the site. There will be no caregivers living at the site though service providers will be on site to support tenants.

The project will operate like any residential setting. Tenants will leave during the day to attend service programs, work activities and on weekend participate in recreational activities in the area. Family and friends will visit as with any residential apartment type project.

Funding for construction is expected from a variety of sources and may include Federal, State and County funding, private philanthropic funds and potentially conventional bank financing.

Property maintenance will be done by BCUW/Madeline.

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188 Mountain Avenue
Lot 4, Block 83, Warren Township, New Jersey
Transfer and Development Agreement

This Agreement made as of the 9th day of August, 2018 ("Agreement")
by and between the Township of Warren located at 46 Mountain Boulevard, Warren Township,
NJ 07059 ("Transferor") and BCUW/Madeline Housing Partners, LLC located at 6 Forest
Avenue, Suite 220, Paramus, NJ 07652 ("Developer"); and

WHEREAS, the Transferor is the record owner of property commonly known as 188
Mountain Avenue and as Block 83, Lot 4, on the Tax Assessment Map of the Township of
Warren (the "Property"); and

WHEREAS, the Transferor and the Developer seek to cause to be constructed and
operated on the Property a supportive, affordable, housing structure which will provide thirty-
two (32) affordable housing bedrooms for persons who are developmentally disabled (the
"Project").

NOW THEREFORE WITNESSETH this Agreement that for and in consideration of the
sum of One and no/100 (\$1.00) Dollar, the parties agree as follows:

1. The Transferor will lease use and occupancy of the Property to the Developer for
a term of Ninety-Nine (99) years with full rights to develop, lien, occupy, and assign, or sublet
the Property subject to this Agreement (the "Lease"). The total rent for the term of the Lease
shall be the sum of One and no/100 (\$1.00) Dollar. The Lease shall contain a use restriction
guaranteeing that affordability controls pursuant to the New Jersey Housing Affordability
Controls Act (the "Act") and regulations adopted in connection therewith (the "Regs"). The
Lease is to take effect promptly after contingencies stated below are met or waived by both

parties. The Lease shall impose a use restriction limiting the use of the Property by the Developer to providing affordable housing for persons with developmental disabilities.

2. Upon receipt of a fully signed copy of this Agreement, Developer will seek to obtain a formal commitment for financing for the erection of the Project that will be subject to, and comply with, licensing and regulations for affordable residences as well as for disabled persons as supervised by New Jersey State agencies. The combined soft costs and estimated construction costs to complete the Project being \$5,000,000.00, this Agreement is contingent upon Developer obtaining a formal financing commitment from individual, public, commercial financing and private foundation sources in the aggregate principal sum of Five Million and no/100 Dollars (\$5,000,000.00) within one (1) year from the date of this Agreement. The parties acknowledge that neither the Developer nor the Transferor shall be required to contribute funds to the completion of the Project. In the event such financing commitment is not timely obtained, either party may elect to terminate this Agreement on ten (10) days prior written notice delivered to the other party provided that, within the written notice period, Developer may elect to waive the financing contingency and proceed to Closing. In connection with any such financing, Developer shall have the right to grant any lender, or other party advancing the requisite financing, a security interest in the Property in the form of a first priority mortgage, lien or other instrument evidencing Developer's debt to such third party(ies). The grant of any such security interest shall not be deemed a prohibited transfer of rights hereunder or under the Lease.

(a) Pursuit of financing may require environmental testing and reports satisfactory to the financial agency. Transferor agrees to provide Developer with full access to the Property for the purpose of conducting its due diligence studies (the "Due Diligence Studies"). Developer agrees to conduct all Due Diligence Studies in such a manner as to not

unreasonably disturb or interfere with ongoing activities of Transferor or the Wagner Farm Arboretum. Developer shall not, prior to the closing, bring or invite to the Property or permit Developer's consultants to bring or invite to the Property, any person who is licensed as a Licensed Site Remediation Professional (as defined in the Site Remediation Reform Act, P.L. 2009, c. 60 (C.58:10C-1 et. seq.) and the regulations promulgated thereunder) (an "LSRP") or any person who at any time is under application to be licensed as an LSRP. Prior to the Closing of the Lease hereunder, Developer shall not share, and shall not permit Developer's representatives to share, any information relating to the Property with an LSRP, it being agreed that notwithstanding anything to the contrary contained in this Agreement, the provisions of this sentence shall survive the termination of this Agreement.

(b) Any portions of the Property which are disturbed or otherwise damaged by Developer or Developer's agents, consultants, employees, contractors, subcontractors, invitees, or other representatives must be restored by Developer, at Developer's sole cost and expense, as close as reasonably practicable, to their prior existing condition. Developer hereby agrees to protect, defend, indemnify, and hold Transferor, Transferor's employees, members, managers, agents, and officers harmless from and against any and all liabilities, claims, damages, demands, judgments, costs, expenses or losses incurred by Transferor for property damage claims or personal injury claims as a result of the conduct of the Due Diligence Studies or any other entry onto the Property by Transferor, its agents, employees, contractors, subcontractors, invitees, consultants or other representatives. Developer shall maintain or cause to be maintained, at Developer's expense, a policy of commercial general liability insurance, with a combined single limit of not less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence, insuring Transferor, Developer and anyone who has access to the Property on Developer's behalf and/or

performs any of the Due Diligence Studies, against any injuries or damages to persons or property that may result from or are related to Developer's and/or such Developer's agents' entry upon the Property. Prior to such entry upon the Property, Developer shall provide Transferor with written proof of such insurance.

(c) The Transferor agrees that as contained in any written financing commitment, upon request of a financing lender, the Transferor will subordinate any statutory right of reverter applicable to the Property, if any, due to the Lease in order to facilitate approval, development, construction and permanent financing provided all funds advanced by the lender are applied to soft costs and construction of this Project. The Property shall remain subject to a use restriction limiting the use of the Property to low income supportive housing for diagnosed developmentally disabled persons, unless the Transferor agrees in writing to a different use of the Property pursuant to a formal request by the then Property lessee. The Transferor's agreement to subordinate its right of reverter, if any, shall also extend to Quality Integrated Supports, a New Jersey non-profit corporation ("QIS") so long as the aforesaid financing is to effectuate the intent of this Agreement.

3. This Agreement is contingent upon the Transferor obtaining approval of the development plan from applicable Transferor governmental agencies, Fair Share Housing Center, and the New Jersey Superior Court for the Project that is satisfactory to the Transferor within one (1) year from the full and complete execution of this Agreement by all Parties. If this condition is not met or waived, either Transferor or Developer may terminate this Agreement upon seven (7) days' prior written notice.

4. Promptly upon receiving a fully signed copy of this Agreement, Developer will apply for approvals for construction of the Project and a building permit through the Transferor's

municipal agencies and the agencies of the State of New Jersey including, but not limited to, the New Jersey Department of Human Services. The Developer will, at its sole cost and expense, diligently prepare, file and pursue approvals of site plan applications, obtaining building permits, and thereafter pursue the erection and completion of the Project. If required by any Board or agency reviewing the site plan, Developer shall enter into a mutually agreeable developer's agreement concerning the construction of the Project. In the event final site plan approval for the Project is not obtained and a building permit issued within twenty-four (24) months of this Agreement being fully signed, either party may elect to terminate this Agreement by written notice delivered to the other party, or provide additional extensions of time to Developer in the Transferor's sole discretion. Upon such termination, there shall be no liability of either party to the other hereunder.

5. The Lease shall be executed within forty-five (45) days after a financing commitment satisfactory to the Developer has been formally received and the first building permit has been issued for the Project. The Lease shall be subject to the terms of the use restriction guaranteeing that the affordability controls pursuant to the Regs. shall apply to the Property.

6. Following the execution of the Lease and once construction financing has been formally obtained and once building permits have been issued, the Developer agrees to make all efforts to complete the construction of the Project within twenty-four (24) months. The twenty-four (24) month period shall be subject to extension for delays beyond the Developer's control including, but not limited to, acts of god, adverse weather conditions, unavailability of materials from anticipated sources of supply, labor difficulties, and physical conditions discovered on the Property not anticipated by the Transferor or the Developer related to environmental conditions.

In the event Developer fails to complete the Project, Transferor's remedy shall be to exercise its re-entry rights as landlord in accordance with the terms of the Lease. Developer shall not be required to contribute funds to the completion of the Project. Contemporaneously with the full and complete execution of this Agreement, an assignment (the "Assignment of Plans and Approvals") of all engineering, landscaping, architectural or other plans, approvals, permits and resolutions issued by any agency, body or board having jurisdiction over the Property and/or the Project shall be executed and delivered to the Transferor's Attorney. The Assignment of Plans and Approvals shall be in a form acceptable to counsel for the parties and shall be held in escrow by the Transferor's Attorney. The Assignment shall only become operative and delivered to the Transferor in the event of an uncured default as detailed in Section 8 below.

7. The Developer represents and warrants to the Transferor that:

(a) The Developer is qualified to manage the construction of the Project and is experienced in obtaining funding for projects of the nature of the Project undertaken pursuant to this Agreement.

(b) Once the Project is completed and an unconditional certificate of occupancy is issued, the Developer will cause the Project to be operated by a person or entity that is properly and continuously licensed to operate such projects in compliance with the regulations applicable to the Project. The licensed operator of the Project shall be subject to Transferor's consent, which shall not be unreasonably withheld, conditioned, or delayed provided that any such licensed operator adheres to and is subject to the terms of this Agreement, any and all laws applicable to such licensed operator and any restrictions of record affecting the Property. Transferor acknowledges that the anticipated licensed operator for the Project is QIS.

The Project is consistent with the mission of QIS which is dedicated to ensuring access to the highest quality of services and supports for individuals with developmental disabilities.

(c) The Developer is a valid and existing organization created and domiciled in the State of New Jersey and is authorized to do business in the State of New Jersey including the construction of projects such as the Project contemplated by this Agreement.

(d) The Developer is recognized by the Internal Revenue Service as a Section 501(c)(3) charitable organization.

8. The Property shall be ground leased subject to a right of re-entry to the Transferor that takes effect upon a default under this Agreement; provided the Transferor shall provide prior written notice to the Developer and the then Transferor approved operator, lease assignee, or subtenant of the Project (the "Approved Tenant") of not less than thirty (30) days stating the claimed default and providing the Approved Tenant with the opportunity to cure the claimed default within the said thirty (30) day period. Should the Approved Tenant undertake to cure the default and diligently thereafter pursue cure of the default and if such default is not be cured within the thirty (30) day notice period, the notice period shall be extended so long as the Approved Tenant continues to diligently pursue the cure. Notwithstanding the foregoing, in no event shall a cure period extend beyond one hundred twenty (120) days from the initial written notice, unless Transferor, in its sole and absolute discretion, allows such an extension. Upon the expiration of the aforesaid one hundred twenty (120) day timeframe, the re-entry shall be deemed to be automatic without any further instrument or documentation whatsoever. In addition, default shall occur upon the following events under the Lease of the Property:

(a) The Approved Tenant ceases to exist as a legal entity under the laws of the State of New Jersey as the result of any bankruptcy or similar insolvency proceeding, voluntary dissolution or forfeiture of charter;

(b) The Approved Tenant fails to obtain an unconditional certificate of occupancy for the Project that complies with building codes of the Transferor, the State of New Jersey or regulations satisfying requirements for residences for developmentally disabled persons within the twenty-four (24) months after issuance of building permits, as extended through diligent efforts to complete construction;

(c) The Approved Tenant fails to continuously provide a person or entity licensed by the New Jersey Department of Human Services or its successors to operate the Project facility as a service provider. Approved Tenant may retain the services of an independent licensed service provider duly licensed by the New Jersey Department of Human Services. Transferor acknowledges that the anticipated licensed Transferor for the Project is QIS and represents that it will not unreasonably withhold or delay its consent to QIS serving as the licensed operator, tenant or subtenant for the Project;

(d) The Approved Tenant ceases to be recognized as a charitable organization pursuant to Internal Revenue Code Section 501(c)(3) during construction, and, after the unconditional certificate of occupancy is issued;

(e) The Developer attempts to assign or sublet the Lease and Property, the Project or its obligations to construct, own and operate the Project under this Agreement without the prior written consent of the Transferor, the consent not to be unreasonably withheld or delayed; provided however that Developer shall not be deemed in default of this Agreement by

entering into a third party agreement with QIS or other Transferor-approved licensed operator of the Project in order to operate the Project; or

(f) The Property ceases to be occupied as a residence by qualified low income tenants who are developmentally disabled and in need of supportive housing in compliance with the Act and the Regs.

9. In the event of a default and failure to cure resulting in the right of re-entry by Transferor under the Lease, Transferor shall accept the Property "AS IS" and "WHERE IS" including, but not limited to, any deed restrictions, covenants, liens, and requirements imposed as the result of funding of the construction and operation of the Project, or the New Jersey Department of Human Services, as well as any financial liens or encumbrances and easements granted by the Approved Tenant in pursuit of compliance with local and state site plan approvals, building permits, construction of improvements, utility company requirements, and New Jersey Department of Environmental Protection requirements applicable to the Project. As stated in Section 6 above, the Transferor's attorney shall release an Assignment of Plans and Approval being held by him or her in escrow. The re-entry rights shall be subordinate to recorded financing liens.

10. To the extent permitted by state or federal laws, the service provider or the then operator of the Project shall give preference to occupancy of the Project to qualified persons who have resided in the Township of Warren for not less than six (6) months prior to applying for residence.

11. In the event the re-entry is implemented, the Developer, and its permitted successors and assigns, shall have no claim on the Property or against the Transferor for compensation or reimbursement of any funds expended in the construction and operation of the

Project beyond any recorded liens against the leasehold interest. So long as funds advanced by construction lenders are applied to soft costs of the Project preparation and construction of the Project, the Transferor shall have no recourse against the Approved Tenant. The Transferor's rights shall be subject to the rights of development and construction financing lien holders.

12. All notices with regard to this Agreement shall be in writing and delivered to the other party in the following manner:

- (a) by certified mail, return receipt requested, effective one day after mailing;
- (b) by nationally recognized overnight delivery service, effective one day after delivery to the overnight service;
- (c) by facsimile initiated between 9 A.M. and 4:30 P.M. on any business day that is not a New Jersey banking holiday followed by certified mail, return receipt requested, of a copy of the notice, effective upon initiating of the facsimile;
- (d) by any other future form of electronic communication where proof of initiating the transmission to the correct electronic address can be documented in writing which electronic notice shall be effective upon initiation; or
- (e) by personal delivery to the principal office of the party and to the person designated by that party in writing from time to time, effective upon personal delivery.
- (f) Notices shall be delivered to the following persons:
 - (i) Notices to the Transferor shall be addressed to the Township of Warren, 46 Mountain Boulevard, Warren Township, NJ 07059, Attn: Township Administrator with a copy to the Township Attorney;
 - (ii) Notices to Developer shall be addressed to BCUW/Madeline Housing Partners, LLC, 6 Forest Avenue, Suite 220, Paramus, NJ 07652, Attn: Thomas

Toronto, Co-Manager, with a copy to Madeline Corporation, 555 Tenth Street, Palisades Park, NJ 07650, Attn: Shari DePalma, Co-Manager, with a copy to Beattie Padovano, LLC, P.O. Box 244, 50 Chestnut Ridge Road, Suite 208, Montvale, NJ 07645-0244.

(iii) Notices to QIS (for purposes of notifying QIS of an default hereunder and providing QIS with an opportunity to cure any default by Developer hereunder) shall be addressed to c/o Lisa Parles, Esq., Parles Rekem LLP, 675 Morris Avenue Springfield, New Jersey 07081.

13. This Agreement contains all of the terms and conditions of the understanding of the parties. This Agreement may only be changed by written amendment executed by both parties.

14. Transferor represents that this Agreement has been reviewed on behalf of the Transferor and the execution of this Agreement has been authorized by appropriate adopted resolution of the governing body of the Transferor. The execution of this Agreement by the Managers of the Developer is duly authorized by executed resolution of the Members in accordance with the Operating Agreement.

ATTEST:

By:


CATHY REESE, RMC
Township Clerk

TOWNSHIP OF WARREN

By:


VICTOR J. SORDILLO, Mayor

BCUW/MADELINE HOUSING
PARTNERS, LLC

By:


THOMAS TORONTO, Manager

By:


SHARI DEPALMA, Manager

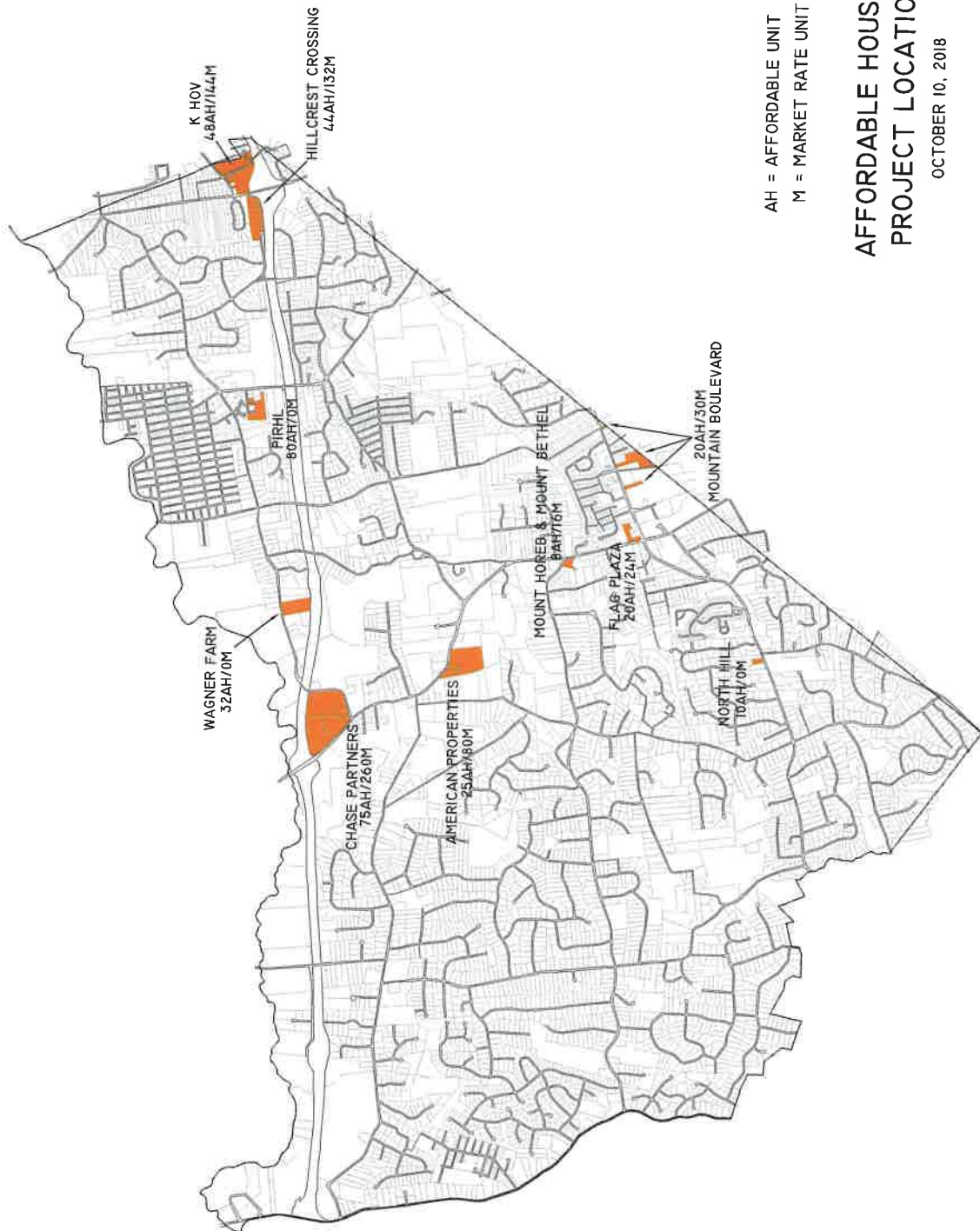
**APPENDIX X
SITE SUITABILITY ANALYSIS
UNDER NJAC 5:93-5.1(b)**

See pages which follow

SITE SUITABILITY ANALYSIS

Under NJAC 5:93-5.1 (b)

There are 12 affordable housing sites contained in the Warren Township Affordable Housing Plan. Each site was reviewed by the Court appointed Master prior to the Township fairness hearing. The following plans and narrative are submitted in support of the foregoing.



AH = AFFORDABLE UNIT
M = MARKET RATE UNIT

AFFORDABLE HOUSING PROJECT LOCATIONS

OCTOBER 10, 2018

SITE SUITABILITY PROFILE FOR INCLUSIONARY SITES

Inclusionary Site	Block/Lot	Total Acres	Developable Acres	Developable Portion of Site	Total Units	Market/Affordable	Neighborhood	Topographic Condition	Utilities
K. HOV	B208, L4, 10, 12, 19	29.7	22.3	22.3	192	144/48	Medium density single family/I-78	Flat to rolling	All available
HILLCREST CROSSING	B205 L58, 59, 60, 61	14.5	14.3	14.3	176	132/44	Medium density single family/I-78	Rolling	All available
PIRHL	APPROVED PRELIMINARY & FINAL SITE PLAN	8.17	7	7	80	0/80	Medium density single family/I-78	Rolling	All available
WAGNER FARM	B83 L4	7	7	7	32	0/32	Rural open space	Rolling	On site systems
CHASE PARTNERS	B85.01 L1, 2, 3, 4	50.6	24	24	335	260/75	Corp office park multi family	Plateaus to stream corridor	All available
AMERICAN PROPERTIES	APPROVED PRELIMINARY AND FINAL SITE PLAN				105	80/25	Industrial/commercial/rural	Generally rolling	All available
MT HOREB/MT BETHEL	B71 L37.01	2.59	2.59	2.59	24	16/8	Commercial	Site graded pre-development	All available
FLAG PLAZA	APPROVED PRELIMINARY AND FINAL SITE PLAN				44	24/20	Town center	Flat	All available
MT BLVD EAST	B92 L1	0.3	0.3	0.3	4	2/2	Town center	Flat	All available
MT BLVD CENTRAL	B90 L2	7.09	4	4	26	16/10	Town center	Flat	All available
MT BLVD WEST	B89 L4	1.79	1.3	1.3	20	14/6	Town center	Flat	All available
NORTH HILL	B69 L8.01	1.5	1.5	1.5	10	0/10	Church/storage yard single family	Flat	All available

All sites have been rezoned or redevelopment plans approved. PIRHL, American Properties and Flag Plaza have received preliminary and final site plan approval. Attached are concept plans.

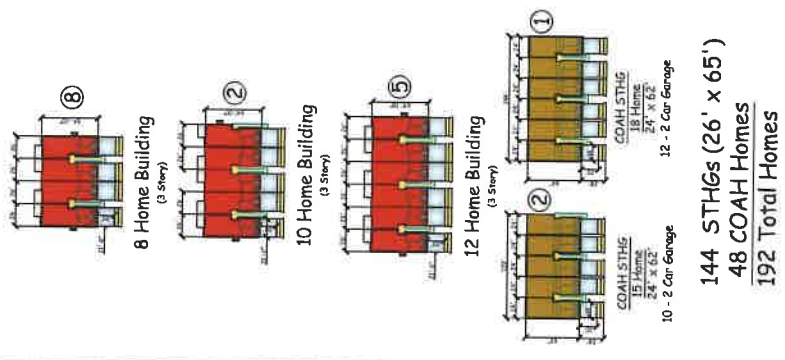
K HOV Project Site

A concept plan has been developed for the property. The plan shows the limits of wetlands.



Consent of Design:
 All concept plans are the intellectual sole property of K. Jovanian Homes LLC and its affiliates. They may not be used by any other person for any purpose without the specific written consent of K. Jovanian Homes LLC and/or its affiliates.

Note: This document is NOT a survey and is to be utilized for illustrative purposes only.



144 STHs (26' x 65')
 48 COAH Homes
 192 Total Homes

CONCEPT PLAN
 Berkeley Aquatic Center
 Township of Warren
 Somerset County, NJ



Hillcrest Crossing

A concept plan has been developed for the property. Special consultant/traffic engineer has developed a concept plan for the coordinated development of the Hillcrest Crossing and K HOV projects. The single developmental issue for this location was traffic management.

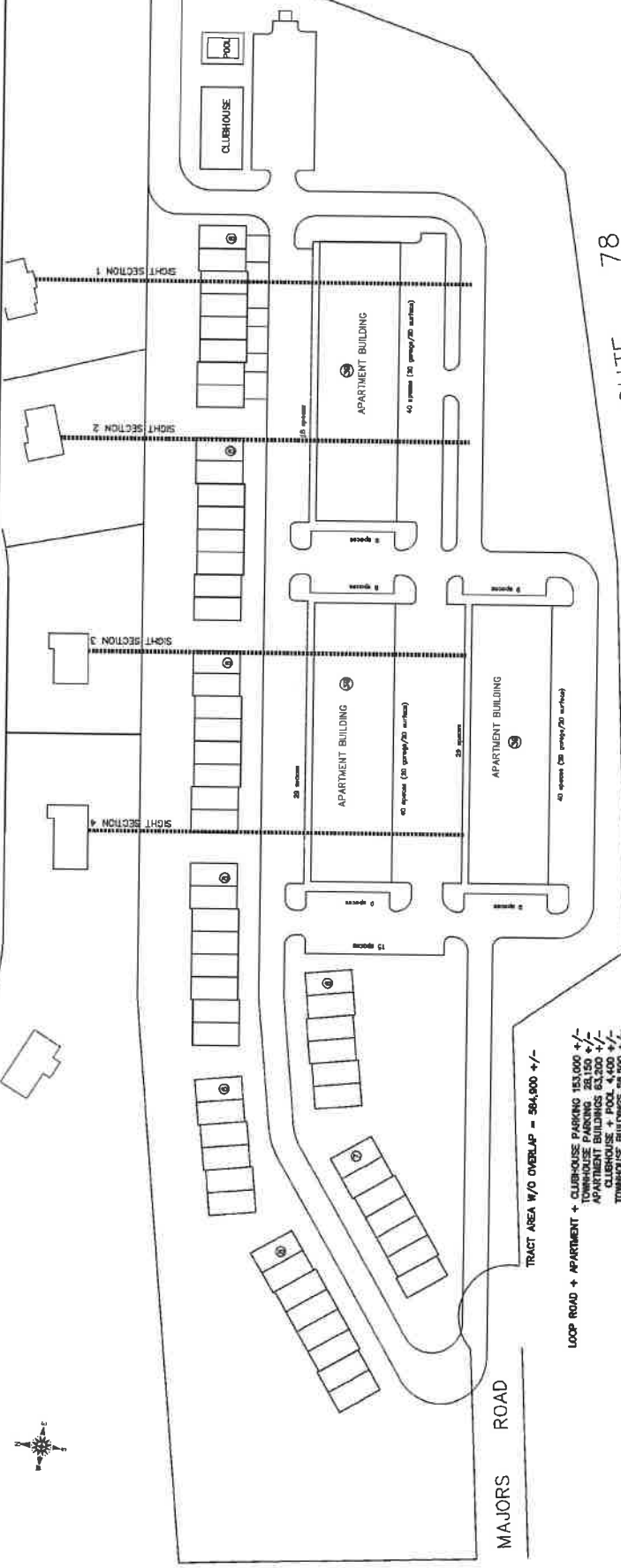


HILLCREST ROAD

MAJORS ROAD

ROUTE 78

INTERSTATE HIGHWAY



TRACT AREA W/O OVERLAP = 584,900 +/-

LOOP ROAD + APARTMENT + CLUBHOUSE PARKING 153,000 +/-
TOWNHOUSE PARKING 28,150 +/-
APARTMENT BUILDINGS 53,200 +/-
CLUBHOUSE + POOL 4,400 +/-
TOWNHOUSE BUILDINGS 21,000 +/-
TOWNHOUSE PATIOS 69 X 120 = 8,280 +/-
SIDEWALKS = 13,000 +/-
327,350 = 56% TOTAL IMPERVIOUS
125,000 = 8400 = 21%

59 TOWNHOMES
117 APARTMENTS
176 UNITS

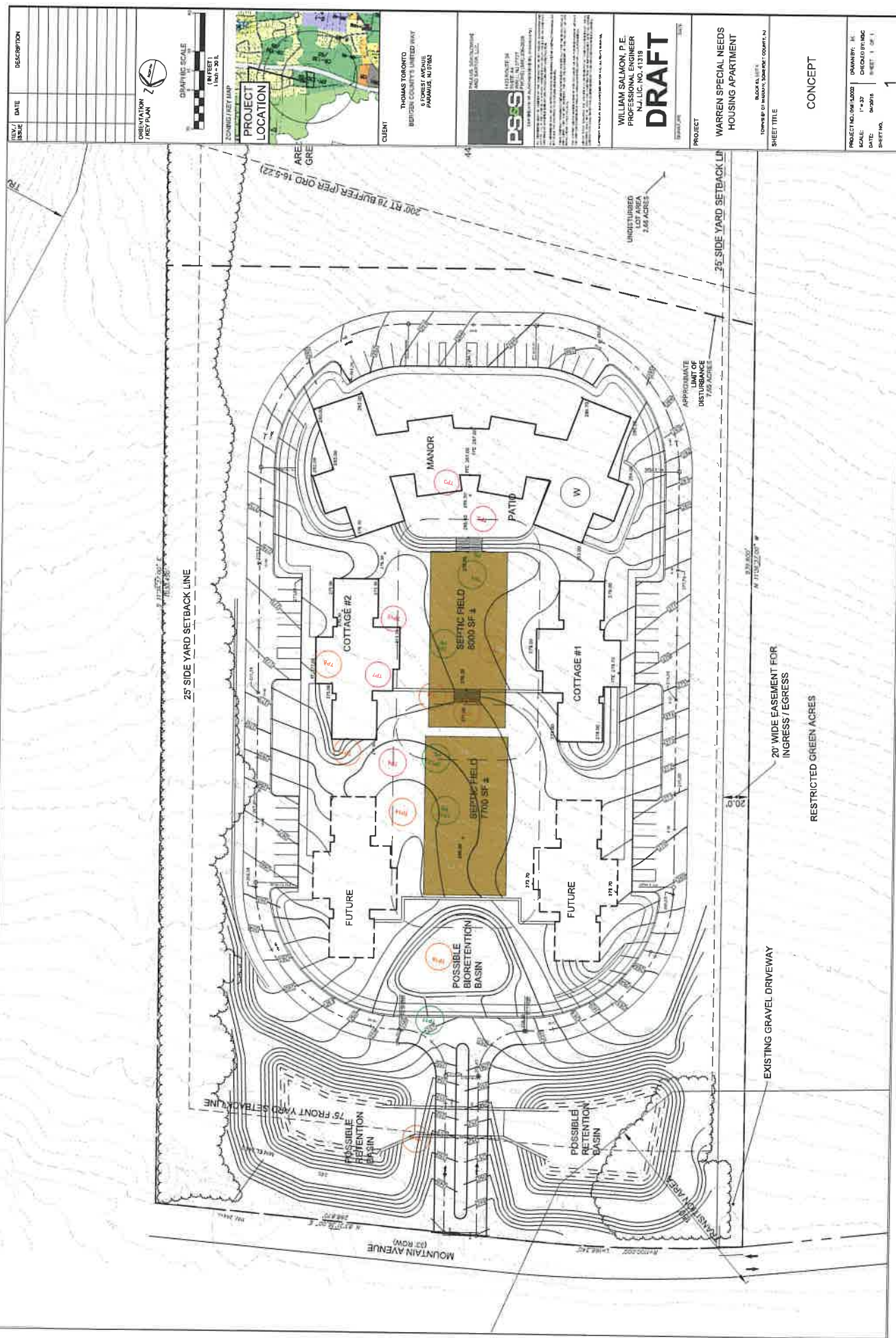
FISK ASSOCIATES, P.A. ENGINEERS - SURVEYORS - PLANNERS MIDDLESEX COUNTY, NEW JERSEY Phone: (201) 261-1234 Fax: (201) 261-1235	
STEPHEN M. FISK, L.S., LIC # 23919 ROBERT GAZALE, P.E., L.S., LIC # 35363 J.E. - NEW JERSEY PROFESSIONAL ENGINEER J.P.E. - NEW JERSEY PROFESSIONAL ENGINEER	
CONCEPT # 2 HILLCREST CROSSING	
TOWNSHIP OF WARREN SOMERSET COUNTY - NEW JERSEY	
DATE: 10/20/2011	DESIGN: 10/20/2011
REVISIONS	BY: [] DATE: []
PROJECT: 1	

PIRHL

This project has received Planning Board approval. The project LOI was challenged. The Department of Environmental Protection determined that the LOI was valid and properly issued. (NJDEP confirmation attached)

Wagner Farm

A concept plan has been developed. Soil investigation has been completed and preliminary application to NJDEP for site septic disposal has been made.



Chase Partners

A concept plan has been developed. The concept plan shows the limits of the flood hazard area and wetlands.

ROUTE 78 INTERSTATE HIGHWAY

MOUNTAIN AVENUE

EAST TOWNHOME AREA
(FOR SALE UNITS)

TAX LOT 4
BLOCK 85.01
11.1000 AC (2.7500 AC L.V.)

AH-4

WEST TOWNHOME
AREA/MULTI-FAMILY
(FOR SALE UNITS)

HOTEL &
RESTAURANT(S)

TAX LOT 2
BLOCK 85.01
11.1000 AC (2.7500 AC L.V.)

MULTI-FAMILY AREA
(FOR RENT UNITS)

TAX LOT 1
BLOCK 85.01
11.1000 AC (2.7500 AC L.V.)

TAX LOT 3
BLOCK 85.01
11.1000 AC (2.7500 AC L.V.)

KING GEORGE ROAD

American Properties

This site has received preliminary and final site plan approval. The plan is in the final stages of compliance and site development is expected in the immediate future.

Mount Horeb/Mount Bethel

All site work was accomplished approximately 15 years ago. Site work includes installation of storm water management facilities, water and sewer lines and site grading. This was accomplished in connection with construction of an office building at this location. The office building was abandoned and the site remained dormant for approximately 15 years.

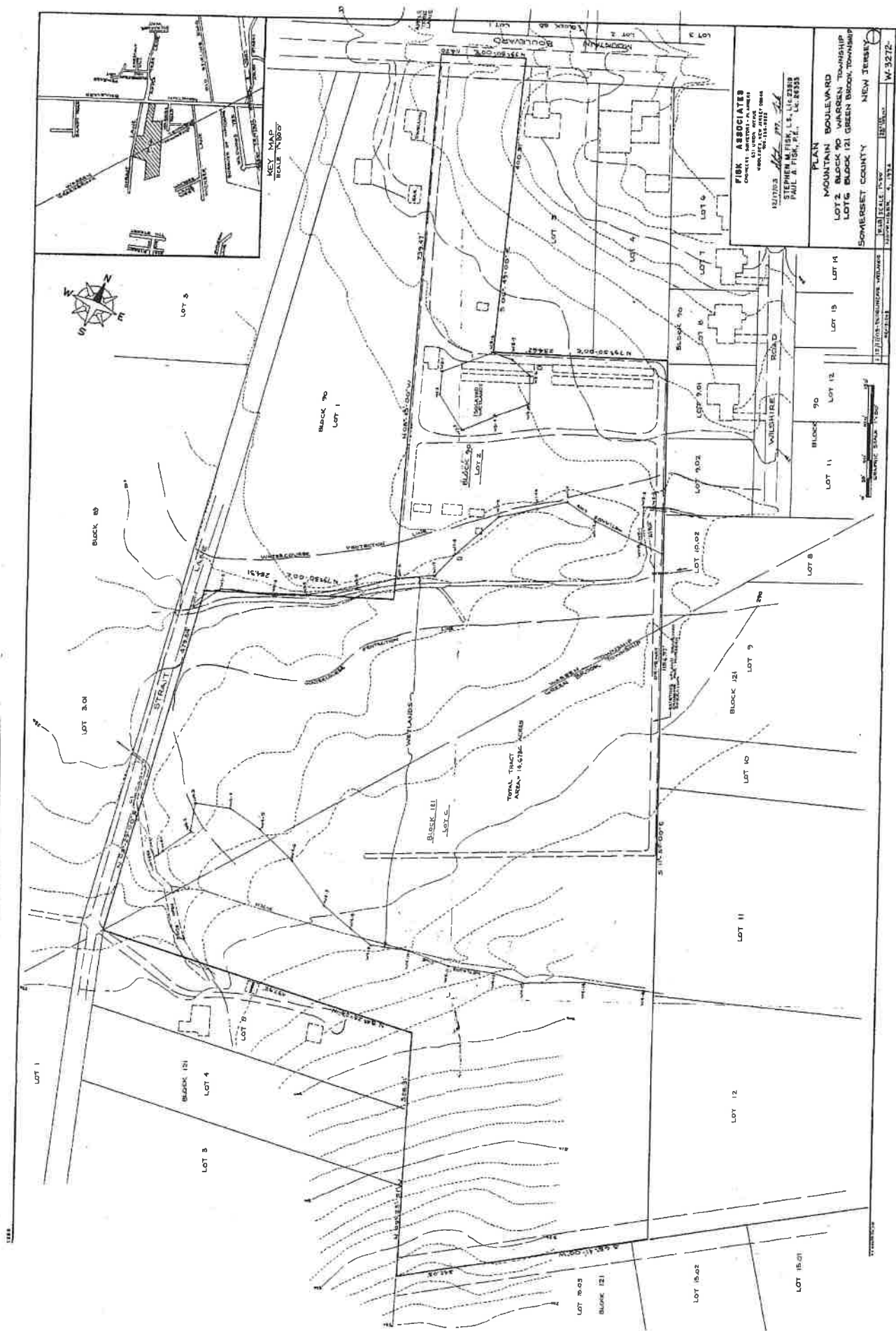
The site is being repurposed for a multifamily housing development including eight affordable housing units.

Flag Plaza

This is a redevelopment site in the center of Town. An existing building is being demolished and a new multifamily structure built in its place. Further, the second story of an existing commercial structure is being repurposed for affordable housing units. The project has received preliminary and final site plan approval.

Mountain Boulevard - 3 Sites

A survey showing the wetland limitation of the larger of three sites is provided. The survey shows that approximately 4 acres of upland are available for development of 26 units of which 10 would be affordable.



North Hill

This is an existing vacant lot fronting Washington Valley Road. This project is being developed in conjunction with the Hillcrest Crossing project. The site will be developed for 10 special needs households (expected as single person households)

APPENDIX XI SITES NOT INCLUDED IN 3RD ROUND PLAN

Two developers expressed interest in including their sites (whether contracted for or owned) in the 3rd Round HEFSP but the Township chose not to include, namely:

1. The “Dealaman Site”: identified as Lots 8 & 9 in Block 78, this 23 acre site, was proposed by Premier Developers to be included in this 3rd HEFSP but because this site was presented at the last minute by the developer, and the Township had already satisfied its affordable obligation for the 3rd Round, the Township chose not to include this site. Additionally, this site is located in the Stage IV sewer service area for which no current sewer capacity exists.
2. Lot 23 in Block 70.03 comprised of approximately 6 acres was proposed by Elite Properties for a mixed-use development with a number of affordable units included. The Township elected not to select this site since it had already satisfied its 3rd Round affordable housing obligation.
3. The Broda property identified as Block 82 in lot 12.02 comprised of 61 acres was rejected by the Township for affordable housing by Chase Partners since there was no sewer capacity available in the Stage IV sewer plant to accommodate this development.

**APPENDIX XII
SITES WHICH DO AND DO NOT
COMPLY WITH UHAC INCOME SPLIT**

See page attached

UHAC INCOME STRATIFICATION REQUIREMENTS

There are 12 project locations included in the Township's Affordable Housing Plan. None of the projects have proceeded to construction although several have received plan approval by the Planning Board. The following lists the status of each site and expectation to conform to UHAC requirements (for location of each site see attached map entitled *Affordable Housing Project Locations*)

1. K HOV (intersection of Hillcrest Road and Route I-78) the project is expected to conform.
2. Hillcrest Crossing (intersection of Hillcrest Road and Route I-78) the project is expected to conform.
3. PIRLH (Lindbergh Avenue) the project is 100% affordable housing (80 units), 13% very low; 37% low; 50% moderate.
4. Wagner Farm (Mountain Avenue) the project is a special needs facility and will be 100% affordable (32 units) and will conform to UHAC requirements.
5. Chase Partners (King George Road-Route I-78) the project is expected to conform
6. American Properties (Mt. Bethel Road) the project has received preliminary and final site plan approval. The project is expected to conform.
7. Mount Laurel/Mt. Bethel. The project is expected to conform.
8. Flag Plaza (Mt. Bethel/Mountain Blvd.) the project is a redevelopment site and has received preliminary and final site plan approval. Affordable units are located in a repurposed second-story commercial building. The Township expects the average household income to equal 52% of the median income. The stratification of the income will conform to UHAC requirements.
9. Mountain Blvd. consists of three individual sites. The first site will consist of four units 2 of which will be affordable. A second site will consist of 26 units of which 10 will be affordable. The third site will consist of 20 units of which six are affordable project sites two and three are expected to conform. The first site may require waivers/adjustments due to its small size.
10. North Hill (Washington Valley Road) this project is 100% affordable and will serve special-needs persons. The project is expected to conform.
11. But for Item 9 (first project) all projects are projected to conform to UHAC requirements.

**APPENDIX XIII
DEED RESTRICTIONS**

1. The COAH Substantive Certification for Rounds 1 and 2 are attached to this Exhibit XIII.
2. The Deed Restrictions for Woodland Acres (as such controls were extended) is attached to this Exhibit XIII
3. The Deed Restriction for the Whispering Hills extension of controls is attached to this Exhibit XIII.
4. Brightview- See attached
5. Mt. Bethel Village- See attached
6. Camp Jatoni- See attached
7. The Promenade- See attached

STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING

James L. Logue, III, Chairman

609-530-6663

11 C Princess Road

CN 813

Trenton, NJ 08625-0813



March 8, 1988

Mayor, Warren Township
46 Mountain Blvd.
Warren, NJ 07060

Dear Mayor:

Enclosed please find a copy of the resolution of the Council on Affordable Housing (COAH) granting your municipality substantive certification.

If you have any further questions, please contact this office at (609)530-6663.

Sincerely,

Douglas V. Opalski, Executive Director
Council on Affordable Housing

enclosure

cc: Municipal Attorney
Planning Board Chairman

DVO:va
d0101k

RESOLUTION GRANTING SUBSTANTIVE CERTIFICATION No. 31

WHEREAS, on May 7, 1987, Warren Township, Somerset County submitted an adopted housing element and fair share plan dated April 10, 1987 and prepared by John Chadwick, P.P. to the Council on Affordable Housing (COAH); and

WHEREAS, since Warren Township is a court transferred matter, the submission of its adopted housing element and fair share plan was deemed to be a petition for substantive certification pursuant to N.J.A.C. 5:91-4.2; and

WHEREAS, Warren Township published notice of its petition for substantive certification in the Courier News, which is a newspaper of general circulation within the municipality and county, on May 4, 1987, pursuant to N.J.S.A. 52:27D-313 and N.J.A.C. 5:91-4.3; and

WHEREAS, valid objections were filed to Warren Township's substantive certification within 45 days from the publication of its notice of petition for substantive certification, pursuant to N.J.S.A. 52:27D-314 and N.J.A.C. 5:91 et. seq.; and

WHEREAS, as a result of the filing of valid objections, COAH engaged in mediation with the objectors and Warren Township pursuant to N.J.S.A. 52:27d-315 and N.J.A.C. 5:91-7.1 et. seq.; and

WHEREAS, mediation resulted in the resolution of all objections and further resulted in agreement between the parties as detailed in the mediator's report which is attached to this resolution as Appendix A and is incorporated herein; and

WHEREAS, the objections not resolved in mediation were objections to the Council's rules and were not contested cases pursuant to N.J.S.A. 52:14B-1 et seq.; and

WHEREAS, COAH having considered the mediator's report, and the COAH review report which is attached hereto as Appendix B; and

WHEREAS, COAH by separate resolution on this date, approved the Regional Contribution Agreement between Warren and New Brunswick for the transfer of 166 units from Warren to New Brunswick; and

WHEREAS, COAH having reviewed Warren Township's petition for substantive certification to determine whether it is consistent with the rules and criteria adopted by COAH and the achievement of low and moderate income housing needs of the region; and

WHEREAS, COAH further having reviewed the Township of Warren's petition for substantive certification to determine whether the combination of the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations, and the affirmative measures in the housing element and implementation plan make the achievement of the municipality's fair share of low and moderate income housing realistically possible; and

WHEREAS, COAH has determined that Warren Township's precredited need is 367; and

WHEREAS, COAH has reviewed Warren's request for a waiver of N.J.A.C. 5:92-14.4(d) which would allow Warren to receive a rental bonus credit prior to the construction and occupancy of the units agreed to be constructed pursuant to agreements reached in mediation with F and W Associated/Feruggia Associates and AMG Realty Co./Skytop Land Co.; and

WHEREAS, COAH has determined that Warren's request for the above mentioned waiver should be granted since there are signed agreements with the developers which set forth a construction schedule that states when the units will be constructed; and

WHEREAS, COAH has further determined that Warren's fair share plan is consistent with the achievement of low and moderate income housing needs of the region; and

NOW THEREFORE BE IT RESOLVED that Warren Township's petition for substantive certification of its housing element and Fair Share plan is hereby granted; and

BE IT FURTHER RESOLVED that pursuant to the agreements reached in mediation as set forth in the mediator's report, Warren shall commence construction on its municipal housing project located at the intersection of Mountain Avenue and Stirling Road within one year from the date of this certification and shall complete such construction within two years of the date of this certification; and

BE IT FURTHER RESOLVED that Warren Township shall provide \$340,000 for the cost of rehabilitation of its indigenous need of 34 deficient units. Such funds shall be provided on a pro-rate basis over the six year certification period. The appropriation schedule shall be as follows:

November 1, 1988	\$50,000
May 1, 1989	\$70,000
May 1, 1990	\$80,000
May 1, 1991	\$70,000
May 1, 1992	\$70,000

The Township shall notify the Council in writing within 7 days of the appropriation of funds at each interval as described herein. This notification shall include the amount and source of the funds provided.

BE IT FURTHER RESOLVED that Warren Township shall adopt its fair share housing ordinance and execute the RCA with the City of New Brunswick within 45 days of the date of the granting of substantive certification; and

BE IT FURTHER RESOLVED that Warren Township shall provide COAH with a certified copy of the adopted fair share housing ordinance within one week of the adoption; and

BE IT FURTHER RESOLVED THAT Warren Township shall adopt its fair share housing ordinance and execute the RCA with the City of New Brunswick within 45 days of the date of the granting of substantive certification; and

BE IT FURTHER RESOLVED that this certification shall be for a period of six years from the date of its certification; and

BE IT FURTHER RESOLVED that Warren Township shall provide COAH with a certified copy of the adopted fair share housing ordinance within one week of the adoption; and

BE IT FURTHER RESOLVED that any changes in the facts upon which this certification is based, or any deviations from the terms and conditions of this certification, which affects Warren Township's ability to provide for the realistic opportunity for its fair share of low and moderate income housing and which Warren Township fails to remedy, may render this certification null and void.

I hereby certify that this resolution was duly adopted by the Council on Affordable Housing at its public meeting on *March 7, 1988*.


James L. Logue, III, Chairman
Council on Affordable Housing

d0449e

*The New Jersey Council on Affordable Housing,
in accordance with the Provisions of the*

Fair Housing Act,

hereby grants Substantive Certification to

Warren Township, Somerset County

January 10, 1996 to January 10, 2002

Department Of



Community
Affairs



File COAH

Harriet Derman

Commissioner Harriet Derman, COAH Chair

Shirley M. Bishop

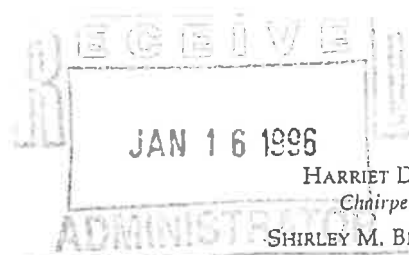
Shirley M. Bishop, COAH Executive Director

*Return
to ADM*



State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
CN-813
TRENTON NJ 08625-0813
609-292-3000
FAX: 609-633-6056
TDD#: (609) 278-0175

CHRISTINE TODD WHITMAN
Governor



HARRIET DERMAN
Chairperson
SHIRLEY M. BISHOP, P.P.
Executive Director

January 10, 1996

cc: Clerk

Honorable Kenneth Brenn
Township of Warren
Municipal Building
46 Mountain Blvd.
Warren, NJ 07059-5695

Dear Mayor Brenn:

Congratulations!

Enclosed please find a copy of the resolution by the Council on Affordable Housing (COAH) at the January 10, 1996 meeting that granted your municipality substantive certification.

If you have any questions or need further information please call Monica Etz at (609)292-4646.

Sincerely,

Shirley Bishop
Shirley M. Bishop, P.P.
Executive Director

encl.

cc: attached service list
Monica Etz

2889w/7



Honorable Kenneth Brenn
Township of Warren
Municipal Building
46 Mountain Boulevard
Warren, NJ 07059-5695

John Chadwick
PO BOX 211
3086 Route 27 Suite 1
Franklin Park, NJ 08823

Doris Lortie, Clerk
Township of Warren
Municipal Building
46 Mountain Boulevard
Warren, NJ 07059-5695

Mark Krane, Administrator
Township of Warren
Municipal Building
46 Mountain Boulevard
Warren, NJ 07059-5695

John E. Coley, Jr., Esq.
Bivona, Cohen, Kunzman, Coley,
Yospin, Bernstein & DiFrancesco
15 Mountain Boulevard
Warren. J 07059-6327

Planning Board Secretary
Township of Warren
Municipal Building
46 Mountain Boulevard
Warren, NJ 07059-5695

Ferruggia Associates Partnership
31-F Mountain Boulevard
Warren, NJ 07059

Cooperative Housing Corporation
PO Box 418
Raritan, NJ 08869

d2017v

RESOLUTION GRANTING SUBSTANTIVE CERTIFICATION No.

24-99

WHEREAS, Warren Township, Somerset County, first received substantive certification from the Council on Affordable Housing (COAH) on March 7, 1988; and

WHEREAS, Warren Township petitioned COAH for substantive certification of its 12-year cumulative housing obligation on March 3, 1995; and

WHEREAS, Warren Township published notice of its petition in the Courier News on March 9, 1995; and

WHEREAS, publication of notice initiated a 45-day objector period which resulted in no objections being filed against Warren Township's adopted housing element and fair share plan; and

WHEREAS, Warren Township's 12-year (1987 - 1999) precertified obligation is 585 housing units of which 42 are rehabilitation and 543 are new construction; and

WHEREAS, Warren Township is eligible for four prior cycle credits; and

WHEREAS, Warren Township has provided crediting documentation for 27 housing units rehabilitated within the township pursuant to N.J.A.C. 5:93-3.4; and

WHEREAS, Warren Township has provided crediting documentation for 166 units of housing transferred to the City of New Brunswick via a regional contribution agreement (RCA) during its first round certification period; and

WHEREAS, Warren Township has provided crediting documentation for 154 new housing units constructed within the township pursuant to N.J.A.C. 5:93-3.3 prior to the March 3, 1995 petition for substantive certification; and

WHEREAS, Warren Township is eligible for a 24-unit substantial compliance reduction pursuant to N.J.A.C. 5:93-3.6 and a 97-unit rental bonus credit pursuant to N.J.A.C. 5:93-5.14; and

WHEREAS, as a result of these 472 eligible credits and reductions, Warren Township's precertified need of 585 is reduced to a calculated need of 113 units of which 15 are rehabilitation and 98 are new construction (see COAH Report, Exhibit 1) ; and

WHEREAS, Warren Township intends to address the calculated need through an 85-unit RCA with the City of Perth Amboy, with a 15-unit rehabilitation program, 11 new construction senior units and two rental bonus credits; and

WHEREAS, the RCA between Warren Township and the City of Perth Amboy for the transfer of 85 units is scheduled for approval by COAH on January 10, 1996; and

WHEREAS, Warren Township has submitted a resolution from the governing body agreeing to fund any shortfall in the rehabilitation program; and

WHEREAS, COAH issued a Compliance Report (attached Exhibit 2) dated December 18, 1995, which initiated a 14-day comment period recommending substantive certification of Warren Township's housing element and fair share plan if the following conditions were addressed during the 14-day comment period:

1. Warren must submit a resolution from the governing body agreeing to provide funding for the balance of its rehabilitation program and,
2. In order to address its rental obligation, the RCA between Warren and Perth Amboy must stipulate that the transfer would include 33 rental units; and

WHEREAS, during the 14-day comment period, Warren submitted a resolution from the governing body agreeing to provide funding for the balance of the rehabilitation program and an RCA contract which stipulated that 33 of the 85 units transferred would be rental units, thereby addressing the two outstanding issues.

NOW THEREFORE BE IT RESOLVED that COAH has reviewed Warren Township's petition for substantive certification of its housing element and fair share plan and determines that it is consistent with the rules and criteria adopted by COAH and the achievement of low and moderate income housing needs of the region; and

BE IT FURTHER RESOLVED that Warren Township's precredited need of 585 units is hereby reduced by 472 eligible credits and reduction; and

BE IT FURTHER RESOLVED that COAH has determined that Warren Township's 1987-1999 calculated need is 113 low and moderate income housing units; and

BE IT FURTHER RESOLVED that the 113-unit obligation shall be addressed through an 85-unit RCA, six units within a (senior for-sale) inclusionary housing development, a five-unit shared (senior rental) housing project, two rental bonus credits and a 15-unit rehabilitation program; and

BE IT FURTHER RESOLVED that funding for the rehabilitation of 15 deficient units shall be provided as follows:

	<u>Units to complete</u>	<u>Funds to be provided</u>
by January 1997	5 units	\$ 50,000
by January 1998	2 additional units	\$ 20,000
by January 1999	2 additional units	\$ 20,000
by January 2000	2 additional units	\$ 20,000
by January 2001	2 additional units	\$ 20,000
by January 2002	<u>+ 2 additional units</u>	<u>±\$ 20,000</u>
	15 total	\$150,000 total

BE IT FURTHER RESOLVED that COAH finds that the housing element and fair share plan submitted by Warren Township comports with the standards set forth in N.J.S.A. 52:27D-314 and is consistent with the rules and criteria adopted by COAH; and

BE IT FURTHER RESOLVED that COAH hereby grants substantive certification to Warren Township's housing element and fair share plan for a period of six years; and

BE IT FURTHER RESOLVED that any change in the facts upon which this certification is based or any deviation from the terms and conditions of this certification which affects the ability of the municipality to provide for the realistic opportunity of its fair share of low and moderate income housing and which the municipality fails to remedy may render this certification null and void.

I hereby certify that this resolution
was duly adopted by the Council on
Affordable Housing on 1/10/96.

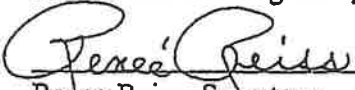

Renee Reiss, Secretary
Council on Affordable Housing

EXHIBIT 1

COAH REPORT (1)
Review of Housing Element/Fair Share Plan and Request for Additional Information
WARREN TOWNSHIP, SOMERSET COUNTY
October 11, 1995
Prepared by Monica Etz, Principal Planner

I. INTRODUCTION

Warren Township was granted substantive certification from the Council on Affordable Housing (COAH) on March 7, 1988 for a housing element and fair share plan addressing its 367-unit obligation.

On March 3, 1995, COAH received Warren Township's a petition for substantive certification of its housing element and fair share plan addressing the 12-year cumulative obligation. Warren published notice of its petition in the Courier News on March 9, 1995. The publication of notice initiated a 45-day comment period which ended on April 24, 1995. During the 45 days, no objections to the township's housing element and fair share plan were filed.

II. HOUSING STOCK INVENTORY, PROJECTION and ANALYSIS

Warren Township has provided housing inventory and analysis based on 1990 census information. Housing stock, age of housing stock, condition of housing, values, occupancy characteristics, types, projection of the housing stock, demographics, household size, household income and employment data have been submitted in conformance with N.J.A.C. 5:93-5.1(b).

III. CREDITS and REDUCTIONS

Warren Township's 12-year cumulative obligation is 585 housing units: 42 indigenous and 543 inclusionary. The township is seeking reductions for prior cycle credits, a regional contribution agreement (RCA), a municipal construction project, two inclusionary developments, group homes, rental bonus credits and substantial compliance.

Prior Cycle Credits

Warren Township is requesting prior cycle credits for a four-bedroom ARC group home on Warrentown Road. The group home was bought by ARC in 1982 and residents are receiving either SSI or SSDI benefits. All other support comes from the State of New Jersey. In order for Warren Township to receive credit for this group home, an explanation of the deed restrictions must be submitted along with a copy of the lien. [4 prior-cycle credits]

Regional Contribution Agreement (RCA)

Warren Township completed a 166-unit RCA with the City of New Brunswick. The township transferred 166 units at a cost of \$26,500 per unit for a total transfer of \$4,399,000. All funds have been transferred. [166-unit reduction]

Rehabilitation of Units

Warren Township is requesting credit for 27 units of rehabilitation. According to N.J.A.C. 5:93-3.4, a municipality may receive credit for substandard units rehabilitated after April 1, 1990. A rehabilitated unit is eligible if the average capital costs expended on the rehabilitation were at least \$8,000 and the unit is currently occupied by an eligible low or moderate income household. Documentation received by COAH's monitoring division confirms that Warren has completed 27 units of eligible rehabilitation since April 1990 at an average cost of \$8,034. [27-unit indigenous reduction]

Woodland Acres

Woodland Acres is a 57-unit municipally-sponsored housing project comprised of 100 percent affordable for-sale housing units. The project, comprised of 27 low income and 30 moderate income for-sale units, was part of Warren Township's 1988 certified plan, and is built and occupied. [57-unit reduction]

Liberty Village

The Liberty Village site was zoned for inclusionary development as part of the township's 1988 certified plan. The site was zoned for 28 affordable rental housing units and resulted in 14 low and 14 moderate income units. The project is near completion. [28-unit reduction]

Whispering Hills

The Whispering Hills site was also zoned for inclusionary development as part of the township's 1988 certified plan. The project includes 60 family rental units: 30 low income and 30 moderate income. The project is built and occupied. [60-unit reduction]

Group Home - Old Stirling Road

Warren Township is requesting a reduction for a six-bedroom ARC group home on Old Stirling Road. This group home was built and occupied in 1988. All residents are developmentally disabled and are receiving either SSI or SSDI benefits. All other support comes from the State of New Jersey. In order to receive this reduction, Warren must submit a copy of the lien. [6-unit reduction]

Group Home - Mount Horeb Road

Warren is requesting a reduction for a group home on Mount Horeb Road which was first occupied in February 1994. This is a three-bedroom group home restricted to developmentally disabled persons receiving SSI benefits. All other support comes from the State of New Jersey. Warren must submit the name of the sponsor, a statement on whether the group home is owned or rented and a copy of the lien. Additionally, Warren must indicate who is administering the home. [3-unit reduction]

Calculation of Rental Bonus Credit

Warren Township is eligible for rental bonus credits on rental units constructed or currently under construction. According to N.J.A.C. 5:93-5.13(d), a municipality may receive a two-for-one rental credit for family rental units and 1.33 credit for senior rentals. The maximum number of units that are eligible for the bonus is defined by the calculation of the rental obligation. In this case, Warren Township may receive rental bonus credits based on the following formula:

$$\begin{aligned}
 \text{Rental obligation} &= (.25)(\text{Precredited need} - \text{prior cycle credits} - \text{indigenous component}) \\
 &= (.25)(585 - 3 - 42) \\
 &= (.25)(540) \\
 &= 135
 \end{aligned}$$

Based on this calculation, Warren Township may receive a rental bonus on 135 units. The maximum number of senior units that may receive the rental bonus is limited to half of that number: $(.50)(135) = 67$. Therefore, Warren township may receive a two-for-one rental bonus credit for the 88 family rental units and nine group home rentals.

Substantial Compliance Calculation

As per N.J.A.C. 5:93-3.6, a municipality may receive substantial compliance reductions when it has achieved between 70 and 100 percent completion of the units proposed for construction within the municipality. Warren's 1988 certified plan proposed 145 units in the township; two inclusionary developments totalling 88 units and a municipal construction project of 57 units. At the time of petitioning, building permits and/or certificates of occupancy had been issued for all 145 units. Therefore, Warren had achieved 100 percent completion and is eligible for an additional substantial compliance reduction of 20 percent of its calculated need. The summary of credits and reductions is shown in the chart below:

PRECREDITED NEED: 585	=	543 inclusionary	+	42 rehabilitation
Prior cycle credits		- 4		
RCA with New Brunswick		-166		
Rehabilitation after April 1990				-27
Munic. construction - Woodland Acres		-57		
Liberty Village (family rentals)		-28		
Liberty Village rental bonus credit		-28		
Whispering Hills (family rentals)		-60		
Whispering Hills rental bonus credit		-60		
Group Home - Old Stirling Road		- 6		
group home rental bonus credit		- 6		
Group Home - Mount Horeb Road		- 3		
group home rental bonus credit		- 3		
CALCULATED NEED: 137		122 inclusionary	+	15 rehabilitation
Less 20% Substantial Compliance		-24		
FINAL NEED: 113		98 inclusionary	+	15 rehabilitation

IV. HOUSING ELEMENT and FAIR SHARE PLAN

Warren Township's 12-year cumulative obligation is 113 units: 98 inclusionary and 15 indigenous. Warren Township proposes to meet its obligation through a rehabilitation program, an RCA with the City of Perth Amboy, a senior housing project and a municipally-sponsored senior shared housing project. The components of the plan are described below:

Rehabilitation Program

Warren Township is proposing to address its indigenous obligation of 15 units through the township's ongoing rehabilitation program. As per N.J.A.C. 5:93-5.2(h), a municipality must provide \$10,000 per unit for rehabilitation activity. For Warren, this requires \$150,000 in rehabilitation funding over the six-year period of certification. The township has indicated its willingness to fund the entire amount. Warren must submit a resolution from the governing body stating this intent.

According to N.J.A.C. 5:93-5.2(c), a municipality that chooses a rehabilitation program shall designate an entity to administer the program. During the previous term of substantive certification, the township contracted with Rehabco Incorporated of Brick Township to administer the rehabilitation program. Rehabco will continue to administer the rehabilitation program in Warren Township during this period of substantive certification. The township has submitted Rehabco's procedures manual which contains the information and documentation required pursuant to N.J.A.C. 5:93-5.2(k).

Regional Contribution Agreement (RCA)

Warren Township intends to address a portion of its inclusionary housing obligation through an RCA. The maximum number of units that may be transferred is limited pursuant to N.J.A.C. 5:93-6.1(a). The calculation is as follows:

$$\begin{aligned}\text{Maximum RCA} &= (.5)(\text{Precredited need} - \text{prior cycle credits} - \text{rehab credits}) - \text{previous RCAs} \\ &= (.5)(585 - 4 - 27) - 166 \\ &= (.5)(554) - 166 \\ &= 277 - 166 \\ &= 111\end{aligned}$$

The township is proposing to address 75 units through an RCA with Perth Amboy. Warren Township submitted a resolution (#95-48) dated February 9, 1995, expressing its intent to enter into an RCA with the Perth Amboy for the transfer of 75 housing units. Warren also submitted a resolution (#95-65) dated March 2, 1995, authorizing the execution of an RCA with Perth Amboy. In addition, Warren Township has submitted the RCA contract executed on March 2, 1995, signed by the mayors and clerks of both Warren Township and Perth Amboy. The agreement reflects the intention of Warren to transfer 75 units of low and moderate income

housing at a cost of \$20,000 per unit for a total of \$1,500,000. Perth Amboy must submit a project plan to the New Jersey Housing and Mortgage Finance Agency (HMFA) for review and approval and the Middlesex County Planning Board must complete the RCA county review checklist before COAH will approve the RCA.

Senior Housing Project by Ferruggia/Vicendese (Block 74, lots 4, 5, and 6)

This is a combination senior housing project and commercial development. Of the 27 for-sale senior units, 12 will be set aside for low income seniors. The project was granted final site plan approval on January 25, 1993 and is currently under construction. According to Warren, the project is close to completion and occupancy is expected by the end of 1995. Warren must submit crediting documentation and deed information to COAH regarding this project.

Municipal Construction - Shared Senior Housing (Block 114.01, lot 73)

Warren Township is proposing a municipally-sponsored shared senior housing project to be constructed on township-owned property. The property has frontage on Lindbergh Avenue and lies adjacent to the Woodland Acres site. Warren has transferred the land at a cost of \$1 to the Cooperative Housing Corporation (CHC). The CHC, a nonprofit entity, will develop a shared senior housing project which will provide five bedrooms with five bathrooms for low income seniors. All five bedrooms will be rental units.

Pursuant to N.J.A.C. 5:93-5.5(a), when a municipality intends to address part of its obligation through a municipally-sponsored construction program, four areas of concern must be addressed. First, it must be demonstrated that the municipality has control of the site in the form of ownership or an option on the property.

Second, the township must provide a statement indicating what type of administrative mechanism will be employed to administer the units once they are occupied. If Warren contracts with an outside agency to provide these functions, a written agreement between the administrative agency and the township must be submitted to COAH.

Although Warren has stated that the project is fully funded, the township must submit information demonstrating that funding for the project has been secured. If state and federal funds will be used, the municipality must provide documentation indicating funds obtained or that funding applications are pending. In the case where an application for outside funding is still pending, Warren must provide a stable alternative funding source (municipal bonding) to be utilized in the event that the funding request is not approved.

Lastly, the township must submit a construction schedule for the development process including granting of municipal approvals, selection of a contractor, start of construction and anticipated completion. The construction schedule must provide for construction to begin within two years of substantive certification. According to Warren, the project was approved on November 20, 1992 and was expected to begin construction in the Spring of 1995. Warren must provide COAH with an updated construction schedule and clarify the status of the project.

Limit on Age-Restricted Senior Housing

The number of affordable housing units that may be restricted to senior citizens is limited pursuant to N.J.A.C. 5:93-5.13(b). The calculation for the maximum number of senior units is as follows:

$$\begin{aligned}\text{Senior units} &= (.25)(\text{Precredited need} - \text{rehab component} - \text{priorcycle credits} - \text{RCA}) - \text{first} \\ &\quad \text{round senior units} \\ &= (.25)(585 - 42 - 4 - 241) - 0 \\ &= (.25)(298) \\ &= 74\end{aligned}$$

Warren may age-restrict a maximum of 74 units for senior citizen housing. Warren Township has proposed to age-restrict 17 affordable units for senior housing: 12 in the Ferruggia/Vicendese senior project and five senior units in the shared housing project. In addition, the five senior units in the proposed shared housing project are eligible for the .33 senior rental bonus credit as follows: $(.33)(5 \text{ units}) = 2$ senior rental bonus credits.

Rental Obligation

Pursuant to N.J.A.C. 5:93-5.14(a), every municipality has an obligation to create a realistic opportunity to construct rental units. The number of rental units is based upon the following formula:

$$\begin{aligned}\text{Rental obligation} &= (.25)(\text{Precredited need} - \text{prior cycle credits} - \text{rehab. component}) \\ &= (.25)(585 - 3 - 42) \\ &= (.25)(540) \\ &= 135\end{aligned}$$

Based on this calculation, Warren Township has an obligation to create the realistic opportunity for 135 units. Within the township, 88 family rental units and nine group home rentals have been constructed and the township is proposing five additional rental units within the shared senior housing project. Therefore, Warren has addressed 102 rental units. The township must provide for an additional 33 rental units. The township should specify how the rental units will be addressed.

Fair Share Plan Summary

Warren Township's obligation of 113 units (15 indigenous and 98 inclusionary) will be addressed through a 15-unit rehabilitation program, a 75-unit RCA with the City of Perth Amboy, 12 units of senior housing, five units of municipal construction (shared housing) with two rental bonus credits. At this time, the plan has a shortfall of four units as shown below:

Fair share plan:

Rehabilitation program	15
RCA with Perth Amboy	75
Municipal construction (senior shared housing)	5
Municipal construction <u>33 rental bonus credit</u>	2
Senior housing (Ferruggia/Vicendese)	<u>+ 12</u>
TOTAL.....	109 units (4-unit shortfall)

V. FAIR SHARE / AFFORDABLE HOUSING ORDINANCE

Warren Township must submit a draft fair share ordinance which reflects COAH's new regulations as outlined in N.J.A.C. 5:93. These regulations, which apply to new affordable housing units, are included in the attached COAH model fair share ordinance and include the following:

Low and moderate income split

Warren Township must provide a distribution of 50 percent low and 50 percent moderate income units within new inclusionary developments in conformance with N.J.A.C. 5:93-7.2(a). Warren must include this in a draft fair share ordinance for approval.

Bedroom distribution

N.J.A.C. 5:93-7.3 stipulates the bedroom distribution of low and moderate income units. Warren Township must submit a draft fair share ordinance reflecting the provisions of N.J.A.C. 5:93-7.3.

Affordability controls

Warren Township must ensure that new affordable housing constructed in the township meets the affordability controls in accordance with N.J.A.C. 5:93-9. Warren must submit a draft fair share ordinance which includes the requirements of N.J.A.C. 5:93-9.

Establishing rents and prices of units

Warren must submit a draft fair share ordinance which includes procedures for establishing rents as outlined in N.J.A.C. 5:93-7.4.

Affirmative marketing plan

Warren is responsible for preparing an affirmative marketing program in conformance with N.J.A.C. 5:93-11. This affirmative marketing plan will apply to rentals, resales and units resulting from new inclusionary development. The updated affirmative marketing program must be submitted for COAH approval and then be incorporated into a fair share ordinance to be adopted by the township (see the attached model ordinance).

Administrative entity

As per N.J.A.C. 5:93-9.1(a), Warren must indicate the entity that will be responsible for administering the affordable housing programs in the township. This entity has the responsibility of affirmative marketing of sales and resales, rentals and rerentals within the township, preliminary screening of applicants, maintaining lists of applicants, interviewing prospective applicants, collecting documents to verify income, final qualification of applicants, placing households in units at initial occupancy and placing households in resale units and rerentals throughout the 30-year period of affordability controls and enforcing the terms of deed restrictions and mortgage loans.

During the previous period of substantive certification, Warren contracted with the Affordable Housing Management Service (AHMS) to provide those functions. Warren may continue to have AHMS administer these functions, may designate municipal staff to administer these duties or contract with some other experienced entity. If the township designates municipal staff for this position, the township must supply COAH with the qualifications of the person, a resume and proof that the staff member has received training with COAH. A statement must be submitted indicating if the staff person will be a full-time or part-time employee and if a part-time employee, a proposed schedule for hours intended to be spent on these tasks.

Pursuant to N.J.A.C. 5:93-11.2(b), a municipality may delegate specific marketing tasks to a developer of an inclusionary development, however, the housing officer (or contracted entity) is responsible for overseeing the affirmative marketing, approving advertisements/brochures, and ensuring that affirmative marketing procedures conform with COAH regulations. The housing officer (or contracted entity) must ensure that all applicant lists and sales records are turned into the municipality for reporting and assist with future sales and rentals.

VI. DEVELOPMENT FEE ORDINANCE and SPENDING PLAN

Warren Township received COAH-approval of a mandatory development fee ordinance on March 4, 1992 and received COAH-approval for its spending plan on September 6, 1995. The township anticipates collecting over \$1 million through the year 2000 and expending the entire amount on payment of the RCA with Perth Amboy.

VII. CONCLUSIONS and RECOMMENDATIONS

Warren's precertified need of 585 has been revised to a calculated need of 113 through eligible credits and reductions. The township intends to address the obligation through a rehabilitation program, an RCA, a municipal construction project, a senior housing project and rental bonus credits. However, at this time there is a shortfall of four units in the plan as well as a number of outstanding items that need to be addressed or clarified before substantive certification can be granted. Therefore, Warren is directed to submit the following information within 60 days:

1. Warren must address the four-unit shortfall in the plan. If Warren intends to increase the RCA with Perth Amboy, no amendment is necessary.

2. In order to receive credit for the Warrentown Road group home, Warren must submit a copy of the lien.

3. In order to receive a reduction for the group home on Old Stirling Road, Warren must submit a copy of the lien.

4. In order to receive a reduction for the group home on Mount Horeb Road, Warren must submit the name of the sponsor, a statement on whether the group home is owned or rented, and a copy of the lien. Additionally, Warren must indicate who is administering the group home.

5. Warren Township is proposing to address its indigenous obligation of 15 units through the township's ongoing rehabilitation program. As per N.J.A.C. 5:93-5.2(h), this will require \$150,000 in rehabilitation funding over the six-year period of certification. Warren must submit a resolution from the governing body stating its intent to fund the entire amount.

6. Warren Township is proposing a senior housing project to be developed by Ferruggia/Vicendese. In order to receive credit for this project, which is nearly completed, Warren must submit crediting documentation (forms are attached) and a copy of the lien.

7. Warren Township is proposing a municipally-sponsored shared senior citizen housing project to be developed by CHC. Warren must submit proof of the funding, a statement as to who will be administering the project and a timetable for the completion of the project as per N.J.A.C. 5:93-5.5(a).

8. Warren Township has a rental obligation of 135 units based on the formula on page 6. The township has only provided 102 rental units. Therefore, Warren must clarify how it intends to address the remaining 33 rental units. These units may be addressed in the RCA with Perth Amboy.

9. Warren Township must revise its fair share/affordable housing ordinance to reflect COAH's new regulations. Warren must submit a draft fair share ordinance which includes the low/moderate income split in conformance with N.J.A.C. 5:93-7.2(a), bedroom distribution in accordance with N.J.A.C. 5:93-7.3, affordability controls in accordance with N.J.A.C. 5:93-9, and procedures for establishing rents as outlined in N.J.A.C. 5:93-7.4. Refer to COAH's model fair share ordinance (Exhibit A).

10. Warren Township must submit an affirmative marketing plan in conformance with N.J.A.C. 5:93-11. The affirmative marketing plan should be incorporated into the fair share ordinance and referred to for the advertising and marketing of the new affordable units. See the attached COAH model affirmative marketing plan (Exhibit B).

11. Warren Township must submit a statement indicating what entity will be responsible for administering the affordable housing units in the township as per N.J.A.C. 5:93-9.1(a).

EXHIBIT 2

COAH COMPLIANCE REPORT
WARREN TOWNSHIP, SOMERSET COUNTY
December 18, 1995
Prepared by Monica Etz, Principal Planner

I. BACKGROUND

On March 3, 1995, the Council on Affordable Housing (COAH) received Warren Township's petition for substantive certification of its housing element and fair share plan addressing the 12-year cumulative obligation. During the 45-day comment period, no objections were filed. Warren Township's 12-year cumulative obligation is 585 housing units: 42 rehabilitation and 543 new construction. The township is eligible for credits and reductions as shown below:

Prior cycle credits	4
RCA with New Brunswick	166
Rehabilitation after April 1990	27
Munic. construction - Woodland Acres	57
Liberty Village (family rentals)	28
Whispering Hills (family rentals)	60
Group Home - Old Stirling Road	6
Group Home - Mount Horeb Road	3
Rental bonus credits	97
<u>Substantial compliance</u>	<u>+24</u>
	472 eligible credits/reductions

Based on the 472 credits and reductions, Warren Township's 12-year cumulative obligation is calculated to be 113 units: 98 new construction and 15 rehabilitation. Warren Township proposes to meet its obligation through a rehabilitation program, a regional contribution agreement (RCA) with the City of Perth Amboy, a senior housing project and a municipally-sponsored senior shared housing project.

II. COAH REPORT (1)

In reviewing Warren Township's petition for substantive certification, a COAH Report Requesting Additional Information was issued on October 11, 1995. The report (see attached Exhibit A) outlined the elements of the township's fair share plan and identified several items which needed to be addressed before substantive certification could be granted. Warren was given 60 days in which to submit the missing information. On December 11, 1995, COAH received Warren's submission. Shown below are the outstanding items from the report followed by the municipality's response:

1. Warren must address the four-unit shortfall in the plan. If Warren intends to increase the RCA with Perth Amboy, no amendment is necessary. The four-unit shortfall, as well as the loss of six units in the Ferruggia/Vicendese project, resulted in the increase of the RCA from 75 to 85 units. Warren has submitted a resolution from the governing body (#95-266), adopted on December 7, 1995, authorizing a revised agreement between Warren and Perth Amboy for the transfer of 85 housing units.

2. In order to receive credit for the Warrentown Road group home, Warren must submit a copy of the lien. Warren has submitted crediting documentation for the Warrentown Road group home.

3. In order to receive a reduction for the group home on Old Stirling Road, Warren must submit a copy of the lien. Warren has submitted crediting documentation for the Old Stirling Road group home.

4. In order to receive a reduction for the group home on Mount Horeb Road, Warren must submit the name of the sponsor, a statement on whether the group home is owned or rented and a copy of the lien. Additionally, Warren must indicate who is administering the group home. Warren has submitted crediting documentation for the Mount Horeb Road group home.

5. Warren Township is proposing to address its rehabilitation component of 15 units through the township's ongoing rehabilitation program. As per N.J.A.C. 5:93-5.2(h), this will require \$150,000 in rehabilitation funding over the six-year period of certification. Warren must submit a resolution from the governing body stating its intent to fund the amount.

In February 1989, the Warren Township Committee adopted Bond Ordinance 89-I appropriating \$350,000 for rehabilitation. A letter has been submitted from the Warren Township administrator (dated November 6, 1995) indicated that there are sufficient funds remaining for the rehabilitation of eight housing units. The township has also submitted a draft resolution from the governing body authorizing the adoption of another bond ordinance for \$80,000 to address the remaining seven units. The township has indicated that the resolution will be adopted by the governing body later this month. The adopted resolution must be filed with COAH prior to substantive certification.

6. Warren Township is proposing a senior housing project to be developed by Ferruggia/Vicendese. In order to receive credit for this project, which is nearly completed, Warren must submit crediting documentation and a copy of the lien. Warren Township has submitted crediting documentation for the Ferruggia/Vicendese senior housing project. Although originally slated for 12 units of affordable housing, this project has been reduced to six affordable

housing units. According to the crediting documentation submitted by the township planner, all six units have been built with certificates of occupancy issued as of August 1995.

7. Warren Township is proposing a municipally-sponsored shared senior citizen housing project to be developed by Cooperative Housing Corporation (CHC). Warren must submit proof of the funding, a statement as to who will be administering the project and a timetable for its completion as per N.J.A.C. 5:93-5.5(a). In its submission of December 7, 1995, Warren stated that this five-unit shared housing project has been completed. The municipality expects a certificate of occupancy within 60 days and full occupancy by February 1996. This project is owned, operated and administered by CHC.

8. Warren Township has a rental obligation of 135 units. The township has provided 102 rental units to date. Therefore, Warren must clarify how it intends to address the remaining 33 rental units. These units may be addressed in the RCA with Perth Amboy.

Warren Township has stated in its December 7, 1995 submission that it intends to address the remaining 33-unit rental obligation through the RCA with Perth Amboy. The RCA, which is scheduled for approval at the January 10, 1996 COAH meeting, must stipulate 33 rental units.

9. Warren Township must revise its fair share/affordable housing ordinance to reflect COAH's new regulations. Warren must submit draft fair share ordinances which include the low/moderate income split in conformance with N.J.A.C. 5:93-7.2(a), bedroom distribution in accordance with N.J.A.C. 5:93-7.3, affordability controls in accordance with N.J.A.C. 5:93-9 and procedures for establishing rents as outlined in N.J.A.C. 5:93-7.4.

Warren has submitted affordable housing (fair share) ordinances which reflect COAH regulations regarding the low/moderate income split in conformance with N.J.A.C. 5:93-7.2(a), bedroom distribution in accordance with N.J.A.C. 5:93-7.3 and affordability controls in accordance with N.J.A.C. 5:93-9 and procedures for establishing rents in conformance with N.J.A.C. 5:93-7.4.

10. Warren Township must submit an affirmative marketing plan in conformance with N.J.A.C. 5:93-11. The affirmative marketing plan should be incorporated into the fair share ordinance and referred to for the advertising and marketing of the new affordable units.

The township has submitted an affirmative marketing plan which conforms with N.J.A.C. 5:93-11 and has been incorporated into the township's affordable housing (fair share) ordinance.

11. Warren Township must submit a statement indicating what entity will be responsible for administering the affordable housing units in the township as per N.J.A.C. 5:93-9.1(a).

Warren Township has indicated that the Affordable Housing Management Service (AHMS) will continue to administer the affordable housing units in the township. This is reflected in the township's affordable housing ordinances.

III. HOUSING ELEMENT and FAIR SHARE PLAN

By applying the 472 eligible credits, Warren Township's obligation is reduced to a calculated need of 113 units: 98 new construction and 15 rehabilitation. The township will be addressing its obligation through an 85-unit RCA with the City of Perth Amboy, a five-bedroom shared senior housing project, a six-unit age-restricted inclusionary development, and a 15-unit rehabilitation program. The four components are described below:

1. Regional Contribution Agreement (RCA)

Warren Township intends to address a portion of its inclusionary housing obligation through an RCA with the City of Perth Amboy. When Warren originally petitioned in March 1995, the township was only proposing a 75-unit RCA. A shortfall of four units (due to miscalculation) and the loss of six units from the Ferruggia/Vicendese project, resulted in Warren's proposal to increase the RCA by ten units to 85. The maximum number of units that may be transferred is 111 according to N.J.A.C. 5:93-6.1(a). Therefore, Warren remains within the limit. Warren intends to transfer the 85 units at a cost of \$20,000 per unit for a total of \$170,000.

Warren submitted a resolution from the governing body (#95-266) dated December 7, 1995 authorizing the RCA increase to 85 units. The Middlesex County Planning Board approved the RCA by resolution dated September 12, 1995. The New Jersey Housing and Mortgage Finance Agency (HMFA) approved the 75-unit RCA on October 4, 1995. According to HMFA, a 10-unit increase does not require a new feasibility study; therefore, the HMFA approval is still valid. On January 10, 1996, COAH anticipates approving the RCA between Warren Township and the City of Perth Amboy. The RCA will contain a stipulation for 33 rental units.

2. Municipal Construction - Shared Senior Housing (Block 114.01, lot 73)

Warren is addressing part of its inclusionary obligation through a municipally-sponsored shared senior housing project on township-owned property. Warren transferred the land at a cost of one dollar to the Cooperative Housing Corporation (CHC), a nonprofit entity. Construction of the project, which will provide five bedrooms with five bathrooms for low income seniors, is complete. All five bedrooms will be rental units, thereby generating two rental bonus credits. Warren has submitted a statement indicating that a certificate of occupancy is expected within 60 days and full occupancy is expected by February 1996. CHC will operate and administer the project.

3. Senior Housing Project - Ferruggia/Vicendese (Block 74, lots 4, 5, and 6)

This is a combination senior housing project and commercial development. Of the 27 for-sale senior units, 12 were originally slated to be affordable senior units. Since the date of petition, Warren has submitted information that this project will yield six affordable senior units. (The loss of six units is being addressed through an increase in the RCA.)

The project was granted final site plan approval on January 25, 1993 and is currently under construction. According to Warren's submission of December 7, 1995, the project is close to completion and occupancy is expected by the end of 1995. Warren has submitted crediting documentation and deed information for the six affordable units in this project.

4. Rehabilitation Program

Warren Township is proposing to address its rehabilitation obligation of 15 units through the township's ongoing rehabilitation program. As per N.J.A.C. 5:93-5.2(h), a municipality must provide \$10,000 per unit for rehabilitation activity. For Warren, this requires \$150,000 in rehabilitation funding over the six-year period of certification. The township currently has funding available for eight units and has indicated its intention to adopt a bond ordinance appropriating \$80,000 for the balance of seven units. Warren must submit a resolution from the governing body stating this intent before substantive certification can be granted.

IV. FAIR SHARE PLAN SUMMARY

Warren Township's obligation of 113 units (15 indigenous and 98 inclusionary) will be addressed through a rehabilitation program, an RCA, senior inclusionary housing, senior shared housing (municipal construction) and rental bonus credits as shown below:

Rehabilitation program	15
RCA with Perth Amboy	85
Senior shared housing - municipal construction	5
- rental bonus credit (5 x .33)	2
Senior housing - Ferruggia/Vicendese	<u>+ 6</u>
TOTAL.....	113 units

LIMIT ON AGE-RESTRICTED UNITS: The maximum number of affordable housing units that may be age-restricted is 74 pursuant to N.J.A.C. 5:93-5.13(b). Warren is now proposing to age-restrict 11 units: six in the Ferruggia/Vicendese senior project and five in the CHC shared housing project.

CALCULATION OF RENTAL OBLIGATION: Pursuant to N.J.A.C. 5:93-5.14(a), the township has an obligation to create a realistic opportunity for 135 rental units. Within the township, 97 rental units have been constructed and five additional rental units are proposed, for a total of 102. The balance of 33 rental units will be addressed through the RCA with Perth Amboy.

AFFORDABLE HOUSING ORDINANCE: Warren Township has submitted a draft fair share ordinance which reflects COAH's regulations regarding low and moderate income split, bedroom distribution of low and moderate income units, affordability controls and procedures for establishing rents.

AFFIRMATIVE MARKETING PLAN Warren has prepared and submitted an affirmative marketing program in conformance with N.J.A.C. 5:93-11.

ADMINISTRATIVE ENTITY As per N.J.A.C. 5:93-9.1(a), Warren has designated AHMS as the entity responsible for administering the affordable housing programs in the township. In addition, Warren has designated the township administrator as liaison to AHMS, the municipality, the general public and COAH.

DEVELOPMENT FEE ORDINANCE and SPENDING PLAN Warren Township received COAH-approval of a mandatory development fee ordinance on March 4, 1992 and received COAH-approval for its spending plan on September 6, 1995. The township anticipates collecting over \$1 million through the year 2000 and expending the entire amount on payment of the RCA with Perth Amboy.

V CONCLUSIONS and RECOMMENDATIONS

Warren's precertified need of 585 has been revised to a calculated need of 113 through eligible credits and reductions. The township intends to address the obligation through a rehabilitation program, an RCA, a municipal construction project, a senior housing project and rental bonus credits. Warren Township has met all of COAH's criteria regarding the petition for substantive certification with the exception of two items.

1. Warren must submit a resolution from the governing body agreeing to provide funding for the rehabilitation of seven units. Warren has indicated that a resolution to adopt a bonding ordinance for \$80,000 will be forwarded to COAH before the end of the month.

2. In order to address its rental obligation, the RCA between Warren and Perth Amboy must stipulate the transfer of 33 rental units. Warren intends to submit the agreement during the 14-day comment period. It is important to note that the RCA must be approved before substantive certification can be granted.

Based on this review and conditioned on the receipt of the outstanding items during the 14-day comment period, COAH staff recommends granting Warren Township, Somerset County, substantive certification.

Record and Return To:
Patricia DiRocco, Clerk
Warren Township
46 Mountain Blvd
Warren, New Jersey 07059

Prepared by:

Joseph V. Sordillo, Esq.

DECLARATION OF RESTRICTIVE COVENANT

Extension of Existing Affordability Controls on Deed-Restricted Properties

THIS DECLARATION IS INTENDED TO MAKE CLEAR IN THE CHAIN OF TITLE FOR ALL OF THE NAMED UNITS IN THE WOODLAND ACRES CONDOMINIUM DEVELOPMENT THAT THE DEED RESTRICTIONS ON THE UNITS HAVE BEEN EXTENDED, AND THE UNITS ARE SUBJECT TO EXTENDED AFFORDABILITY CONTROLS LIMITING THE SALE, USE AND RE-SALE OF THE UNITS

THIS DECLARATION is made on this 5 day of JANUARY, 2009, by:

THE TOWNSHIP OF WARREN, a New Jersey municipal corporation, having an address at 46 Mountain Boulevard, Warren, New Jersey 07059, hereinafter the "Declarant."

WITNESSETH:

WHEREAS, the Master Deed for Woodland Acres Condominium Association, Inc. is dated November 14, 1991, and was recorded on December 2, 1991, in the Somerset County Clerk's Office, in Book 1838, Page 419, as amended in Book 5011, Page 1675 with Resolution in Book 5011, Page 1679, and as amended in Book 5230, Page 1793, and as further amended in Book 5365, Page 3670 (the "Master Deed"); and

WHEREAS, the Woodland Acres condominium development consists of fifty-seven (57) condominium units which are identified as follows:

Block 114.01, Lot 68.01	Block 114.01, Lot 68.02	Block 114.01, Lot 68.03	Block 114.01, Lot 68.04
Block 114.01, Lot 68.05	Block 114.01, Lot 68.06	Block 114.01, Lot 68.07	Block 114.01, Lot 68.08
Block 114.01, Lot 68.09	Block 114.01, Lot 68.10	Block 114.01, Lot 68.11	Block 114.01, Lot 68.12
Block 114.01, Lot 68.13	Block 114.01, Lot 68.14	Block 114.01, Lot 68.15	Block 114.01, Lot 68.16
Block 114.01, Lot 68.17	Block 114.01, Lot 68.18	Block 114.01, Lot 68.19	Block 114.01, Lot 68.20
Block 114.01, Lot 68.21	Block 114.01, Lot 68.22	Block 114.01, Lot 68.23	Block 114.01, Lot 68.24
Block 114.01, Lot 68.25	Block 114.01, Lot 68.26	Block 114.01, Lot 68.27	Block 114.01, Lot 68.28
Block 114.01, Lot 68.29	Block 114.01, Lot 68.30	Block 114.01, Lot 68.31	Block 114.01, Lot 68.32
Block 114.01, Lot 68.33	Block 114.01, Lot 68.34	Block 114.01, Lot 68.35	Block 114.01, Lot 68.36
Block 114.01, Lot 68.37	Block 114.01, Lot 68.38	Block 114.01, Lot 68.39	Block 114.01, Lot 68.40
Block 114.01, Lot 68.41	Block 114.01, Lot 68.42	Block 114.43, Lot 68.43	Block 114.01, Lot 68.44
Block 114.01, Lot 68.45	Block 114.01, Lot 68.46	Block 114.01, Lot 68.47	Block 114.01, Lot 68.49
Block 114.01, Lot 68.51	Block 114.01, Lot 68.53	Block 114.01, Lot 68.55	Block 114.01, Lot 68.57
Block 114.01, Lot 68.59	Block 114.01, Lot 68.61	Block 114.01, Lot 68.63	Block 114.01, Lot 68.65
Block 114.01, Lot 68.67			

(hereinafter the "Units"); and

1216999-1

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2009 JAN 09 02:41:03 PM
BK:6184 PG:2729-2736
INSTRUMENT # 2009001002



WHEREAS, Section 37 of the Master Deed provides that all of the Units are subject to the resale and rental controls of the Fair Housing Act, N.J.S.A. 52:27D-301 *et seq.*, the regulations of COAH, N.J.A.C. 5:92-12 *et seq.*, and the Ordinances of the Township of Warren (the "Controls"); and

WHEREAS, the "Controls" were initially to extend to the first non-exempt sale after 20 years from the later of the date a Certificate of Occupancy is issued or the date upon which a closing and transfer from the Sponsor to the initial purchaser of any Unit; with closings on the Units having first commenced in February, 1992; and

WHEREAS, N.J.A.C. 5:80-26.25(a) provides that "a municipality shall have the right to determine that the most desirable means of promoting an adequate supply of low- and moderate-income housing is to prohibit the exercise of the repayment option and maintain controls on lower income housing units sold within the municipality beyond the period required by N.J.A.C. 5:93-9.2"; and

WHEREAS, by Resolution No. 2008-268 adopted on December 11, 2008, a copy of which is attached hereto as Schedule A, the Warren Township Committee determined that most desirable means of promoting an adequate supply of low and moderate income housing in Warren Township pursuant to N.J.A.C. 5:80-26.25 is to prohibit the exercise of any repayment option on the 57 Units and to maintain the Controls on the 57 Units for a longer period than the initial twenty (20) years, extending the Controls on the 57 Units until February 1, 2042;

WHEREAS, the Declarant desires, and is required pursuant to N.J.A.C. 5:80-26.25(b), to make clear of record that the deed restrictions for the Units have been extended, and this Declaration is intended make clear in the chain of title that the 57 Units are all subject to extended deed restrictions and affordability controls limiting the sale, use and re-sale of the Units;

NOW THEREFORE, the Declarant declares that Units shall be held, transferred, conveyed, leased, occupied and used subject to the following restrictions and conditions:

1. Pursuant to N.J.A.C. 5:97-6.14(b)(2) (Extension of Expiring Controls), the Controls on the Units are extended until February 1, 2042, in accordance with the Uniform Housing Affordability Controls ("UHAC").
2. During this period of Extended Controls no seller of any of the 57 Units may utilize the Repayment Option as permitted by N.J.A.C. 5:93-9.8; specifically, the Repayment Option shall not be permitted for any of the Units from December 11, 2008, until February 1, 2042.
3. Sale and use of the Units is governed by UHAC, found in the New Jersey Administrative Code at Title 5, Chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations") and any amendments, changes or supplements thereto.
4. All of the restricted Units shall remain subject to the requirements of N.J.A.C. 5:80-26.5, as may be amended and supplemented from time to time, during the Extended Control Period until Warren Township elects to release the Units from such requirements.

RESOLUTION NO. 2008-268

PROMOTES THE ADEQUATE SUPPLY OF LOW AND MODERATE INCOME HOUSING WITHIN THE TOWNSHIP IN ACCORDANCE WITH N.J.A.C. 5:80-26.25

WHEREAS, N.J.A.C. 5:80-26.25(a) provides that "a municipality shall have the right to determine that the most desirable means of promoting an adequate supply of low and moderate-income housing is to prohibit the exercise of the repayment option and maintain controls on lower income housing units sold within the municipality beyond the period required by N.J.A.C. 5:93-9.2"; and

WHEREAS, such a determination shall be made by resolution of the municipal governing body and shall be effective upon filing with the New Jersey Council on Affordable Housing ("COAH"); and

WHEREAS, the municipality's resolution must specify the time period for which the repayment option shall not be applicable, and that during such period, no seller in the municipality may utilize the repayment option permitted by N.J.A.C. 5:93-9.8; and

WHEREAS, pursuant to N.J.A.C. 5:80-26.25(b) a municipality that exercises the option outlined above shall: (1) provide public notice in a newspaper of general circulation; and (2) notify the administrative agent and COAH of its governing body's action; and

WHEREAS, the municipality's administrative agent shall ensure that the deed restriction on all affected housing units reflects the extended period of controls; and

WHEREAS, N.J.A.C. 5:80-26.25 is the successor regulation to N.J.A.C. 5:93-9.9, effective January 5, 1998, and N.J.A.C. 5:92-12.8, effective July 17, 1989; and

WHEREAS, the Master Deed for Woodland Acres Condominium Association, Inc. is dated November 14, 1991, and was recorded on December 2, 1991, in the Somerset County Clerk's Office, in Book 1838, Page 419, as amended in Book 5011, Page 1675 with Resolution in Book 5011, Page 1679, and as amended in Book 5230, Page 1793, and as further amended in Book 5365, Page 3670 (the "Master Deed"); and

WHEREAS, the Woodland Acres condominium development is 6.794± acres, and consists of fifty-seven (57) condominium units, including fourteen (14) one-bedroom units, thirty-four (34) two-bedroom units, and nine (9) three-bedroom units, which are identified as:

Bl. 114.01, Lot 68.01	Bl. 114.01, Lot 68.02	Bl. 114.01, Lot 68.03	Bl. 114.01, Lot 68.04	Bl. 114.01, Lot 68.05
Bl. 114.01, Lot 68.06	Bl. 114.01, Lot 68.07	Bl. 114.01, Lot 68.08	Bl. 114.01, Lot 68.09	Bl. 114.01, Lot 68.10
Bl. 114.01, Lot 68.11	Bl. 114.01, Lot 68.12	Bl. 114.01, Lot 68.13	Bl. 114.01, Lot 68.14	Bl. 114.01, Lot 68.15
Bl. 114.01, Lot 68.16	Bl. 114.01, Lot 68.17	Bl. 114.01, Lot 68.18	Bl. 114.01, Lot 68.19	Bl. 114.01, Lot 68.20
Bl. 114.01, Lot 68.21	Bl. 114.01, Lot 68.22	Bl. 114.01, Lot 68.23	Bl. 114.01, Lot 68.24	Bl. 114.01, Lot 68.25
Bl. 114.01, Lot 68.26	Bl. 114.01, Lot 68.27	Bl. 114.01, Lot 68.28	Bl. 114.01, Lot 68.29	Bl. 114.01, Lot 68.30
Bl. 114.01, Lot 68.31	Bl. 114.01, Lot 68.32	Bl. 114.01, Lot 68.33	Bl. 114.01, Lot 68.34	Bl. 114.01, Lot 68.35
Bl. 114.01, Lot 68.36	Bl. 114.01, Lot 68.37	Bl. 114.01, Lot 68.38	Bl. 114.01, Lot 68.39	Bl. 114.01, Lot 68.40
Bl. 114.01, Lot 68.41	Bl. 114.01, Lot 68.42	Bl. 114.43, Lot 68.43	Bl. 114.01, Lot 68.44	Bl. 114.01, Lot 68.45
Bl. 114.01, Lot 68.46	Bl. 114.01, Lot 68.47	Bl. 114.01, Lot 68.49	Bl. 114.01, Lot 68.51	Bl. 114.01, Lot 68.53
Bl. 114.01, Lot 68.55	Bl. 114.01, Lot 68.57	Bl. 114.01, Lot 68.59	Bl. 114.01, Lot 68.61	Bl. 114.01, Lot 68.63
Bl. 114.01, Lot 68.65	Bl. 114.01, Lot 68.67			

(hereinafter the "Units"); and

WHEREAS, Section 37 of the Master Deed provides all of the Units are subject to the resale and rental controls of the Fair Housing Act, N.J.S.A. 52:27D-301 *et seq.*, the regulations of COAH, N.J.A.C. 5:92-12 *et seq.*, and the Ordinances of the Township of Warren (the "Controls"); and

WHEREAS, the "Controls" were initially to extend to the first non-exempt sale after 20 years from the later of the date a Certificate of Occupancy is issued or the date upon which a closing and transfer from the Sponsor to the initial purchaser of any Unit; and

WHEREAS, closings on the Units first commenced in February, 1992; and

WHEREAS, Warren Township has determined that most desirable means of promoting an adequate supply of low and moderate income housing in Warren Township pursuant to N.J.A.C. 5:80-26.25 is to prohibit the exercise of any repayment option on the 57 Units and to maintain the Controls on the 57 Units for a longer period than the initial twenty (20) years;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Warren, in the County of Somerset, and State of New Jersey, as follows:

1. The Repayment Option shall not be permitted from the date of this Resolution until February 1, 2042.
2. The Controls are hereby extended until February 1, 2042, and during this period of extended Controls no seller of any of the 57 Units may utilize the repayment option as permitted by N.J.A.C. 5:93-9.8.
3. The Clerk is authorized and directed to print this Resolution in full in the official newspaper of Warren Township and in the *Courier News*, and to notify the administrative agent and COAH of the Warren Township Committee's action.
4. The administrative agent shall ensure the deed restriction on all affected 57 Units extends until February 1, 2042.
5. This Resolution shall evidence pursuant to N.J.A.C. 5:97-6.14(b)(2) (Extension of Expiring Controls) that the Controls have been extended in accordance with the Uniform Housing Affordability Controls ("UHAC"), and that Warren Township is entitled to 57 COAH credits to address a portion of its third round growth share obligation through the extension of affordability controls in accordance with N.J.A.C. 5:97-9 and UHAC.
6. Sale and use of the Units is governed by UHAC, found in the New Jersey Administrative Code at Title 5, Chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations") and any amendments, changes or supplements thereto.
7. All of the restricted Units shall remain subject to the requirements of N.J.A.C. 5:80-26.5, as may be amended and supplemented from time to time, during the extended Control period until Warren Township elects to release the Units from such requirements.

INTRODUCED	SECONDED	COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
	✓	SORDILLO	✓			
		PLAGER	✓			
✓		GARAFOLA	✓			
		SALVATO	✓			
		DINARDO	✓			

CERTIFICATION

I, Patricia A. DiRocco, Township Clerk of the Township of Warren, in the County of Somerset, New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted at a meeting of the Township Committee held on December 11, 2008.



Patricia A. DiRocco, RMC
Township Clerk

ATTEST:

Patricia A. DiRocco
Name: Patricia DiRocco
Title: Township Clerk

By: Carolann Garafola
Name: CAROLANN GARAFOLA
Title: Mayor

[illegible]

- (a) this person is the Clerk of the TOWNSHIP OF WARREN, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is Carolann Garafolo, the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its duly authorized voluntary act;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Name: Patricia A. DiRocco
Title: Township Clerk

Signed and sworn to before me on

7/5/09 (date)

Name: Mary Anne Staffer
Title: Executive Director

Name: _____

Title:

MARY ANNE STAPPERFELVE
SENATOR PUBLIC OF NEW JERSEY
 The Constitution Expires July 7, 2013

Mary Anne Stappferenne
Notary of NJ
2/7/2013³

1216999-1





BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 01/09/2009 02:41:03 PM
Book: OPR 6184 Page: 2729-2736
Instrument No.: 2009001002
TWP AGTDEED 8 PGS \$8.00

Recorder: BRIONES

DO NOT DISCARD



2009001002

RECEIVED

APR 03 2013

ORIGINAL

TOWNSHIP CLERK

Prepared by:

Jeffrey B. Lohrer, Esq.

DEED RESTRICTION

TO

LOW TO MODERATE INCOME RESIDENTIAL RENTAL UNITS

LOCATED IN THE WHISPERING HILLS DEVELOPMENT

**WITH COVENANTS RESTRICTING RENTALS, CONVEYANCE AND
IMPROVEMENTS AND REQUIRING NOTICE OF FORECLOSURE AND
BANKRUPTCY**

THIS DEED RESTRICTION, entered into as of this 28th day of February 2013, by and between the Township of Warren ("Administrative Agent"), and Chasbob, Inc., a New Jersey corporation, having offices at 775 Mountain Boulevard, Suite 7, Watchung, New Jersey, the developer/sponsor (the "Owner") of a residential low to moderate income rental project subsidized by the State of New Jersey (the "State") in cooperation with the Administrative Agent, under the name Whispering Hills, A Condominium (the "Project").

WITNESSETH:

Article 1. Consideration

In consideration of the subsidies received for the Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction, with respect to the land and improvements more specifically described in Article 2 hereof (the "Property").



2013017433

BRETT A. RADT COUNTY CLERK
SOMERSET COUNTY NJ
2013 MAR 28 12:01:56 PM
BK: 6617 PG: 2443-2451
INSTRUMENT # 2013017433

Exhibit E

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the Township of Warren, County of Somerset, State of New Jersey, and described more specifically as Block No. 88.03, Lots 1.01 through 1.60 and known by the street address of 101-112 Primrose Way, 301-312 Primrose Way, 501-512 Primrose Way, 701-712 Primrose Way and 901-912 Primrose Way, Warren, New Jersey. The specific units to which this Deed Restriction shall apply are identified on Exhibit A attached hereto and made a part hereof.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for a period of thirty (30) years by extending the Uniform Controls (defined below) from the date the existing controls expire on each of the Units as more fully described in Exhibit B attached hereto and made a part hereof (the "Control Period")..

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, et seq, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low-or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no

sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.

- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the State of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the State within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the State and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the ~~provision~~ of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the State shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor

EXHIBIT "A"

UNIT NUMBERS

MOUNT LAUREL HOUSING

UNIT NUMBERS - STREET ADDRESS

Block 88.03, Lots 1.01 through 1.60

101-112 Primrose Way 501-512 Primrose Way

301-312 Primrose Way 701-712 Primrose Way

901-912 Primrose Way

BUILDING 300

			No. of
	Upstairs	Downstairs	Unit Bedrooms
301		C	3
	302	C	3
303		B	2
	304	B	2
305		B	2
	306	B	2
307		B	2
	308	B	2
309		B	2
	310	B	2
311		A	1
	312	A	1

BUILDING 900

			No. of
	Upstairs	Downstairs	Unit Bedrooms
901		C	3
	902	C	3
903		B	2
	904	B	2
905		B	2
	906	B	2
907		B	2
	908	B	2
909		B	2
	910	D	2 Handicap
911		A	1
	912	A	1

BUILDING 500

(built in reverse)

			No. of
	Upstairs	Downstairs	Unit Bedrooms
501		A	3
	502	A	3
503		B	2
	504	D	2 Handicap
505		B	2
	506	B	2
507		B	2
	508	B	2
509		B	2

EXHIBIT "A"

UNIT NUMBERS

MOUNT LAUREL HOUSING

UNIT NUMBERS - STREET ADDRESS

Block 88.03, Lot1.01 through 1.60

101-112 Primrose Way 701-712 Primrose Way

301-312 Primrose Way 901-912 Primrose Way

501-512 Primrose Way

Building 500(cont'd)

	<u>Upstairs</u>	<u>Downstairs</u>	<u>Unit</u>	<u>No. of Bedrooms</u>
		510	B	2
511			C	1
		512	C	1

BUILDING 100

	<u>Upstairs</u>	<u>Downstairs</u>	<u>Unit</u>	<u>No. of Bedrooms</u>
101			C	1
		102	C	1
103			B	2
		104	B	2
105			B	2
		106	B	2
107			B	2
		108	B	2
109			B	2
		110	D	2 Handicap
111			A	3
		112	A	3

BUILDING 700

	<u>Upstairs</u>	<u>Downstairs</u>	<u>Unit</u>	<u>No. of Bedrooms</u>
701			C	3
		702	C	3
703			B	2
		704	B	2
705			B	2
		706	B	2
707			B	2
		708	B	2
709			B	2
		710	B	2
711			A	1
		712	A	1

*Building and unit designations for
The original building 400 and 200
have been changed to building 900
and 700 respectively; the number of
bedrooms for some units has changed
from the original.

EXHIBIT B

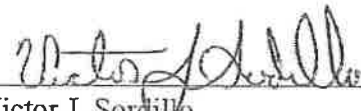
COMMENCEMENT OF EXTENDED DEED RESTRICTION PERIOD BY BUILDING

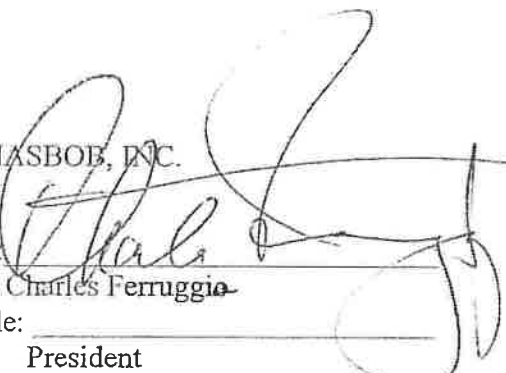
- A. -- 300 Building – January 8, 2013
- B. 100 Building – April 25, 2013
- C. 500 Building – September 28, 2013
- D. 900 Building – December 22, 2013
- E. 700 Building – March 25, 2014

remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

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

TOWNSHIP OF WARREN

By: 
Victor J. Sordillo
Title: MAYOR
Mayor

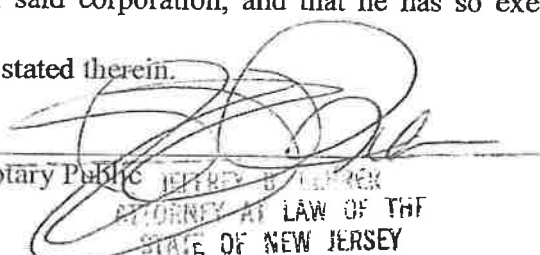
CHASBOB, INC.
By: 
Charles Ferruggia
Title: _____
President


On this 21 day of February, 2013, before me came Victor J. Sordillo, known to me to be the Mayor of the Township of Warren, the municipality identified as such in the foregoing Agreement, who states that he is duly authorized to execute said Agreement on behalf of said municipality, and that he has so executed the foregoing Agreement for the purposes stated therein.


Notary Public

PATRICIA A. DIROCCO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/9/2017

On this 26th day of February, 2013, before me came Charles Ferruggia, known to me to be the President of Chasbob, Inc., the corporation identified as such in the foregoing Agreement, who states that he is duly authorized to execute said Agreement on behalf of said corporation, and that he has so executed the foregoing Agreement for the purposes stated therein.


Notary Public **JEFFREY B. LERNER**
ATTORNEY AT LAW OF THE
STATE OF NEW JERSEY


WARREN TOWNSHIP
46 MOUNTAIN BLVD
WARREN NJ 07059



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 03/28/2013 12:01:56 PM
Book: OPR 6617 Page: 2443-2451
Instrument No.: 2013017433
TWP AGTDEED 9 PGS \$11.00

Recorder: HECKMAN

DO NOT DISCARD



2013017433



Supportive Housing for Adults with Special Needs

130 Mt. Bethel Road • Warren, New Jersey 07059

Tel: 908-757-7000 • Fax: 908-757-7022

www.mtbethelvillage.com

Mr. John Chadwick
Warren Township Municipal Complex
46 Mountain Blvd.
Warren, NJ 07059

July 29, 2019

Dear Mr. Chadwick,

I am writing to confirm our total occupancy here at that our facility, located at 130 Mt. Bethel Road in Warren. We have a total of 53 beds for adults 21 and over with Developmental Disabilities, Autism and Traumatic Brain Injury. Right now we have 49 beds assigned and 4 vacancies. All of our residents are receiving Medicaid or are Medicaid eligible.

If you have any further questions or need additional information, please don't hesitate to contact me at any time.

Sincerely,

Dawn Duffy,
Executive Director

**Detailed Information on
Brightview Warren****Facility
Information****Inspection
Summaries****Advisory
Standards****Nursing Home
Report Card**

Licensed Name: **Brightview Warren**
Address: 57 Mt Bethel Road, Warren, NJ 07059
Phone: (908) 756-3790
Facility Type: Assisted Living Residence
License Number: 18A007
License Expires: 09/30/2019
Administrator: Ms. SUSAN BRUNCATI

Owner/Officer Information

Licensed Owner: BRIGHTVIEW WARREN, LLC
Officer(s):
LIVING VI LLC SHELTER SENIOR

Bed/Slot Information

Assisted Living Beds: 120

[Back](#)

updated June 2007

APPENDIX E-2

4p \$11 Ret 338 AM
 Record & Return to:
 Patricia A. DiRocco
 46 Mountain Blvd.
 Warren, NJ 07059

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

79/7.01

Deed Restriction

DEED RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property

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

THIS DEED RESTRICTION, entered into as of this 29 day of July, 2010, by and between the [Administrative Agent] ("Administrative Agent"), or its successor, acting on behalf of Township of Warren (Municipality), with offices at 46 Mountain Blvd, Warren, N.J. 07059 and Special Needs Residence, LLC a New Jersey (~~Community Development~~ Special Needs Residence, LLC) LLC having offices at 130 Mount Bethel Road, Warren N.J. the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

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

Article 2. Description of Property

[If the project is a 100 percent affordable development, use the following:]

The Property consists of all of the land, and improvements thereon, that is located in the municipality of _____, County of _____, State of New Jersey, and described more specifically as Block No. _____ Lot No. _____, and known by the street address:

[Where restrictions are limited to specific units within the project, use the following:]

BRETT A. BOGGS COUNTY CLERK
 2010 JUL 29 09:30:35 PM
 REC-5348 20:14:11-1489
 INSTRUMENT # 2010033328



updated June 2007

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the municipality of Township of Warren, County of Somerset, State of New Jersey, and described more specifically as Block No. 79 Lot No. 7.01, and known by the street address:

130 Mount Bethel Road

Warren, New Jersey 07059

More specifically designated as:

There will be 11 affordable units in the building to be constructed at 130
(List specific affordable units by address or apartment number.)

Mt. Bethel Road, Warren, New Jersey. The units will consist of a mix of studio and one bedroom units.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant or substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
 - B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
 - C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
 - D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

updated June 2007

- E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4.

Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

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

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

[THE ADMINISTRATIVE AGENT]

Township of Warren
BY: [Signature]
Mark Krane, Administrator

XXXXXXXXXXXX
Title

[THE OWNER]

Special Needs Residence, LLC
BY: [Signature]
Herbert Mellich, Managing Member

XXXXXXXXXXXX
Title

APPROVED BY Warren Twp. [Municipality]

BY:

[Signature]
Victor J. Sordillo

XXXXXXXXXXXX
MAYOR Title

ACKNOWLEDGEMENTS

On this the 29 day of July, 20 before me came Mark M. Krane to me known and known to me to be the Administrative Agent for Warren Twp [Municipality], who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

updated June 2007

PATRICIA A. DIROCCO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 12, 2012

Patricia A. DiRocco
NOTARY PUBLIC

On this the 27 day of July, 2010 before me came Herbert Heflich, to me known and known to me to be Managing Member of, the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.

Erwin C. Schmitzer
NOTARY PUBLIC

Erwin C. Schmitzer
An Attorney At Law of the State of New Jersey

On this the 29 day of July, 2010 before me came Victor J. Sordillo known and known to me to be Mayor of Warren Twp. the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein

Patricia A. DiRocco
NOTARY PUBLIC

PATRICIA A. DIROCCO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 12, 2012



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 08/02/2010 02:30:35 PM

Book: OPR 6340 Page: 1461-1485

Instrument No.: 2010033320

TWP AGTDEED 5 PGS \$11.00

Recorder: MOUTNER

DO NOT DISCARD



2010033320



Timothy P. McKeown
President
Board of Directors

Lauren Frary, M.A.
Executive Director

Via Email

**Mr. John Chadwick,
Professional Land Use Planner
3176 Route 27, Suite 1A
Kendall Park, NJ 08824**

August 18, 2017

Mr. Chadwick,

I am writing to confirm the information related to the property located at 57 Old Stirling Road, Warren, NJ.

This property is located in a Sub Division of land identified as Block 527 , Lot 39A.

In 1989, The Arc of Somerset County, partnered with the NJ Division of Developmental Disabilities for funding to build a fully accessible group home for individuals with intellectual and Developmental Disabilities.

The Group home provides residence and supportive services for 10 adults with intellectual and developmental disabilities and is run and operated by The Arc of Somerset County.

Please feel free to contact me if you have any additional questions.

Sincerely,

Lauren Frary
Lauren Frary

Achieve with us.

141 South Main Street • Manville, NJ 08835 • P: 908 725 8544 • F: 908 704 0850
www.thearcsomerset.org • A private nonprofit organization • Fed. ID # 22-1968555
for people with intellectual and developmental disabilities



Lt. Governor Sheila Y. Oliver
Chairman

Charles A. Richman
Executive Director

July 31, 2019

John Chadwick
Township Planner
Warren Township
46 Mountain Blvd.
Warren, NJ 07059

Re: Promenade at Warren

Dear Mr. Chadwick,

This letter is to affirm that all homeowners who initially purchased deed restricted affordable housing units within the Promenade at Warren were income qualified as required by the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq (UHAC).

If you have any additional questions or concerns, please feel free to reach out to me at (609) 278-7560 or via email at eknox@njhmfa.gov.

Sincerely,

Elizabeth Knox
Mgr. of Special Programs
Housing Affordability Service

c: file

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

637 South Clinton Avenue ^ P.O. Box 18550 ^ Trenton, NJ 08650-2085
TELEPHONE: (609) 278-7400 ^ WEB: www.njhousing.gov

Record & Return to
Patricia A. DiRocco
Township Clerk
46 Mountain Blvd.
Warren, NJ 07059

Prepared By: John P. Belardo

John P. Belardo, Esq.

RESTRICTIVE COVENANT

Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls on State Regulated Property Fair Housing Act Required Covenants Restricting Use, Conveyance and Mortgage Debt

THIS DECLARATION is made this 26th day of July, 2005, by:

AMERICAN PROPERTIES AT BARDY FARMS, L.L.C.

a Limited Liability Company of the State of New Jersey, having its
principal place of business at 517 Route One South, Suite 2100,
Iselin, New Jersey 08830

AND:

WARRENVILLE PROPERTIES, L.L.C.

a Limited Liability Company of the State of New Jersey, having its
principal place of business at 125 Washington Valley Road,
Warren, N.J. 07059

(hereinafter referred to collectively as "Developer").

WHEREAS, Warrenville Properties, L.L.C. is the owner of Lots 19, 20.01 and 20.03 of Block 70 as designated by the tax duplicate of the Township of Warren (hereinafter referred to as the "Warrenville Properties Lots"); and,

WHEREAS, American Properties at Bardy Farms, L.L.C. is the owner of Lots 22.01 and 22.02 of Block 70 as designated by the tax duplicate of the Township of Warren (hereinafter referred to as the "American Properties Lots"); and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrenville Properties, L.L.C. presented a composite and integrated plan to the Warren Township Planning Board for both the American Properties lots and the Warrenville Properties Lots; and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrenville Properties, L.L.C., received Preliminary Major Site Plan Approval from the Warren Township Planning Board on April 12, 2004, Case #2004-02 for Block 70, Lots 19, 20.01, 20.03 (the Warrenville Lots) as well as Lots 22.01 and 22.02 (the American Properties Lots) located on Washington Valley Road in accordance with plans prepared by Menlo Engineering Associates, Inc., dated September 21, 2003 revised through March 5, 2004; and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrenville Properties, L.L.C., received Preliminary Major Subdivision Approval from the Warren Township Planning Board on May 10, 2004, Case #2004-08 for Block 70, Lots 19, 20.01, 20.03 (the Warrenville Lots) as well as Lots 22.01 and 22.02 (the American Properties Lots) located on Washington Valley Road in accordance with plans entitled "Promenade at Warren, Township of Warren, Somerset County, New Jersey, Major Subdivision Plan, Block 70 Lots 19, 20.01, 20.03, 22.01, and 22.02, Tax Map Sheets 85 & 86", prepared by Menlo Engineering Associates, Inc., dated February 13, 2003 revised through March 5, 2004; and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrenville Properties, L.L.C., received Final Major Site Plan and Amended Preliminary and Final Major Subdivision Approval from the Warren Township Planning Board on October 11, 2004, Case #2004-08 for Block 70, Lots 19, 20.01, 20.03 (the Warrenville Lots) as well as Lots 22.01 and 22.02 (the American Properties Lots) located on Washington Valley Road, in accordance with plans prepared by Menlo Engineering Associates, Inc., dated September 22, 2003 revised through September 27, 2004; and,



2005063546

BRETT A. RAD1 COUNTY CLERK
SOMERSET COUNTY, NJ
2005 AUG 26 02:07:06 PM
BK: 5790 PG: 3017-3022
INSTRUMENT # 2005063546

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrentown Properties, L.L.C., received Amended Preliminary and Final Site Plan Approval and Amended Preliminary and Final Major Subdivision Approval from the Warren Township Planning Board on March 7, 2005, Case #2005-02 for Block 70, Lots 19, 20.01, 20.03 (the Warrentown Lots) as well as Lots 22.01 and 22.02 (the American Properties Lots) located on Washington Valley Road; and,

WHEREAS, the Amended Preliminary and Final Site Plan Approval is in accordance with plans entitled "Promenade at Warren, Township of Warren, Somerset County, New Jersey, Preliminary/Final Major Site Plan, Block 70 Lots 19, 20.01, 20.03, 22.01, and 22.02, Tax Map Sheets 85 & 86", prepared by Menlo Engineering Associates, Inc., dated May 30, 2003 revised through November 11, 2004; and the Amended Preliminary and Final Major Subdivision Approval is in accordance with plans entitled "The Promenade at Warren, Township of Warren, Somerset County, New Jersey, Overall Final Map, Block 70 Lots 19, 20.01, 20.03, 22.01 & 22.02 +/- Acres 22.02", prepared by Menlo Engineering Associates, Inc., dated September 3, 2004 revised through January 18, 2005, and ALTA/ACSM Land Title & Topographic Survey by Control Point Associates, Inc. dated June 20, 2002; and,

WHEREAS, Developer is the owner of forty-two (42) units, more fully described on Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Affordable Units") which are situated within The Promenade at Warren a residential development consisting of a total of two hundred eight (208) dwelling units located in the Municipality of Warren, County of Somerset, State of New Jersey; and

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (N.J.S.A. 52:27D-301 *et seq.*, P.L. 1985, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with the provisions of the Act; and,

WHEREAS, the Act requires that municipalities insure that such designated housing remains affordable to low and moderate income households; and,

WHEREAS, pursuant to the Act, the Affordable Units described in Exhibit A attached to this Agreement have been designated as low and moderate income housing as defined by the Act; and,

WHEREAS, the purpose of this Declaration is to insure that the described Affordable Units remain affordable to low and moderate-income eligible households for a minimum period of thirty years; and,

NOW, THEREFORE, it is the intent of this Declaration to insure that the affordability controls are recorded on each of the affordable units so as to bind the owners of the Affordable Units of the covenants, conditions and restrictions which they shall be required to comply and to notify all future purchasers of the affordable units that the housing unit is encumbered with affordability controls.

Article 1. Affordable Housing Covenants

The sale and use of each Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, *et seq.*), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*) (the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land, for each respective Affordable Unit, for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

A. The Affordable Unit may be conveyed only to a household who has been approved in advance and in writing by the Housing Affordability Service of the New Jersey Department of Community Affairs, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Affordable Unit shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percentum (95%) of the applicable MRP.

D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

Article 2. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Affordable Unit, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

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

IN WITNESS WHEREOF, Developer has caused this instrument to be executed by its
duly authorized partners and proper officers, respectively, this 26th day of

July 2005.

ATTEST:

AMERICAN PROPERTIES AT
BARDY FARMS, L.L.C.

Jori E. Curreri

By: [Signature]
Randy Csik

ATTEST:

WARRENVILLE PROPERTIES,
L.L.C.

Jori E. Curreri

By: [Signature]
Peter Villani

STATE OF NEW JERSEY

SS.:

COUNTY OF MIDDLESEX

I CERTIFY that on JULY, 26, 2005,

Randy Csik personally came before me and this person acknowledged under oath, to
my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as Managing
Member of American Properties at Bardy Farms, L.L.C., the limited liability company
named in this document; and
- (b) this document was signed and made by the company as its voluntary act and
deed by virtue of authority from its Members.

[Signature]
NOTARY PUBLIC OF NEW JERSEY

LORI E. CURRERI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 26, 2009

STATE OF NEW JERSEY

SS.:

COUNTY OF Middlesex

I CERTIFY that on JULY, 26, 2005,

Peter Villani personally came before me and this person acknowledged under oath, to
my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as Managing Member of Warrentown Properties, L.L.C., the limited liability company named in this document, and
- (b) this document was signed and made by the company as its voluntary act and deed by virtue of authority from its Members.


NOTARY PUBLIC OF NEW JERSEY

LORE E. CURRERI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 26, 2009

RECORD AND RETURN TO:

Township Clerk
Township of Warren
46 Mountain Boulevard
Warren, NJ 07059

\\Huttandshiman01\UGBurnham\American Properties\AP at Baldy Farms\Restrictive Covenant for AU.doc
7/15/2005 11:31:06 AM



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 08/26/2005 02:07:06 PM
Book: OPR 5790 Page: 3017-3022
Instrument No.: 2005063546
RESCOVNT 6 PGS \$70.00

RESTRICTIVE COVENANT: \$70.00

Recorder: VILLANUEVA

DO NOT DISCARD



2005063546

Record & Return to:
Patricia A. DiRocco, Clerk
Township of Warren
46 Mountain Blvd.
Warren, NJ 07059

Sp. Book Sv.

Prepared by:

John P. Belardo

John P. Belardo, Esq.
Attorney-At-Law
State of New Jersey

AMENDED
RESTRICTIVE COVENANT

Declarations of Covenants, Conditions and Restrictions Implementing Affordable
Housing Controls on State Regulated Property Fair Housing Act Required Covenants
Restricting Use, Conveyance and Mortgage Debt

THIS DECLARATION is made on this 30th day of October, 2006, by:

K. HOVNANIAN @ WARREN TOWNSHIP, L.L.C.,
A LIMITED LIABILITY COMPANY OF NEW JERSEY
having its principal place of business at K. Hovnanian Company,
110 Fieldcrest Ave., CN 7825, Edison, NJ 08818-7825

(hereinafter referred to as "Developer")

WHEREAS, K. Hovnanian @ Warren Township, L.L.C., A Limited Liability Company Of New Jersey is the owner of Lots 128 and 131 in Block 70.02 as designated by the tax duplicate of the Township of Warren (hereinafter referred to as the "Four Seasons-Promenade Lots"); and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrentown Properties, L.L.C., previous owners of the subject property, received Preliminary Major Site Plan Approval from the Warren Township Planning Board on April 12, 2004, Case #2004-02 for Block 70, Lots 19, 20.01, 20.03, as well as Lots 22.01 and 22.02, the subject property which was then known as Promenade at Warren, in accordance with plans prepared by Menlo Engineering Associates, Inc., dated September 21, 2003 revised through March 5, 2004; and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrentown Properties, L.L.C., received Preliminary Major Subdivision Approval from the Warren Township Planning Board on May 10, 2004, Case #2004-08 for Block 70, Lots 19, 20.01, 20.03 as well as Lots 22.01 and 22.02 in accordance with plans entitled "Promenade at Warren, Township of Warren, Somerset County, New Jersey, Major Subdivision Plan, Block 70, Lots 19, 20.01, 20.03, 22.01, and 22.02, Tax Map Sheets 85 & 86", prepared by Menlo Engineering Associates, Inc., dated February 13, 2003 revised through March 5, 2004; and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrentown Properties, L.L.C., received Final Major Site Plan and Amended Preliminary and Final Major Subdivision Approval from the Warren Township Planning Board on October 11, 2004, Case #2004-08 for Block 70, Lots 19, 20.01, 20.03 as well as Lots 22.01 and 22.02, in accordance with plans prepared by Menlo Engineering Associates, Inc., dated September 22, 2003 revised through September 27, 2004; and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrentown Properties, L.L.C., received Amended Preliminary and Final Site Plan Approval and Amended Preliminary and Final Major Subdivision Approval from the Warren Township Planning Board on March 7, 2005, Case #2005-02 for Block 70, Lots 19, 20.01, 20.03 as well as Lots 22.01 and 22.02; and,

WHEREAS, Developer has received Amended Preliminary and Final Site Plan Approval from the Warren Township Planning Board on October 23, 2006, Case # 2004-08 for the subject property; and

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrentown Properties, L.L.C. recorded a Restrictive Covenant on August 26, 2005 in Somerset County Deed Book OPR, pages 3017-3022; and



2007001197

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2007 JAN 05 01:38:56 PM
BK: 5982 PG: 52-57
INSTRUMENT # 2007001197

WHEREAS, Developer is the owner of forty-two (42) units, more fully described on Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Affordable Units") which are situated within the Four Seasons-Promenade Lots; and

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (N.J.S.A. 52:27D-301 et. seq., P.L. 1985, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with the provisions of the Act; and,

WHEREAS, the Act requires that municipalities insure that such designated housing remains affordable to low and moderate income households; and,

WHEREAS, pursuant to the Act, the Affordable Units described in Exhibit A attached to this Agreement have been designated, pursuant to the amended preliminary and final site plan granted October 23, 2006, as low and moderate income housing as defined by the Act; and,

WHEREAS, the purpose of this Declaration is to replace the Restrictive Covenant recorded in Somerset County Deed Book OPR, pages 3017-3022, in order to redesignate the affordable units pursuant to the Warren Township Planning Board approval of October 23, 2006 and insure that the described Affordable Units remain affordable to low and moderate-income eligible households for a minimum period of thirty years; and,

NOW, THEREFORE, it is the intent of this Declaration to insure that the affordability controls are recorded on each of the affordable units so as to bind the owners of the Affordable Units of the covenants, conditions and restrictions which they shall be required to comply and to notify all future purchasers of the affordable units that the housing unit is encumbered with affordability controls.

Article 1. Affordable Housing Covenants

The sale and use of each Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, Chapter 80, (N.J.A.C. 5:80-26.1, et seq.), as required by N.J.A.C. 5:94-7.2 (the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land, for each respective Affordable Unit, for the period of time commencing **for each unit on the date the initial certified household takes title to the unit**, and terminating upon the expiration of the Control Period as provided in the Regulations.

A. The Affordable Unit may be conveyed only to a household who has been approved in advance and in writing by the Housing Affordability Service of the New Jersey Department of Community Affairs, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Affordable Unit shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall

charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 et seq., shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

I. In accordance with N.H.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

Article 2. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Affordable Unit, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

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

SCHEDULE A

K. HOVNANIAN'S FOUR SEASONS PROMENADE AT WARREN CONDOMINIUM SCHEDULE OF AFFORDABLE UNITS

GARDENHOME BUILDINGS					
BUILDING	UNIT	BLOCK	LOT	QUALIFIER	ADDRESS
2 or 1002	A1	70.02	128	C-021L	18 Lara Place
2 or 1002	B1	70.02	128	C-022L	20 Lara Place
2 or 1002	A2	70.02	128	C-025U	26 Lara Place
2 or 1002	B2	70.02	128	C-026U	28 Lara Place
2 or 1002	G2	70.02	128	C-028U	30 Lara Place
2 or 1002	D2	70.02	128	C-027U	32 Lara Place
3 or 1003	A1	70.02	128	C-031L	34 Lara Place
3 or 1003	B1	70.02	128	C-032L	36 Lara Place
3 or 1003	A2	70.02	128	C-035U	42 Lara Place
3 or 1003	B2	70.02	128	C-036U	44 Lara Place
3 or 1003	C2	70.02	128	C-038U	46 Lara Place
3 or 1003	D2	70.02	128	C-037U	48 Lara Place
9 or 1009	A1	70.02	128	C-091L	11 Lara Place
9 or 1009	B1	70.02	128	C-092L	15 Lara Place
9 or 1009	A2	70.02	128	C-095U	21 Lara Place
9 or 1009	B2	70.02	128	C-096U	23 Lara Place
9 or 1009	C2	70.02	128	C-098U	25 Lara Place
9 or 1009	D2	70.02	128	C-097U	27 Lara Place
10 or 1010	A1	70.02	128	C-101L	29 Lara Place
10 or 1010	B1	70.02	128	C-102L	31 Lara Place
10 or 1010	C1	70.02	128	C-104L	33 Lara Place
10 or 1010	D1	70.02	128	C-103L	35 Lara Place
10 or 1010	A2	70.02	128	C-105U	37 Lara Place
10 or 1010	B2	70.02	128	C-106U	39 Lara Place
10 or 1010	C2	70.02	128	C-108U	41 Lara Place
10 or 1010	D2	70.02	128	C-107U	43 Lara Place
11 or 1011	A1	70.02	131	C-111L	18 Aggie Lane
11 or 1011	B1	70.02	131	C-112L	20 Aggie Lane
11 or 1011	C1	70.02	131	C-114L	22 Aggie Lane
11 or 1011	D1	70.02	131	C-113L	24 Aggie Lane
11 or 1011	A2	70.02	131	C-115U	26 Aggie Lane
11 or 1011	B2	70.02	131	C-116U	28 Aggie Lane
11 or 1011	C2	70.02	131	C-118U	30 Aggie Lane
11 or 1011	D2	70.02	131	C-117U	32 Aggie Lane
12 or 1012	A1	70.02	131	C-124L	2 Aggie Lane
12 or 1012	B1	70.02	131	C-123L	4 Aggie Lane
12 or 1012	C1	70.02	131	C-121L	6 Aggie Lane
12 or 1012	D1	70.02	131	C-122L	8 Aggie Lane
12 or 1012	A2	70.02	131	C-128U	10 Aggie Lane
12 or 1012	B2	70.02	131	C-127U	12 Aggie Lane
12 or 1012	C2	70.02	131	C-125U	14 Aggie Lane
12 or 1012	D2	70.02	131	C-126U	16 Aggie Lane

IN WITNESS WHEREOF, Developer has caused this instrument to be executed by its duly authorized partners and proper officers, respectively, this 30th day of October, 2006.

ATTEST:

K. HOVNANIAN @ WARREN
TOWNSHIP, L.L.C.

By: [Signature]

Print Name: SETH R. BARON
Title: LEGAL COUNSEL

Print Name: ANDRE K. MIESNICK
Title: AREA PRESIDENT

STATE OF NEW JERSEY :
COUNTY OF: MIDDLESEX : SS:

I CERTIFY that on OCTOBER 30th, 2006,

ANDRE MIESNICK personally came before me and this person acknowledged under oath, to my satisfaction, that

- a) this person signed, sealed and delivered the attached document as AREA PRESIDENT of K. Hovnanian @ Warren Township, L.L.C., A Limited Liability Company of New Jersey, the limited liability company named in this document; and
- b) this document was signed and made by the company as its voluntary act and deed by virtue of authority from its Members.

Sworn and subscribed to
before me on this 30th day
of OCTOBER, 2006

[Signature]
Notary Public

ANNE KOZDRON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 26, 2011



BRETT A. RADI
SOMERSET COUNTY CLERK
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TWP RESTR COV 6 PGS \$8.00

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