

Master Plan Element Section IV

Housing Element & Fair Share Plan

Appendices (Book 2 of 3)

Adopted February 27, 2019

Township of West Windsor



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Appendices

Appendix A:
Copy of the Structural Conditions Survey Form

TECHNICAL APPENDIX C

WEST WINDSOR TWP.

DATE: 2015 SUMMARY

OF DEFICIENT STRUCTURES

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: LONNIE BALDINO

STREET:	SEE BELOW	ADDRESS	BLOCK/LOT	NUMBER OF DWELLING UNITS	COMPONENTS							DEFICIENT STRUCTURE MARK "YES" OR "NO"	COMMENTS	
					One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient					
					FOUND-ATION	SIDING AND WALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/SOFFETS/GUTTERS/LEADER	RAILS/STAIRS/STEPS/PORCH	FIRE ESCAPE			
		562 ALEXANDER RD	7-01/2	1	0	0	X	0	0	X	0	N/A	YES	ROOF
		3100 ROUTE 1	38/1	0	0	0	X	BOARDED UP	X	X	X	N/A	YES	UNOCCUPIED
		3102 ROUTE 1	38/2	0	0	X	0	BOARDED UP	X	X	X	N/A	YES	UNOCCUPIED
		182 WASHINGTON RD	84/1	1	0	X	X	X	X	0	0	N/A	YES	HOUSE FIRE

47 Total "YES" on 4163 lots in 2 weeks

TECHNICAL APPENDIX C

DATE: 9-17-15

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: LONNIE BALDINO

ADDRESS	BLOCK/ LOT	NUMBER OF Dwelling Units	COMPONENTS										COMMENTS	
			One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient						
			FOUND- ATION	SIDING AND WALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"				
536	7/201	1	○	○	○	○	○	○	○	○	○	N/A	No	GUTTERS
544	7/45	1	○	○	○	○	○	○	○	○	○	○	No	
548	7/44	1	○	○	○	○	○	○	○	○	○	○	No	
554	7.01/4	1	○	○	○	○	○	○	○	○	○	○	No	
558	7.01/3	1	○	○	○	○	○	○	○	○	○	○	No	
562	7.01/2	1	○	○	ROOF	○	○	X	○	○	○	○	YES	Roof
566	7.01/1	1	○	○	○	○	○	○	○	○	○	○	No	
572.	7/39	1	○	○	○	○	○	○	○	○	○	○	No	ADDRESS ON MAILBOX 17 GLEN VIEW

TECHNICAL APPENDIX C

DATE: 9-16-15

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: LONNIE BALDINO

ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS							COMMENTS								
			One "X" And Structure Is Deficient			Two "Xs": And Structure Is Deficient												
			FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE		DEFICIENT STRUCTURE MARK "YES" OR "NO"							
8	7/5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	House # 15 2
10	7/6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12	7/7	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14	7/24	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
22	7/34	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

TECHNICAL APPENDIX C

DATE: 9-18-15

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: LONNIE BALDINO

ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS								COMMENTS			
			One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient							
			FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"				
229	38/41	1	0	0	0	0	0	0	0	0	N/A	No	LARGE ADDITION / ALTERATION	
235	38/40	1	0	0	0	0	0	0	0	0	N/A	No	NEW CONSTRUCTION	
239	38/44	1	0	0	0	0	0	0	0	0	N/A	No		
243	38/39	1	0	0	0	0	0	0	0	0	N/A	No		
247	38/38	1	0	0	0	0	0	0	0	0	N/A	No		
249	38/37	1	0	0	0	0	0	0	0	0	N/A	No	NEW CONSTRUCTION	
251		0	N/A											DEMOLISHED TO BUILD 249/25
255	38/36	1	0	0	0	0	0	0	0	0	N/A	No	NEW CONSTRUCTION	

TECHNICAL APPENDIX C

DATE: 9-22-15

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: LONNIE BALDINO

STREET: VARSITY AVE.		NUMBER OF DWELLING UNITS	BLOCK/ LOT	COMPONENTS							DEFICIENT STRUCTURE MARK "YES" OR "NO"	COMMENTS	
ADDRESS	FOUNDATION			One "X" And Structure Is Deficient			Two "Xs": And Structure Is Deficient						
				SIDING AND WALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE				
261	<input type="radio"/>	1	39/17	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	N/A	No	
265	<input type="radio"/>	1	39/16	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
266	<input type="radio"/>	1	38/25	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
262	<input type="radio"/>	1	38/26	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
256	<input type="radio"/>	1	38/27	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
252	<input type="radio"/>	1	38/28	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
246	<input type="radio"/>	1	38/29	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
242	<input type="radio"/>	1	38/30	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	

TECHNICAL APPENDIX C

DATE: 9-22-15

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: LONNIE BALDINO

ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS								COMMENTS		
			One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient						
			FOUND- ATION	SIDING AND WALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
202	91/24	1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	N/A	No	
198	91/14	1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
195	84/4	1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
197	83/44	1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
201	83/45	1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
207	83/9	1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
211	83/41	0	N/A										VACANT LOT
213	83/40	1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	N/A	No	2 FAMILY

TECHNICAL APPENDIX C

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FAIR/POOR = X

SURVEYOR: LENNIE BALDINO

ADDRESS	BLOCK/ LOT	NUMBER OF Dwelling Units	COMPONENTS										COMMENTS
			One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient					
			FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
225	39/24	1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	NA	No	
229	39/23	1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
233	39/25	1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
237	39/21	1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
241	39/26	1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
245	39/20	1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
251	39/19	1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	
255	39/18	1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		No	

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DATE: 9-22-15

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RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: LONNIE BALDINO

ADDRESS	BLOCK/ LOT	NUMBER OF Dwelling Units	COMPONENTS										COMMENTS
			One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient					
			FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
238	38/43	/	○	○	○	○	○	○	○	○	N/A	NO	
234	38/41	/	○	○	○	○	○	○	○	○	|	NO	
230	38/32	/	○	○	○	○	○	○	○	○	|	NO	
226	38/33	/	○	○	○	○	○	○	○	○	|	NO	
218	91/26	/	○	○	○	○	○	○	○	○	|	NO	
214	91/29	/	○	○	○	○	○	○	○	○	|	NO	
210	91/21	/	○	○	○	○	○	○	○	○	|	NO	
206	91/20	/	○	○	○	○	○	○	○	○	|	NO	

TECHNICAL APPENDIX C

DATE: 9-23-15

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: LONNIE BALDINO

ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS										COMMENTS
			One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient					
			FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
257	41/5	1	○	○	○	○	○	○	○	○	N/A	No	
253	41/7	1	○	○	○	○	○	○	○	○		No	
249	41/9	1	○	○	○	○	○	○	○	○		No	
245	41/11	1	○	○	○	○	○	○	○	○		No	
241	41/13	1	○	○	○	○	○	○	○	○		No	2 Family
237	41/15	1	○	○	○	○	○	○	○	○		No	
233	41/17	1	○	○	○	○	○	○	○	○		No	
260	40/6	1	○	○	○	○	○	○	○	○		No	

TECHNICAL APPENDIX C

DATE: 9-23-15

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: LONNIE BALDINO

ADDRESS	BLOCK/ LOT	NUMBER OF Dwelling Units	COMPONENTS							DEFICIENT STRUCTURE MARK "YES" OR "NO"	COMMENTS		
			One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient						
			FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE				
256	40/8	1	○	○	○	○	○	○	○	○	N/A	No	
252	40/10	1	○	○	○	○	○	○	○	○	|	No	
248	40/12	1	○	○	○	○	○	○	○	○	|	No	
244	40/14	1	○	○	○	○	○	○	○	○	|	No	
240	40/16	1	○	○	○	○	○	○	○	○	|	No	
236	40/18	1	○	○	○	○	○	○	○	○	|	No	
232	40/20	1	○	○	○	○	○	○	○	○	|	No	
228	40/22	1	○	○	○	○	○	○	○	○	|	No	

TECHNICAL APPENDIX C

DATE: 9-24-15

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: LONNIE BALDINO

ADDRESS	BLOCK/ LOT	NUMBER OF Dwelling Units	COMPONENTS										COMMENTS
			One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient					
			FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
218	39/15	/	0	0	0	0	0	0	0	0	N/A	No	
210	83/37	/	0	0	0	0	0	0	0	0		No	
208	83/33	/	0	0	0	0	X	0	0	0		No	FRONT GUTTER & SOFFIT BAD
204	83/30	/	0	0	0	0	0	0	0	0		No	
198	83/32	?	0	0	0	0	0	0	0	0		No	SITED AS A BOARDG. HOUSE
184	84/2	/	0	0	0	0	0	0	0	0		No	
182	84/1	/	0	X	X	X	X	X	X	X		YES	HOUSE FIRE

TECHNICAL APPENDIX C

DATE: 9-22-15

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: RANDY BANUERMAN

RANDY BANUERMAN

STREET:	STREET:		NUMBER OF DWELLING UNITS	COMPONENTS								COMMENTS		
	ADDRESS	BLOCK/ LOT		One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient						
				FOUND-ATION	SIDING AND WALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
	161 PRINCETON	52	1	0	0	0	0	0	0	0	0	N/A	NO	
	163	42	1	0	0	0	0	0	0	0	0			
	165	30	1	0	0	0	0	0	0	0	0			
	167	20	1	0	0	0	0	0	0	0	0			
	169	21	1	0	0	0	0	0	0	0	0			
	171	29	1	0	0	0	0	0	0	0	0			
	173	25	1	0	0	0	0	0	0	0	0			
	166	10	1	0	0	X	0	0	0	0	0		YES	

TECHNICAL APPENDIX C

DATE: 9-22-15

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: RANDY BANNERMAN

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS								COMMENTS	
				One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient					
				FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"		
	7 BOLEMAN AVE	14/31	1	0	0	0	0	0	0	0	N/A	NO	
	9	14/32	1	0	0	X	0	X	0	0	0	YES	0
	11	14/33	1	0	0	X	0	0	0	0	0	YES	
	13	14/34	1	0	0	0	0	0	0	0	0	NO	
	15	14/35	1	0	0	0	0	0	0	0	0		
	14	14/36	1	0	0	0	0	0	0	0	0		
	12	14/38	1	0	0	0	0	0	0	0	0		
	10	14/25	1	0	0	0	0	0	0	0	0		
	8	14/26	1	0	0	0	0	0	0	0	0		
	6	14/23	1	0	0	X	0	0	0	0	0	YES	

TECHNICAL APPENDIX C

DATE: 9-18-15

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: RANDY BANNERMAN

STREET:		COMPONENTS										COMMENTS	
ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient					
			FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
24 - Cranberry Rd	12.04/21	1	0	0	X	0	0	0	0	0	NA	YES	
26	154	1	0	0	0	0	0	0	0	0	1	NO	
28	132	1	0	0	0	0	0	0	0	0	1		
32	120	1	0	0	0	0	0	0	0	0	1		
36	116	1	0	0	0	0	0	0	0	0	1		
40	119	1	0	0	0	0	0	0	0	0	1		
42	143	1	0	0	0	0	0	0	0	0	1		
46	145	1	0	0	0	0	0	0	0	0	1		
50	147	1	0	0	0	0	0	0	0	0	1	NO	
54	146	1	0	0	X	0	X	0	0	0	1	YES	
58	139	1	0	0	0	0	0	0	0	0	1	NO	

TECHNICAL APPENDIX C

DATE: 9-18-15

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: RANDY BAUERMAN

RANDY BAUERMAN

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS								COMMENTS		
				One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient						
				FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
	1 SUNDALIE LN	1205/15	1	0	0	0	0	0	0	0	0	N/A	NO	
	70 GRAUBER RD	/16	1	0	0	0	0	0	0	0	0	N/A		
	72	/8	1	0	0	0	0	0	0	0	0			
	76	/6301	1	0	0	0	0	0	0	0	0			
	80	/70	1	0	0	0	0	0	0	0	0			
	86	/74	1	0	0	0	0	0	0	0	0			
	63	/52	1	0	0	0	0	0	0	0	0			
	67	/50	1	0	0	0	0	0	0	0	0			
	71	/30	1	0	0	0	0	0	0	0	0			
	79	/12.11	1	0	0	0	0	0	0	0	0			
	85	/18.21	1	0	0	0	0	0	0	0	0			

TECHNICAL APPENDIX C

DATE: 9-18-15

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: RANDY BARNERMAN

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS										COMMENTS
				One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient					
				FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
	6 NORTH Mills	19/4	1	0	0	0	0	0	0	0	0	0	NO	
	11	8/21	1	0	0	0	0	0	0	0	0	0		
	15	8/19	1	0	0	0	0	0	0	0	0	0		
	17	8/15	1	0	0	0	0	0	0	0	0	0		
	19	8/25	1	0	0	X	0	0	0	0	0	0	YES	
	23	8/28	1	0	0	0	0	0	0	0	0	0	NO	
	25	8/29	1	0	0	0	0	0	0	0	0	0		
	31	8/27	1	0	0	0	0	0	0	0	0	0		
	37	8/4	1	0	0	0	0	0	0	0	0	0		
	39	8/35	1	0	0	0	0	0	0	0	0	0		

TECHNICAL APPENDIX C

DATE: 9-18-15

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: RANDY BANNERMAN

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF Dwelling Units	COMPONENTS										COMMENTS
				One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient					
				FOUND- ATION	SIDING AND WALLS	ROOF AND CHIMNEY	HINDOHS AND DOOR	EAVES/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
	218 HENRICKSON	43/7	1	0	0	0	0	0	0	0	0	0	NO	
	221	43/6	1	0	0	0	0	0	0	0	0	0	↓	
	230	43/5	1	0	0	0	0	0	0	0	0	0	YES	
	242	43/3	1	0	0	X	0	0	X	0	0	0	NO	
	248	43/2	1	0	0	0	0	0	0	0	0	0	NO	
	251	43/1	1	0	0	0	0	0	0	0	0	0	NO	

TECHNICAL APPENDIX C

DATE: 9-18-15

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: PAUL BANUEBANUE

PAUL BANUEBANUE

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS										COMMENTS	
				One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient						
				FOUND- ATION	SIDING AND WALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"				
	259 HENDRICKSON	19/15	1	0	0	0	0	0	0	0	0	0	0	NO	
	255	18/5	1	0	0	0	0	0	0	0	0	0	0		
	249	18/11	1	0	0	0	0	0	0	0	0	0	0		
	243	18/6	1	0	0	0	0	0	0	0	0	0	0		
	219	18/20A	1	0	0	0	0	0	0	0	0	0	0		
	200	43/10	1	0	0	0	0	0	0	0	0	0	0	NO	
	206	43/9	1	0	0	X	0	0	X	0	0	0	0	YES	
	212	43/8	1	0	0	0	0	0	X	0	0	0	0	NO	

TECHNICAL APPENDIX C

DATE: 9-18-15-

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: RANDY BANERMAN

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS								COMMENTS		
				One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient						
				FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
	11 South Mill	2104/7	1	0	0	0	0	0	0	0	0	0	NO	
	15	2104/6	1	0	0	0	0	0	0	0	0	0		
	19	2104/5	1	0	0	X	0	0	0	0	0	0	YES	
	30	1708/137	1	0	0	0	0	0	0	0	0	0	NO	
	34	1708/138	1	0	0	0	0	0	0	0	0	0		
	38	1708/139	1	0	0	0	0	0	0	0	0	0		

TECHNICAL APPENDIX C

1 OF 5
DATE: SEPTEMBER 16, 2015

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0
FAIR/POOR = X

SURVEYOR: FRANK OLIVETI

STREET:		NUMBER OF DWELLING UNITS	COMPONENTS										COMMENTS	
ADDRESS	BLOCK/ LOT		One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient						
			FOUND-ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"				
1	Row 44E Rd	6.10/23	0	0	0	0	0	0	0	0	0	N/A	N/O	
7	" "	6.10/22	0	0	0	0	0	0	0	0	0	N/A	N/O	
9	" "	6.10/21	0	0	0	0	0	0	0	0	0	N/A	N/O	
11	" "	6.10/20	0	0	0	0	0	0	0	0	0	N/A	N/O	
13	" "	6.10/19	0	X	0	0	0	0	0	0	0	N/A	YES	
17	" "	6.10/18	0	0	0	0	0	0	0	0	0	N/A	N/O	
19	" "	6.10/17	0	0	X	0	0	0	0	0	0	N/A	N/O	
169	" "	16.11/72	X	X	X	X	X	X	X	X	X	N/A	YES	SHACK

TECHNICAL APPENDIX C

20FS
DATE: SEPTEMBER 16, 2015

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: FRANK OLIVET

STREET:	STREET:		COMPONENTS										COMMENTS		
	ADDRESS	BLOCK/ LOT	NUMBER OF Dwelling Units	One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient				DEFICIENT STRUCTURE MARK "YES" OR "NO"			
				FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFITS/ GUTTERS/ LEADER	RAILS/ STAIRS/ PORCH	FIRE ESCAPE					
332 CLARKSVILLE	6.0/24	1	0	X	X	0	0	0	0	0	0	N/A	YES		
330 "	6.01/25	1	0	0	0	0	0	0	0	0	0	N/A	NO		
329 "	"/24	1		- OPEN LOT											
327 "	"/25	1	0	0	0	0	0	0	0	0	0	N/A	NO		
325 "	"/10	1	0	0	0	0	0	0	0	0	0	N/A	NO		
323 "	"/22	1	0	0	0	0	0	0	0	0	0	N/A	NO		
319 "	"/28	1	0	0	0	0	0	0	0	0	0	N/A	NO		
315 "	"/26	1	0	X	0	0	0	0	0	0	0	N/A	NO		

TECHNICAL APPENDIX C

3015
DATE: SEPTEMBER 16, 2015

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: FRANK OLIVETTI

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS										COMMENTS
				One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient					
				FOUND- ATION	SIDING AND WALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
	139 BAW 242E	16.19/61	1	0	0	0	0	0	0	0	N/A	No		
	143 " "	16.19/63	1	0	0	0	0	0	0	0	N/A	No		
	145 " "	16.19/64	1	0	0	X	0	0	0	0	N/A	No		
	149 " "	16.19/65	1	0	0	0	0	0	0	0	N/A	No		
	151 " "	16.19/95	1	0	0	0	0	0	0	0	N/A	No		
	155 " "	16.19/101	1	0	0	0	0	0	0	0	N/A	No		
	157 " "	16.19/15	1	0	0	0	0	0	0	0	N/A	No		
	57A VILLAGE W.	16.11/ 73.02	1	X	X	X	X	X	X	X	N/A	YES		
	57FA " " 14	16.11/ 73.02	1	X	0	X	0	0	0	0	N/A	YES		

TECHNICAL APPENDIX C

4 OF 5
DATE: SEPTEMBER 16, 2015

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: Frank Olivetti

STREET:	STREET:		NUMBER OF DWELLING UNITS	COMPONENTS								DEFICIENT STRUCTURE MARK "YES" OR "NO"	COMMENTS	
	ADDRESS	BLOCK/ LOT		One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient						
				FOUND-ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE				
	73 LAW EYE	16/71	1	0	0	0	0	0	0	0	0	N/A	NO	
	71 " "	16/70	1	0	0	0	0	0	0	0	0	N/A	NO	
	67 " "	16/69	1	X	X	X	X	X	X	X	X	N/A	YES	
	65 " "	16/45	1	0	0	X	0	0	0	0	0	N/A	YES	
	63 " "	16/47	1	0	0	0	0	0	0	0	0	N/A	NO	
	55 " "	16/4	1	0	0	0	0	0	0	0	0	N/A	NO	
	29 " "	16.01/12	1	0	0	0	0	0	0	0	0	N/A	NO	
	27 " "	6.01/13	1	0	0	0	0	0	0	0	0	N/A	NO	

S O F S
DATE: SEPTEMBER 16, 2015

TECHNICAL APPENDIX C

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: FRANK OLIVETTI

STREET:	ADDRESS		BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS								COMMENTS	
					One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient					
					FOUND- ATION	SIDING AND WALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"		
	25	Penn LYLE	601/14	1	0	0	0	0	0	0	0	N/A	NO	
	23	Penn LYLE	601/15	1	0	0	0	0	0	0	0	N/A	NO	
	21	Penn LYLE	601/16	1	0	0	X	0	0	0	0	N/A	NO	
	160	" "	17.8/154	1	0	0	0	0	0	0	0	N/A	NO	
	162	" "	17.8/153	1	0	0	0	0	0	0	0	N/A	NO	
	166	" "	17.8/152	1	0	0	0	0	0	0	0	N/A	NO	
	168	" "	17.8/151	1	0	0	0	0	0	0	0	N/A	NO	
	165	" " N	18.8/66	1	0	0	0	0	0	0	0	N/A	NO	

TECHNICAL APPENDIX C

DATE: SEPTEMBER 17, 2016

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: FRANK OLIVETTI

STREET:		COMPONENTS										COMMENTS
ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient				
			FOUND-ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"		
51 IMPERIAL BL.	62/132	1	0	0	0	0	0	0	N/A	NO		
49 "	62/133	1	0	0	0	0	0	0	"	NO		
47 "	62/134	1	0	0	0	0	0	0	"	NO		
45 "	62/135	1	0	0	X	0	0	0	"	NO		
43 "	62/136	1	0	0	X	0	0	0	"	NO		
41 "	62/137	1	0	0	X	0	0	0	"	NO		
39 "	62/138	1	0	0	0	0	0	0	"	NO		
37 "	62/139	1	0	0	X	0	X	0	"	YES		

DATE: SEPTEMBER 18, 2016

TECHNICAL APPENDIX C

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: FRANK OLIVET

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF Dwelling Units	COMPONENTS								COMMENTS	
				One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient					
				FOUND- ATION	SIDING AND WALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"		
	55 WALLACE Rd	62/140	1	0	0	0	0	0	0	0	N/A	N/O	
	" "	62/141	1	0	0	0	0	0	0	0	N/A	N/O	
	" "	62/144	1	0	0	0	0	0	0	0	N/A	N/O	
	6 SCOTT Rd.	62/142	1	0	0	0	0	0	0	0	"	N/O	
	" "	62/143	1	0	0	0	0	0	0	0	"	N/O	
	" "	62/144	1	0	0	0	0	0	0	0	"	N/O	
	" "	62/145	1	0	0	0	0	0	0	0	"	N/O	
	" "	62/146	1	0	0	0	0	0	0	0	"	N/O	
	" "	62/147	1	0	0	0	0	0	0	0	"	N/O	

4 of 5

DATE: SEPTEMBER 16, 2016

TECHNICAL APPENDIX C

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: FRANK CIVETTA

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS								COMMENTS	
				One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient					
				FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"		
7	SCOTT AVE	64/167	1	0	0	0	0	0	0	0	N/A	NO	
9	"	64/166	1	0	0	0	0	0	0	0	"	NO	
11	"	64/165	1	0	0	X	0	0	0	0	"	NO	
13	"	64/164	1	0	0	0	0	0	0	0	"	NO	
3	BAROSKO	64/163	1	0	0	0	0	0	0	0	"	NO	
5	"	64/162	1	0	0	0	0	0	0	0	"	NO	
15	SCOTT AVE	63/159	1	0	0	0	0	0	0	0	"	NO	
17	"	63/162	1	0	0	0	0	0	0	0	"	NO	EMPTY LOT

Pg 10 of 4
 DATE: SEPTEMBER 18, 2015

TECHNICAL APPENDIX C

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: Frank Olivetti

STREET: ADDRESS	BLOCK/ LOT	NUMBER OF Dwelling UNITS	COMPONENTS										COMMENTS
			One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient					
			FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
10 LILLIE ST.	11/102	1	0	0	0	0	0	0	0	0	N/A	NO	
43 BERKELEY AVE	2/104	1	0	0	0	0	0	0	0	0	N/A	NO	
52 SCOTT AVE	2/107	1	0	0	X	0	0	X	0	0	N/A	NO	
50 LILLIE ST	71/110	1	0	0	X	0	0	0	0	0	N/A	NO	
56 LILLIE ST	71/112	1	0	0	0	0	0	0	0	0	N/A	NO	
40 MONTGOMERY	73/76	1	0	0	X	0	0	0	0	0	N/A	YES	
44 MONTGOMERY	74/78	1	0	0	0	0	0	0	0	0	N/A	NO	
41 BERKELEY AVE	73/90	1	0	0	0	0	0	0	0	0	N/A	NO	

TECHNICAL APPENDIX C
 DATE: *19 20F 4*
SEPTEMBER 18, 2015

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: *FRANK OLIVETTI*

STREET: ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS										COMMENTS	
			One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient						
			FOUND- ATION	SIDING AND WALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"				
49 SCOTT AVE	13/P2	1	0	0	0	0	0	0	0	0	N/A	N/A	NO	
56 MONTGOMERY	18/P3	1	0	0	X	0	0	0	0	0	N/A	N/A	NO	
55 LILLIE	18/96-97	1	0	0	0	0	0	0	0	0	N/A	N/A	NO	
57 LILLIE	18/98	1	0	0	0	0	0	0	0	0	N/A	N/A	NO	
59 LILLIE	18/99	1	0	0	0	0	0	0	0	0	N/A	N/A	NO	<i>NEW HOUSE</i>
40 BERARON	9/88	1	0	0	0	0	0	0	0	X	N/A	N/A	NO	
388 BERARON	9/87	2	0	0	X	0	0	0	0	0	N/A	N/A	YES	
36 BERARON	9/80.1	1	0	0	0	0	0	0	0	X	N/A	N/A	NO	

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: FRANK OLIVETT

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS										COMMENTS
				One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient				DEFICIENT STRUCTURE MARK "YES" OR "NO"		
				FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ PORCH	FIRE ESCAPE				
	34A BERRIER	9/54-01	1	0	0	X	0	0	0	0	0	N/A	YES	
	32 BERRIER	9/23	1	0	0	0	0	0	0	0	0	N/A	NO	
	28 BERRIER	9/21-20	1	0	0	0	0	0	0	0	0	N/A	NO	
	22 BERRIER	9/17	1	0	0	0	0	0	0	0	0	N/A	NO	
	20 BERRIER	9/16	1	0	0	X	0	0	0	0	0	N/A	NO	
	18 BERRIER	9/15	1	0	0	0	0	0	0	0	0	N/A	NO	
	16 BERRIER	9/14	1	0	0	0	0	0	0	0	0	N/A	NO	
	14 BERRIER	9/12	1	0	0	0	0	0	0	0	0	N/A	NO	

10F4
 DATE: SEPTEMBER 21, 2015

TECHNICAL APPENDIX C

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: FRANK OLIVETTI

STREET:		COMPONENTS										COMMENTS
ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient				
			FOUND- ATION	SIDING AND WALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"		
33 SCOTT AVE	76/61	1	0	0	0	0	0	0	N/A	NO		
35 " "	76/63	1	0	0	0	0	0	0	N/A	NO		
37 " "	76/65	1	0	0	0	0	0	0	N/A	NO		
39 " "	76/66	1	0	0	0	0	0	X	N/A	NO		
41 " "	76/68	1	0	0	0	0	0	0	N/A	NO		
43 " "	76/69	1	0	0	0	0	0	0	N/A	NO		
45 " "	76/70	1	0	0	0	0	0	0	N/A	NO		
918 ALEXANDER	P2/4	1	0	0	0	0	0	0	N/A	NO		

TECHNICAL APPENDIX C

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: Frank Oliver

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS								COMMENTS	
				One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient					
				FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"		
	922 Peckham	82/3	1	0	0	0	0	0	0	0	N/A	NO	
	924 "	82/6	1	0	0	0	0	0	0	0	N/A	NO	
	928 "	82/9	1	0	0	0	0	0	0	0	N/A	NO	
	932 "	82/7	1	0	0	0	0	0	0	0	N/A	NO	
	934 "	82/1	1	0	0	X	0	0	0	0	N/A	NO	
	930 "	82/8	1	0	0	0	0	0	0	0	N/A	NO	
	938 "	88/2	1	0	0	X	0	0	0	0	N/A	NO	
	940 "	88/8	1	0	0	X	0	0	0	0	N/A	NO	

DATE: SEPTEMBER 21, 2015

TECHNICAL APPENDIX C

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: FRANK OLIVETTI

STREET: ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS										COMMENTS
			One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient					
			FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
942 ALEXANDER	68/3	1	0	0	X	0	0	0	0	0	N/A	NO	
948 "	75/5	1	0	0	0	0	0	0	0	0	N/A	NO	
960 "	76/52	1	0	0	0	0	0	0	0	0	N/A	NO	
962 "	76/53	1	0	0	0	0	0	0	0	0	N/A	NO	
13 BERGEN	75/30	1	0	X	0	0	0	0	0	0	N/A	NO	
15 "	75/31	1	0	0	X	0	0	0	0	0	N/A	NO	
17 "	75/32	1	0	0	0	0	0	0	0	0	N/A	NO	
19 "	75/33	1	0	0	X	0	0	0	0	0	N/A	NO	

4 of 6
 DATE: SEPTEMBER 21, 2015

TECHNICAL APPENDIX C

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: Frank Olivetti

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF Dwelling Units	COMPONENTS										COMMENTS
				One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient					
				FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
36	Scott	74/46	1	0	0	0	0	0	0	0	N/A	N/A	NO	
32	"	75/116	1	0	0	0	0	0	0	0	N/A	N/A	NO	
30	"	75/120	1	0	0	0	0	0	0	0	N/A	N/A	NO	
28	"	75/121	1	0	0	X	0	0	0	0	N/A	N/A	NO	
26	"	75/123	1	0	0	0	0	0	0	0	N/A	N/A	NO	
24	"	75/124	1	0	0	0	0	0	0	0	N/A	N/A	NO	
22	"	75/125	1	0	0	0	0	0	0	0	N/A	N/A	NO	
23	"	76/55	1	X	0	X	0	X	0	0	N/A	N/A	YES	

6 of 6
DATE: SEPTEMBER 21, 2015

TECHNICAL APPENDIX C

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: Frank Olivetti

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF Dwelling Units	COMPONENTS								COMMENTS	
				One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient					
				FOUND- ATION	SIDING AND WALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"		
	21 Berthien	75/34	1	0	X	0	0	0	0	0	N/A	YES	
	25 "	74/37	1	0	0	0	0	0	0	0	N/A	NO	
	27 "	74/39	1	0	0	0	0	0	0	0	N/A	NO	
	29 "	74/40	1	0	0	X	0	0	X	0	N/A	NO	
	31 "	74/41	1	0	0	X	0	0	0	0	N/A	YES	
	41 Montgomery	74/44	1	0	0	0	0	0	0	X	N/A	YES	
	40 Scott	74/49	1	0	0	0	0	0	0	X	N/A	YES	

DATE: SEPTEMBER 24, 2015

TECHNICAL APPENDIX C

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: Frank Olivetti

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS										COMMENTS
				One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient					
				FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
	576 W. Rd. W	6.11/92	1	0	0	0	0	0	0	0	N/A	NO		
	580 " " "	6.11/93	1	0	0	X	0	0	0	0	N/A	NO		
	582 " " "	6.11/91	1	0	0	0	0	0	0	0	N/A	NO		
	586 " " "	6.11/97	1	0	0	0	0	0	0	0	N/A	NO		
	592 " " "	6.11/96	1	0	0	0	0	0	0	0	N/A	NO		
	596 " " "	6.11/98	1	0	0	0	0	0	0	0	N/A	NO		
	600 " " "	6.11/98	1	0	0	0	0	0	0	0	N/A	NO		
	604 " " "	6.11/99	1	0	0	X	0	X	0	0	N/A	NO		

2 of 12
 DATE: SEPTEMBER 24, 2015

TECHNICAL APPENDIX C

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: Frank Oliveri

STREET: ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS										COMMENTS
			One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient					
			FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
572 Via Bl. W	7.18/149	1	0	0	0	0	0	0	0	0	N/A	NO	
568 " " "	7.18/150	1	0	X	0	0	0	0	0	0	N/A	NO	
506 " " "	7.17/38	-	-	-	-	-	-	-	-	-	-	-	Open Lot
529 " " "	4.12/42	1	0	0	X	0	0	0	0	0	N/A	NO	
531 " " "	4.12/45	1	0	0	0	0	0	0	0	0	N/A	NO	
533 " " "	4.12/43	1	0	0	X	0	0	0	0	0	N/A	NO	
535 " " "	4.12/44	1	0	0	X	0	0	0	0	0	N/A	NO	
210 South Hill	24/26	1	0	0	0	0	0	0	0	0	N/A	NO	

TECHNICAL APPENDIX C

5 of 12
DATE: SEPTEMBER 25, 2015

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: Frank Oliver

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF Dwelling Units	COMPONENTS							DEFICIENT STRUCTURE MARK "YES" OR "NO"	COMMENTS	
				One "X" And Structure Is Deficient			Two "Xs": And Structure Is Deficient						
				FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE			
	521 Vico Rd. W	24/40	1	0	0	X	0	0	0	0	N/A	No	
	525 Vico Rd. W	412/4	1	0	X	X	0	0	0	0	N/A	NO	
	510 " " "	7.17/67	1	0	0	0	0	0	0	0	N/A	NO	
	512 " " "	7.17/28	1	0	X	X	0	0	0	0	1	1	OPEN LOT
	514 " " "	7.17/29	1	0	0	0	0	0	0	0	N/A	NO	
	516 " " "	7.17/19	1	0	0	X	0	0	0	0	N/A	NO	
	520 " " "	7.17/135	1	0	0	X	0	0	0	X	N/A	YES	
	522 " " "	7.17/134	1	0	0	0	0	0	0	0	1	1	OPEN LOT

TECHNICAL APPENDIX C

6 of 12
 DATE: SEPTEMBER 25, 2015

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: Frank Olivetti

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS								COMMENTS		
				One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient						
				FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFITS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
	524 Vill. Rd. W	7.17/133	1	0	0	0	0	0	0	0	N/A	N/A	No	
	528 " " "	7.17/132	1	0	0	0	0	0	0	0	N/A	N/A	No	
	530 " " "	7.17/35	1	0	0	0	0	0	0	0	N/A	N/A	No	
	532 " " "	7.17/45	1	0	0	X	0	0	0	0	N/A	N/A	No	
	534 " " "	7.17/130	1	0	0	0	0	0	0	0	N/A	N/A	No	
	412 A Vill Rd E	1.07/25	1	0	0	0	0	0	0	0	N/A	N/A	No	
	414 " " "	1.07/26	2	0	0	0	0	0	0	0	N/A	N/A	No	
	416 " " "	1.07/27	1	0	0	0	0	0	0	0	N/A	N/A	No	

7 of 12
 DATE: SEPTEMBER 25, 2016

TECHNICAL APPENDIX C

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: Frank Olivetti

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS								DEFICIENT STRUCTURE MARK "YES" OR "NO"	COMMENTS
				One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient					
				FOUND- ATION	SIDING AND WALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE			
	418 Vill. Let. E	1.07/28	1	0	0	0	0	0	0	0	N/A	NO	
	420 " " "	1.07/29	2	0	0	0	0	0	0	0	N/A	NO	
	419 " " "	24/7	1	0	0	0	0	0	0	0	N/A	NO	
	417 " " "	24/2.01	1	0	0	X	0	0	0	0	N/A	NO	
	415 " " "	24/6	1	0	0	X	0	0	0	X	N/A	NO	
	413 " " "	24/33	1	0	0	0	0	0	0	0	N/A	NO	
	411 " " "	24/5	1	0	0	0	0	0	0	0	N/A	NO	
	409 " " "	24/4	1	0	0	0	0	0	0	X	N/A	NO	

TECHNICAL APPENDIX C

DATE: *SEPTEMBER 25, 2016* 8 of 12

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: *FRANK OLIVET*

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF Dwelling UNITS	COMPONENTS								COMMENTS		
				One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient						
				FOUND- ATION	SIDING AND WALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
	407 Vill RA.E	24/29	1	0	0	0	0	0	0	0	N/A	N/A	NO	
	145 South MILLE	107/43	1	0	0	0	0	0	0	0	N/A	N/A	NO	
	141 " "	107/40	1	0	0	0	0	0	0	0	N/A	N/A	NO	
	137 " "	107/66	1	0	0	X	0	0	0	0	N/A	N/A	NO	
	135 " "	107/67	1	0	0	0	0	0	0	0	N/A	N/A	NO	
	131 " "	107/73	1	0	0	0	0	0	0	0	N/A	N/A	NO	
	150 " "	717/32	1	0	X	0	0	0	0	0	N/A	N/A	YES	
	146 " "	717/30	1	0	0	0	0	0	0	0	N/A	N/A	NO	

TECHNICAL APPENDIX C

9 of 12
DATE: SEPTEMBER 25, 2015

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: FRANK OLIVET

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS										DEFICIENT STRUCTURE MARK "YES" OR "NO"	COMMENTS	
				One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient								
				FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE						
	142 South White	717/24	1	0	0	X	0	0	0	0	0	N/A			No	
	140 " "	717/23	1	0	0	0	0	0	0	0	0	N/A			No	
	138 " "	717/22	1	0	0	X	0	0	0	0	X	N/A			No	
	136 " "	717/24	1	0	0	0	0	0	0	0	0	N/A			No	
	134 " "	717/21	1	0	0	X	0	0	0	0	0	N/A			No	
	132 " "	717/20	1	0	0	0	0	0	0	0	0	N/A			No	
	128 " "	717/46	1	0	0	0	0	0	0	0	0	N/A			No	

TECHNICAL APPENDIX C

10 of 12
DATE: SEPTEMBER 25, 2014

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: FRANK OLIVETT

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS								COMMENTS	
				One "X" And Structure Is Deficient				Two "Xs": And Structure Is Deficient					
				FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"		
	819 Vill Rd. W	3/83	1	0	0	0	0	0	X	0	N/A	NO	
	833 " " "	3/93	1	0	0	X	0	0	X	0	N/A	NO	
	831 " " "	3/94	1	0	0	0	0	0	0	0	N/A	NO	
	827 " " "	3/95	1	0	0	0	0	0	0	0	N/A	NO	
	825 " " "	3/96	1	0	0	0	0	0	0	0	N/A	NO	
	823 " " "	3/97	1	0	0	0	0	0	0	0	N/A	NO	
	800 " " "	5.04/50	1	0	0	0	0	0	0	0	N/A	NO	
	788 " " "	514/49	1	0	0	X	0	0	0	0	N/A	YES	

TECHNICAL APPENDIX C

11 OF 12
DATE: SEPTEMBER 25, 2015

STRUCTURAL CONDITIONS SURVEY

RATE COMPONENT: GOOD/EXCELLENT = 0

FAIR/POOR = X

SURVEYOR: FRANK OLIVET

STREET:	ADDRESS	BLOCK/ LOT	NUMBER OF DWELLING UNITS	COMPONENTS										COMMENTS
				One "X" And Structure Is Deficient					Two "Xs": And Structure Is Deficient					
				FOUND- ATION	SIDING AND HALLS	ROOF AND CHIMNEY	WINDOWS AND DOOR	EAVES/ SOFFETS/ GUTTERS/ LEADER	RAILS/ STAIRS/ STEPS/ PORCH	FIRE ESCAPE	DEFICIENT STRUCTURE MARK "YES" OR "NO"			
	786 Vill Red W	5.14/74	1	0	X	X	0	0	0	0	0	N/A	YES	
	784 " " "	5.14/73	1	0	0	0	0	0	0	0	0	N/A	NO	
	762 " " "	5.14/71	1	0	0	0	0	0	0	0	0	N/A	NO	
	760 " " "	5.14/30	1	0	0	0	0	0	0	0	0	N/A	NO	
	758 " " "	5.14/68	1	0	0	0	0	0	0	0	0	N/A	NO	
	757 " " "	3/7	1	0	0	0	0	0	0	0	0	N/A	NO	
	753 " " "	3/79	1	0	0	0	0	0	0	0	0	N/A	NO	
	757 " " "	3/65	1	0	0	0	0	0	0	0	0	N/A	NO	

Appendix B:
Avalon Watch Affordable Housing Plan

EXHIBIT K
EXHIBIT L
EXHIBIT M
EXHIBIT N
EXHIBIT

AFFORDABLE HOUSING PLAN
FOR STEWARD'S WATCH

EXHIBIT F
EXHIBIT G
EXHIBIT H
EXHIBIT I

Prepared by:

McCARTHY AND SCHATZMAN, P.A.
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Post Office Box 2329
Princeton, New Jersey 08543-2329
(609) 924-1199

No renovations...



APJ127

1. INTRODUCTION. Crow, Terwilliger & Dressler, Inc. has received preliminary and final site plan approval for its proposed 512-unit residential community to be known Steward's Watch to be constructed on property located at Clarksville Road, in West Windsor Township, New Jersey. The property is situated in the R4B Residential District, which is one of the affordable housing districts established by the Township of West Windsor in its Zoning Ordinance. Under the Zoning Ordinance, twenty (20%) percent of the apartments at Steward's Watch, or 103 apartments, are required to be devoted to low- and moderate-income housing (51 units for low-income families and 52 for moderate-income families). As a condition to the site plan approval, Crow, Terwilliger & Dressler, Inc. is required to provide this Affordable Housing Plan.

2. DEFINITIONS.

2.1 Affordable Apartments: An apartment at Steward's Watch which has been designated either as a Low-income Apartment as hereinafter defined or as a Moderate-income Apartment as hereinafter defined, as the applicable case may be, pursuant to this Affordable Housing Plan.

2.2 AHC: The Affordable Housing Committee of the Township of West Windsor.

2.3 Developer: Crow, Terwilliger & Dressler, Inc., and its successors and assigns.

2.4 Gross Aggregate Household Income: The total annual income from all sources of all members of the household as determined and adjusted in accordance with the rules and regulations promulgated by the AHC.

2.5 Income: All income from all sources, such as compensation for services, interest, rents, dividends, and gains from sale of property, pension benefits, and government benefits.

2.6 Low-income Apartment: An apartment at Steward's Watch intended for occupancy by a Low-income Household as hereinafter defined.

2.7 Low-income Household: A household earning between 0 and 50% of the Median Income established and adjusted from time to time by the United States Department of Housing and Urban Development (HUD).

2.8 Median Income: The annual median income for the Primary Metropolitan Statistical Areas for Mercer County, New Jersey, and Hunterdon, Somerset and Gloucester Counties, New Jersey, as computed, published and adjusted for household size by HUD.

2.9 Moderate-income Apartment: An apartment at Steward's Watch intended for occupancy by a Moderate-income Household as hereinafter defined.

2.10 Moderate-income Household: A household earning between 50 and 80% of the Median Income established and adjusted from time to time by HUD.

2.11 Plan: This Affordable Housing Plan.

2.12 Planning Board: The Planning Board of the Township of West Windsor.

2.13 Property: Lot 4, in Block S-15, as designated on the 1985 West Windsor Township Tax Atlas.

2.14 Township: The Township of West Windsor.

2.15 Township Committee: The Township Committee of the Township of West Windsor.

2.16 Zoning Ordinance: The Zoning Ordinance of the Township of West Windsor.

3. RENTS FOR AFFORDABLE APARTMENTS.

3.1 For the purpose of establishing the permitted rents for Low-income Apartments and Moderate-income Apartments as hereinafter defined, the monthly

EXHIBIT F · EXHIBIT G · EXHIBIT H · EXHIBIT I

cost of shelter, including contract rent and utilities (gas, electricity, oil, water and sewer) shall not exceed twenty-seven (27%) percent of: 50% of the Median Income as hereinafter defined in the case of Low-income Apartments; and 80% of the Median Income as hereinafter defined in the case of Moderate-income Apartments. Households of the following size shall be assumed to occupy apartments of the following size:

<u>No. of Bedrooms</u>	<u>No. of Persons</u>
1	2
2	3.5*
3	5

* For the purposes of computation, the average of the income limits of three- and four-member households shall be applied.

3.2 The rent for Low-income Apartments and Moderate-income Apartments shall not be affected by either the actual income or size of the household occupying the apartment.

3.3 The projected current rents for Low-income Apartments and Moderate-income Apartments for Steward's Watch, and the method of calculating the same is set forth in Exhibit A attached hereto and made a part hereof.

4. **FLOOR PLANS OF AFFORDABLE APARTMENTS.** The Affordable Apartments shall consist of at least the floor plans described as follows:

- One Bedroom - approximately 75 units (Exhibit B);
- Two Bedrooms - approximately 12 units (Exhibit C);
- Three Bedrooms - approximately 16 units (Exhibit D).

The Affordable Apartments actually constructed will be substantially similar to those shown in Exhibits B, C and D attached hereto and made a part hereof. The

Developer shall have the right to add additional or modify floor plans so long as they meet the criteria and provisions set forth in this Plan and the AHC is notified in writing of any modification involving change in the number of bedrooms within the Affordable Apartment.

5. LOCATION OF AFFORDABLE APARTMENTS. The location of the Affordable Apartments will be as shown on Exhibit E attached hereto and made a part hereof, provided, however, the Developer may change the location of Affordable Apartments so long as such change in location meets the criteria and provisions set forth in Section 22-8.14c of the Zoning Ordinance.

6. SELECTION PROCEDURES. The AHC shall establish a listing of Low- and Moderate-income Households based on the categories of priority set forth in Section 2-20.6a of the Zoning Ordinance. The first such listing shall be compiled within 45 days of notification by the Developer to the AHC that Affordable Apartments will be available for occupancy approximately six (6) months after the date of such notification. This listing, together with any similar listing by the Developer, shall form the basis of an initial pool of prospective tenants for the Affordable Apartments. Thereafter, periodically, but at least once a year during March, the AHC shall provide an updated listing of prospective tenants for the Affordable Apartments.

7. INCOME ELIGIBILITY AND CERTIFICATION.

7.1 Certification of Gross Aggregate Household Income for the purpose of determining eligibility to rent Affordable Apartments shall be performed by the Developer. Documentation of Gross Aggregate Household Income shall include: (a) affidavit/application of applicants certifying income sources as accurate and complete; (b) copy of most recent Federal income tax return, or other financial papers used to certify income; and (c) employer certification of current income and

employment status. Such documentation, together with the Developer's certification, shall be submitted to the AHC, which shall then issue a letter of compliance or non-compliance with the provisions of the Plan, within thirty (30) days after the receipt of such documentation and certification.

7.2 Except as provided in Section 8.2, Affordable Apartments shall be rented only to Qualified Tenants as hereinafter defined. A "Qualified Tenant" shall mean and refer to a household: (a) which is a Low-Income Household in the case of a Low-Income Apartment, or a Moderate-Income Household in the case of a Moderate-income Apartment; and (b) which obtains a certification as a Qualified Tenant from the Developer pursuant to Section 7.1 of this Plan. Once a Qualified Tenant becomes a tenant of an Affordable Apartment in accordance with the provisions of this Plan, any increase or decrease in the Gross Aggregate Household Income of such Qualified Tenant shall not affect the rights of possession, privileges, or obligations of such Qualified Tenant during the term of his Lease.

7.3 Renewal of a Lease for a Low-Income or Moderate-Income Apartment shall require recertification as to eligibility in accordance with Section 7.1 of this Plan. In the event the tenant no longer qualifies as either a Low-Income Household or a Moderate-Income Household, such tenant shall be required to vacate the Affordable Apartment; such tenant shall be offered a market-rate unit at Steward's Watch at then current rents, if available.

7.4 The Lease for an Affordable Apartment shall prohibit the sublease or assignment of the Affordable Apartment.

7.5 Every Lease for an Affordable Apartment shall include the following clause:

The Tenant's right to occupy and use this apartment is subject to the terms, conditions, restrictions, limitations

and provisions set forth in the "Affordable Housing Plan for Steward's Watch", as amended from time to time, which Plan is on file in the Office of the West Windsor Township Clerk.

7.6 Any household which submits false information in support of an application for certification and which subsequently receives such certification shall be deemed to have violated the provisions of this Plan and shall be subject to eviction pursuant to New Jersey law.

8. MAINTAINING AVAILABILITY OF AFFORDABLE APARTMENTS.

8.1 The terms, conditions, restrictions, limitations and provisions of this Plan shall remain in full force and effect for a minimum period of thirty (30) years. At the end of the twenty-fifth (25th) year after the date of the issuance of a certificate of occupancy for the Affordable Apartments, the Township Committee shall review the obligation of the Township for the continued maintenance of the Affordable Apartments and shall establish by ordinance whether or not all or a portion of the then existing Affordable Apartments shall remain as such for a period in excess of thirty (30) years. Should the Township Committee determine that it no longer requires the Affordable Apartments to satisfy its obligations under the Mt. Laurel decision, such Affordable Apartments shall be released from the terms, conditions, restrictions, limitations and provisions set forth in this Plan, beginning with the twenty-sixth (26th) year.

8.2 In the event the Developer, after documented diligent marketing efforts, cannot conclude a rental agreement for an initially constructed Affordable Apartment within sixty (60) days after the receipt of a certificate of occupancy for that Affordable Apartment, the AHC shall permit the following to occur, provided that subsequent re-rental shall remain subject to the maximum re-rental restrictions set forth in this Plan: Upon receipt of documentation indicating continued

inability to rent an Affordable Apartment to a Qualified Tenant, then the Affordable Apartment may be rented to households whose Gross Aggregate Household Income exceeds the eligibility requirements set forth in this Plan, as follows: A Low-Income Apartment may be rented to a Moderate-Income Household; and a Moderate-Income Apartment (including a Low-Income Apartment if not rented to a Moderate-Income Household) may be rented to a household with Gross Aggregate Household Income up to but not exceeding One hundred twenty (120%) percent of the Median Income as defined herein.

9. **COVENANTS RUNNING WITH THE LAND.** The Developer shall record in the Office of the Mercer County Clerk a declaration of covenants and restrictions, which shall include the following clause:

The Declarant's right, title and interest in this Property are subject to the terms, conditions, restrictions, limitations and provisions set forth in the "Affordable Housing Plan of Steward's Watch", dated _____, as amended from time to time, which Plan is on file in the Office of the West Windsor Township Clerk, and which terms, conditions, restrictions, limitations and provisions shall constitute covenants running with the land with respect to each Affordable Apartment as defined in the Plan, and shall bind the Declarant and Declarant's successors and assigns, until terminated in accordance with the provisions of the Plan.

10. **SERVICE UPON TOWNSHIP.** Whenever in this Plan the Township, the Township Committee or the AHC is to receive notices, reports or other documents, the Township Clerk shall be the person to whom the same shall be delivered.

11. **HEADINGS.** The headings in this Plan are for the purposes of reference only and shall not be used as a means of interpreting or constructing the substantive provisions of this Plan.

12. **AMENDMENT.** This Plan may be amended, modified or changed with the written consent of the majority of the members of the AHC and the consent of no other person or entity shall be required.

Appendix C:
Windsor Haven Sample Affordable Housing Agreement
containing deed restrictions

State of New Jersey
Council On Affordable Housing
New Jersey Department of Community Affairs

**AFFORDABLE HOUSING AGREEMENT
Contains Deed Restrictions**

Prepared by: Marlo Diaz, NJDCA/AHMS

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Pursuant to the transfer of ownership of an affordable housing unit for the price of \$ 53,754.00, this AGREEMENT is entered into on this 30 day of July, 1996 between Tony D. Myers & Tonya Myers owners of the properties designated in **Section II PROPERTY DESCRIPTION**, hereafter "OWNER", and **New Jersey Department of Community Affairs**, hereafter "AUTHORITY", which Authority is an instrumentality of WEST WINDSOR TWP (referred to as the "MUNICIPALITY"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in **Section II PROPERTY DESCRIPTION** for a period of at least 30 years beginning on Mar 30, 1990 and ending at the first non-exempt transfer of title after March 30, 2020 unless extended by municipal resolution as described in **Section III TERM OF RESTRICTION**.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c.222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in **Section II PROPERTY DESCRIPTION** hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing unit(s) remain(s) affordable to low and moderate income eligible households for that period of time described in **Section III TERM OF RESTRICTION**.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

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

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Purchase Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority at a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by Council.

"Low Income Household" shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the Index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block S-9 Lot 131.11 Municipality West Windsor
County Mercer # of Bedrooms 3
Complete Street Address & Unit # 31 ketLex Place # A-1

City Princeton State NJ Zip 08540

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L. 1978, L.14 (N.J.S.A. 52:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:93-5.3(b); or at the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or
2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:93-9. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified heretofore in Section III TERM OF RESTRICTION shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Lien for a period of up to thirty (30) years.

2. Alternately, the Owner may also elect to sell to any purchaser at a fair market price. In this event, the Owner shall be obligated to pay the municipality 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified heretofore in **Section III TERM OF RESTRICTION**.

3. If the Owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell, the option to buy shall be restored to the municipality and subsequently to the Department, the Agency or a Non-Profit approved by the Council. The Owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The Affordable Housing unit shall be sold in accordance with all rules, regulations, and requirements duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), the intent of which is to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than the closing date of the initial sale.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in **Section II PROPERTY DESCRIPTION and/or Exhibit A** of the Agreement and an ending date to be imposed on the unit as described in **Section III TERM OF RESTRICTION** of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the Owner and the municipality wherein the unit(s) is(are) located at the time of closing and transfer of title to any purchaser of an Affordable Housing Unit. The Repayment Mortgage shall provide for the repayment of 95% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in **Section III TERM OF RESTRICTION**. The Repayment Mortgage shall be recorded with the records office of the County in which the unit is located.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT which is on file in the Office of the Clerk of ✓ MERCER County and is also on file with the Authority".

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as a Low or Moderate income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.

F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.

G. If the Authority does not refer an eligible household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was initially restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

I. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

- K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.
- L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.
- M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or

mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at a negotiated price not to exceed the maximum Resale sales price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

At the address of the property stated in **Section II PROPERTY DESCRIPTION** hereof.

To the Authority:

At the address stated below:
Attention:

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under

any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

A. The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in **Section III, Paragraph C, TERM OF RESTRICTION**. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

XIX. ACKNOWLEDGEMENT

A. Owner acknowledges receipt of a true copy of this Agreement at no charge.

Dated: 7/3/96

By: [Signature]
Signature (Owner)

[Signature]
Signature (Co-Owner)

STATE OF NEW JERSEY)
)ss
COUNTY OF MERCER)

BE IT REMEMBERED, that on this 3rd day of JULY, 1996, before me, the subscriber, TONY D MYERS a TONYA WOODLAND MYERS personally appeared before me who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument; that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me, the date aforesaid.

[Signature]

STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

REPAYMENT MORTGAGE NOTE

✓ July 3, 1996 WEST WINDSOR, New Jersey

FOR VALUE RECEIVED TONY D. MYERS & TONYA WOODLAND MYERS (referred to as the "Borrower")
promises to pay to NJ DEPT OF COMMUNITY AFFAIRS (AHMS) (referred to as the "Authority")
an instrumentality of WEST WINDSOR TWP (the "Municipality") the amounts specified in this Note and
promises to abide by the terms contained below.

REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Borrower is giving the Authority a Repayment Mortgage, dated 7/3/96. The Repayment Mortgage covers real estate (the "Property") owned by the Borrower, the legal description of such real estate being contained in the Repayment Mortgage. This mortgage is subordinate to the first mortgage executed contemporaneously herewith or any subsequent financing.

BORROWER'S PROMISE TO PAY AND OTHER TERMS

1. The Property is subject to terms, restrictions and conditions that prohibit its sale at a fair market price for an established period of time. Within the restricted period, starting with the date the Borrower obtains title to the Property, the Borrower shall not sell or transfer title to the Property for an amount that exceeds a maximum allowable resale price established by the Authority.
 - a. All proceeds received during the restricted period in excess of the restricted amount shall be paid to the Authority.
 - b. At the first non-exempt sale of the Property after restrictions have ended, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market selling price which has accrued to the Property during the restricted period of resale (the "Price Differential") to the Authority.
2. The amount due and payable to the Authority shall be calculated as follows:

FAIR MARKET PRICE less MAXIMUM ALLOWABLE RESALE PRICE
equals
PRICE DIFFERENTIAL
BORROWER'S PROCEEDS
equals
MAXIMUM ALLOWABLE RESALE PRICE plus 5% OF PRICE DIFFERENTIAL
AMOUNT OF NOTE
equals
FAIR MARKET PRICE less BORROWER'S PROCEEDS

WAIVER OF FORMAL ACTS

The Borrower waives its right to require the Authority to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

RESPONSIBILITY UNDER NOTE

All Borrowers signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Authority may enforce this Note against any one or more of the Borrowers or against all Borrowers together.

SIGNATURES

The Borrower agrees to the terms of this Note by signing below.

WITNESSED
Care A. Horvath
Signature
✓ 7/3/96
Date

✓ Tony D. Myers
Signature (Borrower)
✓ Tonya Woodland-Myers
Signature (Co-Borrower)



March 14, 1996

TO: Tony D. Myers and Tonya Woodland-Myers;

Chemical Bank, N.A., its successors and/or assigns,
c/o Chemical Residential Mortgage Corporation;

Lawyers Title Insurance Corporation;

Casale & Popp, P.A.

I hereby declare that Condominium Unit A-1 in Building 10 in "Windsor Haven, a Condominium," commonly known as 31 Kettle Place, Unit A-1, being Lot 131.11-C-1001 in Block 9 as shown on Sheet 8.06 of the West Windsor Township, Mercer County, NJ Tax Map, is substantially located in accordance with the location shown in the Master Deed and Declaration of Restrictive and Protective Covenants for "Windsor Haven, a Condominium," and exhibits attached thereto, dated September 21, 1989 and recorded in the Mercer County Clerk's Office on September 28, 1989 in Deed Book 2503, Page 493, et seq., and as the same may be further lawfully amended.

Land Map, Inc.
A Professional Corporation

By: Linda B. Marks 3.14.96
Linda B. Marks, NJPLS 34010

Myers
LMI 4302:20

STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

APR 23 1996

REPAYMENT MORTGAGE
Contains Deed Restrictions

MORTGAGE IS SUBORDINATE TO A FIRST PURCHASE MONEY MORTGAGE OR REFINANCING

Prepared by:

Maria Diaz, NJDCA/AHMS

This Mortgage made on 7/3, 1996 between TONY D. MYERS & TONYA WOODLAND MYERS
(referred to as "Borrower") and NJ DEPT OF COMMUNITY AFFAIRS (AHMS) (referred to as the "Authority"),
which Authority is an instrumentality of WEST WINDSOR TOWNSHIP (referred to as the "Municipality")

REPAYMENT MORTGAGE NOTE

In consideration of value received by the Borrower in connection with the Property (described below) purchased by the Borrower, the Borrower has signed a note dated 7/3/96. The Borrower promises to pay the amounts due under the Note and to abide by all promises contained in the Note.

MORTGAGE AS SECURITY

This Mortgage is given to the Authority as security for the payment due and the performance of all promises under the Note. The Borrower mortgages the real estate owned by the Borrower described as follows (referred to as the "Property"):

All of the land located in the TOWNSHIP of WEST WINDSOR
County of MERCER and State of New Jersey, specifically described as follows:
Street Address: 31 KETLEY PLACE # A-1
City: PRINCETON Zip: 08540 Block No.: S-9 Lot No.: 131.11

Also more particularly described as:

See Schedule A Attached

Together with:

1. All buildings and other improvement that now are or will be located on the Property.
2. All fixtures, equipment and personal property that now are or will be attached to or used with the land, buildings and improvements of or on the Property.
3. All rights which the Borrower now has or will acquire with regard to the Property.

BORROWER'S ACKNOWLEDGEMENTS

1. The Borrower acknowledges and understands that:
 - a) Municipalities within the State of New Jersey are required under the Fair Housing Act and regulations adopted under the authority of the Act to provide for their fair share of housing that is affordable to households of low and moderate income; and
 - b) The Property which is subject to this Mortgage has been designated as housing which must remain affordable to low and moderate income households for at least thirty years unless a shorter time period is authorized in accordance with rules established by any agency having jurisdiction (the "restricted period"); and
 - c) To ensure that such housing, including this Property, remains affordable to low and moderate income households during the restricted period, an Affordable Housing Agreement has been executed by the Borrower that constitutes covenants running with the land with respect to the Property and the Municipality has adopted procedures and restrictions governing the resale of the Property; and
 - d) The Authority to which the Property is mortgaged has been designated by the Municipality to administer the procedures and restrictions governing such housing.
2. The Borrower also acknowledges and understands that the Property has been purchased at a restricted sales price that is less than the fair market value of the Property.

title to the Property for an amount that exceeds the maximum allowable resale price as established by the Authority. In the event of breach of this promise, Borrower hereby assigns all proceeds in excess of the maximum allowable resale price to the Authority, said assignment to be in addition to any and all rights and remedies the Authority has upon default.

b) At the first non-exempt transfer of title of the Property after the ending date of the restricted period, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market selling price which has accrued to the Property during the restricted period to the Authority.

2. The Borrower warrants title to the premises (N.J.S.A. 46:9-2). This means the Borrower owns the Property and will defend its ownership against all claims.

3. The Borrower shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Borrower will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

4. The Borrower shall keep the Property in good repair, neither damaging nor abandoning it. The Borrower will allow the Authority to inspect the Property upon reasonable notice.

5. The Borrower shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

BORROWER'S PROMISES

In consideration for the value received in connection with the purchase of the Property at a restricted sales price, the Borrower agrees as follows:

1. The Borrower will comply with all of the terms of the Note and this Mortgage which includes:
 - a) Within the restricted period starting with the date the Borrower obtained title to the Property, the Borrower shall not sell or transfer

CONTROLS ON AFFORDABILITY

The procedures and restrictions governing resale of the Property have been established pursuant to the Fair Housing Act and the regulations adopted under the authority of the Act, (all collectively referred to as "Controls on Affordability"). Reference is made to the Controls on Affordability for the procedure in calculating the maximum allowable resale price, the method of repayment described in

item 1(b) of the section entitled "Borrower's Promises", and the definition of a "restricted sale" for purposes of determining when the Affordability Controls are applicable, and the determination of the restricted period of time.

RIGHTS GIVEN TO LENDER

The Borrower, by mortgaging the Property to the Authority, gives the Authority those rights stated in this Mortgage, all rights the law gives to lenders who hold mortgages, and also all rights the law gives to the Authority and/or Municipality under the Affordability Controls. The rights given to the Authority and the restrictions upon the Property are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Borrower and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in the Note and Mortgage, the Authority will cancel this Mortgage at its expense.

DEFAULT

The Authority may declare the Borrower in default on the Note and this Mortgage if:

1. The Borrower fails to comply with the provisions of the Affordable Housing Agreement;
2. The Borrower fails to make any payment required by the Note and this Mortgage;
3. The Borrower fails to keep any other promise made in this Mortgage;
4. The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;
5. The holder of any lien on the Property starts foreclosure proceedings; or
6. Bankruptcy, insolvency or receivership are started by or against any of the Borrowers.

AUTHORITY'S RIGHTS UPON DEFAULT

If the Authority declares that the Note and this Mortgage are in default, the Authority shall have, subject to the rights of the First Mortgagee, all rights given by law or set forth in this Mortgage.

NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON NOTICE TO THE OTHER PARTY.

NO WAIVER BY AUTHORITY

The Authority may exercise any right under this Mortgage or under any law, even if the Authority has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. The Authority does not waive its right to declare the Borrower in default by making payments or incurring expense on behalf of the Borrower.

EACH PERSON LIABLE

This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Authority may enforce any of the provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

SUBORDINATE MORTGAGE

The lien on this Mortgage is inferior to and subject to the terms and provisions of the First Purchase Money Mortgage executed contemporaneously herewith or any subsequent refinancing.

NO ORAL CHANGES

This Mortgage can only be changed by an agreement in writing signed by both the Borrower and the Authority.

SIGNATURES

The Borrower agrees to the terms of this Mortgage by signing below.

ACKNOWLEDGEMENT

Borrower acknowledges receipt of a true copy of this mortgage at no charge.

Dated: 7/3/96
ATTEST: _____

By: [Signature]
Signature (Borrower)
[Signature]
Signature (Co-Borrower)

CATHERINE DI COSTANZO
MERCER COUNTY CLERK
STATE OF NEW JERSEY
COUNTY OF MERCER)
96 JUL 1 AM 10:38)ss
RECEIVED RECORDED
MERCER COUNTY
CLERK'S OFFICE
MERCER)

Mr. Charles T. Bernalle
396 Whitestone Lane
Trenton, NJ, 08610

K 19 - 10303

BE IT REMEMBERED, that on this 3rd day of July, 1996, before me, the subscriber Tony D Myers & Tonya Woodland Myers personally appeared BEFORE ME, NOTARY PUBLIC who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Borrower (Co-Borrower) named in the within instrument; that is the Repayment Mortgage for the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me, [Signature]
the date aforesaid.

Appendix D:
Windsor Ponds 2001 Master Deed, Recorded Affordable
Housing Plan

Mercer County Clerk's Office

Return To:

EASTERN TITLE AGENCY INC
ONE INDUSTRIAL WAY WEST
BUILDING D
EATONTOWN NJ 07724

Index DEEDS

Book 03986 Page 0018

No. Pages 0129

Instrument MISC DEEDS

Date : 1/23/2001

Time : 11:16:08

Control # 200101230080

INST# RD 2001 002487

Employee ID ANNB

HOVNIANIAN
K west window
HOVNIANIAN
K west window

RECORDING	\$	272.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00

Total: \$ 272.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

*****PLEASE NOTE*****
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *

Catherine DiCostanzo
Mercer County Clerk



039860018

03986 PG018

This is not a certified copy

DD5
128-P
27260

MASTER DEED

FOR THE

WINDSOR PONDS CONDOMINIUM

This is not a certified copy

Prepared by: Jeffrey A. Weinflash, Esq.
K. Hovnanian at West Windsor, L.L.C.
110 Fieldcrest Ave., CN 7825
Edison, NJ 08818-7825

RECORD AND RETURN TO:

Easton Title Agency, Inc.
One Industrial Way West, Building D
Eatontown, New Jersey .07724

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This is Not a Certified Copy

EXHIBITS

- A. Legal Description of the Property (Entire Tract)
- B. Survey for the Property (Entire Tract)
- C. Proposed Site Plan for the Property (Entire Tract)
- D. Plan of Property or Survey for Phase I hereby dedicated to be in the Condominium
- E. Legal Description for Phase I hereby dedicated to be in the Condominium
- F. Floor Plans
- G. Certificate of Incorporation of Windsor Ponds Condominium Association, Inc.
- H. Bylaws of Windsor Ponds Condominium Association, Inc.
- I. Schedule of Undivided Percentage Interest in the Common Elements
- J. Affordable Housing Plan

This is not a certified copy

MASTER DEED

FOR THE

WINDSOR PONDS CONDOMINIUM

THIS MASTER DEED, made this 19th day of MAY, 2000 by K. Hovnanian at West Windsor, L.L.C., a Delaware Limited Liability Company, with its principal office at 110 Fieldcrest Avenue, CN 7825, Edison, New Jersey, 08818-7825 (hereinafter referred to as the "Developer").

WHEREAS, Developer is the legal and/or equitable owner of the fee simple title to those lands and premises described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, it is the intention of the Developer to construct, in stages, a condominium presently intended to consist of 370 residential dwelling Units, pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq. (the "Condominium Act") to be known as the Windsor Ponds Condominium; and

WHEREAS, the Developer presently intends to establish the Condominium initially as a 224 Unit Condominium designated as Phase I of the Condominium and to those ends to cause this Master Deed and its Exhibits to be executed and recorded, reserving the right but not the duty to add and dedicate additional Phases, Buildings, recreation facilities and Units to the Condominium as permitted by the terms hereof; however the total number of dwelling units within the Condominium will not exceed 370.

NOW THEREFORE, WITNESSETH:

1. ESTABLISHMENT OF CONDOMINIUM

1.00. ESTABLISHMENT OF CONDOMINIUM.

The Developer hereby declares and publishes its intention and desire to eventually submit the lands and premises owned or controlled by it in the Township of West Windsor, County of Mercer, New Jersey, being more particularly described, on Exhibits "A" through and including "E" hereof to the condominium form of ownership as provided by and in accordance with the Condominium Act.

However, for the specific purpose of creating and establishing the Windsor Ponds Condominium (the "Condominium") and for the further purpose of defining the plan of Unit ownership and imposing thereon certain restrictive and protective covenants for the benefit of said Condominium and the Unit Owners in same, subject to Developer's rights to amend and supplement this Master Deed as set forth in Paragraph 14 and elsewhere herein; the Developer at this time does hereby dedicate only the land and premises owned by it and depicted as Phase I on Exhibits "D" and "E" hereto to the condominium form of ownership.

It is the intention of the Developer to record Amendments and Supplements to this Master Deed in the future to add and declare additional Phases to the condominium form of ownership as if the lands and premises so added were dedicated to the Condominium and the condominium form of ownership by the recording of this Master Deed. All future Phases, when so added to the Condominium and the condominium form of ownership, will be subject to this Master Deed, its exhibits and all Amendments and Supplements to each of same.

2. DEFINITIONS

2.00 General.

The following terms, when used in this Master Deed, the Certificate of Incorporation, the Bylaws, or the Rules and Regulations, have the following meanings. Unless the context clearly indicates otherwise, all definitions set forth in any of the above documents and N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions herein are to be used in conjunction therewith.

2.01. "Affiliate"

Affiliate means any entity which controls, is controlled by or is under common control with the Developer. An entity "controls" the Developer if the entity: (a) is an officer, trustee or employer of the Developer; (b) directly or indirectly or acting in concert with one or more other entities, or through one or more subsidiaries, owns, controls, holds the power to vote or holds proxies representing more than 20 percent of the voting interest in the Developer, (c) in any way controls the election of the majority of the Developer's Board of Directors, or (d) has contributed more than 20 percent of the Developer's capital. An entity is "controlled by" the Developer if the Developer: (i) is a general partner, officer, trustee or employer of the entity, (ii) directly or indirectly or acting in concert with one or more other entities owns, controls, holds the power to vote or holds proxies representing more than 20 percent of the voting interest in the entity, (iii) in any way controls the election of a majority of the trustees of the entity, or (iv) has contributed more than 20 percent of the capital of the entity. Control does not exist if the powers described in this Paragraph are held solely as security for an obligation and are not exercised.

2.02. "Amendment and Supplement"

means any documentary alteration or supplementation to this Master Deed permitted or required by Paragraph 14 or other Paragraphs of same to be recorded after the date hereof in the office of the Recording Officer in connection with the Developer's exercise of one or more of its reserved rights established herein or otherwise.

2.03. "Association"

means the Windsor Ponds Condominium Association, Inc., a New Jersey non-profit corporation, formed or about to be formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the Common Elements of or other property controlled by the Condominium, all as provided for in this Master Deed, the Certificate of Incorporation, the Bylaws and the Rules and Regulations of the Association as they may be amended or supplemented.

2.04. "Board" or "Board of Trustees"

means the Board of Trustees of the Association. Any reference herein or in the Certificate of Incorporation, Bylaws or Rules and Regulations to any power, duty, right of approval or any other right of the Association refers to the Board and not the Association's Members, unless the context expressly indicates otherwise.

2.05. "Building"

means all of the structures containing Units and structural improvements that are dedicated to be part of the Condominium by this Master Deed or any Amendment and Supplement hereto.

2.06. "Bylaws"

mean the Association's Bylaws, a copy of which is attached hereto as Exhibit "H" and made a part hereof together with all future amendments or supplements thereto.

2.07. "Certificate of Incorporation"

means the Association's Certificate of Incorporation, a copy of which is attached hereto as Exhibit "G", together with all future amendments or supplements thereto.

2.08. "Common Elements"

mean the "General Common Elements", "Limited Common Elements", and "Reserved Common Elements" and has the same meaning as "Common Elements" under N.J.S.A. 46:8B-3 (d), except as modified by Paragraphs 5.01, 5.02 and 5.06 hereof or specific definitions herein.

2.09. "Common Expenses"

mean, subject to the provisions of Paragraph 7 hereof and the specific definitions herein, all those expenses anticipated by N.J.S.A. 46:8B-3(e) in addition to all expenses incurred by the Association, or its respective Trustees, officers, agents or employees, in the lawful performance of their respective duties or powers.

2.10. "Condominium"

means: (a) all the lands and premises dedicated to the Condominium and described in Exhibits "D" and "E" or any lands and premises that may be added by Amendment and Supplement hereto; (b) all improvements now or hereafter constructed in, upon, over or through such lands and premises dedicated to the condominium form of ownership, whether or not shown on any Exhibit hereto; (c) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; (d) the entity created by the execution and recording of this Master Deed or any Amendments and Supplements hereto in the office of the Recording Officer.

2.11. "Condominium Act"

means the provisions of N.J.S.A. 46:8B-1 et seq., and all applicable amendments and supplements thereto.

2.12. "Developer"

means K. Hovnanian West Windsor, L.L.C., a Delaware Limited Liability Company, its successors and assigns, and includes any successor to the Developer contemplated by Paragraph 15 of this Master Deed.

2.13. "First Mortgage"

means the first or paramount Mortgage, the lien of which is an encumbrance on a Unit.

2.14. "General Common Elements"

mean those Common Elements which are for the use and benefit of all Unit Owners, as more particularly set forth in Paragraph 5 hereof.

2.15. "Institutional Lender"

means any bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund or other financial institution, the Federal National Mortgage Association (FNMA), the Veteran's Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Housing Administration (FHA) and any other similar governmental or quasi-governmental entity that provides, acquires, insures or guarantees or proposes to provide, acquire, insure or guarantee Mortgages on one or more Units.

2.16. "Lease"

means any agreement for the leasing, rental, subleasing, use or occupancy of a Unit, other than the conveyance of title thereto, regardless of the name given to such agreement. All such Leases executed after the date of the recording of this Master Deed are automatically deemed to include Article 4.06 of the Bylaws entitled "Leases, Assignment of Leases and Rents, Right to Evict".

2.17 "Limited Common Elements"

has the same meaning as "Limited Common Elements" under N.J.S.A. 46:8B-3(k), except as may be modified by Paragraph 5 hereof.

2.18. "Master Deed"

means this instrument, all Exhibits hereto and all future Amendments and Supplements thereto, recorded in the office of the Recording Officer.

2.19. "Member"

means all Unit Owners who are members of the Association as further defined in Article 1.03 of the Bylaws and as provided in the Certificate of Incorporation.

2.20. "Mortgage"

means duly recorded instruments and underlying obligations giving rise to a mortgage lien on any Unit.

2.21. "Mortgage Holder"

means the holder of record of a Permitted Mortgage or one who insures or guarantees any Permitted Mortgage.

2.22. "Municipality"

means the municipality in which the Condominium is located.

2.23. "Notice Mortgagee"

means any Institutional Lender holding a First Mortgage which has requested notice of the matters set forth in Paragraph 13 hereof.

2.24. "Owner" or "Unit Owner"

means the reported owner or one or more co-owners, persons, firms, associations, partnerships, corporations or other legal entities, who hold the fee simple title to a Unit dedicated to the Condominium as shown in the records of the Recording Officer; but, in spite of any applicable theory of mortgage, does not mean a mortgagee or trustee under a Mortgage or deed of trust unless and until such mortgagee or trustee has acquired title to any such Unit by way of foreclosure or any proceeding in lieu of foreclosure. The terms Owner and Unit Owner do not mean any lessee or tenant occupying a Unit.

2.25. "Permitted Mortgage"

means any Mortgage held by an Institutional Lender or a purchase money First Mortgage held by the Developer or any other seller of a Unit. It includes any other Mortgage, the lien of which by its terms is subordinate to any and all existing or future Common Expense liens imposed against Units. Any acquisition, construction, permanent or other Mortgage placed by the Developer on all or a portion of the Property, including any Unit, is also a Permitted Mortgage so long as it is made subordinate to this Master Deed and provides a mechanism for securing partial releases, incrementally or in bulk for Units and their respective appurtenant undivided percentage interest in the Common Elements encumbered by same.

2.26. "Phase"

means a portion but less than the whole of the Property and the improvements to or proposed for such portion of the Property that has been or which may in the future be dedicated to the condominium form of ownership by the recording of this Master Deed or an Amendment and Supplement to same.

2.27. "Property"

means the land dedicated to be in the Condominium by the recording of this Master Deed in the office of the Recording Officer as described and graphically depicted, respectively, in Exhibits "D" and "E" hereto, and those lands which may be so dedicated to the condominium form of ownership hereafter by an Amendment and Supplement hereto.

2.28. "Recording Officer"

means the official designated or elected in the New Jersey county in which the Property is located who has the legal authority and duty to keep and maintain the land records (deeds, mortgages, etc.) for that county and to record or file changes thereto.

2.29. "Reserved Common Elements"

mean those parts of the General Common Elements, if any, that the Board designates as available to less than all Unit Owners and for use of which a charge may be imposed pursuant to Paragraph 5.06 hereof.

2.30. "Rules and Regulations"

mean the rules and regulations adopted by the Association, together with all amendments or supplements thereto. The Association is not required to record in the office of the Recording Officer or elsewhere either the original or any amendments or supplements to the Rules and Regulations.

2.31. "Unit"

means a part of the Condominium intended for independent ownership and use as a residential dwelling, as more specifically set forth in Paragraph 4 hereof and as shown on Exhibits "C", "D" and "E" and on the floor plans in Exhibit "F", hereto. The term does not include any part of the General Common Elements or Limited Common Elements situated in or appurtenant to a Unit.

The word "Unit" refers to each of the Units dedicated to the condominium form of ownership by this Master Deed or an Amendment and Supplement to same, unless the context clearly dictates otherwise.

3 GENERAL DESCRIPTION OF THE CONDOMINIUM

3.01. The Condominium.

Upon the recording of this Master Deed, the Condominium will consist of all of the Property legally described and graphically depicted, respectively, in Exhibits "D" and "E" hereof, consisting of approximately 109.805 acres of land and all site and other improvements now in existence or hereafter constructed upon that portion of the aforesaid Property and falling within the perimeter of the Phase I boundary lines consisting of not more than 224 Units located or to be located in not more than 38 Buildings and all rights, privileges, appurtenances and waters thereto belonging or appertaining.

3.02. Recording of the Master Deed.

By the recording of this Master Deed or an Amendment or Supplement to same in the office of the Recording Officer, the Developer is the Owner of every Unit so dedicated to the Condominium, including their appurtenant undivided percentage interest in the Common Elements. In spite of anything in this Master Deed to the contrary, the Developer has the right to advertise, promote, develop, construct, show, sell, convey, lease, or otherwise dispose of each Unit as it deems appropriate in its sole discretion.

3.03. Reserved Right to Develop, Internally Expand and Dedicate Future Phases to be Part of the Condominium.

The Developer reserves the right, but without the obligation, to develop all or less than all of the land not within those Phases dedicated to the Condominium by the recording of this Master Deed by constructing thereon additional Buildings containing Units and other improvements, and to incorporate same as one or more Phases of the Condominium. Full development, as presently proposed, will be on those lands graphically depicted on Exhibits "A" and "B" hereof. In all circumstances, the total number of dwelling units within the Condominium will not exceed 370 and will not encompass lands beyond those referenced on Exhibits "A" and "B". The incorporation of the additional Buildings, Units and other improvements as part of the Condominium will be by the recording of one or more Amendments and Supplements to this Master Deed in the office of the Recording Officer. All Buildings, Units and improvements so dedicated are a part of the Condominium and all references to the Condominium in this Master Deed, the Certificate of Incorporation, or the Bylaws are understood to include the additional Buildings, Units and other improvements once they are dedicated as part of the Condominium.

4 DESCRIPTION OF UNITS

4.01. Description of Units.

Units are the separate parcels of real property more particularly described and shown on Exhibits "D", "E". Exhibit "F" describes the Units' room layouts at floor level. Each Unit consists of:

- (A) all the space within the area bounded by the interior surface of its perimeter walls and its lowermost floor and its uppermost ceiling as follows:

Bottom: The bottom is an imaginary horizontal plane through the highest point of the interior surface of each portion of the uppermost subfloor within the Unit as originally installed by the Developer (generally a concrete or gypcrete slab) and extending in every direction to the point where it closes or intersects with the sides of the Unit.

Top: The top is an imaginary horizontal plane along and coincident with the innermost surface of the studding or truss assembly of the uppermost ceiling and along and coincident with the exterior surface of any skylights of the Unit and extending in every direction to the point where it intersects or closes with the sides of the Unit.

Sides: The sides are imaginary vertical planes along and coincident with the innermost surface of the studding of the perimeter walls originally installed by the Developer or, where there is no studding, the innermost surface of concrete block or equivalent perimeter walls. Where no wall exists, the side is an imaginary vertical plane along and coincident with and includes the entirety of all windows or doors located on the perimeter of the Unit. The sides of each Unit are bounded by the bottom and top of the Unit.

(B) Units include all: appliances and fixtures; interior walls and partitions, gypsum board or other facing material on walls and ceilings; the decorated or finished inner surface of all wood, tile, carpeting and padding or other type of finished flooring; interior and exterior windows, doors, skylights; and all other improvements located within the boundaries of the Unit or which are otherwise exclusively appurtenant to a Unit although all or part of the improvement may not be located within the boundaries of the Unit as set forth in Paragraph 4.01 (A) above. To the extent that they serve an individual Unit only and not any other Unit or any portion of the Common Elements, no matter where they are located, appurtenant improvements include the following,:

- (1) any and all utility lines, pipes, vents and systems, including, but not limited to: (a) electrical components including wiring, fixtures, switches, outlets and circuit breakers; (b) water pipes and hose bibs; (c) sewer pipes and clean-outs; (d) vents and ducts; (e) telephone or other communication lines and wires; (f) master antenna, cable or satellite television equipment and security alarm system wiring, except where ownership of any of the above is retained by a company, public utility, agency, the Association or others who provide service therefore;
- (2) any fireplace, chimney or flue;
- (3) any utility meters not owned by the public agency or company supplying utility service;
- (4) any equipment, appliances, machinery, mechanical or other systems including, but not limited to all components of heating, ventilating and air conditioning systems located on the Common Elements;
- (5) any storage areas and loft areas (but not attic space) located in or outside the Unit which provide exclusive storage for the Unit;
- (6) any motor vehicle garages;
- (7) any components of all doors, windows or skylights including, but not limited to, glass sills, screens, frames, sashes, flashing and their mountings to the exterior of the Building containing the Unit and any other part or appurtenance of their respective systems; and
- (8) all exterior front entry stairs and landings that provide access to no more than one Unit and the hand railings attached to same; but, excluding any sidewalks and service walks connected to such entry stairs; and
- (9) enclosed patios.

4.02. Location of Condominium Units.

In interpreting the provisions of this Master Deed or subsequent deeds and mortgages to individual Units; the actual location of the Unit is deemed conclusively to be the property intended to be conveyed, reserved or encumbered despite any minor deviations either horizontally or vertically from the proposed locations indicated on Exhibits hereto or on any Amendment and Supplement to same.

5 DESCRIPTION OF COMMON ELEMENTS

5.01. General Common Elements.

The remaining portion of the lands and premises described above with all improvements constructed and to be constructed thereon and all appurtenances thereto are the "Common Elements."

More specifically, "General Common Elements" include, but are not limited to:

- (A) The parcel of land described in Exhibits "C" and "D" or any Amendment or Supplement to same, including the space occupied by the above.
- (B) The Buildings including the space within each Building not otherwise defined as being the Units and including foundations, roofs, floors, ceilings, perimeter walls, load bearing interior walls and partitions, core walls or other fire barriers, slabs, stairways, passageways, pipes, wires, conduits, air ducts and utility lines and connections, including the space occupied by the above.
- (C) All roads, curbs, walkways, paths, retaining walls, trees, shrubs, recreation facilities, underground sprinkler systems, yards, privacy fences, etc., constructed or to be constructed by the Developer on the Property.
- (D) All other elements of the Buildings constructed or to be constructed on the Property rationally of common use or necessary to their existence, upkeep and safety including the entirety of any fire suppression sprinkler systems installed by the Developer and any sprinkler heads which protrude into a Unit; and, in general, all other installations or devices intended for common use including but not limited to tangible personal property.
- (E) The General Common Elements do not include any of the Units despite the fact that Buildings in which Units are to be located may not have been constructed at the time of the recording of this Master Deed or Amendments or Supplements to same. It is the Developer's intention that the interest in the General Common Elements appurtenant to each Unit does not include any interest whatsoever in any of the other Units or the space within any of them, whether or not the Buildings within which the Units are or will be located are constructed or yet to be constructed at the time of the recording of this Master Deed.

5.02. Limited Common Elements.

Portions of the Common Elements set aside and reserved for the restricted use of certain Units to the exclusion of the other Units are "Limited Common Elements". The Limited Common Elements restricted to the use of the respective Units are shown graphically in Exhibit "C", "D", "E" and "F". Assigned parking spaces and driveways leading to those Units having motor vehicle garages are Limited Common Elements. Limited Common Elements and their use must be in compliance with governmental regulations, laws; the Association's Rules and Regulations, Bylaws, this Master Deed and amendments or supplements to any of same.

5.03. Cleaning, Snow and Ice Clearing, Maintenance, Repair and Replacement of Limited Common Elements, etc.

All repair, maintenance and replacement of Limited Common Elements are the responsibility and financial obligation of the Association. However, the Owner of a Unit having exclusive use of any Limited Common Element is responsible for the cost and expenses of any maintenance, repairs or replacement of that Limited Common Element due to the Owner's own negligent act

or omission, misuse or neglect or the negligent act or omission, misuse or neglect of their family members, pets, guests, visitors or occupants, regardless of whether authorized by the Unit Owner.

The Association is responsible for snow and ice clearing from each Units' exterior front entry stairs, front entry landings and driveways providing access to garages that are part of a Unit. The Association or its designated representatives will determine when and to what extent snow and ice clearing will be undertaken. Specifications published by the National Redi-Mix Concrete Association, 900 Spring Street, Silver Springs, MD 20190 require that concrete is to cure for a full year after installation before use of any type of de-icing salts or other materials (like calcium or sodium chloride). Accordingly, the Association, Unit Owners and all others must not use de-icing products containing salts on any uncured concrete surfaces. The Association and Owners are never to use ammonium sulfate or ammonium nitrate as they are chemically aggressive and destroy concrete. Clean sand is to be used for traction.

5.04. Rights to Use Limited Common Elements.

Unit Owners' rights to use the Limited Common Elements appurtenant to their Unit cannot be transferred apart from the conveyance of title to the Unit. Any attempt to do so is void as set forth in Paragraph 6.06 hereof.

5.05. Association Regulation of Use, Cleaning, Snow and Ice Clearing, Maintenance, Repair and/or Replacement of Limited Common Elements, Etc.

The Association shall have the right to promulgate, adopt, amend, publish and enforce such Rules and Regulations as it may deem appropriate or necessary to regulate Unit Owners' use, cleaning, snow and ice clearing, maintenance, repair or replacement of Units and the Limited Common Elements that are the responsibility of Unit Owners; to assure safety, aesthetic, architectural and visual harmony. Such Rules and Regulations may include but are not limited to schedules, standards, specifications, materials, colors, manufacturers, etc.

5.06. Reserved Common Elements.

The Board has the power in its discretion to: (a) designate from time to time certain Common Elements as "Reserved Common Elements"; (b) grant reserved rights therein to the Association or to any or less than the Owners of all of the Units; (c) establish a reasonable charge to such Unit Owners for the use and maintenance thereof; and (d) adopt, amend, publish and enforce those Rules and Regulations as it deems appropriate governing the use thereof. Such designation by the Board is not to be construed as a sale or disposition of the Common Elements. Any fee paid for reserved rights is to be paid to the Association and is to be available for use by the Association in the same manner as Common Expense Assessments. No part of the Common Elements are to be designated as Reserved Common Elements for exclusive use by non-Unit Owners, except for those who are lessees who occupy the applicable Units. Under such circumstances, the Unit Owner must accept in writing primary responsibility and liability for any Common Element to be designated as a Reserved Common Element for exclusive use by the Unit Owner's lessee before such designation can be made for the lessee's benefit.

6. ESTATE ACQUIRED AND MEMBERSHIP INTEREST

6.01. Estate Acquired.

The Owners of each Unit hold such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple, and acquires as an appurtenance thereto an undivided percentage interest in the Common Elements of the Condominium, which cannot be divided from the Unit to which it appertains.

6.02. Ownership and Conveyance of Units.

For all purposes, each Unit is a separate parcel of real property that is owned and that may be conveyed in fee simple; and devised, inherited, transferred or encumbered along with its undivided percentage interest in the Common Elements, in the same way as any other parcel of real property, independently of all other Units, subject to the provisions of this Master Deed, the Bylaws and the Condominium Act. No part of any Unit can be conveyed, devised, inherited, transferred or encumbered apart from the whole of the Unit and its undivided percentage interest

in the Common Elements. All taxes, assessments and charges that become liens on a Unit apply only to that individual Unit and not to the Condominium as a whole or to other Units.

6.03. Ownership of Common Elements.

Common Elements are owned in common by all Unit Owners and no one else. The Common Elements must remain undivided and Unit Owners are not permitted to bring an action for partition or division of the whole or any part thereof except as otherwise provided by law or in Article 6.02 and 6.03 of the Bylaws.

6.04. Undivided Percentage Interest.

Ownership of each Unit includes that Unit's respective undivided percentage interest in the Common Elements as established herein. Each Unit together with its appurtenant interest in the Common Elements is herein referred to as the "Unit". It is the Developer's intention hereby to provide that the Common Elements are owned by Unit Owners under the condominium form of ownership along with the undivided percentage interest of each Unit in the Common Elements as set forth in this Master Deed and its Exhibits.

6.05. Percentage of Interest.

The individual Units hereby established and which are to be individually conveyed, the Building number and type, and the undivided percentage interest of each Unit in the General and Limited Common Elements are attached hereto as Exhibit "I". The undivided percentage of interest of each Unit appertaining to the Common Expenses, common receipts, common surplus, are as set forth in Article 13 of the Bylaws. For so long as it remains the owner of any of the constructed or unconstructed Units the Developer reserves the right to change the price or value of any such Units. However, no change in price or value of any of the Units may change or otherwise affect the undivided percentage interest of any of the Units in the General and Limited Common Elements in the Condominium or in the percentage of ownership in the Association set forth in Article 13.00 of the Bylaws. Each Unit is entitled to one vote when Association Members vote.

6.06. No Conveyance of Undivided Interest.

The undivided percentage interest in the Common Elements to be conveyed with each Units may be amended by the Developer as set forth in Paragraph 14 hereof. The Developer and Unit Owners agree that the undivided percentage interest in the Common Elements and the fee simple title to the respective Units conveyed hereunder cannot be separately conveyed, transferred, alienated or encumbered, and each of the undivided interests are deemed to be conveyed, transferred, alienated or encumbered with its Unit despite that the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee simple title to the Unit.

The Developer and Unit Owners covenant that any conveyance, transfer or alienation of any Unit conclusively includes all of the interest of the Unit Owner in the Condominium and any encumbrance on any Unit also conclusively attaches to all of the interest of that Unit's Owners.

6.07. Voting.

The Owners of each Unit who are in good standing (see Article 3.08 of the Bylaws) are entitled to cast one vote for each Unit to which those Owners hold title. The Developer is entitled to cast all votes for Units owned by it, but is not permitted to vote for the purpose of amending this Master Deed or the Bylaws or any other document for the purpose of changing the permitted use of those Units or reducing the Common Elements of that portion of the Property which has been dedicated to the condominium form of ownership.

6.08. Membership of Unit Owners in Condominium Association.

Upon becoming the owner of a Unit, every Unit Owner automatically becomes an Association Member which membership is held until their ownership of a Unit ceases for any reason. At that time Association membership automatically ceases. Other than as an incident to a lawful transfer of title to a Unit, Association membership is not transferable and any attempted transfer is void.

6.09. Compliance by Owners.

Each Owner or occupant of a Unit must comply with and assumes ownership or occupancy subject to laws, statutes, rules and regulations, resolutions, ordinances or other judicial, legislative or executive "law" of governmental authorities having jurisdiction over the Condominium; the provisions of this Master Deed, the Certificate of Incorporation, the Bylaws,

the Rules and Regulations and any other documents, as well as any amendments or supplements to any of the foregoing. Failure to comply with any of the foregoing is grounds for commencement of an action for the recovery of damages, or for injunctive relief, or both, by the Developer, the Association or any Unit Owner in any court or administrative tribunal having jurisdiction of any person or legal entity violating or attempting to violate or circumvent any of the aforesaid and against any Unit Owner to enforce any lien imposed as per this Master Deed or any covenant contained herein. Failure by the Developer, the Association or any Unit Owner to enforce covenants herein contained for any period of time is not, under any circumstances, a waiver or estoppel of the right to thereafter enforce same.

7 ASSESSMENTS

7.01. Contribution of Unit Owners Toward Expenses, Administration, Etc. of Common Elements and the Association.

Subject to Paragraph 7.02 of this Master Deed, each Unit Owner is to contribute, as set forth in Article 13.00 of the Bylaws, toward the expenses of administration, maintenance, repair and replacement of the Common Elements, expenses declared common by this Master Deed or the Bylaws and the expenses of administering and maintaining the Association and all of its real and personal property in such amounts as are from time to time found by the Association to be necessary, including, but not limited to: expenses for the operation, maintenance, repair or replacement of Buildings, grounds or facilities within the Condominium; the maintenance, operation, repair or replacement of the recreation facilities, if any; all costs of carrying out the duties and powers of the Association; compensation of Association employees; insurance premiums and expenses relating thereto; taxes which may be assessed against Association or its property; the cost of utility services supplied to the Common Elements or to each individual Unit if utility service usage is not metered and billed to each Unit by any utility supplier, but is metered and billed to the Association; and any other expenses of the Association set forth herein, in the Bylaws or which may be designated by the Board as Common Expenses. No Unit Owner may be exempted from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements or the community or recreation facilities, if any, or by abandonment of their Unit. Payment of the Common Expenses are to be made in the amount and at the frequency determined by the Board, and are to be delivered to Association at its principal office or to such other place the Board designates.

Affordable Unit Owners pay the same individual Unit Common Expense, Special or Emergency Assessments as Market Units. Beginning on the date when the Affordable Housing Plan ceases to be applicable to a specific Affordable Unit, that Affordable Unit is no longer be considered to be an Affordable Unit; it becomes a Market Unit.

7.02. Lien in Favor of the Association.

All charges and expenses chargeable to any Unit constitute a lien against said Unit in favor of the Association. That lien is prior to all other liens except (a) assessments, liens and charges for taxes past due and unpaid on the Unit and (b) payments due under bona fide and duly recorded Mortgage instruments, if any, except to the extent modified by any applicable New Jersey or federal law. The charges and expenses represented in the annual Common Expense Assessment or maintenance fees become effective as a lien against each Unit on the first day of each year. Additional or added assessments, any and all types of fees, amounts ordered as per Article 4 of the Bylaws, fines, charges, expenses, and water usage fees, if any, chargeable to Units and not covered by the annual Common Expense Assessment, become effective as a lien against each Unit as of the date when the expense, fine or charge giving rise to such additional or added assessment is levied or incurred. If the assessment, charge or other expenses giving rise to any lien remains unpaid for more than 10 days after it is due and payable, the entire amount of the next due 12 monthly installments of the then current or next annual Common Expense Assessment and other additional or added assessments, charges and expenses immediately become due and payable. All liens may be recorded in accordance with N.J.S.A. 46:8B-21 and foreclosed by the Association in the manner provided for the foreclosure and sale of real estate mortgages. In the event of foreclosure, in addition to the Common Expense and other assessments or amounts due, the Association is entitled to recover the expenses of the action

including court costs and reasonable attorney and paraprofessional fees. The Association's right to foreclose its lien is in addition to any other remedies available at law or equity for the collection of annual, additional or added charges and expenses, including the right to proceed personally against any delinquent Unit Owner for the recovery of a personal judgment for the amount due, court costs and reasonable attorney and paraprofessional fees. The title acquired by any purchaser following any foreclosure sale or sheriff's judgment sale is subject to all provisions of this Master Deed, the Bylaws, the Rules and Regulations and the Condominium Act; and, by so acquiring title to the Unit, the purchaser automatically agrees to abide by and be bound by same. Interest, fines and penalties may only be levied, imposed and collected by the Association to the extent they are permitted by law.

7.03. Payment of Expenses Out of Proceeds of Sale.

Upon the sale, conveyance or other lawful transfer of title to a Unit, all unpaid assessments, fines and all other charges and expenses of whatever nature chargeable to the Unit must first be paid out of the sales price or by the acquirer in preference to any other assessments or charges of whatever nature except (a) assessments, liens and charges for taxes past due and unpaid on the Unit and (b) payments due under any bona fide duly recorded Mortgage instruments, except to the extent modified by applicable New Jersey or federal laws.

7.04. Liability for Assessments Due Association and Certificates of Payment.

Any persons who acquire title to a Unit are jointly and severally liable with their predecessor in title for the amounts owing by the latter to the Association up to the time of the transfer of title, without prejudice to the acquirer's right to recover from the predecessor in title the amount paid by them as joint debtor. Any contract purchaser of a Unit may request in writing that the Association provide them with a certificate setting forth the amount of unpaid assessments or other debts owed to the Association for a Unit. The written request is to include the names of all persons who will reside in the Unit and the anticipated date of closing title. The Association will provide the certificate within 10 days after receipt of the request. The purchasers may rely upon the certificate and their liability to the Association is limited to the amount set forth therein. Liability for the payment of amounts due the Association does not attach to a Unit's purchasers following a mortgage foreclosure or sheriff's judgment sale of any Unit but the Association is entitled to payment thereof out of the proceeds of sale as provided by law. Further, any Permitted Mortgagee who obtains title to a Unit pursuant to remedies provided in the Mortgage or foreclosure of the Mortgage is not liable for the Unit's unpaid amounts due the Association which accrued before the acquisition of title of the Unit by the Mortgage Holder, except to the extent permitted by any applicable New Jersey or federal law.

7.05. Covenant to Pay Assessments.

Every Unit Owner, by acceptance of a deed or other document of conveyance of an ownership interest in a Unit, whether or not it is expressed in any deed or other document of conveyance, is deemed to covenant to pay to the Association all assessments and other sums contemplated in this Master Deed or the Bylaws.

7.06. Liability for Assessments.

No Unit Owner may waive or otherwise avoid liability for Common Expenses by not using the Common Elements. All assessments, fines and other charges against a Unit or its Unit Owners are a continuing lien on the Unit against which they are assessed or the Unit owned by the Unit Owner against whom they are assessed and are the joint and several personal obligations of all Owners of the Unit at the time the assessment, fine or other charge fell due, and of each subsequent record Owner of the Unit, except as otherwise contemplated by Paragraphs 7.02, 7.03 and 7.04 of this Master Deed or N.J.S.A. 46:8B-21, together with such interest thereon and cost of collection thereof including reasonable attorney and paraprofessional fees. Liens for unpaid assessments, fines or other charges the Association is permitted by law to levy, impose or collect, may be foreclosed by suit brought in the Association's name in the same manner as a foreclosure of a mortgage on real property. Suits to recover money judgments for unpaid assessments, fines or other charges may be maintained without waiving the lien securing same.

7.07. Annual Common Expense Assessments.

It is an affirmative and perpetual obligation of the Board to fix annual Common Expense Assessments in an amount at least sufficient to maintain and operate the Buildings, the Common Elements, Property and Association affairs as contemplated by this Master Deed, the Bylaws or as required by the Condominium Act; and to pay for all expenses of the Association for benefits derived by the Unit Owners. The amount of monies deemed necessary for Common Expenses and the way they are expended are determined in the Board's sole discretion.

7.08. Notice of Annual Common Expense Assessments.

At least 5 days in advance of the due date of the first Common Expense Assessment installment for each fiscal year, the Board will prepare a list of Units and the annual Common Expense Assessments applicable to each, according to the names of the Unit Owners. This list is to be kept in the office of the Association or its managing agent and is open to inspection upon any Unit Owner's request. Written notice of the annual Common Expense Assessment is to be given to Unit Owners in the manner provided by Article 18.03 of the Bylaws.

7.09. Use of Annual Common Expense Assessments.

The annual Common Expense assessment levied by the Board will be used exclusively for promoting the health, safety, pleasure and welfare of Association Members, including, but without limitation, street lighting; refuse or recyclable collection; snow and ice clearing; landscaping of Common Elements; maintenance and repair of the exterior and roofs of the Buildings, including but not limited to cleaning, painting, caulking and staining of the exterior surfaces and finishes; maintenance, repair and replacement of the Common Elements or any other improvements on the Property or elsewhere for which the Association is responsible; including roadways and parking areas; maintenance and repair of fences and walls; payment of applicable common taxes and insurance premiums; costs and expenses incidental to the Association's operation and administration; and such other items as the Board from time to time deems appropriate; provided that the annual Common Expense assessment cannot be used for capital improvements subject to Paragraph 7.15 of this Master Deed.

7.10. Allocation of Common Expenses.

The annual Common Expense assessment will be allocated among all Units within any Buildings declared to be in the Condominium and for which an initial Certificate of Occupancy has been issued. Each Unit will be assessed a proportionate share of the annual Common Expense Assessment determined by the Unit's then current percentage interest in the Common Elements as set forth in Article 13 of the Bylaws and Exhibit "I" hereof as they may be amended. Until title to the first Unit is conveyed, the Developer is solely responsible for all Common Expenses as set forth in Paragraph 7.20 hereof. Following the first conveyance, the Owners of Units to whom title has been conveyed are responsible for their percentage share of the Common Expenses and the Developer is responsible for payment of all Common Expenses assessed against Units which have not been initially conveyed to an individual purchaser and for which an initial Certificate of Occupancy has been issued.

For so long as it designates a majority of Board Trustees, the Developer will not cause the Common Expense Assessment to be artificially low.

7.11. Annual Common Expense Assessment Not Made.

Except when the Developer holds the majority of the Board seats, if a Common Expense Assessment is not made annually, an assessment is presumed to have been made in the amount of the prior year's Common Expense Assessment plus 10 percent. Installments of the presumed annual Common Expense Assessment are due on each installment payment date until a new annual Common Expense Assessment or new installment payment dates are adopted.

7.12. Due Dates of Annual Common Expense Assessment.

Annual Common Expense Assessments are made for a yearly period to be determined by the Board and are payable in advance in monthly installments due upon the first day of each month or in such other installments and upon such other due dates as the Board establishes.

7.13. Emergency Common Expense Assessment.

In the event the regular annual Common Expense Assessment is not insufficient for an immediate need or emergency, the Board may amend the budget and assessment and levy an Emergency Common Expense Assessment. The determination of an immediate need or emergency is at the Board's sole and absolute discretion. Notice of any such amendment of the budget and assessment and the levying of an Emergency Common Expense Assessment is to be in a writing delivered to Unit Owners in the manner provided in Article 18.03 of the Bylaws. The notice is to specify the due dates of the Emergency Common Expense Assessment or any installments thereof. Within 30 days of any Emergency Common Expense Assessment, the Board is to memorialize by written resolution the factual basis for and the fact that an Emergency Common Expense Assessment was made.

7.14. Special Common Expense Assessment, Bulk Real Estate Tax Bills.

In addition to all other types of assessments authorized herein, in any assessment year the Board may levy a Special Common Expense Assessment to defray in whole or in part the cost of any responsibility of the Association, including but not limited to; any reconstruction, unexpected repair or replacement of an existing Common Elements capital improvement not determined by the Board to constitute an emergency or immediately needed, but for which funds held in reserve are inadequate, or for any other lawful purpose except new capital improvements subject to Paragraph 7.11, hereof. If a Special Common Expense Assessment for an assessment year together with all other Special Common Expense Assessments for that assessment year in the aggregate exceeds the sum of \$15,000.00 increased by the percentage of increase in the Consumer Price Index for all Urban Consumers published closest to the date the Recording Officer records this Master Deed, it must be authorized by the affirmative vote of two-thirds of the Members in Good Standing. This vote is to be taken at a meeting duly called for such purpose. Written notice stating the purpose of that meeting, must be sent to Unit Owners in the manner set forth in Article 18.03 of the Bylaws at least 30 days in advance. The due dates of any Special Common Expense Assessment or any installments thereof are fixed in the Board resolution authorizing same.

As the Condominium is to be constructed in Phases, it is possible that real estate property tax bills for or special assessments and other charges imposed by taxing authorities on portions of the Common Elements to be or which previously have been dedicated to the Condominium may be issued directly to and in the name of the Developer or the Association and not reflected in the municipality's assessment of and real estate taxes on individual Units based on their undivided percentage interest in same. All real estate property taxes, special assessments and other charges imposed by taxing authorities are to be separately assessed against and collected on each Unit and its undivided percentage interest in the Common Elements as a single parcel as provided by the Condominium Act. If any such taxes, assessments or charges are not separately assessed or taxed to each Unit, then the Owners of each Unit must pay their proportionate share thereof in accordance with the percentage undivided interest in the Common Elements and the Board must levy and collect a Special Common Assessment for any such year, if necessary. However, pursuant to Paragraph 11.06, the Affordable Units which are subject to the Affordable Housing Plan are responsible to pay the same amount of any assessment as Market Units.

Nothing herein relieves the Developer from its sole responsibility for real estate taxes for or special assessments and other charges imposed by taxing authorities on Units before title to each of same is conveyed to third party purchasers, or on the Property or lands before they are dedicated to the Condominium.

While the Developer maintains a majority of the Board, it shall make no additions, alterations, improvements or purchases not contemplated by the Offering which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency.

7.15. Capital Improvement Common Expense Assessment.

In addition to the other assessments herein authorized, the Board may levy a Capital Improvement Common Expense Assessment for the purpose of acquiring or constructing any

new capital improvements. For purposes of this Paragraph 'capital improvements' mean any improvement to the Property undertaken by the Association for which monies have not been provided in the first Association budget or reserves. If, during any assessment year, a Capital Improvement Common Expense Assessment, together with all other Capital Improvement Common Expense Assessments for the assessment year, exceeds in the aggregate the sum of \$15,000 increased by the percentage of increase in the Consumer Price Index for all Urban Consumers published closest to the date the Recording Officer records this Master Deed, it must be authorized by the affirmative vote of two-thirds of the Members in Good Standing. This vote will be taken at a meeting duly called for this purpose. Written notice stating the purpose of the meeting must be sent to all Unit Owners in the manner set forth in Article 18.03 of the Bylaws no less than 30 days in advance of the meeting. The due dates of Capital Improvement Common Expense Assessments, or any installments thereof, may be fixed in the resolution of the Board authorizing same.

7.16. Exemption from Capital Improvement Common Expense Assessments.

In spite of anything to the contrary herein, neither the Developer nor any Mortgage Holder is obligated to pay any assessments for new capital improvements, whether by way of regular Common Expense or other type of assessment. This Paragraph of the Master Deed may not be amended without the prior written consent of the Developer and every Mortgage Holder.

7.17. Remedial Common Expense Assessment.

In addition to the other assessments herein authorized, the Board may levy a Remedial Common expense Assessment against any individual Unit whenever required or permitted to do so by this Master Deed, the Bylaws or the Association's Rules and Regulations that authorize the levying and collecting of Remedial Common Expense Assessments, such as, but not limited to, Paragraph 8 of this Master Deed. The Board may also provide in Rules and Regulations for ordinary maintenance and minor repairs and replacements to Units or Limited Common Elements for which Unit Owners are responsible, to be undertaken by the Association's personnel, contractors or other representatives and charged to the responsible Unit Owners as a Remedial Common Expense Assessment.

7.18. Miscellaneous Common Expense Assessments.

To the extent that the Association is permitted by New Jersey law to levy, impose or collect any and all fines, late charges, costs of collection including reasonable attorney and paraprofessional fees, interest on unpaid assessments; and any and all capital contributions, escrow deposits or any other sums required to be paid to the Association by a Unit Owner as per this Master Deed, the Bylaws, Certificate of Incorporation, Rules and Regulations or any duly adopted Resolution of the Board are deemed Common Expense Assessments which each Unit Owner has covenanted to pay and for which each Unit Owner is liable pursuant to the provisions of Paragraphs 7.01 and 7.02, respectively, of this Master Deed. They are to be collected by the Association in the same way as other assessments pursuant to the provisions hereof and N.J.S. 46:85-1.

7.19. Interest in Common Surplus.

Any Association common surplus resulting from an excess of income over expenses that the Board, in its sole discretion, opts to refund to Unit Owners, must be allocated among the Members in the same way those expenses were assessed.

7.20. Developer's Ownership and Assessment Obligations.

From and after the conveyance of title to the first Unit in any Building dedicated to the Condominium, if there are unsold Units in such Building, the Developer is deemed the Owner of the unsold Units under the same terms and conditions as all other Unit Owners. The obligation of Developer to pay any type of Common Expense or other assessments, including reserves for a particular Unit in a Building commences on the date that the Unit is issued a municipal certificate of occupancy, subject to the Developer's duty to pay for benefits it derives from the Association. The Developer is not, however, obligated to pay any Common Expense or other assessments except for reserves for so long as Developer is providing any subsidy or guarantee of maintenance fees or Common Expense Assessments to Unit Owners. For purposes of this Paragraph, "unsold Units" means any Units, title to which has not been transferred from the Developer to an unrelated third party.

The Developer is responsible for performing all duties necessary for the operation, maintenance, renewal, replacement, care and upkeep of the Common Elements and services and the community and recreation facilities and all other property, real or personal of the Association, before and up to May 30, 2000. There will be no Common Expense or assessments of any kind to any Unit for the period of time before that date. If at any time before that date the Developer no longer controls the Board, the Developer continues to be responsible for all costs and expenses in administering and maintaining the Common Elements for benefits derived, except that the Association is prohibited from making any capital expenditures or increasing reserves without the Developer's prior written consent.

8. MAINTENANCE RESPONSIBILITIES

8.01. Maintenance of Units by Unit Owners.

All Unit Owners, at their own cost and expense must promptly furnish, perform and be responsible for all of maintenance, repairs and replacements to their Unit in accordance with requirements of this Master Deed, the Bylaws and any Association Rules and Regulations. Except as herein provided, maintenance, repairs and replacements of the plumbing fixtures and systems, electrical wiring and receptacles, appliances and equipment, and lighting fixtures or part of any Unit that are not Common Elements are Unit Owner responsibilities, at their expense. Maintenance, repair, replacement, cleaning and washing of all walls, ceilings; all windows and door frames, sills, sashes, glass and screens; garage doors, skylights and any other integral part or appurtenance of their respective systems; paint, wallpaper, paneling, floor covering, draperies, light bulbs, and window shades or curtains within any Unit are the Unit Owner's responsibility, at their expense. Unit Owners are responsible for snow and ice clearing from their Unit's decks, balconies, patios, and porches in compliance with Association Rules and Regulations and applicable laws. However, the Association is responsible for snow and ice clearing on the exterior front entry stairs, front entry landings and driveways that provide access to garages that are part of a Unit. See Paragraphs 5.03 and 5.05 hereof.

The Association, its agents and employees may effect emergency or other necessary repairs that a Unit Owner fails to perform. Any expense so incurred is the responsibility of the Unit Owner affected thereby. Maintenance, repairs and replacements required to common plumbing, mechanical, electrical and water supply systems within the Common Elements will be furnished by the Association. Unit Owners are responsible to promptly report to the Board, in writing, any defect or need for maintenance, repairs or replacements, the responsibility for which is that of the Association.

8.02. Responsibilities of the Association - General.

The Association must furnish the maintenance, repairs and replacements required for the functioning of any common plumbing, common heating, common air conditioning, common mechanical, common electrical, common sewer or common water supply systems that are within the Common Elements; as well as for the General Common Elements themselves, as defined in Paragraph 5.01 hereof, including but not limited to, the exterior and roof of Buildings, parking areas, roadways, common sidewalks, common walkways, common stairways, common hallways, fences and walls. Despite Paragraph 8.01, the Association is responsible for applying paint, stain and caulk at regular intervals to all exterior surfaces of the Common Elements and the Units. All Association costs to discharge its responsibilities are Common Expenses.

The Common Elements and their use must be in compliance with governmental regulations, laws; the Association's Rules and Regulations, Bylaws and this Master Deed.

Specifications published by the National Redi-Mix Concrete Association require that concrete is to cure for a full year after installation before use of any type of de-icing salts. Accordingly, the Association, Unit Owners and all others must not use de-icing products containing salts on any uncured concrete surfaces.

8.03. Rights of the Association.

The Association may effect emergency maintenance, repair and replacements to any Unit or Limited Common Element for which a Unit Owner is responsible but has failed to perform. The Association expenses incurred in doing so may be levied against the Owner of that Unit as a Remedial Common Expense Assessment. The Association may also effect non-emergency maintenance, repair or replacement to any Unit or Limited Common Element for which the Unit Owner is responsible but has failed to perform and charge the reasonable expenses incurred in doing so to the Unit Owner as a Remedial Common Expense Assessment, but only if; (a) any such failure by the Unit Owner has or will have a material and adverse impact on any other part of the Condominium and (b) the Unit Owner responsible for such maintenance, repair or replacement has failed to remedy the situation within 30 days after the Association gives the Unit Owner written notice of the need for such maintenance, repair or replacement.

8.04. Access to Units.

The Association has the irrevocable right, to be exercised by the Board or managing or other Association agent, to have access to each Unit during reasonable hours for the inspection, maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom or for making emergency inspections or repairs therein necessary to prevent damage to the Common Elements or to another Unit. Prior notice is to be given to the Unit Owner or occupant except in the case of an emergency.

8.05. Damage Due to Negligence, Omission or Misuse.

If damage is caused to the Common Elements or to Units owned by others, or maintenance, repairs or replacements are required which would otherwise be a Common Expense that are caused or are due to the negligent act or omission of or misuse by a Unit Owner, or a member of the Unit Owner's family or household pet, guest, occupant or visitor (whether authorized or unauthorized by the Unit Owner); the responsible Unit Owner is liable and must pay for any such damages, liability, costs and expenses, including paraprofessional and attorney fees, caused by or arising out of such circumstances as a Remedial Common Expense Assessment. Any such maintenance, repairs and replacements to the General or Limited Common Elements or to Units are subject to the Bylaws and Rules and Regulations.

9 EASEMENTS

9.01. Unit Owner Easements.

If any portion of the Common Elements encroaches on any Unit, or vice versa, or if a portion of one Unit encroaches on another Unit, a valid easement for the encroachment and for the maintenance of the same exists for so long as it stands. If any Building is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the Common Elements encroaches upon the Units, or vice versa, or any of the Units encroach on another Unit; a valid easement exists for such encroachment and for the maintenance thereof, so long as it stands.

9.02. Developer's Nonexclusive Easement to Common Elements and Rights Reserved

- (A) A valid, nonexclusive easement for the benefit of the Developer exists in, on, over and across the General Common and Limited Common Elements for the maintenance, operation and renewal thereof; as a means of providing ingress and egress to other portions of the General and Limited Common Elements and to other lands now or hereafter controlled by the Developer or its Affiliates, successors or assigns.
- (B) For as long as Developer leases or has, in the ordinary course of business, one or more Units whose title has not been conveyed to a third party not an Affiliate of the Developer; the Developer and its Affiliates have an easement for ingress and egress and the right to bring agents, prospective purchasers, lessees, contractors and the like in, on, over and across the Common Elements and Limited Common Elements.
- (C) An easement is reserved to the Developer and its Affiliates to install, maintain or convey ownership and responsibility to a municipal utility authority or private utility company or

others for any utility meters, lines, wires, conduits, pipes and other facilities necessary for the proper maintenance of the Common Elements or systems servicing the Property, Buildings or Units. A blanket, perpetual and nonexclusive easement of unobstructed ingress in, on, over, across and through the Common Elements, is granted to the Developer, the Association and to the municipality within which the Condominium is located and its agents and agencies, and as well as each of their respective Affiliates, officers, agents, employees and all police, fire, ambulance and other emergency personnel in the proper performance of their respective duties (including but not limited to emergency or other necessary repairs to a Unit which the Unit Owner has failed to perform), and for repair and maintenance of the Common Elements.

(9) The Developer reserves the following easements with respect to the Property:

- (1) A blanket and nonexclusive easement in, on, through, under, over and across the Common Elements for the purpose of construction, installation, maintenance and repair of any improvements to the Units, utility systems or the Common Elements; for use and access to one or more on-site sales, storage, construction and service trailers which the Developer may relocate at its discretion to other areas of the Property; for ingress and egress and the use of all driveways, parking areas, and for the use of Developer owned Units for models, administrative offices, for rental and sales promotion and exhibition of Units and other real property offerings of the Developer or its Affiliates; all until 2 years after the date the last Unit conveyed in the normal course of the Developer's business, but in no event more than 10 years from the date this Master Deed is recorded. Developer is to pay to the Association all Common Expenses and other assessments on Units it leases, except as set forth in Paragraph 7.16 hereof.
- (2) An irrevocable easement and right to enter in, on, through, under, over and across any Unit for such purposes as reasonably necessary for the Developer or its agents to service such Unit or any part of the Building or Property provided that a request for entry is made in advance and entry is at a time reasonably convenient to the Unit's Owner. In emergencies, the right of entry is immediate whether the Unit Owner is present or not. For as long as Developer or its Affiliates hold title to any Unit in the ordinary course of business they reserve the right and an easement to lease those Units to third parties.
- (3) A perpetual, blanket and nonexclusive easement in, on, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading or the improvements located on the Property or other property now or hereafter owned or controlled by the Developer or its Affiliates. Unit Owners must not in any way directly or indirectly interfere with or alter the drainage and runoff patterns, systems and improvements within the Condominium.
- (4) A perpetual, blanket and nonexclusive easement in, on, through, under and across the Common Elements for the purposes of construction, installation, maintenance and repair of lines, conduits, meters, utilities and other facilities necessary for the operation of a private cable, satellite or other type of master antenna television system. This easement may be assigned. Unit Owners must not in any way directly or indirectly interfere with or alter the use of this easement or systems. Neither the Association nor any Unit Owner is obligated by this Master Deed of the reservation of this easement to contract for the use of any such system installed in accordance with this easement.
- (5) A perpetual, blanket and nonexclusive easement in, on, through, across and over the Common Elements for access to the site entrance sign or signs. The Association is responsible to maintain and light these signs as originally constructed. Developer reserves the right to maintain these signs if the

Association fails to do so. These signs must not be altered or changed in any way without Developer's prior written consent.

- (E) Developer reserves the easement and the right to assign and to grant future easements to neighboring properties to permit the grantee to connect into one or more of the water, storm sewer, sanitary sewer, gas, electric or other utility systems servicing the Condominium all for the benefit and enjoyment of the neighboring properties; provided that the grantee of any such easement is obligated to maintain its connections to said systems and its lines. The right to grant such easements expires on Developer's conveyance of title to the last Unit ultimately to be conveyed within the Property.
- (F) Despite any language in this Master Deed to the contrary, The Developer and its successors and assigns have the absolute and sole right, without needing the consent of the Association, its Members, Owners, mortgagees or other persons; to grant, dedicate and convey roads within the Condominium to the Municipality pursuant to the New Jersey Municipal Services Act N.J.S. 40:67-23.2 et seq., and to grant and convey easements to any governmental entity, authority or agency or to any utility company; provided that the Developer in its sole discretion determines that the said grants, conveyances or easements benefit the Condominium Property.
- (G) The easements and the rights reserved herein may be assigned in whole or in part by the Developer without the consent of the Association, its Members, Owners, mortgagees or other persons. Developer may execute and record easements or other documents or permit applications necessary for the above purposes as "Owner" and on behalf of the Association and Unit Owners. All such applications will be at the Developer's sole expense.

9.03. Easement to Association.

The Association has a perpetual easement for the maintenance of any Common Elements, including those which may presently or hereafter encroach upon a Unit; and the Association, through the Board or any managing agent, or their respective agents or employees have the perpetual and nonexclusive right of access to each Unit to; inspect same, remedy any violations of the provisions of this Master Deed, the Bylaws or Rules or Regulations and to perform any operations required in connection with the maintenance, repair or replacement of or to the Common Elements or any equipment, facilities, systems or fixtures affecting or serving other Units or the Common Elements provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In cases of emergency, such right of is immediate whether the Unit Owner is present or not.

9.04. Mortgage Holder Easements.

Any Mortgage Holder, its officers, agents and employees, have a blanket, perpetual and nonexclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements or any Unit encumbered by a First Mortgage owned, insured or guaranteed by it. This right is to be exercised only during reasonable daylight hours and then, whenever practicable, only after advance written notice to and with the permission of the Board, for Common Elements, or the Unit Owner, for a Unit.

9.05. Municipal Easements and Maintenance Rights.

The Condominium is subject to a blanket, perpetual but nonexclusive easement of unobstructed ingress to and egress from, access to and travel within, on, over, under, across and through same to the municipality within which the Condominium is located, its respective officers, agents, and employees (but not the public in general), and all police, fire, ambulance and other emergency personnel in the proper performance of their respective duties (including but not limited to emergency or other personnel necessary for maintenance, repair or replacement to a Unit which the Unit Owner has failed to perform) and for emergency or other necessary maintenance, repair or replacement of the Common Elements which the Association has failed to perform. This easement for the benefit of the municipality includes a maintenance easement authorizing, but not requiring, the municipality to enter upon the Condominium for the inspection or maintenance of any detention basin or other stormwater detention facilities established within the

Condominium and for which the Association is responsible if the Association fails to fulfill its responsibilities relative thereto; the municipality will be reimbursed for such undertakings as provided for below. Except in the event of emergencies, the rights accompanying this easement must be exercised only during reasonable hours and, whenever practicable, only after advance notice to the Board of Trustees, for Common Elements, or the Unit Owners directly affected thereby.

A blanket, nonexclusive easement of unobstructed ingress to and egress from the Condominium in, on, over, across and through roadways in the Condominium is hereby declared for any Board of Education and their agents and agents of any public or private school districts serving the Condominium or Unit Owners for the purpose of providing school bus service to Condominium residents.

If the Condominium is not maintained in reasonable order and condition, the governing body of the municipality or its agents have the easement and right to enter and maintain the Condominium. The assumption of such maintenance responsibility is to be in accordance with the procedures set forth in N.J.S. 40:55D-43(b). The cost of same will be assessed, enforced and collected in accordance with N.J.S. 40:55D-43(c). Despite any limitations as to the applicability of N.J.S. 40:55D-43(b) and N.J.S. 40:55D-43(c) to the maintenance of "open space," this Paragraph is to apply to all of the maintenance obligations set forth in this Master Deed. The cost of such maintenance by the municipality will be assessed pro rata against the Owners of each Unit in the Condominium, is a lien and tax against each Unit in the Condominium, and may be enforceable by the Municipality in the manner provided by law with respect to real estate taxes assessed directly against each Unit.

9.06. Utility Easements.

The Condominium is subject to a blanket, perpetual and nonexclusive easement in, on, over, across and through the Common Elements and Limited Common Elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power, gas, telephone, security alarm, satellite or cable or other type of television, fire suppression or lawn sprinkler; systems, facilities, equipment, mains, conduits, wires, poles, transformers, meters and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility or other systems serving the Property. Said easements are for the benefit of any governmental agency, utility company or other person or entity that requires same for the purpose of maintaining, etc. said systems or furnishing one or more of these services. The width of this easement is to be of reasonable size so as not to interfere with the use and enjoyment of the Common Elements.

10 ADMINISTRATION AND POWER OF ATTORNEY

10.01. The Administering Association.

The Condominium will be administered, supervised and managed by the Association, which acts by and on behalf of Condominium Unit Owners, in accordance with this Master Deed, the Bylaws and the Condominium Act. The Bylaws are an integral part of the plan of ownership herein described and this Master Deed is to be construed in conjunction with the provisions of the Bylaws. Pursuant to the requirements of the Condominium Act, the Association is hereby designated as the form of administration of the Condominium; and the Association is hereby vested with the rights, powers, privileges and duties necessary to and incidental to the proper administration of the Condominium, the same being more particularly set forth in the Bylaws. The Association is empowered to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law or which may be delegated by the Unit Owners. Nothing to the contrary, contained either in this Master Deed, the Certificate of Incorporation or the Bylaws serves to exculpate members of the Board appointed by the Developer from their fiduciary responsibilities. In accordance with N.J.A.C. 5:26-8.2, the Association:

- (a) subject to this Master Deed, the Bylaws, the Declaration of Covenants and Restrictions, if any, or other instruments of creation, may do all that it is legally entitled to do under the laws applicable to its form of organization;

- (b) is to discharge its powers to protect and further the health, safety and general welfare of Condominium residents; and
- (c) is to provide a fair and efficient procedure for the resolution of disputes between individual Unit Owners and the Association, and between different Unit Owners that is to be readily available as an alternative to litigation.

While the Developer controls of the Association Board of Trustees, the Developer may not take any action which adversely affects a Unit Owner's rights under N.J.A.C. 5:25-5.5. Claims against the Developer for defects in Common Elements must be processed in accordance with N.J.A.C. 5:25-5.5 regarding warranty coverage and claims.

10.02. Association's Power of Attorney.

By acceptance of a deed to a Unit or by acceptance of any other legal or equitable interest in the Condominium, each contract purchaser, Unit Owner, mortgagee, lienholder or other person having any legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Association as attorney-in-fact for the following purposes:

- (a) to acquire title to or lease any Unit whose Owners desire to surrender, sell or lease same, in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or to otherwise dispose of any such Units so acquired or to sublease any Units so leased by the Association;
- (b) to prepare, execute and record Amendments and Supplements to the Master Deed. At no time can the Association or the Board impose any right of first refusal or similar restriction on Units.

11 RESTRICTIONS

11.01. General Restrictions.

Units and Limited Common Elements appurtenant to any Unit cannot be used for any purpose other than as a private residence except for those Units used by the Developer as sales, administrative or other offices or models. Unit Owners, tenants and occupants of Units may use the Common Elements in accordance with the purposes for which they are intended but may not hinder or encroach on the lawful rights of other Unit Owners, tenants or occupants. Unit Owners must not cause or permit anything to be stored or kept in attic or roof areas (except limited light attic storage in accordance with attic storage option provided by the Developer, if applicable; nor can they permit anything to be hung, displayed or placed on the outside walls, doors or windows of any Building whether or not Common Elements, except in accordance with Association Rules and Regulations. Unit Owners and occupants must not store or use anything including but not limited to bicycles, wood, barbecue or other grills or garbage/recycling containers on the Limited Common or Common Elements including but not limited to balconies, Unit entryway areas, breezeways, porches, patios, decks and sidewalks except in compliance with Association Rules and Regulations. Signs are not permitted on the exterior or interior of any Unit. Electric barbecue grills are the only type of grills permitted, except if other types of grills are allowed by the Rules and Regulations. Unit Owners must not permit anything to be done or kept in their Unit or in the Common Elements which will result in the cancellation of insurance on any Building or contents thereof, or which is in violation of any law; or which will increase the rate of insurance of any Buildings or contents thereof applicable for residential use, except in compliance with Association Rules and Regulations. Waste must not be committed on or to any of the Common Elements. Trusses which make up the roof structure are Common Elements and must not be altered in any manner. Flooring above ceiling trusses are for access only and are not to be used for any storage. Unit Owners must not obstruct, cover, paint or otherwise interfere in any way with the proper operation of any fire suppression sprinkler or alarm system which may be installed in a Unit. Unit Owners and occupants must keep operational any fire or smoke alarm

systems in their Units and not obstruct their operation. Noxious and offensive activities and noise are not permitted or allowed in or on the Common Elements or any Unit nor can anything be done therein either willfully or negligently which is or may become an annoyance or nuisance to Condominium residents.

Recreational vehicles (campers, house trailers, motor homes, etc.) and Commercial Vehicles must not be parked overnight on the Common or Limited Common Elements without the prior written approval by the Board or its designated committee or representative for this purpose, except if parked within enclosed motor vehicle garages or in areas designated in Association Rules and Regulations, if any. Vehicles are not to be used as living quarters. "Commercial vehicles" refers to pick-up trucks, vans, trucks, tractors, trailers, wagons, or any oversized or other motor vehicles having commercial license plates or used for commercial purposes or which have advertisements of one or more businesses painted or permanently affixed to same and which cover an aggregate of more than 30 square inches.

Owners are not permitted to use or install any loudspeaker, solar collector, floodlight, on the line, window air conditioner, fan, heat pump or other similar cooling, heating or ventilating device in any window, door or other exterior opening of a Unit or Common Element without the prior written approval of the Board or its designee. Garages may not be converted to living space or storage space to the extent that inhibits the use of the garage for motor vehicle parking or storage as originally designed.

Units must be heated to the extent necessary to prevent damage to the Unit or Common Elements from freezing temperatures from October 1, through April 30 of each year, even if the Unit is not occupied. Unit Owners who fail to heat their Unit are obligated to pay a Remedial Common Assessment and the costs of any damage caused to any part of the Condominium except to the extent covered by the Association's insurance proceeds.

Unit Owners and occupants are not permitted to plant or maintain any matter or things on, in, over, or under the Common Elements or Limited Common Element without the prior written consent of the Board unless permitted by the Rules and Regulations.

The Board, pursuant to the Bylaws, must adopt Rules and Regulations which will be in addition to and supplement to restrictions on use of Units and the Common Elements. As long as the Rules and Regulations are consistent with the intent and purposes set forth herein, they are not deemed to be amendments.

11.02. Occupancy of Units.

Units must be occupied in accordance with the restrictions and limitations contained in this Master Deed, the Bylaws and the Rules and Regulations. Units must be used by their Owners and occupants only for private, single family residential living by those persons living together in the Unit as a bona-fide single housekeeping unit. At any given time, there must be not more than a total of: 2 full-time residents of a 1 bedroom Unit; 4 full-time residents of a 2 bedroom Unit; 6 full-time residents of a 3 bedroom Unit; and 7 full time residents in a 4 bedroom Unit. For purposes of this Paragraph, "full-time resident" means any person (Owner, tenant, guest, lessee, invitee, licensee, etc.) who lives, sleeps, eats or uses the Unit as their habitat more than using another habitat for such purposes during any given month. A Unit's residents need not be related by blood, marriage, adoption or otherwise.

The purpose of this Paragraph is to: preserve a stable residential home character; control population density, parking and traffic volumes; protect health and safety by preventing overcrowding of the Condominium; and to create a reasonable relationship between the total number of residents, habitable floor area, sleeping, and health facilities.

11.03. Rental Restrictions on Units.

Units must not be rented or used by their Owners for transient or hotel purposes, which is defined as (a) rental for any period of less than 180 days, or (b) rental if the Unit's occupants are provided customary hotel services, such as room, food and beverage, maid, laundry, linen, bell hop, etc. Other than the foregoing restriction and the requirement that not less than the entire

Unit may be leased during any applicable time period, Unit Owners (including the Developer and its Affiliates) have the absolute right to lease any Unit. All leases must be in writing and state that their terms are subject to the covenants, conditions and restrictions contained in this Master Deed, the Bylaws, the Rules and Regulations and the Condominium Act, and that failure by the lessee to comply with the terms of those documents is a default under the lease. Each lease must contain the assignment of lease, rent and other language required by and set forth in Article 4.05 of the Bylaws. If a Unit lessee fails to comply with the provisions of this Master Deed, the Bylaws or Rules and Regulations or the Condominium Act; then, in addition to all other remedies which it may have, the Association may notify the Unit Owner of the violation and demand it be remedied through the Unit Owner's efforts within 30 days after the notice. If the violation is not so remedied, then the Unit Owners at their own expense must immediately thereafter institute and diligently prosecute an eviction action against their lessee or other Unit occupant on account of such violation. Such action must not be compromised or settled without the prior written consent of the Board or its designee. If the Unit Owner fails to undertake or complete the foregoing; then the Board has the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner at the Unit Owner's sole cost and expense, including all costs and attorney and paraprofessional fees incurred. Those costs and expenses will constitute a lien on the particular Unit. Collection thereof may be enforced by the Board in the same way as the Board enforces collection of assessments. By accepting a deed to any Unit, each Unit Owner automatically and irrevocably name, constitute, appoint and confirm the Board as their attorney-in-fact for the purposes described in this Paragraph. Failure of the Board to act under its above rights is not a waiver of same.

The Owners do not have the right to use the Common Elements and common facilities during any period that their Unit is occupied by others or leased to third parties.

11.04. Modification of Units.

Unit Owners cannot make or allow to be made any structural modifications or alterations in or to their Unit without the prior written consent of the Association or of its duly authorized representative appointed in accordance with its Bylaws. No acts are permitted to be done by a Unit Owner or occupant under any circumstances which impairs or may tend to impair the structural integrity or adversely affect any Building, Unit or Common Elements. Interior partitions or non-bearing walls in each Unit may be removed or replaced by the Unit Owner subject to the prior written approval of the Board. If a Unit Owner removes or replaces any interior partitions or non-bearing walls, no amendment to the Master Deed is necessary or required. No Unit may be partitioned or subdivided without prior written approval of any Eligible Mortgage Holder for that Unit and the Board. None of the foregoing approvals apply or are required to be obtained by the Developer before the initial conveyance of any Units it owns.

Unit Owners and occupants must not: erect or have erected any fence, partition, wall, divider or similar structure interior or exterior to their Unit other than any such structure erected by the Developer; make or allow to be made any alterations or replacements to the exterior of the Unit including, but not limited to doors, windows or skylights (despite that such alteration or replacements are to portions of the Unit), or to any Common Elements without the prior written approval of the Board or its representatives.

Nothing prohibits the reasonable adaptation of any Unit for handicapped use.

11.05. Penalties.

Each Owner, tenant and occupant of a Unit must comply with this Master Deed, the Bylaws and the Rules and Regulations. Failure to comply is grounds for an action to recover sums due or damages, or for injunctive relief. To the extent permitted by law, the Board has the power to implement a system for imposing fines and penalties and assessing interest on any Unit Owner who violates or whose tenants or occupants violate this Master Deed, the Bylaws or Rules and Regulations.

11.06. Provisions Applicable to the Affordable Units.

The Condominium may ultimately contain up to 39 Affordable Units that are subject to the Affordable Housing Plan (see Exhibit J hereto) and all applicable laws and regulations.

12 REQUIRED INSURANCE AND DISPOSITION OF PROCEEDS

12.01. Restoration and Replacement of Condominium in Event of Fire, Casualty or Obsolescence.

If fire or other casualty or disaster results in damage to a Building or the Common Elements, the provisions of Article 6.01 and 6.02 of the Bylaws govern the decision as to restoration, replacement or any election not to do so.

All decisions concerning the obsolescence of Buildings in the Condominium or the Common Elements, the sale of Condominium property and their demolition or replacement is determined in accordance with Article 6.03 of the Bylaws.

The Association, acting by and on behalf of Unit Owners, insures the Buildings and other insurable property against risk of loss by fire and other casualties covered by a broad form fire and extended coverage policy, including vandalism and malicious mischief and such other risks as the Board from time to time determines, all in accordance with the Bylaws. Nothing contained herein or in the Bylaws prohibits any Unit Owners from obtaining insurance for their own benefit. However, Unit Owners cannot insure any part of the Common Elements whereby, in the event of loss, the Association's right to recover in full under its own insurance policies for such loss is diminished or impaired in any way.

13 PROTECTIVE PROVISIONS FOR THE BENEFIT OF MORTGAGE HOLDERS

13.01. General.

"Notice Mortgagee" means any Mortgage Holder holding a First Mortgage who has given the Association written notice in the manner hereafter set forth of its desire to receive notice of those matters that are the subject of Paragraphs 13.02 through 13.06 and 13.09 of this Master Deed. Any such notice to the Association must state the name of the Mortgage Holder, the address to which notices are to be sent, to whom it should be directed, and must sufficiently identify the Unit for which the Notice Mortgagee is the Mortgage Holder of a First Mortgage. It is the Notice Mortgagee's obligation to keep the Association informed of any change of address to which required notices is to be sent. The Association is deemed to have fulfilled its obligation and a Notice Mortgagee is deemed to have been given any required notice hereunder if the Association mails the required notice to the Notice Mortgagee at the address given by it to the Association in the manner provided herein.

The way the Notice Mortgagee and the Association gives the notices required to each other pursuant to this Paragraph 13 is by United States Postal Service, certified mail, with return receipt requested with sufficient prepaid postage affixed thereto, addressed to the last known address of the intended recipient.

13.02. Prior Written Approval of 51% of Notice Mortgagees.

The prior written approval of at least 51 percent of Notice Mortgagees is required for any material amendment to this Master Deed, the Bylaws or the Association's Certificate of Incorporation, including, but not limited to, any amendment that would change any provision relating to the:

- A. voting rights;
- B. reserves for maintenance, repair and replacement of Common Elements;
- C. responsibility for maintenance and repairs;
- D. reallocation of interests in the General or Limited Common Elements, (except as permitted by Paragraphs 14 and 15 of this Master Deed);
- E. boundaries of any Unit (except as contemplated by Paragraph 4.02 of this Master Deed);

- F. convertibility of Units into Common Elements or vice versa (except as expressly contemplated by this Master Deed);
- G. expansion or contraction of the Condominium, or the addition, annexation or withdrawal of land to or from the Condominium (except as expressly contemplated by Paragraphs 14 and 15 of this Master Deed);
- H. insurance or fidelity bonds;
- I. leasing of Units;
- J. imposition of any restrictions upon Unit Owners' right to sell or transfer their Unit;
- K. decision by the Condominium Association to establish self-management rather than professional management;
- L. restoration or repair of the Condominium (after damage, destruction or condemnation) in a manner other than this Master Deed specifies;
- M. action to terminate the legal status of the Condominium as a Condominium after substantial damage or condemnation occurs;
- N. any provisions that expressly benefit Notice Mortgagees; or
- O. assessment allocations, assessment liens or subordination of assessment liens.

The notice given to Notice Mortgagees pursuant to Paragraph 13.01 of this Master Deed with regard to any proposed material amendment as aforesaid must include a copy of the proposed amendment.

13.03. Prior Written Approval of 67% of Notice Mortgagees.

The prior written approval of at least 67 percent of the Notice Mortgagees is required before the effectuation of any decision by the Unit Owners to terminate the legal status of the Condominium as a condominium for reasons other than substantial destruction or condemnation.

13.04. Implied Approval of Notice Mortgagees Assumed.

In spite of the requirements of prior written approval of Notice Mortgagees required in Paragraphs 13.02 and 13.03 of this Master Deed, provided that the Association serves proper notice on Notice Mortgagees as required by Paragraphs 13.02 and 13.03 and in the manner provided in Paragraph 13.01 of this Master Deed; the Association may assume implied approval of a Notice Mortgagee by its failure to submit a written response to any notice given within 30 days after it receives such notice as provided herein and so long as delivery of the notice is confirmed by a signed certified mail return receipt.

13.05. Additional Notices.

Notice Mortgagees are also entitled to timely written notice of:

- A. any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Notice Mortgagee's loan; and no Unit Owner or other party has priority over such Notice Mortgagee with respect to the distribution to such Units of the proceeds of any condemnation award or settlement in the event of condemnation or with respect to the distribution to such Units of any insurance proceeds in the event of casualty loss;
- B. any 60 day delinquency in the payment of annual regular Common Expense assessment installments or other Common Expense assessments or charges owed to the Association by the Owner of any Unit for which the Notice Mortgagee holds a Mortgage;

C. a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

D. any proposed action that requires the consent of a specified percentage of Notice Mortgagees.

13.06. No Partition.

Units may not be partitioned or subdivided without the prior written approval of a Notice Mortgagee holding a Mortgage on such Unit.

13.07. Common Expense Lien Subordinate.

Any lien the Association has on any Condominium Unit for the payment of any assessments, regardless of its nature, is subordinate to the lien or equivalent security interest of any First Mortgage on the Unit recorded prior to the date any such assessment became due. If a mortgagee of a First Mortgage or other purchaser or a Unit obtains title to such Unit as a result of foreclosure of a First Mortgage, such acquirer of title and their successors and assigns, except to the extent permitted by New Jersey or federal law, is not liable to the Condominium Association for the share of Common Expense or other assessments pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid shares of Common Expense and other assessments are Common Expenses collectible from all of the remaining Unit Owners including such acquirer and their successors and assigns.

13.08. Maintenance and Inspection of Records.

The Association must maintain current copies of this Master Deed, the Certificate of Incorporation, the Bylaws, the Association Rules and Regulations, and any respective amendments or supplements to them, as well as its own books, records and financial statements. They must be reasonably available for inspection by Unit Owners and Permitted Mortgage Holders. Any Permitted Mortgage Holder must, upon prior written request (a) be permitted to inspect the documents, books and records of the Association during normal business hours, and (b) receive an annual audited financial statement of the Association within 90 days following the end of any Association fiscal year.

13.09. Notice of Meetings.

Any Notice Mortgagee must receive written notice of all Association meetings and is permitted to have its representative attend all such meetings.

13.10. Liability for Common Expense Assessments.

Any Mortgage Holder that obtains title to a Unit as a result of foreclosure of a First Mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns; is not liable to the Condominium Association for the share of Common Expense or other assessments pertaining to such Unit or chargeable to the former Unit Owners which became due prior to acquisition of title, except to the extent permitted by New Jersey or federal law. Such unpaid share of Common Expense and other assessments are Common Expenses collectible from all of the remaining Unit Owners including such acquirer and their successors and assigns.

13.11. Management Agreements.

Any Condominium management agreement entered into by or on behalf of the Association must be terminable by the Association, with or without cause upon 90 days prior written notice thereof. The term of any such agreement shall not exceed 1 year.

13.12. Common Expense Default.

In spite of the absence of any express provision to such effect in any Mortgage instrument, in the event that there is any default in the payment of any installment of any Common Expense assessment, regular or otherwise, for a Unit, any Mortgage Holder holding a Permitted Mortgage which encumbers such Unit is entitled to declare such Mortgage in default in the same way that is permitted by such Mortgage with respect to any default in the payment of real estate taxes.

14 DEVELOPER'S RIGHTS AND OBLIGATIONS

14.00. Developer's Reservation of Amendment Rights/Power of Attorney.

The Developer reserves for itself and its Affiliates, for a period of 10 years from the date the first Unit is conveyed to an individual purchaser or until the closing of title of not less than 370 Units, whichever event occurs first; the right to execute on behalf of all contract purchasers, Unit Owners, Institutional Lenders, Permitted Mortgagees, eligible insurers or guarantors, other lien holders or parties claiming a legal or equitable interest in the Condominium or Units, any such agreements, documents, amendments or supplements to the Master Deed and Bylaws which may be required to effectuate the changes enumerated below. However no agreement, document, amendment or supplement can effect a material physical modification to or adversely affect the value of a Unit or the priority or validity of any Mortgage on any Unit without the prior written consent of its mortgagees and Unit Owners.

As a requirement to being the transferee or recipient of any interest in the Condominium or a Unit, every transferee must execute the deed by which title or interest is conveyed to such transferee. Each deed must explicitly set forth and provide (and if it does not do so such deed is deemed to have implicitly provided) that the transferee does irrevocably name, constitute, appoint and confirm Developer as Attorney-in-Fact for such transferee for the purposes set forth in this Paragraph of the Master Deed. Furthermore, by acceptance of any Unit deed or by the acceptance of any other legal or equitable interest in the Condominium or any Unit, each and every contract purchaser, Unit Owner or occupant, and the holder of any mortgage or other lien does automatically and irrevocably name, constitute, appoint and confirm Developer as Attorney-in-Fact for the purpose of executing such amended Master Deed and other instruments necessary to effect the foregoing.

This Power-of-Attorney is declared and acknowledged to be coupled with an interest in the subject matter hereof that runs with the title to any Unit and is binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said Power-of-Attorney is not affected by the death or disability of any principal and is intended to deliver all rights, title and interest of the principal in and to said power.

Developer may use the rights set forth and granted in this Paragraph 14 to effectuate the following changes, enumerated by way of description and not limitation:

14.01. Increases.

Adding Units, Property and lands to the Condominium and thereby proportionately adjusting the Units' respective undivided share of and interest in the Common Elements, their share of Association Common Expenses and voting rights. However, the voting right and proportionate share of Common Elements for each Unit always equals a fraction which is equal to one divided by the total number of Units then declared to be in the Condominium, as set forth in the Master Deed or its Amendments and Supplements. Before the closing of title on any Unit in any Building affected, the Developer may amend and supplement the Master Deed to alter or fix the location, configuration, shape and size of any Building, and the size, shape, number and configuration of any Unit in any Building.

14.02. Easements.

To grant, add to or alter the location, size or purpose of easements and lands for utilities, roads, access, ingress or egress, drainage or financing purposes; or to convey or assign such easements to the appropriate governmental authority, utility agency or company, title insurance company or as otherwise set forth in this Master Deed.

14.03. Use of Easements.

To permit the Developer, its agents, Affiliates, employees or subcontractors to utilize easements, roads, drainage facilities, utility lines and the like within or servicing the Condominium.

14.04. Surrender of Developer's Rights.

To surrender or modify the Developer's rights in favor of the Unit Owners or Association, or their respective mortgagees.

14.05. Technical Changes.

To correct, supplement or provide technical changes to the Master Deed, Bylaws or other documents that create or implement the creation of the Condominium or Association.

14.06. Miscellaneous Changes.

To amend the Master Deed, Bylaws or other documents that create or implement the creation of the Condominium or the Association to qualify the Property for programs and requirements of the secondary mortgage market and lenders in same, such as the Federal National Mortgage Association, Federal Unit Loan Mortgage Corporation or any other similar secondary mortgage lender; or as required by governmental or quasi-governmental agencies with regulatory jurisdiction over the Condominium; by any title insurance company insuring title to a Unit; or to comply with a court order or decree.

14.07. Changes Prohibited.

The Developer is not permitted to cast votes held by it for unsold lots, parcels, Units (finished and unfinished) or interests for the purpose of amending the Master Deed, Bylaws or any other document to change the permitted use of a lot, parcel, Unit or interest, or for the purpose of reducing the Common Elements or facilities dedicated to the Condominium. However, Developer is permitted to cast its votes on all other matters as permitted by law.

14.08. Effective Date of Amendment.

Any Amendment or Supplement to the Master Deed is effective on its being recorded in the office of the Recording Officer. The party recording same (the Developer or the Association) will thereafter provide copies to the Association, each Owner and Eligible Mortgage Holders, as applicable.

15 SPECIAL DEVELOPER RIGHTS AND OBLIGATIONS

15.01. Ratification, Confirmation and Approval of Agreements.

While Developer designated Trustees serve on the Board, all contracts the Association enters into must be in compliance with the New Jersey Condominium Act (NJSA 46:8B-1, et. seq.). The fact that some or all of the Association and the Developer's officers, Trustees, Members or employees may be identical and the fact that the Developer or its Board designees or Affiliates have entered or may hereafter enter into contracts with the Association or with third parties, does not invalidate those contracts. The Association and Members must abide by, honor and comply with the terms and conditions thereof. The purchase of a Unit and the acceptance of the deed therefore by any person constitutes ratification, confirmation and approval by such purchaser, its heirs, legal representatives, successors and assigns of the propriety and legality of said contracts or other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Certificate of Incorporation or the Bylaws.

15.02. Rights Reserved to Developer.

Despite anything to the contrary herein or in the Certificate of Incorporation or Bylaws, the Developer hereby reserves the following rights for itself, its successors and assigns:

- A. the right, for so long as it owns one or more Units in the Condominium, to sell, lease, mortgage or sublease any unsold Units;
- B. The right but not the obligation to dedicate as part of the Condominium, on a phased basis, those additional lands, Buildings, Units and other improvements described and depicted in Exhibits "A" through "G" hereto, other than the initial Phases dedicated to the Condominium by the recording of this Master Deed. Said dedications and development is limited to improvements that are consistent with the residential character of the Condominium and may include the dedication of and development on the lands depicted on Exhibits "A" and "B" hereto of, in the aggregate, of up to the maximum number of Units set forth in Paragraph 3.01 hereof or such greater number of additional Units as may be so approved by all governmental authorities with jurisdiction. Developer reserves the right to seek amendment to or modification of present and future development approvals and permits from applicable governmental authorities. The construction of the Property, including the type, character,

design, quantity, etc. of site improvements, Units, Buildings and other improvements is in the sole and absolute discretion of the Developer subject only to the approval of and regulation by all governmental authorities with jurisdiction over such improvements.

The Developer's right of development hereby reserved are to be exercised and discharged by the Developer by the recording in the office of the Recording Officer of appropriate Amendments and Supplements to this Master Deed and its Exhibits which will incorporate the additional lands, Units and other improvements into the Condominium as Units and Common Elements. Such Amendments and Supplements will include such amendatory, supplemental or replacement Exhibits as are necessary, if any, to graphically identify the additional Phases and the additional Units and Common Elements. Any such Amendments and Supplements is not operative until duly recorded in the office of the Recording Officer. Any changes effected thereby will be fully binding upon all contract purchasers, Unit Owners and all holders of mortgages encumbering Units in the Condominium. Nothing herein is to be construed to authorize or permit annexation or incorporation of any lands to the Condominium except by an Amendment and Supplement duly adopted pursuant to this Master Deed.

By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each contract purchaser, Unit Owner, mortgagee or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Developer, its successors and assigns, as Attorney-In-Fact for the purpose of executing Amendments and Supplements to this Master Deed and any other instruments necessary to effect the rights reserved to the Developer. This Power-of-Attorney is declared and acknowledged to be coupled with an interest in the subject matter hereof and runs with title to any and all Units and is binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. The Power-of-Attorney is not affected by the death or disability of any principal and is intended to deliver all rights, title and interest of the principal in and to said power.

15.03. Transfer of Special Developer Rights.

Special rights created or reserved to the Developer under this Master Deed ("Special Developer Rights") may only be transferred by an instrument evidencing the transfer recorded in the office of the Recording Officer. The instrument is not effective unless executed by the transferee.

15.04. Liability of Transferor.

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

- (A) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon it. Lack of privity does not deprive any Unit Owner or the Association of standing to bring an action to enforce any obligation of the transferor.
- (B) If a transferor retains any Special Developer Right, or if a successor to any Special Developer Right is an Affiliate of the Developer, the transferor is liable for all obligations and liabilities imposed on the Developer or by the Master Deed arising after the transfer and is jointly and severally liable with the Developer's successor for the liabilities and obligations of the successor which relate to the Condominium.
- (C) A transferor who does not retain any Special Developer Rights has no liability for any act or omission or any breach of a contract, warranty or other obligation arising from the exercise of any Special Developer Right by a successor developer who is not an Affiliate of the transferor.

15.05. Transfer of Rights Requested.

Unless otherwise provided in a mortgage release or other mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under a deed of trust or sale under any bankruptcy or receivership proceedings of any Units owned by Developer; a person or entity acquiring title to all the Units being foreclosed or sold, but only upon its request, succeeds to all Special Developer Rights or only to any such Special Developer Rights to maintain models, sales

and other offices and signs. The judgment or instrument conveying title must provide for transfer of only the Special Developer Rights requested by the transferee. If it is silent, all possible Special Developer Rights are so transferred until a subsequent Special Developer Rights document is recorded.

Upon foreclosure, sale by a trustee under a deed of trust or sale under any bankruptcy or receivership proceedings of all Units in the Condominium owned by the Developer; (1) the Developer ceases to have any such Special Developer Rights, and (2) the period of Developer's control of and the right to designate Board members terminates unless the judgment or instrument conveying title provides for transfer of all such Special Developer Rights to the successor developer.

15.06. Liability of Successors.

The liabilities and obligations of persons or entities who succeed to all Special Developer Rights is as follows:

- (A) A successor to all such Special Developer Rights who is an Affiliate of the Developer is subject to all obligations and liabilities imposed on the Developer by law or by this Master Deed.
- (B) A successor to all such Special Developer Rights, other than a successor described in Paragraph 15.06 (C) or (D) who is not an Affiliate of the Developer is subject to all obligations and liabilities imposed on the Developer by law or this Master Deed, but is not subject to liability for misrepresentations or warranty obligations on improvements installed or for a breach of fiduciary obligation by any previous Developer or made before the Condominium was created.
- (C) A successor who is not an Affiliate of the Developer who succeeds to only a Special Developer Right to maintain models, sales and other offices and signs may not exercise any other Special Developer Rights. Such a successor is not subject to any liability or obligation as a developer, in general; nor is it subject to any liability or obligation, if any, as a successor to the Developer.
- (D) A successor to all Special Developer Rights who is not an Affiliate of the Developer and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under Paragraph 15.05 hereof may declare its intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Developer Rights to any person acquiring title to any Unit owned by the successor or until recording an instrument permitting exercise of all those rights, that successor may not exercise any rights other than the right to control the Board for the duration of any period of time a Developer may control the Board as permitted by law, the Master Deed and the Bylaws. Any attempt to exercise of any other Special Developer Rights by the successor is void. So long as a successor Developer does not exercise Special Developer Rights under this Paragraph, it is not subject to any liability or obligation as a developer other than liability for that successor's acts and omissions under this Master Deed.

16 GENERAL PROVISIONS

16.01. Severability of Provisions Hereof.

It is the Developer's intent that this Master Deed's provisions are severable so that if any of its provisions, conditions, covenants or restrictions are invalid or void under any applicable law, the remainder is unaffected thereby. If any provision, condition, covenant or restriction, is at the time of recording of this Master Deed, void, voidable or unenforceable as being contrary to any applicable law, the Developer and Unit Owners covenant that any future amendments or repeals to those laws having the effect of removing said invalidity, voidability or unenforceability; are deemed to apply retroactively to this Master Deed thereby operating to validate those provisions that otherwise are or might be invalid. Any such amendments or repeals to the said laws have

the effect described above as fully as if they had been in effect at the time of the execution of this instrument.

16.02. Amendment of Master Deed - Termination.

This Master Deed may be amended at any time by a vote of at least 67 percent of all Members, at any Association meeting duly held in accordance with the Bylaws; provided, however, that such amendments are subject to Paragraph 13.00 hereof and its SubParagraphs; and that any amendment, deed of revocation or other document regarding termination of the condominium form of ownership are governed as set forth below. No amendment is effective until recorded in the office of the Recording Officer. This Paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Developer pursuant to Paragraph 14 hereof. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the Unit Owners in the manner required for the execution of a Deed, and such amendment is effective when recorded as set forth above.

No Amendment and Supplements are to impair or adversely affect the rights of the Developer or cause the Developer to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the marketing and sale of Units, or the imposing of any capital improvements assessment on the Developer.

Despite the foregoing, the Developer is not permitted to cast any votes held by it for unsold Units for the purpose of amending this Master Deed, the Bylaws or any other document for the purpose of changing the permitted use of a Unit or to reduce the Common Elements or facilities.

Despite anything to the contrary herein, an Amendment and Supplement, deed of revocation, or other document is effective to terminate the Condominium form of ownership upon the written approval of 80 percent in interest of all non-Developer Unit Owners, and the written approval of the Developer for so long as it holds 1 Unit for sale or lease in the ordinary course of business.

16.03. Provisions of this Master Deed and Exhibits to be a Covenant Running with the Land.

The present title to the Property herein described and the title to each Unit hereafter to be conveyed and the acquisition of title by any person to a Unit means that the acquirer adopts and ratifies and will comply with the provisions of this Master Deed, the Bylaws and Rules and Regulations as well as any lawfully adopted amendments and supplements to them. The covenants, agreements and restrictions set forth herein run with the land and are binding on the Developer (except as conditioned herein), all Unit Owners and the successors and assigns of each, as their interest appear.

16.04. Conflicts.

In the event of a conflict between the provisions of this Master Deed and the Bylaws, the provisions of the Master Deed control.

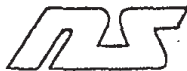
17 CONDOMINIUM RULES AND REGULATIONS

17.01. Authority.

The Board is empowered to promulgate, adopt, amend and enforce such Association Rules and Regulations as it, in its sole and absolute discretion, deems necessary and proper to effectuate the provisions of this Master Deed, including, by way of description but not by way of limitation those deemed necessary and proper to ensure that Unit Owners perform in accordance with those covenants and restrictions imposed upon them and discharge and perform those obligations and duties for which they are responsible.

17.02. Publication.

Association Rules and Regulations adopted by the Board subsequent to a Unit Owner's acquisition of title to a Unit are not effective until either; a) they are posted in the office of the Association or on the Property in a bulletin or other type of a board or at another location used for notices to Members, or b) until written notice of the Rules and Regulations is given to the Unit Owner pursuant to Article 13.08 of the Bylaws. Once such notice is given, the Association



NASSAU SURVEYING
 Division of Van Note-Harvey Associates, P.C.
 Land Surveyors
 777 Alexander Road
 P.O. Box 3227
 Princeton, New Jersey 08543-3227

Phone: (609) 243-0428

FAX (609) 987-0005

Order No. 4-11-32228-51
 West Windsor Twp. Tax Map
 Sheets 19.04, 20.03 24.02,
 24.04, 25.01 & 25.03
 Block 15.11
 Lots 40 & 53

DESCRIPTION OF PROPERTY FOR
 WESTMINSTER REALTY CORP. SITUATE
 LYING AND BEING IN THE TOWNSHIP OF
 WEST WINDSOR, COUNTY OF MERCER,
 STATE OF NEW JERSEY.

December 18, 1998

BEGINNING at a capped iron pin found in the northerly line of Village Road West, thirty-three (33) feet as measured at right angles from the centerline thereof, said point bearing the following two (2) courses; from a point formed where the centerline of said Village Road West intersects the centerline of Deerfield Drive, ninety (90) feet in width, and from said point of intersection running thence; (A) along the centerline of Village Road West, South eighty degrees, twelve minutes, twenty-nine seconds West (S 80° 12' 29" W) two hundred three and ninety-four hundredths (203.94) feet to a point, thence; (B) North thirteen degrees, six minutes, thirty-eight seconds East (N 13 06' 38" E) thirty-five and eighty-two hundredths (35.82) feet to the aforesaid beginning point and from said beginning point running thence;

- (1) Along the northerly line of Village Road West, the following three (3) courses; South eighty degrees, twelve minutes, twenty-nine seconds West (S 80° 12' 29" W) thirteen hundred seventy-five and sixty-five hundredths (1375.65) feet to a capped iron pin found marking a point of curve, thence;
- (2) Along a curve bearing to the left in a westerly direction, having a radius of fourteen hundred forty-nine and nineteen hundredths (1449.19) feet, an arc length of three hundred ten and seventy-seven hundredths (310.77) feet, the chord of said curve bearing, South seventy-eight degrees, eighteen minutes, twenty-two seconds West (S 78° 18' 22" W) three hundred ten and seventeen hundredths (310.17) feet to a capped iron pin found marking a point of tangency, thence;
- (3) South seventy-two degrees, nine minutes, forty-six seconds West (S 72° 09' 46" W) seven hundred forty-four and forty-seven hundredths (744.47) feet to a capped iron pin found in the easterly line of lands of Diane and Drewe Schoenholz, thence;
- (4) Along the last mentioned lands, the following two (2) courses; North eleven degrees, twenty-seven minutes, eighteen seconds West (N 11° 27' 18" W) eleven hundred ten and sixteen hundredths (1110.16) feet to a capped iron pin found, thence;
- (5) South seventy-two degrees, twenty-seven minutes, forty-six seconds West (S 72° 27' 46" W) one hundred ninety and no hundredths (190.00) feet to a point in the easterly line of lands of Isador Poli, etux, thence;
- (6) Along the last mentioned lands, the following two (2) courses; North eleven degrees, twenty-seven minutes, eighteen seconds West (N 11° 27' 18" W) two hundred eighty-seven and six hundredths (287.06) feet to a capped rebar found, thence;
- (7) South eighty degrees, thirteen minutes, thirty-seven seconds West (S 80° 13' 37" W) two hundred twelve and sixty-seven hundredths (212.67) feet to a capped iron pin found in the easterly line of lands of Charles W. and Mildred E. Tyndalè, thence

- (8) Along the last mentioned lands, the following three (3) courses; North eleven degrees, thirty-five minutes, twenty-seven seconds West (N 11° 35' 27" W) one hundred forty-eight and twenty hundredths (148.20) feet to a capped iron pin found, thence;
- (9) South seventy-five degrees, seven minutes, five seconds West (S 75° 07' 05" W) five hundred fifteen and eighty-seven hundredths (515.87) feet to a capped iron pin found, thence;
- (10) South eleven degrees, thirty-five minutes, twenty-seven seconds East (S 11° 35' 27" E) one hundred forty-nine and twenty-six hundredths (149.26) feet to a capped iron pin found marking the northeasterly corner of lands of John F. and Lois V. Robbins, thence;
- (11) Along the last mentioned lands, South seventy-six degrees, twenty-three minutes, twenty-two seconds West (S 76° 23' 22" W) five hundred seventy-six and sixty-nine hundredths (576.69) feet to a capped iron pin found in the easterly line of other lands of said Robbins, thence;
- (12) Along the last mentioned lands, North thirteen degrees, forty-three minutes, eleven seconds West (N 13° 43' 11" W) five hundred forty-two and forty-three hundredths (542.43) feet to a capped iron pin found in the southeasterly line of lands of National Railroad Passenger Corp, thence;
- (13) Along the last mentioned lands, North forty-four degrees, thirteen minutes, thirty-nine seconds East (N 44° 13' 39" E) seven hundred twenty-one and one hundredth (721.01) feet to a capped iron pin found marking a northwesterly corner of lands of Thompson Realty Company of Princeton, Inc., thence;
- (14) Along the last mentioned lands, the following three (3) courses; South eleven degrees, thirty-five minutes, twenty-seven seconds East (S 11° 35' 27" E) one hundred fifty-five and eighty-three hundredths (155.83) feet to a capped iron pin found, thence;
- (15) North seventy-five degrees, seven minutes, five seconds East (N 75° 07' 05" E) five hundred fifteen and eighty-seven hundredths (515.87) feet to a point, thence;
- (16) North nine degrees, forty-seven minutes, seventeen seconds West (N 09° 47' 17" W) four hundred eighty-six and sixty-one hundredths (486.61) feet to a point in the aforementioned southeasterly line of lands of National Railroad Passenger Corp, thence;
- (17) Along the last mentioned lands, North forty-four degrees, thirteen minutes, thirty-seven seconds East (N 44° 13' 37" E) eleven hundred fifty-eight and eleven hundredths (1158.11) feet to a capped iron pin found marking a corner to lands of Charles Akselrad, etux, thence;
- (18) Along the last mentioned lands, the following two (2) courses; South nine degrees, forty-eight minutes, sixteen seconds East (S 09° 48' 16" E) twelve hundred ninety-three and twenty-six hundredths (1293.26) feet to a capped iron pin found, thence;
- (19) North fifty-six degrees, three minutes, forty-three seconds East (N 56° 03' 43" E) two hundred fifty-six and twelve hundredths (256.12) feet to a point and common corner to said lands of Akselrad and lands of Princeton Chase Homeowners Association (Tax Lot 2) and other lands of Princeton Chase Homeowners Association (Tax Lot 1), thence;

- (20) Along the last mentioned lands of Princeton Chase Homeowners Association (Lot 1), the following two (2) courses; South eighty degrees, ten minutes, zero seconds East (S 80° 10' 00" E) fifteen hundred sixty and eighty-nine hundredths (1560.89) feet to a capped iron pin found, thence;
- (21) North ten degrees, forty-nine minutes, twenty-three seconds East (N 10° 49' 23" E) six hundred ninety-nine and sixty hundredths (699.60) feet to a capped iron pin found marking a common corner to the aforementioned lands of Princeton Chase Homeowners Association (Lot 1), lands of Levy A. and Abby I. Sorrell, and lands of Richard and Judith N. Klitzberg, etux, thence;
- (22) Along the southerly line of said lands of Klitzberg and continuing along lands of James P. and Susan A. Hanlon, lands of Donald D. and Frances S. Davidson, and other lands of the aforementioned Princeton Chase Homeowners Association, South sixty-seven degrees, twenty-five minutes, thirty-seven seconds East (S 67° 25' 37" E) eight hundred forty-three and nine hundredths (843.09) feet to a concrete monument found in the westerly line of the aforementioned Deerfield Drive, ninety (90) feet in width, thence;
- (23) Along the last mentioned line and continuing along still other lands of the aforementioned Princeton Chase Homeowners Association, South thirteen degrees, six minutes, thirty-eight seconds West (S 13° 06' 38" W) eighteen hundred twenty-eight and one hundredth (1828.01) feet to the point and place of **BEGINNING**.

Containing 164.886 Acres.

The above described premises being subject to the following:

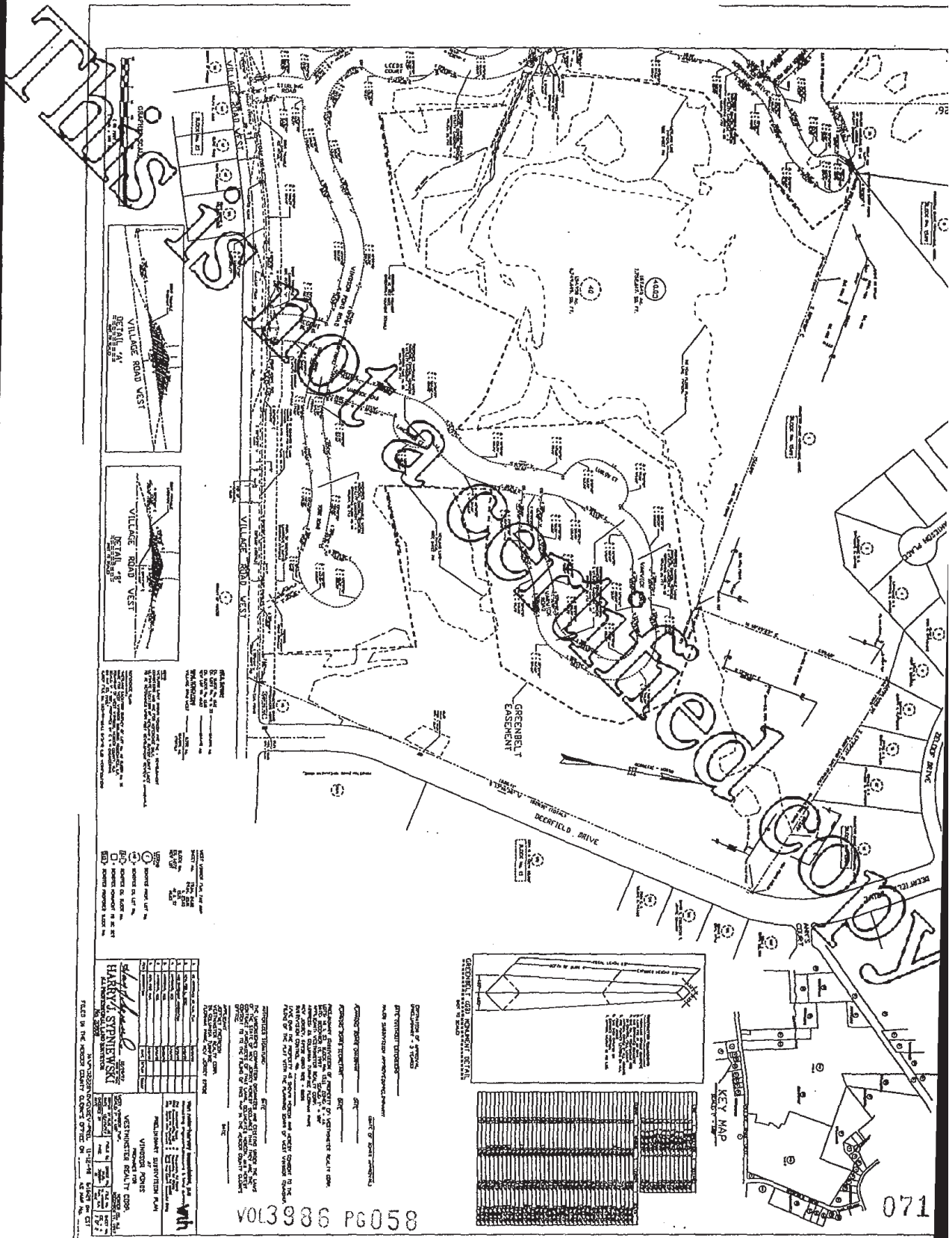
- A. A drainage easement as recorded in Deed Book 2493, Page 774.
- B. A deed right-of-way line as recorded in Deed Book 554, Page 282.
- C. Any other easements of record.

All as shown on a plan entitled: "Final Subdivision Plan—Phase-1 at Windsor Ponds prepared for Westminster Realty Corporation, West Windsor Township, Mercer County New Jersey, NJ, Scale 1" = 100', dated December 19, 1997 prepared by Van Note-Harvey Associates, P.C., Consulting Engineers, Planners, and Land Surveyors, 777 Alexander Road, Princeton, NJ, 08540.

The above described premises also being known as Lots 40 and 53, in Block 15.11, on Sheets 19.04, 20.03, 24.02, 24.04, 25.01, and 25.03, of the West Windsor Twp. Tax Map.

According to a description by Nassau Surveying, a Division of Van Note-Harvey Associates, P.C., Land Surveyors, 777 Alexander Road, Princeton, NJ, 08540.

NASSAU SURVEYING
A DIVISION OF VAN NOTE-HARVEY ASSOCIATES, P.C.
HARRY J. SYPNIEWSKI
NEW JERSEY LAND SURVEYOR #20808



1. All lots shown on this plan are subject to the provisions of the applicable zoning ordinance.

 2. The owner of any lot shown on this plan is hereby notified that the zoning ordinance requires that the lot be used in accordance with the provisions of the applicable zoning ordinance.

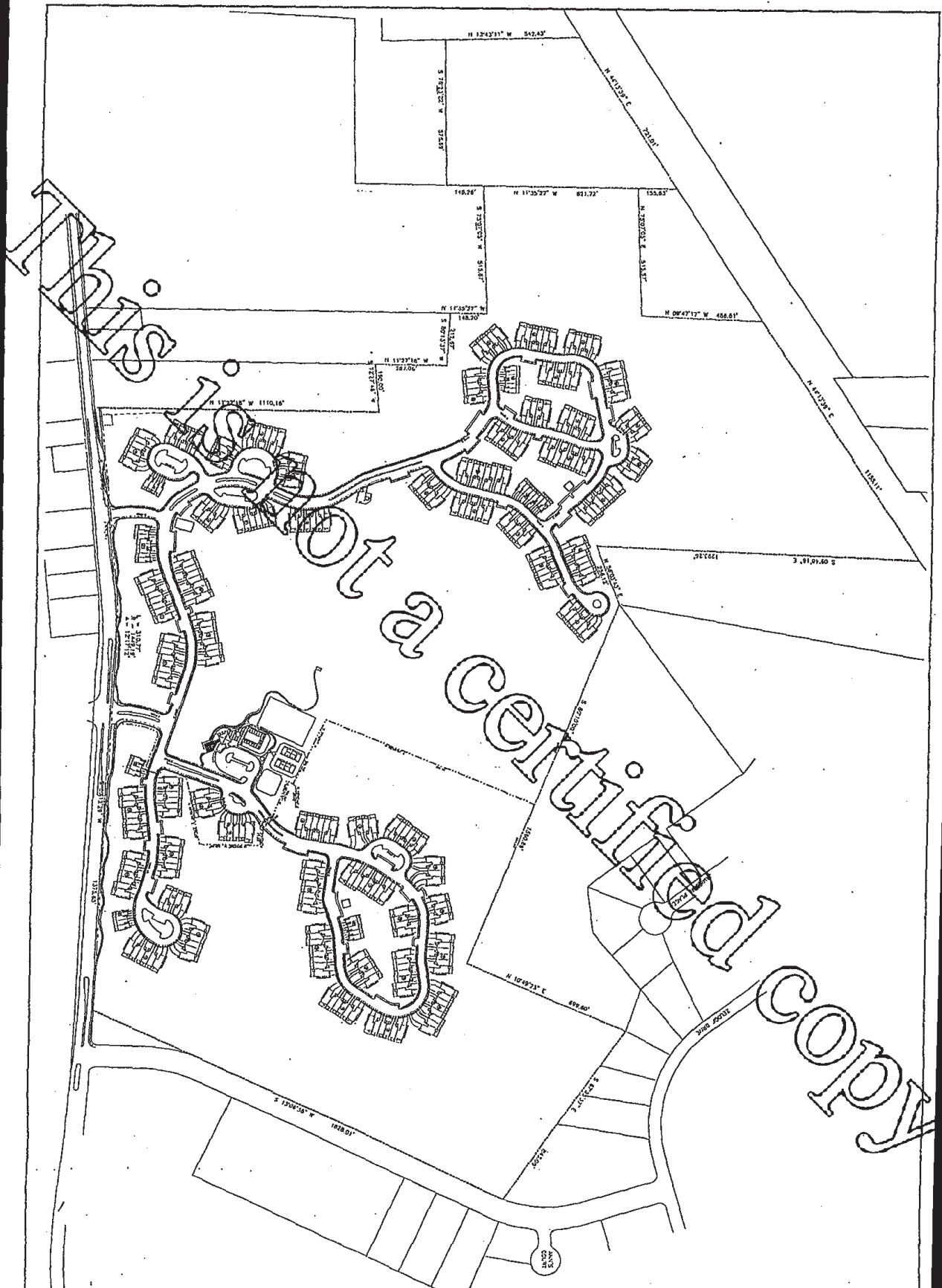
 3. The owner of any lot shown on this plan is hereby notified that the zoning ordinance requires that the lot be used in accordance with the provisions of the applicable zoning ordinance.

 4. The owner of any lot shown on this plan is hereby notified that the zoning ordinance requires that the lot be used in accordance with the provisions of the applicable zoning ordinance.

 5. The owner of any lot shown on this plan is hereby notified that the zoning ordinance requires that the lot be used in accordance with the provisions of the applicable zoning ordinance.

Lot No.	Area (Ac.)	Owner	Remarks
1	0.15	...	...
2	0.15
3	0.15
4	0.15
5	0.15
6	0.15
7	0.15
8	0.15
9	0.15
10	0.15
11	0.15
12	0.15
13	0.15
14	0.15
15	0.15
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20	0.15
21	0.15
22	0.15
23	0.15
24	0.15
25	0.15
26	0.15
27	0.15
28	0.15
29	0.15
30	0.15
31	0.15
32	0.15
33	0.15
34	0.15
35	0.15
36	0.15
37	0.15
38	0.15
39	0.15
40	0.15
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48	0.15
49	0.15
50	0.15

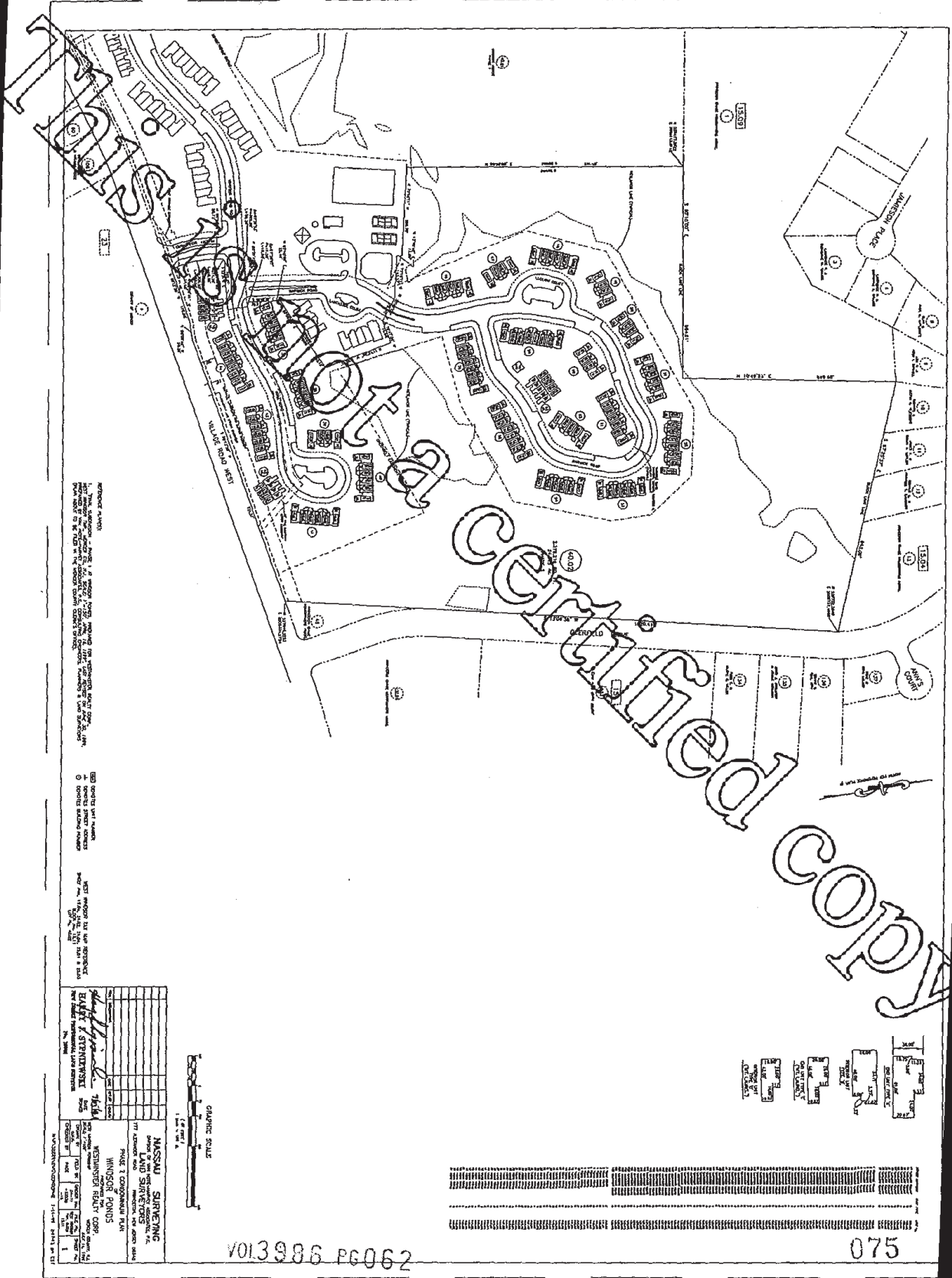
3013986 PG058



VOL3986 PG060

van note-harvey associates, p.c. **vnh**
 consulting engineers, planners & land surveyors
 777 Alexander Road • Princeton, NJ 08540
 1800 Broadway, Ste. 703 • Westville, NJ 08003
 50 East Hill Rd. (Rt. 24) • Long Valley, NJ 07853
 223 North Main Street • Cape May Court House, NJ 08210

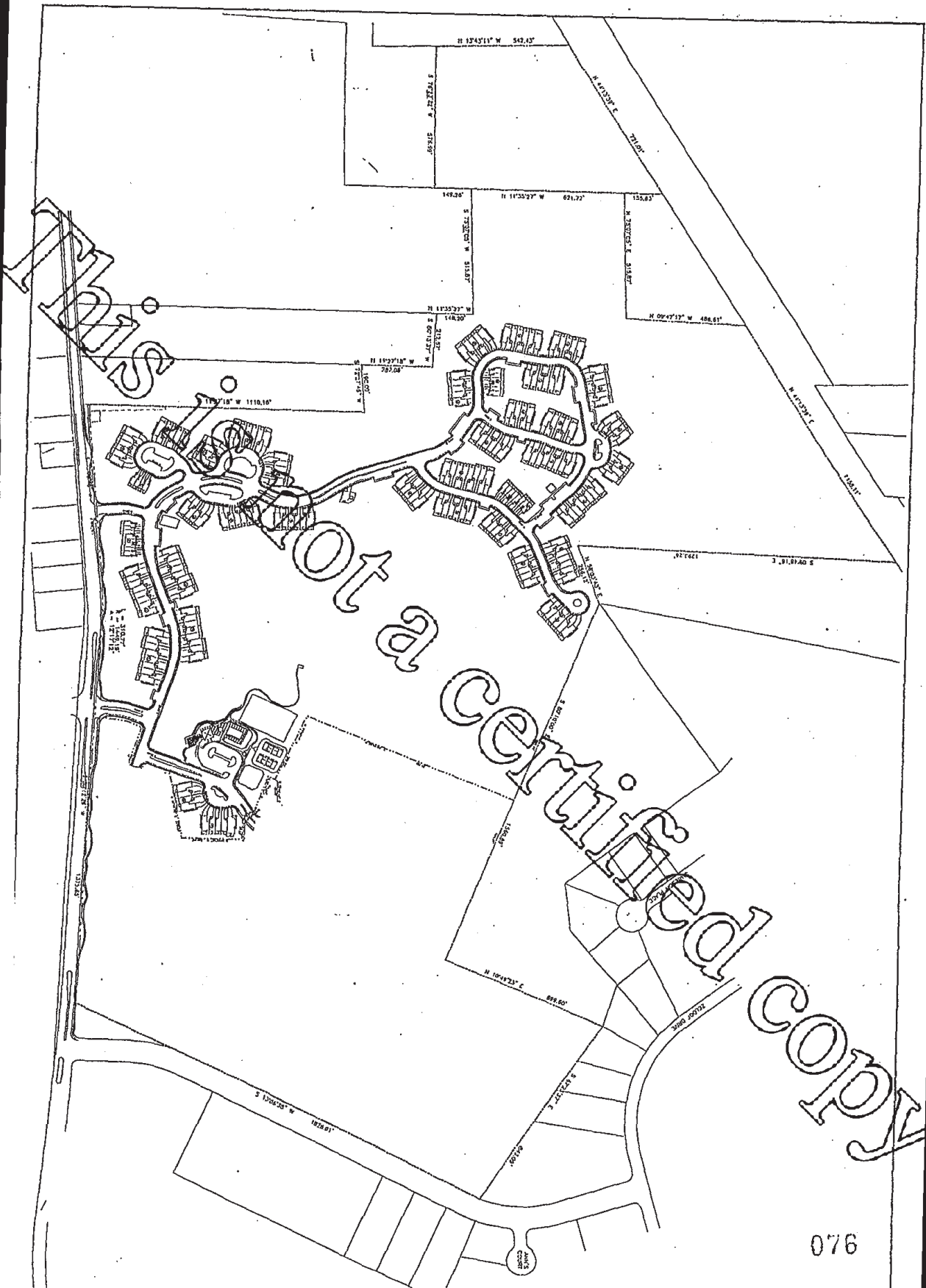
OVERALL SITE PLAN
 OF
 WINDSOR PONDS - 073
 PREPARED FOR
 WESTMINSTER REALTY COMPANY
 SITUATED IN
 WEST WINDSOR TOWNSHIP
 MERCER COUNTY, N.J.
 115
 DECEMBER 18, 1998



THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE FINAL PLAN SHALL BE THE ONE APPROVED BY THE CITY ENGINEER. THE CITY ENGINEER'S OFFICE SHALL BE NOTIFIED OF ANY CHANGES TO THIS PLAN. THE CITY ENGINEER'S OFFICE SHALL BE NOTIFIED OF ANY CHANGES TO THIS PLAN. THE CITY ENGINEER'S OFFICE SHALL BE NOTIFIED OF ANY CHANGES TO THIS PLAN.

DATE: 10/15/2010
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

NO.	AREA	PERCENTAGE	TOTAL
1
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VOL3986 PG063

van note-harvey associates, p.c.
consulting engineers, planners & land surveyors



777 Alexander Road	• Princeton, NJ 08540
1000 Broadway, Ste. 703	• Westville, NJ 08093
59 First Hill Blvd. (off 2nd)	• Long Valley, NJ 07853
724 Florida Middle Street	• Cape May Court House, NJ 08210

OVERALL SITE PLAN (PHASE 1)
OF
WINDSOR PONDS
PREPARED FOR
WESTMINSTER REALTY COMPANY
SITUATED IN

WEST WINDSOR TOWNSHIP
NJ

MERCER COUNTY, N.J.
DECEMBER 18, 1998



NASSAU SURVEYING
 Division of Van Note-Harvey Associates, P.C.
 Land Surveyors
 777 Alexander Road
 P.O. Box 3227
 Princeton, New Jersey 08543-3227

Phone: (609) 243-0428

FAX (609) 987-0005

Order No. 4-11-32228-51
 West Windsor Twp. Tax Map
 Sheets 19.04, 24.02,
 24.04, 25.01 & 25.03
 Block 15.11
 New Lot 40.01

DESCRIPTION OF (PHASE I) AT WINDSOR
 PONDS FOR WESTMINSTER REALTY
 CORP., SITUATE LYING AND BEING IN
 THE TOWNSHIP OF WEST WINDSOR,
 COUNTY OF MERCER, STATE OF NEW
 JERSEY

December 22, 1998

BEGINNING at a point in the northerly right-of-way line of Village Road West, forty (40) feet as measured at right angles from the centerline thereof, said point being formed as said right-of-way line intersects the easterly line of lands of Gerald and Diana Drewe Schoenholtz as more particularly shown on the hereinafter referenced plan and from said beginning point running thence,

- (1) Along the last mentioned lands, the following two (2) courses; North eleven degrees, twenty-seven minutes, eighteen seconds West (N 11° 27' 18" W) eleven hundred three and twelve hundredths (1103.12) feet to a rebar found, thence;
- (2) South seventy-two degrees, twenty-seven minutes, forty-six seconds West (S 72° 27' 46" W) one hundred ninety and no hundredths (190.00) feet to an iron pipe found in the easterly line of lands of Isidor P. et ux, thence;
- (3) Along the last mentioned lands, the following two (2) courses; North eleven degrees, twenty-seven minutes, eighteen seconds West (N 11° 27' 18" W) two hundred eighty-seven and six hundredths (287.06) feet to a capped rebar set, thence;
- (4) South eighty degrees, thirteen minutes, thirty-seven seconds West (S 80° 13' 37" W) two hundred twelve and sixty-seven hundredths (212.67) feet to a capped iron pin found in the easterly line of lands of Charles W. and Mildred E. Tyndale, thence
- (5) Along the last mentioned lands, the following three (3) courses; North eleven degrees, thirty-five minutes, twenty-seven seconds West (N 11° 35' 27" W) one hundred forty-eight and twenty hundredths (148.20) feet to an iron pipe found, thence;
- (6) South seventy-five degrees, seven minutes, five seconds West (S 75° 07' 05" W) five hundred fifteen and eighty-seven hundredths (515.87) feet to a capped rebar set, thence;
- (7) South eleven degrees, thirty-five minutes, twenty-seven seconds East (S 11° 35' 27" E) one hundred forty-nine and twenty-six hundredths (149.26) feet to a monument found, said point being the northeasterly corner of lands of John F. and Lois V. Robbins, thence;
- (8) Along the last mentioned lands, South seventy-six degrees, twenty-three minutes, twenty-two seconds West (S 76° 23' 22" W) five hundred seventy-six and sixty-nine hundredths (576.69) feet to a monument found in the easterly line of said Robbins, thence;
- (9) Along the last mentioned lands, North thirteen degrees, forty-three minutes, eleven seconds West (N 13° 43' 11" W) five hundred forty-two and forty-three hundredths (542.43) feet to a monument found in the southeasterly line of lands of National Railroad Passenger Corp., thence;
- (10) Along the last mentioned lands, North forty-four degrees, thirteen minutes, thirty-nine seconds East (N 44° 13' 39" E) seven hundred twenty-one and one hundredth (721.01) feet to a point and corner of lands of Thompson Realty Company of Princeton, Inc., thence;

This is a Copy

- (11) Along the last mentioned lands, the following three (3) courses; South eleven degrees, thirty-five minutes, twenty-seven seconds East (S 11° 35' 27" E) one hundred fifty-five and eighty-three hundredths (155.83) feet to a point, thence;
- (12) North seventy-five degrees, seven minutes, five seconds East (N 75° 07' 05" E) five hundred fifteen and eighty-seven hundredths (515.87) feet to a rebar found, thence;
- (13) North nine degrees, forty-seven minutes, seventeen seconds West (N 09° 47' 17" W) four hundred eighty-six and sixty-one hundredths (486.61) feet to a rebar found in the aforementioned southeasterly line of lands of National Railroad Passenger Corp, thence;
- (14) Along the last mentioned lands, North forty-four degrees, thirteen minutes, thirty-nine seconds East (N 44° 13' 39" E) eleven hundred fifty-eight and eleven hundredths (1158.11) feet to a capped iron pin found and corner to lands of Charles Akselrad, et ux, thence;
- (15) Along the last mentioned lands, the following two (2) courses; South nine degrees, forty-eight minutes, sixteen seconds East (S 09° 48' 16" E) twelve hundred ninety-three and twenty-six hundredths (1293.26) feet to a capped iron pin found, thence;
- (16) North fifty-six degrees, three minutes, forty-three seconds East (N 56° 03' 43" E) two hundred fifty-six and twelve hundredths (256.12) feet to a rebar found and common corner to said lands of Akselrad and lands of Princeton Chase Homeowners Association (Tax Lot 2) and other lands of Princeton Chase Homeowners Association (Tax Lot 1), thence;
- (17) Along the last mentioned lands of Princeton Chase Homeowners Association (Lot 1), South eighty degrees, ten minutes, zero seconds East (S 80° 10' 00" E) eight hundred sixty-six and eighty-eight hundredths (866.88) feet to a point and corner to new Lot 40.02, thence;
- (18) Along said Lot 40.02 the following eighteen (18) courses, South nine degrees, fifty minutes, zero seconds West (S 09° 50' 00" W) nine hundred eleven and forty-five hundredths (911.45) feet to a point, thence;
- (19) South seventy-seven degrees, ten minutes, eleven seconds East (S 77° 10' 11" E) two hundred eighty-nine and seventy hundredths (289.70) feet to a point, thence;
- (20) South twelve degrees, forty-nine minutes, forty-nine seconds West (S 12° 49' 49" W) twenty-nine and forty-nine hundredths (29.49) feet to a point, thence;
- (21) South eighty-one degrees, forty-four minutes, fifty-four seconds East (S 81° 44' 54" E) one hundredth fifty-four and forty-six hundredths (154.46) feet to a point, thence;
- (22) South fifty-two degrees, four minutes, fourteen seconds East (S 52° 04' 14" E) sixty and no hundredths (60.00) feet to a point, thence;
- (23) North seventy-eight degrees, forty-seven minutes, four seconds East (N 78° 47' 04" E) seventy-seven and thirty-three hundredths (77.33) feet to a point, thence;
- (24) South eleven degrees, twelve minutes, fifty-six seconds East (S 11° 12' 56" E) two hundred forty-one and sixty-five hundredths (241.65) feet to a point, thence;
- (25) South sixty-six degrees, five minutes, eight seconds West (S 66° 05' 08" W) two hundred seventy-eight and twenty-three hundredths (278.23) feet to a point, thence;
- (26) South eight degrees, nine minutes, forty-nine seconds West (S 08° 09' 49" W) ninety and fifty-five hundredths (90.55) feet to a point of curve, thence;
- (27) Along a curve bearing to the left in an easterly direction having a radius of fourteen and no hundredths (14.00) feet, an arc length of twenty-three and forty-four hundredths (23.44)

feet, the delta angle of said curve being ninety-five degrees, fifty-six minutes, eighteen seconds ($95^{\circ} 56' 18''$) to a point of compound curve, thence;

- (28) Along a curve bearing to the left in an easterly direction having a radius of three hundred twenty and no hundredths (320.00) feet, an arc length of nine and forty-eight hundredths (9.48) feet, the delta angle of said curve being one degree, forty-one minutes, fifty seconds ($01^{\circ} 41' 50''$) to a point, thence;
- (29) South zero degrees, thirty-one minutes, forty-two seconds West ($S 00^{\circ} 31' 42'' W$) sixty and no hundredths (60.00) feet to a point, thence;
- (30) Along a curve bearing to the right in a westerly direction having a radius of three hundred eighty and no hundredths (380.00) feet, an arc length of forty-nine and ninety-eight hundredths (49.98) feet, the delta angle of said curve being seven degrees, thirty-two minutes, eleven seconds ($07^{\circ} 32' 11''$) to a point of tangency, thence;
- (31) North eighty-three degrees, thirty-one minutes, eighteen seconds West ($N 83^{\circ} 31' 18'' W$) one hundred two and eighty-four hundredths (102.84) feet to a point of curve, thence;
- (32) Along a curve bearing to the left in a southerly direction having a radius of fourteen and no hundredths (14.00) feet, an arc length of twenty-one and ninety-nine hundredths (21.99) feet, the delta angle of said curve being ninety degrees, zero minutes, zero seconds ($90^{\circ} 00' 00''$) to a point of tangency, thence;
- (33) South six degrees, twenty-eight minutes, forty-two seconds West ($S 06^{\circ} 28' 42'' W$) thirty-three and twenty-six hundredths (33.26) feet to point of curve, thence;
- (34) Along a curve bearing to the left in a southerly direction having a radius of three hundred eight and no hundredths (308.00) feet, an arc length of eighty-seven and forty-six hundredths (87.46) feet, the delta angle of said curve being sixteen degrees, sixteen minutes, thirteen seconds ($16^{\circ} 16' 13''$) to a point of tangency, thence;
- (35) South nine degrees, forty-seven minutes, thirty-one seconds East ($S 09^{\circ} 47' 31'' E$) fifty-seven and eighty-one hundredths (57.81) feet to a point in the aforementioned northerly right-of-way line of Village Road West, thence;
- (36) Along said right-of-way line of Village Road West the following four (4) courses, South eighty degrees, twelve minutes, twenty-six seconds West ($S 80^{\circ} 12' 26'' W$), one hundred six and twenty-three hundredths (106.23) feet to a point, thence;
- (37) South eighty-one degrees, eighteen minutes, thirty-four seconds West ($S 81^{\circ} 18' 34'' W$) one hundred ninety-three and forty-one hundredths (193.41) feet to a point of curve, thence;
- (38) Along a curve bearing to the left in a southwesterly direction having a radius of one thousand four hundred fifty-six and nineteen hundredths (1456.19) feet, an arc length of two hundred thirty-two and forty-six hundredths (232.46) feet, the delta angle of said curve being nine degrees, eight minutes, forty-eight seconds ($09^{\circ} 08' 48''$) to a point of tangency, thence;
- (39) South seventy-two degrees, nine minutes, forty-six seconds West ($S 72^{\circ} 09' 46'' W$) seven hundred forty-three and sixty-nine hundredths (743.69) feet to the point and place of BEGINNING.

Containing ____ 109.805 Acres.

The above described premises being subject to the following:

- A.) A drainage easement as recorded in Deed Book 2493, Page 774.
- B.) A deed right-of-way line as recorded in Deed Book 554, Page 282.

The above described premises being subject to and together with any other easements of record.

All as shown on a plan entitled: "Boundary Survey of Lots 40 and 43, Block 15.11 for Westminster Realty Corp., West Windsor Township, Mercer County, New Jersey, scale 1" = 200', December 10, 1996" prepared by Nassau Surveying, a Division of Van Note-Harvey Associates P.C., Land Surveyors, 777 Alexander Road, Princeton, New Jersey 08540.

All as shown on a plan entitled "Final Subdivision Plan Phase I at Windsor Ponds, prepared for Westminster Realty Corp, West Windsor Township, Mercer County, New Jersey, dated December 19, 1997, prepared by Van Note-Harvey Associates P.C. Consulting Engineers, Planners and Land Surveyors, 777 Alexander Road, Princeton, New Jersey 08540.

The above described premises also being known as new Lots 40.01 in Block 15.11, on Sheets 19.04, 24.02, 24.04, 25.01, and 25.03, of the West Windsor Twp. Tax Map.

The above described is not intended to be a consolidation of property.

According to a description by Nassau Surveying, a Division of Van Note-Harvey Associates, P.C. Land Surveyors, 777 Alexander Road, Princeton, NJ, 08540.

NASSAU SURVEYING
DIVISION OF VAN NOTE-HARVEY ASSOCIATES,
P.C.

HARRY J. SYPNIEWSKI
NEW JERSEY LAND SURVEYOR #20808

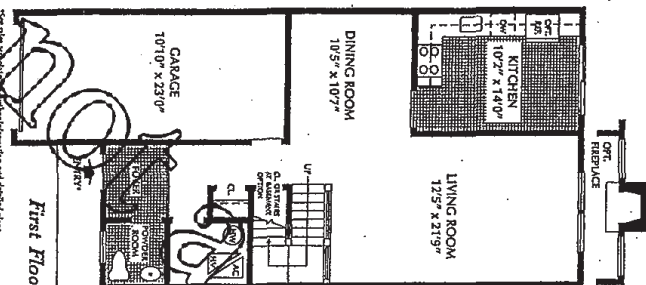
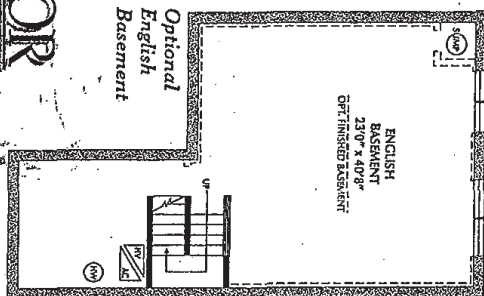
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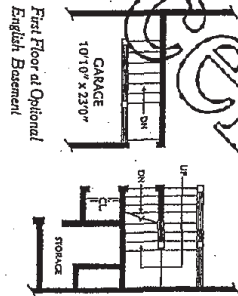
The Amherst II

MODEL 1560
2 Bedrooms
2 1/2 Baths
1585 Sq. Ft.

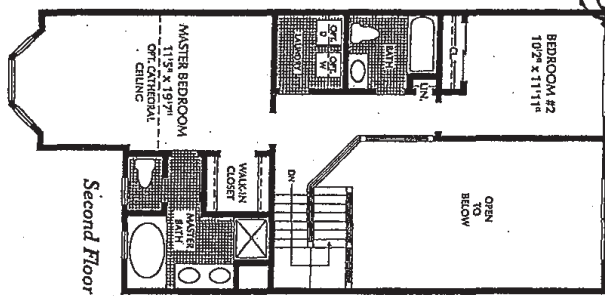
WINDSOR



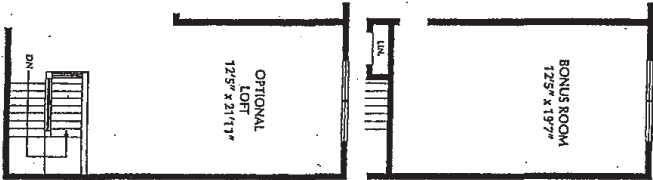
See site sketch for other information and detailed plans. Opening into English Basement Condition.



First Floor	832 Sq. Ft.
Second Floor	753 Sq. Ft.
Total	1585 Sq. Ft.



All dimensions are approximate. Builders may make minor variations without affecting results in the site office. Some fixtures and equipment are shown in site office.



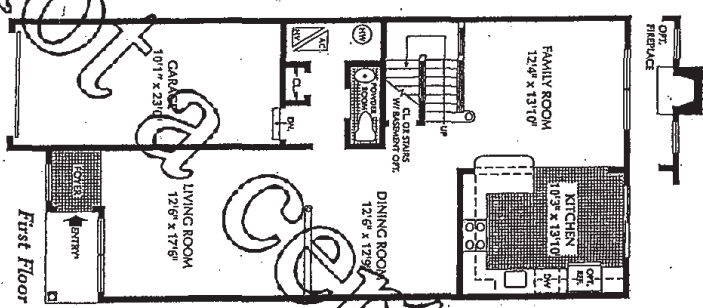
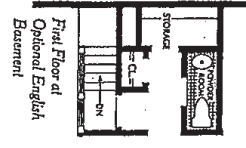
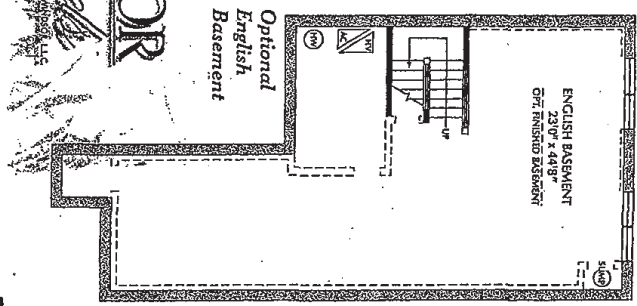
Optional Loft

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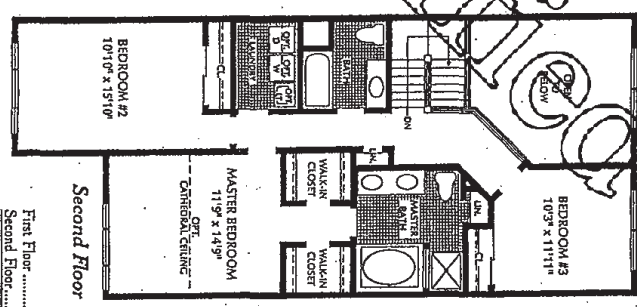


The Belmont

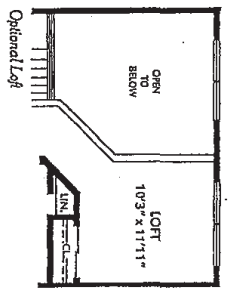
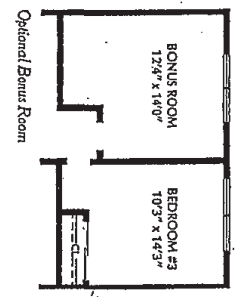
MODEL 1927
3 Bedrooms
2 1/2 Baths
1927 Sq. Ft.



*See site sketch for better illustration and include plan depicting steps at English Basement entrance.



First Floor..... 960 Sq. Ft.
Second Floor..... 967 Sq. Ft.
Total 1927 Sq. Ft.



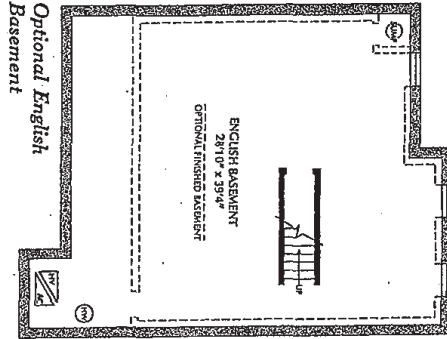
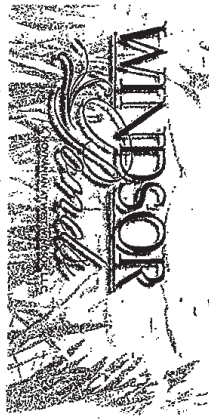
All dimensions are approximate. Professional and other local authorities' drawings should be the sole offer in every country and jurisdiction of floor plans.

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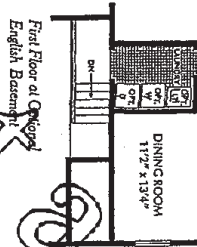


The Duke

MODEL 2042
3 Bedrooms
2 1/2 Baths
2118 Sq. Ft.



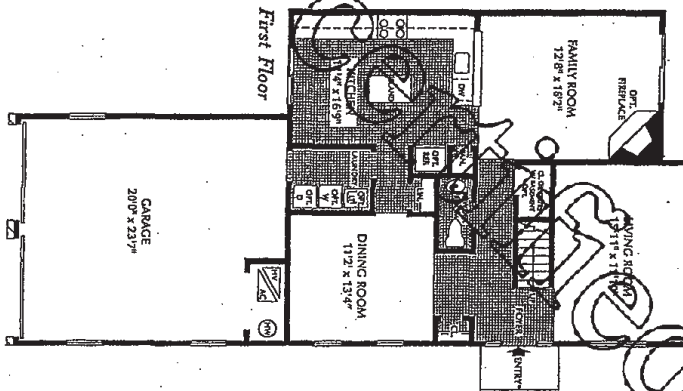
Optional English Basement



First Floor at Optional English Basement

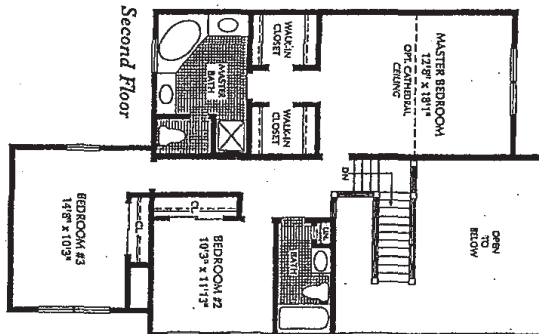
First Floor
Sq. Ft. 1065 Sq. Ft.
Sq. Ft. 1093 Sq. Ft.
Sq. Ft. 2118 Sq. Ft.

Includes multiple kitchen islands and island plans depending on kitchen island selection.



First Floor

Second Floor



All dimensions are approximate. Features and finish details are subject to change without notice. See model for details.

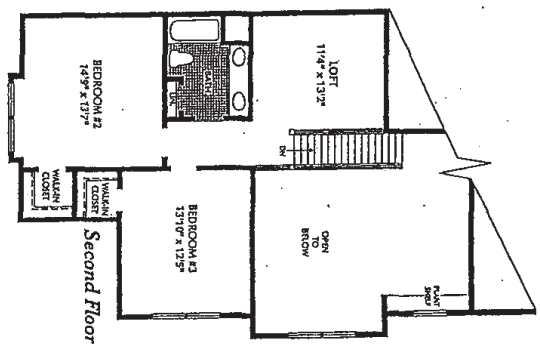
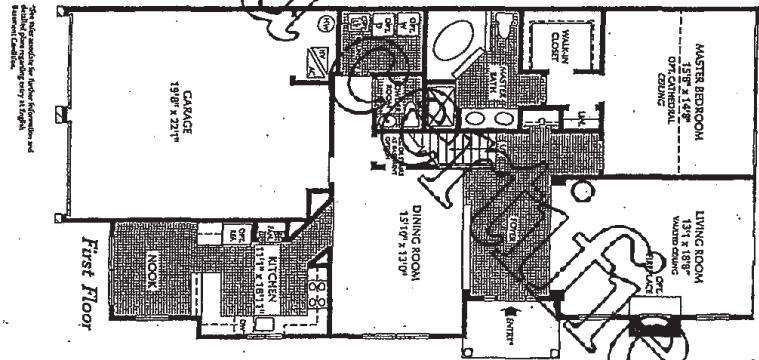
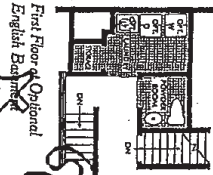
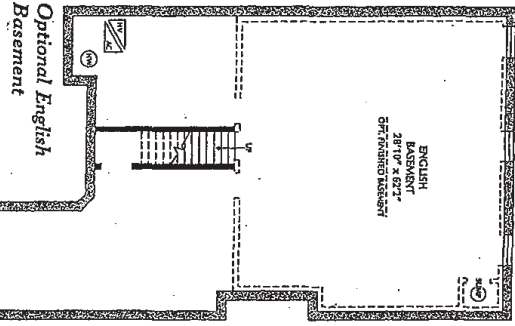


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The
Emory
 MODEL 2140
 3 Bedrooms
 2 1/2 Baths
 2280 Sq. Ft.



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First Floor 1512 Sq. Ft.
 Second Floor 768 Sq. Ft.
 Total 2280 Sq. Ft.

All dimensions are approximate. Measurements were taken at the time of construction and are subject to change. © 1999 Century 21 Real Estate Services, Inc.



CERTIFICATE OF INCORPORATION
OF
WINDSOR PONDS
CONDOMINIUM ASSOCIATION, INC.

This Is To Certify, that the undersigned, who is of full age, in order to form a corporation pursuant to the provisions of the New Jersey Nonprofit Corporation Act, Title 15A, Chapter 127, et seq., of the New Jersey Statutes Annotated, does hereby certify:

ARTICLE I
Name

The name of the Corporation is Windsor Ponds Condominium Association, Inc., hereinafter called the "Association".

ARTICLE II
Principal Office

The principal office of the Association is located at 110 Fieldcrest Avenue, CN-7825, Edison, NJ 08818-7825, and its mailing address is the same.

ARTICLE III
Registered Agent

Peter S. Reinhart, Esq., whose address is 10 Highway 35, Red Bank, NJ 07701, is hereby appointed the initial registered agent of this Association.

ARTICLE IV
Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation, management and control of the Common Elements as shown and described in a certain Master Deed for "Windsor Ponds Condominium" recorded or intended to be recorded in the Office of the Clerk of Mercer County, and to otherwise act in accordance with the Bylaws of the Association, and to promote the health, safety and welfare of the Members within the above described Community and for these additional purposes:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the aforesaid Master Deed and Bylaws of the Association as they both may be amended from time to time as therein provided, said Master Deed and Bylaws being incorporated herein as if set forth at length;
- (b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of said Master Deed and the Bylaws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.;

- (d) To borrow money to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and
- (e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

ARTICLE V
Membership

Every person or entity who is a record owner of a Home in Windsor Ponds Condominium which is subject to the Master Deed aforesaid, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of any such Home shall be the sole qualification for membership. Upon termination of the interest of the Homeowner, his membership shall automatically terminate and shall be transferred and shall inure to the new Homeowner succeeding him in interest.

ARTICLE VI
Board of Trustees

The affairs of this Association shall be managed by a Board of Trustees. The initial Board of Trustees shall be composed of five (5) persons who need not be members of the Association. The number of Trustees may be changed pursuant to the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Trustees until the selection of their successors are:

Bruce Grosse
110 Fieldcrest Ave.
CN 7825
Edison, NJ 08818

Jeffrey A. Weinflash
110 Fieldcrest Ave.
CN 7825
Edison, NJ 08818

Thomas Parvesse
110 Fieldcrest Ave.
CN 7825
Edison, NJ 08818

Robert Gula
110 Fieldcrest Avenue
CN 7825
Edison, NJ 08818

Peter Bozzo
110 Fieldcrest Avenue
CN 7825
Edison, NJ 08818

The method of electing Trustees shall be as set forth in the Bylaws of the Association.

ARTICLE VII
Distribution of Assets

The method of distribution of assets of the Association shall be distributed equally among all Homeowners upon dissolution. In any case, where there is more than one record owner of a Home, the assets shall be distributed equally among co-owners of said Home.

ARTICLE VIII
Incorporator

The incorporator of this Corporation is: Jeffrey A. Weinflash, 110 Fieldcrest Avenue, CN 7825, Edison, NJ 08818-7825

ARTICLE IX
Duration

The Corporation is perpetual but may be dissolved with the assent given in writing and signed by not less than eighty (80%) percent of the homeowners. Upon dissolution of the Corporation, other than incident to a merger consolidation, the assets of the Corporation shall be distributed to the members of the Corporation in accordance with their percentage of ownership, or may, at the election of 3/4ths of the homeowners,

**BYLAWS OF THE
WINDSOR PONDS
CONDOMINIUM ASSOCIATION, INC.**

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DATE: _____

MASTER DEED EXHIBIT H

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**BYLAWS OF
WINDSOR PONDS
CONDOMINIUM ASSOCIATION, INC.**

1.00 Applicability, Member, Membership and Definitions

1.01 Purpose.

These Bylaws shall be applicable to the Windsor Ponds Condominium Association, Inc., a non-profit corporation of the State of New Jersey, (herein the "Association"); to all of the Members thereof; to the community, recreation or other facilities owned or maintained by the Association and to Windsor Ponds, a Condominium, which is now, or may hereinafter be created or expanded ("Condominium").

In accordance with N.J.A.C. 5:26-8.2, the Association, (a) subject to its Certificate of Incorporation, the Master Deed, these Bylaws, or other instruments of creation, if any; may do all that it is legally entitled to do under the laws applicable to its form of organization; (b) must discharge its powers in a manner that protects and furthers the health, safety and general welfare of community residents; and (c) must provide a fair and efficient procedure for resolution of disputes between individual Unit Owners and the Association, and between different Unit Owners, that is to be available as an alternative to litigation.

1.02 Persons Subject to These Bylaws.

All present and future Unit Owners and tenants; their guests, licensees, agents, employees and any other person permitted to use the property managed and controlled by the Association or of the Condominium, are subject to these Bylaws and to the Rules and Regulations adopted by the Association to govern the conduct of its members. Acquisition, rental or occupancy of any Condominium Unit means that the Owner, tenant or occupant has accepted and ratified these Bylaws, the Master Deed and the Rules and Regulations and their amendments and supplements and will comply with them.

1.03 Definition of Terms.

Unless it is plainly evident from the context that a different meaning is intended, as used throughout these Bylaws, all definitions set forth in the Master Deed for the Condominium or in N.J.S.A. 46:8B-3 are incorporated herein by reference.

- (A) "Affordable Unit" as used herein or in the Master Deed means any Condominium Unit the Sponsor designates in any of Exhibits A through E of the Master Deed or their Amendments and Supplements to be subject to the Affordable Housing Plan, a copy of which is in Master Deed Exhibit J and that have been conveyed to income qualified purchasers.
- (B) "Market Unit" as used herein or in the Master Deed means any Condominium Unit the Sponsor has not designated in any of Exhibits A through E of the Master Deed or their Amendments and Supplements to be subject to the Affordable Housing Plan and that have been conveyed to income qualified purchasers.
- (C) "Member" means every person, firm, association, corporation or other legal entity, including the Sponsor, who is a record owner or co-owner of the fee title to any Unit is a Member of the Association; provided however, that any person, firm, association, corporation, or legal entity who holds such title or interest merely as a security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) is not a Member of the Association.
- (D) "Sponsor" means K. Hovnanian at West Windsor, L.L.C. its successors and assigns who have the right to construct Condominium Units.

1.04 Rights of Members.

Association membership is limited to Condominium Unit Owners, however, when a Unit's title is vested in two or more persons, such Co-Owners are entitled jointly to only one vote for that Unit, except as otherwise set forth in Article 3.07 hereof.

If a Member leases or permits others to occupy a Unit, the tenant or occupant and not the Member-Owner (except as a guest) is permitted to enjoy the Association's recreation and community facilities. The tenant or occupant can not vote in Association affairs unless the Member permits that person to exercise the proxy vote of the Member. The use of Association community and recreation facilities is limited to occupants of Units and their guests.

Every lawful transfer of title to a Member's Unit includes membership in the Association and upon making such transfer, the previous Owner's membership automatically terminates. Each Member, within seven days after execution of a contract to sell a Unit, must send written notice to the Association specifying the purchaser's name, address, and anticipated closing date.

Except as provided herein, membership in the Association may not be assigned or transferred and any attempt to do so is void and of no effect.

Evidence of Association membership and ownership of a Unit may be evidenced by a membership card issued to each Member of the Association.

2.00 Principal Office.

The principal Association office is located initially at c/o K. Hovnanian at West Windsor, L.L.C., Attention: Community Builder, 110 Fieldcrest Ave., Edison, New Jersey, 08818. It thereafter may be located at such other suitable and convenient place as may be permitted by law and designated by the Board.

3.00 Meetings of Members: Voting

3.01 Place of Meetings.

All Association annual and special meetings will be held at the Association's principal office or such other suitable and convenient place as may be permitted by law and from time to time fixed by the Board and designated in the notices of such meetings.

3.02 Annual Meeting.

All annual meetings of the Association Members will be held on the day and month of the year to be established by the Board, except that the first such annual meeting will be held not more than 13 months following the date of the incorporation of the Association. At each annual meeting after the first election of Board members by Unit Owners other than the Sponsor, the election of Trustees will be in accordance with Article 5.02 hereof. If the election of the Trustees is not held on the date designated herein for any annual meeting or at any adjournment of such meeting, the Board will cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting the Unit Owners may elect Trustees and transact other business with the same force and effect as at an annual meeting duly called and held. Each proxy or absentee ballot validly received for the originally scheduled meeting will remain in full force and effect for any such adjourned meeting or special meeting unless it is revoked or superseded by a later valid proxy. New proxies or absentee ballots may be received for any such subsequent meeting.

3.03 Notice of Annual Meeting.

The Secretary must mail notices of annual meetings to each Association Member, directed to their last known post office address as shown on the Association records, by regular mail with proper postage affixed. Such notice shall be mailed not less than ten days nor more than 20 days before the date of such meeting and state the date, time, place and purpose of the meeting. In lieu of mailing, notices may be delivered to Members in the manner provided in Article 18.03 hereof.

3.04 Special Meetings.

The President may call a special meeting of the Association Members. The President must call a special meeting of Association Members whenever directed to do so by resolution of a majority of the Board or upon presentation to the Secretary of a petition signed by 33 1/3 percent of the Members entitled to vote at such meeting.

3.05 Notice of Special Meetings.

The Secretary must mail notice of special meetings to each Association Member in the manner provided in Article 3.03 hereof, except that special meeting notices must be mailed not less than five nor more than ten days before the date fixed for such meeting. In lieu of mailing, notices may be delivered to Members in the manner provided in Article 18.03 hereof. No other business may be transacted at any special meeting except that stated in the notice thereof unless by consent of two thirds of the Members present, either in person or by proxy.

3.06 List of Members.

The Secretary must compile and keep at the Association's principal office a complete and up to date list of all Members, their last known post office addresses, the number of Units owned and the parking spaces assigned to their Units. This list will be open to inspection by Members and other persons lawfully entitled to inspect same upon reasonable request during regular business hours. Each Unit Owner must advise the Association of any change to their current mailing address.

3.07 Voting, Judges.

Only Owners who are Members in good standing as defined in Article 3.08 hereof are entitled to vote on questions submitted to the Association membership. Unless a different vote is mandated by the Certificate of Incorporation, these Bylaws or the Master Deed; a majority present in person or by proxy at any duly constituted membership meeting who are entitled to vote is sufficient on questions submitted to a membership vote. Any vote on questions other than Trustee elections need not be taken by ballot, unless: (a) the meeting chairperson determines balloting to be advisable, or (b) a majority of the votes present in person, by proxy or mail ballot submitted for the meeting and entitled to vote on the question determines that a ballot vote on the question submitted should be taken. Each Unit has one vote in the Association. A Member is entitled to one vote for each Unit owned. Votes may be cast in person, by proxy or by absentee ballot. When more than one person owns a Unit, the vote for that Unit will be exercised as the co-owners determine among themselves. When one or more co-owners sign a proxy or purports to vote for their co-owners, such votes will be counted without verification by the judges, except if one or more of the other co-owners is present and objects to such votes, or if not present, submits a proxy or objects in writing delivered to a Trustee before the votes are counted. If co-owners disagree as to votes, then the votes will be split equally among the co-owners. In all other instances a vote by a Unit's co-owners is not divisible.

If at any meeting of the Members a vote by ballot is to be taken, the meeting's chairperson must appoint two (2) persons to act as judges with respect to the ballots, proxies or absentee ballots on the vote to be taken. The judges must first subscribe an oath to faithfully execute the duties of a judge with strict impartiality and according to the best of their ability. Judges: decide on the qualifications of voters; report the number of votes represented at the meeting, participating by proxies or absentee ballots and entitled to vote on the questions presented; conduct and accept the votes; and, when the voting is completed, ascertain and report the number of votes for and against the questions. At Trustees elections the number of votes received by each candidate are not reported. Reports of judges must be in writing and subscribed and delivered by them to the Secretary of the meeting, or, in the case of a proxy or absentee ballot, the Secretary of the Board. Judges need not be Association Members and any Association officer or Trustee may be a judge on any question, other than a vote on their own election to an Association position or other question in which they may be directly interested.

3.08 Good Standing.

A Member is in "good standing" and entitled to vote at any meeting of the Association, to run for a seat on the Board and to use all Common Elements if, and only if, that Member has fully paid all assessments or fines made or levied against that Member or their Unit by the Board or the

Covenants Committee as herein provided, together with all interest, costs, attorney or paraprofessional fees, penalties and other expenses, if any, properly chargeable to that Member or against their Unit. As relates to voting, said payment must be made in full and delivered to the Treasurer or management agent at least five calendar days before the date fixed for an annual or special meeting for a Unit Owner to be in good standing to vote at such meeting.

3.09 Quorum.

Except as otherwise provided in the Bylaws or by law, the presence in person, by proxy or absentee ballot of Members representing 25 percent of the total number of votes in the Association constitutes a quorum at meetings of the Members. If any Member meetings cannot occur due to a quorum not being present, the Members present in person or by proxy or absentee ballot may adjourn the meeting to a time not less than 48 hours from the time of the original meeting. For any adjourned meeting, no further notice of the adjourned date need be given to Members. To establish a quorum at that meeting, the number of Members that were present either in person, by proxy or absentee ballot at any meeting adjourned due to the lack of a quorum, are considered present at any subsequent meetings of the original adjourned meeting, except that issues not expressly voted on in any proxies or absentee ballots cannot be counted.

3.10 Proxies, Absentee Ballots and Mail Ballots.

(A) Votes may be cast either in person, by proxy or by absentee ballots. All proxies, mail and absentee ballots must be in writing, signed by at least one Unit Owner and on the form prescribed by and filed with and received by the Secretary at least 2 calendar days before the time designated for each meeting in the notice thereof. All proxies, mail and absentee ballots must be verified as accurate in accordance with the procedures adopted by the Board. Proxies are not valid for longer than 11 months from their date. Determining the validity or invalidity of all proxies, mail and absentee ballots will be made in the Board's sole discretion.

(B) **Ballot by Mail.** In lieu of calling a Membership meeting, The Board may submit any question or election, other than an election of Board members by Unit Owners other than the Sponsor, to a vote of the Members by mail balloting. No ballot by mail is valid unless the signature of the Owners submitting it have been verified on the ballot according to procedures adopted by the Board. The Board appoints judges to tabulate the mail ballots, whose report is to be included in the minute book. To conduct a mail ballot on questions submitted to a vote of Members, the Board must serve a notice on all Members which must state: (i) with specificity the terms of the motions or questions on which the vote is to be taken; (ii) the date by which the ballots must be received by the Association and the address to which the mail ballots must be sent in order to be counted; (iii) that only the official mail ballot enclosed with the notice is to be used for voting; and (iv) the date upon which the action contemplated by the questions will be effective, which date cannot be less than ten calendar days after the date the mail ballots must be received. No action contemplated by the question submitted to a mail ballot can be taken unless a majority of Members in good standing on the questions presented submit mail ballots approving such action. To conduct a mail ballot for an election of Trustees (other than an election of Board members by Unit Owners other than the Sponsor), the Board must serve a notice on all Members in good standing which: (i) provides an official ballot for the purposes of the election; and (ii) states the date by which the ballot must be received and the address to which the ballot must be sent in order to be counted.

3.11 Capital Expenditures.

All Member decisions on Capital Expenditures require for passage the affirmative vote of at least 67 percent of the Members in good standing. Capital Expenditures is defined for purposes herein as the expenditure of money for any single item with a life expectancy in excess of one year and for which the initial cost exceeds \$15,000, increased by the percentage of increase in the Consumer Price Index for the Standard Metropolitan Statistical Area within which the Condominium is located, from the date of recording of the Master Deed. The Board is governed in making Capital Expenditures by decisions of the Members as provided in this Article. For so long as the Sponsor holds a majority of the Board seats, the Sponsor cannot make any additions, alterations, improvements or purchases which necessitate a Special Assessment or a substantial increase in the monthly Common Expense Assessment unless required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency. Repairs, maintenance, or replacement

of Buildings, Common Elements, recreation facilities or other Association property, real or personal, are not subject to this Article.

3.12 Order of Business.

The order of business at all annual meetings of the Members and at special meetings, so far as practicable, will be:

- (A) Calling of the roll and certifying of proxies;
- (B) Proof of notice of meeting or waiver;
- (C) Reading of minutes of preceding meeting;
- (D) Reports of Officers;
- (E) Reports of committees;
- (F) Appointment of inspectors of election;
- (G) Election of Board;
- (H) Unfinished business;
- (I) New business;
- (J) Election of Officers.

4.00 Obligations of Members

4.01 Compliance with Rules, etc.

Members must comply strictly with the Master Deed, these Bylaws and the Rules and Regulations adopted pursuant hereto and as they are lawfully amended from time to time; and with the covenants, conditions and restrictions set forth in the deed to their Unit and the records of the county Recording Officer as applies to their Unit and the Condominium. Failure to so comply is grounds, to the extent permitted by law, for the levying of a fine or bringing of a civil action to recover sums due, for all applicable types of damages or injunctive relief, plus court costs and reasonable attorney and paraprofessional fees. Such an action can be brought by the Association on its own behalf or on behalf of the Members, or in a proper case, by an aggrieved Member. The Board at its discretion may adopt Rules and Regulations that are in addition to and supplement on restrictions on the Owners' use of the Common Elements and Units. As long as the Rules and Regulations are consistent with the intent and purposes herein, they are not deemed to be amendments to the Master Deed, Bylaws or the Association's Certificate of Incorporation. Copies of the Rules and Regulations must be kept and available for inspection during regular business hours at the Association's principal office.

4.02 Suspension of Rights.

Except as stated in Article 3.08 hereof the membership and voting rights of any Member and their (or their tenant's) rights to use the Common Elements or any recreation facilities may be suspended by the Board for any period during which any assessment or fines levied against the Unit to which such membership is appurtenant remains unpaid; but upon payment of such assessments and any interest accrued thereon, whether by check or cash, all rights and privileges of membership, except as set forth in Article 3.08 hereof, are immediately and automatically restored. When Rules and Regulations governing the use of the Common Elements and the conduct of persons have been adopted and published, the rights and privileges of any person in violation thereof may be suspended at the Board's discretion for a period not to exceed 30 days for any single non-continuous violation. If the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until the violation is abated. No such action may be taken by the Board until the Unit Owner and the occupant, if any, is afforded an opportunity for a hearing consistent with Article 19 hereof.

4.03 Contribution to Capital.

Except as set forth below, each Unit Owner must pay to the Association on acquiring title to a Unit a non-refundable and non-transferable contribution to the working capital of the Association in the amount equal to three months of the then current annual Common Expense Assessment (i.e. maintenance fee) for the Unit in effect at the time of acquisition of the Unit. Payment is a condition precedent to the exercise of Association membership rights. The Board (after the Developer is no longer in control) at its sole discretion may use any contributions to working capital for operating

deficits, capital expenditures, to offset anticipated budget increases or allocate same to any operating contingency or repair and replacement reserves or for any other lawful purpose. Upon the initial acquisition and any subsequent transfer of title to a Unit any unpaid capital contribution are a lien on the Unit in the same way as unpaid Common Expense or other assessment attributable to the Unit.

If the Sponsor conveys Units to a purchaser who leases one or more of them back to the Sponsor for use as models, offices or for other uses, then the Owner of those Units will not make contributions to the working capital of the Association for those Units leased to the Sponsor when that Owner acquires title to them from the Sponsor. Upon the Unit Owner's resale of each of those Units after the Sponsor's use of them ceases, the purchaser of the Unit must pay the contribution to the working capital of the Association then in effect. Nothing herein absolves the Owner of any Unit used by the Sponsor for models, offices or otherwise (except the Sponsor) from being responsible for satisfying all Assessments made against that Owner's Units.

4.04 Escrow Deposit.

For non payment of assessment or fine levied on a Unit, the Board at its sole discretion may require Unit Owners to deposit with the Association, in escrow, a sum not to exceed three months of the then current annual Common Expense Assessment or maintenance fee for the Unit. Any such escrow deposit will be held by the Association in an interest-bearing account which will not be combined with other assets of the Association, with the interest accruing to the benefit of the Association. Said escrow deposit, by Board resolution, may be applied and drawn upon in the event of a default of the Unit Owner for the payment of any assessment, fine, fees or other charges levied by the Board or its committees against the Unit of that Unit Owner. The Board may further order the Unit Owner to replenish any amounts so drawn upon. Upon the sale of any such Unit any escrow monies will be refunded or assigned, without interest, to the extent that the deposit has not been applied against the obligations of the Unit Owner and Unit to the Association. The Board's rights under this Article 4.04 are in addition to its right to accelerate assessments under Article 5.11(U) hereof.

4.05 Leases and Assignment of Lease and Rents, Right to Evict.

- (A) Every Unit not occupied by one or more of its record Owners must be the subject of a written lease memorializing the terms of the parties understanding as to occupancy and signed by the Unit Owner and occupant. If it is silent as to rent or use and occupancy fees, the reasonable market rate for comparable rentals in the general geographic area will be imputed.
- (B) All leases must be subject to and include the following terms:

"The owner (or landlord, as applicable) assigns to the Windsor Ponds Condominium Association, Inc. in which the owner is a member (herein referred to as the "Association"), all right, title and interest in, to and under the lease together with all rents or other monies payable to the owner by the tenant up to the amount of common expense or other assessments or other obligations due from the owner to the Association. Despite this assignment, the owner is free to collect all rents or other monies due from the tenant unless and until the owner is delinquent in payment of assessments or other obligations owed to the Association. If the owner is so delinquent, and such delinquency continues for ten or more days after the owner's receipt of written notice from the Association to cure the delinquency, the Association is authorized to: enter the unit being leased; notify the tenant in writing of the owner's delinquency, the terms of this rent assignment, and of the Association's exercise of its right to collect in the owner's name as assignee any rents accrued and unpaid as well as the rents thereafter accruing and becoming payable until the owner is no longer delinquent and the Association notifies the owner and the tenant of same in writing. Upon receipt of written demand from the Association pursuant to the terms hereof, every tenant must remit the rent due under their lease to the Association and the rents thereafter accruing, without being obligated to determine whether the owner is in fact delinquent in the payment of assessments or other obligations to the Association. The owner agrees that all payments made by the tenant to the Association as per the terms hereof shall fully

and completely discharge the obligations of the tenant to the owner under the lease. The owner further agrees that the Association is not responsible for the control, care or management of the unit or for carrying out any of the owner's duties as landlord as set forth or implied from the lease or imposed by law; and that the Association and its officers, servants, agents and employees will in no event be liable to the tenant or others by reason of any loss, injury or damage sustained because of any dangerous condition existing in the unit or exercising the rights hereunder. By entering the unit pursuant hereto, the Association does not become a "mortgagee in possession" in contemplation of law. The Board of Trustees of the Association may, on a case by case basis, agree to subordinate its rent assignment rights to an institutional mortgagee upon request by same.

Each owner hereby names and constitutes the Association as the owner's Attorney-in-Fact irrevocably for the purpose of taking any legal action against tenants or other occupants in the unit, including eviction pursuant to N.J.S. 2A:18-61 et seq. This Power-of-Attorney may be exercised by the Association if the tenant violates any of the provisions of the Master Deed, Bylaws or Rules and Regulations of the Association provided that the owner has not commenced an action to cure the violation of the Master Deed, Bylaws or Rules and Regulations within ten days of receipt of notice of same from the Association. This Power-of-Attorney is to enable the Association to exercise against the tenant each right which the Association may have to enforce the Master Deed, Bylaws, or Rules and Regulations. If the Board of Trustees of the Association takes any such action, it may recover back against the owner any costs and expenses of such action, including but not limited to reasonable attorney and paraprofessional fees and costs."

- (C) If the above required terms are not set forth in a lease, the recording of this Master Deed is notice to all subsequent tenants and Unit Owners of those terms as if they had been set forth in the lease. Each Unit Owner and tenant is estopped from objecting to the Association's exercise of its rights set forth above.
- (D) The Owner must deliver to the Association a copy of each lease and renewal leases within ten days of the Owner's execution of same.

5.00 Board of Trustees

5.01 Number, Qualifications and Compensation:

- (A) The Association's affairs are governed by a Board of Trustees consisting of five persons, each of whom shall be either an Association Member or a designee serving at the pleasure of the Sponsor. Initially all Board Members are designated by the Sponsor who can change them at any time by notice to the Association. Sponsor may name Unit Owners to serve as Sponsor's Board designees. As long as Sponsor maintains a majority of the Board it cannot make additions, alterations, improvements or purchases which would necessitate a Special Assessment or a substantial increase in the monthly Common Expense Assessment unless required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency. Nothing herein exculpates Sponsor designated Board members from their fiduciary responsibilities.
- (B) The following are the qualifications for nomination, appointment or election and service as a Unit Owner Trustee:
 - (1) Membership in good standing; and
 - (2) Representation; partnerships, corporations, fiduciaries or co-owners may designate one individual per Unit owned to be eligible for nomination, appointment or election as Trustees. Partnership designees must be members, employees or agents of the partnership. Corporate designees must be officers, stockholders, employees or agents of the corporation. Fiduciary designees must be fiduciaries, officers or

employees of the fiduciary. Co-Owners jointly holding membership in good standing may designate any one of themselves, but only one of them, to be eligible for nomination, appointment or election as a Trustee. However, in a case of any disagreement, the written consent of the majority in interest of such co-Owners is required.

- (C) All Trustees serve without compensation.

5.02 Election.

Members of the Board of Trustees are elected as follows:

- (A) Notice of all special meetings called for holding an election of Board members by Unit Owners other than the Sponsor must be given not less than 20 days nor more than 30 calendar days prior to the date of the meeting.

- (B) Within 60 days after the initial conveyance by the Sponsor to independent purchasers unrelated to the Sponsor of the first 25 percent of Units proposed to ultimately be constructed, the President must call a special meeting of Association Members at which Unit Owners other than the Sponsor may vote for and elect not less than 25 percent (2 members) of the members of the Board (the "First Transition Election"). The remaining Trustees are Sponsor designated.

- (C) Within 60 days after the initial conveyance by the Sponsor to independent purchasers unrelated to the Sponsor of the first 75 percent of Units proposed to ultimately be constructed, the President must call a special meeting of the Association Members at which Unit Owners other than the Sponsor may vote for and elect the remaining Trustees.

- (D) Despite (B) and (C) above, the Sponsor may retain and continue to designate one member of the Board for as long as there are any Units remaining unsold in the regular course of its business.

- (E) Sponsor at its sole discretion may surrender control of the Board before the time specified above, provided Unit Owners agree to assume control by majority vote of Unit Owners present and voting.

5.03 Term of Office.

- (A) Sponsor-designated Trustees serve until their respective successors have been qualified and elected at an election of Board members by Unit Owners other than the Sponsor.

- (B) Trustees elected under Article 5.02 (B), (C), and (D) serve terms expiring at the annual meeting of the Members held in the second calendar year following the year in which they are elected. If at the expiration of any such terms Article 5.03 (C) does not yet apply, then successor Trustees are elected by Unit owners other than the Sponsor for terms of two years.

- (C) At the first annual meeting of the Members after all Trustees are elected by Unit Owners other than the Sponsor, the terms of all Trustees automatically end and an election of all Trustees is held. At this election two Trustees are elected to serve terms of three years each, two Trustees are elected to serve terms of two years each, and one is elected to serve a term of one year. Thereafter, as these terms expire successor Trustees are elected to serve terms of three years each. Each Trustee holds office until a successor is elected.

5.04 Vacancies.

If the office of any Trustee becomes vacant for any reason, the majority of the remaining Trustees (including Sponsor designated Trustees), elect a successor at a regular or special meeting. The elected Trustee will hold office for the unexpired term in respect to which such vacancy occurred and until a successor is elected and qualified. Vacancies of Unit Owner elected Trustees are

replaced by other Unit Owners who are not employed or associated with the Sponsor. Vacancies of Sponsor designated Trustees are replaced by Sponsor designated successors.

5.05 Removal of Trustees.

Trustees may be removed with or without cause, by the affirmative vote of two-thirds of the Members at any meeting of Members duly called for such purpose. Trustees may be removed by the affirmative vote of two-thirds of the remaining Trustees at any Board meeting for failure to attend three consecutive regular Board or Member meetings or failure to be in good standing for 30 or more days. Notice of such a meeting must be given to the Trustee to be removed at least 15 calendar days before the meeting date and the Trustee given an opportunity to be heard at the meeting. The provisions of Article 5.05 do not apply to Sponsor-designated Trustees.

5.06 First Organizational Meeting.

The first or organizational meeting of each newly elected Board must be held either immediately on adjournment of the meeting of Members at which the election is held provided a quorum of the Board is present or, if a quorum of the Board is not then present, as soon thereafter as practicable providing notice is given to each Trustee as set forth in Article 5.07 or unless waived as provided in Article 5.09.

5.07 Regular Meetings.

Regular Board meetings may be held at such time and place permitted by law as from time to time may be determined by the Board. At least four such meetings must be held in each fiscal year. Notice of regular Board meetings must be given to each Trustee personally, by telephone, telegram, confirmed facsimile or by United States Mail with proper postage affixed, directed to their last known post office address as appears on the Association's records, at least five days before the date of such meeting. The notice must state the date, time, place and the purpose of the meeting.

5.08 Special Meetings.

Special Board meetings may be called by the President of the Association on three days written notice to each Trustee, given in the same manner as provided in Article 5.07. Special Board meetings must be called by the President or the Secretary in a like manner on the written request of any 2 Trustees.

5.09 Notices and Waivers of Notice.

Before any regular or special Board meeting any Trustee may, in writing, waive notice of the meeting and any waiver is the equivalent to notice. Attendance by a Trustee at any Board meeting constitutes a waiver of notice. If all Trustees are present at any Board meeting, no notice of the meeting is required and any business may be transacted, except as otherwise prohibited by law or these Bylaws.

5.10 Quorum, Voting and Consent in Lieu of Meeting.

(A) At all Board meetings a majority of the Trustees constitute a quorum for business transaction, except as otherwise provided in these Bylaws or by law. Provided a quorum is present at any meeting, the acts of the majority of the Trustees present and voting is necessary for valid action by the Board on any issue. If at any Board meeting there is less than a quorum present, the Trustees present may adjourn the meeting and at any such adjourned meeting at which a quorum is present any business that might have been transacted at the originally called meeting may be transacted without further notice to any Trustee.

(B) Quorum Establishment and Votes by Sponsor Designated Trustees. Sponsor designated Trustees may assist in establishing a quorum of the Board by presenting proxies to the Association at or before the Board meeting for which the quorum is being established. As all Sponsor designated Trustees are expected to cast identical votes, Sponsor designated Trustees may vote in person, by mail ballot, by proxy, or by telephone if they are not present. Telephone votes of Sponsor designated Trustees are cast after the absent Trustee has had an opportunity to participate in telephone discussions with the Board. After such a vote is cast verbally, it should be confirmed verbally by a second

Trustee. Unit Owner elected Trustees may only vote in person.

Consistent with N.J.S. 15A:6-7, while the Sponsor maintains a majority of the Board, 2 Board members will constitute a quorum. Anything to the contrary in these Bylaws, the Certificate of Incorporation or the Master Deed and if permitted by law; the entire Board has the power to act on any matter on which it is authorized to act without the necessity of a formal meeting and vote if the entire Board, or all of the Trustees empowered to act, whichever the case may be, consent in writing to such action.

5.11 Powers and Duties.

The Board has and may exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association; the operation of a residential condominium; and such other acts as are required by law, the Master Deed, these Bylaws or otherwise directed or required to be done or exercised by Association Members, Unit Owners, or by others. In administering the Association and Condominium the Board has powers and duties, including, but not limited to:

General Duties. The Board is responsible for the operation, maintenance, renewal, replacement, insurance, care, and upkeep of Buildings, Common Elements (except as specifically provided for otherwise), community and recreation facilities and all other property, real or personal, of the Association or for which it is responsible as set forth in the Master Deed and elsewhere. All repairs and maintenance must be substantially similar to the original improvements unless two-thirds of the members present and voting affirmatively vote to deviate from same. All installations must be of first class quality.

The operation, maintenance, renewal, replacement, insurance, care, upkeep and protection of each Building, its related Common Elements (except as specifically provided for otherwise) and the other property within the Phase containing the Building becomes the Association's responsibility immediately upon the Sponsor's conveyance of title to an individual purchaser for the first Unit in each Building. After conveyance of the first Unit in a Building, the Sponsor's sole obligation and responsibility with regard to the operation, maintenance, renewal, replacement, insurance, care, upkeep and protection of each such Building is to pay to the Association the applicable assessments as specified in Paragraph 7.00, et. seq. of the Master Deed. However the Sponsor is not obligated to pay any maintenance fees or assessments for Common Expenses other than replacement reserves for as long as the Sponsor is providing any subsidy or guarantee to Unit Owners of maintenance fees or assessments for Common Expenses.

The Board may adopt Rules and Regulations which supplement or are in addition to the restrictions on the Owners' use of the Common Elements. As long as such Rules and Regulations are consistent with the intent and purposes set forth herein, they are not deemed to be amendments.

The Association must maintain the Condominium's landscaping and buffer areas and replace landscaping in those areas when replacement is necessary with similar species of plants or species which provide similar characteristics.

(B) **Budget.** Before the beginning of each fiscal year the Board must prepare a budget or estimate for the annual expenses of the operation of the Association, the expenses of the operation of the community and recreation facilities, and reasonable reserves for depreciation, retirements and renewals for the following fiscal year. The total amount of such budget or estimate must be assessed against all of the Units and the respective Owners thereof, as set forth in Article 13.00 of these Bylaws. The amount thus found applicable to each Unit are to be payable by the Owner thereof to the Association in full or in equal monthly or quarterly installments, in advance, as determined by the Board. At the time of budget adoption, the Board must also review and adopt a resolution stating that the amount assessed for capital reserve replacement costs is adequate and, when applicable, adequate to cover the insurance appraisal replacement cost required in Article 5.11(Q) hereof. If the Board fails to adopt any such resolution, its adoption is implied from the Board's action of

adopting the next fiscal year's budget. The Board has the discretion to include in each budget an amount sufficient to reimburse each Trustee for all or any portion of expenses including but not limited to tuition, textbooks, transportation, gas, lodging and meals incurred by the Trustee in connection with attending up to 2 educational seminars sponsored by the Community Associations Institute or similar organizations provided that such reimbursement is approved by a majority of the Board. Trustees are encouraged to attend at least 2 such seminars during each year they serve on the Board.

- (C) **Assessments.** By majority vote the Board may adjust or increase the amount of any annual assessment and to levy and collect in addition thereto, special assessments in such amounts as the Board deems proper whenever the Board finds that it is necessary to do so to meet increased operating or maintenance costs, or approved Capital Expenditures, or because of emergencies; provided, however, that all such increases or special assessments are levied against such Owners and their respective Units in the same manner as provided in Article 13.00 hereof. While the Sponsor maintains a majority of the Board, the Board cannot make any additions, alterations, improvements or purchases not contemplated in the Sponsor's offering that will necessitate a Special Assessment or a substantial increase in the General Common Assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency.
- (D) **Use Segregation and Investment of Funds.** To use and expend sums collected from assessments or levies for the operation, maintenance, renewal, care, upkeep, and protection of the Common Elements (except as specifically provided for otherwise), community and recreation facilities of the Association and all of its real and personal property or other property that the Association must maintain as per the Master Deed. This includes the use of any surplus funds that might remain at the end of any fiscal year. Any such surplus must be the subject of an appropriate Board resolution, passed before the end of each fiscal year or no later than the meeting of the Board when the prior year's annual audit is presented for final Board acceptance. Except as otherwise specified in the Governing Documents, all Association funds must be physically segregated into one or more separate bank checking, brokerage or other appropriate accounts for: operating account, deferred maintenance, and reserves for future replacements. To the extent practicable, funds designated for these separate accounts should not be commingled and the accounts should be funded at regular intervals, not to be more than quarterly. The monies are to be used for their intended purposes. The Board may create such other account categories as deemed advisable for proper administration of the Association and Condominium's affairs. The Board, in its sole discretion, determines the strategy and standards for investing Association funds which strategy and standards will be no more liberal (but may be more conservative) than as permitted by The Prudent Investor Act (N.J.S. 3B:20-11:1).
- (E) **Fidelity Bonds.** To require Association officers and employees who handle or are responsible for funds in the Association's possession or under its control to furnish adequate fidelity bonds, in a form which includes penalties and corporate surety satisfactory to the Board. The premiums on such bonds are Association Common Expenses.
- (F) **Taxes.** To pay all taxes and assessments levied or assessed against any Condominium property, exclusive of any taxes or assessments levied against any individual Unit or otherwise properly chargeable to the Owners thereof.
- (G) **Personnel/Equipment/Etc.** To hire, employ and dismiss such workers and other personnel and to purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the Board's opinion may be necessary for the proper operation and maintenance of the Condominium and Association community and recreation facilities, except the portions thereof required to be maintained by Unit Owners. The Board may employ a manager for the Association on such terms established by the Board, to perform such duties and services as the Board may lawfully delegate.
- (H) **Access to Units.** To enter or cause to be entered any Unit with notice at a reasonable hour when deemed necessary for or in connection with the operation, maintenance, repair or

renewal of any Common Elements, or to prevent damage to the Common Elements or any Units, or in emergencies provided that such entry and work is to be done with as little inconvenience as possible to the Owners and occupants of such Units. Each Owner is deemed to have granted such rights of entry by accepting and recording the deed to their Unit.

- (I) **Delinquencies.** To the extent permitted by law, to levy, impose and collect delinquent penalties, fines, levies or assessments made by the Association through the Board against any Units and the Owners thereof; and such costs and expenses incurred in connection therewith, including, but not limited to, court costs, attorney and paraprofessional fees, whether by suit or otherwise, to abate nuisances and enforce observance of the Rules and Regulations relating to the Condominium, by injunction or such other legal actions or means as the Board deems necessary or appropriate.
- (J) **Professionals.** To employ or retain legal counsel, engineers, accountants and other professionals, and to fix their duties and compensation whenever such professional advice or services may be deemed necessary by the Board for any proper purposes of the Association.
- (K) **Contracts.** To enter into any contracts or agreements for the operation of the Association of the Condominium including contracts for professional management, with private parties or any governmental agency or pursuant to any applicable laws or regulations.
- (L) **Outside Management.** To hire an outside agent or management firm to perform those services required by these Bylaws which may be legally delegated.
- (M) **Bank/Brokerage Accounts.** To cause such operating, reserve, escrow accounts as required herein and other accounts, if any, to be established and opened as the Board may deem appropriate from time to time and as may be consistent with good accounting and fiscal management practices. Two Board members' signatures are required for any withdrawals from any accounts.
- (N) **Fiscal Reports.** To cause a complete audit of the books and accounts of the Association to be made by an independent Certified Public Accountant at the end of each fiscal year, and at such other times deemed necessary. The Board must prepare, at the end of each fiscal year, a report of the Association's business and affairs, showing transactions and its full and accurate financial condition. Beginning no later than the first year the Board is controlled by Unit Owner elected Trustees and every three years thereafter, the Association must obtain a report from its engineer or other appropriate professionals, which may be reviewed by its accountants, to establish the adequacy of reserves based on realistic estimates of replacement costs and useful life expectancies of the items being reserved for. Copies of all fiscal and reserve reports must be made available to Members during Association working hours.

While the Sponsor maintains a majority of the Board seats, the Board must have an annual audit of Association funds prepared by an independent public accountant, a copy of which shall be delivered to each Unit Owner within 90 days of the expiration of the fiscal year of the Association. The audit must cover the operating budget and reserve accounts. The cost of these audits are to be paid by the Association.

For all years that the Sponsor is selling Units, the Association must deliver to the Sponsor a copy of each of the above referred reports and studies, within 30 days of the Board's acceptance of each of same.

- (O) **Detailed Books.** To keep detailed: (1) minute books of all Board and Member meetings containing complete copies of all resolutions and Rules and Regulations the Board adopts, all correspondence regarding Association business and the condition of and repairs to Units and Common Elements, etc.; and (2) books of accounts of the receipts, expenditures and

investments affecting the Condominium and its administration specifying the maintenance and repair expenses of the Common Elements and all other expenses incurred.

- (P) **Fines.** To make and enforce compliance with such Rules and Regulations related to the operation, use and occupancy of Units, Common Elements and other Association facilities, to the extent permitted by law, by the levying, imposing and collecting of fines or otherwise, and to amend the Rules and regulations from time to time as the Board deems necessary or appropriate. When approved by appropriate resolutions the Rules and Regulations are binding on Owners, guests and occupants of Units, and their successors in title and assigns. A copy of the Rules and Regulations and copies of any amendments to them must be delivered or mailed to each Unit Owner promptly upon the adoption thereof or posted in one or more conspicuous places on the Common Elements or in the Community Building, if any.

Insurance. To obtain and maintain, the following types of insurance: (1) broad form insurance against loss by fire, lightning, windstorm and other risks normally included within all risk extended coverage, including vandalism and malicious mischief, all Buildings containing Units and Common Elements therein together with all central utility and other services contained therein, and all Buildings, fixtures, equipment and Association personal property, in an amount the Board determines. All such policies will provide that in the event of loss or damage, the proceeds of said policies are to be payable to the Board or to its insurance trustee designee on behalf of all of Unit Owners and mortgagees in said Buildings. Said insurance trustee must apply said proceeds as set forth in Article 6.00 of these Bylaws. Each policy must contain a standard mortgage clause in favor of each mortgagee of a Unit and provide that losses, if any thereunder, are to be payable to such mortgagee as its respective interests may appear, subject however, to the right of the Board or its insurance trustee designee to receive proceeds to be applied to repair or reconstruction as provided herein; (2) workmen's compensation; (3) public liability insurance insuring the Association and Members against liability for negligent acts of commission or omission attributable to the Association or any Members and which occur on or in any of the Common Elements or any Association community or recreation facilities; (4) burglary, theft and such other insurance as will protect the Association's interests and employees; and (5) liability insurance indemnifying Association Trustees and Officers against liability for errors and omissions occurring in connection with their performing their duties in an amount of at least \$1,000,000.00 with any deductible amount determined in the Board's sole discretion and in accordance with recommended guidelines of the Community Association Institute or other similar entity. All insurance premiums are Association Common Expenses. Unless 75 percent of the first mortgagees (based upon one vote for each first mortgage owned) or the individual Unit Owners (other than the Sponsor) give prior written approval, the Board cannot; (a) fail to maintain fire and extended coverage on insurable common property on a current replacement cost basis (in an amount not less than 100 percent of the insurable value (based on current replacement cost) and (b) use hazard insurance proceeds for losses to any common property for other than their repair, replacement or reconstruction.

At least every five years, the Board must adjust the insurance coverages based on an appraisal of the replacement value of all property the Association insures.

- (R) **Waiver of Subrogation and Cancellation.** All policies of physical damage insurance must contain waivers of subrogation and of any reduction of pro-rata liability of the insured as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and provide that such policies cannot be canceled or substantially modified without at least ten days prior written notice to all of the insureds, including all mortgagees of Units.
- (S) **Unit Owner's Insurance.** Unit Owners are encouraged to and may obtain insurance on their own account and for their own benefit. Owners cannot, however, insure any part of the Common Elements whereby, in the event of loss, the Association's rights to recover under its own insurance policies for such loss is diminished in any way.

(T) **Committees.** The Board may appoint committees deemed appropriate to assist in carrying out its purposes. The committees will perform such other functions as the Board determines in its discretion. The committees will include but are not limited to:

- (1) **A Recreation Committee**, which will advise the Board on all matters pertaining to the recreational program and activities of the Association.
- (2) **A Grounds and Maintenance Committee**, which will advise the Board on all matters pertaining to the maintenance, repair or improvement of the Common Elements and other property which the Association must maintain as set forth in the Master Deed.
- (3) **An Architectural Control Committee**, which will consider requests by Members for modifications to any Common Elements, and establish guidelines and procedures for review of such requests consistent with the Master Deed and Bylaws, and make recommendations to the Board as to what action should be taken on such requests.
- (4) **A Covenants Committee**, consisting of not less than three nor more than five persons appointed by the Board, a majority of whom will always be Unit Owners, with the balance comprised of either Unit Owners or tenants. Each person serves a term of one year and can be reappointed. This Committee assures that the Condominium will always be maintained in a manner that:
 - (a) provides for visual harmony and soundness of repair;
 - (b) avoids activities deleterious to the Condominium's aesthetic and property values;
 - (c) furthers the comfort of Unit Owners; their guests, invitees and lessees; and
 - (d) promotes the Condominium community's health, general welfare and safety.

The Covenants Committee regulates the external design, appearance, use and maintenance of the Common Elements in accordance with the Master Deed and Bylaws. The Covenants Committee has the power to issue a cease and desist request to Unit Owners, their guests, invitees, or lessees whose actions are inconsistent with the provisions of the Condominium Act, the Master Deed, Bylaws, the Rules and Regulations or resolutions of the Board (upon petition of any Unit Owner or upon its own motion). The Covenants Committee provides interpretations of the Master Deed, Bylaws, Rules and Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board. Any ruling of the Covenants Committee may be appealed to the Board by any party the Board deems to have standing as an aggrieved party. The vote of a majority of the full membership of the Board may affirm, modify or reverse any Covenant Committee ruling.

The Covenants Committee must preserve any designated "No Parking" areas, "Fire Lanes" and any other traffic control devices and Rules and Regulations approved by the Board.

The Covenants Committee has such additional duties, powers and authority as the Board may provide by resolution including the right to impose fines pursuant to Article 5.11 (P) and Article 4.01 hereof. The Board by a majority vote of its full membership may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis. The Covenants Committee must function in compliance with these Bylaws, the Rules and Regulations and Board resolutions.

- (5) **A Transition Committee**, which performs the functions and duties set forth in Article 17.00 hereof.

(U) **Acceleration of Assessment Installment Upon Default.** If a Unit Owner is in default in the payment of an installment of the annual Common Expense Assessment, the Board must accelerate the assessment installments due for the next 12 months (at the then applicable rate) and file a lien for the accelerated amount on notice to the Unit Owners. If the delinquent installment or the accelerated Common Expense Assessment is not paid by the date stated in the notice, any unpaid balance is to be made to become due upon such date, but not less than five days after delivery of the notice to the Unit Owners, or not less than ten days after the mailing of such notice has been given, whichever occurs first. If no such notice has been given and the default continues between 30 and 90 days after the default first occurs, the Board must accelerate the remaining Common Expense Assessment installments, upon similar notice to the Unit Owners, and file a lien for same as permitted by law if the delinquent installment is not paid by the date set forth in this notice. If one or more of the above notices are sent, the Board may notify any Institutional Lender holding a mortgage on the Unit affected by such default and publish appropriate notice of such delinquency to Association Members in the manner the Board deems appropriate. If the default continues beyond 120 days, the Board may foreclose their lien pursuant to law or commence a suit against the appropriate parties to collect any outstanding monies.

(V) **Interest, Late Fees and Counsel, Etc. Fees.** In connection with the collection of any type of assessment or other charge or debt owed to the Association, if payment is not made by the date stated in a notice to the Unit Owners, the Board at its option has the right to impose a late charge of any reasonable amount and interest at the maximum legal rate permitted by law for the payment of delinquent real estate taxes. If the Association effects collection of any debts owed to it by filing a lien or resort to counsel, the Board must add to the assessments or charges a sum equal to the greater of (1) the total amount of counsel and paraprofessional fees, costs of collection and costs for preparation, filing and discharge of the lien incurred in addition to such other sums allowed by law, or (2) 20 percent of the gross amount due as counsel fees, plus reasonable costs for preparation, filing and discharge of the lien, in addition to such other sums allowed by law.

If the Association or any members of its Board of Trustees or committees, as applicable, defeat any claims made against them by any Unit Owner who is a party in any lawsuit, then in addition to any other relief the court deems equitable, the court has the discretion to order the Unit Owner to reimburse the Association for up to the total amount of court costs, counsel and paraprofessional fees, and any other costs expended in defense of such an action.

The Board in its discretion may settle any claim for monies due the Association at less than the total amount of the claim.

In any action or proceeding brought or defended by the Association, the costs and expenses of preparation and litigation, including attorney and paraprofessional fees are Common Expenses.

Money judgments recovered by the Association in any action or proceeding, including costs, penalties or damages are a special fund applied to: (1) unpaid litigation expenses; then to (2) refunding to the Unit Owners the cost and expenses of litigation advanced by them; then to (3) Common Charges, if the recovery thereof was the purpose of the litigation; then to (4) repair or reconstruction of the Common Elements if recovery of damages to same was the basis of the litigation; and, then, (5) any amount not applied to (1), (2), (3) and (4) above, at the discretion of the Board, may be treated either as common surplus or as a setoff against Common Charges generally. Despite the foregoing, if a Unit Owner, the Board or any other person or legal entity affected by any such distribution, asserts that the damages sustained or the diminution in value suffered by one or more Unit Owners was disproportionate to their percentage of common interest, in which event, at the election of either the Association or the Unit Owner, the matter may be submitted to binding arbitration to be decided in accordance with the rules and procedures of the American Arbitration Association.

All Common Charges received and to be received by the Board, for the purpose of paying any judgment obtained against the Association or the Board and the right to receive such funds, constitute trust funds which is to be expended first for such purposes before expending any part for any other purpose.

If a Unit Owner obtains a judgment or order against the Association or the Board, then in addition to any other sums to which the Owner may otherwise be entitled, they may also ask the court to order the recovery of any sums paid to the Association as Common Charges for litigation expenses related to said action or proceeding.

(W) **Power-of-Attorney to Institutional Lender.** If the Board does not start enforcement procedures discussed above within the time provided, any Institutional Lender for any Unit for which there are unpaid assessments is hereby irrevocably granted by the Association and the Board a power-of-attorney, coupled with an interest in the subject matter, to commence such actions and to invoke such other remedies in the Association's name.

(X) **Parking Spaces.** To assign and designate vehicle parking spaces for use by individual Units and to reassign and redesignate them as the Board deems necessary in its sole discretion. To adopt Rules and Regulations for the use of all vehicle parking spaces including the type, size and classification of vehicles permitted to use them as well as the total number of vehicles which may be parked on the Common Elements on a permanent basis per Unit. The Board will maintain parking plans and an official parking spaces map showing the current parking space assignments. This map will be available for inspection in the Association's office during normal business hours. The Association, upon written request, must confirm current parking space locations for Owners who are in the process of conveying their Units.

The Board may suspend the rights of Unit Owners and occupants to use assigned parking spaces, the Common Elements or Limited Common Elements for parking of motor vehicles if the Owners of the Unit occupied by that person is not an Association Member in good standing. Any parking right suspension must be on five days written notice to the applicable Unit Owner. The Board or its designee may authorize the towing or other removal from Condominium property of motor vehicles owned or operated by Unit Owners or occupants whose parking rights have been suspended or motor vehicles that appear to be abandoned or that are otherwise improperly parked on the Common Elements or Limited Common Elements. Any such removal will be at the expense of the motor vehicle owner.

(Y) **Use of Units, Recreation Facilities and Common Elements.** To adopt Rules and Regulations and to regulate the use of: Units (to the extent limited by the Master Deed, these Bylaws, and law); the Common Elements and any recreation facilities, including setting the hours of operation, guest fees, the number of persons who are permitted use at any one time, private use by members and their guests, including charging fees and scheduling. The Board may suspend the rights of Unit Owners and occupants to use recreation facilities, the Common Elements or Limited Common Elements if the Owners of the Unit occupied by that person is not an Association Member in good standing. Any such suspension must be on five days written notice to the applicable Unit Owner.

(Z) **Escrow Deposit.** To impose the escrow deposit set forth in Article 4.04 hereof upon Owners and Units.

(AA) **Transition Expense Fund.** Within the second budget year of the Association or such other appropriate timeframe, the Board must cause the Association's Budget to contain a Transition Expense Fund line item sufficiently funded to pay the reasonably estimated Association costs of its Transition Committee for independent legal, engineering, accounting and any other professional consultants or other costs necessary to assist the Transition Committee in its duties consistent with Article 17.00 hereof. The Transition Expense Fund monies may be maintained by the Board at its discretion either in a segregated account or in one or more consolidated accounts. As to any consolidated

accounts, the division of same into the Transition Expense Fund need be made only on the Association's records.

- (BB) **Affordable Units.** The Association, Board and Members are not permitted to modify the Master Deed, the Bylaws or create and Rules and Regulations to in any way change the rights and duties of the Affordable Units or the Affordable Unit Owners set forth in the Master Deed, Bylaws, Affordable Housing Plan, Affordable Housing Agreement, Second Repayment Mortgage, Second Repayment Mortgage Note, or as otherwise set forth in applicable laws or regulations.

5.12 Sponsor Veto Rights.

The Association, when controlled by the Unit Owners, must not take any action detrimental to the sale of Units by the Sponsor and must continue the same level of maintenance, operation and services as immediately before Unit Owners assume control of the Board until the Sponsor conveys the last Unit to be sold in its normal course of business.

To assure the foregoing, until the Sponsor conveys the last Unit to be sold in the Condominium, the Sponsor, in its sole but reasonably exercised discretion, has the right to veto any and all actions of the Board which may have any direct or indirect financial, legal or other negative effect on Sponsor including but not limited to an impact on the Sponsor's sale of Units. The Sponsor must exercise its veto right, within 30 days after it receives written notice from the Board that it has passed a resolution or taken other action. In such event, the Sponsor will notify the Secretary of the Board of exercise of its veto right and any such proposal or action of the Board will be void. These protective provisions are to be construed in accordance with and not in derogation of N.J.S. 46:8B-12.1 of the New Jersey Condominium Act and N.J.A.C. 5:26-8.4 of the regulations adopted under the New Jersey Planned Real Estate Development Full Disclosure Act, N.J.S. 45:22A-21 *et seq.*

5.13 Sponsors Bond Obligations.

While the Sponsor maintains a majority of the seats on the Board, it must post a fidelity bond or other guarantee acceptable to the New Jersey Department of Community Affairs, Division of Codes and Standards, in an amount equal to the Association's annual budget. For the second and succeeding years, the bond or other guarantee must include accumulated reserves.

6.00 Damage to Buildings, Reconstruction, Sale, Obsolescence.

6.01 Damage.

If fire or other casualty results in damage to the Buildings or Common Elements amounting to less than two-thirds of the value of the Condominium, the net proceeds of any insurance collected must be made available for the purposes of repair, restoration, reconstruction or replacement. Where the insurance indemnity is insufficient to cover the cost of repair, reconstruction, restoration or replacement, the new Buildings' costs must be paid by all of the Owners directly affected by the damage, in proportion to the fair market value of their respective Units. If any Owner refuses to make such payments, the Board must levy an assessment in an amount proportionate to the fair market value of the Units affected by the damage, the proceeds of such assessment being paid, with the insurance indemnity, to the Association for the purpose of covering the costs of repair and replacement. If any Unit Owner fails to pay the assessment in a reasonable time, the Association may cause the repair, restoration or replacement or reconstruction to be accomplished and charge the cost thereof, less any applicable insurance credits, to the Owners of the Units affected in the proportions mentioned. Such costs less any insurance credits, will constitute a lien against the Unit of the delinquent Owner and may be enforced and collected in the same way as all other liens as provided herein. The provisions of this Article may be changed by unanimous resolution of the parties concerned, adopted subsequent to the date on which the fire or other disaster or casualty occurred.

6.02 Total Destruction.

If total destruction of the entire Condominium occurs, or if the Common Elements are damaged or destroyed to more than two-thirds of the Condominium's value, the Unit Owners directly affected may elect to reconstruct or replace the Buildings and Common Elements. The election to

reconstruct or replace and payment of the costs thereof is to occur as provided in the preceding section of this Article.

If the Unit Owners elect not to reconstruct or replace, the Unit Owners, with the consent of all of the mortgagees holding first mortgages on the Units, may sell the entire Condominium for cash or upon terms, provided 75 percent or more of the Owners are in accord and so vote at a special or regular meeting of Members. If the election is made to sell, the covenants against partition contained in the Master Deed become null and void, Owners are entitled to convey their interest in the Condominium and may invoke relief in a Court of Chancery to compel a sale and partition against those Owners who have refused to approve such a sale and partition.

All sums received from insurance are to be combined with the proceeds of the sale of the Condominium. After providing for all attorney's fees in the event of any litigation necessary to compel Owners to join in a conveyance of their interests in the Condominium, distribution of the combined funds must be made to the Owners of the Units in the said Condominium, in proportion to the fair market value of their respective Units, subject only to the rights of outstanding mortgage holders.

Except as provided in this Article, the General and Limited Common Elements remain undivided and cannot be the subject of an action for partition or division of their co-ownership.

6.03 **Obsolescence**

If the Board determines that the Condominium Buildings are obsolete, the Board, at any regular or special meeting of Members, may call for a vote by the Members to determine if the entire Condominium should be placed on the market and sold. If 90 percent of the Members determine that the Condominium should be sold, the provisions of Article 6.02 applying to the sale of the property become effective.

If the Board determines that any of the community, recreation facilities or any other real or personal property of the Association are obsolete, the Board, at any regular or special meeting of the Members, may call for a vote by the Members to determine if that property should be demolished or replaced. If 90 percent of the Members determine that the property should be demolished or replaced, the costs thereof is to be assessed against all of the Association's Members in accordance with Article 13 hereof.

7.00 **Officers**

7.01 **Designation.**

Association officers are its President, Vice President, Secretary and Treasurer. The Secretary may also hold the office of Treasurer. The President is a member of the Board. The Board may appoint Assistant Secretaries and Treasurers as deemed necessary. All officers must be Association Members, except Sponsor-designated Trustees.

7.02 **Officer Elections.**

Association officers: are elected annually by the Board at its organizational meeting or the first meeting of each new Board; hold office until their successors are elected or appointed and qualified by the Board; holds office at the Board's pleasure; and, may be removed either with or without cause and their successor elected at any Board meeting called for such purpose upon the affirmative vote of a majority of the Board members.

7.03 **President.**

The President is the Association's chief executive officer and presides at all Member and Board meetings. The President has the general power and duties usually vested in the office of president of an association, including, but not limited to; the power to appoint committees from among the Members from time to time as deemed appropriate to assist in the conduct of the affairs of the Association; the power to execute deeds, contracts and other instruments in the Association's name and on its behalf and under its corporate seal when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and

executing thereof is delegated by the Board to another Association officer or agent.

7.04 Vice-President.

In the President's absence the Vice President performs all duties of the President, as well as such other duties the Board requires.

7.05 Secretary.

The Secretary attends all Board and Member meetings; records all votes; takes and keeps records of all meetings, proceedings and resolutions in a minute book kept for that purpose; performs like duties for any committees when requested; keeps and has charge of the list of Members required to be kept as per Article 3.06 hereof, the minute books and such records and papers as the Board directs; has custody of the corporate seal and when the Board authorizes affixes it to instruments requiring it and attests to same when appropriate; performs all duties incident to the office of Secretary, including the sending of notices of meetings to the Members, the Board and committees; and performs such other duties as may be prescribed by the Bylaws, Board or President.

7.06 Treasurer.

The Treasurer is responsible for Association's funds and securities; keeps full and accurate accounts of receipts and disbursements in books belonging to the Association; deposits all monies, checks and other valuable effects in the name and to the credit of the Association in depositories the Board designates; disburses Association's funds as the Board orders and makes proper vouchers for same; and gives the President and Board accountings of transactions made and of the Association's financial condition at regular meetings or whenever Trustees or the Board request.

7.07 Officer Compensation.

Association officers serve without compensation except that they are entitled to reimbursements for all expenses reasonably incurred in the discharge of their duties.

7.08 Other Powers and Duties.

Officers have such other duties, powers and responsibilities as the Board authorizes from time to time.

8.00 Indemnification and Exculpation of Officers, Trustees and Committee Members.

- (A) The Association indemnifies every current and past Trustee, officer and committee member and each of their heirs, executors and administrators against all losses, costs and expenses, including counsel fees, reasonably incurred by an indemnitee in connection with any action, suit or proceeding to which they are made a party by reason of being or having been an Association Trustee, officer or committee member, except if they are finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of settlement, indemnification is provided only in connection with matters covered by the settlement and for which the Association receives advise of counsel that, by a preponderance of the evidence then known, the indemnitee was not guilty of gross negligence or willful misconduct in the performance of Association duties. Costs of Association indemnification are Association Common Expenses. This Article does not obligate the Association to indemnify anyone against whom allegations are based on their actions or status as Condominium resident, Member or Unit Owner.
- (B) Unless acting in bad faith, neither the Board as a body nor any past or current Trustee, officer, or committee member is to be personally liable to any Unit Owner in any respect for any action or lack of action arising out of execution of their office or position. Each Unit Owner is bound by the good faith actions of the Board, officers and committee members in the execution of their duties.

Nothing contained herein exculpates Board members appointed by Sponsor from their fiduciary responsibilities.

9.00 Fiscal Year.

The fiscal year of the Association begins on January first of each year, unless changed by a vote of two-thirds of the full Board.

10.00 Corporate Seal.

The Association's corporate seal consists of two concentric circles between which is inscribed the Association's name and within the circumferences of the inner circle the words "Incorporated, New Jersey" and its year of incorporation appear.

11.00 Amendments to Bylaws.

These Bylaws and the form of administration set forth herein may be amended by the affirmative vote of 67 percent of the total number of votes of Association Members and within the limitations prescribed by law. No such modification is effective until embodied in a instrument recorded in the office of the Recording Officer.

The Sponsor is not permitted to cast any votes held by it for unsold lots, parcels, Units or interest to amend the Master Deed, Bylaws or any other document to change the permitted use of a lot, parcel, Unit or interest; or for the purpose of reducing the Common Elements or facilities.

12.00 Dissolution.

12.01 Procedure.

If it is deemed advisable and a benefit to Association Members that the Association be dissolved, the procedures for dissolution set forth in the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1 et seq. are to be followed.

12.02 Distribution of Assets.

In the event of dissolution, the Association assets, after payment of all debts including mortgages and other encumbrances, are to be distributed to Unit Owners in proportion to the fair market value of their respective Units.

13.00 Members Maintenance Fees.

Common Expense Assessments or maintenance costs for the Association and Condominium owned lands and facilities are computed on the basis of each Unit paying an equal share of the total operating budget of and all Association assessments except Remedial Assessments. Should the actual number of Units constructed differ from 370, the Common Expense Assessment or maintenance cost payment for each Unit will be determined by a fraction, the numerator of which is one, and the denominator of which is the actual number of Units constructed, multiplied by the total operating budget of the Association. The budget is to provide for the complete allocation of the total of all assessments collected from the Unit Owners without any unallocated surplus remaining.

The amounts computed reflect that Affordable Units and their Owners are responsible to pay the same individual Unit Common Expense, Special or Emergency Assessments as the Market Units. Beginning on the date when the Affordable Housing Plan ceases to apply to a specific Affordable Unit, that Affordable Unit is no longer be considered to be an Affordable Unit; it becomes a Market.

14.00 Reserves.

The Board is not obligated to expend all of its revenues in any accounting period, and, by regular installment assessment payment, rather than by Special Assessments, must maintain reasonable and adequate reserves for, among other things; maintenance, repairs and replacement of those Common Elements or other common property that must be replaced on a periodic basis, emergencies, contingencies for bad weather or uncollected accounts. Despite anything herein to the contrary, in determining the Common Expenses and the preparation of a budget, the Board must specifically designate and identify what portion of the Common Expenses to be assessed against the Units is allocable to reserves for each separate item of repair and improvements. The same may be lumped together and must be kept in interest bearing savings or other appropriate investment vehicles. Interest or dividends earned are to remain allocated to such reserves and are not to be used for

general Association purposes. The Board is permitted to keep additional cash on hand in a checking or petty cash account for the necessary discharge of its duties. The Board, at the time of budget adoption for the ensuing year must evaluate the adequacy of the replacement reserves and adopt a resolution stating that they are sufficient for the purposes set forth in this Article.

15.00 Agreement for Professional Management.

Any agreement for professional management of the Association, or any other contract providing for services of the Sponsor, may not exceed one year. Any such agreement must provide for termination by either party (a) without cause and without payment of a termination fee on 90 days written notice and (b) for cause upon 30 days written notice.

16.00 Open Meetings of the Association.

All meetings of the Transition Committee and the Board, except conference or working sessions at which no binding votes are to be taken, must be open to attendance by all Unit Owners.

16.01 Restrictions to Open Meetings.

Despite the forgoing, the Board and the Transition Committee may exclude or restrict attendance at those meetings, or portions of same, at which any of the following are to be discussed:

- (A) matters the disclosure of which would be an unwarranted invasion of individual privacy;
- (B) pending or anticipated litigation or contract negotiations;
- (C) matters falling within the attorney-client privilege to the extent that confidentiality is required for the attorneys to exercise their ethical duties as lawyers; or
- (D) matters involving the employment, promotion, discipline, or dismissal of a specific Association employee.

16.02 Minutes at Open Meetings.

At each meeting or portions of meetings required to be open to all Unit Owners, minutes of the proceedings must be taken, and copies of those minutes must be made available to all Unit Owners before the next open meeting. The Board must keep reasonably comprehensive minutes of all its meetings showing its time, place, members present, subjects considered, actions taken, votes of each member, and any other information required by the Bylaws to be shown in the minutes. Minutes are to be available to Members upon request.

16.03 Notice Requirements for Open Meetings.

- (A) Adequate Notice of any open meeting must be given to Unit Owners. "Adequate Notice" means written notice, at least 48 hours in advance, of the date, time, location and, to the extent known, the agenda of any regular, special, or rescheduled meeting. It must accurately state whether formal action may or may not be taken. This notice must be: (1) prominently posted in at least one place on Condominium Property reserved for such or similar announcements and that is accessible to all Owners at all times; and (2) mailed, telephoned, telegraphed or hand delivered to at least 2 newspapers designated by the Board because they have the greatest likelihood of informing the greatest number of Unit Owners; and (3) filed with the Association Secretary or administrative staff person responsible for administering the Association's business office.
- (B) At least once each year, within seven days following the annual Association meeting, the Board must post and maintain posted throughout the year, notice, in the locations established under (1) above, mail to the newspapers to which notices are sent under (2) above, and file with the Association Secretary or administrative staff person responsible for administering the Association's business office under (3) above; a schedule of the regular Board meetings to be held during the succeeding year and, to the extent known, the location, time and date of each meeting. If this schedule is thereafter revised, the Board, within seven days after the revision, must post, mail and submit such revision in the manner set forth above.

16.04 Emergency Meetings.

If the Board must deal with matters of such urgency and importance that, in the Board's sole judgment, delay for the purpose of providing 48 hours advance notice would be likely to result in substantial harm to the interests of the Association; the notice will be deemed adequate if it is provided as provided in Article 16.03 above as soon as possible following the calling of the meeting.

16.05 Automatic Amendment on Change of Law.

The provisions of Article 16.00 are automatically amended without necessity of Member or Board votes simultaneously on changes or additions to N.J.S.: 5:20-1.1 et seq. or issuance of judicial opinions on same, it being the intent that at all times Article 16.00 is to be consistent with same.

17.00 Dispute Resolution and Transition Procedures.**17.01 Purpose of Transition.**

The Board must establish a Transition Committee (as used in this Article, the "Committee") to provide for a timely mechanism to ensure that the Sponsor has properly discharged its warranty and construction obligations with respect to the Common Elements, Limited Common Elements and other improvements which the Association may be obligated or agree to maintain ("Other Improvements"); and that the Sponsor properly has discharged all other of Sponsor's duties and obligations set forth or implied from the Bylaws, Master Deed or The Public Offering Statement as they have been amended.

17.02 Committee Creation and Members.

The Committee is to be established by the Board no later than 30 days after the Association is given notice by the Sponsor to begin the Transition Process for the first section or Phases of the Condominium to be completed (see Article 17.03 below).

At all times the Committee must consist of Association Members in good standing who reside in their Units as their primary residence other than Sponsor-designated Board members ("Resident Owners"). If the Committee is to be established before the First Transition Election, its members will consist of five Resident Owners who volunteer to serve and who are elected by a majority of the Members then present and voting with Sponsor abstaining from any such voting. After the First Transition Election, the Committee will consist of the first 2 Unit Owner elected Board members and three other Resident Owners appointed by the Board from the various Association committees. If there are any vacancies on the Committee other than Resident Owner Board member vacancies, the successor Committee members will be appointed by the Unit Owner elected Board members from the various Association committees within 30 days of the occurrence of such vacancies.

The Committee must be increased in size as other Board members are elected by Unit Owners until the Committee is made up of seven Resident Owners. The Resident Owner Board members on the Committee serve only during their respective Board terms. After all Board members are elected by Owners other than the Sponsor, the Committee may be reconstituted to consist of such number Resident Owners, as the Board deems appropriate.

17.03 Authority.

The Committee will negotiate with representatives of the Sponsor on issues in dispute between the Association and the Sponsor. The Committee will inspect and evaluate the condition of all Common Elements, Limited Common Elements or Other Improvements which the Sponsor, from time to time has indicated in writing to the Association are complete and ready to be inspected for compliance with the Sponsor's warranty and construction and other obligations ("Notice of Completion"). The Committee's activities will be with the assistance of qualified independent engineering, legal or other consultants chosen by the Committee, hired by the Board and who are paid from the Transition Expense Fund described in Article 5.11 (AA) hereof. The Committee negotiates the appropriate remedial measures and resolutions of issues with the Sponsor, and the terms and conditions to be contained in one or more Transition Agreements and Releases of Sponsor's liability with respect to each completed portion of the Common Elements, Limited Common Elements and Other Improvements, but not for warranty obligations for individual

Condominium Units.

17.04 Procedure.

The Transition Process will commence as separate sections or Phases of the Condominium are completed by the Sponsor and continue in a separate and independent manner thereafter as Phases or sections of the Condominium are completed until all issues related to all Condominium Phases have been addressed.

- (A) **Inspections and Reports.** The Committee will cause each completed Phase of the Common Elements, Limited Common Elements and Other Improvements to be inspected by and obtain a written report from their independent engineering and other consultants ("Consultants") within a reasonable time, which cannot exceed one 180 days, after the Committee's receipt of each Notice of Completion. The Committee and Sponsor are urged to jointly inspect the improvements with their consultants (with or without legal counsel being present) during the period when the Committee's Consultants are examining the improvements and before their Reports are drafted to facilitate open communication on the condition and manner of construction of the improvements. A copy of each final report from the Association's consultants ("Report") must be furnished to the Board and the Sponsor within ten days after the Committee's receipt and acceptance of same. Thereafter, the Committee or its designated representatives and agents and the Sponsor must conduct one or more joint inspections of the improvements covered by the Notice of Completion and pursue appropriate good faith negotiations to resolve any differences with respect to Sponsor's obligations regarding the completed improvements and other dispute items whether or not covered in the Consultants' Reports.
- (B) **Committee Meetings, Voting.** The Committee must meet as often as necessary to perform its duties, but not less than once a month. The Quorum for Committee meetings is one more than 50 percent of the total number of Committee members. The vote of the majority of Committee members present and voting is final. A Committee quorum need not be present at inspections of or negotiating sessions with the Sponsor or at Alternate Dispute Proceedings conducted as per Article 17.08 hereof. At its meetings the Committee must keep minutes and obtain input from Resident Owner Board members and Association Members and, if the Committee so chooses, their Consultants on any disputed issue. The Committee must deliver copies of minutes of each of their meetings to the Association Secretary.
- (C) **Transition Agreements and Releases.** If an agreement between the Committee and the Sponsor is reached on disputed issues or on the appropriate remedial measures and conditions to be contained within Transition Agreements, then the Committee on behalf of Unit Owners, the Association and the Board is empowered to enter into written full or partial Transition Agreements with the Sponsor, as applicable. Said Agreements will specify the terms of the parties agreement and the resolutions on the disputed issues or items which the Sponsor has agreed to perform or pay for and which will release the Sponsor from liability with respect to such completed improvements, subject to the terms and conditions as may be acceptable to the Committee and Sponsor ("Transition Agreement"). Transition Agreements release Sponsor from any further obligations with respect to completed improvements or issues in dispute upon the Sponsor complying with its terms. Transition Agreements may be approved as to form by the independent legal counsel for the Association and the Sponsor and are legally binding on Unit Owners, the Board, the Association, the Sponsor and their successors and assigns. Transition Agreements or other releases of Sponsor's liability voted on or executed by the Committee pursuant to this Article 17 when some or all Board members are designated by the Sponsor are legally binding on the Association and its Members, absolutely and forever despite the fact that some or all of the Board had been designated by the Sponsor.

17.05 Sponsor Involvement and Deliberations.

Sponsor designated Board members will not participate in transition related internal Board or Committee activities nor will they vote at Committee or Board meetings related to the Transition Process except; (a) discussions on the general nature of the Transition Process itself, or (b) arms-length negotiations between the Committee and Sponsor, at which time Sponsor designated Board members will represent only the Sponsor, or (c) if otherwise requested by the Board or Committee.

17.06 Legal Effect, Power of Attorney.

The provisions of this Article must be construed to be complimentary to and not in derogation of any other provisions of these Bylaws, the Master Deed, the Certificate of Incorporation or any applicable statute or regulation of the State of New Jersey, including but not limited to N.J.S.A. 46:8B-12.1. The provisions of this Article does not apply to individual Condominium Units or to any warranties applicable to Units. Resident Owners' execution of the Power of Attorney set forth in the Unit Deed for their Unit constitutes an irrevocable and binding consent to the terms of this Article 17.

17.07 Bonded Improvements.

Sponsor may have posted performance guarantees with the municipality under the New Jersey Municipal Land Use Act. They guarantee that certain components of the Common Elements, Limited Common Elements or Other Improvement when completed will conform to the approved plans for same and any requirements of applicable laws, codes, agreements, rules and regulations ("Bonded Improvements"). Sponsor is expected to apply to the municipality for performance guarantee releases when some or all of the Bonded Improvements are completed. Unit Owners acknowledge that the performance guarantees and the applications for release of them relate only to the municipality's determination that the applicable Bonded Improvements or portions thereof have been satisfactorily completed in conformity with the above requirements and that the Transition Process provides Unit Owners and the Committee with the separate and appropriate opportunity to redress concerns they have regarding the condition of Bonded Improvements.

17.08 Alternate Dispute Proceedings.

If all transition or other disputed issues have not been resolved and all Transition Agreements executed for all Phases within 180 days after the Sponsor's receipt of the Report to the Committee for the last Phase for which the Sponsor has issued a Notice of Completion, then the Sponsor and the Association each have the right to: (a) file a demand for and to proceed to non-binding mediation or arbitration to resolve all disputed items before one arbitrator appointed under the rules of either the American Arbitration Association or another impartial third party and pursuant to rules mutually agreed upon by the parties ("Alternate Dispute Proceedings"), or (b) to continue discussions between the parties. If the parties elect option (a) above, then the parties will execute a Transition Agreement for issues that have been resolved. Election by the parties of option (b) above does not preclude either party's later election of option (a) above. Any Alternate Dispute Proceeding hearings will be conducted in the county in which the Condominium is located. All direct costs for Alternate Dispute Proceedings will be shared equally by the parties unless the arbitrator decides otherwise in the final ruling. All direct Association costs and expenses in the Alternate Dispute Proceedings, including fees and expenses of its counsel and Consultants, are Common Expenses.

18.00 Miscellaneous.

18.01 Conflict.

Despite anything to the contrary herein, if any provision of these Bylaws is in conflict with or in contradiction of the Master Deed, the Certificate of Incorporation or with the requirements of any law; then the requirements of the Master Deed, Certificate of Incorporation and those laws control.

18.02 Invalidity.

The invalidity of any part of these Bylaws does not impair or affect in any way the enforceability or validity of its other provisions.

18.03 Notice.

Unless otherwise set forth in the Master Deed or these Bylaws, any notice to Unit Owners is properly given when it is mailed, by regular post with postage prepaid, addressed to the Unit Owners at their mailing address as it appears on the records of the Association at the time of such mailing. Valid notice to Unit Owners may also be by, (a) personal delivery to any occupant of their Unit who reasonably appears or reasonably represents themselves to be over 14 years of age, or (b) by affixing notice to or sliding same under the front door of their Unit. Notice to one of two or more Unit co-owners constitutes notice to all co-owners. It is the continuing obligation of Unit Owners to immediately notify the Association Secretary in writing of any change of mailing address.

18.04 Waiver.

The provisions of these Bylaws are not waived by failure to enforce or act upon same irrespective of the number of violations or breaches thereof that have occurred.

19.00 Due Process Procedures.

These Bylaws authorize the Association to exercise all powers, duties and authority necessary for the proper conduct and administration of the affairs of the Association. The Board must establish a procedure to assure due process in cases where there is a question of a Unit Owner's compliance with the terms of these Bylaws, the Master Deed, the Certificate of Incorporation and the Rules and Regulations as they may be amended ("Governing Documents"). This process is intended to minimize the need to seek redress through the court system.

As used herein, "due process" refers to the following basic rights:

- (1) Written charges will be given to the Respondent.
- (2) A hearing will be held at which witnesses may appear and may be cross-examined and in which evidence may be introduced.
- (3) The basic principles of fairness will be applied.
- (4) A reasonable review of the pertinent facts and findings is to be made by the Board in case of an appeal.

The following due process procedures apply:

19.01 Actions Before Initiation of Formal Complaints.

Any Unit Owner, officer or agent of the Association has the right to request a Unit Owner cease or correct any act or omission which appears to be in violation of the Governing Documents. This informal request is to be made before the formal complaint process is begun.

Where the alleged violation relates to the use of any common facilities or violation of any covenants, duties that may endanger persons, property or the equity of the Association, any agent of the Association, may, without further notice, suspend for a period of not more than 72 hours the right of any Unit Owner or other Unit occupant to use such common facility, if a verbal request to cease has not been complied with.

The Association may make initial attempts to secure compliance through correspondence with the Unit Owner or other Unit occupant which, to the extent known, will state the time, place, date and nature of the violation as well as the time period in which the violation must be corrected. Copies of that correspondence must be maintained in the Covenant Committee or the Association's files. A copy may be sent to the Association's legal counsel.

In the case of disputes between Unit Owners regarding activities within Units or appurtenant Limited Common Elements, the Association has the right to not become involved in a dispute or act on a complaint unless there are 2 or more complaining parties.

19.02 Written Complaints.

If the actions described in Article 19.01 above are unsuccessful, the formal complaint process will be initiated upon the filing of a written complaint by any Unit Owner, officer, Trustee or agent of

the Association with the Association. All complaints must contain a written statement of charges setting forth in ordinary and concise language the acts or omissions with which the Respondent is charged. The complaint should specify the specific provisions of the Governing Documents that the Respondent is alleged to have violated, if known, but must not contain merely a recitation of charges phrased in the language of the Governing Documents without supporting facts as to each such charge. The complaint must be as specific as possible as to times, dates, places and persons involved in sufficient detail so that the Respondent can prepare a defense. The complaint must contain the following:

“Article 17 and 19 of the this Association’s Bylaws govern the dispute resolution process and the rights of all participants in it. You must be familiar with them. If you do not follow the procedures outlined, the Covenants Committee may conclude that you waived your legal rights.”

19.03 Preliminary Investigation.

On receipt and consideration of a written complaint, the Board may request that its managing or other agent make a preliminary investigation as to its validity and to promptly report their findings to the Board. If the conditions complained of have been corrected or if the complaint is for any other reason no longer valid, the Board will determine the appropriate disposition of the matter and will respond in writing to the complainant. If the preliminary investigation indicates the need for further action, the Board may then proceed as appropriate with the steps set forth below.

19.04 Service of the Complaint.

If the preliminary investigation indicates that further action is necessary, the Board will serve a copy of the complaint on the Respondent in the manner set forth in Article 18.03 hereof. Service by mailing shall be deemed effective 2 days after mailing in a regular depository of the United States mail with proper postage affixed. The complaint must be accompanied by a post card or other written form as described in Article 19.06 below entitled “Notice of Defense” which constitutes a notice of defense hereunder. No order adversely affecting the rights of the Respondent may be made in any case unless the Respondent has been served as provided herein.

19.05 Notice of Hearing.

Along with service of the complaint, the Board must cause a Notice of Hearing, as provided herein, to be served upon the Respondent at least 15 days before the date scheduled for the initial hearing. The Notice of Hearing will be substantially in the following form, but may include other information:

“You are hereby notified that a hearing will be held before the Covenants Committee of the Association at ___ on the ___ day of ___ 19__ at the hour of ___ upon the charges made in the attached complaint hereby served upon you. You: may be present at the hearing; may, but need not be represented by counsel; may present relevant documentary or testimonial evidence; and you will be given full opportunity to cross-examine all witnesses who testify against you. You are entitled to request the attendance of witnesses and the production of books, documents, or other items to be used against you by the complainant by applying to the Covenants Committee of the Association.

Article 17 and 19 of the Association’s Bylaws govern the dispute resolution process and the rights of all participants in it. You must be familiar with them. If you do not follow the procedures outlined, the Covenants Committee may conclude that you waived your legal rights.”

If any parties can promptly show good cause as to why they cannot attend the hearing on the date set and indicate the dates and times on which they will be available, the covenants Committee may adjourn the hearing and promptly deliver to the complainant and the Respondent a notice of the new hearing date.

19.06 Notice of Defense.

Service of Complaint and Notice of Hearing must be accompanied by a Notice of Defense. The Notice of Defense must state:

“ As a Respondent you may:

- (1) attend any hearing held by the Covenants Committee on the complaint,
- (2) object to the Complaint on the grounds that it does not state the acts or omissions or the relevant sections of the Governing Documents that are alleged to have been violated and upon which the Covenants Committee may proceed,
- (3) object to the form of any Complaint that is so indefinite or uncertain that the Respondent cannot properly prepare a defense,
- (4) admit to the Complaint in whole or in part, in such event, the Covenants Committee will meet to determine appropriate action or penalty, if any.

Article 17 and 19 of the Association's Bylaws govern the dispute resolution process and the rights of all participants in it. You must be familiar with them. If you do not follow the procedures outlined, the Covenants Committee may conclude that you waived your legal rights.”

Any objections to the form or substance of the Complaint must be considered by the Covenants Committee within 45 days of receipt. The Covenants Committee must make its determination and notify all parties in writing by the end of the 45 day period. If the Complaint is found to be insufficient, the complaining party has 15 days in which to amend the Complaint to make it sufficient. The same procedure set forth above will be followed with respect to any amended Complaint. If the Covenants Committee determines that the Complaint is still insufficient they may dismiss the matter.

19.07 Cease and Desist Request.

The Board may, at its own discretion, issue a cease and desist request along with the Complaint, statement to Respondent, and Notice of Defense. The Cease and Desist Requests must be in the following form:

“The Board of Trustees has received the attached Complaint and hereby requests that you Cease and Desist such acts or actions until such time, if any, as the ruling of the Covenants Committee or Board of Trustees or Court of Law permits. Failure to comply may result in penalties greater than those which would have been imposed for a single violation.

Article 17 and 19 of the Association's Bylaws govern the dispute resolution process and the rights of all participants in it. You must be familiar with them. If you do not follow the procedures outlined, the Covenants Committee may conclude that you waived your legal rights.”

19.08 Amended Complaints.

At any time before the initial hearing date, an amended complaint may be filed by the Complainant. All parties must be notified in the manner herein provided of the content of same. If the amended complaint contains new charges, the Covenants Committee must afford the Respondent a reasonable opportunity to prepare a defense.

19.09 Discovery/Statements.

On written request to the other party, made before the initial hearing date and within 15 days after service of the Complaint or within ten days after service of any amended Complaint, either party is entitled to obtain the names and addresses of witnesses to the extent known to the other party and to inspect and make copies of any statements, writings, photographs, and to investigative reports relevant to the subject matter of the hearing.

Nothing herein, however, authorizes the inspection or copying of any writing or other thing that is privileged from disclosure by law or otherwise made confidential or protected, as, for example, an attorney's work product. Any party claiming that their request for discovery was not complied with must submit a petition to request discovery to the Covenants Committee who will then make a determination and issue a written order setting forth the matter or part thereof that the petitioner is entitled to discover.

Any time ten or more days before the initial date of the hearing or a continued hearing, any party must mail or deliver to the opposing party a copy of any sworn statement, which that party proposes to introduce into evidence. Unless the opposing party, within seven days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine the author, the opposing party's right to cross-examine that author is waived and the sworn statement, if introduced into evidence, will be given the same effect as if the author had testified orally. If any opportunity to cross-examine a statement's author is not afforded after request is made as provided above, the statement may be introduced in evidence, but it must only be given the same effect as hearsay evidence.

19.10 Constraints on the Covenants Committee.

Each Covenants Committee member must make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of each matter before it. Any member incapable of such objective consideration on any matter must disclose same to the parties, cannot participate in the proceedings and have that fact recorded in the minutes of the Covenants Committee. Any Covenants Committee member has the right to challenge any other member who is alleged to be unable to function in a disinterested and objective manner.

Before any hearing, the Complainant and Respondent may challenge any Covenants Committee member for any valid legal reasons so as to cause that member to be disqualified from consideration of the matter. If challenged Covenants Committee members do not voluntarily disqualify themselves from consideration of the matter, the Board must meet within 35 days to determine the sufficiency of the challenge. If the Board sustains the challenge, the challenged members is disqualified and the remaining Covenants Committee members will be available to participate in the hearing and decision. All decisions of the Board regarding eligibility of Covenants Committee members are made in its sole discretion and are final.

19.11 Hearing.

The Covenants Committee determines the way all hearings are conducted, as long as the rights set forth herein are protected. The hearing need not be conducted using any technical rules relating to evidence and witnesses. The Covenants Committee selects a person to service as hearing officer and to preside over the hearing. A hearing officer need not be a Unit Owner or a member of the Covenants Committee. Counsel for the Association may, at the discretion of the Board, be present at hearings and may serve as hearing officer. Upon the commencement of the hearing, the hearing officer will explain the rules and procedures that will be followed during the hearing.

Neither the Complainant nor the Respondent must be attendance at any hearing. At the request of either the Complainant or Respondent or on its own motion, the Covenants Committee may conduct a hearing in private session. In doing so the Covenants Committee may elect to have each witness testify before it in closed session, without any other witnesses being present. Despite this, at all hearings the Complainant and Respondent have the right to be present.

Each party has the right to do the following, but may waive any or all of the right to:

- (1) make an opening statement,
- (2) introduce evidence, testimony and witnesses,
- (3) cross-examine opposing witnesses,
- (4) rebut evidence and testimony by presenting your own testimony and witnesses,
- (5) make a closing statement before the Covenants Committee closes the hearing.

If the Complainant or Respondent does not testify on their own behalf, each may still be called and questioned. In such event the party called to testify may avail themselves of whatever Constitutional rights apply to the situation.

Whenever the Covenants Committee has begun to hear a matter, if a Covenants Committee member is later disqualified before a final determination is made, the remaining Covenants Committee members will continue to hear the matter. In the case of any tie votes, the hearing officer must cast a vote to break the tie. Oral evidence must only be given on oath or affirmation taken by the witness and administered by a Covenants Committee member or the hearing officer.

19.12 Disposition of Complaint.

On the conclusion of hearings on a matter, the Covenants Committee must make its decision and notify all parties of same in writing within 30 days after the hearings are closed. The decision need not state any reasons to support same and if the Covenants Committee finds that there has been a material violation of any restrictive provision in the Governing Documents, it may impose the penalties authorized in the Governing Documents including but not limited to the suspension of privileges of membership in the Association and right to use the Common Elements, recreation and other facilities of the Association; and/or the imposition of fines or other remedies to the extent that the Board is permitted to do so by the Governing Documents and applicable law.

19.13 Appeal to Board.

Any Respondent found by the Covenants Committee to have committed a material violation of any provision of the Governing Documents has the right to appeal the decision to the Board. Any such appeal must be in writing and filed with the Secretary or managing agent of the Board within 30 days after the decision of the Covenants Committee is rendered. The Board may, by at least a 75 percent vote of its entire membership, reverse or modify such decision or the penalty imposed after reviewing written grounds for the appeal presented by the Respondent when it files its appeal and a written response to same filed by the Covenants Committee, which is to be prepared and filed with the Board within 30 days after the appeal is forwarded to the Covenants Committee. In addition, the Board has the right to consider other matters of record and to hear oral argument as may be appropriate for it to render its decision. The Board will dispose of any appeal by written decision within 60 days after it receives the Covenants Committee's response. Any Board determination is rendered in its sole and absolute discretion and is final. However, any such determination is not binding upon an appellant who has the right to take action in a court of competent jurisdiction. Any such appeal must be commenced by the filing of the appropriate pleading with the clerk of the applicable court within 45 days of the date of the written decision of the Board.

19.14 Mediation Alternative.

Before beginning any hearing before the Covenants Committee, in order to settle the dispute in good faith, any party to the dispute or the Committee on its own behalf may request mediation of the dispute by an impartial mediator appointed by the Committee. The Complainant and Respondent must appear before the mediator at a mediation session if requested by the mediator. All mediations will be completed within 30 days after appointment of the mediator unless the Committee extends this time period for good cause. If a settlement is not reached, all relevant time periods for the Covenants Committee hearings are extended for 40 days.

19.15 Intent.

The procedures herein are to; serve as a protection to Unit Owners, to assure that due process rights are protected in an adversarial proceeding, and to be guidelines for the Board and the Covenants Committee discharging their duties to enforce the Governing Documents. The Board and the Covenants Committee, as appropriate, may determine the specific way the procedures will be applied to and implemented by each of those bodies respectively, provided that at all times the due process rights of the participants are protected.

Any inadvertent omission or failure to conduct an adversary hearing in exact conformity with this Article or Article 17 does not invalidate the results of any proceeding, as long as a prudent and reasonable attempt was made to insure due process according to the general steps set forth herein.

EXHIBIT "I"
(ENTIRE TRACT)

WINDSOR PONDS CONDOMINIUM
TOWNSHIP OF WEST WINDSOR, COUNTY OF MERCER, STATE OF NEW JERSEY

SCHEDULE OF UNDIVIDED PERCENTAGE INTEREST
IN COMMON ELEMENTS:

ALL UNITS HAVE (1) DRIVEWAY AND (2) A PATIO OR DECK
AS LIMITED COMMON ELEMENTS

BUILDING NO.	UNIT NO.	UNIT TYPE	ADDRESS	BLOCK	LOT	UNDIVIDED PERCENT INTEREST IN COMMON ELEMENTS
1	A	THG 2140	1 Windsor Ponds Rd.	15.11	100.01	0.27027%
1	B	THG 1560	3 Windsor Ponds Rd.	15.11	100.02	0.27027%
1	C	THG 1927	5 Windsor Ponds Rd.	15.11	100.03	0.27027%
1	D	THG 1927	7 Windsor Ponds Rd.	15.11	100.04	0.27027%
1	E	THG 1927	9 Windsor Ponds Rd.	15.11	100.05	0.27027%
1	F	THG 1560	11 Windsor Ponds Rd.	15.11	100.06	0.27027%
1	G	THG 1560	15 Windsor Ponds Rd.	15.11	100.07	0.27027%
1	H	THG 2042	17 Windsor Ponds Rd.	15.11	100.08	0.27027%
2	A	THG 2042	19 Windsor Ponds Rd.	15.11	101.01	0.27027%
2	B	THG 1560	21 Windsor Ponds Rd.	15.11	101.02	0.27027%
2	C	THG 1927	23 Windsor Ponds Rd.	15.11	101.03	0.27027%
2	D	THG 1927	25 Windsor Ponds Rd.	15.11	101.04	0.27027%
2	E	THG 1927	27 Windsor Ponds Rd.	15.11	101.05	0.27027%
2	F	THG 1560	29 Windsor Ponds Rd.	15.11	101.06	0.27027%
2	G	THG 1560	31 Windsor Ponds Rd.	15.11	101.07	0.27027%
2	H	THG 2042	33 Windsor Ponds Rd.	15.11	101.08	0.27027%
3	A	THG 1203E	35 Windsor Ponds Rd.	15.11	102.01	0.27027%
3	B	THG 1020	37 Windsor Ponds Rd.	15.11	102.02	0.27027%
3	C	THG 1020	39 Windsor Ponds Rd.	15.11	102.03	0.27027%
3	D	THG 1203	41 Windsor Ponds Rd.	15.11	102.04	0.27027%
3	E	THG 1203	43 Windsor Ponds Rd.	15.11	102.05	0.27027%
3	F	THG 1020	45 Windsor Ponds Rd.	15.11	102.06	0.27027%
3	G	THG 1020	47 Windsor Ponds Rd.	15.11	102.07	0.27027%
3	H	THG 1203E	49 Windsor Ponds Rd.	15.11	102.08	0.27027%
4	A	THG 1203E	16 Hampton Court	15.11	103.01	0.27027%
4	B	THG 1020	15 Hampton Court	15.11	103.02	0.27027%
4	C	THG 1020	14 Hampton Court	15.11	103.03	0.27027%
4	D	THG 1203E	12 Hampton Court	15.11	103.04	0.27027%
5	A	THG 2140	11 Hampton Court	15.11	104.01	0.27027%
5	B	THG 1927	10 Hampton Court	15.11	104.02	0.27027%
5	C	THG 1560	9 Hampton Court	15.11	104.03	0.27027%
5	D	THG 1560	8 Hampton Court	15.11	104.04	0.27027%
5	E	THG 1927	7 Hampton Court	15.11	104.05	0.27027%
5	F	THG 2140	6 Hampton Court	15.11	104.06	0.27027%
6	A	THG 2042	5 Hampton Court	15.11	105.01	0.27027%
6	B	THG 1927	4 Hampton Court	15.11	105.02	0.27027%
6	C	THG 1560	3 Hampton Court	15.11	105.03	0.27027%
6	D	THG 1927	2 Hampton Court	15.11	105.04	0.27027%
6	E	THG 2140	1 Hampton Court	15.11	105.05	0.27027%

BUILDING NO.	UNIT NO.	UNIT TYPE	ADDRESS	BLOCK	LOT	UNDIVIDED PERCENT INTEREST IN COMMON ELEMENTS
7	A	THG 2140	16 Cardiff Court	15.11	106.01	0.27027%
7	B	THG 1927	15 Cardiff Court	15.11	106.02	0.27027%
7	C	THG 1927	14 Cardiff Court	15.11	106.03	0.27027%
7	D	THG 2140	12 Cardiff Court	15.11	106.04	0.27027%
8	A	THG 2042	11 Cardiff Court	15.11	107.01	0.27027%
8	B	THG 1927	10 Cardiff Court	15.11	107.02	0.27027%
8	C	THG 1927	9 Cardiff Court	15.11	107.03	0.27027%
8	D	THG 1927	8 Cardiff Court	15.11	107.04	0.27027%
8	E	THG 1927	7 Cardiff Court	15.11	107.05	0.27027%
8	F	THG 2042	6 Cardiff Court	15.11	107.06	0.27027%
9	A	THG 2140	5 Cardiff Court	15.11	108.01	0.27027%
9	B	THG 1927	4 Cardiff Court	15.11	108.02	0.27027%
9	C	THG 1560	3 Cardiff Court	15.11	108.03	0.27027%
9	D	THG 1927	2 Cardiff Court	15.11	108.04	0.27027%
9	E	THG 2140	1 Cardiff Court	15.11	108.05	0.27027%
10	A	THG 2042	44 Windsor Ponds Rd.	15.11	123.01	0.27027%
10	B	THG 1927	42 Windsor Ponds Rd.	15.11	123.02	0.27027%
10	C	THG 1560	40 Windsor Ponds Rd.	15.11	123.03	0.27027%
10	D	THG 1560	38 Windsor Ponds Rd.	15.11	123.04	0.27027%
10	E	THG 1927	36 Windsor Ponds Rd.	15.11	123.05	0.27027%
10	F	THG 2042	34 Windsor Ponds Rd.	15.11	123.06	0.27027%
11	A	THG 2140	10 Leeds Court	15.11	124.01	0.27027%
11	B	THG 1927	9 Leeds Court	15.11	124.02	0.27027%
11	C	THG 1560	8 Leeds Court	15.11	124.03	0.27027%
11	D	THG 1560	7 Leeds Court	15.11	124.04	0.27027%
11	E	THG 1927	6 Leeds Court	15.11	124.05	0.27027%
11	F	THG 2140	5 Leeds Court	15.11	124.06	0.27027%
12	A	THG 2140	4 Leeds Court	15.11	125.01	0.27027%
12	B	THG 1927	3 Leeds Court	15.11	125.02	0.27027%
12	C	THG 1927	2 Leeds Court	15.11	125.03	0.27027%
12	D	THG 2140	1 Leeds Court	15.11	125.04	0.27027%
13	A	THG 2140	32 Windsor Ponds Rd.	15.11	126.01	0.27027%
13	B	THG 1560	30 Windsor Ponds Rd.	15.11	126.02	0.27027%
13	C	THG 1927	28 Windsor Ponds Rd.	15.11	126.03	0.27027%
13	D	THG 1927	26 Windsor Ponds Rd.	15.11	126.04	0.27027%
13	E	THG 1927	24 Windsor Ponds Rd.	15.11	126.05	0.27027%
13	F	THG 1560	22 Windsor Ponds Rd.	15.11	126.06	0.27027%
13	G	THG 1560	20 Windsor Ponds Rd.	15.11	126.07	0.27027%
13	H	THG 2140	18 Windsor Ponds Rd.	15.11	126.08	0.27027%
14	A	THG 2140	16 Windsor Ponds Rd.	15.11	127.01	0.27027%
14	B	THG 1560	14 Windsor Ponds Rd.	15.11	127.02	0.27027%
14	C	THG 1560	12 Windsor Ponds Rd.	15.11	127.03	0.27027%
14	D	THG 1927	10 Windsor Ponds Rd.	15.11	127.04	0.27027%
14	E	THG 1927	8 Windsor Ponds Rd.	15.11	127.05	0.27027%
14	F	THG 1560	6 Windsor Ponds Rd.	15.11	127.06	0.27027%
14	G	THG 1560	4 Windsor Ponds Rd.	15.11	127.07	0.27027%
14	H	THG 2140	2 Windsor Ponds Rd.	15.11	127.08	0.27027%

BUILDING NO.	UNIT NO.	UNIT TYPE	ADDRESS	BLOCK	LOT	UNDIVIDED
						PERCENT INTEREST IN COMMON ELEMENTS
15	A	THG 2140	10 Normandy Drive	15.11	122.01	0.27027%
15	B	THG 1927	8 Normandy Drive	15.11	122.02	0.27027%
15	C	THG 1560	6 Normandy Drive	15.11	122.03	0.27027%
15	D	THG 1927	4 Normandy Drive	15.11	122.04	0.27027%
15	E	THG 2140	2 Normandy Drive	15.11	122.05	0.27027%
16	A	THG 2042	22 Normandy Drive	15.11	121.01	0.27027%
16	B	THG 1927	20 Normandy Drive	15.11	121.02	0.27027%
16	C	THG 1560	18 Normandy Drive	15.11	121.03	0.27027%
16	D	THG 1560	16 Normandy Drive	15.11	121.04	0.27027%
16	E	THG 1927	14 Normandy Drive	15.11	121.05	0.27027%
16	F	THG 2042	12 Normandy Drive	15.11	121.06	0.27027%
17	A	THG 2140	32 Normandy Drive	15.11	120.01	0.27027%
17	B	THG 1927	30 Normandy Drive	15.11	120.02	0.27027%
17	C	THG 1560	28 Normandy Drive	15.11	120.03	0.27027%
17	D	THG 1927	26 Normandy Drive	15.11	120.04	0.27027%
17	E	THG 2140	24 Normandy Drive	15.11	120.05	0.27027%
18	A	THG 2042	44 Normandy Drive	15.11	119.01	0.27027%
18	B	THG 1927	42 Normandy Drive	15.11	119.02	0.27027%
18	C	THG 1927	40 Normandy Drive	15.11	119.03	0.27027%
18	D	THG 1927	38 Normandy Drive	15.11	119.04	0.27027%
18	E	THG 1927	36 Normandy Drive	15.11	119.05	0.27027%
18	F	THG 2042	34 Normandy Drive	15.11	119.06	0.27027%
19	A	THG 2042	56 Normandy Drive	15.11	118.01	0.27027%
19	B	THG 1927	54 Normandy Drive	15.11	118.02	0.27027%
19	C	THG 1560	52 Normandy Drive	15.11	118.03	0.27027%
19	D	THG 1560	50 Normandy Drive	15.11	118.04	0.27027%
19	E	THG 1927	48 Normandy Drive	15.11	118.05	0.27027%
19	F	THG 2042	46 Normandy Drive	15.11	118.06	0.27027%
20	A	THG 2140	35 Normandy Drive	15.11	117.01	0.27027%
20	B	THG 1927	37 Normandy Drive	15.11	117.02	0.27027%
20	C	THG 1927	39 Normandy Drive	15.11	117.03	0.27027%
20	D	THG 1560	41 Normandy Drive	15.11	117.04	0.27027%
20	E	THG 1560	43 Normandy Drive	15.11	117.05	0.27027%
20	F	THG 1927	45 Normandy Drive	15.11	117.06	0.27027%
20	G	THG 2140	47 Normandy Drive	15.11	117.07	0.27027%
21	A	THG 1203E	19 Normandy Drive	15.11	161.08	0.27027%
21	B	THG 1020	21 Normandy Drive	15.11	161.07	0.27027%
21	C	THG 1020	23 Normandy Drive	15.11	161.06	0.27027%
21	D	THG 1203	25 Normandy Drive	15.11	161.05	0.27027%
21	E	THG 1203	27 Normandy Drive	15.11	161.04	0.27027%
21	F	THG 1020	29 Normandy Drive	15.11	161.03	0.27027%
21	G	THG 1020	31 Normandy Drive	15.11	161.02	0.27027%
21	H	THG 1203E	33 Normandy Drive	15.11	161.01	0.27027%
22	A	THG 2042	1 Normandy Drive	15.11	162.08	0.27027%
22	B	THG 1560	3 Normandy Drive	15.11	162.07	0.27027%
22	C	THG 1927	5 Normandy Drive	15.11	162.06	0.27027%
22	D	THG 1927	7 Normandy Drive	15.11	162.05	0.27027%
22	E	THG 1927	9 Normandy Drive	15.11	162.04	0.27027%
22	F	THG 1560	11 Normandy Drive	15.11	162.03	0.27027%
22	G	THG 1560	15 Normandy Drive	15.11	162.02	0.27027%
22	H	THG 2042	17 Normandy Drive	15.11	162.01	0.27027%

							UNDIVIDED PERCENT INTEREST IN COMMON ELEMENTS
BUILDING NO.	UNIT NO.	UNIT TYPE	ADDRESS	BLOCK	LOT		
23	A	THG 2042	1 Stafford Drive	15.11	158.04	0.27027%	
23	B	THG 1560	3 Stafford Drive	15.11	158.03	0.27027%	
23	C	THG 1560	5 Stafford Drive	15.11	158.02	0.27027%	
23	D	THG 2042	7 Stafford Drive	15.11	158.01	0.27027%	
24	A	THG 2140	90 Windsor Ponds Rd.	15.11	156.06	0.27027%	
24	B	THG 1927	88 Windsor Ponds Rd.	15.11	156.05	0.27027%	
24	C	THG 1927	86 Windsor Ponds Rd.	15.11	156.04	0.27027%	
24	D	THG 1927	84 Windsor Ponds Rd.	15.11	156.03	0.27027%	
24	E	THG 1927	82 Windsor Ponds Rd.	15.11	156.02	0.27027%	
24	F	THG 2140	80 Windsor Ponds Rd.	15.11	156.01	0.27027%	
25	A	THG 2042	105 Windsor Ponds Rd.	15.11	116.01	0.27027%	
25	B	THG 1560	107 Windsor Ponds Rd.	15.11	116.02	0.27027%	
25	C	THG 1927	109 Windsor Ponds Rd.	15.11	116.03	0.27027%	
25	D	THG 1927	111 Windsor Ponds Rd.	15.11	116.04	0.27027%	
25	E	THG 1927	113 Windsor Ponds Rd.	15.11	116.05	0.27027%	
25	F	THG 1560	115 Windsor Ponds Rd.	15.11	116.06	0.27027%	
25	G	THG 1560	117 Windsor Ponds Rd.	15.11	116.07	0.27027%	
25	H	THG 2140	119 Windsor Ponds Rd.	15.11	116.08	0.27027%	
26	A	THG 2140	5 Tudor Way	15.11	115.01	0.27027%	
26	B	THG 1927	6 Tudor Way	15.11	115.02	0.27027%	
26	C	THG 1927	7 Tudor Way	15.11	115.03	0.27027%	
26	D	THG 2140	8 Tudor Way	15.11	115.04	0.27027%	
27	A	THG 2042	9 Tudor Way	15.11	114.01	0.27027%	
27	B	THG 1927	2 Tudor Way	15.11	114.02	0.27027%	
27	C	THG 1927	3 Tudor Way	15.11	114.03	0.27027%	
27	D	THG 2140	4 Tudor Way	15.11	114.04	0.27027%	
28	A	THG 2140	93 Windsor Ponds Rd.	15.11	113.01	0.27027%	
28	B	THG 1927	95 Windsor Ponds Rd.	15.11	113.02	0.27027%	
28	C	THG 1927	97 Windsor Ponds Rd.	15.11	113.03	0.27027%	
28	D	THG 1927	99 Windsor Ponds Rd.	15.11	113.04	0.27027%	
28	E	THG 1927	101 Windsor Ponds Rd.	15.11	113.05	0.27027%	
28	F	THG 2042	103 Windsor Ponds Rd.	15.11	113.06	0.27027%	
29	A	THG 2042	83 Windsor Ponds Rd.	15.11	112.01	0.27027%	
29	B	THG 1927	85 Windsor Ponds Rd.	15.11	112.02	0.27027%	
29	C	THG 1560	87 Windsor Ponds Rd.	15.11	112.03	0.27027%	
29	D	THG 1927	89 Windsor Ponds Rd.	15.11	112.04	0.27027%	
29	E	THG 2042	91 Windsor Ponds Rd.	15.11	112.05	0.27027%	
30	A	THG 2042	71 Windsor Ponds Rd.	15.11	111.01	0.27027%	
30	B	THG 1927	73 Windsor Ponds Rd.	15.11	111.02	0.27027%	
30	C	THG 1560	75 Windsor Ponds Rd.	15.11	111.03	0.27027%	
30	D	THG 1927	77 Windsor Ponds Rd.	15.11	111.04	0.27027%	
30	E	THG 1560	79 Windsor Ponds Rd.	15.11	111.05	0.27027%	
30	F	THG 2042	81 Windsor Ponds Rd.	15.11	111.06	0.27027%	
31	A	THG 2140	61 Windsor Ponds Rd.	15.11	110.01	0.27027%	
31	B	THG 1927	63 Windsor Ponds Rd.	15.11	110.02	0.27027%	
31	C	THG 1560	65 Windsor Ponds Rd.	15.11	110.03	0.27027%	
31	D	THG 1927	67 Windsor Ponds Rd.	15.11	110.04	0.27027%	
31	E	THG 2140	69 Windsor Ponds Rd.	15.11	110.05	0.27027%	

BUILDING NO.	UNIT NO.	UNIT TYPE	ADDRESS	BLOCK	LOT	UNDIVIDED PERCENT INTEREST IN COMMON ELEMENTS
32	A	THG 2140	51 Windsor Ponds Rd.	15.11	109.01	0.27027%
32	B	THG 1927	53 Windsor Ponds Rd.	15.11	109.02	0.27027%
32	C	THG 1560	55 Windsor Ponds Rd.	15.11	109.03	0.27027%
32	D	THG 1927	57 Windsor Ponds Rd.	15.11	109.04	0.27027%
32	E	THG 2140	59 Windsor Ponds Rd.	15.11	109.05	0.27027%
33	A	THG 2042	12 Stafford Drive	15.11	159.06	0.27027%
33	B	THG 1927	10 Stafford Drive	15.11	159.05	0.27027%
33	C	THG 1927	8 Stafford Drive	15.11	159.04	0.27027%
33	D	THG 1927	6 Stafford Drive	15.11	159.03	0.27027%
33	E	THG 1927	4 Stafford Drive	15.11	159.02	0.27027%
33	F	THG 2042	2 Stafford Drive	15.11	159.01	0.27027%
34	A	THG 2140	28 Stafford Drive	15.11	160.08	0.27027%
34	B	THG 1560	26 Stafford Drive	15.11	160.07	0.27027%
34	C	THG 1560	24 Stafford Drive	15.11	160.06	0.27027%
34	D	THG 1927	22 Stafford Drive	15.11	160.05	0.27027%
34	E	THG 1927	20 Stafford Drive	15.11	160.04	0.27027%
34	F	THG 1560	18 Stafford Drive	15.11	160.03	0.27027%
34	G	THG 1560	16 Stafford Drive	15.11	160.02	0.27027%
34	H	THG 2140	14 Stafford Drive	15.11	160.01	0.27027%
35	A	THG 2140	9 Stafford Drive	15.11	157.05	0.27027%
35	B	THG 1927	11 Stafford Drive	15.11	157.04	0.27027%
35	C	THG 1560	13 Stafford Drive	15.11	157.03	0.27027%
35	D	THG 1927	15 Stafford Drive	15.11	157.02	0.27027%
35	E	THG 2140	17 Stafford Drive	15.11	157.01	0.27027%
36	A	THG 1203E	60 Windsor Ponds Rd.	15.11	155.06	0.27027%
36	B	THG 1203	58 Windsor Ponds Rd.	15.11	155.05	0.27027%
36	C	THG 1203	56 Windsor Ponds Rd.	15.11	155.04	0.27027%
36	D	THG 1203	54 Windsor Ponds Rd.	15.11	155.03	0.27027%
36	E	THG 1203	52 Windsor Ponds Rd.	15.11	155.02	0.27027%
36	F	THG1203E	50 Windsor Ponds Rd.	15.11	155.01	0.27027%
37	A	THG 2042	2 York Road	15.11	141.01	0.27027%
37	B	THG 1927	4 York Road	15.11	141.02	0.27027%
37	C	THG 1927	6 York Road	15.11	141.03	0.27027%
37	D	THG 1927	8 York Road	15.11	141.04	0.27027%
37	E	THG 1927	10 York Road	15.11	141.05	0.27027%
37	F	THG 2042	12 York Road	15.11	141.06	0.27027%
38	A	THG 2042	14 York Road	15.11	142.01	0.27027%
38	B	THG 1927	16 York Road	15.11	142.02	0.27027%
38	C	THG 1927	18 York Road	15.11	142.03	0.27027%
38	D	THG 1927	20 York Road	15.11	142.04	0.27027%
38	E	THG 1927	22 York Road	15.11	142.05	0.27027%
38	F	THG 2042	24 York Road	15.11	142.06	0.27027%
39	A	THG 2042	26 York Road	15.11	143.01	0.27027%
39	B	THG 1560	28 York Road	15.11	143.02	0.27027%
39	C	THG 1560	30 York Road	15.11	143.03	0.27027%
39	D	THG 2140	32 York Road	15.11	143.04	0.27027%

BUILDING NO.	UNIT NO.	UNIT TYPE	ADDRESS	BLOCK	LOT	UNDIVIDED PERCENT INTEREST IN COMMON ELEMENTS
40	A	THG 2140	34 York Road	15.11	144.01	0.27027%
40	B	THG 1927	36 York Road	15.11	144.02	0.27027%
40	C	THG 1927	38 York Road	15.11	144.03	0.27027%
40	D	THG 1927	40 York Road	15.11	144.04	0.27027%
40	E	THG 1927	42 York Road	15.11	144.05	0.27027%
40	F	THG 2140	44 York Road	15.11	144.06	0.27027%
41	A	THG 2140	59 York Road	15.11	145.01	0.27027%
41	B	THG 1927	57 York Road	15.11	145.02	0.27027%
41	C	THG 1560	55 York Road	15.11	145.03	0.27027%
41	D	THG 1560	53 York Road	15.11	145.04	0.27027%
41	E	THG 1927	51 York Road	15.11	145.05	0.27027%
41	F	THG 2140	49 York Road	15.11	145.06	0.27027%
42	A	THG 1203E	47 York Road	15.11	146.01	0.27027%
42	B	THG 1020	45 York Road	15.11	146.02	0.27027%
42	C	THG 1020	43 York Road	15.11	146.03	0.27027%
42	D	THG 1203E	41 York Road	15.11	146.04	0.27027%
43	A	THG 2042	39 York Road	15.11	147.01	0.27027%
43	B	THG 1927	37 York Road	15.11	147.02	0.27027%
43	C	THG 1560	35 York Road	15.11	147.03	0.27027%
43	D	THG 1560	33 York Road	15.11	147.04	0.27027%
43	E	THG 1927	31 York Road	15.11	147.05	0.27027%
43	F	THG 1927	29 York Road	15.11	147.06	0.27027%
43	G	THG 2042	27 York Road	15.11	147.07	0.27027%
44	A	THG 2042	25 York Road	15.11	148.01	0.27027%
44	B	THG 1560	23 York Road	15.11	148.02	0.27027%
44	C	THG 1560	21 York Road	15.11	148.03	0.27027%
44	D	THG 1927	19 York Road	15.11	148.04	0.27027%
44	E	THG 1927	17 York Road	15.11	148.05	0.27027%
44	F	THG 1927	15 York Road	15.11	148.06	0.27027%
44	G	THG 1560	11 York Road	15.11	148.07	0.27027%
44	H	THG 2042	9 York Road	15.11	148.08	0.27027%
45	A	THG 1203E	7 York Road	15.11	149.01	0.27027%
45	B	THG 1020	5 York Road	15.11	149.02	0.27027%
45	C	THG 1020	3 York Road	15.11	149.03	0.27027%
45	D	THG 1203E	1 York Road	15.11	149.04	0.27027%
46	A	THG 2140	1 Warwick Road	15.11	128.01	0.27027%
46	B	THG 1927	3 Warwick Road	15.11	128.02	0.27027%
46	C	THG 1560	5 Warwick Road	15.11	128.03	0.27027%
46	D	THG 1927	7 Warwick Road	15.11	128.04	0.27027%
46	E	THG 1560	9 Warwick Road	15.11	128.05	0.27027%
46	F	THG 2042	11 Warwick Road	15.11	128.06	0.27027%
47	A	THG 2042	15 Warwick Road	15.11	129.01	0.27027%
47	B	THG 1927	17 Ludlow Court	15.11	129.02	0.27027%
47	C	THG 1927	19 Ludlow Court	15.11	129.03	0.27027%
47	D	THG 2042	21 Ludlow Court	15.11	129.04	0.27027%
48	A	THG 2042	23 Ludlow Court	15.11	130.01	0.27027%
48	B	THG 1927	25 Ludlow Court	15.11	130.02	0.27027%
48	C	THG 1560	27 Ludlow Court	15.11	130.03	0.27027%
48	D	THG 1927	29 Ludlow Court	15.11	130.04	0.27027%
48	E	THG 1560	31 Ludlow Court	15.11	130.05	0.27027%
48	F	THG 2042	33 Ludlow Court	15.11	130.06	0.27027%

BUILDING NO.	UNIT NO.	UNIT TYPE	ADDRESS	BLOCK	LOT	UNDIVIDED PERCENT INTEREST IN COMMON ELEMENTS
49	A	THG 2140	35 Ludlow Court	15.11	131.01	0.27027%
49	B	THG 1560	37 Ludlow Court	15.11	131.02	0.27027%
49	C	THG 1560	39 Warwick Road	15.11	131.03	0.27027%
49	D	THG 2042	41 Warwick Road	15.11	131.04	0.27027%
50	A	THG 2042	43 Warwick Road	15.11	132.01	0.27027%
50	B	THG 1927	45 Warwick Road	15.11	132.02	0.27027%
50	C	THG 1927	47 Warwick Road	15.11	132.03	0.27027%
50	D	THG 2042	49 Warwick Road	15.11	132.04	0.27027%
51	A	THG 2042	51 Warwick Road	15.11	133.01	0.27027%
51	B	THG 1927	53 Warwick Road	15.11	133.02	0.27027%
51	C	THG 1560	55 Warwick Road	15.11	133.03	0.27027%
51	D	THG 1927	57 Warwick Road	15.11	133.04	0.27027%
51	E	THG 1560	59 Warwick Road	15.11	133.05	0.27027%
51	F	THG 2042	61 Warwick Road	15.11	133.06	0.27027%
52	A	THG 2140	63 Warwick Road	15.11	134.01	0.27027%
52	B	THG 1560	65 Warwick Road	15.11	134.02	0.27027%
52	C	THG 1560	67 Warwick Road	15.11	134.03	0.27027%
52	D	THG 1927	69 Warwick Road	15.11	134.04	0.27027%
52	E	THG 1927	71 Warwick Road	15.11	134.05	0.27027%
52	F	THG 1560	73 Warwick Road	15.11	134.06	0.27027%
52	G	THG 1560	75 Warwick Road	15.11	134.07	0.27027%
52	H	THG 2140	77 Warwick Road	15.11	134.08	0.27027%
53	A	THG 2140	79 Warwick Road	15.11	135.01	0.27027%
53	B	THG 1927	81 Warwick Road	15.11	135.02	0.27027%
53	C	THG 1927	83 Warwick Road	15.11	135.03	0.27027%
53	D	THG 1927	85 Warwick Road	15.11	135.04	0.27027%
53	E	THG 1927	87 Warwick Road	15.11	135.05	0.27027%
53	F	THG 2042	89 Warwick Road	15.11	135.06	0.27027%
54	A	THG 2140	91 Warwick Road	15.11	136.01	0.27027%
54	B	THG 1927	93 Warwick Road	15.11	136.02	0.27027%
54	C	THG 1927	95 Warwick Road	15.11	136.03	0.27027%
54	D	THG 1927	97 Warwick Road	15.11	136.04	0.27027%
54	E	THG 1927	99 Warwick Road	15.11	136.05	0.27027%
54	F	THG 2140	101 Warwick Road	15.11	136.06	0.27027%
55	A	THG 2140	103 Warwick Road	15.11	137.01	0.27027%
55	B	THG 1560	105 Warwick Road	15.11	137.02	0.27027%
55	C	THG 1560	107 Warwick Road	15.11	137.03	0.27027%
55	D	THG 1927	109 Warwick Road	15.11	137.04	0.27027%
55	E	THG 1927	111 Warwick Road	15.11	137.05	0.27027%
55	F	THG 1560	113 Warwick Road	15.11	137.06	0.27027%
55	G	THG 1560	115 Warwick Road	15.11	137.07	0.27027%
55	H	THG 2140	117 Warwick Road	15.11	137.08	0.27027%
56	A	THG 2140	119 Warwick Road	15.11	138.01	0.27027%
56	B	THG 1560	121 Warwick Road	15.11	138.02	0.27027%
56	C	THG 1560	123 Warwick Road	15.11	138.03	0.27027%
56	D	THG 1927	125 Warwick Road	15.11	138.04	0.27027%
56	E	THG 1927	127 Warwick Road	15.11	138.05	0.27027%
56	F	THG 1560	129 Warwick Road	15.11	138.06	0.27027%
56	G	THG 1560	131 Warwick Road	15.11	138.07	0.27027%
56	H	THG 2140	133 Warwick Road	15.11	138.08	0.27027%

BUILDING NO.	UNIT NO.	UNIT TYPE	ADDRESS	BLOCK	LOT	UNDIVIDED PERCENT INTEREST IN COMMON ELEMENTS
57	A	THG 2140	9 Lancaster Court	15.11	139.01	0.27027%
57	B	THG 1927	8 Lancaster Court	15.11	139.02	0.27027%
57	C	THG 1927	7 Lancaster Court	15.11	139.03	0.27027%
57	D	THG 1560	6 Lancaster Court	15.11	139.04	0.27027%
57	E	THG 2042	5 Lancaster Court	15.11	139.05	0.27027%
58	A	THG 2140	4 Lancaster Court	15.11	140.01	0.27027%
58	B	THG 1927	3 Lancaster Court	15.11	140.02	0.27027%
58	C	THG 1927	2 Lancaster Court	15.11	140.03	0.27027%
58	D	THG 2140	1 Lancaster Court	15.11	140.04	0.27027%
59	A	THG 2042	34 Warwick Road	15.11	150.08	0.27027%
59	B	THG 1560	32 Warwick Road	15.11	150.07	0.27027%
59	C	THG 1927	30 Warwick Road	15.11	150.06	0.27027%
59	D	THG 1927	28 Warwick Road	15.11	150.05	0.27027%
59	E	THG 1927	26 Warwick Road	15.11	150.04	0.27027%
59	F	THG 1560	24 Warwick Road	15.11	150.03	0.27027%
59	G	THG 1560	22 Warwick Road	15.11	150.02	0.27027%
59	H	THG 2042	20 Warwick Road	15.11	150.01	0.27027%
60	A	THG 2140	46 Warwick Road	15.11	151.04	0.27027%
60	B	THG 1560	44 Warwick Road	15.11	151.03	0.27027%
60	C	THG 1560	42 Warwick Road	15.11	151.02	0.27027%
60	D	THG 2140	40 Warwick Road	15.11	151.01	0.27027%
61	A	THG 2140	60 Warwick Road	15.11	152.07	0.27027%
61	B	THG 1927	58 Warwick Road	15.11	152.06	0.27027%
61	C	THG 1927	56 Warwick Road	15.11	152.05	0.27027%
61	D	THG 1560	54 Warwick Road	15.11	152.04	0.27027%
61	E	THG 1560	52 Warwick Road	15.11	152.03	0.27027%
61	F	THG 1927	50 Warwick Road	15.11	152.02	0.27027%
61	G	THG 2140	48 Warwick Road	15.11	152.01	0.27027%
62	A	THG 2140	98 Warwick Road	15.11	153.05	0.27027%
62	B	THG 1927	96 Warwick Road	15.11	153.04	0.27027%
62	C	THG 1560	94 Warwick Road	15.11	153.03	0.27027%
62	D	THG 1927	92 Warwick Road	15.11	153.02	0.27027%
62	E	THG 2140	90 Warwick Road	15.11	153.01	0.27027%
63	A	THG 1203E	108 Warwick Road	15.11	154.05	0.27027%
63	B	THG 1020	106 Warwick Road	15.11	154.04	0.27027%
63	C	THG 1020	104 Warwick Road	15.11	154.03	0.27027%
63	D	THG 1020	102 Warwick Road	15.11	154.02	0.27027%
63	E	THG 1203E	100 Warwick Road	15.11	154.01	0.27037%*

*same percentage interest – adjusted only to total 100%

EXHIBIT "I"
(PHASE 1)

WINDSOR PONDS CONDOMINIUM
TOWNSHIP OF WEST WINDSOR, COUNTY OF MERCER, STATE OF NEW JERSEY

SCHEDULE OF UNDIVIDED PERCENTAGE INTEREST
IN COMMON ELEMENTS:

ALL UNITS HAVE (1) DRIVEWAY AND (2) A PATIO OR DECK
AS LIMITED COMMON ELEMENTS

BUILDING NO.	UNIT NO.	UNIT TYPE	ADDRESS	BLOCK	LOT	UNDIVIDED PERCENT INTEREST IN COMMON ELEMENTS
1	A	THG 2140	1 Windsor Ponds Rd.	15.11	100.01	0.44643%
1	B	THG 1560	3 Windsor Ponds Rd.	15.11	100.02	0.44643%
1	C	THG 1927	5 Windsor Ponds Rd.	15.11	100.03	0.44643%
1	D	THG 1927	7 Windsor Ponds Rd.	15.11	100.04	0.44643%
1	E	THG 1927	9 Windsor Ponds Rd.	15.11	100.05	0.44643%
1	F	THG 1560	11 Windsor Ponds Rd.	15.11	100.06	0.44643%
1	G	THG 1560	15 Windsor Ponds Rd.	15.11	100.07	0.44643%
1	H	THG 2042	17 Windsor Ponds Rd.	15.11	100.08	0.44643%
2	A	THG 2042	19 Windsor Ponds Rd.	15.11	101.01	0.44643%
2	B	THG 1560	21 Windsor Ponds Rd.	15.11	101.02	0.44643%
2	C	THG 1927	23 Windsor Ponds Rd.	15.11	101.03	0.44643%
2	D	THG 1927	25 Windsor Ponds Rd.	15.11	101.04	0.44643%
2	E	THG 1927	27 Windsor Ponds Rd.	15.11	101.05	0.44643%
2	F	THG 1560	29 Windsor Ponds Rd.	15.11	101.06	0.44643%
2	G	THG 1560	31 Windsor Ponds Rd.	15.11	101.07	0.44643%
2	H	THG 2042	33 Windsor Ponds Rd.	15.11	101.08	0.44643%
3	A	THG 1203E	35 Windsor Ponds Rd.	15.11	102.01	0.44643%
3	B	THG 1020	37 Windsor Ponds Rd.	15.11	102.02	0.44643%
3	C	THG 1020	39 Windsor Ponds Rd.	15.11	102.03	0.44643%
3	D	THG 1203	41 Windsor Ponds Rd.	15.11	102.04	0.44643%
3	E	THG 1203	43 Windsor Ponds Rd.	15.11	102.05	0.44643%
3	F	THG 1020	45 Windsor Ponds Rd.	15.11	102.06	0.44643%
3	G	THG 1020	47 Windsor Ponds Rd.	15.11	102.07	0.44643%
3	H	THG 1203E	49 Windsor Ponds Rd.	15.11	102.08	0.44643%
4	A	THG 1203E	16 Hampton Court	15.11	103.01	0.44643%
4	B	THG 1020	15 Hampton Court	15.11	103.02	0.44643%
4	C	THG 1020	14 Hampton Court	15.11	103.03	0.44643%
4	D	THG 1203E	12 Hampton Court	15.11	103.04	0.44643%
5	A	THG 2140	11 Hampton Court	15.11	104.01	0.44643%
5	B	THG 1927	10 Hampton Court	15.11	104.02	0.44643%
5	C	THG 1560	9 Hampton Court	15.11	104.03	0.44643%
5	D	THG 1560	8 Hampton Court	15.11	104.04	0.44643%
5	E	THG 1927	7 Hampton Court	15.11	104.05	0.44643%
5	F	THG 2140	6 Hampton Court	15.11	104.06	0.44643%
6	A	THG 2042	5 Hampton Court	15.11	105.01	0.44643%
6	B	THG 1927	4 Hampton Court	15.11	105.02	0.44643%
6	C	THG 1560	3 Hampton Court	15.11	105.03	0.44643%
6	D	THG 1927	2 Hampton Court	15.11	105.04	0.44643%
6	E	THG 2140	1 Hampton Court	15.11	105.05	0.44643%

BUILDING NO.	UNIT NO.	UNIT TYPE	ADDRESS	BLOCK	LOT	UNDIVIDED PERCENT INTEREST IN COMMON ELEMENTS
7	A	THG 2140	16 Cardiff Court	15.11	106.01	0.44643%
7	B	THG 1927	15 Cardiff Court	15.11	106.02	0.44643%
7	C	THG 1927	14 Cardiff Court	15.11	106.03	0.44643%
7	D	THG 2140	12 Cardiff Court	15.11	106.04	0.44643%
8	A	THG 2042	11 Cardiff Court	15.11	107.01	0.44643%
8	B	THG 1927	10 Cardiff Court	15.11	107.02	0.44643%
8	C	THG 1927	9 Cardiff Court	15.11	107.03	0.44643%
8	D	THG 1927	8 Cardiff Court	15.11	107.04	0.44643%
8	E	THG 1927	7 Cardiff Court	15.11	107.05	0.44643%
8	F	THG 2042	6 Cardiff Court	15.11	107.06	0.44643%
9	A	THG 2140	5 Cardiff Court	15.11	108.01	0.44643%
9	B	THG 1927	4 Cardiff Court	15.11	108.02	0.44643%
9	C	THG 1560	3 Cardiff Court	15.11	108.03	0.44643%
9	D	THG 1927	2 Cardiff Court	15.11	108.04	0.44643%
9	E	THG 2140	1 Cardiff Court	15.11	108.05	0.44643%
10	A	THG 2042	44 Windsor Ponds Rd.	15.11	123.01	0.44643%
10	B	THG 1927	42 Windsor Ponds Rd.	15.11	123.02	0.44643%
10	C	THG 1560	40 Windsor Ponds Rd.	15.11	123.03	0.44643%
10	D	THG 1560	38 Windsor Ponds Rd.	15.11	123.04	0.44643%
10	E	THG 1927	36 Windsor Ponds Rd.	15.11	123.05	0.44643%
10	F	THG 2042	34 Windsor Ponds Rd.	15.11	123.06	0.44643%
11	A	THG 2140	10 Leeds Court	15.11	124.01	0.44643%
11	B	THG 1927	9 Leeds Court	15.11	124.02	0.44643%
11	C	THG 1560	8 Leeds Court	15.11	124.03	0.44643%
11	D	THG 1560	7 Leeds Court	15.11	124.04	0.44643%
11	E	THG 1927	6 Leeds Court	15.11	124.05	0.44643%
11	F	THG 2140	5 Leeds Court	15.11	124.06	0.44643%
12	A	THG 2140	4 Leeds Court	15.11	125.01	0.44643%
12	B	THG 1927	3 Leeds Court	15.11	125.02	0.44643%
12	C	THG 1927	2 Leeds Court	15.11	125.03	0.44643%
12	D	THG 2140	1 Leeds Court	15.11	125.04	0.44643%
13	A	THG 2140	32 Windsor Ponds Rd.	15.11	126.01	0.44643%
13	B	THG 1560	30 Windsor Ponds Rd.	15.11	126.02	0.44643%
13	C	THG 1927	28 Windsor Ponds Rd.	15.11	126.03	0.44643%
13	D	THG 1927	26 Windsor Ponds Rd.	15.11	126.04	0.44643%
13	E	THG 1927	24 Windsor Ponds Rd.	15.11	126.05	0.44643%
13	F	THG 1560	22 Windsor Ponds Rd.	15.11	126.06	0.44643%
13	G	THG 1560	20 Windsor Ponds Rd.	15.11	126.07	0.44643%
13	H	THG 2140	18 Windsor Ponds Rd.	15.11	126.08	0.44643%
14	A	THG 2140	16 Windsor Ponds Rd.	15.11	127.01	0.44643%
14	B	THG 1560	14 Windsor Ponds Rd.	15.11	127.02	0.44643%
14	C	THG 1560	12 Windsor Ponds Rd.	15.11	127.03	0.44643%
14	D	THG 1927	10 Windsor Ponds Rd.	15.11	127.04	0.44643%
14	E	THG 1927	8 Windsor Ponds Rd.	15.11	127.05	0.44643%
14	F	THG 1560	6 Windsor Ponds Rd.	15.11	127.06	0.44643%
14	G	THG 1560	4 Windsor Ponds Rd.	15.11	127.07	0.44643%
14	H	THG 2140	2 Windsor Ponds Rd.	15.11	127.08	0.44643%

BUILDING NO.	UNIT NO.	UNIT TYPE	ADDRESS	BLOCK	LOT	UNDIVIDED PERCENT INTEREST IN COMMON ELEMENTS
15	A	THG 2140	10 Normandy Drive	15.11	122.01	0.44643%
15	B	THG 1927	8 Normandy Drive	15.11	122.02	0.44643%
15	C	THG 1560	6 Normandy Drive	15.11	122.03	0.44643%
15	D	THG 1927	4 Normandy Drive	15.11	122.04	0.44643%
15	E	THG 2140	2 Normandy Drive	15.11	122.05	0.44643%
16	A	THG 2042	22 Normandy Drive	15.11	121.01	0.44643%
16	B	THG 1927	20 Normandy Drive	15.11	121.02	0.44643%
16	C	THG 1560	18 Normandy Drive	15.11	121.03	0.44643%
16	D	THG 1560	16 Normandy Drive	15.11	121.04	0.44643%
16	E	THG 1927	14 Normandy Drive	15.11	121.05	0.44643%
16	F	THG 2042	12 Normandy Drive	15.11	121.06	0.44643%
17	A	THG 2140	32 Normandy Drive	15.11	120.01	0.44643%
17	B	THG 1927	30 Normandy Drive	15.11	120.02	0.44643%
17	C	THG 1560	28 Normandy Drive	15.11	120.03	0.44643%
17	D	THG 1927	26 Normandy Drive	15.11	120.04	0.44643%
17	E	THG 2140	24 Normandy Drive	15.11	120.05	0.44643%
18	A	THG 2042	44 Normandy Drive	15.11	119.01	0.44643%
18	B	THG 1927	42 Normandy Drive	15.11	119.02	0.44643%
18	C	THG 1927	40 Normandy Drive	15.11	119.03	0.44643%
18	D	THG 1927	38 Normandy Drive	15.11	119.04	0.44643%
18	E	THG 1927	36 Normandy Drive	15.11	119.05	0.44643%
18	F	THG 2042	34 Normandy Drive	15.11	119.06	0.44643%
19	A	THG 2042	56 Normandy Drive	15.11	118.01	0.44643%
19	B	THG 1927	54 Normandy Drive	15.11	118.02	0.44643%
19	C	THG 1560	52 Normandy Drive	15.11	118.03	0.44643%
19	D	THG 1560	50 Normandy Drive	15.11	118.04	0.44643%
19	E	THG 1927	48 Normandy Drive	15.11	118.05	0.44643%
19	F	THG 2042	46 Normandy Drive	15.11	118.06	0.44643%
20	A	THG 2140	35 Normandy Drive	15.11	117.01	0.44643%
20	B	THG 1927	37 Normandy Drive	15.11	117.02	0.44643%
20	C	THG 1927	39 Normandy Drive	15.11	117.03	0.44643%
20	D	THG 1560	41 Normandy Drive	15.11	117.04	0.44643%
20	E	THG 1560	43 Normandy Drive	15.11	117.05	0.44643%
20	F	THG 1927	45 Normandy Drive	15.11	117.06	0.44643%
20	G	THG 2140	47 Normandy Drive	15.11	117.07	0.44643%
21	A	THG 1203E	19 Normandy Drive	15.11	161.08	0.44643%
21	B	THG 1020	21 Normandy Drive	15.11	161.07	0.44643%
21	C	THG 1020	23 Normandy Drive	15.11	161.06	0.44643%
21	D	THG 1203	25 Normandy Drive	15.11	161.05	0.44643%
21	E	THG 1203	27 Normandy Drive	15.11	161.04	0.44643%
21	F	THG 1020	29 Normandy Drive	15.11	161.03	0.44643%
21	G	THG 1020	31 Normandy Drive	15.11	161.02	0.44643%
21	H	THG 1203E	33 Normandy Drive	15.11	161.01	0.44643%
22	A	THG 2042	1 Normandy Drive	15.11	162.08	0.44643%
22	B	THG 1560	3 Normandy Drive	15.11	162.07	0.44643%
22	C	THG 1927	5 Normandy Drive	15.11	162.06	0.44643%
22	D	THG 1927	7 Normandy Drive	15.11	162.05	0.44643%
22	E	THG 1927	9 Normandy Drive	15.11	162.04	0.44643%
22	F	THG 1560	11 Normandy Drive	15.11	162.03	0.44643%
22	G	THG 1560	15 Normandy Drive	15.11	162.02	0.44643%
22	H	THG 2042	17 Normandy Drive	15.11	162.01	0.44643%

BUILDING NO.	UNIT NO.	UNIT TYPE	ADDRESS	BLOCK	LOT	UNDIVIDED PERCENT INTEREST IN COMMON ELEMENTS
23	A	THG 2042	1 Stafford Drive	15.11	158.04	0.44643%
23	B	THG 1560	3 Stafford Drive	15.11	158.03	0.44643%
23	C	THG 1560	5 Stafford Drive	15.11	158.02	0.44643%
23	D	THG 2042	7 Stafford Drive	15.11	158.01	0.44643%
24	A	THG 2140	90 Windsor Ponds Rd.	15.11	156.06	0.44643%
24	B	THG 1927	88 Windsor Ponds Rd.	15.11	156.05	0.44643%
24	C	THG 1927	86 Windsor Ponds Rd.	15.11	156.04	0.44643%
24	D	THG 1927	84 Windsor Ponds Rd.	15.11	156.03	0.44643%
24	E	THG 1927	82 Windsor Ponds Rd.	15.11	156.02	0.44643%
24	F	THG 2140	80 Windsor Ponds Rd.	15.11	156.01	0.44643%
25	OA	THG 2042	105 Windsor Ponds Rd.	15.11	116.01	0.44643%
25	B	THG 1560	107 Windsor Ponds Rd.	15.11	116.02	0.44643%
25	C	THG 1927	109 Windsor Ponds Rd.	15.11	116.03	0.44643%
25	D	THG 1927	111 Windsor Ponds Rd.	15.11	116.04	0.44643%
25	E	THG 1927	113 Windsor Ponds Rd.	15.11	116.05	0.44643%
25	F	THG 1560	115 Windsor Ponds Rd.	15.11	116.06	0.44643%
25	G	THG 1560	117 Windsor Ponds Rd.	15.11	116.07	0.44643%
25	H	THG 2140	119 Windsor Ponds Rd.	15.11	116.08	0.44643%
26	A	THG 2140	5 Tudor Way	15.11	115.01	0.44643%
26	B	THG 1927	6 Tudor Way	15.11	115.02	0.44643%
26	C	THG 1927	7 Tudor Way	15.11	115.03	0.44643%
26	D	THG 2140	8 Tudor Way	15.11	115.04	0.44643%
27	A	THG 2042	1 Tudor Way	15.11	114.01	0.44643%
27	B	THG 1927	2 Tudor Way	15.11	114.02	0.44643%
27	C	THG 1927	3 Tudor Way	15.11	114.03	0.44643%
27	D	THG 2140	4 Tudor Way	15.11	114.04	0.44643%
28	A	THG 2140	93 Windsor Ponds Rd.	15.11	113.01	0.44643%
28	B	THG 1927	95 Windsor Ponds Rd.	15.11	113.02	0.44643%
28	C	THG 1927	97 Windsor Ponds Rd.	15.11	113.03	0.44643%
28	D	THG 1927	99 Windsor Ponds Rd.	15.11	113.04	0.44643%
28	E	THG 1927	101 Windsor Ponds Rd.	15.11	113.05	0.44643%
28	F	THG 2042	103 Windsor Ponds Rd.	15.11	113.06	0.44643%
29	A	THG 2042	83 Windsor Ponds Rd.	15.11	112.01	0.44643%
29	B	THG 1927	85 Windsor Ponds Rd.	15.11	112.02	0.44643%
29	C	THG 1560	87 Windsor Ponds Rd.	15.11	112.03	0.44643%
29	D	THG 1927	89 Windsor Ponds Rd.	15.11	112.04	0.44643%
29	E	THG 2042	91 Windsor Ponds Rd.	15.11	112.05	0.44643%
30	A	THG 2042	71 Windsor Ponds Rd.	15.11	111.01	0.44643%
30	B	THG 1927	73 Windsor Ponds Rd.	15.11	111.02	0.44643%
30	C	THG 1560	75 Windsor Ponds Rd.	15.11	111.03	0.44643%
30	D	THG 1927	77 Windsor Ponds Rd.	15.11	111.04	0.44643%
30	E	THG 1560	79 Windsor Ponds Rd.	15.11	111.05	0.44643%
30	F	THG 2042	81 Windsor Ponds Rd.	15.11	111.06	0.44643%
31	A	THG 2140	61 Windsor Ponds Rd.	15.11	110.01	0.44643%
31	B	THG 1927	63 Windsor Ponds Rd.	15.11	110.02	0.44643%
31	C	THG 1560	65 Windsor Ponds Rd.	15.11	110.03	0.44643%
31	D	THG 1927	67 Windsor Ponds Rd.	15.11	110.04	0.44643%
31	E	THG 2140	69 Windsor Ponds Rd.	15.11	110.05	0.44643%

						UNDIVIDED PERCENT INTEREST IN COMMON ELEMENTS
BUILDING NO.	UNIT NO.	UNIT TYPE	ADDRESS	BLOCK	LOT	
32	A	THG 2140	51 Windsor Ponds Rd.	15.11	109.01	0.44643%
32	B	THG 1927	53 Windsor Ponds Rd.	15.11	109.02	0.44643%
32	C	THG 1560	55 Windsor Ponds Rd.	15.11	109.03	0.44643%
32	D	THG 1927	57 Windsor Ponds Rd.	15.11	109.04	0.44643%
32	E	THG 2140	59 Windsor Ponds Rd.	15.11	109.05	0.44643%
33	A	THG 2042	12 Stafford Drive	15.11	159.06	0.44643%
33	B	THG 1927	10 Stafford Drive	15.11	159.05	0.44643%
33	C	THG 1927	8 Stafford Drive	15.11	159.04	0.44643%
33	D	THG 1927	6 Stafford Drive	15.11	159.03	0.44643%
33	E	THG 1927	4 Stafford Drive	15.11	159.02	0.44643%
33	F	THG 2042	2 Stafford Drive	15.11	159.01	0.44643%
34	A	THG 2140	28 Stafford Drive	15.11	160.08	0.44643%
34	B	THG 1560	26 Stafford Drive	15.11	160.07	0.44643%
34	C	THG 1560	24 Stafford Drive	15.11	160.06	0.44643%
34	D	THG 1927	22 Stafford Drive	15.11	160.05	0.44643%
34	E	THG 1927	20 Stafford Drive	15.11	160.04	0.44643%
34	F	THG 1560	18 Stafford Drive	15.11	160.03	0.44643%
34	G	THG 1560	16 Stafford Drive	15.11	160.02	0.44643%
34	H	THG 2140	14 Stafford Drive	15.11	160.01	0.44643%
35	A	THG 2140	9 Stafford Drive	15.11	157.05	0.44643%
35	B	THG 1927	11 Stafford Drive	15.11	157.04	0.44643%
35	C	THG 1560	13 Stafford Drive	15.11	157.03	0.44643%
35	D	THG 1927	17 Stafford Drive	15.11	157.02	0.44643%
35	E	THG 2140	19 Stafford Drive	15.11	157.01	0.44643%
36	A	THG 1203E	60 Windsor Ponds Rd.	15.11	155.06	0.44643%
36	B	THG 1203	58 Windsor Ponds Rd.	15.11	155.05	0.44643%
36	C	THG 1203	56 Windsor Ponds Rd.	15.11	155.04	0.44643%
36	D	THG 1203	54 Windsor Ponds Rd.	15.11	155.03	0.44643%
36	E	THG 1203	52 Windsor Ponds Rd.	15.11	155.02	0.44643%
36	F	THG1203E	50 Windsor Ponds Rd.	15.11	155.01	0.44643%
57	A	THG 2140	9 Lancaster Court	15.11	139.01	0.44643%
57	B	THG 1927	8 Lancaster Court	15.11	139.02	0.44643%
57	C	THG 1927	7 Lancaster Court	15.11	139.03	0.44643%
57	D	THG 1560	6 Lancaster Court	15.11	139.04	0.44643%
57	E	THG 2042	5 Lancaster Court	15.11	139.05	0.44643%
58	A	THG 2140	4 Lancaster Court	15.11	140.01	0.44643%
58	B	THG 1927	3 Lancaster Court	15.11	140.02	0.44643%
58	C	THG 1927	2 Lancaster Court	15.11	140.03	0.44643%
58	D	THG 2140	1 Lancaster Court	15.11	140.04	0.44643%

*same percentage interest – adjusted only to total 100%

AFFORDABLE HOUSING PLAN

FOR

WINDSOR PONDS CONDOMINIUM

BY

K. HOVNANIAN AT WEST WINDSOR, L.L.C.

Prepared By:

Jeffrey A. Weinflash, Esq.
Attorney at Law of New Jersey
K. Hovnanian at West Windsor, L.L.C.

Record and Return to:

Jeffrey A. Weinflash, Esq.
K. Hovnanian at West Windsor, L.L.C.
110 Fieldcrest Avenue
CN 7825
Edison, New Jersey 08818-6825

MASTER DEED EXHIBIT J

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This is not a certified copy

AFFORDABLE HOUSING PLAN
FOR
WINDSOR PONDS CONDOMINIUM

1. INTRODUCTION

K. Hovnanian at West Windsor, L.L.C. ("Sponsor") will construct 39 low and moderate income condominium townhomes with garage ("Affordable Units") within the proposed development known as Windsor Ponds Condominium. These units will be distributed throughout the development as described further in this plan.

This plan was prepared in accordance with and governed by regulations enacted by West Windsor Township in accordance with rules and regulations of the New Jersey Council on Affordable Housing ("COAH").

2. PART OF ASSOCIATION

The Affordable Units will be located within Windsor Ponds Condominium and shall be a part of the Windsor Ponds Condominium Association ("Association"), and be subject to the same rules and regulations and entitled to the same rights and privileges as any and all other Units within the Association.

3. FLOOR PLANS AND BEDROOM DISTRIBUTION.

The Affordable Units shall consist of at least the floor plans described below:

- A. Model 1020 (1 bedroom)
- B. Model 1020 (2 bedroom)
- C. Model 1203 (3 bedroom)

The Affordable Units actually constructed will be substantially similar to those shown in the attached Exhibit B. K. Hovnanian at West Windsor, L.L.C. shall have the right to add additional or modify floor plans so long as they meet the criteria and provisions set forth in this Affordable Housing Plan and are approved by the Township of West Windsor.

The bedroom distribution of the Affordable Units will be:

<u>Bedroom Count</u>	<u>Minimum %</u>	<u>Maximum %</u>
1	10%	20%
2	30%	
3	20%	

At least one-third (1/3) of all Affordable Units in each bedroom distribution shall be affordable to low income households.

4. LOCATION AND PHASING

The building, unit, model type, block and lot of the 39 Affordable Units are contained in Exhibit C of this Plan.

The condominium must proceed in a fashion consistent with the requirements of West Windsor Township Ordinance §200-237 (Application and Interpretation of Low/Moderate Income Housing Provisions) ("Affordable Housing Regulations"), tying market rate housing

production to delivery of price controlled affordable units. The schedule contained in said Regulations is reproduced below as Table 1. This affects the pace of individual unit construction. It is believed at this time that the schedule can be rigidly adhered to; however, it is possible that due to the exact timing of each new phase, minor discrepancies may arise. Given the set aside proposition in each regulatory phase, these minor discrepancies will by be quickly balanced.

Table 2 identifies the distribution of price controlled Affordable Units as well as the distribution of all Units in Windsor Ponds Condominium. At least 50% of the Affordable Units shall be affordable to low income households.

**Table 1
Phasing**

Percentage of Affordable Housing Units Completed	Percentage of Market Housing Units Completed
0%	25%
10%	25% + one unit
50%	50%
75%	75%
100%	90%

**Table 2
All Units by Phase**

Phase	Townhome with Garage (Market Rate)	Townhome with Garage (Affordable)	Total Units
1	198	26	224
2	133	13	146
Total	331	39	370

5. INITIAL SALES PRICE

The initial sales prices of these Affordable Units shall be established so that, after a downpayment of 5%, the monthly principal, interest, taxes, insurance and Condominium Association fees, do not exceed 28% of the applicable eligible gross monthly income.

- ❖ At least half of the Affordable Units shall be affordable to low income households. The average of all sales prices shall be calculated so as to be affordable to a household earning 57.5% of median income and the sales prices shall be calculated in accordance with the adjusted household/income standards of COAH (1.5 persons per bedroom) in accordance with the method of calculation for each bedroom type per NJAC 5:93-7.4 as follows:

- One (1) Bedroom Units shall be affordable to a household of 1.5 persons.
- Two (2) Bedroom Units shall be affordable to a household of 3.0 persons.
- Three (3) Bedroom Units shall be affordable to a household of 4.5 persons.

- ❖ One Third (1/3) of the units in each bedroom category shall be affordable to low income households.

The median income limits for such households shall be established by using a regional weighted average of the uncapped Section 8 income limits published by HUD computed as set forth in N.J.A.C. 5:93-7.4(b) ("COAH Regional Income Limits"). A copy is attached hereto as Exhibit A.

6. CONDOMINIUM CHARGES AND ASSESSMENTS

Any and all assessments by the Windsor Ponds Condominium Association levied upon any Affordable Units will be assessed an amount equal to the same assessment levied upon all Market Units in the Association. Commencing upon the date on which the provisions of this Plan and the provisions of the Affordable Housing Agreement (sample Agreement is annexed as Exhibit D) expire or terminate as to a particular Affordable Unit, that Affordable Unit shall pay assessments in the same manner as a Market Unit. At no time shall the Association levy an assessment upon an Affordable Unit for an Association expense for which Market Units are not also being assessed.

Neither the Sponsor nor the Association shall amend or alter the provisions of this paragraph without first obtaining the approval of the Township of West Windsor. Any such approved amendments or modifications of this Plan shall be in writing and shall contain proof of Township approval and shall not be effective unless and until recorded with the Mercer County Clerk.

7. DEEDS OF CONVEYANCE PROVISIONS

The deeds of conveyance from K. Novakian at West Windsor, L.L.C. to the purchasers of Affordable Units shall include the following clause:

The Grantee's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the "Affordable Housing Agreement" dated _____, to be recorded simultaneously herewith, and the "Affordable Housing Plan for Windsor Ponds Condominium" dated _____, which plan was filed in the Office of the Clerk of Mercer County in Deed Book _____ at Page _____ on _____ and is on file with the West Windsor Township Clerk. This is a _____ income unit.

The above clause shall be in addition to the clause stating that the Affordable Unit is subject to the provisions of the Master Deed for the Windsor Ponds Condominium, which clause will also appear in the deeds for all Units in this development.

8. AFFORDABLE HOUSING AGREEMENT

At the time of closing title, each purchaser of an Affordable Unit shall be required to sign the Affordable Housing Agreement annexed hereto as Exhibit D, the "Repayment Mortgage" annexed hereto as Exhibit E, and the "Mortgage Repayment Note" annexed hereto as Exhibit F.

9. COVENANTS RUNNING WITH LAND AND DURATION OF RESTRICTION

The provisions of this Affordable Housing Plan shall constitute covenants running with the land with respect to each Affordable Unit affected hereby, and shall bind all purchasers of each such Unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Plan. In accordance with West Windsor Township Affordable Housing Regulations, the Affordable Units shall remain affordable to the occupants within the income limits established by the Municipality's Affordable Housing Regulations and COAH for a period of not less than 30 years.

10. AFFORDABLE HOUSING REGULATIONS

All owners of Affordable Units take title subject to the COAH and the Municipality's Affordable Housing Regulations, including but not limited to provisions regulating resales.

11. OWNERSHIP; PREFERENCES

All Affordable Units must be owner-occupied and limited to households qualifying under this Plan until such time as this Plan expires by operation of law, subject to the provisions of the Municipality's Affordable Housing Regulations. If the number of qualifying purchasers for Affordable Homes exceeds the actual number of Affordable Homes being sold, if permitted by law, preference will be granted to purchasers who reside or work in the Counties of Mercer, Monmouth or Ocean or who are employed by the West Windsor-Plainsboro Regional School District.

12. AFFIRMATIVE MARKETING

The Municipality has contracted with the Affordable Housing Management Service in the New Jersey Department of Community Affairs ("AHMS") now known as the Housing Affordability Service ("HAS"), to administer its Affordable Housing Plan and Affordable Housing Regulations. An Affirmative Market Plan will be prepared by the Sponsor pursuant to COAH guidelines. The Sponsor will cooperate with HAS and abide by its procedures (so long as such procedures do not impose requirements that exceed Municipal or COAH requirements) and pay all fees to HAS for its services for the initial sale of the Affordable Homes by the Sponsor.

13. AGREEMENT

K. Hovnanian at West Windsor, L.L.C. shall construct the 39 Affordable Units and agrees that all such designated Affordable Units shall be sold in accordance with the provisions of this Affordable Housing Plan.

Dated:

ATTEST:

K. HOVNANIAN AT WEST WINDSOR, L.L.C.

Jeffrey A. Weinflash
Assistant Secretary

By: _____
Bruce M. Grosse
President

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

I CERTIFY that on _____, 2000, Bruce M. Grosse personally came before me and he acknowledged under oath, to my satisfaction, that he is the President of K. Hovnanian at West Windsor, L.L.C., a limited liability company, that he is the person named in and who executed the within instrument, that he signed and delivered this document as the voluntary act and deed of the said limited liability company.

NOTARY PUBLIC

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2000 Regional Income Limits

Adopted April 5, 2000

		1	1.5*	2	38	4	4.5*	5	6	7	8	%**
		Person	Person	Person	Person	Person	Person	Person	Person	Person	Person	Increase
Region 1 Bergen Hudson Passaic Sussex	Median	\$46,782	\$50,123	\$53,465	\$60,148	\$66,831	\$69,504	\$72,177	\$77,524	\$82,870	\$88,217	2.0%R
	Moderate	\$37,426	\$40,098	\$42,772	\$48,118	\$53,465	\$55,603	\$57,742	\$62,019	\$66,296	\$70,574	4.35%S
	Low	\$23,391	\$25,062	\$26,733	\$30,074	\$33,416	\$34,752	\$36,089	\$38,762	\$41,435	\$44,109	
Region 2 Essex Morris Union Warren	Median	\$49,420	\$52,950	\$56,480	\$63,540	\$70,600	\$73,424	\$76,248	\$81,896	\$87,544	\$93,192	2.0%R
	Moderate	\$39,536	\$42,360	\$45,184	\$50,832	\$56,480	\$58,739	\$60,998	\$65,517	\$70,035	\$74,554	3.98%S
	Low	\$24,710	\$26,475	\$28,240	\$31,770	\$35,300	\$36,712	\$38,124	\$40,948	\$43,772	\$46,596	
Region 3 Hunterdon Middlesex Somerset	Median	\$56,560	\$60,600	\$64,640	\$72,720	\$80,800	\$84,032	\$87,264	\$93,728	\$100,192	\$106,656	2.0%R
	Moderate	\$45,248	\$48,480	\$51,712	\$58,376	\$64,640	\$67,226	\$69,811	\$74,982	\$80,154	\$85,325	3.35%S
	Low	\$28,280	\$30,300	\$32,320	\$36,360	\$40,400	\$42,016	\$43,632	\$46,864	\$50,096	\$53,328	
Region 4 Mercer Monmouth Ocean	Median	\$45,124	\$48,379	\$51,604	\$58,055	\$64,505	\$67,085	\$69,665	\$74,826	\$79,986	\$85,147	2.0%R
	Moderate	\$36,123	\$38,703	\$41,283	\$46,444	\$51,604	\$53,668	\$55,732	\$59,861	\$63,989	\$68,118	5.64%S
	Low	\$22,577	\$24,190	\$25,802	\$29,028	\$32,253	\$33,543	\$34,833	\$37,413	\$39,993	\$42,574	
Region 5 Burlington Camden Gloucester	Median	\$40,468	\$43,350	\$46,240	\$52,020	\$57,800	\$60,112	\$62,424	\$67,048	\$71,672	\$76,296	2.0%R
	Moderate	\$32,368	\$34,680	\$36,992	\$41,616	\$46,240	\$48,090	\$49,939	\$53,638	\$57,338	\$61,037	3.96%S
	Low	\$20,230	\$21,645	\$23,120	\$26,010	\$28,900	\$30,056	\$31,212	\$33,524	\$35,836	\$38,148	
Region 6 Atlantic Cape May Cumberland Salem	Median	\$34,972	\$37,470	\$39,968	\$44,964	\$49,960	\$51,958	\$53,957	\$57,954	\$61,950	\$65,947	2.0%R
	Moderate	\$27,978	\$29,976	\$31,974	\$35,972	\$39,968	\$41,566	\$43,166	\$46,363	\$49,560	\$52,758	2.31%S
	Low	\$17,486	\$18,735	\$19,984	\$22,482	\$24,980	\$25,979	\$26,979	\$28,977	\$30,975	\$32,974	

Affordable rents may be raised a maximum of 2.0 percent, based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI), Northeast Region, All Urban Consumers Housing. However, low income tax credit developments may increase based on the low income tax credit regulations.

* These columns are for calculating the pricing for one, two and three bedroom, sale and rental units as per N.J.A.C. 5:93-7.4.

** This last column is used for calculating the maximum resale and rent increases for units as per N.J.A.C. 5:93-9.15.

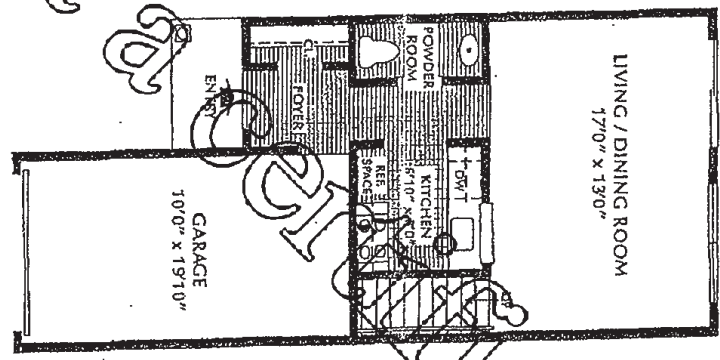
R=Rent; S=Sales

EXHIBIT A

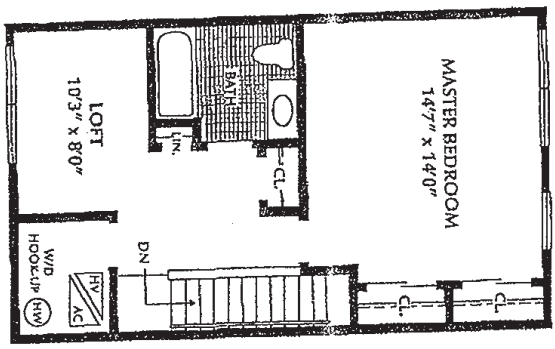
AFFORDABLE HOUSING UNIT
MODEL 1020 - 1 BEDROOM

WINDSOR PONDS

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 DESIGN <small>ARCHITECTURAL SERVICES, INC.</small> <small>4411 LITTLE ROCK RD. PHILADELPHIA, PA 19153 PH: 215-381-4100</small>	PROJECT: WINDSOR PONDS JOB #: H77-6 NAME: M1, 1020 FLOOR: FIRST FLOOR REVISION: FEB. 9, 2000
	PROJECT: WINDSOR PONDS JOB #: H77-6 NAME: M1, 1020 FLOOR: FIRST FLOOR REVISION: FEB. 9, 2000

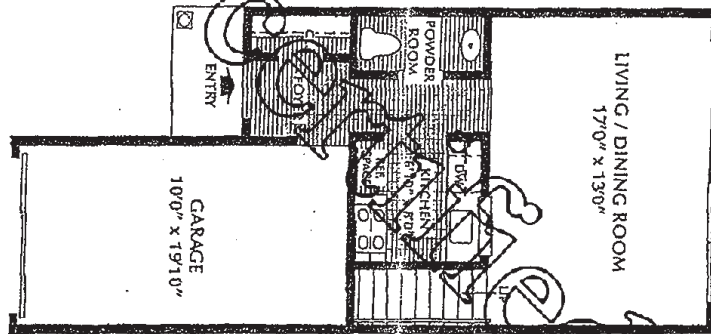


 DESIGN <small>ARCHITECTURAL SERVICES, INC.</small> <small>4411 LITTLE ROCK RD. PHILADELPHIA, PA 19153 PH: 215-381-4100</small>	PROJECT: WINDSOR PONDS JOB #: H77-6 NAME: M1, 1020 FLOOR: 2ND FLOOR REVISION: FEB. 8, 2000
	PROJECT: WINDSOR PONDS JOB #: H77-6 NAME: M1, 1020 FLOOR: 2ND FLOOR REVISION: FEB. 8, 2000

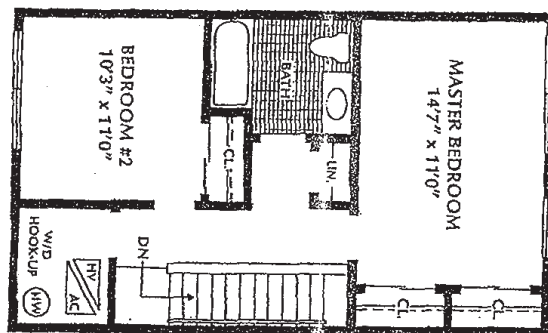
AFFORDABLE HOUSING UNIT
MODEL 1020 - 2 BEDROOMS

WINDSOR PONDS

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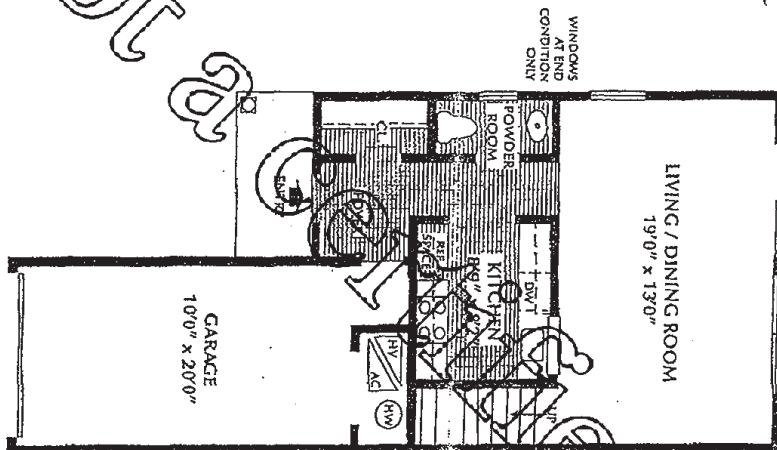
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	JOB #: H77-6
NAME: ML 1020	FIRST FLOOR
DATE: FEB. 8, 2000	



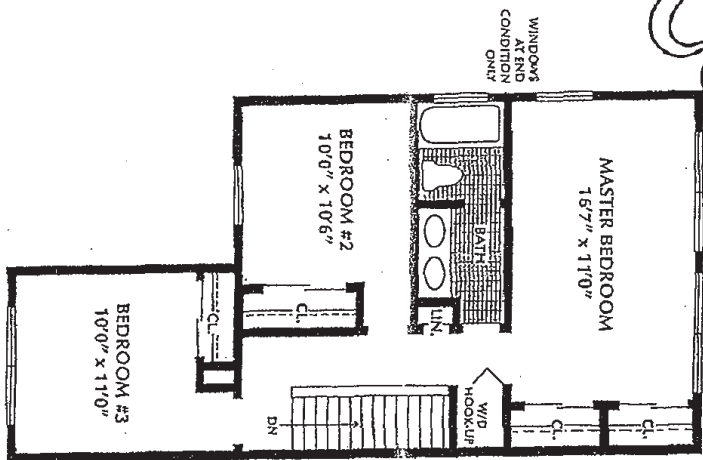
D DESIGN	PROJECT: WINDSOR PONDS
	JOB #: H77-6
NAME: ML 1020	SECOND FLOOR
DATE: FEB. 8, 2000	

AFFORDABLE HOUSING UNIT
MODEL 1203 - 3 BEDROOMS

WINDSOR PONDS



D DESIGN	PROJECT: WINDSOR PONDS
	JOB #: H77-6
DATE: ML 1203	NAME: ML 1203
REGISTER: FEB. 8, 2000	FLOOR: FIRST FLOOR



D DESIGN	PROJECT: WINDSOR PONDS
	JOB #: H77-6
DATE: ML 1203	NAME: ML 1203
REGISTER: FEB. 8, 2000	FLOOR: SECOND FLOOR

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**Exhibit C
Unit Identification for Affordable Units**

Phase	Bldg.	Block	Lot	Address	Model/ Bedrms.	Price
1	3	15.11	102.01	35 Windsor Ponds Rd.		
1	3	15.11	102.02	37 Windsor Ponds Rd.		
1	3	15.11	102.03	39 Windsor Ponds Rd.		
1	3	15.11	102.04	41 Windsor Ponds Rd.		
1	3	15.11	102.05	43 Windsor Ponds Rd.		
1	3	15.11	102.06	45 Windsor Ponds Rd.		
1	3	15.11	102.07	47 Windsor Ponds Rd.		
1	3	15.11	102.08	49 Windsor Ponds Rd.		
1	4	15.11	103.01	16 Hampton Court		
1	4	15.11	103.02	15 Hampton Court		
1	4	15.11	103.03	14 Hampton Court		
1	4	15.11	103.04	12 Hampton Court		
1	21	15.11	161.08	19 Normandy Drive		
1	21	15.11	161.07	21 Normandy Drive		
1	21	15.11	161.06	23 Normandy Drive		
1	21	15.11	161.05	25 Normandy Drive		
1	21	15.11	161.04	27 Normandy Drive		
1	21	15.11	161.03	29 Normandy Drive		
1	21	15.11	161.02	31 Normandy Drive		
1	21	15.11	161.01	33 Normandy Drive		
1	36	15.11	155.06	60 Windsor Ponds Rd.		
1	36	15.11	155.05	58 Windsor Ponds Rd.		
1	36	15.11	155.04	56 Windsor Ponds Rd.		
1	36	15.11	155.03	54 Windsor Ponds Rd.		
1	36	15.11	155.02	52 Windsor Ponds Rd.		
1	36	15.11	155.01	50 Windsor Ponds Rd.		
2	42	15.11	146.01	47 York Road		
2	42	15.11	146.02	45 York Road		
2	42	15.11	146.03	43 York Road		
2	42	15.11	146.04	41 York Road		
2	45	15.11	149.01	7 York Road		
2	45	15.11	149.02	5 York Road		
2	45	15.11	149.03	3 York Road		
2	45	15.11	149.04	1 York Road		
2	63	15.11	154.05	108 Warwick Road		
2	63	15.11	154.04	106 Warwick Road		
2	63	15.11	154.03	104 Warwick Road		
2	63	15.11	154.02	102 Warwick Road		
2	63	15.11	154.01	100 Warwick Road		

**AFFORDABLE HOUSING AGREEMENT
Contains Deed Restrictions**

Prepared by: _____

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Pursuant to the transfer of ownership of an affordable housing unit for the price of \$ _____, this AGREEMENT is entered into on this _____ day of _____, between _____ owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and New Jersey Department of Community Affairs, hereafter "AUTHORITY", which Authority is an instrumentality of _____ (referred to as the "MUNICIPALITY"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least _____ years beginning on _____ and ending at the first non-exempt transfer of title after _____ unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c.222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing unit(s) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

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

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Purchase Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority at a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by Council.

"Low Income Household" shall mean a Household whose total Gross Annual Income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing Unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the Index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block _____ Lot _____ Municipality _____
County _____ # of Bedrooms _____
Complete Street Address & Unit # _____
City _____ State _____ Zip _____

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

- 1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L. 1978, L.14 (N.J.S.A. 52:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:93-5.3(b); or at the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or
2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:93-9. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified herebefore in Section III TERM OF RESTRICTION shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Municipality, the Department the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Lien for a period of up to thirty (30) years.

2. Alternately, the Owner may also elect to sell to any purchaser at a fair market price. In this event, the Owner shall be obligated to pay the municipality 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified heretofore in Section III TERM OF RESTRICTION.

3. If the Owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell, the option to buy shall be restored to the municipality and subsequently to the Department, the Agency or a Non-Profit approved by the Council. The Owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

The Affordable Housing unit shall be sold in accordance with all rules, regulations, and requirements duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), the intent of which is to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than the closing date of the initial sale.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or Exhibit A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTION of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the Owner and the municipality wherein the unit(s) is(are) located at the time of closing and transfer of title to any purchaser of an Affordable Housing Unit. The Repayment Mortgage shall provide for the repayment of 95% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in Section III TERM OF RESTRICTION. The Repayment Mortgage shall be recorded with the records office of the County in which the unit is located.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT which is on file in the Office of the Clerk of _____ County and is also on file with the Authority".

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the dura-

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as a Low or Moderate income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.

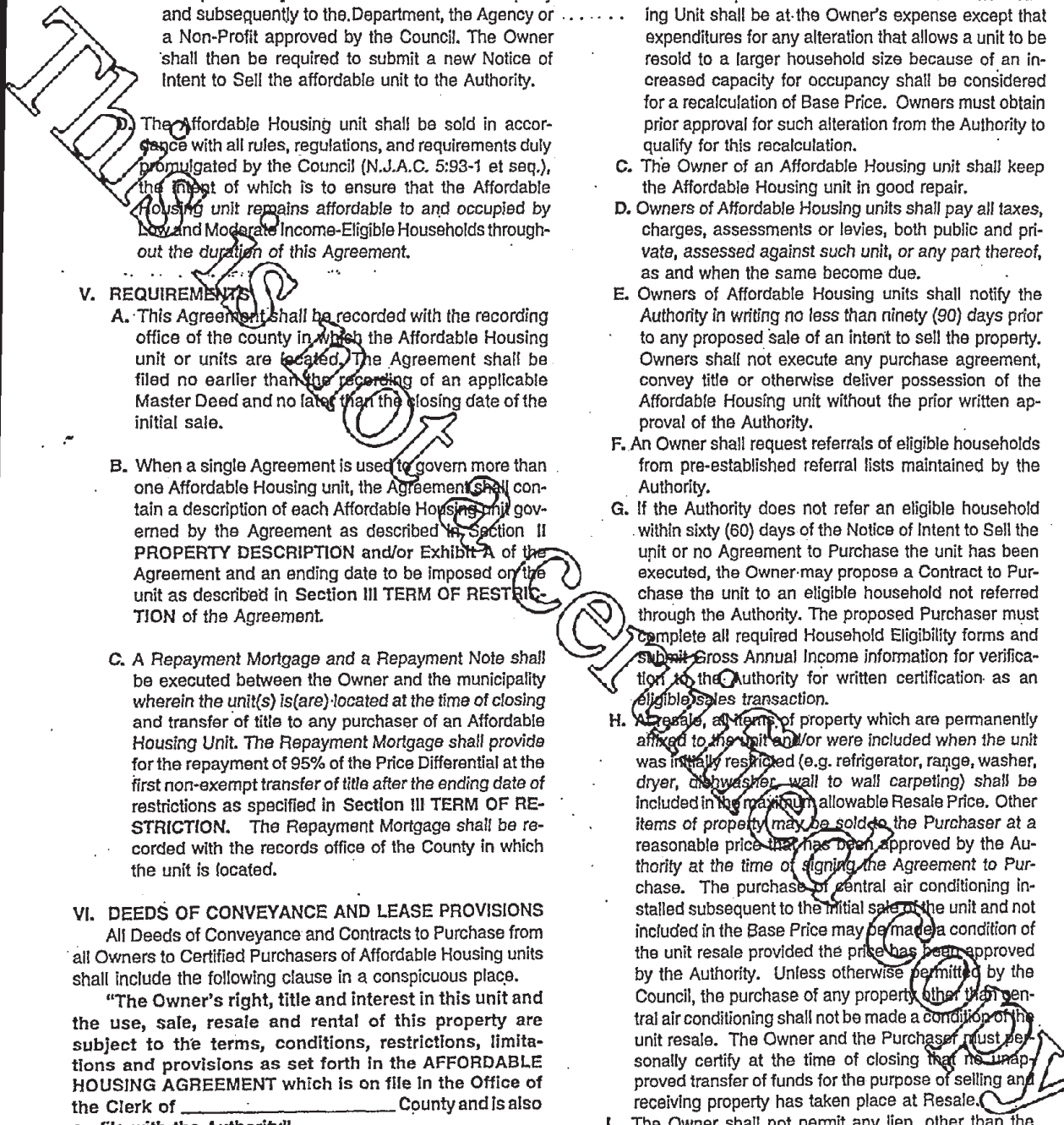
F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.

G. If the Authority does not refer an eligible household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was initially restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

I. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.



- K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.
- L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this obligation to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.
- M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or

mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the Municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at a negotiated price not to exceed the maximum Resale sales price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

TRUST

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

At the address of the property stated in Section II PROPERTY DESCRIPTION hereof.

To the Authority:

At the address stated below:
Attention:

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions thereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under

any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

A. The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERM OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

XIX. ACKNOWLEDGEMENT

A. Owner acknowledges receipt of a true copy of this Agreement at no charge.

Dated: _____

By: _____

Signature (Owner)

Signature (Co-Owner)

STATE OF NEW JERSEY)

)ss

COUNTY OF)

BE IT REMEMBERED, that on this _____ day of _____, 19____, before me, the subscriber, _____ personally appeared _____

who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument; that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me,
the date aforesaid.

STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

REPAYMENT MORTGAGE
Contains Deed Restrictions

MORTGAGE IS SUBORDINATE TO A FIRST PURCHASE MONEY MORTGAGE OR REFINANCING

Prepared by: _____

This Mortgage made on _____, 19__ between _____
(referred to as "Borrower") and _____ (referred to as the "Authority"),
which Authority is an instrumentality of _____ (referred to as the "Municipality")

REPAYMENT MORTGAGE NOTE

In consideration of value received by the Borrower in connection with the Property (described below) purchased by the Borrower, the Borrower has signed a note dated _____. The Borrower promises to pay the amounts due under the Note and to abide by all promises contained in the Note.

MORTGAGE AS SECURITY

This Mortgage is given to the Authority as security for the payment due and the performance of all promises under the Note. The Borrower mortgages the real estate owned by the Borrower described as follows (referred to as the "Property"):

All of the land located in the _____ of _____
County of _____ and State of New Jersey, specifically described as follows:
Street Address: _____
City: _____ Zip: _____ Block No.: _____ Lot No.: _____

Also more particularly described as:

Together with:

1. All buildings and other improvement that now are or will be located on the Property.
2. All fixtures, equipment and personal property that now are or will be attached to or used with the land, buildings and improvements of or on the Property.
3. All rights which the Borrower now has or will acquire with regard to the Property.

BORROWER'S ACKNOWLEDGEMENTS

1. The Borrower acknowledges and understands that:

a) Municipalities within the State of New Jersey are required under the Fair Housing Act and regulations adopted under the authority of the Act to provide for their fair share of housing that is affordable to households of low and moderate income; and

b) The Property which is subject to this Mortgage has been designated as housing which must remain affordable to low and moderate income households for at least thirty years unless a shorter time period is authorized in accordance with rules established by any agency having jurisdiction (the "restricted period"); and

c) To ensure that such housing, including this Property, remains affordable to low and moderate income households during the restricted period, an Affordable Housing Agreement has been executed by the Borrower that constitutes covenants running with the land with respect to the Property and the Municipality has adopted procedures and restrictions governing the resale of the Property; and

d) The Authority to which the Property is mortgaged has been designated by the Municipality to administer the procedures and restrictions governing such housing.

2. The Borrower also acknowledges and understands that the Property has been purchased at a restricted sales price that is less than the fair market value of the Property.

BORROWER'S PROMISES

In consideration for the value received in connection with the purchase of the Property at a restricted sales price, the Borrower agrees as follows:

1. The Borrower will comply with all of the terms of the Note and this Mortgage which includes:

- a) Within the restricted period starting with the date the Borrower

title to the Property for an amount that exceeds the maximum allowable resale price as established by the Authority. In the event of breach of this promise, Borrower hereby assigns all proceeds in excess of the maximum allowable resale price to the Authority, said assignment to be in addition to any and all rights and remedies the Authority has upon default.

b) At the first non-exempt transfer of title of the Property after the ending date of the restricted period, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market selling price which has accrued to the Property during the restricted period to the Authority.

2. The Borrower warrants title to the premises (N.J.S.A. 46:9-2). This means the Borrower owns the Property and will defend its ownership against all claims.

3. The Borrower shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Borrower will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

4. The Borrower shall keep the Property in good repair, neither damaging nor abandoning it. The Borrower will allow the Authority to inspect the Property upon reasonable notice.

5. The Borrower shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

CONTROLS ON AFFORDABILITY

The procedures and restrictions governing resale of the Property have been established pursuant to the Fair Housing Act and the regulations adopted under the authority of the Act, (all collectively referred to as "Controls on Affordability"). Reference is made to the Controls on Affordability for the procedure in calculating the maximum allowable resale price, the method of repayment described in

EXHIBIT E

151

Handwritten watermark: "Mortgage Authority"

Handwritten number: "403986.86138"

Item 1(b) of the section entitled "Borrower's Promises", and the definition of a "restricted sale" for purposes of determining when the Affordability Controls are applicable, and the determination of the restricted period of time.

RIGHTS GIVEN TO LENDER

The Borrower, by mortgaging the Property to the Authority, gives the Authority those rights stated in this Mortgage, all rights the law gives to lenders who hold mortgages, and also all rights the law gives to the Authority and/or Municipality under the Affordability Controls. The rights given to the Authority and the restrictions upon the Property are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Borrower and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in the Note and Mortgage, the Authority will cancel this Mortgage at its expense.

DEFAULT

The Authority may declare the Borrower in default on the Note and this Mortgage if:

1. The Borrower fails to comply with the provisions of the Affordable Housing Agreement;
2. The Borrower fails to make any payment required by the Note and this Mortgage;
3. The Borrower fails to keep any other promise made in this Mortgage;
4. The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;
5. The holder of any lien on the Property starts foreclosure proceedings; or
6. Bankruptcy, insolvency or receivership are started by or against any of the Borrowers.

AUTHORITY'S RIGHTS UPON DEFAULT

If the Authority declares that the Note and this Mortgage are in default, the Authority shall have, subject to the rights of the First Mortgagee, all rights given by law or set forth in this Mortgage.

NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON NOTICE TO THE OTHER PARTY.

NO WAIVER BY AUTHORITY

The Authority may exercise any right under this Mortgage or under any law, even if the Authority has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. The Authority does not waive its right to declare the Borrower is in default by making payments or incurring expense on behalf of the Borrower.

EACH PERSON LIABLE

This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Authority may enforce any of the provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

SUBORDINATE MORTGAGE

The lien on this Mortgage is inferior to and subject to the terms and provisions of the First Purchase Money Mortgage executed contemporaneously herewith or any subsequent refinancing.

NO ORAL CHANGES

This Mortgage can only be changed by an agreement in writing signed by both the Borrower and the Authority.

SIGNATURES

The Borrower agrees to the terms of this Mortgage by signing below.

ACKNOWLEDGEMENT

Borrower acknowledges receipt of a true copy of this mortgage at no charge.

Dated: _____

ATTEST: _____

By: _____

Signature (Borrower)

Signature (Co-Borrower)

STATE OF NEW JERSEY)

)ss

COUNTY OF)

BE IT REMEMBERED, that on this _____ day of _____, 19____, before me, the undersigned,

_____ personally appeared _____

who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Borrower (Co-Borrower) named in the within instrument; that is the Repayment Mortgage for the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me, _____ the date aforesaid.

STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

REPAYMENT MORTGAGE NOTE

_____, 199____, _____, New Jersey

FOR VALUE RECEIVED _____ (referred to as the "Borrower")
promises to pay to _____ (referred to as the "Authority")
an instrumentality of _____ (the "Municipality") the amounts specified in this Note and
promises to abide by the terms contained below.

REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Borrower is giving the Authority a Repayment Mortgage, dated _____. The Repayment Mortgage covers real estate (the "Property") owned by the Borrower, the legal description of such real estate being contained in the Repayment Mortgage. This mortgage is subordinate to the first mortgage executed contemporaneously herewith or any subsequent financing.

BORROWER'S PROMISE TO PAY AND OTHER TERMS

- The Property is subject to terms, restrictions and conditions that prohibit its sale at a fair market price for an established period of time. Within the restricted period, starting with the date the Borrower obtains title to the Property, the Borrower shall not sell or transfer title to the Property for an amount that exceeds a maximum allowable resale price established by the Authority.
 - All proceeds received during the restricted period in excess of the restricted amount shall be paid to the Authority.
 - At the first non-exempt sale of the Property after restrictions have ended, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market selling price which has accrued to the Property during the restricted period of resale (the "Price Differential") to the Authority.
- The amount due and payable to the Authority shall be calculated as follows:

$$\begin{array}{l}
 \text{FAIR MARKET PRICE less MAXIMUM ALLOWABLE RESALE PRICE} \\
 \text{equals} \\
 \text{PRICE DIFFERENTIAL} \\
 \\
 \text{BORROWER'S PROCEEDS} \\
 \text{equals} \\
 \text{MAXIMUM ALLOWABLE RESALE PRICE plus 5\% OF PRICE DIFFERENTIAL} \\
 \\
 \text{AMOUNT OF NOTE} \\
 \text{equals} \\
 \text{FAIR MARKET PRICE less BORROWER'S PROCEEDS}
 \end{array}$$

WAIVER OF FORMAL ACTS

The Borrower waives its right to require the Authority to do any of the following before enforcing its rights under this Note:

- To demand payment of amount due (known as Presentment).
- To give notice that amounts due have not been paid (known as Notice of Dishonor).
- To obtain an official certificate of non-payment (known as Protest).

RESPONSIBILITY UNDER NOTE

All Borrowers signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Authority may enforce this Note against any one or more of the Borrowers or against all Borrowers together.

SIGNATURES

The Borrower agrees to the terms of this Note by signing below.

EXHIBIT F

WITNESSED

Signature

Signature (Borrower)

Date VOL3986 PG 140

Signature (Co-Borrower)

WEST WINDSOR CODE

§ 200-237. Application and interpretation of low/moderate-income housing provisions.
 [Amended 2-25-1985 by Ord. No. 85-1; 10-7-1985 by Ord. No. 85-25;
 2-21-1989 by Ord. No. 89-04; 10-2-1989 by Ord. No. 89-28; 10-16-1989 by
 Ord. No. 89-43; 9-26-1994 by Ord. No. 94-45]

- A. Intent and purpose. This section of this Code sets forth regulations regarding the low- and moderate-income housing units in the township, consistent with the provisions known as the "Substantive Rules of the New Jersey Council on Affordable Housing for the period beginning June 6, 1994," N.J.A.C. 5:93-1.1 et seq., pursuant to the Fair Housing Act of 1985¹⁰¹ and the township's constitutional obligation to provide a fair share of affordable housing for moderate and low-income households. These regulations are also intended to provide assurances that low- and moderate-income units (the affordable units) are created with controls on affordability over time and that low- and moderate-income people occupy these units. These regulations shall apply except where inconsistent with applicable law.
 [Amended 1-9-1995 by Ord. No. 94-63]

¹⁰¹ Editor's Note: See N.J.S.A. 52:27D-301 et seq.

§ 200-237

LAND USE

§ 200-237

- B. Proportion of low-income units for sale, rental and by number of bedrooms. Except for inclusionary developments constructed pursuant to low-income tax credit regulations:
- (1) At least $\frac{1}{2}$ of the for sale affordable units shall be affordable to low-income households unless otherwise provided for herein.
 - (2) At least $\frac{1}{2}$ of the rental affordable units shall be affordable to low-income households unless otherwise provided for herein.
 - (3) At least $\frac{1}{3}$ of the affordable units in each bedroom distribution shall be affordable to low-income households.
- C. Distribution of affordable housing units by bedroom size.
- (1) Inclusionary developments which are not restricted to senior citizens shall be structured in conjunction with realistic market demands so that:
 - (a) The combination of efficiency and one-bedroom units is at least 10% and no greater than 20% of the total number of affordable units.
 - (b) At least 30% of all affordable units shall be two-bedroom units.
 - (c) At least 20% of all affordable units shall be three-bedroom units.
 - (2) Inclusionary developments that are restricted to senior citizens shall at a minimum have a total number of bedrooms equal to the number of senior citizen affordable units within the inclusionary development.
- D. Relationship between household size and number of bedrooms in determining affordability. In conjunction with realistic market information, the following shall be used to determine maximum rents and sales prices of the affordable units:
- (1) Efficiency units shall be affordable to one-person households.
 - (2) Of the one-bedroom units, $\frac{1}{2}$ shall be affordable to one-person households and the other half shall be affordable to two-person households.
 - (3) Of the two-bedroom units, $\frac{1}{2}$ shall be affordable to two-person households and the other half shall be affordable to three-person households.
 - (4) Of the three-bedroom units, $\frac{1}{2}$ shall be affordable to four-person households and the other half shall be affordable to five-person households.
- E. Establishing median income by household size. Median income by household size shall be established using a regional weighted average of the uncapped Section 8 income limits published by the Department of Housing and Urban Development (HUD), computed as set forth in N.J.A.C. 5:93-7.4(b).
- F. Establishing rents and sales prices of affordable units.
- (1) The maximum average rent and price of affordable units within each inclusionary development shall be affordable to households earning 57.5% of the median income. Moderate income sales units shall be available for at least three different prices and low-income sales units shall be available for at least two different prices.

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§ 200-237

- (2) For each bedroom distribution, the developer and/or municipal sponsor may establish one rent for a low-income unit and one rent for a moderate income unit.
 - (3) Low- and moderate-income units shall utilize the same heating source as market units within the inclusionary development.
 - (4) The initial price of a low- and moderate-income owner-occupied single family housing unit shall be established so that after a down payment of 5%, the total of the items listed as expenses in N.J.A.C. 5:93-7.4(e) does not exceed 28% of the household's eligible gross monthly income.
- G. Affordable housing units: condominium or homeowners' association fees. The master deeds of inclusionary developments shall regulate condominium or homeowners' association fees or special assessments of low- and moderate-income purchasers at a specific percentage of those paid by market purchasers. The percentage that shall be paid by low- and moderate-income purchasers shall be at least 1/3 of the condominium or homeowners' association fees paid by market purchasers. The specific percentage shall be set by the West Windsor Planning Board at the time of preliminary approval and shall take into consideration, at a minimum, the square footage of the low- and moderate-income units in relation to the market units and private outdoor space compared to the market units. Once the percentage is determined by the Planning Board, the master deed shall contain the agreed upon percentage, and this percentage shall not be amended without prior approval of the Council on Affordable Housing. Developments that contain 100% low- and moderate-income units shall have condominium or homeowners' association fees that are self-supporting and sustaining.
- H. Establishing gross rents. Gross rents, including an allowance for utilities, shall be established for the various size affordable units at a rate not to exceed 30% of the gross monthly income of the appropriate household size as set forth in Subsection D above. The allowance for utilities shall be consistent with the utility allowance approved by HUD for use in New Jersey.
- I. Rental units: income recertification. The income of the occupants of the affordable units shall be subject to biannual recertification of incomes.
- (1) Schedule of surcharges for household income in excess of moderate income limits
 - (a) The following schedule of surcharges shall apply to those tenants having a household income in excess of the applicable moderate income limits as set forth by the Council on Affordable Housing:

Household Income	Surcharge
Between 0% and 25% over maximum	No surcharge
25% to 30% over maximum	5% of market rent for a comparable-sized unit
31% to 35% over maximum	10% of market rent for a comparable-sized unit

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LAND USE

§ 200-237

Household Income

Surcharge

36% to 40% over maximum

15% of market rent for a comparable-sized unit

41% to 45% over maximum

20% of market rent for a comparable-sized unit

46% to 50% over maximum

25% of market rent for a comparable-sized unit

51% and up over maximum

30% of market rent for a comparable-sized unit

(b) All surcharge amounts shall be transmitted by the owner of the rental unit to the Township of West Windsor.

(2) Schedule of surcharges for household income in excess of low-income level.

(a) In the event that a resident of a low-income unit, upon recertification, has income in excess of the applicable low-income level, the following surcharges shall apply:

Household Income

Surcharge

Between 0% and 4% over the low-income limit

No surcharge

5% to 9% over the low-income limit

5% of the moderate rental rate for a similarly sized unit

10% to 15% over the low limit

10% of the moderate income for a similarly sized unit

More than 16% over the low income limit

Prevailing rental rate for moderate unit

(b) Surcharge amounts upon residents of low-income units shall be retained by the owner of the rental unit.

J. Reservation of units.

(1) Low-income housing units shall be reserved for households with a gross household income less than or equal to 50% of the median income approved by the Council on Affordable Housing.

(2) Moderate income housing units shall be reserved for households with a gross household income less than 80% of the median income approved by the Council on Affordable Housing.

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K. Reoccupancy certificates. Except as provided in N.J.A.C. 5:93-9.3(d) upon a resale of an affordable unit, a certificate of reoccupancy shall be required in accordance with N.J.A.C. 5:93-9.3(a).

L. Phasing of construction. The low- and moderate-income units within each inclusionary development shall be built in accordance with the following schedule:

Minimum Percentage of Affordable Housing Units Completed	Percentage of Market Housing Units Completed
0	25
50	25 + one unit
75	50
100	75
	90

M. Distribution and locational criteria.

- (1) In planned residential developments to the extent reasonably attainable, the low- and moderate-income units, when compared to the market units, shall be situated so as not to be in undesirable locations and shall be accessible to the common open space, public facilities or shopping facilities (if provided).
- (2) The affordable units shall be reasonably dispersed throughout the development subject to the approval of the Planning Board.

N. Development fees. See Part 3, Subdivision and Site Plan Procedures, § 200-69 et seq., of this chapter.

O. Authority having responsibility for controls on affordability. The township has contracted with the Affordable Housing Management Service (AHMS) of the New Jersey Department of Community Affairs to administer and implement:

- (1) An affirmative marketing plan and program as per N.J.A.C. 5:93-11.2.
- (2) A plan for certifying and verifying the income qualification of low- and moderate-income households as per N.J.A.C. 5:93-9.1.
- (3) Procedures to assure that low- and moderate-income units are initially sold or rented to eligible households and are thereafter similarly resold and re-rented during the period while there are affordability controls as per N.J.A.C. 5:3-9.16.
- (4) The requirement that all newly constructed low- and moderate-income sales units contain deed restrictions with a mortgage lien in the form adopted by the Council on Affordable Housing as set forth in Appendix E to Chapter 93 of Title 5 of N.J.A.C.
- (5) Enforcement of the terms of the deed restrictions and mortgage lien as per N.J.A.C. 5:93-9.3.
- (6) The several sales/purchase options authorized under N.J.A.C. 5:93-9.4 through N.J.A.C. 5:93-9.10, except that the township retains the right to determine by

§ 200-237

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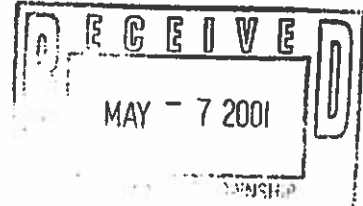
§ 200-238

resolution whether or not to prohibit as authorized under N.J.A.C. 5:93-9.9 the exercise of the repayment option.

- (7) Regulations determining whether installed capital improvements will authorize an increase in the maximum sales price and which items of property may be included in the sales price as per N.J.A.C. 5:93-9.9.
- P. Time period of controls.
- (1) Newly constructed low- and moderate-income rental units shall remain affordable to low- and moderate-income households for a period of 30 years. The period of affordability controls for rental units may be extended beyond the thirty-year period by the Planning Board.
 - (2) Newly constructed low- and moderate-income for sale units shall remain affordable to low- and moderate-income households for a period of 30 years.
- Q. Residency preference. For newly constructed units, there shall be an occupancy preference for low- and moderate-income households who reside or work in the counties of Mercer, Monmouth and Ocean or who are employed by the West Windsor - Plainsboro Regional School District.
- R. Family and senior citizen housing. Unless otherwise provided in this Part 4, no low- or moderate-income unit shall be age-restricted unless the Planning Board permits units to be reserved for senior citizens based on the need therefor, the township's housing stock, the location of the project, the nature of the market units and other appropriate factors.

Appendix E:
Meadow Lane Apartments Recorded Affordable Housing
Agreement

Mercer County Clerk's Office



Return To:

MILLER PORTER & MULLER ESQS
ONE PALMER SQUARE
SUITE 540
PRINCETON NJ 08542

WEST WINDSOR DEVELOPERS

WEST WINDSOR TWP

Index DEEDS

Book 04019 Page 0001

No. Pages 0034

Instrument MISC DEEDS

Date : 3/26/2001

Time : 5:39:08

Control # 200103260295

INST# RD 2001 010104

Employee ID SUSANJ

RECORDING	\$	79.00
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	\$.00
	\$.00
	\$.00
	\$.00
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	\$.00

Total: \$ 79.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

*****PLEASE NOTE*****
* DO NOT REMOVE THIS COVER SHEET - *
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Catherine DiCostanzo
Mercer County Clerk



0040190001

004019 0001

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Record +
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Miller, Porter & Muller, P.C.
One Palmer Square Suite 540
Princeton, NJ 08542


State Of New Jersey

Council On Affordable Housing

NEW JERSEY DEPARTMENT OF
COMMUNITY AFFAIRS

AFFORDABLE HOUSING AGREEMENT
RENTAL PROPERTIES
(NEW CONSTRUCTION UNITS)

Prepared by:



Gary S. Forshner, Esq.

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This AGREEMENT is entered into on this 20th day of February, 2000 between West Windsor Developers, LLC, owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and The Township of West Windsor, hereafter "MUNICIPALITY", both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit(s) described as Standard Rehabilitation Unit in Section II PROPERTY DESCRIPTION for a period of thirty (30) years beginning on the date described in Article III, Paragraph A and ending a minimum of thirty (30) years thereafter when an Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant.

WHEREAS, pursuant to the Fair Housing Act, (P.L. 1985 c.222) hereinafter the "Act," the housing unit (units) described in Section II PROPERTY DESCRIPTION and/or an attached EXHIBIT A of this Agreement has (have) been designated as low and moderate income rental housing as defined by the Act; and

WHEREAS, municipalities within the State of New Jersey are required by the Act, to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of: thirty (30) years; and

EXHIBIT A

AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement also applies to portions of the owner's interest in the real properties as further described below:

PROPERTY DESCRIPTION

Block	<u>8</u>	Lot	10.02	Municipality	<u>West Windsor Township</u>
County	<u>Mercer</u>	# of Units	<u>35</u>		
Complete Street Address & Unit #	<u>465 Meadow Road</u>				
City:	Princeton	State:	New Jersey	Zip	08540

The units which are subject to this Agreement are shown on Exhibit A-1, annexed hereto and incorporated herein by reference.

EXHIBIT A-1

Map of Units Subject to this Agreement

STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING
NEW JERSEY DEPARTMENT OF
COMMUNITY AFFAIRS

Prepared by: _____
Gary S. Forshner, Esq.

DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW AND MODERATE INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT shall run with the land and is granted by West Windsor Developers, LLC their successors and assigns (referred to as the "Owner") to West Windsor Township (referred to as the "Authority") its successors and assigns and to income eligible members of the public as defined below. As conditioned below this Deed of Easement and Restrictive Covenant restricts occupancy of the described premises to income eligible occupants and controls the rent for a specified period of time. This Deed of Easement and Restrictive Covenant is made in satisfaction of the requirements of the Fair Housing Act, N.J.S.A.52:27D-301 et seq., as amended ("the Act").

WHEREAS, pursuant to the Act, the housing unit (units) located on the property as further described on the attached EXHIBIT A of this Agreement (the "Property") has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, in conjunction with the recording of this Deed of Easement and Restrictive Covenant, an Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions is being recorded in the Recorder's or County Clerk's Office of the County of Mercer in the State of New Jersey the purpose of this Agreement to ensure that the described rental units (unit) remain(s) affordable to low and moderate income eligible households for that period of time described herein and in the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the rental unit that the rental unit is encumbered within the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls as contained in the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions between the Owner and the

Authority; and by entering into this agreement, the Owner of the described premises agrees to restrict the rental of the housing units(s) to low and moderate income eligible households at a maximum adjusted rent as set forth in the Affordable housing Agreement, Declaration of Covenants, Conditions and Restrictions for the specified period of time.

This Deed of Easement and Restrictive Covenant is binding on all successors in interest to the Building and Project (or applicable portion of the Project) and shall run with the land until the end of the Affordability Control Period which is defined in the Affordable Housing Agreement as a period for thirty (30) years beginning on _____, and ending on _____, 20____, when an Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant.

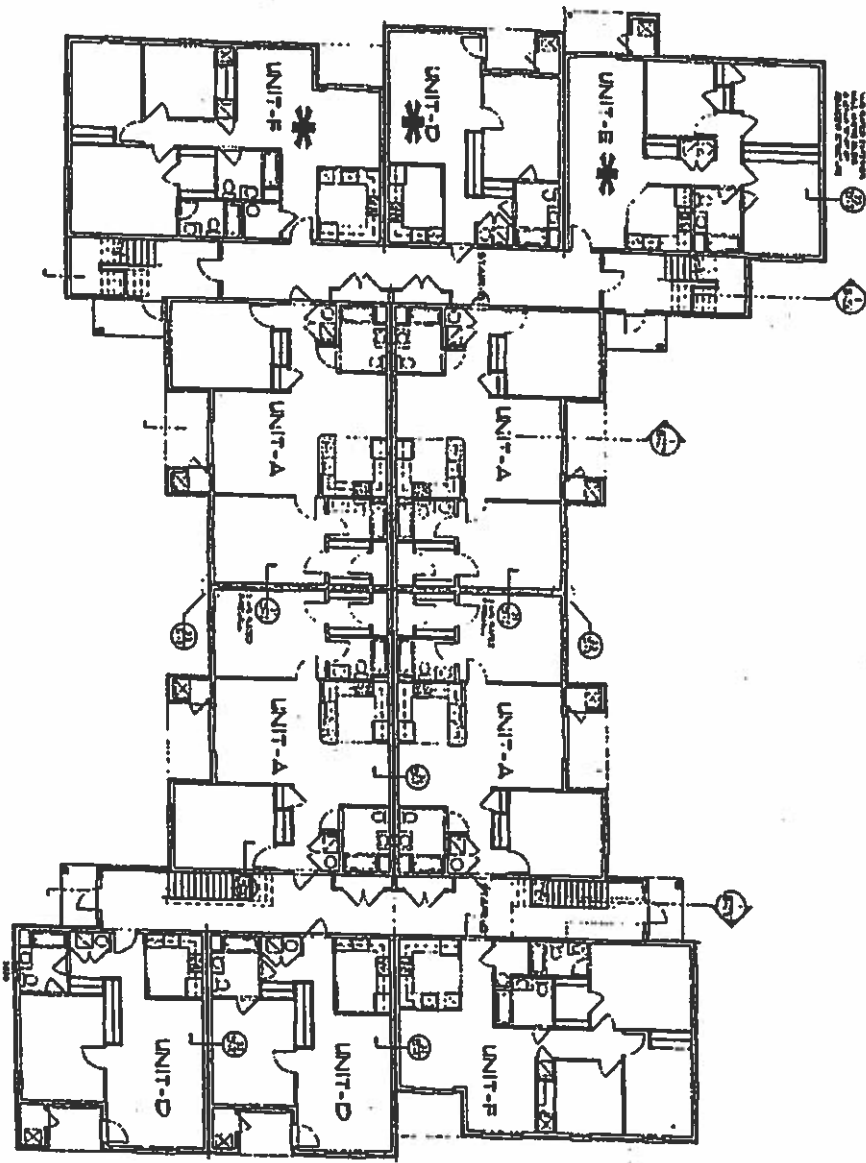
This Deed of Easement and Restrictive Covenant is given in satisfaction of the requirements of the Act and the terms of this Deed of Easement and Restrictive Covenant, including those set forth in the recitals, shall be interpreted, conditioned and supplemented in accordance with regulations promulgated thereunder, all of which are incorporated hereby by reference, whether or not such provisions of the Act or regulations are expressed or referenced herein. In the event of a conflict between the terms of this Deed of Easement and Restrictive Covenant and the Act or regulations, the Act or the regulations shall govern.

The Owner's right, title and interest in the Property and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS between the Owner and the Authority dated _____, 2000 which was filed in the Office of the Clerk of Mercer County in conjunction with this Deed of Easement and Restrictive Covenant. The Owner acknowledges that all of the terms, conditions, restrictions, limitations and provisions set forth in said AFFORDABLE HOUSING AGREEMENT, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS between the Owner and the Authority are incorporated herein in their entirety. Reference is made to that documentation for the definitions of various terms incorporated in this Deed of Easement and Restrictive Covenant.

This Deed of Easement and Restrictive Covenant shall constitute an agreement between the Authority and the Owner and is enforceable in the courts of the State of New Jersey by the Authority, its successors or assigns, or by an individual or individuals whether prospective, present or former occupants of the Project said individual(s) being beneficiaries of the agreement which is expressed herein between the Authority and the Owner.

This Deed of Easement and Restrictive Covenant and the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions may be amended with the prior written approval of the Authority to reflect changes in the Act and the regulations thereunder. No amendment to this Deed of Easement and Restrictive Covenant may be made without the prior written approval of the Authority. The Owner hereby expressly agrees to

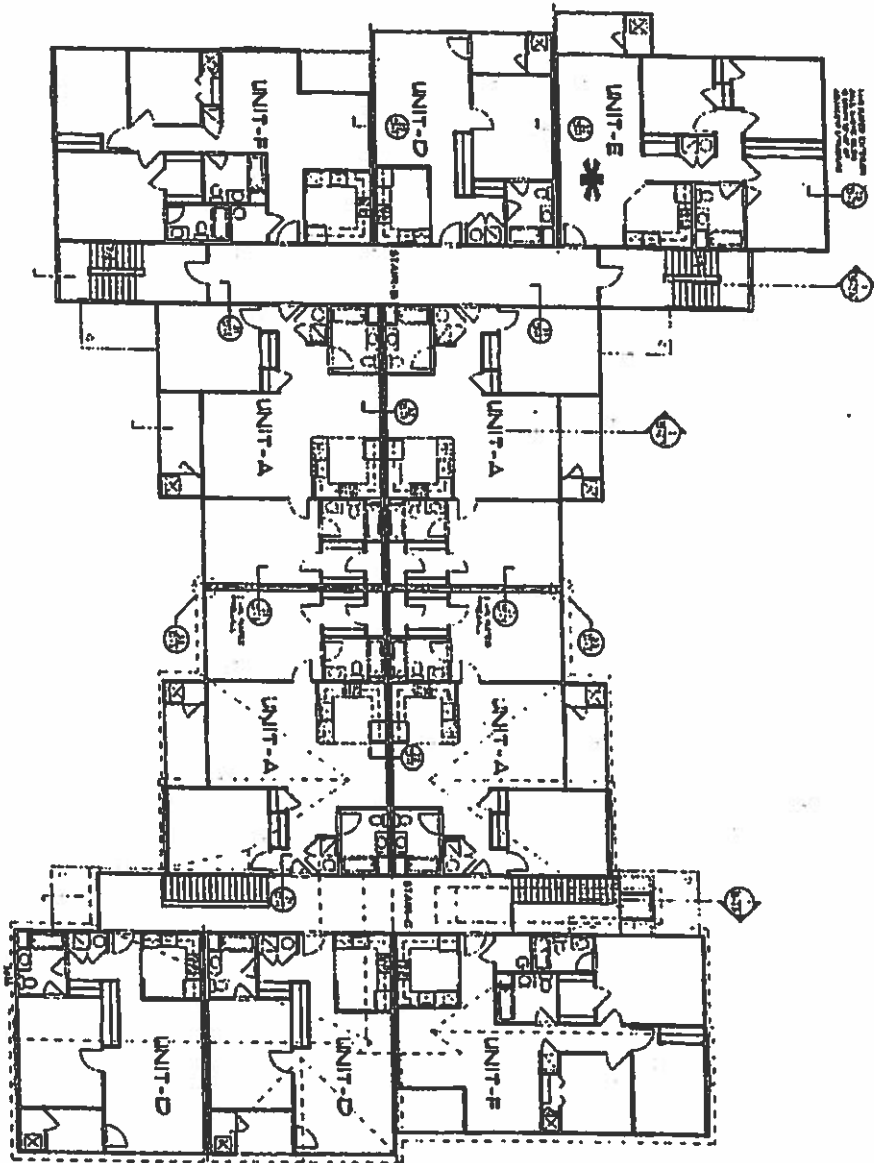
BUILDING 1: 1ST FLOOR



V 401929009

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<p>PROJECT NUMBER: B-2.1</p>	<p>DATE: 11/21/11 G.J. OLSON ARCHITECTS, INC. Architect/In Charge</p>	<p>G. J. Olson Architects, Incorporated Architecture • Planning • Interiors 2115 Spruce Street, Philadelphia, PA 19103 Phone: 215-732-8218 Fax: 215-732-8710 http://www.gjolson.com</p>	<p>PROJECT NO. 111A / B1 FIRST FLOOR PLAN - 25 UNIT NORTH BUILDING</p>	<p>MEADOWLANE APARTMENTS Garden Commercial Properties 820 Morris Turnpike Short Hills, New Jersey 07078</p>	<p>SCALE: AS SHOWN DATE: 11/21/11 BY: [Signature]</p>
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BUILDING 1: 2ND FLOOR

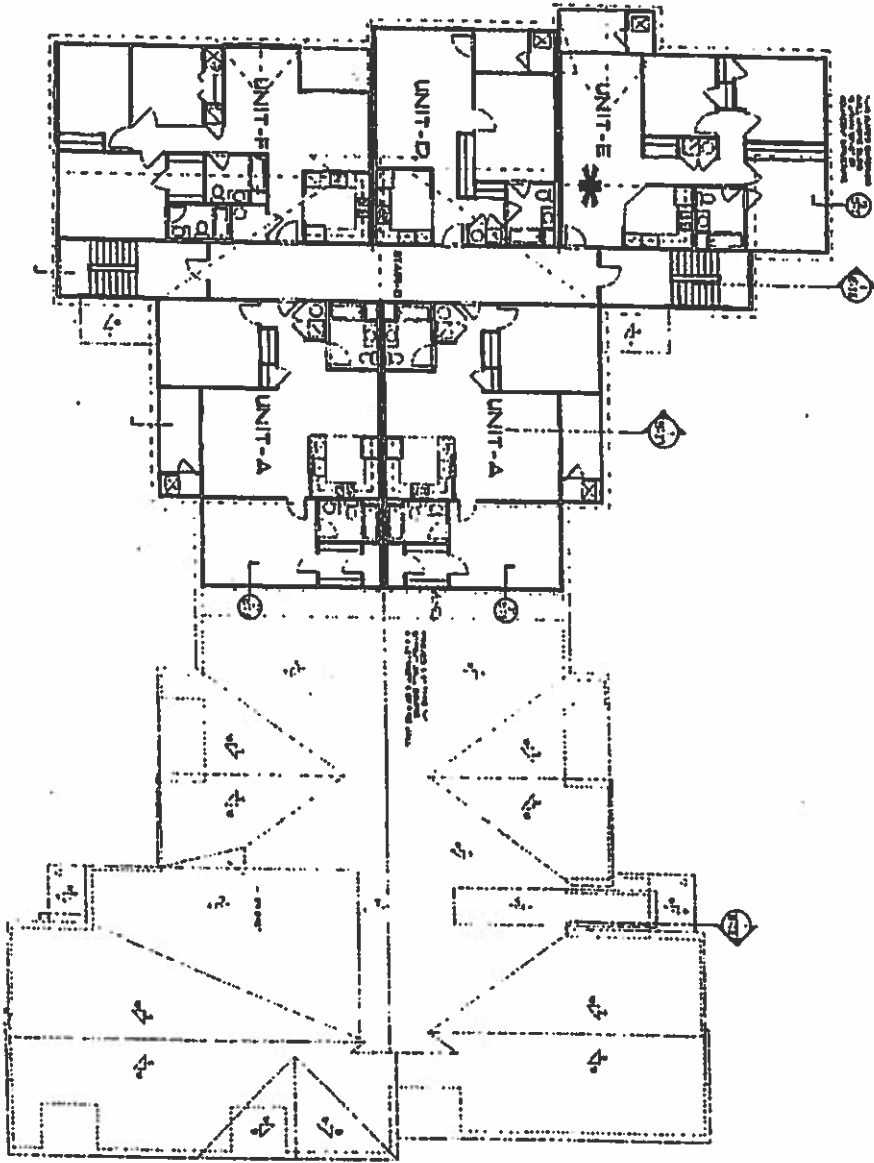
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EXHIBIT A-1 (page 3 of 17 pages)

<p>PROJECT NUMBER: B-22</p>	<p>200 NUMBER: 11431 Architectural Address</p>	<p>G.J. Olson Architects, Incorporated Architecture • Planning • Interiors 8115 Spruce Street, Philadelphia, PA 19103 Phone: 215-732-8210 Fax: 215-732-8710 http://www.gjolson.com</p>	<p>DATE: 08/08 DRAWING NUMBER: 3008</p>	<p>SECOND FLOOR PLAN - 25 UNIT NORTH BUILDING 9 (A & B) MEADOWLANE APARTMENTS Garden Commercial Properties 820 Morris Turnpike Short Hills New Jersey 07078</p>	<p>SCALE: 1/8" = 1'-0" DATE: 08/08 DRAWN BY: J.L. CHECKED BY: J.L.</p>
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BUILDING 1: 3RD FLOOR



V4019 P 010

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EXHIBIT A-1 (page 4 of 17 pages)

B-2.3

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11/14/01

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 Architecture • Planning • Interiors
 2115 Spruce Street, Philadelphia, PA 19106
 Phone: 215-732-8210 Fax: 215-732-8710
<http://www.gjolson.com>

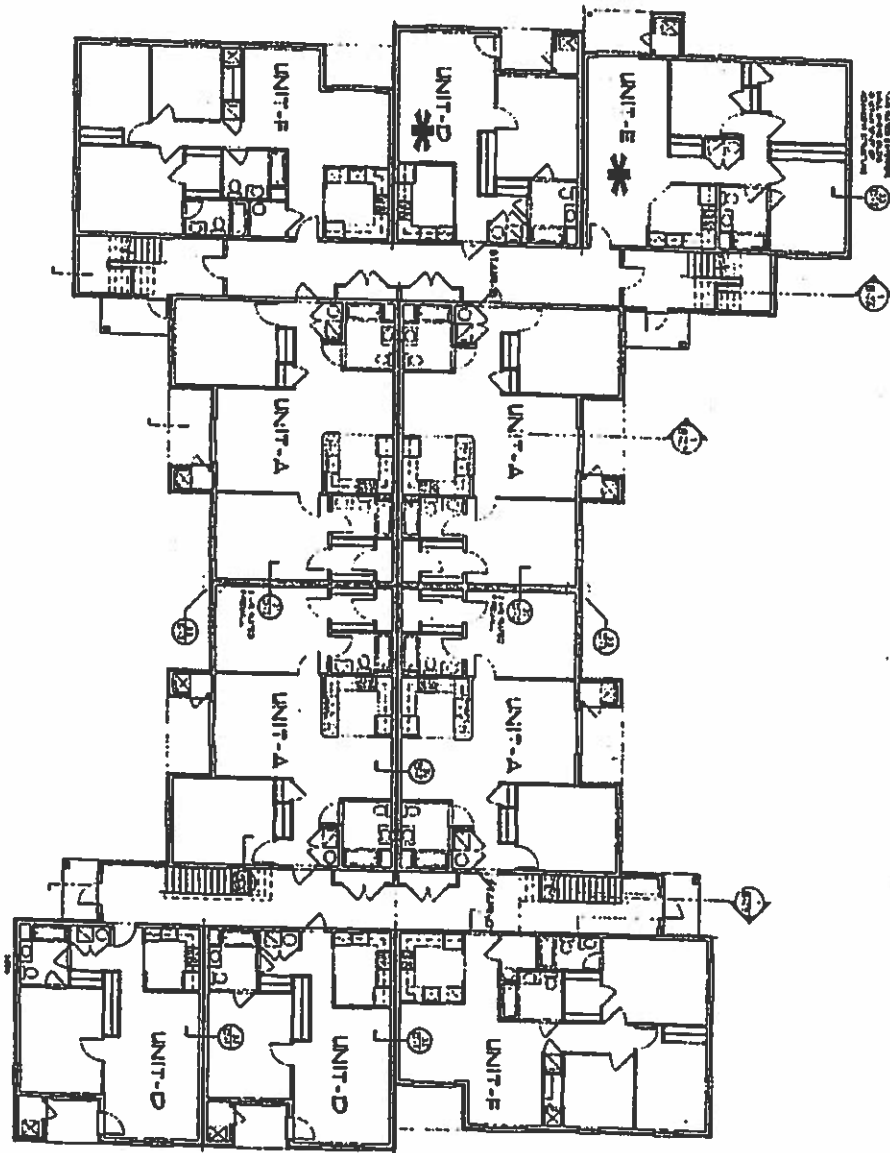
PGC

THIRD FLOOR PLAN - 25 UNIT NORTH BUILDING 1 (A & B)
MEADOWLANE APARTMENTS
 Garden Commercial Properties
 820 Morris Turnpike
 Short Hills, New Jersey 07078

DATE: 11/14/01
 DRAWN BY: J.L.
 CHECKED BY: C.L.A.

APPROVED BY: [Signature]
 DATE: 11/14/01
 SCALE: AS SHOWN
 SHEET: B-2.3
 TOTAL SHEETS: 17

BUILDING 2: 1ST FLOOR



V401929011

EXHIBIT A-1 (page 5 of 17 pages)

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<p>DATE: 11/11/00</p> <p>PROJECT: MEADOWLANE APARTMENTS</p>	<p>PROJECT NO: 11411</p> <p>DATE: 11/11/00</p>	<p>PROJECT NO: 11411</p> <p>DATE: 11/11/00</p>	<p>PROJECT NO: 11411</p> <p>DATE: 11/11/00</p>	<p>PROJECT NO: 11411</p> <p>DATE: 11/11/00</p>	<p>PROJECT NO: 11411</p> <p>DATE: 11/11/00</p>
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G.J. Olson Architects, Incorporated
 Architecture · Planning · Interiors
 2115 Spruce Street, Philadelphia, PA 19103
 Phone: 215-733-8210 Fax: 215-733-8710
<http://www.gjolson.com>

FIRST FLOOR PLAN - 25 UNIT NORTH BUILDING * (1A + B)

MEADOWLANE APARTMENTS
 Garden Commercial Properties
 820 Morris Turnpike
 Short Hills, New Jersey 07078

DATE: 11/11/00
 DRAWN BY: J.L.A.
 CHECKED BY: J.L.A.

PROJECT NO: 11411
 DATE: 11/11/00

PROJECT NO: 11411
 DATE: 11/11/00

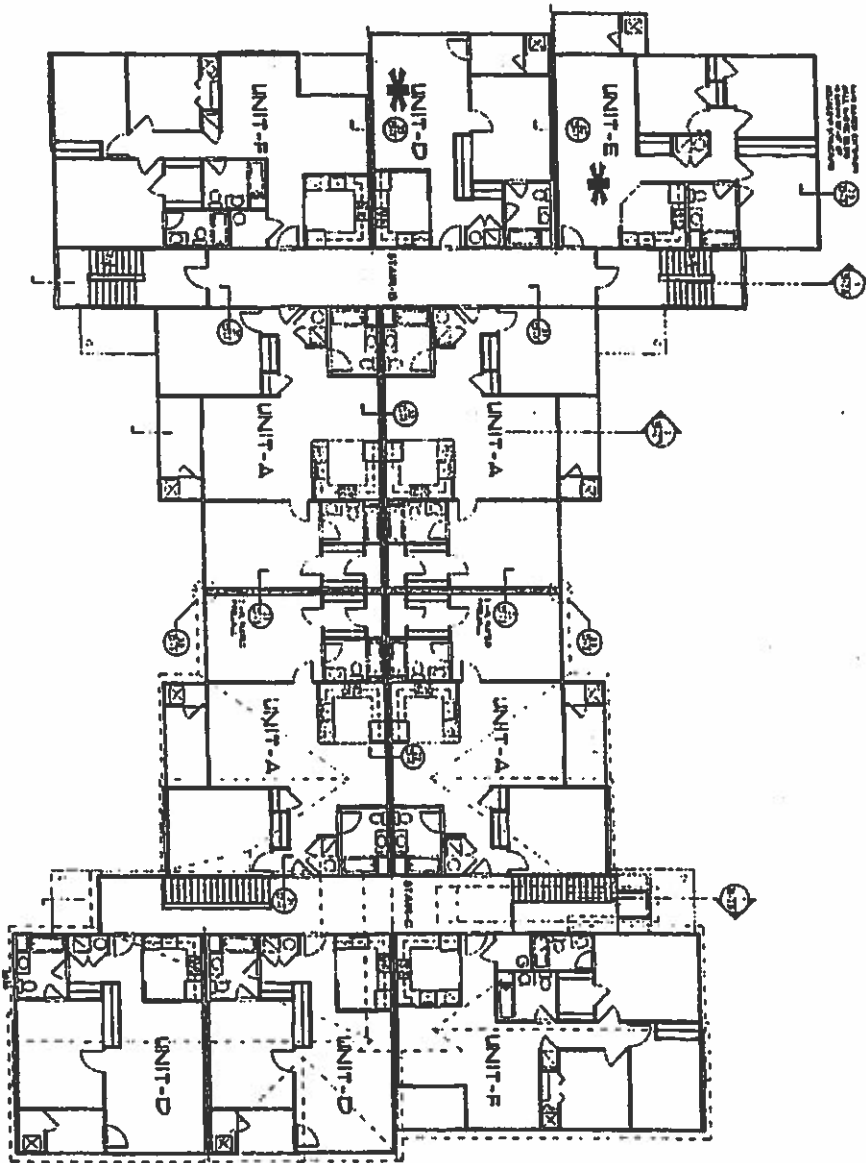
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PROJECT NO: 11411
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B-2.1

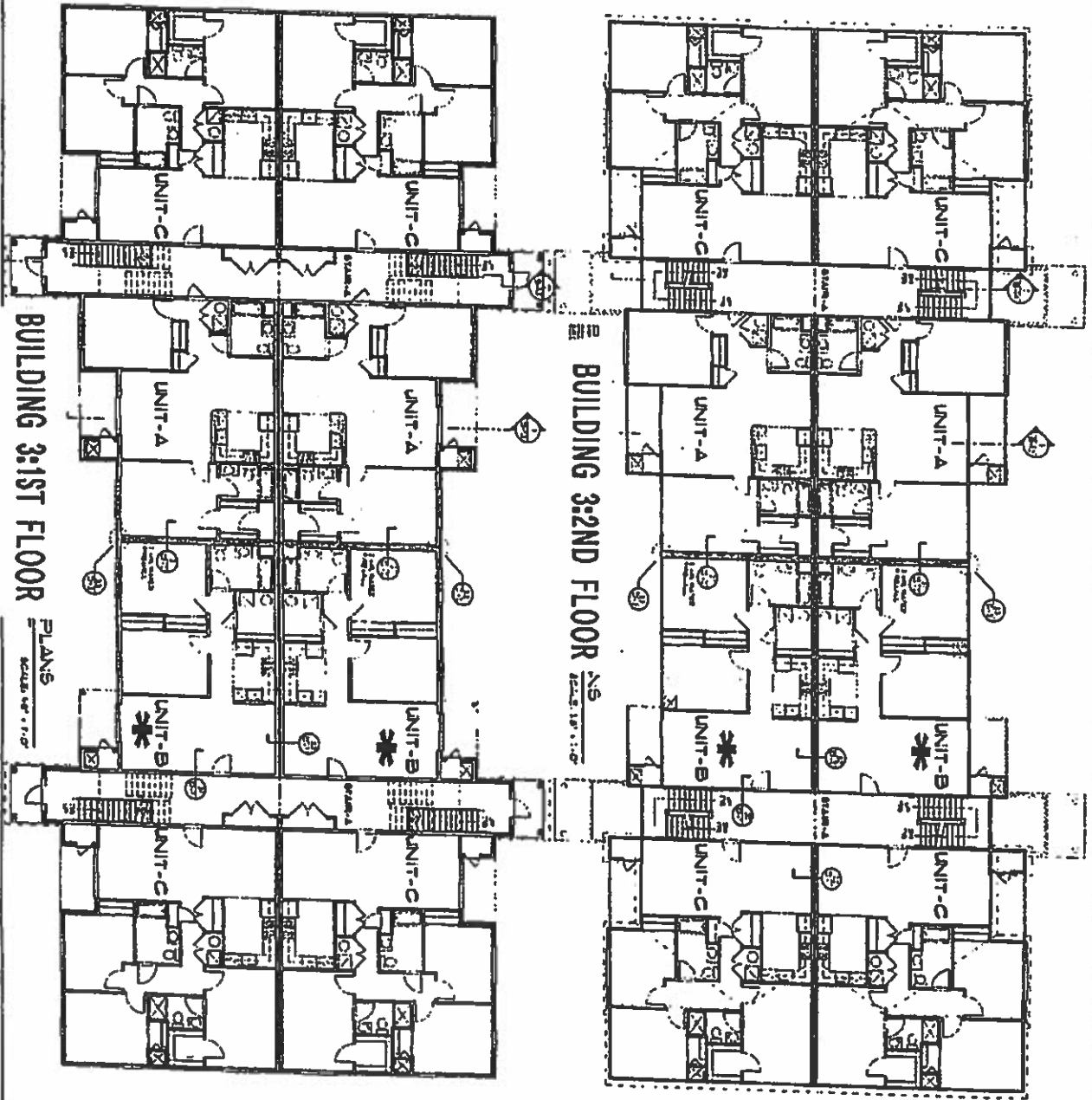


BUILDING 2: 2ND FLOOR

EXHIBIT A-1 (page 6 of 17 pages)

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<p>G.J. Olson Architects, Incorporated Architecture · Planning · Interiors 2115 Spruce Street, Philadelphia, PA 19103 Phone: 215-732-8210 Fax: 215-732-8710 http://www.gjolson.com</p>	<p>SECOND FLOOR PLAN - 75 UNIT NORTH BUILDING 1 (A 1 B)</p> <p>MEADOWLANE APARTMENTS Garden Commercial Properties 820 Morris Turnpike Short Hills, New Jersey 07078</p>	<p>DATE: 08/11/08 DRAWN BY: JLT CHECKED BY: CJA</p>	<p>PROJECT: 08-001 SHEET: 08-001-02 SCALE: AS SHOWN DATE: 08/11/08</p>
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SHEET NUMBER B-11	ARCHITECT G. J. Olson Architects, Incorporated Architecture • Planning • Interiors 2115 Spruce Street, Philadelphia, PA 19103 Phone: 215-732-8210 Fax: 215-732-8710	PROJECT NUMBER 01	FIRST & SECOND FLOOR PLANS - 28 UNIT BUILDINGS 2 & 3 MEADOWLANE APARTMENTS Garden Commercial Properties 820 Morris Turnpike	SCALE 1/8" = 1'-0"	DATE 11/11/88	DRAWN BY J. L. ...	CHECKED BY G. J. ...
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BUILDING 3: 3RD FLOOR

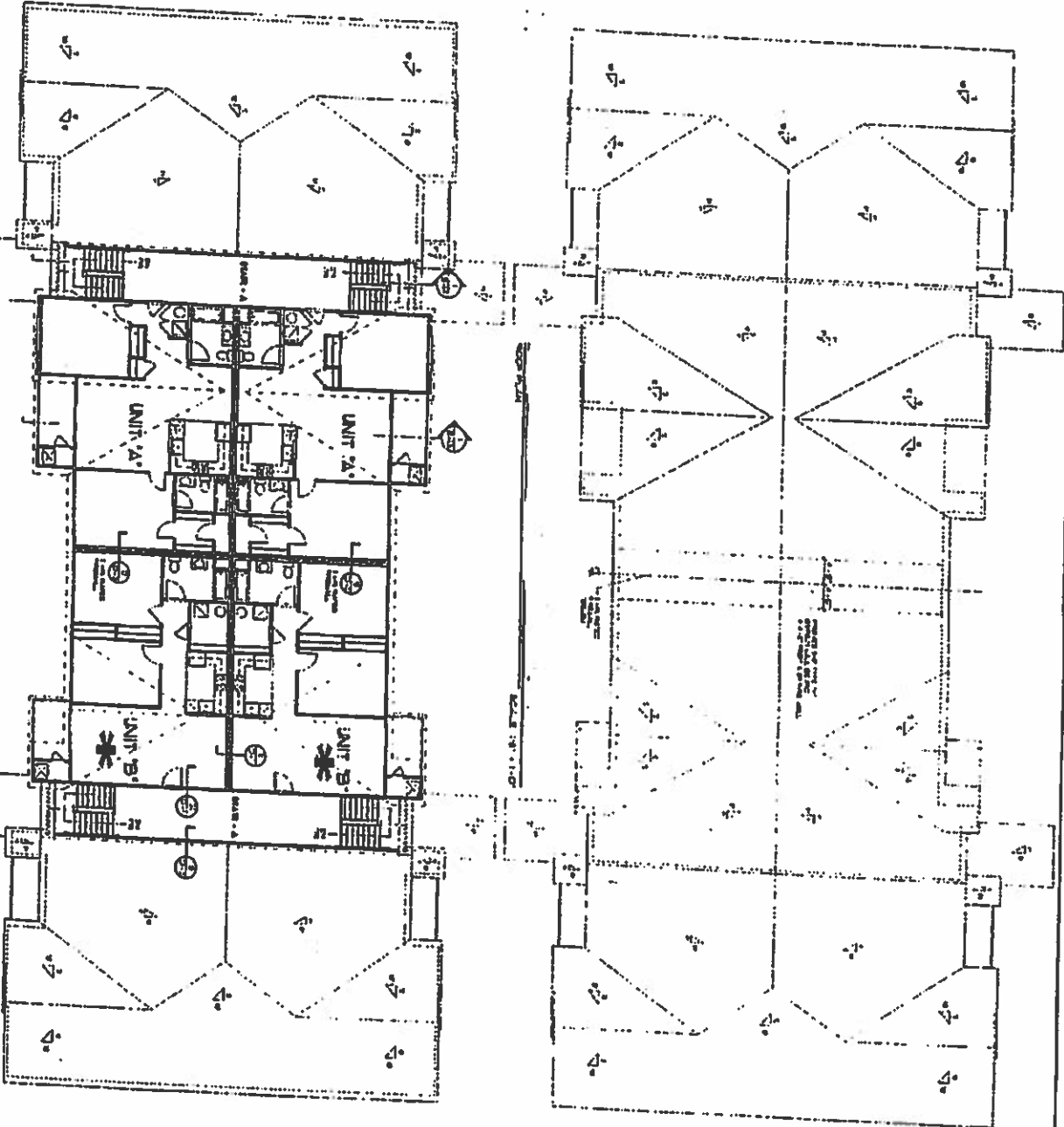
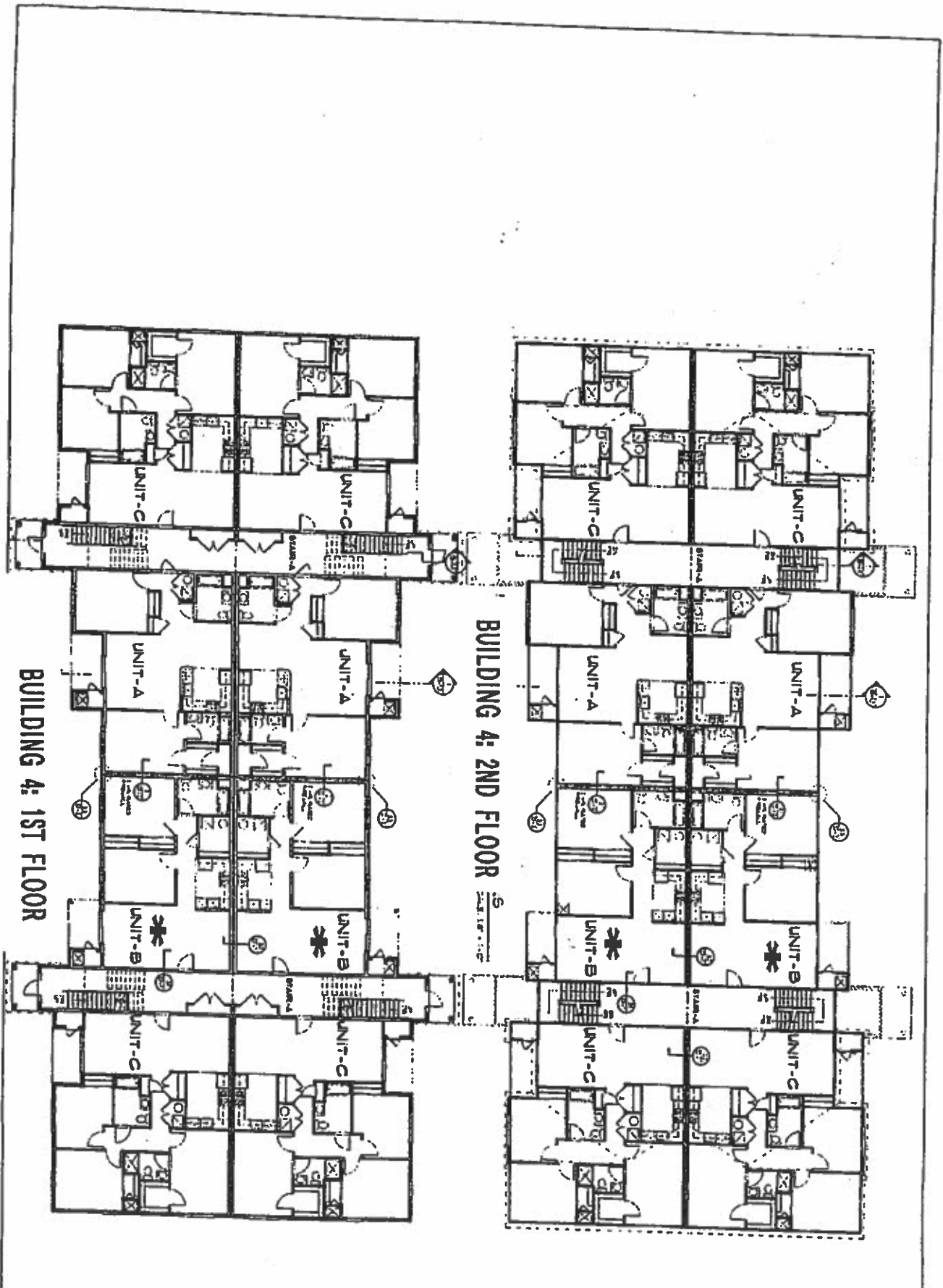


EXHIBIT A-1 (page 9 of 17 pages)

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<p>B-12</p> <p>SCALE: AS SHOWN</p>	<p>DATE: 11/11/03</p> <p>BY: G. J. OLSON</p>	<p>G. J. Olson Architects, Incorporated Architecture · Planning · Interiors 2115 Spruce Street, Philadelphia, PA 19103 Phone: 215-732-8210 Fax: 215-732-8716</p>	<p>BUILDING PLAN - 20 UNIT BUILDINGS - 213</p> <p>MEADOWLANE APARTMENTS Garden Commercial Properties 820 Morris Turnpike Short Hills, New Jersey 07078</p>	<p>PROJECT: GARDEN COMMERCIAL PROPERTIES DRAWING NO.: 213-01 SHEET NO.: 12 DATE: 11/11/03</p>
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BUILDING 4: 1ST FLOOR

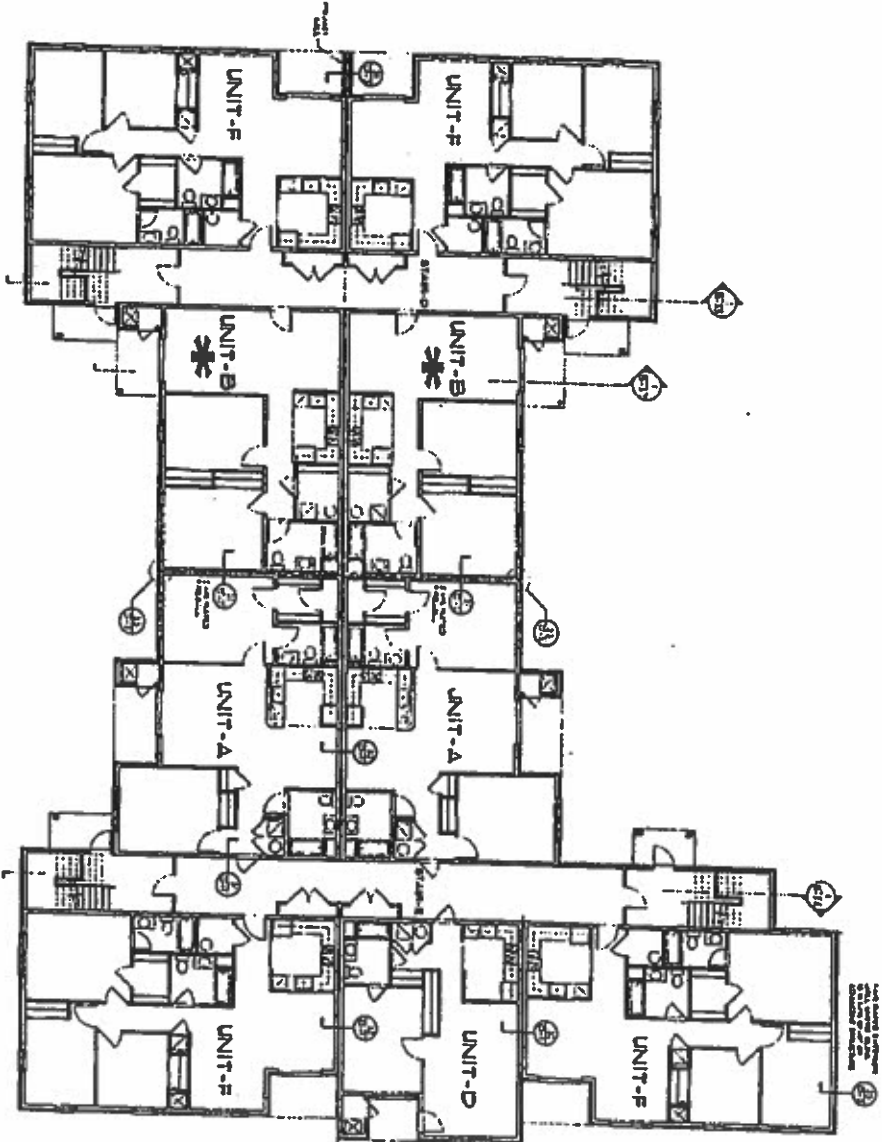
BUILDING 4: 2ND FLOOR

EXHIBIT A-1 (page 10 of 17 pages)

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<p>SHEET NUMBER</p> <p>B-11</p>	<p>DATE: 03/14/01</p> <p>ARCHITECT: G.J. OLSON ARCHITECTS, INC.</p>	<p>G.J. Olson Architects, Incorporated Architecture-Planning-Interiors 2115 Spruce Street, Philadelphia, PA 19103 Phone: 215-732-8210 Fax: 215-732-8710 http://www.gjolson.com</p>	<p>PROJECT NUMBER</p> <p>1018</p>	<p>FIRST & SECOND FLOOR PLANS - 70 UNIT BUILDINGS 2 & 3</p> <p>MEADOWLANE APARTMENTS Garden Commercial Properties 820 Morris Turnpike Short Hills, New Jersey 07078</p>	<p>DATE: 03/14/01</p> <p>SCALE: AS SHOWN</p>	<p>DATE: 03/14/01</p> <p>SCALE: AS SHOWN</p>
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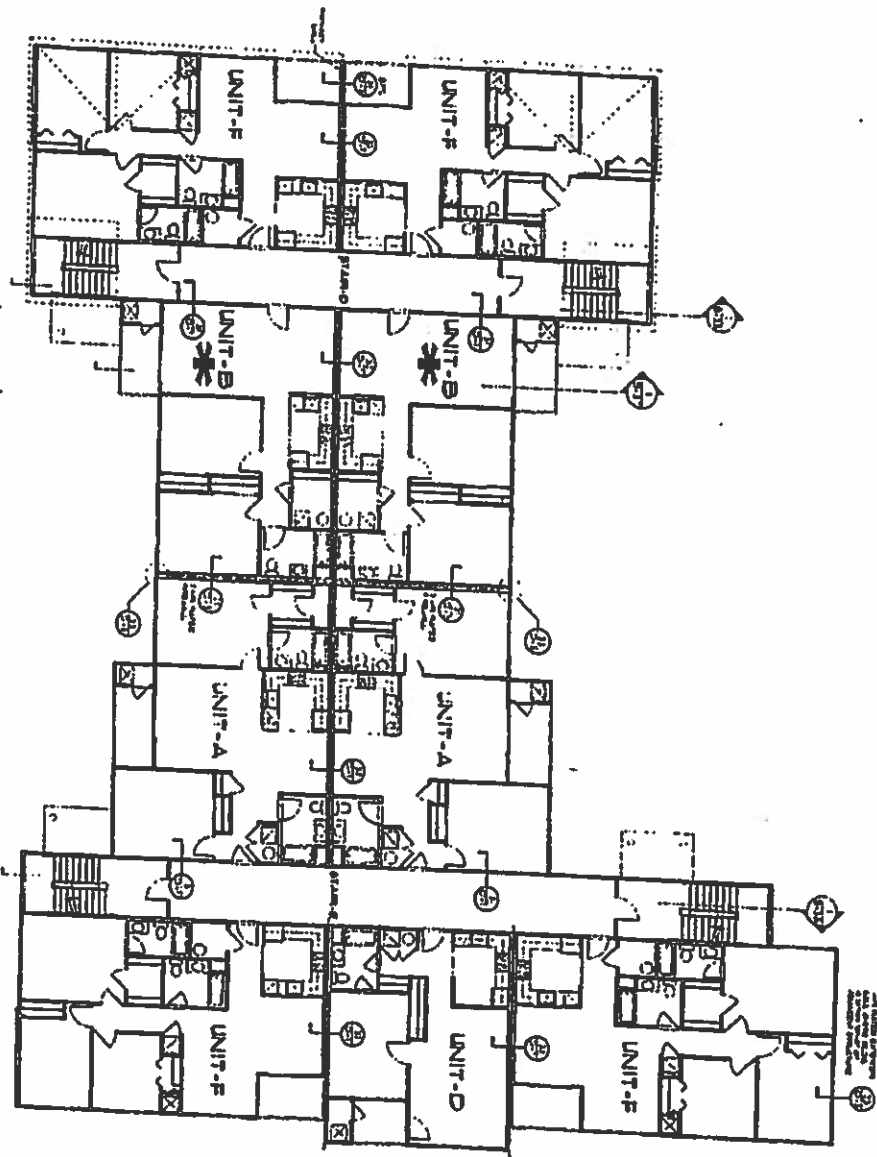
BUILDING 5: 1ST FLOOR



NOT TO SCALE
SEE EXHIBIT A-1 FOR UNIT FLOOR PLANS

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<p>B-3.1</p>	<p>DATE: 01/10/00</p>	<p>G.J. OLSON ARCHITECTS, INCORPORATED Architecture • Planning • Interiors 2115 Spruce Street, Philadelphia, PA 19103 Phone: 215-732-8210 Fax: 215-732-8710 http://www.gjolson.com</p>	<p>FIRST FLOOR PLAN - 75 UNIT SOUTH BUILDING 4 (A & B) MEADOWLANE APARTMENTS Garden Commercial Properties 820 Morris Turnpike Short Hills, New Jersey 07078</p>	<p>DATE: 01/10/00</p>	<p>PROJECT NO.: 00-0000</p>
	<p>BY: [Signature]</p>			<p>SCALE: AS SHOWN</p>	



BUILDING 5: 2ND FLOOR

EXHIBIT A-1 (page 13 of 17 pages)

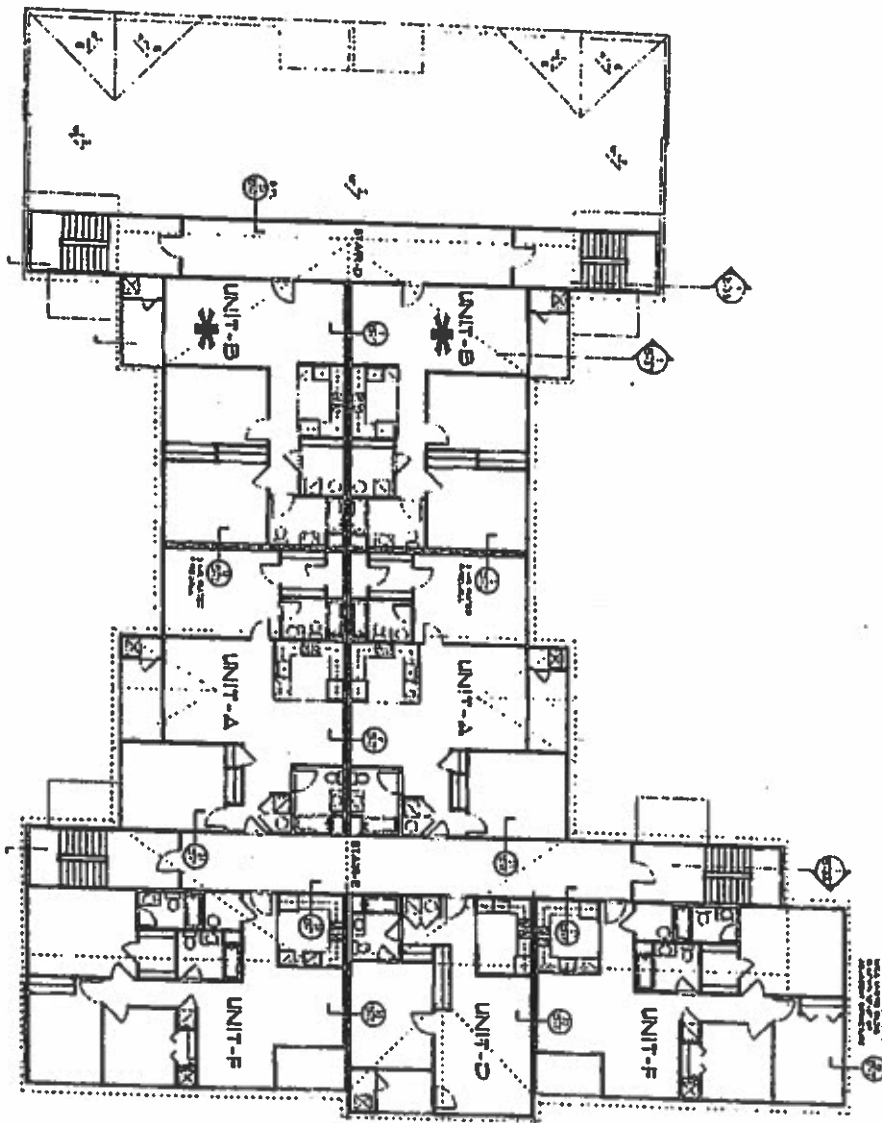
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<http://www.gjolson.com>

MEADOWLANE APARTMENTS
 Garden Commercial Properties
 820 Morris Turnpike
 Short Hills, New Jersey 07078

DATE: 07-11-08
 DRAWN BY: JLT
 CHECKED BY: CJA

PROJECT NUMBER: B-32



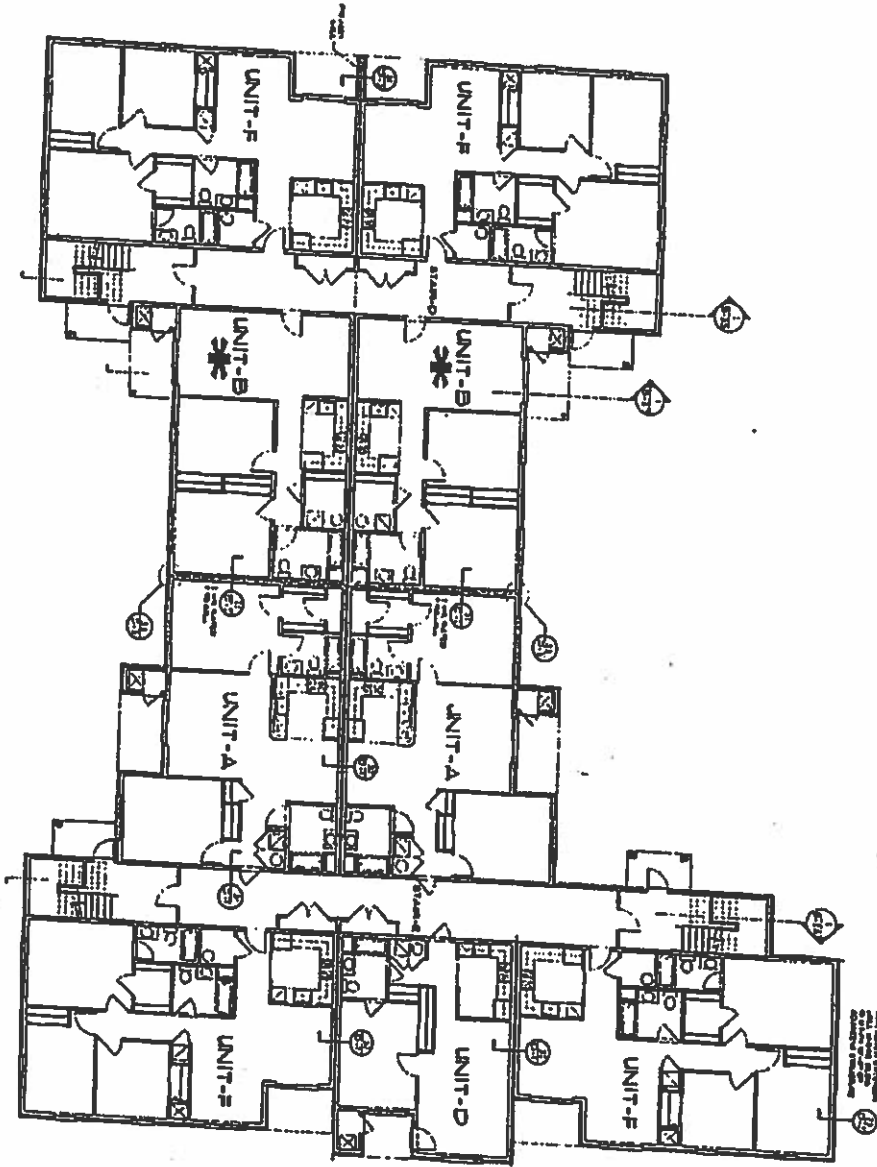
BUILDING 5: 3RD FLOOR

EXHIBIT A-1 (page 14 of 17 pages)

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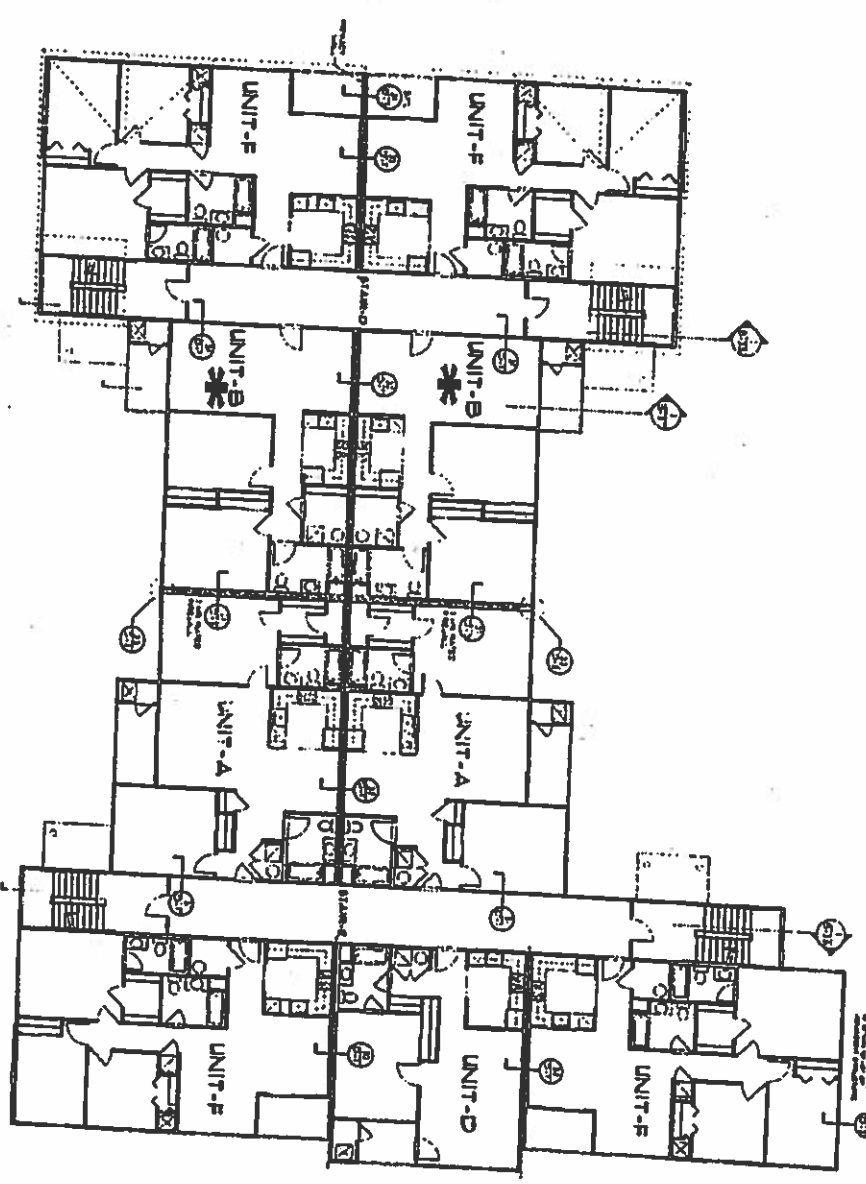
<p>DATE: 08/27/00 DRAWN BY: B-33</p>	<p>200 MARKET STREET PHILADELPHIA, PA 19106 TEL: 215-732-8210 FAX: 215-732-8710 WWW.GJOLSON.COM</p>	<p>G.J. Olson Architects, Incorporated Architecture • Planning • Interiors 2115 Spruce Street, Philadelphia, PA 19106 Phone: 215-732-8210 Fax: 215-732-8710 http://www.gjolson.com</p>	<p>20</p>	<p>THIRD FLOOR PLAN - 75 UNIT SOUTH BUILDING 4 (A + B) MEADOWLANE APARTMENTS Garden Commercial Properties 820 Morris Turnpike Short Hills, New Jersey 07078</p>	<p>SCALE: 1/8" = 1'-0"</p>	<p>APPROVED: [Signature] PROJECT: MEADOWLANE APARTMENTS SHEET: 3RD FLOOR PLAN DATE: 08/27/00</p>
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BUILDING 6: 1ST FLOOR



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<p>B-31</p>	<p>AS SHOWN: UNIT</p>	<p>G.J. Olson Architects, Incorporated Architecture · Planning · Interiors 2119 Spruce Street, Philadelphia, PA 19103 Phone: 215-732-8210 Fax: 215-732-8710 http://www.gjolson.com</p>	<p>PROJECT: MEADOWLANE APARTMENTS</p>	<p>FIRST FLOOR PLAN - 25 UNIT SOUTH BUILDING 4 (A & B) MEADOWLANE APARTMENTS Garden Commercial Properties 820 Morris Turnpike Short Hills, New Jersey 07078</p>	<p>DATE: 11/11/00 DRAWN BY: JLT CHECKED BY: CJA PROJECT NO.: 07078</p>
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BUILDING 6: 2ND FLOOR

EXHIBIT A-1 (page 16 of 17 pages)

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MEADOWLANE APARTMENTS
 Garden Commercial Properties

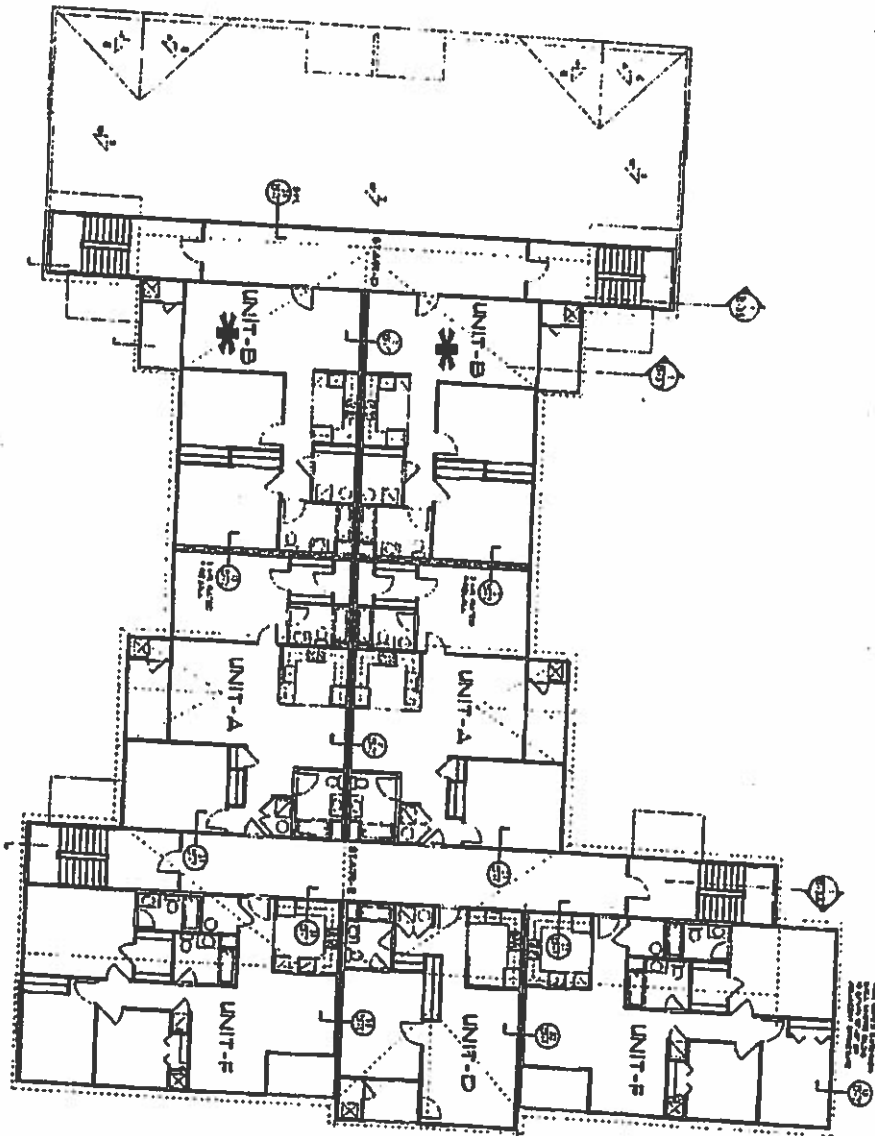
SECOND FLOOR PLAN - 25 UNIT SOUTH BUILDING 4 (A + B)

DATE: 08/13
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1/8" = 1'-0"

UNIT A
 UNIT B
 UNIT F

B-32

BUILDING 6: 3RD FLOOR



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<p>B-33</p>	<p>DATE: 11/14/03 ARCHITECT: G.J. OLSON ARCHITECTS, INC.</p>	<p>G.J. Olson Architects, Incorporated Architecture · Planning · Interiors 2115 Spruce Street, Philadelphia, PA 19103 Phone: 215-732-8210 Fax: 215-732-8710 http://www.gjolson.com</p>	<p>3002</p>	<p>THIRD FLOOR PLAN - 75 UNIT SOUTH BUILDING 4 (A + B) MEADOWLANE APARTMENTS Garden Commercial Properties 820 Morris Turnpike Short Hills, New Jersey 07078</p>	<p>SCALE: 1/8" = 1'-0" SHEET NO. 11A TOTAL SHEETS: 11A-11I DATE: 11/14/03</p>
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WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, the purpose of this Agreement is to ensure that the described rental units (unit) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERMS OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing unit(s) to low and moderate income eligible households at a maximum adjusted rent determined by the Authority for the specified period of time.

I. DEFINITIONS

"Adjusted Rent" shall mean the Base Rent for a rental unit adjusted by the applicable Index.

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit (units) which places restrictions on affordable rental units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this Agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the longterm affordability controls and leasing restrictions for the period of time specified in the Agreement. The Authority shall serve as an instrument of the municipality. The term Authority may also mean such entity or other agency, as may be specified by the municipality, who shall perform such functions under this Agreement as may be specified by the Township and who shall agree to be bound by the relevant terms of this Agreement. The Township must obtain the express written consent of the Owner in the event the Township seeks to designate a private entity as the Authority.

"Base Rent" shall mean the charge to a tenant for a rental unit at the time the unit is first restricted by an Affordable Housing Agreement which has been calculated to include a credit for those utility costs paid by the tenant using a utility cost schedule approved for statewide use by the U.S. Department of Housing and Urban Development.

"Certified Household" shall mean any eligible household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Consumer Price Index (CPI)" shall mean the Index published monthly by the U.S. Department of Labor Statistics and which may be used as the applicable Index for measuring increases in Base Rents.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total calculated amount of a household's annualized income from all household members who are 18 years of age or over. Sources of income include, but are not limited to salary, wages, regular overtime, interest, tips, dividends, alimony, child support, unemployment, disability, pensions, social security, business income and capital gains, imputed income from assets and welfare benefits. Income is calculated based on a weekly, biweekly, semi-monthly or monthly figure that is effective at the time of interview and is estimated over a 12 year period.

"Gross Rent" shall mean the total cost of a rental unit to a Certified Household when a tenant-based utility allowance is added to the Base Rent.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income established for a household of four by geographic region using the median income guideline approved for use by the Council or any other standard economic measurement such as the CPI or Section 8 income limits authorized for purposes of increasing rents.

"Low Income Household" shall mean a Household whose total Gross Annual Income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the Council.

occupied rental unit has been certified as standard, or the date after 50% of the units in a multifamily rental project containing four or more affordable rental units are occupied or have received permanent certificates of occupancy, whichever is first.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the date after thirty (30) years after the commencement date described in Article III, Section A when any Affordable Housing Rental unit that continues to be occupied by a Certified Household shall become vacant.

C. Upon termination of restrictions as they apply to each rental unit within the named Property, the Authority shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of the Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of a rental Affordable Housing unit shall not rent the Affordable Housing unit for an Adjusted Rent that is greater than the established Base Rent plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. Adjusted Rents shall be effective as of the lease anniversary date and shall remain in effect for at least a one year period.

B. The Owner shall not rent the Affordable Housing unit other than to a Renter who has been certified utilizing the income verification procedures established by the Council to determine qualified Low and Moderate Income-Eligible Households.

C. The Owner of the rental Affordable Housing unit shall sell the unit in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-9) to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable rental unit or units are located. Notwithstanding the property description described in Section II of this Agreement, the Owner may cause this Agreement and the Deed of Easement and Restrictive Covenant for extended low and moderate income occupancy to be recorded on a building by building basis. The Agreement shall be filed no earlier than the recording of an applicable deed and no later than the leasing and occupancy of 50% of the applicable rental units in any building of any project covered by a single deed with permanent occupancy permits.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing Unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or EXHIBIT A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTIONS of the Agreement.

C. This Agreement shall be executed by the Owner or the then current title holder of record of the property upon which the Affordable Housing units are to be situated prior to its recording.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Lease Agreements from all Owners to Purchasers and Certified Renters of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an AFFORDABLE HOUSING AGREEMENT which has been filed in the Office of the Clerk of Mercer County.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of Affordable Housing units, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units designated as rental units shall at all times remain the Primary Residence of the Renter and shall not be sublet to any party whether or not the party is qualified as a Low or Moderate Income Eligible Household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that the expenditures for any alteration that allows a unit to be rented

to a larger household size because of an increased capacity for occupancy shall be considered for recalculation of Base Rent. Owners must obtain prior approval for such alteration to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing sixty (60) days prior to a rental vacancy. Owners shall not convey title or lease or otherwise deliver possession of the Affordable Housing Unit without the prior written approval of the Authority.

F. An Owner shall request referrals of Certified Households from the pre-screened established referral list maintained by the Authority.

G. If the Authority does not refer a certified household within sixty (60) days of the Notice of Rental Vacancy, the Owner may rent the property to an eligible household not referred by the Authority. The proposed Renter must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible rental transaction.

H. The Owner shall not permit any lien, other than the First Purchase Money Mortgage and/or any Authority approved second mortgages to attach and remain on the property for more than sixty (60) days.

I. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-Laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

J. The Owner shall have responsibility for forwarding copies of all documents filed with the applicable county recording office to the Authority after they have been signed, dated and recorded.

K. The Owner agrees to pay a reasonable service fee to the Township to cover the fees of the Authority for administration of this Agreement and of the Affordable Housing Units in the Development and to cooperate with the Authority to effectuate the terms of this Agreement and administration of the Units.

IX. FORECLOSURE

A. This agreement shall not be terminated in the event of judgment of Foreclosure on properties that include Affordable Housing units that are designated as rental units unless the rental unit is contained within an owner-occupied property containing four or less units.

B. If the rental unit is contained within an owner-occupied property containing four or less units, the terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the first Purchase Money Mortgage documents for the Affordable Housing unit.

C. Upon a judgment of Foreclosure of an owner-occupied unit containing an affordable rental housing unit, the Authority shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of the Agreement. Execution of foreclosure sales by any other class of creditor of mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement, by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by the Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, recoupment of any funds from a rental in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate all or portions of its obligations hereunder without the express written consent of the Owner, except if the assignee is a private entity in which event the municipality shall obtain the Owner's express written consent prior to such assignment becoming effective. Upon such assignments, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein, notwithstanding the foregoing, the parties hereto acknowledge and agree that this Development shall be subject to the regulations of the Council, N.J.A.C. 5:93-1.1 et seq., as such regulations shall be in effect or modified from time to time to the extent such regulations are applicable to the property or this Agreement.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner: West Windsor Developers, L.L.C.
820 Morris Turnpike
Short Hills, NJ 07078
Attn: Zygmunt Wilf, Managing Member

To the Municipality: Attn: Township Clerk
West Windsor Township
271 Clarksville Road, Box 38
Princeton Junction, NJ 08550
Attention: Affordable Housing Officer

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of or in opposition to the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under the covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

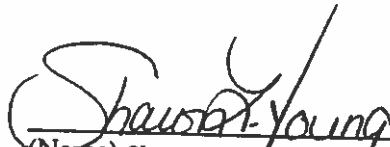
The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT


The Owner and the Authority hereby agree that all Affordable Housing rental units described herein shall be marketed, sold, rented, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk, for the County in which the Affordable Housing units are situated.

Witness or Attest:


TOWNSHIP OF WEST WINDSOR,
Municipality



(Name) Sharon L. Young
Township Clerk, Deputy


By: 

Carole Carson, Mayor



Gary S. Forshner
Attorney at Law
State of New Jersey

WEST WINDSOR DEVELOPERS, L.L.C.
Owner

By: 


~~Zygmunt Wif, Managing Member~~
Jonathan Frieder

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
COUNTY OF Merca) SS:

I certify that on February 7th, 2000, Jonathan Frieder ~~Zygmunt Wilf~~ personally came before me and acknowledged under oath to my satisfaction that:

- a. This person is the Managing Member of West Windsor Developers, L.L.C. named in this Agreement;
- b. This document was signed and delivered by the limited liability company as its voluntary act duly authorized by the limited liability company.

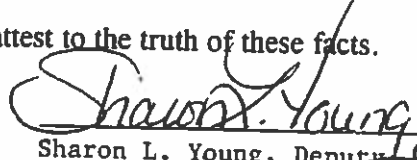


Gary S. Forshner
Attorney at Law
State of New Jersey

STATE OF NEW JERSEY)
COUNTY OF MERCER)

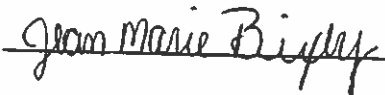
I certify that on February 20th, 2001 Sharon Young personally came before me and acknowledged under oath to my satisfaction that:

- a. This person is the Township Clerk of the municipal corporation named in this document;
- b. This person is the attesting witness to the signing of this document by the proper official, who is the Mayor of the municipal corporation;
- c. This document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its governing body;
- 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.



Sharon L. Young, Deputy Clerk

Sworn to and subscribed before me
this day of Feb 27, 2000



JEAN MARIE BIXEY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 15, 2005

Appendix F:
Bear Creek: Deed of Easement and Restrictive Covenant
for The Hamlet

Mercer County Clerk's Office

Return To:

NEW JERSEY HOUSING & MTG FINANCE
PO BOX 18550
TRENTON NJ 08650

HAMLET BEAR CREEK

NEW JERSEY HOUSING & MTG
FINANCE AGENCY

Index DEEDS

Book 04701 Page 0161

No. Pages 0008

Instrument MISC DEEDS

Date : 3/03/2004

Time : 3:02:22

Control # 200403030689

INST# RD 2004 014812

Employee ID LISAC

RECORDING	\$	27.00
RECORDING	\$	28.00
DARM \$3	\$	21.00
NJPRPA	\$	14.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	90.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

*****PLEASE NOTE*****
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *

Catherine DiCostanzo
Mercer County Clerk



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VOL 47016161

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78190
7/25/07

LIHTC #643

Prepared By:

Robert J. Shughnessy Jr.
Signature Deputy Attorney General

Robert J. Shughnessy Jr.
Print Name Deputy Attorney General

DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") shall run with the land and is granted by The Hamlet at Bear Creek LLC and its successors and assigns (the "Owner") whose principal address is 132 Cottage Place, Ridgewood, NJ 07450 to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(b)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the Determination Letter for the building(s) described below, the Agency has determined possible eligibility for Low Income Housing Tax Credits ("LIHTC") authorized under the Code in the approximate annual amount of \$180,477 to be claimed by the Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The 11 building(s), which consist of a total of 60 residential rental units of which 60 are LIHTC units, and which will constitute a qualified housing project as defined in Section 42 of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as The Hamlet at Bear Creek (the "Project") located at 101 through 504 Rousillon Court and 601 through 1104 Elsinore Court, West Windsor, New Jersey 08550 Municipal Tax Map Block No. 33, Lot No. 1.01 in the County of Mercer, and title to which has been recorded in the County Clerk or Register's Office in Deed Book No. 4335 at Page No. 149, being more fully described as set forth in "SCHEDULE A" attached hereto.
- (2) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low income unit fraction or the low income floor space fraction), and as provided by the Owner in its low income housing tax credit application (the "Application") is 100 percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period.

**SCHEDULE A
LEGAL DESCRIPTION**

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

BEING known and designated as Lot 1.01 in Block 33 as shown on a certain map entitled "Final Major Subdivision Plat, The Hamlet At Bear Creek, Lots 1 & 10 Block 33; Tax Map Sheet Numbers 33.04, 34.03, 38.01 & 38.02, West Windsor Township, Mercer County, New Jersey", prepared by Schoor DePalma, Manalapan, New Jersey, dated September 24, 1997, last revised August 28, 1998, said map filed June 24, 1999 in the Mercer County Clerk's Office as Map No. 3402, and being more particularly bounded and described as follows:

BEGINNING at a point in the newly created southwesterly line of Village Road East (variable width ROW), said line being distant 40.00 feet southwesterly from and parallel to the centerline thereof, said point also being the point of intersection formed by the northwesterly line of Lot 2.02 Block 33, said adjoining lots as shown on the aforesaid Tax Map and Filed Map No. 3402, with the aforesaid newly created southwesterly line of Village Road East, and from said point running: thence

1. South 29 degrees 02 minutes 01 seconds West 886.73 feet, along the northwesterly line of existing lots 2.01 and 2.02 Block 33, to a point in the same; thence
2. North 65 degrees 02 minutes 50 seconds West, 479.37 feet, still along the northwesterly line of existing Lot 2.01 Block 33 to a point, said point also being the intersection formed by the southeasterly line of proposed Lot 1.02 Block 33, said lot as shown on the aforesaid Filed Map No. 3402; thence
3. North 06 degrees 15 minutes 31 seconds West, 92.93 feet, still along the southeasterly line of proposed Lot 1.02 Block 33 to an angle point in the same; thence
4. North 25 degrees 53 minutes 55 seconds West, 931.25 feet along the southeasterly line of proposed Lot 1.02 Block 33, to an angle point in the newly created southeasterly line of Village Road East; thence
5. South 52 degrees 40 minutes 52 seconds East, 586.92 feet along the newly created southeasterly line of Village Road East, to the point and place of Beginning.

NOTE: Being Lot(s) 1.01, Block 33, Tax Map of the Township of West Windsor, County of Mercer.

NOTE: Lot and Block shown for informational purposes only.

- (3) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period on which such buildings are placed in service as a qualified low income housing project, and shall end on the date which is fifteen (15) years after the close of the initial fifteen (15) year compliance period, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (4) The extended use period shall terminate, subject to the provisions regarding low income tenancy and gross rent restrictions, on the date the buildings are acquired by foreclosure (or an instrument given in lieu of foreclosure), or on the last day of the one year period beginning on the date after the fourteenth (14) year of the initial compliance period that the Owner submits a written request to the Agency to present a qualified contract (as defined at Section 42(h)(6)(F) of the Code) for the acquisition of the buildings, if, and only if, the Agency is unable to present within that year's time, a qualified contract from a purchaser who will continue to operate such buildings as a qualified low income project.

Should the period terminate in this fashion prior to its full term, for a three year period after such termination, no low income tenant may be evicted, for other than good cause, nor may the gross rents be increased beyond that permitted under the Code and regulations promulgated thereunder.

- (5) The compliance period begins at the same time as the credit period. The Owner elects when to begin the credit period at the time the Owner's first tax return is filed with the Internal Revenue Service. Owner will begin the credit period in 2002 or 2003.
- (6) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Owner in its Application requires that 40 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 60 percent or less of area median gross income (AMGI). The selection of this federal set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period
- (7) [] If this box is checked, the Project is a Special Needs Project as defined in the 19 Qualified Allocation Plan, and as selected by the Owner in its Application and as such, the Owner must BOTH restrict 2% of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. With written approval from the Agency, the Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs.

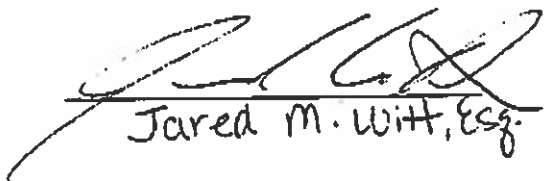
- (8) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.
- (9) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.
- (10) This Covenant shall constitute an agreement between the Agency and the Owner which is enforceable in the courts of the State of New Jersey by the Agency or by an individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (11) Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (12) Owner agrees to obtain the consent of any recorded lien holder on the Project to this Covenant and such consent shall take the form of a Subordination Agreement between the lender and the Agency and shall be a condition precedent to the issuance of IRS Form(s) 8609.
- (13) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code including section 42(h)(6)(E)(ii) prohibiting eviction (other than for good cause) of existing low-income tenants for three years after such termination and prohibiting any increase in the gross rents beyond that permitted under the Code and the regulations promulgated thereunder.
- (14) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.
- (15) In order to enable the Agency to monitor Owner's compliance with these use and occupancy restrictions pursuant to the Code, Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the Project during business hours and to inspect and copy all books and records pertaining to the Project.

- (16) Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
- (17) Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.
- (18) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions that may be more stringent than the Code.
- (19) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.

Signatures: This Covenant is granted by the Owner whose duly authorized representative's signature appears below.

Sworn and subscribed to before the undersigned Notary Public or Attorney on the date appearing below:

WITNESS (IF INDIVIDUAL, LLC, OR PARTNERSHIP) OWNER: THE HAMLET AT BEAR CREEK, L.L.C.



Jared M. Witt, Esq.

By: 
Authorized Representative

Matthew P. Gallagher, Managing Member
(Print Name, Title, Organization)

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on November 13, 2002, Matthew P. Gallagher personally came before me, the subscriber, a Notary Public of the State of New Jersey, and acknowledged under oath, to my satisfaction that (a) he is the Managing Member of The Hamlet at Bear Creek, L.L.C., the Limited Liability Company named in this document; and (b) he executed and delivered this document as the voluntary act of the company duly authorized by the Members.


Jared M. Witt
Attorney at Law of New Jersey

END OF DOCUMENT

Appendix G:
Bear Creek: Sample Village Grande Affordable Housing
Agreement containing deed restrictions

State of New Jersey
Council On Affordable Housing
New Jersey Department of Community Affairs

AFFORDABLE HOUSING AGREEMENT
Contains Deed Restrictions

TO BE RECORDED
IN DEED BOOK

Prepared by: _____

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Pursuant to the transfer of ownership of an affordable housing unit for the price of \$ 70,743.00, this AGREEMENT is entered into on this 27th day of Sept., 2000 between Josephine Albano owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and New Jersey Department of Community Affairs, hereafter "AUTHORITY", which Authority is an instrumentality of State of New Jersey (referred to as the "MUNICIPALITY"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least 30 years beginning on Sept. 27, 2000 and ending at the first non-exempt transfer of title after Aug. 27, 2030 unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c.222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing unit(s) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by P. L. 1983, c.539 (N.J.S.A. 55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, fees or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable laws may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-901 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sale" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Purchase Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority at a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income-eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

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"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by Council.

"Low Income Household" shall mean a Household whose total Gross Annual Income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the Index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the municipality for payment of 85% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the municipality of 85% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block 35 Lot 105 Municipality West Windsor Twp.

County Mercer # of Bedrooms 1

Complete Street Address & Unit # 1211 Lower Lane

Twp. West Windsor State N.J. Zip 08550

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L. 1978, L.14 (N.J.S.A. E2:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:93-5.3(b); or at the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or

2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:93-6. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified heretofore in Section III TERM OF RESTRICTION shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Lien for a period of up to thirty (30) years.

2. Alternately, the Owner may also elect to sell to any purchaser at a fair market price. In this event, the Owner shall be obligated to pay the municipality 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified herebefore in Section III TERM OF RESTRICTION.

3. If the Owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell, the option to buy shall be restored to the municipality and subsequently to the Department, the Agency or a Non-Profit approved by the Council. The Owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The Affordable Housing unit shall be sold in accordance with all rules, regulations, and requirements duly promulgated by the Council (N.J.A.C. 5:23-1 et seq.), the intent of which is to ensure that the Affordable Housing unit remains affordable and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than the closing date of the initial sale.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or Exhibit A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTION of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the Owner and the municipality wherein the unit(s) is(are) located at the time of closing and transfer of title to any purchaser of an Affordable Housing Unit. The Repayment Mortgage shall provide for the repayment of 95% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in Section III TERM OF RESTRICTION. The Repayment Mortgage shall be recorded with the records office of the County in which the unit is located.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT which is on file in the Office of the Clerk of Mercer County and is also on file with the Authority".

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as a Low or Moderate income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be reworked to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.

F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.

G. If the Authority does not refer an eligible household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was initially restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

I. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium, homeowners or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

- K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified resale transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.
- L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.
- M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgage's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgage by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgage shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor

shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgage and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at a negotiated price not to exceed the maximum Resale sales price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

At the address of the property stated in Section II PROPERTY DESCRIPTION hereof.

To the Authority:

At the address stated below:
Attention:

DEPT OF COMMUNITY AFFAIRS
AHMS
P.O. BOX 906
TRENTON, NJ 08625-0906

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under

any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

A. The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERM OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

XIX. ACKNOWLEDGEMENT

A. Owner acknowledges receipt of a true copy of this Agreement at no charge.

Dated: Sept. 27, 2000

Rvr: WYNNIS PATTIK
N.J. DEPT. OF COMMUNITY AFFAIRS
DIVISION OF HOUSING, AHMS
P.O. BOX 906
TRENTON, N.J. 08625-0906

STATE OF NEW JERSEY)

)ss

COUNTY OF MERCER)

BE IT REMEMBERED, that on this 27th day of September, 2000, at Trenton, New Jersey, before me, the subscriber, William J. McNichol personally appeared Josephine Albano who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument; that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me, the date aforesaid.

By: Josephine M. Albano
Signature (Owner)
Josephine Albano

Signature (Co-Owner)

William J. McNichol
Attorney At Law of New Jersey

Mercer County Clerk's Office

Return To:

NEW JERSEY DEPT COMMUNITY AFFAIRS
DIVISION OF HOUSING ARMS
PO BOX 806
TRENTON NJ 08625

Index DEEDS

Book 03926 Page 0059

No. Pages 0006

Instrument MISC DEEDS

Date : 10/16/2000

Time : 1:31:09

Control # 200010160235

INST# RD 2000 039847

ALBANO
JOSEPHINE
NEW JERSEY STATE DEPT
COMMUNITY AFFAIRS

Employee ID SUSANJ

RECORDING	\$	26.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	26.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

*****PLEASE NOTE*****
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *

Catherine DiCostanzo
Mercer County Clerk



VOL3926 PG059

Appendix H:
Bear Creek Assisted Living
(to be inserted at a later date)

Appendix I:
Estates at Princeton Junction 2006 Deed Restriction

sm

Mercer County Clerk's Office

Return To:

MILLER PORTER & MULLER PC
ONE PALMER SQ STE 540
PRINCETON NJ 08542

WEST WINDSOR TWP

PRINCETON JUNCTION APARTMENTS

Index DEEDS

Book 05260 Page 0017

No. Pages 0017

Instrument MISC DEEDS

Date : 1/20/2006

Time : 9:25:42

Control # 200601200087

INST# RD 2006 004370

Employee ID GCHANDRA

RECORDING	\$	45.00
RECORDING	\$	65.00
DARM \$3	\$	48.00
NMD1PA	\$	32.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00

Total: \$ 190.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

*****PLEASE NOTE*****
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *

Paula Sollami-Covello
Mercer County Clerk



052600017

VOL5260 PG017

THIS IS NOT A CERTIFIED COPY

DD5
16pg.
\$190.00
#6582

Deed Restriction

**To State Regulated Multi-Family Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy**

Prepared by:

L. Stephen Pastor
L. Stephen Pastor

THIS DEED RESTRICTION, entered into as of this the 21st day of November, 2005, by and between the Township of West Windsor ("Administrative Agent"), having offices at 271 Clarksville Road, Princeton Junction, NJ 08550, and Princeton Junction Apartments, L.P., having an address at 3101 Philmont Avenue, Huntingdon Valley, Pennsylvania 19905, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project under the name Princeton Junction Apartments (the "Project"):

WITNESSETH

Article 1. Consideration

The Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction with respect to the land and improvements more specifically described in Article 2 hereof (the **Property**).

Article 2. Description of Property

The Property consists of those units identified as affordable housing units located on the real property designated as Block No. 10.09 Lot No. 81 in the Township of West Windsor, County of Mercer, State of New Jersey, and as more fully set forth in Schedule A attached hereto.

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.

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 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.

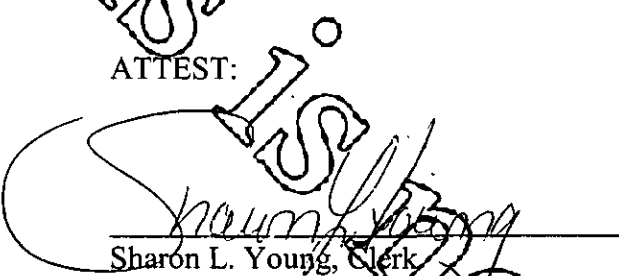
Article 5. Other


A. The Owner shall be obligated to pay a service fee to the Authority for initial occupancy and at the time of each new rental occupancy.

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

ATTEST:

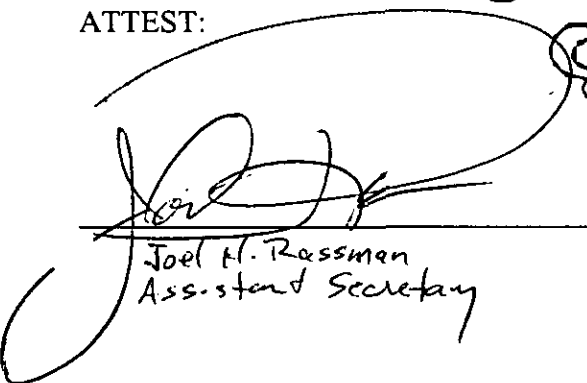
Township Of West Windsor


Sharon L. Young, Clerk


Shing-Fu Hsueh, Mayor

ATTEST:

Princeton Junction Apartments, LP
By: Toll Brothers Realty New Jersey LLC
General Partner


Joel H. Rassman
Assistant Secretary


James Stenterman, Senior Vice President

STATE OF PENNSYLVANIA)

SS:

COUNTY OF MONTGOMERY)

I certify that on July 22, 2005 Joel Rasmann personally came before me and acknowledged under oath to my satisfaction that:

a. This person is the Assistant Secretary of Toll Brothers Realty New Jersey LLC, General Partner of Princeton Junction Apartments, LP, the entity named in this Instrument;

b. This person is the attesting witness to the signing of this Instrument by James Steuterman who is the Senior Vice President of Toll Brothers Realty New Jersey LLC, General Partner of Princeton Junction Apartments, LP);

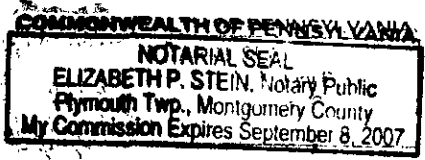
c. This Instrument was signed and delivered by Princeton Junction Apartments, LP as its voluntary act duly authorized; and

d. This person signed this proof to attest to the truth of these facts.

[Handwritten signature]

Sworn to and subscribed before me this 22nd day of August 2005

[Handwritten signature: Elizabeth P. Stein]



This is not a certified copy

Schedule A

Name & Address: Princeton Junction Apartments
Municipality of West Windsor, County of Mercer

Building Number	Low Income	Low Income	Low Income	Moderate Income	Moderate Income	Moderate Income	Total per Building and Total COAH
	1 Bedroom	2 Bedroom	3 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	
#1	3	7	1	1	8	1	21
#2		2	2	0	0	2	6
#3	1	0	2	2	0	2	7
#4	2	8	1	2	7	1	21
#5	2		1	2	8	1	21
#6	2	7		2	8	1	21
#7	2	8		2	7	1	21
#8	0	0	2	0	0	2	4
#9	0	1	2	0	1	2	6
#10	0	1	2	0	1	2	6
#11	0	0	2	0	0	2	4
#12	2	4	0	2		0	12
#13	2	4	0	2	4		13
#14	2	4	0	2	4		12
Total	18	53	17	17	52	18	175

As such units are located in Block # 10.09, Lot # 81 as more particularly described in the legal property description attached as Exhibit A.

SCHEDULE A

LIST OF COAH UNITS BY BUILDING

Building #1

		1BD/1BA	2BD/2BA	3BD/2BA	
A1A-HC	1101 Wessex Place	C-L			
B1-HC	1102 Wessex Place		C-L		
B2A-HC	1103 Wessex Place		C-M		
B2A-HC	1104 Wessex Place		C-M		
C2-HC	1105 Wessex Place			C-L	
B1-HC	1106 Wessex Place		C-L		
A1-HC	1107 Wessex Place	C-L			
B2A-HC	1109 Wessex Place		C-M		
B2A-HC	1110 Wessex Place		C-M		
A1A-HC	1111 Wessex Place	C-M			
B1-HC	1112 Wessex Place		C-L		
B2A-HC	1113 Wessex Place		C-M		
B2A-HC	1114 Wessex Place		C-M		
C2-HC	1115 Wessex Place			C-M	
B1-HC	1116 Wessex Place		C-L		
A1B-HC	1118 Wessex Place	C-L			
B2A-HC	1119 Wessex Place		C-M		
B2A-HC	1120 Wessex Place		C-M		
B1	1202 Wessex Place		C-L		
B1	1212 Wessex Place		C-L		
B1	1216 Wessex Place		C-L		
	COAH Low (C-L)		7	1	11
	COAH MOD(C-M)	1	8	1	10
					21

Control period commencement date:

of occupancy is issued for each unit, to be specified by ammendment to this Deed Restriction.

Building #2

		1BD/1BA	2BD/2BA	3BD/2BA	
C1-HC	2102 Stillbrook Lane			C-L	
B2-HC	2103 Stillbrook Lane		C-L		
B2-HC	2106 Stillbrook Lane		C-L		
C1-HC	2107 Stillbrook Lane			C-M	
C1	2202 Stillbrook Lane			C-M	
C1	2207 Stillbrook Lane			C-L	
	COAH Low (C-L)	0	2	2	2
	COAH MOD(C-M)	0	0	2	2
					8

Building #3

		1BD/1BA	2BD/2BA	3BD/2BA	
C1-HC	3101 Stillbrook Lane			C-M	
C1-HC	3102 Stillbrook Lane			C-L	
A2-HC	3105 Stillbrook Lane	C-L			
A2-HC	3106 Stillbrook Lane	C-M			
A2-HC	3107 Stillbrook Lane	C-M			
C1-HC	3111 Stillbrook Lane			C-L	
C1-HC	3112 Stillbrook Lane			C-M	
	COAH Low (C-L)	1	0	2	3
	COAH MOD(C-M)	2	0	2	4
					7

SCHEDULE A
LIST OF COAH UNITS BY BUILDING

Building #4

		1BD/1BA	2BD/2BA	3BD/2BA		
A1A-HC	6101 Windridge Court	C-M				
B1-HC	6102 Windridge Court		C-L			
B2A-HC	6103 Windridge Court		C-M			
B2A-HC	6104 Windridge Court		C-M			
C2-HC	6105 Windridge Court			C-M		
B1-HC	6106 Windridge Court		C-L			
A1B-HC	6108 Windridge Court	C-L				
B2A-HC	6109 Windridge Court		C-M			
B2A-HC	6110 Windridge Court		C-M			
A1A-HC	6111 Windridge Court	C-M				
B1-HC	6112 Windridge Court		C-L			
B2A-HC	6113 Windridge Court		C-M			
B2A-HC	6114 Windridge Court		C-M			
C2-HC	6115 Windridge Court			C-L		
B1-HC	6116 Windridge Court		C-L			
A1-HC	6117 Windridge Court	C-L				
B1	6202 Windridge Court		C-L			
B1	6206 Windridge Court		C-L			
B2A	6209 Windridge Court		C-M			
B1	6212 Windridge Court		C-L			
B1	6216 Windridge Court		C-L			
COAH Low (C-L)			8	1		11
COAH MOD(C-M)		2	7	1		<u>10</u> 21

Building #5

		1BD/1BA	2BD/2BA	3BD/2BA		
A1A-HC	5101 Wessex Place	C-M				
B1-HC	5102 Wessex Place		C-L			
B2A-HC	5103 Wessex Place		C-M			
B2A-HC	5104 Wessex Place		C-M			
C2-HC	5105 Wessex Place			C-M		
B1-HC	5106 Wessex Place		C-L			
A1B-HC	5108 Wessex Place	C-L				
B2A-HC	5109 Wessex Place		C-M			
B2A-HC	5110 Wessex Place		C-M			
A1A-HC	5111 Wessex Place	C-M				
B1-HC	5112 Wessex Place		C-L			
B2A-HC	5113 Wessex Place		C-M			
B2A-HC	5114 Wessex Place		C-M			
C2-HC	5115 Wessex Place			C-L		
B1-HC	5116 Wessex Place		C-L			
A1-HC	5117 Wessex Place	C-L				
B2A-HC	5120 Wessex Place		C-M			
B1	5202 Wessex Place		C-L			
B2A	5203 Wessex Place		C-M			
B1	5206 Wessex Place		C-L			
B1	5212 Wessex Place		C-L			
COAH Low (C-L)			2	7	1	10
COAH MOD(C-M)		2		8	1	<u>11</u> 21

9/14/2005

SCHEDULE A

LIST OF COAH UNITS BY BUILDING

Building #6

		1BD/1BA	2BD/2BA	3BD/2BA	
A1A-HC	4101 Wessex Place	C-M			
B1-HC	4102 Wessex Place		C-L		
B2A-HC	4103 Wessex Place		C-M		
B2A-HC	4104 Wessex Place		C-M		
C2-HC	4105 Wessex Place			C-M	
B1-HC	4106 Wessex Place		C-L		
A1-HC	4107 Wessex Place	C-L			
A1A-HC	4111 Wessex Place	C-M			
B1-HC	4112 Wessex Place		C-L		
B2A-HC	4113 Wessex Place		C-M		
B2A-HC	4114 Wessex Place		C-M		
C2-HC	4115 Wessex Place			C-L	
B1-HC	4116 Wessex Place		C-L		
A1B-HC	4118 Wessex Place	C-L			
B2A-HC	4119 Wessex Place		C-M		
B2A-HC	4120 Wessex Place		C-M		
B1	4202 Wessex Place		C-L		
B2A	4203 Wessex Place		C-M		
B2A	4204 Wessex Place		C-M		
B1	4206 Wessex Place		C-L		
B1	4216 Wessex Place		C-L		
	COAH Low (C-L)		7	1	10
	COAH MOD(C-M)	2	8	1	<u>11</u>
					21

Building #7

		1BD/1BA	2BD/2BA	3BD/2BA	
A1A-HC	7101 Wessex Place	C-M			
B1-HC	7102 Wessex Place		C-L		
B2A-HC	7103 Wessex Place		C-M		
B2A-HC	7104 Wessex Place		C-M		
C2-HC	7105 Wessex Place			C-L	
B1-HC	7106 Wessex Place		C-L		
A1-HC	7107 Wessex Place	C-L			
A1A-HC	7111 Wessex Place	C-M			
B1-HC	7112 Wessex Place		C-L		
B2A-HC	7113 Wessex Place		C-M		
B2A-HC	7114 Wessex Place		C-M		
C2-HC	7115 Wessex Place			C-M	
B1-HC	7116 Wessex Place		C-L		
A1B-HC	7118 Wessex Place	C-L			
B2A-HC	7119 Wessex Place		C-M		
B2A-HC	7120 Wessex Place		C-M		
B1	7202 Wessex Place		C-L		
B2A	7204 Wessex Place		C-M		
B1	7206 Wessex Place		C-L		
B1	7212 Wessex Place		C-L		
B2A	7214 Wessex Place		C-L		
	COAH Low (C-L)		8	1	11
	COAH MOD(C-M)	2	7	1	<u>10</u>
					21

9/14/2005

SCHEDULE A
LIST OF COAH UNITS BY BUILDING

Building #8		1BD/1BA	2BD/2BA	3BD/2BA	
C1-HC	8101 Wessex Place			C-M	
C1-HC	8102 Wessex Place			C-L	
C1-HC	8107 Wessex Place			C-L	
C1-HC	8108 Wessex Place			C-M	
	COAH Low (C-L)	0	0	2	2
	COAH MOD(C-M)	0	0	2	<u>2</u>
					4

Building #9		1BD/1BA	2BD/2BA	3BD/2BA	
C1-HC	9101 Gossamer Court			C-M	
C1-HC	9102 Gossamer Court			C-L	
B2-HC	9103 Gossamer Court		C-M		
B2-HC	9105 Gossamer Court		C-L		
C1-HC	9107 Gossamer Court			C-L	
C1	9202 Gossamer Court			C-M	
	COAH Low(C-L)	0	1	2	3
	COAH MOD(C-M)	0	1	2	<u>3</u>
					6

Building #10		1BD/1BA	2BD/2BA	3BD/2BA	
C1-HC	10101 Harcross Court			C-M	
C1-HC	10102 Harcross Court			C-L	
B2-HC	10103 Harcross Court		C-L		
B2-HC	10106 Harcross Court		C-M		
C1-HC	10107 Harcross Court			C-L	
C1-HC	10108 Harcross Court			C-M	
	COAH Low (C-L)	0		2	3
	COAH MOD(C-M)	0		2	<u>3</u>
					6

Building #11		1BD/1BA	2BD/2BA	3BD/2BA	
C1-HC	11101 Harcross Court			C-M	
C1-HC	11102 Harcross Court			C-L	
C1-HC	11107 Harcross Court			C-L	
C1-HC	11108 Harcross Court			C-M	
	COAH Low (C-L)	0	0	2	2
	COAH MOD(C-M)	0	0	2	<u>2</u>
					4

SCHEDULE A

LIST OF COAH UNITS BY BUILDING

Building #12

		1BD/1BA	2BD/2BA	3BD/2BA	
A1A-HC	12101 Winterberry Way	C-M			
B1-HC	12102 Winterberry Way		C-L		
B2A-HC	12103 Winterberry Way		C-M		
B2A-HC	12104 Winterberry Way		C-M		
B1-HC	12106 Winterberry Way		C-L		
A1-HC	12107 Winterberry Way	C-L			
A1A-HC	12111 Winterberry Way	C-M			
B2A-HC	12113 Winterberry Way		C-L		
B2A-HC	12114 Winterberry Way		C-M		
B1-HC	12116 Winterberry Way		C-L		
A1B-HC	12118 Winterberry Way	C-L			
B2A-HC	12120 Winterberry Way		C-M		
	COAH Low (C-L)	2	4	0	6
	COAH MOD (C-M)	2	4	0	6
					12

Building #13

		1BD/1BA	2BD/2BA	3BD/2BA	
A1A-HC	14101 Goodrow Court	C-M			
B1-HC	14102 Goodrow Court		C-L		
B2A-HC	14103 Goodrow Court		C-M		
B2A-HC	14104 Goodrow Court		C-M		
C2-HC	14105 Goodrow Court			C-M	
B1-HC	14106 Goodrow Court		C-L		
A1-HC	14107 Goodrow Court	C-L			
A1A-HC	14111 Goodrow Court	C-M			
B1-HC	14112 Goodrow Court		C-L		
B2A-HC	14113 Goodrow Court		C-M		
B2A-HC	14114 Goodrow Court		C-M		
B1-HC	14116 Goodrow Court		C-L		
A1B-HC	14118 Goodrow Court	C-L			
	COAH Low (C-L)	2	4	0	6
	COAH MOD (C-M)	2	4	0	6
					12

Building #14

		1BD/1BA	2BD/2BA	3BD/2BA	
A1A-HC	13101 Winterberry Way	C-M			
B1-HC	13102 Winterberry Way		C-L		
B2A-HC	13103 Winterberry Way		C-M		
B1-HC	13106 Winterberry Way		C-L		
A1-HC	13107 Winterberry Way	C-L			
A1A-HC	13111 Winterberry Way	C-M			
B1-HC	13112 Winterberry Way		C-L		
B2A-HC	13113 Winterberry Way		C-M		
B2A-HC	13114 Winterberry Way		C-M		
B1-HC	13116 Winterberry Way		C-L		
A1B-HC	13118 Winterberry Way	C-L			
B2A-HC	13120 Winterberry Way		C-M		
	COAH Low (C-L)	2	4	0	6
	COAH MOD (C-M)	2	4	0	6
					12

TOTAL COAH UNITS

6
6
12
175

SCHEDULE A
LIST OF COAH UNITS BY BUILDING

	1BD/1BA	2BD/2BA	3BD/2BA	Total
C-L	18	53	17	88
C-M	17	52	18	87
				<hr/> 175

This is not a certified copy



EXHIBIT A

TAYLOR WISEMAN & TAYLOR
ENGINEERING • SURVEYING • PLANNING • LANDSCAPE ARCHITECTURE

602 Brandywine Parkway • West Chester, PA 19380
610-918-9200 www.taylorwiseman.com FAX 610-918-1111

DESCRIPTION OF PROPERTY

ESTATES AT PRINCETON JUNCTION
Tax Map Block 10.09 Lot 81
Garden Apartments

ALL THAT CERTAIN tract or parcel of land, situate in the Township of West Windsor, the County of Mercer, and State of New Jersey, being more particularly bound and described as follows:

Beginning at a point in the southeasterly R.O.W. line of Bear Brook Road (variable width R.O.W.), at the northerly end of a twenty five foot radius curve connecting the said line of Bear Brook Road to the northerly R.O.W. line of Ascot Crescent (60' wide R.O.W.), as illustrated on a plan entitled, "Subdivision Plan for the Estates at Princeton Junction Phase One Garden Apartments" prepared by Taylor Wiseman & Taylor, dated October 29, 2002, and commences thence along the aforesaid Bear Brook Road the following seven courses: (1) North 34°50'34" East, a distance of 206.51 feet to a point of curvature; thence (2) northeastwardly a distance of 103.55 feet along a curve concave to the northwest, having a radius of 620.00 feet and a central angle of 9°34'09" and being subtended by a chord which bears North 30°03'44" East, 103.43 feet to a point of tangency; thence (3) North 25°16'40" East tangent to said curve, a distance of 109.03 feet to a point; thence (4) North 25°23'42" East, a distance of 182.87 feet to a point; thence (5) North 25°26'48" East, a distance of 187.49 feet to a point of curvature; thence (6) northeastwardly along a curve concave to the southeast having a radius of 532.41 feet and a central angle of 24°17'23" and being subtended by a chord

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chalfont@taylorwiseman.com



which bears North $37^{\circ}35'29''$ East 224.02 feet, along said curve a distance of 225.71 feet to a point of tangency; thence (7) North $49^{\circ}44'11''$ East, a distance of 129.87 feet to a point of curvature; thence (8) northeastwardly, eastwardly, and southeastwardly a distance of 39.82 feet along a curve concave to the south, having a radius of 25.00 feet and a central angle of $91^{\circ}15'50''$ and being subtended by a chord which bears South $84^{\circ}37'54''$ East 35.24 feet to a point of reverse curvature; thence (9) southeastwardly along the southwesterly R.O.W. line of Greyllynne Drive (variable width R.O.W.) a distance of 50.51 feet along a curve concave to the northeast having a radius of 150.00 feet and a central angle of $19^{\circ}17'31''$ and being subtended by a chord which bears South $48^{\circ}38'43''$ East 50.27 feet to a point; thence along Tax Map Block 10.09 Lots 83 thru 86 the following three courses: (10) South $28^{\circ}36'02''$ West, a distance of 100.22 feet to a point; thence (11) South $61^{\circ}23'58''$ East, a distance of 234.00 feet to a point; thence (12) North $28^{\circ}36'02''$ East, a distance of 85.00 feet to a point; thence (13) South $62^{\circ}46'00''$ East, along a southwesterly terminus of Greyllynne Drive, a distance of 48.76 feet to a point; thence along Tax Map Block 10.09 Lots 87 thru 100 the following five courses: (14) South $24^{\circ}13'12''$ West, a distance of 86.42 feet to a point; thence (15) South $61^{\circ}23'59''$ East, a distance of 24.93 feet to a point; thence (16) South $81^{\circ}23'58''$ East, a distance of 553.38 feet to a point; thence (17) South $36^{\circ}23'59''$ East, a distance of 163.68 feet to a point; thence (18) South $44^{\circ}44'59''$ East, a distance of 20.34 feet to a point; thence along Tax Map Block 10.09 Lot 82 open space the following two courses: (19) South $45^{\circ}15'01''$ West, a distance of 136.01 feet to a point; thence (20) South $45^{\circ}49'15''$ East, a distance of 1,575.43 feet to a point; thence (21) South $44^{\circ}10'45''$ West,

TWT

along the northwesterly line of Tax Map Block 10.09 Lot 3 lands now or formerly of AMTRAK, a distance of 532.71 feet to a point; thence along Tax Map Block 10.09 Lot 23 open space the following two courses: (22) North $81^{\circ}07'55''$ West, a distance of 636.13 feet to a point; thence (23) South $68^{\circ}24'03''$ West, a distance of 99.17 feet to a point; thence along the northerly R.O.W. line of Caleb Lane (50' wide R.O.W.) the following three courses: (24) North $36^{\circ}07'55''$ West, a distance of 42.97 feet to a point of curvature; thence (25) northwesterly and westwardly a distance of 117.81 feet along a curve concave to the southwest, having a radius of 150.00 feet and a central angle of $45^{\circ}00'00''$ and being subtended by a chord which bears North $58^{\circ}37'55''$ West 114.81 feet to a point of tangency; thence (26) North $81^{\circ}02'55''$ West tangent to said curve, a distance of 346.44 feet to a point of curvature; thence (27) westwardly, northwestwardly and northwardly a distance of 21.62 feet along a curve concave to the northeast, having a radius of 15.00 feet and a central angle of $82^{\circ}35'45''$ and being subtended by a chord which bears North $39^{\circ}50'02''$ West 19.80 feet to a point of reverse curvature; thence along the northerly R.O.W. line of Ascot Crescent (60' wide R.O.W.) the following six courses: (28) northwardly a distance of 95.86 feet along a curve concave to the west having a radius of 230.00 feet and a central angle of $23^{\circ}52'47''$ and being subtended by a chord which bears North $10^{\circ}28'33''$ West, 95.17 feet to a point of compound curvature; thence (29) northwardly, northwestwardly and westwardly a distance of 378.48 feet along a curve concave to the southwest, having a radius of 430.00 feet and a central angle of $50^{\circ}25'53''$ and being subtended by a chord which bears North $47^{\circ}37'53''$ West 366.38 feet to a point of reverse curvature; thence (30) westwardly and northwestwardly a distance of 197.82



feet along a curve concave to the northeast having a radius of 570.00 feet and a central angle of $19^{\circ}53'06''$ and being subtended by a chord which bears North $62^{\circ}54'17''$ West 195.83 feet to a point of tangency; thence (31) North $52^{\circ}57'44''$ West, tangent to said curve, a distance of 607.42 feet to a point; thence (32) North $48^{\circ}00'32''$ West, a distance of 75.28 feet to a point; thence (33) North $52^{\circ}57'44''$ West, a distance of 31.65 feet to a point of curvature; thence (34) northwestwardly, northwardly and northeastwardly a distance of 38.31 feet along a curve concave to the east, having a radius of 25.00 feet and a central angle of $87^{\circ}48'18''$ and being subtended by a chord which bears North $09^{\circ}03'34''$ West, 34.67 feet to the point and Place of Beginning.

Said above described tract of land containing within said bounds 62.222 Acres

Donald L. Mackay
New Jersey Professional Surveyor
No. 31271

December 29, 2003

18425

DLM

L:\work\18400\18425\DESCRIPT\ap\ALTA\survey.doc

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I certify that on Nov. 23, _____, 2005 Sharon L. Young personally came before me and acknowledged under oath to my satisfaction that:

- a. This person is the Township Clerk of the municipal corporation named in this document;
- b. This person is the attesting witness to the signing of this document by the proper official, who is the Mayor of the municipal corporation;
- c. This document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its governing body;
- 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.

Sharon L. Young
Sharon L. Young, Clerk

Sworn to and subscribed
before me this ^{23rd} day of Nov ,
2005

Rita M. Carr

RITA M. CARR
Notary Public of New Jersey
My Commission Expires Dec. 15, 2005

Deed Restriction Estates at PJ

This is Not a Certified Copy

Appendix J:
Gables Documentation

Please see attached Legal Description annexed hereto and made a part hereof (check box is applicable), being described in the attached Schedule A and being also described in the attached Schedule A-1.

Being the same property conveyed to the Township of West Windsor by Deed dated April 2, 1996 from Mercer Capital Management LP, a New Jersey Limited Partnership and Samuel A. Fruscione. Said Deed being recorded in Book 3054, Page 260 et seq. in the Mercer County Clerk's office on April 3, 1996.

This Deed conveys title free and clear of all encumbrances, except for a certain cross-easement agreement for variable width drainage and temporary construction easements between Samuel A. Fruscione and Mercer Capital Management, LP and the Township of West Windsor, as well as all easements, covenants and restrictions of record, if any. Being further subject to the following:

The subject property is being conveyed by Grantor to Grantee for the sole purpose of the Grantee's constructing thereon a residential senior citizen complex with approximately 85 units of low and moderate income senior citizen housing under the HUD Section 202 Program, as amended. Grantee and/or its successors or assigns agrees that the subject property will remain available for use by low and moderate income senior citizens for a period of at least 30 years from the date of final completion or such greater period as HUD may require. In the event the subject property is not used in accordance with the limitations set forth above, and in such event:

The Grantee and/or its successors and assigns shall convey the land back to the Grantor at the same purchase price paid by the Grantee on closing of title. In addition Grantor shall be entitled to file a complaint to either enforce the aforementioned restrictions and/or to cause the land to be reconveyed back to the Grantor as provided herein. The Grantor's reversionary interest as described herein shall always be subject and subordinate to and limited by, and shall not defeat, render invalid or limit in any way the lien or interest of any capital advance/mortgage held by HUD or its successors and/or assigns and that such subordination to said capital advance/mortgage shall remain in full force and effect for the term thereof or until such time as any and all sums shall have been repaid to HUD, whatever period of time shall prove to be the longer or shall end later. The Grantor's right of reversion of title shall always be subject to the rights of HUD, its successors and assigns, including the right to cure any default and preserve the use of the property for low and moderate income senior citizen housing under the Section 202 Program.

CRUCILI-DOLCI, INC.

SCHEDULE A

Page 1

DESCRIPTION OF PROPERTY

PANCEL D
(Lot 31.02, Block 11.03)
Alexander Road

Page 1 of 2
Project No. 0-097-0
Township of West Windsor
Mercer County, New Jersey
June 7, 1995

All that certain lot, tract or parcel of land situate, lying and being in the Township of West Windsor, County of Mercer and State of New Jersey being known and designated as Lot 31.02, Block 11.03 as shown on a map entitled "PRELIMINARY AND FINAL SUBDIVISION OF LOT 31, BLOCK 11.03 FOR PRINCETON JUNCTION EXECUTIVE CENTER", said map to be filed in the Mercer County Clerk's Office and being more particularly bounded and described as follows to wit:

Beginning at the point of intersection of the newly established westerly line of Princeton-Hightstown Road (variable width right-of-way) with the easterly line of lands now or formerly of Helen Yehle (Tax Atlas Lot 1, Block 81), said point being distant 25.00 feet southealy as measured at right angles to the centerline thereof, said point being the following courses

a) N 75° 29' 00" W, 427.66 feet along the centerline of Alexander Road to a point therein

b) S 17° 21' 20" W, 25.03 feet

as measured from the point of intersection of the centerline of Alexander Road with the centerline of Princeton-Hightstown Road and running thence.

- 1) S 75° 29' 00" E, 176.39 feet along the said newly established southealy line of Alexander Road to a point therein, said point being the northwesterly corner of Lot 31.03 as shown on the aforesaid map; Thence
- 2) S 17° 21' 20" W, 288.98 feet along the westerly line of the aforesaid Lot 31.03 to a point corner thereto; Thence

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VOL 3054 PG 261

Schedule A

CRUCILI-DOLCI, INC.

SCHEDULE A

Page 7

DESCRIPTION OF PROPERTY

PARCEL B
(Lot 11.02/ Block 11.03)
Alexander Road

Page 2 of 2
Project No. 0-097-0
Township of West Windsor
Mercer County, New Jersey
June 7, 1995

- 3) S 72° 38' 40" E, 229.59 feet along the southerly line of the said Lot 11.03 to a point in the westerly line of Lot 11.01 of the aforesaid map; Thence
- 4) S 23° 33' 23" W, 167.94 feet along the westerly line of the said Lot 11.01 to an angle point therein; Thence
- 5) S 06° 09' 35" E, 315.00 feet still along the westerly line of the said Lot 11.01 to a point in the northerly line of lands now or formerly of Joseph E. McGowan (Tax Atlas Lot 6, Block 11.03); Thence
- 6) S 79° 08' 20" W, 468.07 feet along the northerly line of lands of the said McGowan and beyond to a point in the easterly line of lands now or formerly of Harry P. Reiser (Tax Atlas Lot 19, Block 81); Thence
- 7) N 17° 21' 20" E, 962.18 feet along the rear line of lots fronting on Harris Road to the point and place of Beginning.

Containing 5.00 acres of land.

Together with a twenty (20') foot wide Utility Easement as shown on the aforesaid map.

The said map entitled "Preliminary and Final Subdivision of Lot 3, Block 11.03 for Princeton Junction Executive Center..." was filed in the Mercer County Clerk's Office on February 13, 1996 as Map No. 3235.

4013937 PG 104
VOL3054 PG262

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A
NUMBER 4
(CONTINUED)
DESCRIPTION

Commitment No. 00PT-11191

All that certain tract, lot and parcel of land lying and being in the Township of West Windsor, County of Mercer, State of New Jersey being more particularly described as follows:

BEGINNING AT THE POINT OF INTERSECTION OF THE NEWLY ESTABLISHED SOUTHERLY LINE OF ALEXANDER ROAD (25 FEET FROM CENTERLINE) WITH THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF HELEN YEHLE (TAX MAP LOT 1, BLOCK 81) SAID POINT BEING DISTANT THE FOLLOWING TWO COURSES FROM THE INTERSECTION OF THE CENTERLINE OF THE AFORESAID ALEXANDER ROAD WITH THE CENTERLINE OF PRINCETON-HIGHTSTOWN ROAD (VARIABLE WIDTH R.O.W.)

A. NORTH 75 DEGREES 29 MINUTES 00 SECONDS WEST ALONG THE AFORESAID CENTERLINE OF ALEXANDER ROAD, 427.66 FEET; THENCE

B. SOUTH 17 DEGREES 21 MINUTES 20 SECONDS WEST, 25.03 FEET TO THE AFORESAID POINT OR PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING THENCE:

1. SOUTH 75 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE NEWLY ESTABLISHED SOUTHERLY LINE OF ALEXANDER ROAD (25.00 FEET FROM CENTERLINE), 76.38 FEET (76.39 FILED MAP) TO THE NORTHWESTERLY CORNER OF LOT 31.03; THENCE.

2. SOUTH 17 DEGREES 21 MINUTES 20 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 31.03, 288.98 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE

3. SOUTH 72 DEGREES 38 MINUTES 40 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOT 31.03, 229.59 FEET TO THE SOUTHEASTERLY CORNER THEREOF, ALSO BEING IN THE WESTERLY LINE OF LOT 31.01; THENCE

4. SOUTH 23 DEGREES 53 MINUTES 23 SECONDS WEST ALONG THE SAID WESTERLY LINE, 167.94 FEET TO AN ANGLE POINT THEREIN; THENCE

5. SOUTH 06 DEGREES 09 MINUTES 35 SECONDS EAST STILL ALONG THE AFORESAID WESTERLY LINE, 314.96 FEET (315.00 FEET FILED MAP) TO A POINT IN THE NORTHERLY LINE OF THE LANDS NOW OR FORMERLY OF JOSEPH E. MCGOWAN (TAX MAP LOT 6, BLOCK 11.03); THENCE

6. SOUTH 79 DEGREES 08 MINUTES 30 SECONDS WEST ALONG THE AFORESAID NORTHERLY LINE OF THE LANDS OF THE SAID MCGOWAN AND BEYOND, 468.04 FEET (468.07 FEET FILED MAP) TO A POINT IN THE EASTERLY LINE OF THE LANDS NOW OR FORMERLY OF HARRY F. REISERT (TAX MAP LOT 19, BLOCK 81); THENCE

7. NORTH 17 DEGREES 21 MINUTES 20 SECONDS EAST ALONG THE REAR OR WESTERLY LINE OF THE LOTS FRONTING ON HARRIS ROAD, 962.13 FEET (962.18 FEET FILED MAP) TO THE POINT OR PLACE OF BEGINNING.

THE ABOVE DESCRIPTION IS DRAWN IN ACCORDANCE WITH A SURVEY PREPARED BY BAY POINT ENGINEERING ASSOCIATES, INC. DATED MARCH 11, 1998 REVISED THROUGH OCTOBER 16, 2000.

103937 PG 105
Schedule A-1

THE ABOVE PREMISES IS ALSO KNOWN AS LOT 31.02 IN BLOCK 11.03 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF WEST WINDSOR. (REPORTED FOR INFORMATION ONLY)

10L3937 PG 106

Page 2

Page 3

Oct-25-00 8:30AM;

9732390101;

Sent By: PRESTIGE TITLE;

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

To be recorded with Deed pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 40:15-6 et seq.)

STATE OF NEW JERSEY
COUNTY OF Essex

SS:

FOR RECORDER'S USE ONLY	
Consideration \$ _____	By _____
Realty Transfer Fee \$ _____	
Date _____	

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

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

Deponent Ruben L. Carter, being duly sworn according to law upon his/her oath
 deposes and says that he/she is the Legal Representative of the Grantor in a deed dated Oct.
 transferring real property identified as Block No. 31-02 Lot No. 11-03
 located at on the Tax Map of the Township of West Windsor,
Meadee County and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 200,000.00

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

(4) PARTIAL EXEMPTION FROM FEE

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

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1976 for the following reason(s):

- A) SENIOR CITIZEN (See Instruction #8.)
 - Grantor(s) 62 yrs. of age or over.*
 - One- or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.
- B) BLIND (See Instruction #8.)
 - Grantor(s) legally blind.*
 - One- or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.
- C) DISABLED (See Instruction #8.)
 - Grantor(s) permanently and totally disabled.*
 - One- or two-family residential premises.
 - Receiving disability payments.
 - Owned and occupied by grantor(s) at time of sale.
 - Not gainfully employed.
 - No joint owners other than spouse or other qualified exempt owners.
- D) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)
 - Affordable According to HUD Standards.
 - Meets Income Requirements of Region.
 - Reserved for Occupancy.
 - Subject to Resale Controls.
- E) NEW CONSTRUCTION (See Instruction #9.)
 - Entirely new improvement.
 - Not previously used for any purpose.
 - Not previously occupied.

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

Subscribed and sworn to before me this 31 st day of October, 2000

[Signature]
Susan A. Grady
 Attorney at Law of NJ

Ruben L. Carter
 Name of Deponent (sign above line)
327 Chambers St.
Princeton, N.J.
 Address of Deponent 08542

West Windsor Township
 Name of Grantor (sign above line)
271 Clarksville Road
P.O. Box 38, Princeton Junction,
 Address of Grantor at Time of Sale N.J. 0850

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

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

ORIGINAL - White copy to be retained by County.
 DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 19:16 - 8.12)
 TRIPLICATE - Pink copy is your file copy.

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

5. **Signatures.** This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed. (Print name below each signature.)

Witnessed or Attested by:

Brian J. Evans
Township Clerk

By: Carole A. Carlson
Mayor

STATE OF NEW JERSEY, COUNTY OF

I CERTIFY that on October 30, 2000, Carole A. Carlson

and Barbara J. Evans

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

(a) was the maker of the attached Deed;

(b) was authorized to and did execute this Deed as the authorized act of the Township of West Windsor the entity named in this Deed;

(c) made this Deed for \$ 300,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and

(d) executed this Deed as the act of the entity.

RECORD AND RETURN TO:

Luis Kono, Esq.
DECHERT
997 LENOX DR.
LAWRENCEVILLE, NJ 08648

Daren C. Carlson
Att. At Law
Print Name and Title Below Signature
State of New Jersey

In compliance with the statute I have presented an abstract of the within to the Assessor of the taxing district therein mentioned.

CATHERINE DICOSTANZO
MERCER COUNTY CLERK

Please record and return to Luis Kono, Esq., Dechert, 997 Lenox Dr., Suite 210,
Lawrenceville, NJ 08648

**Capital Advance Program
Use Agreement**

For Section 202 of the Housing Act of 1959 or
Section 811 of the National Affordable Housing Act

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0470 (exp. 12/31/86)

West Windsor Senior Housing:
HUD Project No. 035-EE022

DD-5
578 B3
250

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2502-0470), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Do not send this form to the above address.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the projects meet statutory requirements, ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

This Agreement made the 31ST day of OCTOBER, 192000, by and between the United States of America, Secretary of Housing and Urban Development (hereinafter called "HUD") and The Presbyterian Home at West Windsor, Inc. at 13 Roszel Road, Suite C120, Princeton, NJ 08540, a private nonprofit corporation, organized and existing under and by virtue of the laws of the State of New Jersey (hereinafter called the "Owner"), provides as follows:

Whereas, the Owner and HUD have entered into a Capital Advance Agreement to assist in financing a rental housing project to house elderly persons or persons with disabilities, (hereinafter called "persons"), in accordance with Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act, and the applicable regulations;

Whereas, HUD through the Capital Advance Agreement has provided funding for the Project identified as project number 035-EE022, financed with a Note and Mortgage (Deed of Trust), dated 10-31-2000 and covering real property as described in Exhibit "A" attached hereto, which Mortgage was recorded in the Recorder's Office of Mercer County on _____ as Instrument _____, Book _____, Page _____;

Whereas, The Project is subject to a Regulatory Agreement, dated 10-31-2000 and recorded on _____ in the Recorder's Office of Mercer County as document number _____, Book _____, Page _____;

Whereas, pursuant to section 202 of the Housing Act of 1959 (elderly projects) or section 811 of the National Affordable Housing Act (disabled projects) and the corresponding regulations, in exchange for HUD's agreement to provide capital advance financing and project rental assistance payments, the Owner has agreed to continue to operate the Project only as rental housing for very-low income elderly or disabled persons for not less than 40 years from 10/31, 2001, unless otherwise approved by HUD;

Now Therefore, in consideration of the mutual promises set forth herein and of other valuable consideration, the parties hereby agree as follows:

- Definitions.** All terms used in this Agreement have the same meaning as set forth in the definitions in 24 CFR Part 889 or 890.
- Term.** This Agreement shall remain in effect for not less than 40 years from 10-31, 2001, unless otherwise approved by HUD.
- Use Restriction.** The Project shall be used solely as rental housing for very-low income elderly or disabled persons.
- Transfer.** HUD has been granted and is possessed of an interest in the above described Project such that the Owner shall remain seized of the title to said property and refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof without the release of said covenants by HUD. The Owner has constituted HUD as its attorney-in-fact to transfer the project to another private nonprofit corporation in the event of default under the Capital Advance Agreement or the Regulatory Agreement. The Owner may transfer the Project during the term of this Agreement only with the prior written approval of HUD, and any such grantee shall assume the obligations under this Agreement as a condition of any transfer. In any event, this Agreement shall be binding upon the Owner's successors and assigns.
- Release.** The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the Owner of any real or personal property which is determined to be excess to the needs of the Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying an interest therein, or (4) upon any instrument of release made by the Owner of the Project shall be effective to release such property from the restrictive covenants hereby created.
- Enforcement.** In the event of a breach or threatened breach of any of the provisions of this Agreement, any eligible tenant or applicant for occupancy, or the Secretary or his or her successors or delegates, may institute proper legal action to enforce performance of such provisions, to enjoin any acts in violation of such provisions, to recover whatever damages can be proven, and/or to obtain whatever other relief may be appropriate.
- Severability.** The invalidity, in whole or in part, of any of the provisions set forth above shall not affect or invalidate any remaining provisions.

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A
NUMBER 4
(CONTINUED)
DESCRIPTION

Commitment No. 00PT-11191

All that certain tract, lot and parcel of land lying and being in the Township of West Windsor, County of Mercer, State of New Jersey being more particularly described as follows:

BEING KNOWN AND DESIGNATED AS LOT 31.02 BLOCK 11.03 AS SHOWN ON A MAP ENTITLED "PRELIMINARY AND FINAL SUBDIVISION OF LOT 31, BLOCK 11.03 FOR PRINCETON JUNCTION EXECUTIVE CENTER.....", SAID MAP TO BE FILED IN THE MERCER COUNTY CLERK'S OFFICE AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS TO WIT.

BEGINNING AT THE POINT OF INTERSECTION OF THE NEWLY ESTABLISHED WESTERLY LINE OF PRINCETON-HIGHTSTOWN ROAD (VARIABLE WIDTH RIGHT-OF-WAY) WITH THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF HELEN YEHLE (TAX ATLAS LOT 1, BLOCK 81), SAID POINT BEING DISTANT 25.00 FEET SOUTHERLY AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF, SAID POINT BEING THE FOLLOWING COURSES

- (a) NORTH 75 DEGREES 29 MINUTES 00 SECONDS WEST, 427.66 FEET ALONG THE CENTERLINE OF ALEXANDER ROAD TO A POINT THEREIN
- (b) SOUTH 17 DEGREES 21 MINUTES 20 SECONDS WEST, 25.03 FEET AS MEASURED FROM THE POINT OF INTERSECTION OF THE CENTERLINE OF ALEXANDER ROAD WITH THE CENTERLINE OF PRINCETON-HIGHTSTOWN ROAD AND RUNNING THENCE
 1. SOUTH 75 DEGREES 29 MINUTES 00 SECONDS EAST, 76.39 FEET ALONG THE SAID NEWLY ESTABLISHED SOUTHERLY LINE OF ALEXANDER ROAD TO A POINT THEREIN, SAID POINT BEING THE NORTHWESTERLY CORNER OF LOT 31.03 AS SHOWN ON THE AFORESAID MAP; THENCE
 2. SOUTH 17 DEGREES 21 MINUTES 20 SECONDS WEST, 288.98 FEET ALONG THE WESTERLY LINE OF THE AFORESAID LOT 31.03 TO A POINT CORNER THERETO; THENCE
 3. SOUTH 72 DEGREES 38 MINUTES 40 SECONDS EAST, 229.59 FEET ALONG THE SOUTHERLY LINE OF THE SAID LOT 31.03 TO A POINT IN THE WESTERLY LINE OF LOT 31.01 OF THE AFORESAID MAP; THENCE
 4. SOUTH 23 DEGREES 53 MINUTES 23 SECONDS WEST, 167.94 FEET ALONG THE WESTERLY LINE OF THE SAID LOT 31.01 TO AN ANGLE POINT THEREIN; THENCE
 5. SOUTH 06 DEGREES 09 MINUTES 35 SECONDS EAST, 315.00 FEET STILL ALONG THE WESTERLY LINE OF THE SAID LOT 31.01 TO A POINT IN THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF JOSEPH E. MCGOWAN (TAX ATLAS LOT 6, BLOCK 11.03); THENCE
 6. SOUTH 79 DEGREES 08 MINUTES 30 SECONDS WEST, 468.07 FEET ALONG THE NORTHERLY LINE OF LANDS OF THE SAID MCGOWAN AND BEYOND TO A POINT IN THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF HARRY F. REISERT (TAX ATLAS LOT 19, BLOCK 81); THENCE
 7. NORTH 17 DEGREES 21 MINUTES 20 SECONDS EAST, 962.18 FEET ALONG THE REAR LINE OF LOTS FRONTING ON HARRIS ROAD TO THE POINT AND PLACE OF BEGINNING.

THE SAID MAP ENTITLED "PRELIMINARY AND FINAL SUBDIVISION OF LOT 31, 11.03 FOR PRINCETON JUNCTION EXECUTIVE CENTER....." WAS FILED IN THE MERCER COUNTY CLERK'S OFFICE ON FEBRUARY 13, 1996 AS MAP NO. 3235.

THE ABOVE PREMISES IS ALSO KNOWN AS LOT 31.02 IN BLOCK 11.03 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF WEST WINDSOR. (REPORTED FOR INFORMATION ONLY)

In Witness Whereof, HUD and the Owner by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 31 day of October, 192000.

(Seal)

Attest: <u>Deborah A. Colby Attorney at Law of NJ</u>	Name of Owner: The Presbyterian Home at West Windsor, Inc.
Secretary: <u>Maurice Coffey</u> <u>Maurice E. Coffey</u>	By: (President) <u>Gary T. Puma</u> Gary T. Puma
United States of America, Secretary of Housing and Urban Development	Title: <u>PRESIDENT</u>
By: <u>Walter Kreher</u>	

Walter Kreher
Director
Multifamily Program Center

State of New Jersey)

County of Essex)

ss:

Before me, Shie-Fong Sun ^{an attorney-at-law} ~~a Notary Public~~ in and for said State,
on this 31st day of October, 192000,

personally appeared Walter Kreher,
who is personally well known to me to be the authorized agent of HUD, and the person who executed
the foregoing instrument by virtue of the authority vested in him by section 202 of the Housing Act of 1959 or section 811 of the National
Affordable Housing Act, and I having first made known to him the contents thereof, he did acknowledge the signing thereof to be a free
and voluntary act and done on behalf of the Secretary of Housing and Urban Development for the uses, purposes and considerations therein
set forth.

Witness my hand and official seal this 31st day of October, 192000
(Seal)

Shie-Fong Sun (Notary Public)
My commission expires Shie-Fong Sun, 19
An Attorney-at-Law of New Jersey

State or NJ)

County of Essex)

ss:

On this 31 day of October, 192000, before me residing therein, duly commissioned and
sworn, personally appeared Maurice G. Caffery, An Attorney at Law of NJ a Notary Public in and for said county and State,
proved to me on the basis of satisfactory evidence to be the Secretary of
The Presbyterian Homes of West Windsor Inc., that executed the within instrument and acknowledged to me that
such person executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
(Seal)

Maurice G. Caffery Maurice G. Caffery, Attorney at Law (Notary Public) of NJ
My commission expires , 19 .

State or)

County of)

ss:

On this day of , 19 , before me residing therein, duly commissioned and
sworn, personally appeared , a Notary Public in and for said county and State,
proved to me on the basis of satisfactory evidence to be the President of
 , that executed the within instrument and acknowledged to me that
such executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
(Seal)

 (Notary Public)
My commission expires , 19 .

Appendix K:
Walden Woods Documentation

New Jersey Department of Community Affairs
Division of Housing and Community Resources
HOME Production Program

Owner's Agreement
Contains Deed Restriction

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Agreement is entered into on this 3rd day of November 1997 by and between Edward and Honorata Pierwola, herein referred to as the "Owner", and the New Jersey Department of Community Affairs, Division of Housing and Community Resources, Affordable Housing Management Service, 101 S. Broad Street, CN 806, Trenton, NJ 08625-0806, hereinafter referred to as the "Authority".

WHEREAS, the Owner intends to purchase the land upon which improvement will be made, located at R6 Bear Brook Road, West Windsor Township, for a base price of \$128,913.00 as an affordable housing unit, hereinafter the "Property," more particularly described in Exhibit A attached hereto; and

WHEREAS, the Department on behalf of the State of New Jersey as a participating jurisdiction in accordance with the Cranston-Gonzalez National Affordable Housing Act of 1990 (Title II, P.L. 101-625, 42 U.S.C. 12701-12839) (the "Act") is administering the HOME Production Program ("the Program") which provides Federal funds for the production of housing units affordable to income eligible families as defined by the Act; and

WHEREAS, the Department in accordance with the Program entered into a Grant Agreement with Bootstraps, Self-Help Homes and Communities, Inc. (the "Developer") to provide up to \$16,200 in HOME Production Program funds as a capital subsidy to lower the development cost and subsequent sale price of the Property on the condition that the property be made exclusively available to income-eligible families in accordance with the Act; and

WHEREAS, the Department as a participating jurisdiction is authorized by the Act to establish contractual guarantees and procedures to ensure that the units of housing provided to income-eligible families continue to be occupied by income-eligible families for at least 10 years, the minimum period of time established at 24 CFR 92.254 pursuant to the amount of HOME Production Program subsidy provided toward each project unit.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to income eligible households at a maximum resale price determined by the Authority for the specified period of time.

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as follows:

- "Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.
- "Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing unit so that they remain affordable to and occupied by Income-Eligible Households for the period of time specified in this agreement.
- "Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative, or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.
- "Authority" shall mean the administrative organization designated by a participating jurisdiction for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement.
- "Base Price" shall mean the fair market price at the start of owner occupancy, minus contributions from the State, municipality and the non-profit developer.
- "Certified Household" shall mean any eligible Household, whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as an Income-Eligible Household from the Authority.
- "Department" shall mean the New Jersey Department of Community Affairs.
- "Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and
- (4) Transfer of ownership by a court order. All other title transfers shall be deemed non-exempt.
- "Fair Market Price" shall mean unrestricted price of a low or moderate income housing unit, if sold at a current real estate market rate.
- "First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.
- "First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Money Mortgage.
- "Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns, or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.
- "Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.
- "Household" shall mean the person or persons occupying a housing unit.
- "Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by USHUD.
- "Income-Eligible Household" shall mean a Household whose total Gross Annual Income is less than 80% of the median gross income figure established by geographic region and household size using income the guideline approved for use by USHUD.
- "Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing units, Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.
- "Participating Jurisdiction" shall mean the government entity administering the HOME Production Program funds which were used to either subsidize the cost of the production of the affordable unit or to assist the Owner in purchasing the unit. In the case of the current document, this shall be the NJ Department of Community Affairs, Division of Housing and Community Resources HOME Production Program.
- "Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.
- "Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing Unit subject to a mortgage commitment and closing.
- "Qualified Non-Profit Organization" shall mean a corporation which has been certified as tax-exempt under Section 501(c)3 of the Internal Revenue Code, whose corporate purposes include the management, acquisition, resale or development of housing affordable to income-eligible families, and which has been qualified in accordance with criteria established by the Participating Jurisdiction.
- "Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.
- "RECD" shall mean Rural Economic and Community Development (formerly known as the Farmers Home Administration), a branch of the U.S. Department of Agriculture.
- "Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit

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including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium or cooperative associations, real estate taxes, and fire, theft, and liability insurance.

"USHUD" shall refer to the United States Department of Housing and Urban Development

II. PROPERTY DESCRIPTION

A. This agreement applies to the Owner's interest in the real estate property commonly known as

Block 59 Lot 14.07
Municipality: West Windsor Township
County: Mercer # of Bedrooms: 2
Complete Street Address and Unit Number
86 Bear Brook Road
City: Princeton
State: New Jersey 08540

A full legal description of this property is attached as Exhibit "A".

III. TERM OF RESTRICTION

- A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership
- B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:
 - 1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above; or
 - 2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.
- C. At the first non-exempt title transaction after the established ending date the Authority shall execute a document in recordable form evidencing that the Affordable Housing Unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

- A. The Owner of an owner-occupied Affordable Housing unit for sale shall not, during the Term of Restriction, sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price. At no time during the Term of the Restriction shall the Resale Price exceed the median purchase price of comparable Single Family Housing in the Trenton Metropolitan Statistical Area, as determined periodically by USHUD
- B. In Non-Exempt Transactions, the Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Income-Eligible Households. In addition, the Purchaser must comply with RECD income eligibility standards if the original loan is to be assumed by the Purchaser
- C. An Owner wishing to enter a transaction that will terminate controls as specified heretofore in Section III TERM OF RESTRICTION shall be obligated to sell the unit under the terms and conditions of the Sec. 502 Rural Housing Program and the Sec. 523 Technical Self-Help Assistance Grant Program of the Housing Act of 1949, 7 CFR Sec. 1944.401 et seq. and 7 CFR Sec. 1944.1 et seq.
- D. The Affordable Housing unit shall be sold in accordance with all rules, regulations and requirements promulgated to implement the Act, the intent of which is to ensure that the Affordable Housing unit remains affordable to and occupied by an Income-Eligible Household throughout the duration of this agreement

V. REQUIREMENTS

- A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than the closing date of the initial sale
- B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in the Section II PROPERTY DESCRIPTION and or Exhibit A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTION of the Agreement.
- C. A mortgage and a mortgage note shall be executed between the Owner and the Authority. These documents shall secure the interest of the Participating Jurisdiction in the Project prior to the ending date of restrictions as specified in Section III TERM OF RESTRICTION, in addition to this Agreement. The mortgage shall be recorded with the records office of Mercer County, New Jersey. This mortgage shall be subordinate to the First Purchase Money Mortgage

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

- A. All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place:
"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT, dated _____ which is filed in the Office of the County Clerk of Mercer County and is also on file with the Authority."
- B. Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

will recorded?

VII. COVENANTS RUNNING WITH LAND

The Provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

- A. In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities during the Term of Restriction.
 - A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as an Income-Eligible household without prior written approval from the Authority
 - B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation
 - C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair
 - D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due
 - E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority
 - F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.
 - G. If the Authority does not refer an eligible household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an eligible household not referred through the Authority. The proposed Purchaser must complete

all required Household Eligibility forms and submit Gross Annual Income Information for verification to the authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was originally restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Authority, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

I. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-Laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

K. The Owner shall have responsibility for fulfilling all requirements for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.

L. The Owner may submit a written request for a Waiver if no Certified Household has executed an agreement to purchase the Affordable Housing unit within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a waiver, the participating Jurisdiction shall have thirty (30) days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a certified Income-Eligible Household. The Participating Jurisdiction may transfer this option to a Qualified Non-Profit Organization. For approval of a Waiver, an Owner must document efforts to sell the unit to an Income-Eligible household. If the waiver is granted, the Owner may offer the unit at the same restricted resale price to a purchaser who has not been certified as income-eligible. The Waiver shall be recorded with the deed at the time of closing and is valid for the designated resale transaction. All future resales are subject to all restrictions in this Agreement.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit except that upon default by the Owner, the Participating Jurisdiction shall be able to exercise its right of first refusal or purchase option as described in this Agreement, prior to the foreclosure.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at the time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee during the Term of Restriction, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds during the Term of Restriction. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the Participating Jurisdiction from acquiring an affordable property prior to foreclosure sale at the approved maximum Resale price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the first Purchase Money Mortgagee are satisfied.

X. VIOLATIONS, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the items of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:
at the address of the property stated in Section II PROPERTY DESCRIPTION hereof.

To the Authority:
at the address stated below:
NJ Department of Community Affairs
Division of Housing and Community Resources
101 S. Broad Street
CN 806
Trenton, New Jersey 08625-0806
Attention: Affordable Housing Management Service

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that, other than the documents executed in conjunction with the First Purchase Money Mortgage, no other Agreement with provisions contradictory of, or in opposition to the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of the instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainders shall be unaffected thereby. In the event that any provision, condition, covenant or restriction hereof, is at the time of the recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them, covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid, and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement. By signing this Agreement the Owner also acknowledges that funds disbursed in accordance with the HOME Investment Partnerships Program (24 CFR Part 92) was used to reduce the purchase price of the Affordable Housing Unit and that he/she has been the beneficiary of this price reduction. The HOME Program is under the jurisdiction of the United States Department of Housing and Urban Development (USHUD). Section 18 U.S.C. 1001 provides among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000, or imprisoned for not more than five years or both.

XVIII. EQUAL OPPORTUNITY AND FAIR HOUSING

The Owner affirms that as a beneficiary of the HOME Investment Partnerships Program he/she will comply with Equal Opportunity and Fair Housing laws which state among other things, that no person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds. In addition, HOME funds must be made available in accordance with the requirement of the Fair Housing Act (42 U.S.C. 3601-20 and implementing regulations), the Civil Rights Act of 1964 (42 U.S.C. 2000d and implementing regulations) (Nondiscrimination in Federally Assisted Programs); prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07 and implementing regulations); and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 and implementing regulations).

XIX. AGREEMENT

The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERMS OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

XX. ACKNOWLEDGMENT

Owner acknowledges receipt of a true copy of this Agreement

Dated: 11/03/97

By: [Signature of Edward]
Signature (Owner)
[Signature of Honorata]
Signature (Co-Owner)

State of New Jersey)

) as

County of Mercer)

Be it remembered, that on this 3rd day of November, 1997, before me the subscriber, _____ personally appeared Edward and Honorata Pierwola, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner/Co-Owner named in the within instrument; that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me, _____ the date aforesaid

[Signature of Anthony J. Apicelli, P.]
Anthony J. Apicelli, P.
Attorney at Law of NJ 3206 PG056

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

To be recorded with Deed pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:16-6 et seq.)

STATE OF NEW JERSEY
COUNTY OF MERCER

SS.

FOR RECORDER'S USE ONLY	
Consideration \$	<u>16,000.00</u>
Realty Transfer Fee \$	<u>16.00</u>
Date	By <u>[Signature]</u>

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

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

Deponent James E. Tyson, being duly sworn according to law upon his/her oath

deposes and says that he/she is the Executive Director of Grantor in a deed dated Nov. 3, 1997

transferring real property identified as Block No. 9 Lot No. 14.07

located at 86 Bear Brook Road, West Windsor Township, Mercer County, New Jersey

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$16,000.00

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

(4) PARTIAL EXEMPTION FROM FEE

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

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

- A) **SENIOR CITIZEN** (See Instruction #8.)
 - Grantor(s) 62 yrs. of age or over. *
 - One or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.
- B) **BLIND** (See Instruction #8.)
 - Grantor(s) legally blind. *
 - One- or two-family residential premises.
 - Owned and occupied by grantor(s) at time of Sale.
 - No joint owners other than spouse or other qualified exempt owners.
- DISABLED** (See Instruction #8.)
 - Grantor(s) permanently and totally disabled. *
 - One or two-family residential premises.
 - Receiving disability payments.
 - Owned and occupied by grantor(s) at time of sale.
 - Not gainfully employed.
 - No joint owners other than spouse or other qualified exempt owners.
- * IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.
- C) **LOW AND MODERATE INCOME HOUSING** (See Instruction #8.)
 - Affordable According to HUD Standards.
 - Meets Income Requirements of Region.
 - Reserved for Occupancy.
 - Subject to Resale Controls.
- D) **NEW CONSTRUCTION** (See Instruction #9.)
 - Entirely new improvement.
 - Not previously used for any purpose.
 - Not previously occupied.

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

Subscribed and sworn to before me this 3rd day of November, 1997

[Signature]
Anthony J. Apicelli, Jr.
Attorney at Law of New Jersey

James E. Tyson, Exec. Dir.
Name of Deponent (sign above line)
86 Barbara Lee Drive
Mortersville, NJ
Address of Deponent

James E. Tyson
Name of Grantor (type above line)
86 Barbara Lee Drive
Mercerville, NJ
Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds			
Instrument Number	<u>10921</u>	County	<u>Mercer</u>
Deed Number	<u>5260</u>	Page	<u>050</u>
Deed Dated	<u>11-3-97</u>	Date Recorded	<u>12-11-97</u>

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

ORIGINAL - To be retained by County.

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

TRIPPLICATE - Is your file copy.

1013206 PG057

ORIGINAL AND COPY MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

COUNTY OF MERCER)

SS:

I CERTIFY that on November 3, 1997, JAMES E. TYSON 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 EXECUTIVE DIRECTOR of BOOTSTRAPS: SELF-HELP HOMES AND COMMUNITIES, INC. a non-profit corporation of the State of New Jersey, named in this document;

(b) the proper corporate seal was affixed; and

(c) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

(d) made this Deed for \$16,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)


ANTHONY J. APICELLI, JR.
ATTORNEY AT LAW OF NEW JERSEY

DEED

Dated: November 3, 1997

BOOTSTRAPS: SELF-HELP HOMES AND COMMUNITIES, INC., a New Jersey non profit corporation

RECORD AND RETURN TO:

TO

EDWARD PIERWOLA AND HONORATA PIERWOLA, H/W

In compliance with the statute I have presented an abstract of the within to the Assessor of the taxing district therein mentioned.

CAROLINE DI GIACOMO STANZO
MERCER COUNTY CLERK

Appendix L:
Enable COAH Alternative Living Survey Arrangement
Survey, Deed and License

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: West Windsor Twp County: Mercer
 Sponsor: Enable Inc Developer: _____
 Block: 11 Lot: 15 Street Address: 2 Bedford Dr.
 Facility Name: _____

Type of Facility:

- Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- Transitional facility for the homeless
- Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- Congregate living arrangement
- Other - Please Specify: _____

Sources of funding committed to the project (check all that apply):

- Capital funding from State - Amount \$ _____
- Balanced Housing - Amount \$ _____
- HUD - Amount \$ _____
- Federal Home Loan Bank - Amount \$ _____
- Farmers Home Administration - Amount \$ _____
- Development fees - Amount \$ _____
- Bank financing - Amount \$ 225,000.00
- Other - Please specify: _____

Please provide a pro forma for proposed projects

Method of Tenant Selection: _____

of total bedrooms 3
 # of low-income residents 5
 # of moderate-income residents _____
 # of market residents _____

Residents qualify as low or moderate income?

Yes No

Length of Controls: _____ years permanent
 Effective Date of Controls: / /
 Expiration Date of Controls: / /
 Average Length of Stay: _____ months (transitional facilities only)

CO Date: 5/24/89

Indicate licensing agency:

DDD DMHS DHSS DCA

Initial License Date: 11/30/73

Current License Date: 6/20/08

The following verification is attached:

- Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.) see att.
- Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)
- Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? Yes No

Age-restricted? Yes No

Population Served (describe): Dev. Disabled Adults

Accessible (in accordance with NJ Barrier Free Subcode)? Yes No

Affirmative Marketing Strategy (check all that apply):

- DDD/DMHS/DHSS/DCA waiting list
- Other (please specify): _____

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Thomas J. Lody, Jr. 10/31/2008
 Project Administrator Date

Certified by: Robert A. ... 12-7-08
 Municipal Housing Liaison Date

License Number GH279



State of New Jersey
DEPARTMENT OF HUMAN SERVICES
GROUP HOME
LICENSE

This is to certify that 2 BENFORD DRIVE

PRINCETON JUNCTION, NJ 08550

Operated by **ENABLE, INC.**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 44B,
and the regulations of this Department, is hereby licensed as a

GROUP HOME
(type of residence) from 5/31/2008
(date issued) for 5 Individuals
(number) effective to 5/31/2009
(expiration date)

Jennifer Velez, Commissioner, Department of Human Services



FIRST AMERICAN TITLE INSURANCE COMPANY

SURVEY ENDORSEMENT

File No. 98067P

Attached to Policy No. 328789

Exception number 1 in Schedule B of this policy is hereby deleted and the following is substituted therefor:

1. Based upon a survey made by David E. Goldenbaum & Associates, Inc. dated June 30, 1980 the Company hereby insures against loss or damage which the insured shall sustain by reason of any encroachments, overlaps, boundary line disputes or easements, except as follows:
 - a) Subject to any state of facts subsequent to above date.

This endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

Dated: 11/07/88

Countersigned:

By _____
Officer or Validating Agent

NOV 10 1988



No 328789

POLICY OF TITLE INSURANCE

ISSUED BY


First American Title Insurance Company


SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:


1. title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. any defect in or lien or encumbrance on such title;
3. lack of a right of access to and from the land; or
4. unmarketability of such title.

IN WITNESS WHEREOF, First American Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY

BY  COUNTERSIGNED




General Land Abstract Company
32 Nassau Street
P.O. Box 115
Princeton, N.J. 08542
(609) 927-6970
Agents for
First American Title Insurance Company



ALTA Owner's Policy
Form B - 1970-M
98067P
ph

SCHEDULE A

Policy No. 328789 Date of Policy 11/07/88 Amount \$ 225,000.00

INSURED

United Cerebral Palsy Association of New Jersey, Inc.

1. Title to the estate or interest covered by this policy at the date hereof is vested in the insured.
Deed from Dorothy W. Woodbury, single, dated October 20, 1988 recorded November 7, 1988 in Deed Book 2465 Page 997.
2. The estate or interest in the land described or referred to in this Schedule covered by this policy is Fee Simple
3. The land referred to in this policy is situated in the State of New Jersey, County of Mercer, Township of West Windsor and is described as follows:

Being known and designated as Tax Lot 15, Section 11, Sheet 15-A, and being more particularly bounded and described as follows to wit:

BEGINNING at the northwesterly terminus of an arc having a radius of 25.00 feet which connects the northerly line of Clarksville Grovers Mill Road (80' wide) with the easterly line of Benford Drive (50' wide), and running, thence;
 1. Northeastwardly on an arc having a radius of 435.00 feet and curving to the right an arc length of 158.48 feet along the said line of Benford Drive to a point, corner to lands now or formerly Robert D. Brown, et ux, thence;
 2. North 80 degrees 18 minutes 00 seconds East, 91.97 feet along the southerly line of said Brown to a point, corner to lands now or formerly Richard J. Stives, et ux, thence;
 3. South 09 degrees 42 minutes 00 seconds East, 180.00 feet along the westerly line of said Stives to a point in the aforementioned northerly line of Clarksville Grovers Mill Road, thence;
 4. South 80 degrees 18 minutes 00 seconds West, 95.52 feet along the same to a point, thence;
 5. Northwestwardly on an arc having a radius of 25.00 feet and curving to the right an arc length of 39.27 feet along the same to the point and place of BEGINNING.

(Continued)

Being also known and designated as Lot 19 on a map entitled "Section Two, Benford Estates" which was duly filed in the Mercer County Clerk's Office on June 27, 1969 as Map No. 1994.



SCHEDULE B

Policy No. 328789

This policy does not insure against loss or damage by reason of the following:

- OMIT
1. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
See Survey Endorsement Attached
 2. Subject to 5 foot wide utility easement as shown on Filed Map No. 1994.
 3. Subject to 40 foot building setback line as shown on Filed Map No. 1994.
 4. Easement recorded in Deed Book 1809, Page 790.
 5. Subject to restrictions set forth on Map No. 1994.
 6. TAXES: Certified as paid through third quarter 1988. Subject to added taxes for additional construction or improvements, if any, pursuant to Chapter 397 of the Laws of 1941, amendments and supplements thereto.
 7. ~~Mortgage made by United Cerebral Palsy Association of New Jersey, Inc., to The First Jersey National Bank/Central, for \$225,000.00 and interest, dated October 15, 1988 recorded November 7, 1988 in Mortgage Book 2289 Page 539.~~

Countersigned

Authorized Signatory



FIRST AMERICAN TITLE INSURANCE COMPANY

SURVEY ENDORSEMENT

File No. 98067P

Attached to Policy No. 328789

Exception number 1 in Schedule B of this policy is hereby deleted and the following is substituted therefor:

1. Based upon a survey made by David E. Goldenbaum & Associates, Inc. dated June 30, 1980 the Company hereby insures against loss or damage which the insured shall sustain by reason of any encroachments, overlaps, boundary line disputes or easements, except as follows:
 - a) Subject to any state of facts subsequent to above date.

This endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

Dated: 11/07/88

Countersigned:

By _____
Officer or Validating Agent

OCT 10 1988

True - The road

002349

ALBERT E. GRAY JR.
COUNTY CLERK

1990 JAN 25 PM 3:38

RECEIVED AND RECORDED
MERCER COUNTY
CLERKS OFFICE

*63752
B. B. B. B.*

In compliance with the statute I have
presented an abstract of the within
to the Assessor of the taxing district
herein mentioned.
Albert E. Driver, Sr.

DEED

Dated: November 30, 1989

UNITED CEREBRAL PALSY ASSOCIATION
OF NEW JERSEY, INC.

Grantor.

TO

UNITED CEREBRAL PALSY OF MERCER
COUNTY, INC.

Grantee.

Record and return to:

KL
KEVIN L. LILLY, ESQUIRE
Jamieson, Moore, Peskin & Spicer
300 Alexander Park
Princeton, New Jersey 08543-5276

*54341
82.00pd
P. M. T.*

032736

RECORDED & RECD
MERCER CO. CLERK'S OFFICE

89 DEC -8 AM 9:49

Albert E. Gray Jr.
COUNTY CLERK



**State of New Jersey
Department of Human Services
Office of Licensing**

LICENSE
ENABLE, INC.
13 Roszel Rd.
Suite B110
Princeton, NJ 08540

*Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department,
is hereby licensed as a*

**Group Home Developmental Disability
for 4 individuals**

at [Redacted]

This License is effective from 07/31/2017 to 07/31/2018

Handwritten signature of Carole Johnson in cursive.

Carole Johnson, Commissioner, Department of Human Services

Appendix M:
SERV Supportive and Special Needs Housing Survey,
License

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: West Windsor Township County: Mercer

Sponsor: SECV Centers of Developer: _____

Block: _____ Lot: _____ Street Address: New Jersey 38 South Mill Road

Facility Name: West Windsor Group Home

Type of Facility:

- Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- Transitional facility for the homeless
- Residential health care facility (licensed by NJ Dept. of Community Affairs)
- Congregate living arrangement
- Other - Please Specify: _____

- Sources of funding committed to the project:
- Capital funding from State - Amount \$ 250,000.00
 - Balanced Housing - Amount \$ _____
 - HUD - Amount \$ _____
 - Federal Home Loan Bank - Amount \$ _____
 - Farmers Home Administration - Amount \$ _____
 - Development fees - Amount \$ _____
 - Bank financing - Amount \$ _____
 - Other - Please specify: _____
- Please provide a pro forma for proposed projects

Total # of clients 5
Total # of low-income clients 5
Total # of moderate-income clients 0
Total # of market-income clients 0

of total bedrooms 3
of low-income bedrooms 3
of moderate-income bedrooms 0
of market-income bedrooms 0

Length of Controls: _____ years
Effective Date of Controls: April 1995
Expiration Date of Controls: Indefinite
Average Length of Stay: 18 months (transitional facilities only)

CO Date: 1/1/1995
Indicate licensing agency:
 DDD DMHS DHSS DCA
Initial License Date: 05/01/95
Current License Date: 5/1/2008

The following verification is attached:

- Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? Yes No

Age-restricted? Yes No 18+ yr older

Population Served (describe): Mental Health Adult Consumers

Accessible (in accordance with NJ Barrier Free Subcode)? Yes No

Affirmative Marketing Strategy (check all that apply):

- DDD/DMHS/DHSS waiting list
- Other (please specify): _____

Robert Hary
Interim Director



State of New Jersey
Department of Health
Division of Certificate of Need & Licensing

LICENSE

SERV Centers of New Jersey, Inc

20 Scotch Road
Ewing, NJ 08628

*In accordance with Department of Human Services regulations, NJAC 10:37A, is
hereby licensed to operate*

**Supervised Residence
for up to 5 Residents**

at
38 S Mill Rd
West Windsor, NJ 08550

This License is effective from 3/20/2018 to 3/20/2020

A handwritten signature in black ink, appearing to read "Shereef Elhahal".

Shereef Elhahal, MD, Commissioner, New Jersey Department of Health

Appendix N:
Eden Village Road West Licenses
(to be inserted at a later date)

Appendix O:
Eden Wood Hollow Road License, Supportive and Special
Needs Housing Survey, Deed, Declaration of Covenants,
Conditions, and Restrictions
(Survey to be inserted at a later date)



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE
EDEN AUTISM SERVICES, INC.
2 Merwick Road
Princeton, NJ 08540

*Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department,
is hereby licensed as a*

Group Home Developmental Disability
for 5 individuals

at



This License is effective from 07/31/2017 to 05/31/2018

A handwritten signature in cursive script, appearing to read "Carol Johnson".

Carol Johnson, Commissioner, Department of Human Services

Mercer County Clerk's Office

Return To:

CHRISTOPHER S TARR ESQ
STEVENS & LEE
100 LENOX DRIVE SUITE 200
LAWRENCEVILLE NJ 08648

EDEN AUTISM SERVICES INC
WEST WINDSOR TWP

Index DEEDS

Book 06135 Page 0516

No. Pages 0005

Instrument MISC DEEDS

Date : 1/09/2012

Time : 9:00:28

Control # 201201090045

INST# RD 2012 000640

Employee ID TROGERS

RECORDING	\$	21.00
RECORDING	\$	19.00
DARM \$3	\$	12.00
NMD1PA	\$	8.00
HTF \$3	\$	3.00
	\$.00
	\$.00
	\$.00
	\$.00
Total:	\$	63.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

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*IT CONTAINS ALL RECORDING INFORMATION *

Paula Sollami-Covello
Mercer County Clerk



005 4p 63-3752
Wet

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION is made this 20th day of December, 2011 by Eden Autism Services, Inc., whose address is 2 Merwick Road, Princeton, New Jersey 08540 (hereinafter referred to as "Eden").

WHEREAS, Eden is the owner of a group home at 3 Wood Hollow Road, West Windsor (hereinafter referred to as "the Property") with seven (7) bedrooms serving five (5) medically fragile autistic adults with ambulatory issues. Such Property was acquired by Eden from Victor R. Pizzolato, Jr. and Judith J. Pizzolato, husband and wife, by deed recorded in Deed Book 5971, pages 191. The Property is more particularly described on Schedule A attached hereto.

WHEREAS, two (2) bedrooms are used for staff members, and five (5) bedrooms are used for the autistic adults being served; and

WHEREAS, Eden A.C.R.E.S., Inc., having subsequently been merged into Eden Autism Services, Inc., entered into an Agreement with the Township of West Windsor (hereinafter referred to as "the Township") dated October 17, 2008 whereby the Township agreed to provide Eden with up to \$142,500 to fund part of the construction and renovation of the Property provided that the bedrooms of the individuals being served were creditable by the New Jersey Council on Affordable Housing and that other terms were met. The Agreement further required Eden to place a 30 year deed restriction on the Property limiting its occupancy to low- and moderate-individuals and staff therefor; and

WHEREAS, it is the intent of this Declaration to ensure that affordability controls are recorded on the Property so as to bind Eden.

NOW THEREFORE, Eden declares and agrees as follows:

1. For at least 30 years commencing with the date this Declaration is recorded, the Property may be used only as a group home for at least five medically fragile autistic adults with ambulatory issues or other developmentally disabled adults, all of whom being low- and moderate-income persons as defined 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.*), as such may be amended from time to time, or successor regulations with respect thereto (hereinafter referred to as "the Regulations"). Each bedroom shall be eligible for a credit as the equivalent unit of a low income housing or moderate income housing as those terms are used in the Regulations and in the New Jersey Fair Housing Act, *N.J.S.A. 52:27D-304*, and by the New Jersey Department of Community Affairs (hereinafter referred to as "the DCA") or such other entities administering municipal fair share obligations pursuant to the Fair Housing Act and the *Mt. Laurel* doctrine.

2. Eden shall provide to the DCA or such other entities administering municipal fair share obligations pursuant to the Fair Housing Act and the *Mt. Laurel* doctrine a certification of service eligibility by the Division of Development Disabilities or such other documentation necessary for purposes of establishing that the group home bedrooms for the individuals being served are creditable for municipal fair share housing purposes. Eden in addition shall prepare and submit to DCA or such other entities administering municipal fair share obligations pursuant to the Fair Housing Act and the *Mt. Laurel* doctrine monitoring forms DCA or such entity or the Township may request.

3. The Township shall have the right to monitor the income levels of the tenants on an annual basis to ensure compliance with low- and moderate-income housing eligibility requirements.


4. The funds paid by the Township to Eden described herein shall be returned to the Township if the group home does not operate for the 30 year restriction period or the minimum number of bedrooms or individuals set forth herein do not receive credit for the municipal affordable housing and fair share purposes.

The covenants set forth above shall run with the land.

IN WITNESS WHEREOF, Eden has caused this instrument to be executed as of the day first above written.

ATTEST:

Eden Autism Services, Inc.



Christopher Tarr, Co-Vice Chair

By: 
Thomas McCool, President and CEO

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX SS.

I CERTIFY that on December 20, 2011, Thomas McCool personally came before me and stated to my satisfaction that this person:

- (a) is the Chief Executive Officer of Eden Autism Services, Inc., the corporation named in and which executed this Declaration;
- (b) was authorized to and did execute this instrument as Chief Executive Officer of that entity; and,
- (c) executed this instrument as the act of that entity.


CHRISTOPHER S. TARR
Attorney-At-Law of New Jersey

Eden DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS.doc 12/6/11

Commonwealth Land Title Insurance Company of New Jersey

**SCHEDULE A
LEGAL DESCRIPTION**

File No **ELTS-004282-08**

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

BEGINNING at a point on the southerly side line of Wood Hollow Road, said point being distant 439.83 feet easterly from its intersection with the easterly side line of Greene Drive, if both were extended, running thence

- (1) South 67 degrees 34 minutes 00 seconds East along the southerly side line of Wood Hollow Road a distance of 73.09 feet to a point of curvature; thence
- (2) Along same on a curve to the right having a radius of 823.71 feet an arc distance of 80.96 feet to a point of tangency; thence
- (3) South 61 degrees 56 minutes 06 seconds East along same a distance of 0.49 feet to a point for a corner; thence
- (4) South 22 degrees 26 minutes 00 seconds West along the division line with Lot 92 a distance of 190.98 feet to a point for a corner; thence
- (5) North 67 degrees 34 minutes 00 seconds West along the division line with Lot 46 a distance of 154.41 feet to a point for a corner; thence
- (6) North 22 degrees 26 minutes 00 seconds East along the division line with Lot 153 a distance of 195.00 feet to the point and place of BEGINNING.

Being known as Lot 154 in Section 15 on a filed map entitled "Final Plan of Proposed Subdivision of Property of Data Associates, Inc." which map was filed in the Mercer County Clerk's Office on March 27, 1972 as map number 2128

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 154 in Block 15.03 on the Township of West Windsor Tax Map.

Record & Return To:
Christopher S. Tarr, Esq.
Stevens & Lee, a P.A.P.C.
100 Lenox Drive, Suite 200
Lawrenceville, NJ 08648

New Jersey Land Title
Insurance Rating Bureau
ALTA Plan Language Commitment 2008

NJRS 3-06
Effective 2/15/2007
FAMJ 34B

Appendix P:
Renaissance 2007 Declaration of Restricted and Protective
Covenants, sample Declaration of Covenants, Conditions
and Restrictions

Mercer County Clerk's Office

Return To:

GIORDANO HALLERAN & CIESLA ESQS
PO BOX 190
MIDDLETOWN NJ 07748

CENTEX HOMES
CENTEX HOMES

Index DEEDS
Book 05690 Page 0035
No. Pages 0088
Instrument MISC DEEDS
Date : 8/06/2007
Time : 1:03:40
Control # 200708060532
INST# RD 2007 035978
Employee ID DENAV

RECORDING \$ 187.00
RECORDING \$ 278.00
DARM \$3 \$ 261.00
NMD1PA \$ 174.00
\$.00
\$.00
\$.00
\$.00
\$.00
\$.00
Total: \$ 900.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

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*IT CONTAINS ALL RECORDING INFORMATION *

Paula Sollami-Covello
Mercer County Clerk



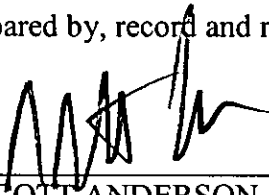
This is not a certified copy

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

FOR

ELEMENTS AT WEST WINDSOR

Prepared by, record and return to:



J. SCOTT ANDERSON, ESQ.
Giordano, Halleran & Ciesla, P.C.
P.O. Box 190
Middletown, New Jersey 07748

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EXHIBITS TO

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

	<u>EXHIBIT</u>
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Site Plan of Project.....	B
Certificate of Incorporation.....	C
By-laws	D

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

ELEMENTS AT WEST WINDSOR

THIS DECLARATION, made this 3 day of August, 2007 by Centex Homes, LLC, a Delaware limited liability company authorized to do business in New Jersey, having offices at 500 Cfang Road, Manalapan, New Jersey 07726 (hereinafter referred to alternatively as the "Grantor," "Developer" or "Sponsor").

WITNESSETH:

WHEREAS, Developer is the owner of those certain lands and premises located in the Township of West Windsor, County of Mercer, State of New Jersey, which certain lands are more particularly described in Schedule A attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the ("Property"); and

WHEREAS, the Property includes or is planned to include one hundred fifty-six (156) single-family, fee-simple residences located on individual Lots (the "Dwellings") together with certain improvements, all as more particularly depicted on the Site Development Plan which is attached hereto as Exhibit B (the "Plan"); and

WHEREAS, the Property is to be developed as a planned retirement community (hereinafter the "Development"); and

WHEREAS, in order to make feasible the ownership and sale of said lands and premises and to preserve the character of the Development and to make possible the fulfillment of the purpose of cooperative living intended, the said Developer is desirous of imposing a general scheme of restrictions covering the said lands and premises of the Property for the protection and benefit of the Developer, its successors and assigns, the Property, and each and every owner of any and all portions thereof; and

WHEREAS, Developer has deemed it advisable to create an association to which shall be delegated and assigned the power and authority to maintain certain portions of the Property and maintain and administer the Common Property, to administer and enforce the covenants and restrictions governing the Property, and to collect and disburse all assessments and charges necessary for such maintenance, administration, and enforcement, all as hereinafter provided; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of New Jersey, a non-profit corporation known and designated as the Elements at West Windsor Homeowners' Association, Inc. as the association to perform the functions aforesaid, and which are hereinafter more fully set forth; and

NOW, THEREFORE, Developer does hereby submit the Property and each and every part thereof to the restrictions governing the ownership, use and occupancy thereof hereinafter

set forth and declares that such restrictions shall be considered as covenants running with the land and be binding upon Developer and all its successors and assigns, and such successors and assigns including all Owners or occupants from time to time thereof by their acquisition of title thereto for their occupancy thereof agree that such lands and premises shall be subject to such ownership, use and occupancy restrictions hereinafter set forth in this Declaration.

ARTICLE I DEFINITIONS

The following words and terms, when used in this Declaration or any supplemental Declaration (unless the context clearly shall indicate otherwise), the Articles of Incorporation or the By-laws of the Homeowners' Association, shall have the following meanings:

- (a) "Affordable Dwelling" shall mean and refer to any of the six (6) Lots to be developed as part of the Project developed for "low and moderate income households" in accordance with the State Fair Housing Act (N.J.S.A. 52:27D-3-11, et seq.) and the rules promulgated by the New Jersey Council on Affordable Housing (N.J.A.C. 5:93). At such time as the affordability controls on an Affordable Dwelling cease, the Affordable Dwelling will become a Market Rate Unit and will be treated accordingly.
- (b) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Elements at West Windsor Homeowners' Association, Inc., a copy of which is attached hereto and made a part hereof as Exhibit C, as the same may, from time to time, be amended.
- (c) "Board" or "Homeowners' Board" shall mean and refer to the Board of Trustees of the Homeowners' Association.
- (d) "By-laws" shall mean and refer to the By-laws of the Homeowners' Association, a copy of which is attached hereto and made a part hereof as Exhibit D, as the same may, from time to time, be amended.
- (e) "Common Property" shall mean those portions of the Property other than the residential building Lots depicted on Exhibit B, attached hereto and made a part hereof, together with all improvements thereto or facilities thereon, including but not limited to the irrigation system serving the Common Property and the individual Lots, or any other real or personal property owned by the Homeowners' Association.
- (f) "Declaration" shall mean and refer to this Declaration of Restrictive and Protective Covenants, as the same may, from time to time, be amended.
- (g) "Developer" or "Sponsor" shall mean and refer to Centex Homes, LLC, a Delaware limited liability company, its successors and assigns.

(h) "Development" shall mean and refer to the 93.7951 acres of land, together with improvements thereon, owned by Developer, upon which Developer plans to ultimately construct one hundred fifty-six (156) single-family, fee-simple residential Dwellings on individual Lots and other improvements together with the recreation facilities and amenities, for the age-restricted planned retirement community known as "Elements at West Windsor."

(i) "Dwelling" shall mean and refer to a single-family, fee-simple residential structure constructed on a Lot by Sponsor for sale to a purchaser.

(j) "Eligible Mortgage Holder" shall mean and refer to those holders, insurers, or guarantors of a first mortgage on a Dwelling who has requested the Homeowners' Association to notify them in writing of any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

(k) "Final Map" shall mean the final subdivision map of the Development as approved by the West Windsor Township Planning Board and filed in the Mercer County Clerk's Office.

(l) "Homeowners' Association" shall mean and refer to the Elements at West Windsor Homeowners' Association, Inc., a New Jersey non-profit corporation, its successors and assigns.

(m) "Homeowners' Association Expenses" shall mean and refer to those expenses (including reserves) which are incurred or assessed by the Homeowners' Association in fulfilling its lawful responsibilities (herein sometimes referred to as an "Assessment" or "Common Expense Assessment").

(n) "Institutional Lender" shall mean and refer to any bank, mortgage banker, savings and loan association and other financial institution or pension fund, which is the owner of a first mortgage of record which encumbers any Lot. The term "Institutional Lender" shall also mean and refer to any Institutional Lender taking a first mortgage position and any Lot Owner who sells to another and takes back a purchase money mortgage.

(o) "Lot" shall mean and refer to that single fee-simple, individually owned building lot shown on any recorded final subdivision map for, and located within any portion of the Property upon which a Dwelling will be constructed. This definition includes Lots for both Affordable Dwellings and Market Rate Dwellings.

(p) "Lot Owner" or "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee-simple title to the Lot,

regardless of whether the Dwelling included on such Lot is designated as an Affordable Dwelling or a Market Rate Dwelling.

- (q) "Market Rate Dwelling" shall initially mean and refer shall mean and refer to any of the one hundred fifty (150) Dwellings and related Lots that are not otherwise defined as Affordable Dwellings and will eventually refer to all Dwellings and related Lots once the affordability controls against the Affordable Dwellings expire, as provided in this Declaration.

(r) "Member" shall mean and refer to all those Lot Owners who are members of the Homeowners' Association as provided in the Articles of Incorporation.

- (s) "Property" shall mean and refer to those premises located in the Township of West Windsor, County of Mercer, State of New Jersey, forming part of the Development, as more particularly described in Exhibit A attached to this Declaration and depicted on the Plan.

- (t) "Special Developers Rights" shall mean and refer to rights reserved for the benefit of a special Developer to (i) complete improvements indicated on the Property, (ii) to exercise any developmental right, (iii) to maintain sales offices, management offices, signs advertising the lots and models, (iv) to use easements through the Common Property for the purpose of making improvements within and without the Property, or (v) to appoint or remove any Trustee or officer of the Homeowners' Association appointed by the Developer during the period of Developer's control.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. The Property. The Property, including every Lot and all Common Property now or hereafter established, is, and shall be, held, transferred, sold, conveyed, leased and occupied, subject to this Declaration and all Exhibits hereto. All present and future Owners and tenants, their guests, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the facilities of the Homeowners' Association, shall be subject to this Declaration, the By-laws, and to such rules and regulations as may be issued by the Homeowners' Board of the Homeowners' Association from time to time to govern the conduct of its members in the use and occupancy of the Property. Ownership, rental or occupancy of any of the Lots in the Property shall be conclusively deemed to mean that said Owner, tenant or occupant has accepted and ratified this Declaration, the By-laws and the Rules and Regulations of the Homeowners' Association and will comply with them. At present, it is intended that one hundred fifty (150) of the Lots located on the Property will be improved with Market Rate Dwellings and that six (6) of the Lots located on the Property will be improved with Affordable Dwellings, which Affordable Dwellings will initially be restricted for occupancy by low and moderate income households in accordance with the State of New Jersey Fair Housing Act, N.J.S.A. 52:27D-3-11 et seq. and the rules promulgated by the New Jersey Council on

Affordable Housing, N.J.A.C. 5:93. Once the restrictions against the Affordable Dwellings expire, they will become Market Rate Dwellings and will be treated as the other Market Rate Dwellings in the Property. However, Sponsor reserves the right to alter the number of Dwellings and their model types in its discretion by way of amendments to this Declaration.

ARTICLE III
PROPERTY RIGHTS IN THE COMMON PROPERTY

SECTION 1. Members Easement Of Enjoyment. Subject to the provisions of this Declaration, the Articles of Incorporation, By-laws and the Rules and Regulations of the Homeowners' Association, every Member shall have a right and easement of enjoyment, in and to the Common Property, and such easement shall be appurtenant to and shall pass with title to every Lot.

SECTION 2. The Common Property. Developer may retain the legal title to the whole or portions of the Common Property until such time as it has completed initial improvements thereon and until such time as, in the judgment of Developer, the Homeowners' Association is able to maintain same. Developer, however, despite any provision to the contrary herein, hereby covenants for itself, its successors and assigns, that it shall convey to the Homeowners' Association all of the Common Property at such time as the Developer, in its sole discretion, determines that the Homeowners' Association is capable of maintaining same and shall be obligated to accept such conveyances and shall properly maintain the Common Property in accordance with this Declaration and the By-laws.

SECTION 3. Easements Reserved to Eligible Mortgage Holders. Any Eligible Mortgage Holder, its officers, agents and employees shall have a blanket, perpetual and non-exclusive easement to enter the Common Property and/or any Lots encumbered by a mortgage owned by it. This right shall be exercised only during reasonable daylight hours and only after advance notice to and with the permission of the Board and the Lot Owner affected.

SECTION 4. Extent Of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Homeowners' Association, as provided in the By-laws to promulgate rules and regulations for the use and the enjoyment of the Common Property or to suspend the enjoyment and voting rights of any Member for any period during which any assessment, interest or penalty charge (herein sometimes collectively referred to as "Assessment") remains unpaid, or for any period during which any infraction of its published rules and regulations continues, it being understood that any suspension for either non-payment of any Assessment or a breach of the rules and regulations of the Homeowners' Association shall not constitute a waiver or discharge of the Member's obligation to pay the Assessment; and

- (b) The right of the Homeowners' Association to charge admission and other fees for the use of the Common Property; and
- (c) The right of the Homeowners' Association to dedicate or transfer all or any part of the Common Property to any municipal, county, state, federal or other public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed upon by the Members, provided that no such dedication, transfer, or determination as to the purposes of or as to the conditions of such dedication or transfer shall become effective unless such dedication, transfer and determination as to purpose and conditions thereof shall be authorized by the vote in person or by proxy of two-thirds (2/3) of the aggregate votes held by all Members of the Homeowners' Association in good standing, and unless written notice of the proposed resolution authorizing such action is sent to every Member at least sixty (60) days in advance of the scheduled meeting, at which such action is to be taken. A true copy of such resolution together with a certificate of a result of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Homeowners' Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property, prior to the recording thereof, in the Office of the Clerk of Mercer County. Such certificate shall be conclusive evidence of authorization by the membership.
- (d) The following easements are hereby established:
- (i) A blanket perpetual and non-exclusive easement in, upon, over, under, across and through the Property (including but not limited to the residential structures constructed upon the Property) for the purpose of the installation, maintenance, repair and replacement of all gas, sewer, water, power and telephone pipes, lines, main conduits, poles, transformers, master television antennas or cable television facilities, sprinkler lines and control boxes, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Property, which easement shall be for the benefit of the Developer, the Homeowners' Association or any governmental agency or utility company which requires same for the purpose of furnishing one or more of the foregoing services.
- (ii) A blanket and non-exclusive easement in, upon, through and over the Property for the purpose of construction, installation, maintenance and repair of any improvements on the Lots, or Common Property and for ingress and egress thereto, and for the use of all roadways, parking areas and walkways for sales

promotion and exhibition purposes which easements shall be for the benefit of (i) Developer, its successors and assigns and shall exist for so long as Developer, its successors and assigns shall be engaged in the construction, development and sale of residential structures on the Property, and (ii) the Homeowners' Association on a perpetual basis in connection with the proper discharge of its responsibilities with respect to the Lots or Common Property.

- (iii) A blanket, perpetual, and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Property to the Township of West Windsor, the Homeowners' Association, the respective officers, agents and employees and all policemen, firemen, and ambulance personnel in the proper performance of their respective duties.
- (iv) A perpetual easement for the benefit of any Lot Owner upon whose Lot the Developer has constructed or shall construct improvements which encroach upon adjoining Lots of Common Property for the continuance of such encroachments, now existing or which may come into existence hereafter, so that any such encroachment may remain undisturbed so long as the improvements are in existence.
- (v) A blanket perpetual and non-exclusive easement in, upon, over, under, across and through the Property for surface run-off and drainage caused by natural forces and elements, grading and/or the improvements located upon the Property. No Lot Owner shall directly or indirectly interfere with or alter the drainage and run-off patterns and systems within the Property.
- (vi) A blanket, perpetual and non-exclusive easement in, over, upon, under, across and through the Property in favor of the Homeowners' Association, through its authorized agents, servants, employees, or contractors, for the purpose of carrying out the provisions contained in Article III, Section 5(a).
- (vii) A blanket and non-exclusive easement in, upon, through and over the Property for the purpose of construction, establishment, installation, maintenance, repair and replacement of all walls, fences and permanent signs placed on the Property by the Developer which easement shall be for the benefit of (i) the Developer, its successors and assigns and shall exist for so long as Developer, its successors and assigns shall be engaged in the construction, development and sale of residential structures on the Property, and (ii) the Homeowners' Association on a perpetual

basis in connection with the proper discharge of its responsibilities with regard to the Lots or Common Property.

- (viii) Easements and rights-of-way for the installation, maintenance, operation, renewal and repair of water, sewer, telephone, electric and gas utilities, television antenna and transmission cable, storm drainage facilities and open drainage swales and ditches are reserved and granted to the appropriate utilities and the Township of West Windsor, as shown on the final map of said lands and premises filed or to be filed in the Office of the Clerk of Mercer County. Within the lines of said easements or rights of-way, no structure, above or below ground, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, operation, maintenance, renewal or repair of said utilities or drainage facilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in said easements. The easement or right-of-way areas of affected lots shall be maintained by the Owner or occupant of the Lot except for the improvements for which a public authority or a utility company is responsible. An easement for underground television antenna and transmission cable is reserved along the Lot lines of all Lots shown on the Plan.

SECTION 5. Restrictions And Covenants Applicable To The Property. In order to preserve the character of the residential community and for the protection of the value of the Lots therein, the Developer hereby declares that the Property shall be subject to all covenants, easements and restrictions of record and to the following restrictions and covenants all of which shall run with the land:

- (a) There shall be no obstruction of access to any Common Property, the use of which, if any, shall be in accordance with the Rules and Regulations promulgated by the Homeowners' Board.
- (b) Developer shall have the right to display signs for promotional, sales, exhibit and administrative purposes upon any portion of the Common Property or upon any Lot owned by it until the last Lot within the Property is sold and conveyed. Developer shall have the right, despite the foregoing, to place permanent signs on certain Lots chosen by Developer prior to the sale of those Lots. Developer shall also have the right to install fencing and walls on the Lots at perimeter sites chosen by Developer. No Lot Owner (other than Developer) or tenant or other person on the Property shall remove, alter, change, interfere with or tamper with, in any way, said signs, walls or fences, which shall be maintained in good condition by the Homeowners' Association and its

Homeowners' Board. The cost of such maintenance shall be treated as a Homeowners' Association Expense, and paid as provided by this Declaration and the By-laws of the Homeowners' Association.

- (c) Parking is not permitted on both sides of the internal roadways within the Development and vehicles may not park on the internal roadways or any other part of the Common Property overnight. No boats, trailers, campers, recreation vehicles, mobile homes or inoperable vehicles may be parked on either the Common Property or the Lots except that this restriction shall not apply to Developer, its employees, agents, contractors and servants.

- (d) No Lot or Dwelling located thereon may be rented for a term of less than one (1) year by a Lot Owner or otherwise utilized for hotel or transient purposes, the foregoing to be evidenced by (i) rental payments for any period less than one (1) year, (ii) any rental if the occupants of the dwelling are provided customary hotel services, such as room service for food and beverages, maid service, furnishings, laundry, linen, and bellboy service. Despite the foregoing, the Developer may rent a Dwelling for a period of less than one (1) year to a bona fide contract purchaser. No Lot Owner may lease less than his entire Lot. Subject to the foregoing limitations, any Lot Owner shall have the right to lease his Lot provided that said lease is in writing and made subject to all provisions of this Declaration, including, but not limited to, the By-laws and other documents referred to herein, including the right of amendment reserved to Developer therein and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease. No leasing shall, however, relieve a Lot Owner from his obligations hereunder and he shall remain primarily responsible therefore. In the event a tenant of a Lot Owner fails to comply with the provisions of this Declaration, the By-laws or Rules and Regulations, then, in addition to all other remedies which it may have, the Homeowners' Association shall notify the Lot Owner of such violations and demand that the same be remedied through the Lot Owner's efforts within thirty (30) days after such notice. If such violations is not remedied within said thirty (30) day period, then the Lot Owner shall immediately thereafter, at his sole cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violations. Such action shall not be compromised or settled without the prior written consent of the Homeowners' Association. In the event the Lot Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty to institute and prosecute such action as attorney in fact for Lot Owner and at the Lot Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Homeowners' Association and shall be deemed to constitute a lien on the particular Lot involved, and collection thereof may

be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Lot, each and every Lot Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney in fact for the purposes described in this subparagraph (d).

(e) No Lot, except those Lots owned by the Developer and used by it as sales offices, administrative and constructive offices or models shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot except as above provided other than a single-family detached dwelling as permitted by the ordinances of the said Township of West Windsor.

(f) No building, fence, wall or other structure of improvement shall be commenced, erected or maintained upon any Lot within the Property, nor shall any exterior addition to or change (including change of external color scheme) or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and location of same shall have been submitted by mail to, and approved, without conditions, in writing, as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee as empowered by the Homeowners' Board to so act. Such Architectural Review Committee shall be established and members appointed to the Architectural Review Committee as provided in the By-laws. In the event said Architectural Review Committee fails to approve, with or without condition, or denies such application within sixty (60) days after said plans and specifications have been submitted to it, approval will be deemed to have been granted without conditions. The Architectural Review Committee, upon its creation, shall adopt design criteria and standards for architectural control which are consistent with the requirements of the Township of West Windsor as applicable, and acceptable aesthetic principles. The Homeowners' Board of the Homeowners' Association, or the Architectural Review Committee with the approval of the Homeowners' Board of the Homeowners' Association, shall have the right to establish additional design criteria and standards from time to time which shall be consistent with or augment those criteria adopted heretofore but which will not apply to the Developer. Despite the above, the Architectural Review Committee shall have the power to grant waivers from architectural design criteria and standards according to procedures and subject to such conditions as may be established by the Homeowners' Board. The Architectural Review Committee's plans and elevation showing standard details for decks and patios must be submitted to the Township Planning and Consulting to demonstrate that any decks or patios will fit within the required setbacks. All applications to any municipal authority for a permit to make an addition, alteration or

improvement on any Lot or to a Dwelling must first be reviewed by the Architectural Review Committee and approved. Any such application must be executed by the Homeowners' Association and then may be submitted to the municipal agency by the Lot Owner. All such approvals by the Homeowners' Association shall not be deemed to incur any liability on the part of the Homeowners' Association to any contractor, subcontractor, or materialman on account of any addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Lot Owner shall promptly furnish the Homeowners' Association with a copy of any such permit which he has procured. The provisions of this paragraph (f) shall not apply to Lots owned by the Developer, its successors and assigns and to be developed in conjunction with the development of the Property. Nothing contained in this subparagraph (f) shall prevent the reasonable adaptation of a lot and home for persons with disabilities.

- (g) Basements are not permitted within any of the Dwellings.
- (h) Any and all Dwellings constructed or erected upon any Lot(s) shall be of a quality of workmanship and materials substantially the same or better than those constructed or erected thereon by the Developer, its successors or assigns.
- (i) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to adjacent Lot Owners or other Lot Owners within the Property.
- (j) No structure of a temporary character, trailer, tent, shack, garage, barn, storage shed, whether manufactured or constructed, or any other outbuilding shall be built or used on any Lot at any time as a residence, either temporarily or permanently.
- (k) No sign of any kind shall be displayed to the public view on any Lot except a professional real estate broker's "For Sale" or other sign provided and erected by the Developer or Association. If a Lot Owner desires to place his/her own "For Sale" sign on a Lot, that Lot Owner must first obtain the prior written consent of the Homeowners' Board.
- (l) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than a total of six (6) birds and two (2) domestic dogs or three (3) domestic cats or one (1) domestic dog and two (2) domestic cats may be kept by a Lot Owner in his or her respective Lot, provided however, that they are not kept, bred or maintained for any commercial purpose. Whenever such animals are taken outside of the Lot, same must, at all times, be accompanied on a leash by a Lot Owner. All household pets must be kept in accordance with all Rules and Regulations

of the Homeowners' Association. No outside animal pens, runs or yards are permitted. So long as same are not bred for a commercial purpose, a Lot Owner can keep an unlimited number of fish.

(m) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(n) No individual water supply system or sewerage disposal system shall be permitted on any Lot and each residential structure on every Lot shall be connected to the public water supply and sewerage disposal system provided in the area. Nothing contained herein shall be deemed to prohibit the construction and installation of individual shallow wells by the Homeowners' Association intended solely for use as a water supply facility for lawn irrigation. The Homeowners' Board of the Homeowners' Association shall grant its prior written permission for any such installation by an Owner of an individual Lot.

(o) Each Lot Owner, tenant or occupant of a Lot shall be prohibited from utilizing or installing air conditioning units through exterior modifications of the Dwellings or through window openings. The only air conditioning units that will be permitted are those units which are considered central in nature and installed on a slab outside of the actual residential structure. In the event that any Lot Owner wishes to install a central air conditioning system in a residential structure, the entire plan and specifications for the installation must be approved by the Homeowners' Association. The individual Lot Owner shall be liable and responsible for the maintenance of any central air conditioning system installed.

(p) No Lot Owner or tenant thereof shall erect or maintain an antenna (except for a satellite dish having a diameter of thirty-six (36") inches or less) on any Lot or building within the Property except as may be authorized by the Homeowners' Association.

(q) Each Lot Owner and tenant thereof shall maintain each Lot in a safe, clean and sanitary manner, in good order and repair and in accordance with all those covenants, conditions, restrictions, rules and regulations as may apply to each Lot. In the event that a Lot shall not be so maintained, the Homeowners' Association shall have the right to enter upon the Lot to maintain the same, after giving the Lot Owner at least fifteen (15) days written notice, to cure any maintenance problems or deficiencies and, in such event, the Homeowners' Association shall have the right to assess the particular Owner with the cost of such maintenance. This shall include but not be limited to the maintenance and upkeep of the individual Lot. The cost of such work shall be assessed against the Lot upon which the

services are performed and shall be due and shall become a part of the Homeowners' Association Expense Assessment levied upon such Lot, and as such shall be a lien and obligation of the Lot Owner as provided herein, except that payment for any work performed pursuant to this Section shall be due upon presentation to the Lot Owner, by notice of the Homeowners' Association's invoice therefore. The Lot Owner may appeal said notice and request a hearing on the matter and such hearing will be granted the Lot Owner within seven (7) days after the Lot Owner's written appeal and request for hearing to the Homeowners' Board has been received. For purposes of this appeal, three (3) members of the Homeowners' Board will constitute a quorum capable of rendering a decision in the matter. At least one (1) of the three (3) members of the Homeowners' Board hearing the appeal will be a resident Trustee. A majority vote of the Trustees hearing the appeal will be sufficient to either allow or deny the appeal. If the appeal is denied, the Lot Owner will have ten (10) days in which to correct the condition. If the condition is not corrected within ten (10) days then the Homeowners' Association may enter and correct the condition as previously indicated. The Homeowners' Association, by its Homeowners' Board, shall have the right to establish rules and regulations governing the exterior maintenance of any residential structure or Lot.

- (r) Each Lot Owner shall maintain fire and extended coverage insurance. The insurance policy shall contain a mortgagee endorsement in the favor of the holder of the mortgage as his interest may appear at the time of loss. Each Lot Owner shall be required to repair, rebuild or replace with new materials of like size, kind and quality as such property had been prior to its damage or destruction by fire or other casualty.
- (s) No motor vehicles including, but not limited to mini bikes, snow mobiles and motorcycles, may be driven on the open space portion of the Common Property.
- (t) No swimming pools may be erected upon any Lot.
- (u) No artificial grass, plants, other artificial vegetation, or alternative ground cover, such as decorative stone, impervious material, gravel or other similar landscaping material, shall be placed or maintained upon the exterior portion of any Lot.
- (v) No unsightly weeds, underbrush or other vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed, remain, or accumulate thereon. In the event that any Lot Owner shall fail or refuse to keep his Lot free of unsightly weeds, underbrush or refuse piles or other vegetation or objects, then the Developer or the Homeowners' Association may enter upon any Lot and remove the same at the sole cost and expense of the Lot Owner.

(w) Intentionally blank.

(x) No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of a Lot or Common Property. Nor shall anything be hung, painted or displayed on the outside walls or outside surfaces of any of the Dwellings. The display or use of items visible in the interior of any Dwelling from the exterior thereof is subject to the Rules and Regulations of the Homeowners' Association. Despite the foregoing, the Sponsor, shall have the right to display signs for promotional, sales, exhibits and administrative purposes upon any portion of the Common Property or upon any Lot owned by it until the last Lot within the Property is sold and conveyed.

(y) Age Limitation.

(i) The Lots within the Property are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Declaration are intended to be consistent with the Fair Housing Amendment Act, 42 U.S.C. Section 3601 *et seq.*, (the "Act") as amended, and the exemption therefrom provided by 42 U.S.C. 3607(b)(2)(C) regarding discrimination based on familial status. The provisions of this Declaration are also intended to be consistent with the provisions of the West Windsor Township Ordinance (the "Ordinance"). The Developer (and the Homeowners' Association once Developer has conveyed all of the Lots intended for the Property) shall have the power to amend this Declaration for the purpose of maintaining its consistency with the Act as it may be amended and any regulations thereunder as may also be amended and any and all other municipal, state or federal ordinances, statutes or laws including, but not limited to the Ordinance. All Lot Owners and residents of any Lots, other than the Developer, agree by the acceptance of a deed to a Lot to be bound by the covenants and restrictions contained herein, together with any rules and regulations which may be promulgated by the Homeowners' Board together with the By-laws of the Homeowners' Association.

(ii) The use and occupancy of the Lots, with limited exception, is limited to individuals of the age of fifty-five (55) years and over in accordance with the "Federal Housing for Older Persons Act of 1995" and as further restricted by the Ordinance. Therefore, occupancy of the Lots is restricted to persons of the age of fifty-five (55) years and over with the following exceptions:

- (1) A member of a couple under the age of fifty-five (55) years who is residing with his/her partner who is fifty-five (55) years of age or older.**
- (2) Emancipated children (as defined under New Jersey law) residing with their parents or parent where one of the parents with whom the child or children are residing is fifty-five (55) years of age or older.**
- (3) One (1) adult under fifty-five (55) years of age will be admitted as a permanent resident if it is established that the presence of such person is essential to the physical care of one or more of the adult occupants fifty-five (55) years of age or older.**

In the event that an Owner of a Lot dies, testate or intestate leaving as heirs one (1) or more persons who do not qualify as to age, these restrictions shall in no way be deemed to restrict the ownership of said Lot by the heirs, provided, however, that said heir or heirs (except for surviving spouses or companions which are otherwise provided for herein), their successors or assigns, shall not reside in the Lot until he or she meets the age requirement (fifty-five (55) years or older together with such other requirements that may be contained herein. In no event may any Dwelling be occupied by any person under the age of nineteen (19) years of age. For the purpose of this section, "occupied" by a person under the age of nineteen (19) years of age means over thirty (30) overnight stays by such a person in any twelve (12) month period.

- (iii) No transfer, sale, gift, lease, assignment or grant of any Lot or living unit shall be made by any Lot Owner to any subsequent prospective purchaser or lessee until the existing Lot Owner who desires to transfer, makes full disclosure to the Homeowners' Board in writing, of the name and address of the prospective occupant, together with evidence that said prospective purchaser or lessee meets all qualifications set forth herein. Said Lot Owner who intends to sell, transfer, give, lease, assign or grant any Lot shall, before entering into any binding agreement for such with any prospective purchaser, grantee, lessee or assignee, submit the evidence in writing as aforesaid to the Homeowners' Board and such Lot Owner shall not execute said agreement without first obtaining the written consent of the Homeowners' Board, which approval cannot be unreasonably withheld provided that the prospective purchaser or intended occupant meets all age qualifications set forth herein. The Homeowners' Board must act**

within ten (10) days of the Lot Owner's submission to the Homeowners' Board. In the event the Homeowners' Board does not act within the time set forth hereinabove and the prospective purchaser meets all qualifications set forth herein, the Homeowners' Board will be deemed to have consented. In the event the Homeowners' Board withholds its consent, the Homeowners' Board shall set forth the reasons for its denial in writing and present same to the Lot Owner at the time the Owner is informed of the Homeowners' Board's decision. If the Lot Owner is dissatisfied with the Homeowner's Board's decision the Lot Owner may request a hearing before the Homeowners' Board, with or without legal counsel present, which hearing will be scheduled by the Homeowners' Board within fifteen (15) days of its written decision. All decisions of the Homeowners' Board after the hearing shall, as with the initial decision, be set forth in writing. The Homeowners' Board must render said decision in writing within five (5) days of the scheduled hearing. Each Lot Owner must include a disclosure of this age restriction in any purchase agreement or lease that it enters into to convey or lease its Lot. Each Lot Owner is responsible for assuring compliance of its Lot with these age related restrictions and any rules of the Homeowners' Association adopted hereunder. EACH LOT OWNER, BY ACCEPTANCE OF TITLE TO A LOT, AGREES TO INDEMNIFY, DEFEND AND HOLD THE HOMEOWNERS' ASSOCIATION AND DEVELOPER HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES AND CAUSES OF ACTION WHICH MAY ARISE FROM FAILURE OF SUCH OWNER TO COMPLY WITH THE RESTRICTIONS SET FORTH HEREIN.

- (iv) The Homeowners' Association is responsible for maintaining age records on all occupied Lots by way of affidavits and surveys requiring the submission of copies of birth certificates or other proofs of age. The Homeowners' Board shall adopt policies, procedures and rules to monitor and maintain compliance with the Act and must periodically distribute these policies to the Lot Owners and occupants of Lots and make copies available upon request. The Homeowners' Association has the power and authority to enforce these age related restrictions as the Homeowners' Board deems appropriate and the Lot Owners hereby appoint the Homeowners' Board as their attorney-in-fact for this purpose. Until Developer has sold the last Lot planned for the Development, the Homeowners' Board may not alter these age related restrictions without Developer's consent.

- (v) The Homeowners' Association is responsible for assuring that signage stating that the Property is intended to be operated for persons over fifty-five (55) years of age remains as posted on the Common Property by Sponsor.
- (z) Each Lot Owner shall be solely responsible for the exterior maintenance of the Lot and Dwelling owned by him, (the Homeowners' Association shall be responsible for the lawn fertilization and mowing around the Dwelling on the Lot) and shall be solely responsible for the expenses and costs therefore, including but not limited to the following: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces and other exterior improvements (as well as maintenance, weeding, etc. of all shrub beds located on the Lot).
- (aa) The Homeowners' Board shall have the power to make such rules and regulations as may be necessary to carry out the intent of these use restrictions and shall have the right to bring lawsuits to enforce the Rules and Regulations promulgated by it. The Homeowners' Board shall further have the right to levy fines for violations of such regulations or the provisions of this Declaration or the By-laws, provided that the fine for a single violation may not, under any circumstances exceed five hundred dollars (\$500.00). For each day a violation continues after notice it may be considered a separate violation. Any fine so levied shall be considered as an assessment levied against a particular Lot Owner involved, and collection may be enforced by the Homeowners' Board in the same manner as the Homeowners' Board is entitled to enforce collection of other assessments. Fines may be levied against a Lot Owner's tenant, and the Lot Owner shall be jointly and severally liable with his tenant for the payment of same. In the event the Homeowners' Association institutes legal action for the collection of any fines, then the Lot Owner shall be responsible for payment of reasonable attorney's fees of the Homeowners' Association plus interest and costs of suit.
- (bb) Nothing set forth in this Declaration shall be construed to prohibit the reasonable adaptation of any lot or dwelling for handicapped use.
- (cc) No garage space within a Dwelling on a Lot may be converted to living space.
- (dd) The kitchen located within the Clubhouse is a catering kitchen. It shall be utilized only for the purposes of heating up, storing and working with food that has been prepared off-site. The preparation of any food in the Clubhouse catering kitchen is prohibited.

ARTICLE IV
ASSESSMENTS

SECTION 1. Creation Of The Lien. Every Lot Owner or co-Owner of a Lot shall automatically, upon becoming such Owner or co-Owner thereof, be a Member of the Homeowners' Association, and shall remain a Member of said Homeowners' Association until such time as his ownership ceases for any reason, at which time his membership of said Association shall automatically cease. Other than as an incident to a lawful transfer of title to a Lot, membership in the Homeowners' Association shall be non-transferable, and any attempt to transfer shall be null and void. Every Lot Owner, by acceptance of a deed or other conveyance for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Homeowners' Association such sums, by way of annual or special Homeowners' Association Expense Assessments, or charges, as hereinafter more particularly described. Each such Assessment, together with such interest thereon, late charges, and cost of collection thereof (including reasonable attorney's fees) shall be a continuing lien upon the Lot against which each such Assessment is made and shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. Further, the Township of West Windsor shall have a continuing lien against each such Lot for its pro-rata share of all real estate taxes due and payable to the Township of West Windsor by the Homeowners' Association for real estate taxes assessed against the Common Property. Such lien shall be apportioned equally among all Lots, and shall be enforceable by the Townships of West Windsor in the manner provided by law with respect to the real estate taxes assessed directly against each such Lot.

In the event that the Homeowners' Association should at any time fail to discharge its obligations to maintain any portion of the Property as required by this Declaration, or to enforce the provisions hereof, the Township of West Windsor shall have the right to so maintain the Property or to enforce such provisions in the same place instead of the Homeowners' Association. The assumption of such maintenance responsibilities shall be in accordance with the procedures set forth in N.J.S.A. 40:55D-43(b). The cost of same shall be assessed, enforced and collected in accordance with the provisions of N.J.S.A. 40:55D-43(c).

The assessment shall be allocated equally among all Lots for which an Initial Certificate of Occupancy has been issued. No Lot Owner may waive or otherwise avoid liability for the aforesaid Homeowners' Association Expenses by non-use of the Common Property, or otherwise. Despite the foregoing, the Developer shall be responsible for the payment of the entire Homeowners' Expense Assessments, attributed to unsold Lots at such time as (i) the Division of the Codes and Standards of the Department of Community Affairs of the State of New Jersey has registered the Lots pursuant to the Planned Real Estate Development Full Disclosure Act, N.J.S.A. 40:22A-21 et. seq., (ii) the Developer has recorded this Declaration against said unsold Lots in the Office of the Clerk of Mercer County, New Jersey and (iii) the Developer has obtained a Certificate of Occupancy for the Dwelling on the Lot. For Lots owned by Developer and under development, but not meeting the aforesaid criteria, developer shall be responsible to pay the portion of the Homeowners' Expense Assessments attributed to said Lots in proportion to the benefits that said Lots provide from the Association's budget.

SECTION 2. Purpose Of Assessments. The annual Homeowners' Association Expense Assessment levied by the Homeowners' Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of Lots, and, costs and expenses incident to the operation of the Homeowners' Association, including, without limitation, maintenance, replacement and repair of the signs, walls and fences placed on the Property by the Developer, the maintenance of services furnished by the Homeowners' Association, the repair and replacement of improvements on the Common Property, payment of all taxes and insurance premiums, and all costs and expenses incidental to the operation and administration of the Homeowners' Association and its facilities and services.

SECTION 3. Amount Of Annual Assessments. It shall be an affirmative obligation of the Homeowners' Association and its Homeowners' Board to fix Homeowners' Association Expense Assessments in an amount sufficient to maintain and operate the Common Property, to maintain improvements which the Homeowners' Association is obligated to so maintain, to pay all taxes on the Common Property, and to place and maintain in full force and effect all of the insurance coverage provided for in the By-laws.

SECTION 4. Date Of Commencement Of Annual Assessments And Due Dates. The annual Homeowners' Association Expense Assessments provided for herein shall commence on the date fixed by the Board to be the date of commencement and shall be due and payable on such dates as may from time to time be prescribed by the Homeowners' Board.

SECTION 5. Special Assessments. In addition to the annual Homeowners' Association Expense Assessments authorized in Section 3 of this Article, the Homeowners' Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary furniture, fixtures, equipment, and other personal property related thereto, or other lawful purpose, including repair or replacement of such walls, fences and signs which the Homeowners' Association shall be obligated to maintain, provided that any such special assessment shall be authorized by the vote in person or by proxy of two-thirds (2/3) of the aggregate votes held by all Members in good standing at a meeting duly called for such purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which notice shall set forth the purpose of the meeting. The Developer will not be responsible to pay any special assessment for any Lots owned and/or under development.

SECTION 6. Subordination Of The Lien To Mortgage. The lien of the Assessments provided for herein shall be subordinate to any lien for past due and unpaid taxes and the lien of any first mortgage or mortgages held by an Institutional Lender now or hereafter placed upon any Lots; provided however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of any such Lot pursuant to a judgment of foreclosure or a deed in lieu of foreclosure. Such sale or transfer shall not relieve any such Lot from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

If an Institutional Lender or other purchaser of a Lot obtains title to such Lot as a result of foreclosure of such first mortgage (or by a deed of conveyance in lieu thereof), such acquirer of title, his successors and assigns, shall not be liable for the Assessments by the Homeowners' Association pertaining to such Lot or chargeable to the former Owner thereof which became due prior to acquisition of title as a result of the foreclosure. Such unpaid sums shall be deemed to be Homeowners' Association Expenses collectable from all of the remaining Lot Owners including such acquirer, his successors and assigns.

Liens for unpaid Assessments may be foreclosed by suit brought in the name of the Homeowners' Association in the same manner as a foreclosure of a mortgage on real property. Subject to the foregoing exceptions, suit to recover a money judgment for unpaid Assessments may be maintained against a record Owner of the Lot as of the effective date of the Assessment or against all subsequent record Owners thereof, without waiving the lien securing same, all of which record Lot Owners shall be jointly and severally liable with respect to same.

SECTION 7. List Of Assessments, Certificate As To Payment. The Homeowners' Board shall cause to be prepared, at least thirty (30) days in advance of the due date of each Assessment, a list of the properties and the Assessments applicable thereto, according to the names of the Lot Owners thereof, which list shall be kept in the office of the Homeowners' Association and shall be open to inspection, upon request, by any Lot Owner. Written notice of the Homeowners' Association Expense Assessment shall be sent to every Lot Owner subject thereto.

The Homeowners' Association shall, upon the request of any Lot Owner or Institutional Lender, furnish to such Lot Owner or mortgagee a certificate in writing, signed by an officer of the Homeowners' Association, indicating the status of Assessment payments for the subject Lot. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

ARTICLE V MISCELLANEOUS SERVICES AUTHORIZED

SECTION 1. Services Which May Be Performed At The Option Of The Homeowners' Association - Procedure. Developer shall have the right to make such improvements and provide such facilities on the Common Property as it considers to be advantageous to the Common Property and to the Owners of Lots within the Property, and the Homeowners' Association shall be obligated to accept such improvements of facilities and to properly maintain the same at its expense. The Homeowners' Association, at its expense, also shall maintain and carry on the services instituted, from time to time, by Developer for the benefit of the Common Property and the Owners of Lots. In addition to such required maintenance of the Common Property and of the improvements of facilities thereon, and the aforesaid services required to be performed, the Homeowners' Association may furnish (but shall not be required to furnish) such services as the Board may from time to time, by resolution, deem appropriate. However, while the Developer maintains the majority of the Homeowners' Board, it shall make no additions, alterations, improvements or purchases not contemplated in its registered Public Offering Statement on file with the Department of Community Affairs, Division of Housing and Development, of the State

of New Jersey which would necessitate a special Assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency.

ARTICLE VI
GENERAL PROVISIONS

SECTION 1. Duration. This Declaration shall be perpetual, run with and bind all the Property, and shall inure to the benefit of and be enforceable by the Homeowners' Association, and the Lot Owners, their respective successors, assigns, heirs, executors, administrators, and personal representatives, except that the covenants and restrictions set forth in Article 4 shall have an initial term of forty (40) years from the date this Declaration is recorded in the Office of the Clerk of Mercer County, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Lot Owners in number and in interest, at the time of the expiration of the initial period, or of any extension period, shall sign an instrument, or instruments (which may be in counterparts), in which they shall agree to terminate any or all of said covenants and restrictions in any manner as may be provided by law; but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Lot Owner at least ninety (90) days in advance of the action taken in authorizing said Agreement, and, in any event, any such agreement shall not become effective and binding until the recording of the aforesaid fully executed instrument or instruments containing such agreement.

SECTION 2. Notice. Any notice required to be sent to any Member under the provisions of this Declaration or the Articles of Incorporation or the By-laws of the Homeowners' Association shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage pre-paid, addressed to the Member or Owner at the last known post office address of the person who appears as a Member on the records of the Homeowners' Association at the time of such mailing. Notice to one (1) or two (2) Owners of a Lot shall constitute notice to all Lot Owners thereof. It shall be the obligation of every Member to immediately notify the Secretary of the Homeowners' Association in writing of any change in address. Valid notice may also be given to members by (1) personal delivery to any occupant of any Dwelling over nineteen (19) years of age, or (2) by affixing said notice to or sliding same under the front door of any Dwelling within the Property.

SECTION 3. Enforcement. Enforcement of this Declaration shall be by any appropriate proceeding in law or equity and any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation or threatened violation, to recover damages, and against a Lot of any member to enforce any lien created by this Declaration. Failure by the Homeowners' Association or any Member to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. In the event that the Homeowners' Association should at any time fail to discharge its obligations to maintain any portion of the Property as required by this Declaration, or to enforce the provisions hereof, the Township of

West Windsor shall have the right to so maintain the Property or to enforce such provisions in the name, and place and stead of the Homeowners' Association. The assumption of such maintenance responsibility shall be in accordance with the procedures set forth in N.J.S.A. 40:55D-43(d). The cost of same shall be assessed, enforced and collected in accordance with the provisions of N.J.S.A. 40:55D-43(c). Despite any limitations as to the applicability of N.J.S.A. 40:55D-43(b) and (c) aforesaid to the maintenance of "open space," the provisions of this subparagraph shall apply to all maintenance obligations of the Homeowners' Association as set forth in this Declaration or otherwise. Should either the Homeowners' Association or any of its Members at any time fail to enforce the provisions hereof, the Township of West Windsor, upon thirty (30) days notice to the Homeowners' Association, shall have the right to institute appropriate legal proceedings in the name of the Homeowners' Association to affect such enforcement.

SECTION 4. Severability. Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and subject matter hereof, such judgment shall in no way affect the other remaining provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

SECTION 5. Amendments. This Declaration may be amended at any time after the date hereof by a vote of at least two-thirds (2/3) of all Members in good standing at any meeting of the Homeowners' Association duly held in accordance with the provisions of the By-laws provided, however, (i) no amendment may be affected which would permit (a) the Homeowners' Association or any Lot Owner to be exempted from the payment of any Homeowners' Association Expenses, or (b) conveyance of any portion of the Common Property to any third person, firm, corporation, without the express consent, by ordinance or otherwise of the governing body of the Township of West Windsor (or such municipal corporation as may then have zoning and subdivision control jurisdiction over the Common Property); and (ii) that any amendment so requiring it under the provisions of Article IX, shall also have the prior written approval of each Institutional Lender. No amendment shall be effective until recorded in the Office of the Clerk of Mercer County, State of New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Developer pursuant to Section 6 hereof. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all of the Lot Owners in the manner required for the execution of a Deed, and such amendment shall be effective when recorded in the Office of the Clerk of Mercer County, New Jersey. Despite the foregoing, so long as the Developer owns at least one (1) Lot and holds the same for sale in the ordinary course of business, no amendment may be made to this Declaration which, in Developer's sole determination, would be detrimental to its completion of the development as planned or the sale of the Lots by Developer.

SECTION 6. By-laws And Administration; Changes In Documents; Power Of Attorney. The Administration of the Common Property shall be by the Homeowners' Association in accordance with the provisions of this Declaration, the Articles of Incorporation, the By-laws, and with any other agreements, documents, amendments or supplements to the foregoing which

may be duly adopted or subsequently be required by any Institutional Lender designated by the Developer or by any governmental agency having regulatory jurisdiction over the Property or by any title insurance company selected by Developer to insure title to any Lots. Developer hereby reserves for itself, its successors and assigns, for a period of ten (10) years from the date that this Declaration is recorded in the office of the Mercer County Clerk, the right to execute on behalf of all contract purchasers, Lot Owners, mortgagees, other lien holders or parties claiming a legal or equitable interest in the Property, any such agreement, documents, amendments or supplements to the above described documents which may be so required by any Institutional Lender, governmental agency or title insurance company; provided however, that no such agreement, document, amendment or supplement which adversely affects the value or increases the financial obligations of the Lot Owners or reserves any additional or special privileges shall be made without the prior written consent of the affected Lot Owner(s) and all owners of any mortgages encumbering same; or as such agreement, document, amendment or supplement adversely affects the priority or validity of any mortgage which encumbers any Lot, without the prior written consent of the owners of any such mortgages.

In addition, Developer reserves the right to amend the Age Limitation set forth herein, in its discretion, as may be permitted or required from time to time by any applicable municipal, state or federal governmental authority which includes the right to increase or decrease the minimum ages for the occupancy of Lots.

By acceptance of a deed to any Lot or by the acceptance of any other legal or equitable interests in the Property, each and every such contract purchaser, Lot Owner, mortgagee or other lien holder or party having a legal or equitable interest in the Property does automatically and irrevocably name, constitute, appoint and confirm Developer, its successors and assigns, as attorney in fact for the purpose of executing such amended Declaration and other instruments necessary to affect the foregoing, subject to the limitations set forth above in the preceding paragraphs.

The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all lots and be binding upon their heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and are intended to deliver all right, title and interest of the principal in and to said powers.

SECTION 7. Articles Of Incorporation And By-laws Of The Homeowners' Association.
All of the provisions of the Articles of Incorporation and By-laws of the Homeowners' Association, copies of which are annexed hereto and made a part hereof as Exhibits C and D respectively, together with all future amendments thereto, are hereby incorporated by reference as though set forth in full.

ARTICLE VII
MISCELLANEOUS PROVISIONS

SECTION 1. Membership In Homeowners' Association. Except as otherwise provided in the Articles of Incorporation or the By-laws, membership in the Homeowners' Association shall be limited to the Owners or Co-Owners of a Lot in the Property. In the event that a Member shall lease or permit another to occupy his Lot, the tenant or occupant shall be permitted to enjoy the facilities of the Homeowners' Association but shall not vote in the affairs of the Homeowners' Association, except as the Member shall permit the tenant or occupant to exercise the proxy vote of the Member. Use of the recreational facilities of the Homeowners' Association shall be limited to occupants of Lots and their guests. Any Lot Owner who does not occupy his Lot shall have the right to use such recreational facilities of the Homeowners' Association upon payment of such reasonable user's fees as shall be established from time to time by the Homeowners' Board. Every lawful transfer of title to the Member's Lot shall include membership in the Homeowners' Association and, upon making such a transfer, the previous Lot Owner's membership shall automatically terminate. Except as provided above, membership in the Homeowners' Association may not be assigned or transferred without the transfer of legal title to a Lot and any attempt at such assigning or transfer thereof shall be void and of no effect. Membership in the Homeowners' Association shall automatically terminate when any Member sells or transfers his Lot. Members of the Homeowners' Association shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership herein. When more than one (1) person holds an interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as provided in the By-laws, but in no event shall more than one vote be cast with respect to any such Lot. A Member shall be deemed to be "in good standing" and entitled to vote at any annual meeting or at any special meeting of the Homeowners' Association if, and only if, he shall have fully paid all Assessments made or levied against him and against his Lot by the Homeowners' Board as herein provided, together with all interest, costs, attorneys fees, penalties and other expenses, if any, properly chargeable to him and against his Lot, at least three (3) days prior to the date fixed for such annual or special meeting.

SECTION 2. Homeowners' Board Of Homeowners' Association. Initially, the Homeowners' Board will be comprised of three (3) Trustees appointed by the Sponsor. As the Lots within the Project are conveyed, the Homeowners' Board shall be extended from three (3) to five (5) Trustees, as the Lot Owners other than Sponsor will incrementally elect the Homeowners' Board and replace the Sponsor appointed Trustees. This "turnover of control" from the Sponsor to the Lot Owners is required by New Jersey Law and is based upon the total number of Lots planned for the Project (one hundred fifty-six (156)). Within sixty (60) days after the Sponsor has conveyed twenty-five percent (25%) of the Lots or thirty-nine (39) Lots to individual purchasers, the Homeowners' Board shall consist of five (5) Trustees, three (3) of whom will be appointed by the Sponsor and two (2) of whom will be elected by the Lot Owners other than Sponsor.

Within sixty (60) days after the Sponsor has conveyed seventy-five percent (75%) or one hundred seventeen (117) Lots of the total number of Lots contemplated for the Project, the Lot

Owners shall be entitled to elect the entire Homeowners' Board, except that the Sponsor shall be entitled to continue to appoint one (1) member of the Homeowners' Board for so long as Sponsor owns and holds for sale at least one (1) Lot in the ordinary course of business. When a Member of the Homeowners' Board who has been elected by the Lot Owners, other than Sponsor, is removed or resigns, that vacancy will be filled by a Lot Owner other than Sponsor. Likewise, in the event that a Member of the Homeowners' Board who has been appointed by the Sponsor is removed or resigns, that vacancy will be filled by another Sponsor appointed Trustee.

The foregoing provisions have been predicated upon the assumption that Developer shall construct one hundred seventeen (117) Lots in the Property. In the event that Developer abandons the construction of Dwellings in the Development, or in the event the Developer has not conveyed title to at least seventy-five percent (75%) of the Lots within ten (10) years from the date of the recordation of this Declaration, the foregoing provisions shall be applied based upon the then existing number of Lots conveyed to parties other than Developer.

SECTION 3. Developer's Protective Provisions. After control of the Homeowners' Board has been vested in Trustees elected by Lot Owners other than Developer, and so long as Developer owns at least one (1) Lot and holds same for sale in the ordinary course of business, the following shall apply:

- (a) Neither the Homeowners' Association or its Homeowners' Board shall take any action that will impair or adversely affect the rights of the Developer or cause the Developer to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Lots, or the Assessment of the Developer as a Lot Owner, or otherwise for capital improvements.
- (b) The Homeowners' Association and its Homeowners' Board shall continue the same level of maintenance, operation and services as provided immediately prior to such assumption of control by the Homeowners' Board except where the By-laws, this Declaration or any other document requires a higher degree of maintenance operation or services in which case the Association and its Homeowners' Board shall provide such higher level.
- (c) The Homeowners' Association shall not take any action that would be detrimental to the sale of Lots by the Developer and shall continue at least the same level of maintenance, operation and services as immediately prior to the assumption of control by the Association until the last Lot is sold.
- (d) In the event there is a breach of any provision of this Section, it is acknowledged that any monetary award which may be available may be an insufficient remedy and therefore in addition to all other remedies, the Developer shall be entitled to injunctive relief restraining the Homeowners' Association from a breach of any provision of this Section.

SECTION 4. Amendment Of Declaration. Developer herewith expressly reserves unto itself the right to amend and supplement the within Declaration, in whole or in part, at any time prior to the conveyance of title or interest in the first Lot by Developer to any third party.

SECTION 5. Interpretation Of Declaration And By-laws. In the event of a conflict of interpretation between the provisions set forth in this Declaration and the By-laws, this Declaration shall govern. In the event that the Internal Revenue Code is hereafter amended or changed, both the Declaration and the By-laws shall be interpreted in such a manner as to conform to the provisions of the Internal Revenue Code with respect to nonprofit entities, it being the intention to preserve the lawful status of the Homeowners' Association as a bona fide and non-profit entity.

SECTION 6. Dissolution.

- (a) In the event it shall be deemed advisable and for the benefit of the Members that the Homeowners' Association should be dissolved, the procedures concerning dissolution set forth in N.J.S.A. 15:1-20 shall be followed.
- (b) The Homeowners' Association shall not be dissolved and shall not dispose of any Common Property (Open Space), as such term is defined in the New Jersey Municipal Land Use Law, except to an organization conceived and established to own and maintain Open Space for the benefit of the Property and, thereafter such organization shall not be dissolved or dispose of any of its Open Space without first offering to dedicate the same to the governing body of the Township in which the Open Space is located.
- (c) In the event of dissolution, the assets, including common surplus, if any, of the Homeowners' Association, after payment of all debts, including mortgages and other encumbrances, shall be distributed pursuant to the final decree of the court.

SECTION 7. Developer Lots. Developer shall not be permitted to cast any votes held by Developer for unsold Lots for the purpose of amending the Declaration or the By-laws for any purpose inconsistent with or not contemplated by the Declaration, the By-laws, or the Public Offering Statement registered with the Department of Community Affairs of the State of New Jersey, under the Planned Real Estate Development Full Disclosure Act, which amendments shall include but not be limited to the changing of the permitted use of a Lot or for the purpose of reducing the Common Property.

SECTION 8. Warranty Claims. For so long as Developer appoints a majority of the Homeowners' Board of the Homeowners' Association, the Developer shall take no action which adversely affects a Lot Owner's rights under N.J.A.C. 5:25-5.5. Claims relative to defects in the Common Property shall be processed in accordance with N.J.A.C. 5:25-5.5, as applicable.

ARTICLE VIII
SPECIAL DEVELOPER'S RIGHTS

SECTION 1. Transfer Of Rights. Special Developer Rights may not be transferred except by an instrument evidencing the transfer recorded in the Office of the County Clerk of Mercer County, New Jersey. The instrument shall not be effective unless executed by the transferee.

SECTION 2. Liability Of Transferor. Upon transfer of any such Special Developer Rights, the liability of the transferor is as follows:

- (a) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him.
- (b) A transferor who retains no such Special Developer Rights has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of any such Special Developer Right by a successor Developer who is not an affiliate of the transferor.

SECTION 3. Foreclosure. Unless otherwise provided in a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under a deed of trust, or sale under bankruptcy laws or receivership proceedings, of any Lots owned by Developer in the Property, a person or entity acquiring title to all the Lots being foreclosed or sold, but only upon his request, succeeds to all such Special Developer Rights or only to any such Special Developer Rights to maintain models, sales offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Developer Rights requested. Upon foreclosure, sale by a trustee under a deed of trust, or sale under bankruptcy laws or receivership proceedings, of all Lots in the Property owned by Developer:

- (a) The Developer ceases to have any such Special Developer Rights, and
- (b) The period of Developer control terminates unless the judgment or instrument conveying title provides for transfer of all such Special Developer Rights to a successor to Developer.

SECTION 4. Liability Of Transferee. The liabilities and obligations of persons who succeed to Special Developer Rights are as follows:

- (a) A successor to all Special Developer Rights who is an affiliate of the Developer is subject to all obligations and liabilities imposed on any Developer by law or by the Declaration.
- (b) A successor to all such Special Developer Rights, other than a successor described in subparagraphs (c) or (d) hereof who is not an affiliate of Developer, is subject to all obligations and liabilities imposed upon Developer by law or the Declaration, but he is not subject to liability for

misrepresentations or warranty obligations on improvements made by any previous Developer or predecessor in title or for a breach of fiduciary obligation by a previous Developer.

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

(d) A successor to all Special Developer Rights who is not an affiliate of Developer and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Lots under subparagraph (c) aforesaid, may declare his intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Developer Rights to any person acquiring title to any Lot owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than the right to control the Board for the duration of any period of Developer control and any attempted exercise of those rights is void. So long as a successor Developer may not exercise special rights under this subparagraph he is not subject to any liability or obligation as a Developer other than liability for the successor's acts and omissions under the Declaration.

(e) Nothing in this Article subjects any successor to a Special Developer Rights to any claims against or other obligations of a transferor other than claims and obligations arising under the Declaration.

ARTICLE IX INSTITUTIONAL LENDERS RIGHTS

SECTION 1. Association Liens. Despite anything to the contrary in the Declaration or the By-laws or Articles of Incorporation, the following shall apply with respect to each Institutional Lender having an interest in a Lot.

(a) The prior written approval of fifty-one percent (51%) of the Institutional Lenders holding a first mortgage lien on any Lot in the Property is required for the following: (i) any material amendment to the Declaration, the By-laws or Articles of Incorporation, including, but not limited to: any amendment which would change the number of votes of a Lot Owner in the Homeowners' Association; the purpose to which any Lot or the Common Property are restricted; the obligation to pay common expense assessments; the power to file Homeowners' Association Expense Assessment liens; the subordination of common expense assessment liens; the necessity for reserves for maintenance, repairs and replacement of Common Property; the responsibility for maintenance and repairs; the

reallocation of rights to use Common Property; the need for insurance for the Common Property; the leasing of Lots; the imposition of any restrictions on a Lot Owner's right to sell or transfer his Lot; the restoration or repair of the Common Property in a manner other than provided in the Declaration, By-laws or Articles of Incorporation; any provisions that expressly benefit mortgage holders, insurers and guarantors. Where the addition or amendment is not material, an institutional holder of a first mortgage who receives a written notice pursuant to the provisions of this subsection (a) and does not deliver to the Homeowners' Association a negative response within thirty (30) days of receipt of said notice shall be deemed to have approved such request.

(b) No Lot in the Property may be partitioned or subdivided without the prior written approval of any Institutional Lender for such Lot.

- (c) Any lien the Homeowners' Association may have on any Lot in the Property for the payment of Homeowners' Association Common Expense Assessments attributable to each Lot is subordinate to the lien or equivalent security interest of any mortgage on the Lot recorded prior to the date any such Homeowners' Association Expense Assessment became due.
- (d) Any mortgagee holding an interest in the Property or a Lot therein shall upon request, be permitted to inspect the books and records of the Homeowners' Association during normal business hours; (ii) receive an annual audited financial statement of the Homeowners' Association within ninety (90) days following the end of any fiscal year of the Homeowners' Association; (iii) receive written notice of all meetings of the Homeowners' Association and be permitted to designate a representative to attend all such meetings; and (iv) receive written notices of any default under the Declaration, By-laws, Rules & Regulations which default has not been cured by Lot Owner within sixty (60) days after written notice by Association (v) receive written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Homeowners' Association;
- (e) In the event of substantial damage to or destruction of any Lot or any part of the Common Property, any Mortgagee which may be affected shall, upon request, be entitled to timely written notice of any such damage or destruction. No Lot Owner or other party shall have priority over such Mortgagee with respect to the distribution to such Lot of any insurance proceeds.
- (f) If any Lot or portion thereof, or the Common Property or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning

authority, then the Institutional Lender holding a mortgage on the Lot(s) is, upon request, entitled to timely written notice of any such proceeding or proposed acquisition and no Lot Owner or other party shall have priority over such Institutional Lender with respect to the distribution to such Lot(s) of the proceeds of any award or settlement.

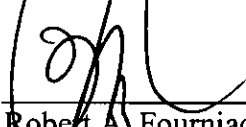
- (g) Any Institutional Lender who holds a mortgage lien on a Lot who obtains title to the Lot as a result of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assignees, is not liable for the share of Homeowners' Association Expenses or other Assessments by the Homeowners' Association pertaining to such Lot or chargeable to the former Lot Owner which became due prior to acquisition of title. Such unpaid share of Homeowners' Association Expenses and other Assessments shall be deemed to be Homeowners' Association Expenses collectible from all of the remaining Lot Owners including such acquirer, his successors and assigns.
- (h) Any management agreement for the Homeowners' Association will be terminable by the Homeowners' Association with or without cause upon ninety (90) days prior written notice thereof, and the term of any such agreement shall not exceed two (2) years.
- (i) Despite the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a Homeowners' Association Expense Assessment with respect to any Lot either regular or special, any mortgagee holding a mortgage on such Lot shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

IN WITNESS WHEREOF, Centex Homes, LLC has caused these presents to be signed by its proper corporate officers and its corporate seal to be hereunto affixed the date and year first above written.

WITNESS:


Ann Marie McWay,
Assistant Secretary

CENTEX HOMES, LLC

By: 
Robert A. Fourniadis,
Senior Vice President

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

ELEMENTS AT WEST WINDSOR

EXHIBIT A

METES AND BOUNDS DESCRIPTION



FLANNERY, WEBB & HANSEN, P.A.

CIVIL ENGINEERS • LAND SURVEYORS • SITE PLANNERS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL CONSULTANTS

1010 054
March 31, 2005

DESCRIPTION OF RESIDENTIAL LOTS, OPEN SPACE LOTS AND PRIVATE ROADWAYS * BLOCK 28 WEST WINDSOR TOWNSHIP, MERCER COUNTY, NEW JERSEY

The following is a description of property situated in West Windsor Township, Mercer County, New Jersey.

Being known and designated as Lots 101.01-101.20, 102.01-102.25, 103.01-103.19, 104.01-104.26, 105.01-105.11, 106.01-106.53 and Lot 106.55 * Block 28 as shown on the West Windsor Township Tax Map as shown on a map entitled "Final Plat, Preliminary and Final Major Subdivision, Renaissance at West Windsor, Lot 5, Block 28, situated in West Windsor Township, Mercer County, N.J." prepared by Flannery, Webb & Hansen, P.A., dated January 4, 2004, revised through 3/29/05 and being more particularly described as follows:

BEGINNING at a point of intersection of the Northwesterly Right-of-Way of Old Trenton Road (50' from centerline) A K A County Route No. 535 and the Division Line between Lots 5 and 15.01 Block 28 and running thence:

1. Along the said Right-of-Way of Old Trenton Road, South $58^{\circ}36'35''$ West, 2214.92 feet to a point, thence
2. Along the Division Line of Lots 106.53 and 106.54 * Block 28 the following 20 courses, North $31^{\circ}23'25''$ West, 320.22 feet to a point; thence
3. North $63^{\circ}36'33''$ West, 486.17 feet to a point, thence
4. South $85^{\circ}14'11''$ West, 316.49 feet to a point; thence
5. South $21^{\circ}04'08''$ West, 289.01 feet to a point; thence
6. South $69^{\circ}10'00''$ West, 144.14 feet to a point; thence
7. North $66^{\circ}37'51''$ West, 420.79 feet to a point, thence
8. North $27^{\circ}02'21''$ West, 451.07 feet to a point, thence
9. North $33^{\circ}14'49''$ East, 256.59 feet to a point; thence
10. North $44^{\circ}26'05''$ East, 378.44 feet to a point; thence
11. North $44^{\circ}01'09''$ East, 90.79 feet to a point, thence

FLANNERY, WEBB & HANSEN, P.A.

12. North 56°57'37" East, 406.88 feet to a point; thence
13. North 66°48'51" East, 228.58 feet to a point; thence
14. South 68°46'50" East, 132.72 feet to a point; thence
15. North 89°52'01" East, 132.25 feet to a point; thence
16. North 52°36'10" East, 135.31 feet to a point; thence
17. North 65°43'18" East, 186.39 feet to a point; thence
18. North 78°29'08" East, 159.75 feet to a point; thence
19. North 57°31'05" East, 123.32 feet to a point, thence
20. North 83°13'29" East, 64.22 feet to a point, thence
21. North 30°48'11" East, 559.34 feet to a point; thence
22. Along the Division Line of Lots 5, 15 and 15.01, * Block 28, South 52°50'31" East,
1850.69 feet to the point and place of BEGINNING

Containing 4,094,859 S.F. (94.0050 AC.)

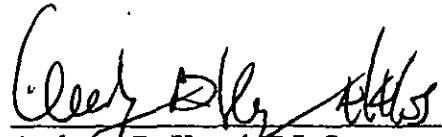
Lots 101.01-101.19, 102.01-102.05, 102.07-102.20, 102.21-102.25, 103.01-103.05, 103.07-103.14, 103.15-103.19, 104.01-104.09, 104.11-104.17, 104.18-104.25, 105.01-105.07, 105.09-105.14, 105.15-105.21, 106.01-106.29, 106.31-106.52 are residential lots and are subject to drainage easements, sight triangle easements, 100' perimeter buffer setbacks, sanitary sewer easements, and building setbacks as indicated on the aforementioned final plats.

Lots 101.20, 102.06, 103.06, 104.26, 105.08 and 106.53 are open space lots subject to landscape and sidewalk easements, conservation and greenbelt easements, sanitary sewer easement, wetlands buffer line, stream encroachment line and D&RCC Stream corridor buffer line.

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Lot 106.30 is the homeowners' recreation Lot subject to a D & RCC stream corridor buffer line.

Lot 106.55 is the tax lot number for the private roadways, known as Falstaff Street (80' right-of-way), Bantone Boulevard (80' right-of-way), San Marco Street (50' right-of-way), Clermont Way (50' right-of-way), Verona Drive (50' right-of-way), Orleans Street (50' right-of-way) and Fusary Drive (50' right-of-way) and are subject to a blanket sanitary sewer easement to township of West Windsor as shown on the aforementioned final plats.



Anthony B. Koval, P.L.S.
N.J. Professional Land Surveyor
License No. 32117

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

ELEMENTS AT WEST WINDSOR

EXHIBIT B

SITE PLAN

This is not a certified copy

SEE SHEET FROM SAME PROJECT FOR DIMENSIONS

Lot No.	Area (sq. ft.)	Area (sq. m.)
1	10,000	914.4
2	10,000	914.4
3	10,000	914.4
4	10,000	914.4
5	10,000	914.4
6	10,000	914.4
7	10,000	914.4
8	10,000	914.4
9	10,000	914.4
10	10,000	914.4
11	10,000	914.4
12	10,000	914.4
13	10,000	914.4
14	10,000	914.4
15	10,000	914.4
16	10,000	914.4
17	10,000	914.4
18	10,000	914.4
19	10,000	914.4
20	10,000	914.4
21	10,000	914.4
22	10,000	914.4
23	10,000	914.4
24	10,000	914.4
25	10,000	914.4
26	10,000	914.4
27	10,000	914.4
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1. The area shown on this plan is subject to the provisions of the applicable zoning ordinance and the provisions of the applicable subdivision ordinance.

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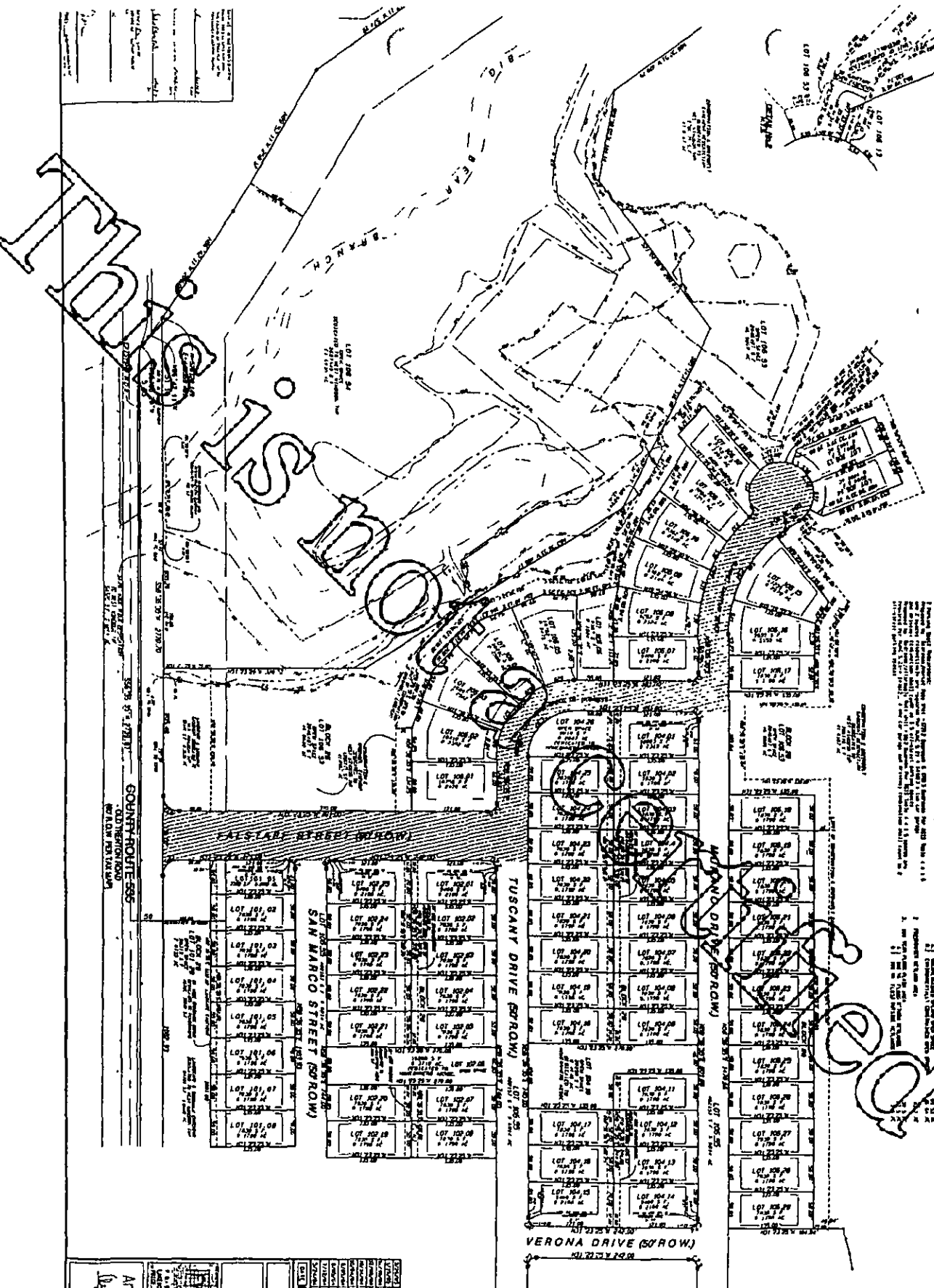
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FINAL PLAN

PRELIMINARY AND FINAL LAYOUT SUBMITTING RENAISSANCE AT WEST WINDSOR LOT 6 WINDSOR BLOCK 28 WEST WINDSOR TOWN, WINDSOR CO. N.E.

FLANNERY WEBB & ASSOCIATES

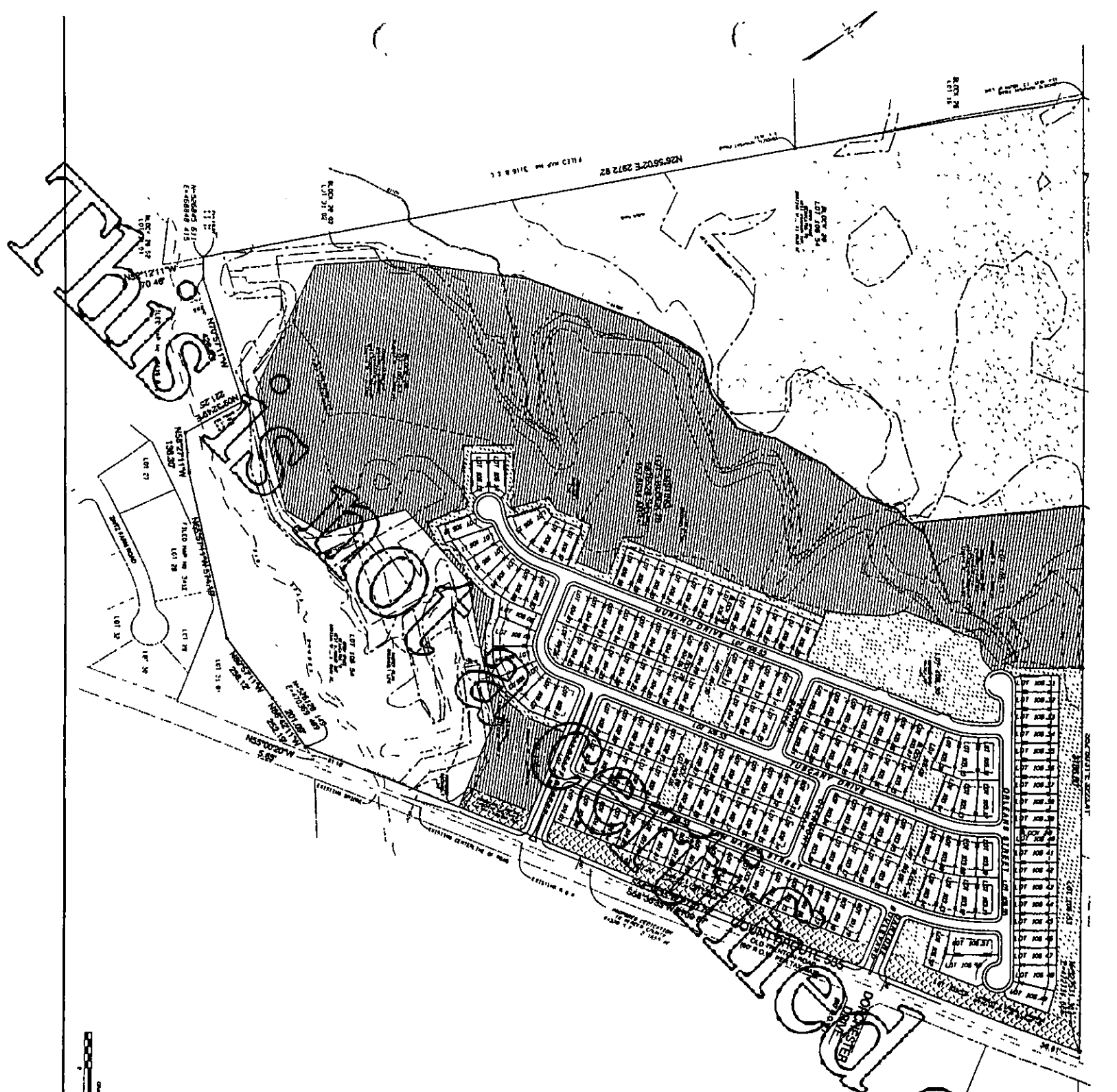
1000 WEST WINDSOR AVENUE, SUITE 100, WINDSOR, CO. 80550

Anthony B. Koval

1000 WEST WINDSOR AVENUE, SUITE 100, WINDSOR, CO. 80550

1000 WEST WINDSOR AVENUE, SUITE 100, WINDSOR, CO. 80550

1000 WEST WINDSOR AVENUE, SUITE 100, WINDSOR, CO. 80550



- LEGEND**
- LAND DESIGN TO MATCH HANCOCK TOWNSHIP WITH PUBLIC ACCESS 6.7 AC
 - HANCOCK ASSOCIATION LAND WITH CONSERVATION AND OPEN SPACE DEDEDICATED TO NP 40 AC
 - HANCOCK ASSOCIATION LAND WITH LANDSCAPE AND OPEN SPACE DEDEDICATED TO NP 5.8 AC
 - HANCOCK ASSOCIATION LAND WITHOUT OPEN SPACE 8.8 AC

GRAPHIC SCALE 1" = 100'

NO.	DESCRIPTION	AREA (AC)
1	LOT 1	1.2
2	LOT 2	1.2
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DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

ELEMENTS AT WEST WINDSOR

EXHIBIT C

CERTIFICATE OF INCORPORATION

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Fax:

Jun 20 2007 10:03am P002/003
T-875 P 003/006 F-106

Jun-19-2007 12:30pm From-

C-102B Rev. 8/02

CGN
FILED
JUN 19 2007
STATE TREASURER
0100958105

New Jersey Division of Revenue
Certificate of Amendment to the Certificate of Incorporation
(For Use by Domestic Non-profit Corporations)

Pursuant to the provisions of Title 15A:9-4 New Jersey Non-profit Corporation Act, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

1. NEW Name of Corporation: **Elements at West Windsor Homeowners' Association, Inc.**

OLD Name of Corporation: **Renaissance at West Windsor Homeowners' Association, Inc.**

2. Corporation Number: **0100958105**

3. The following Articles of the Certificate of Incorporation are hereby amended:

ARTICLE I is amended to reflect name change as follows:

Elements at West Windsor Homeowners' Association, Inc.

ARTICLE IV and ARTICLE V are amended to reflect name change as follows:

Elements at West Windsor

ARTICLE VI is amended to change Trustees as follows:

**Robert Fourniadis
500 Craig Road, Manalapan, NJ 07726**

**Fred Marx
500 Craig Road, Manalapan, NJ 07726**

**Chris Byrnes
500 Craig Road, Manalapan, NJ 07726**

4. The corporation ___ has does not have members.

A. For Corporations WITH members:

Number entitled to vote _____ Voting FOR _____ Voting AGAINST _____

If any class or classes of members are entitled to vote as a class, set forth the number of members of each class, the series of votes of each class voting for and against, and the number of members present at the meeting. OR

___ Adoption was unanimous written consent without meeting.

Date of Adoption: _____

B For Corporations WITHOUT members:

Number of Trustees 3 _____ Voting FOR 3 _____ Voting AGAINST 0 _____

Trustees presents at meeting _____ OR

Adoption was unanimous written consent without meeting.

Date of Adoption: June 1, 2007

S 1854828
J 3477693

Fax:

Jun 20 2007 10:03am P003/003
T-675 P 004/006 F-106

Jun-18-2007 12:30pm From:

5 Other Provisions

Signature: [Handwritten Signature]

Date: 6/18/07

(Must be Ch. Of Bd. Pres. or Vice Pres)

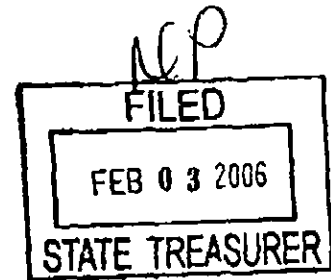
Name: Robert A Fourniadis, President
(Type Name and Title)

This document MUST be filed in triplicate.

NJ Division of Revenue, PO Box 308, Trenton, NJ 08646

.DDM\APC\DOCS\ghcdocs\897021

THIS IS NOT A CERTIFIED COPY



CERTIFICATE OF INCORPORATION
OF

RENAISSANCE AT WEST WINDSOR HOMEOWNERS' ASSOCIATION, INC

In compliance with the requirements of Title 15A, Chapter 1 et. seq. of the Revised Statutes of New Jersey, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purposes of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is "Renaissance at West Windsor Homeowners' Association, Inc."

ARTICLE II

The principal office of the Homeowners' Association is located at 500 Craig Road, Manalapan, New Jersey, 07726

ARTICLE III

Robert A. Fourmiadis, whose address is c/o 500 Craig Road, Manalapan, New Jersey 07726, is hereby appointed the initial registered agent of this Homeowners' Association

ARTICLE IV

Purposes and Powers of the Association. This Homeowners' Association is hereby created and incorporated for the purpose of serving as the homeowners' association for the planned retirement community to be known as "Renaissance at West Windsor" which is intended to be developed on the tract of land currently designated as Lot 5 in Block 28 on the Official Tax Map of the Township of West Windsor, Mercer County, New Jersey

This Homeowners' Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for the ownership, administration, management, preservation, utilization and control of the common property of the Homeowners' Association (the "Common Property") as described in that certain Declaration of Restrictive and Protective Covenants establishing various rights and obligations for the Lot Owners in Renaissance at West Windsor (the "Declaration") who are all Members of the Homeowners' Association, which Declaration is intended to be recorded in the office of the Clerk of Mercer County, New Jersey. In connection with the use of the Common Property, the Homeowners' Association shall promote the health, safety and welfare of the Members and shall have the following powers:

5 1656714
A 3120440

0100958105

(a) to exercise all the powers and privileges and to perform all of the duties and obligations of the Homeowners' Association as set forth in the Declaration and the Bylaws of the Homeowners' Association (the "Bylaws"), as the same may be amended from time to time as therein provided, said Declaration and Bylaws, as they may be from time to time amended, being incorporated herein as if set forth at length;

(b) to fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of said Bylaws of the Homeowners' Association, to pay all expenses incident to the conduct of the business of the Homeowners' Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Homeowners' Association;

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

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

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

ARTICLE V

Membership. Every person or entity who is a record owner of a fee-simple interest in a residential lot and dwelling in Renaissance at West Windsor (collectively, a "Dwelling") described in the Declaration shall be a Member of the Homeowners' Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of any Dwelling shall be the sole qualification for membership.

ARTICLE VI

Board of Trustees. The affairs of the Homeowners' Association shall be managed by a Board of Trustees (the "Board"). The initial Board shall be composed of three (3) persons who need not be Members of the Homeowners' Association. The number of Trustees may be changed pursuant to the Bylaws of the Homeowners' Association. The names and addresses of the persons who are to act in the capacity of Trustees until the selection of their successors are:

Robert A. Fournadis
500 Craig Road, Manalapan, NJ 07726

Donald Collins
500 Craig Road, Manalapan, NJ 07726

Gregory Salinas
500 Craig Road, Manalapan, NJ 07726

The Board, excluding the initial Board, shall be elected in the manner provided by the Declaration and the Bylaws of the Homeowners' Association.

The Trustees, and the officers of the Homeowners' Association, shall not be personally liable to the Homeowners' Association or its Members for damages for breach of any duty owed to the Homeowners' Association or its Members to the extent permitted by law, except that the Trustees and officers will not be excused from liability for any breach of duty based upon an act or omission that is in the breach of such person's duty of loyalty to the Homeowners' Association or its Members, not in good faith, involving a knowing violation of law, or resulting in receipt by such person of an improper benefit.

ARTICLE VII

Duration. The corporation shall exist perpetually.

ARTICLE VIII

Finances. The activities of the Corporation shall be financed through maintenance fees collected from its Members in accordance with the Declaration and the Bylaws of the Corporation and/or through direct assessment of its Members by the Board of Trustees in accordance with the Declaration and the Bylaws of the Corporation. All funds derived by the Corporation as a result of the receipt of maintenance fees and/or assessments will be expended solely for the purposes set forth in Article IV and no portion of said funds shall be paid or given to or received by any Officer or Member of the Corporation.

ARTICLE IX

Incorporator. The name and address of the Incorporator is: Scott Anderson, Esq., Giordano, Halleran & Ciesla, P.C., 125 Half Mile Road, Red Bank, New Jersey 07701.

ARTICLE X

Mergers and Consolidations. To the extent permitted by law, the Homeowners' Association may participate in mergers and consolidations with other non-profit associations organized for the same general purposes, provided that any such merger or consolidation shall have the assent of seventy-five percent (75%) of the votes present and entitled to be cast at any meeting of the Homeowners' Association, duly constituted for such purposes, a quorum being present

ARTICLE XI

Amendments These Articles may be amended at any meeting of the Homeowners' Association duly constituted for such purpose, a quorum being present, by an affirmative vote of seventy-five percent (75%) of the votes present and entitled to be cast.

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ARTICLE XII

Dissolution. Upon dissolution, the method of dissolution of the assets of the Homeowners' Association shall be as provided in the Bylaws of the Homeowners' Association.

IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of New Jersey, the undersigned, the incorporator of this Association, has executed this Certificate of Incorporation this 3rd day of February, 2006.

J. Scott Anderson
J. SCOTT ANDERSON, ESQ.

STATE OF NEW JERSEY : SS.
COUNTY OF MONMOUTH .

BE IT REMEMBERED, that on this 3rd day of February, 2006 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared J. Scott Anderson, Esq who, I am satisfied is the person named in and who executed the within Instrument, and thereupon acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

Thomas M. Hanley

ODMAVPCDOCS\ghcdocr\4559741

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DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

ELEMENTS AT WEST WINDSOR

EXHIBIT D

BYLAWS

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**BY-LAWS
ELEMENTS AT WEST WINDSOR HOMEOWNERS' ASSOCIATION, INC.**

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BY-LAWS
OF

ELEMENTS AT WEST WINDSOR HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I – NATURE OF BY-LAWS AND DEFINITIONS

Section 1. These By-Laws are intended to govern the administration of Elements at West Windsor Homeowners' Association, Inc., a non-profit membership corporation organized under Title 15A of the Revised Statutes of New Jersey, together with the management, administration, utilization and maintenance of the Common Property described in the Declaration.

Section 2. Unless it is plainly evident from the context that a different meaning is intended, all definitions set forth in the Declaration are incorporated herein by reference.

ARTICLE II – MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Lot Owner shall be a member of the Homeowners' Association, subject to the provisions of these By-Laws and any rules and regulations promulgated by the Homeowners' Board. Membership in the Homeowners' Association shall lapse and terminate when any Member shall cease to be the record Owner of a Lot.

Section 2. Voting Rights. There shall be one hundred fifty-six (156) votes in the Homeowners' Association (or such lesser number representing the total number of Lots governed by the Declaration and all of the amendments thereto), each of equal weight, all of which shall be held by the Developer, who shall be deemed to be a Member of the Homeowners' Association; provided, however, that upon each conveyance of title to a Lot by Developer to another Lot Owner, such Lot Owner shall become entitled to one (1) vote for each Lot purchased, and the number of votes held by Developer shall be reduced accordingly. Developer's votes shall be cast by such persons as it may from time to time designate. Votes not held by Developer shall be cast in person or by proxy, as otherwise provided herein. Despite anything to the contrary herein, it is understood that in the event that the number of Lots ultimately established upon the Property is less than one hundred fifty-six (156) the number of votes in the Homeowners' Association shall be equal to the number of Lots established under the Declaration.

Section 3. Interest in the Common Property. Each Lot Owner, including Developer, shall have a membership interest in the Homeowners' Association and an ownership interest in and to the Common Property equal to and in proportion with the number of votes which he holds pursuant to Section 2 hereof. Such interest shall be appurtenant to and indivisible from ownership of his Lot or, in Developer's case only, from ownership of any proposed Lots for which final subdivision is contemplated by the Declaration and has not yet been obtained. Each Lot Owner who is entitled to membership in the Homeowners' Association pursuant to these By-Laws shall be privileged to use and enjoy the Common Property subject to the right of the

Homeowners' Association to promulgate rules and regulations governing such use and enjoyment, and subject further to the provisions of Section 4 of this Article.

Section 4. Suspension of Rights. The membership rights of any Lot Owner (including, but not limited to, the right to vote) may be suspended by action of the Homeowners' Board during the period when such Lot Owner's Assessments remain unpaid; but upon payment of such Lot Owner's unpaid Assessments (whether by check or cash), his rights and privileges shall be automatically restored. If the Homeowners' Board has adopted and published rules and regulations governing the use of the Common Property and the personal conduct of persons thereon, the Homeowners' Board may, in its discretion, suspend the rights and privileges of any such person for violations of any such rules and regulations for a period not to exceed thirty (30) days for any such rights and privileges may be suspended indefinitely until such time as the violation is abated. No such action shall be taken by the Homeowners' Board until the Lot Owner is afforded an opportunity for a hearing consistent with the principles of due process of law.

Section 5. Proxies and Absentee Ballots. Proxy and absentee ballots shall be permitted with respect to all elections and all amendments to the Articles of Incorporation, the Declaration, these By-Laws, or any other matter to come before a meeting of the membership of the Homeowners' Association. All proxies and absentee ballots shall be in writing, signed by the individual Member (or in the case of joint owners, by any one of them), or by his or their duly authorized representative(s), and delivered to the Secretary of the Homeowners' Association, or such other person as the President may designate, at least twenty-four (24) hours prior to the commencement of the meeting at which ballots are to be cast. Proxies may be revoked at any time prior to the opening of the polls and no proxy shall be voted on after eleven (11) months from the date of its execution unless the proxy provides for a longer period which, in no event can exceed three (3) years from the date of its execution. All proxies and absentee ballots shall be substantially in the form prescribed by the Homeowners' Board, and if not in such form, shall be deemed invalid which determination shall be made in the sole and absolute discretion of the Homeowners' Board.

ARTICLE III – MEETINGS OF MEMBERS

Section 1. Place of Meetings. All meetings of the Members of the Homeowners' Association shall be held at its principle office or at such other place convenient to the Members as may be designated by the Homeowners' Board.

Section 2. Annual Meetings. All regular annual meetings of the Members of the Homeowners' Association shall be held during the same month of each year succeeding the first annual meeting on a date designated by the Homeowners' Board from year to year, and the first such annual meeting shall be held not more than sixty (60) days after Developer has conveyed a total of the lesser of thirty-nine (39) Lots or twenty-five percent (25%) of the total number of Lots covered by all of the Declarations to other Lot Owners, or on such earlier date as Developer, in its sole discretion, may choose, but in no event after ten (10) years from the date hereof. At the first annual meeting and each subsequent annual meeting, the election of Trustees

shall take place. If the election of Trustees shall not be held at the annual meeting or at any adjournment of such meeting, the Homeowners' Board shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting the Members may elect the Trustees and transact other business with the same force and effect as at an annual meeting duly called and held. All proxies and absentee ballots validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or special meeting, and new proxies or absentee ballots may be received for any such subsequent meeting.

Section 3. Special Meeting. After the first annual or special meeting, special meetings of Members shall be called by the President when required by these By-Laws, or may be called by the President whenever he deems such a meeting advisable or shall be called by the Secretary when so ordered by the Homeowners' Board or upon the written request of Members representing not less than twenty-five percent (25%) of all the votes entitled to be cast at such meeting. Such request shall state the purposes of such meeting and the matters proposed to be acted upon. Unless Members representing at least fifty percent (50%) of all votes entitled to be cast request such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Members held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Homeowners' Board.

Section 4. Notice of Meeting. Except as otherwise provided by law, adequate notice of any open meeting, whether annual or special, shall be given to all Members.

Section 5. Adequate Notice. Adequate notice means written advance notice of at least forty-eight (48) hours, giving the date, time, location and, to the extent known, the agenda of any regular, special, or rescheduled meeting. Such notice shall accurately state whether formal action may or may not be taken. This notice shall be:

- (a) Prominently posted in at least one (1) place within the Elements at West Windsor Common Property reserved for such or similar announcements.
- (b) Mailed, telephoned, telegrammed, faxed, or hand delivered to at least two (2) newspapers designated by the Homeowners' Board.
- (c) Filed with the Homeowners' Association Secretary or Administrative Officer responsible for administering the Homeowners' Association business office.

Section 6. Annual Posting of Open Meetings. At least once each year within seven (7) days following the annual meeting of the Homeowners' Association, the Homeowners' Board shall post and maintain posted throughout the year, notice of meetings in those locations set forth above.

Section 7. Emergency Meetings. In the event that any Homeowners' Board of Trustees meeting is required to deal with such matters of urgency and importance that delay, for the purpose of providing forty-eight (48) hours advance notice, would result in substantial harm to

the interests of the Homeowners' Association, the notice shall be deemed adequate if it is provided as soon as possible following the calling of the meeting.

Section 8. Quorum. At each meeting of the Homeowners' Association, Members in good standing (including Developer or its representative) holding twenty-five percent (25%) of the total authorized votes, present in person or by proxy, shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum, the persons holding votes present in person or by proxy and entitled to vote, by majority vote, shall adjourn the meeting for at least forty-eight (48) hours from the time the original meeting was scheduled, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting originally called.

Section 9. Organization. At each meeting of the Homeowners' Association, the President, or, in his absence, the Vice President, or in the absence of both of them, a person chosen by a majority vote of the Members present in person or represented by proxy and entitled to vote thereat, shall act as Chairperson, and the Secretary, or in his absence, a person whom the Chairperson shall appoint, shall act as Secretary of the meeting.

Section 10. Voting. Except as otherwise required by the Articles of Incorporation, these By-Laws, the Declaration, the Planned Real Estate Development Full Disclosure Act or any law, passage of all decisions shall require the affirmative vote of at least a majority of Members in good standing and entitled to vote in attendance at a meeting. The election of Trustees shall be by ballot. Unless determined by a majority of the votes of the Members present in person or by proxy at such meeting and entitled to vote thereat or determined by the Chairperson of the meeting to be advisable, the vote on any other questions need not be by ballot. Only Members who are in good standing in the Homeowners' Association shall be entitled to vote.

Section 11. Good Standing. If at any meeting of the Members a vote by ballot shall be taken on any question, the chairperson of such meeting shall appoint two (2) judges to act thereat with respect to such vote. Each judge so appointed shall first subscribe an oath faithfully to execute the duties of a judge at such meeting with strict impartiality and according to the best of his ability. Such judges shall decide upon the qualifications of voters and shall report the number of votes represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and when the voting is completed, shall ascertain and report the number of votes respectively for and against the question; but, as to the election of Trustees, the number of votes received by each candidate need not be reported. Reports of judges shall be in writing and subscribed and delivered by them to the Secretary of the meeting. The judges need not be Members of the Homeowners' Association, and any officer of the Homeowners' Association may be a judge on any question other than a vote for or against his election to any position with the Homeowners' Association or any other question in which he may be directly interested.

Section 12. Conduct of the Meeting. The order of business at the annual meeting of the Members or at any special meetings as far as practicable shall be:

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- (a) Call of the roll and certifying the proxies.
 - (b) Proof of notice of meeting and waiver of notice.
 - (c) Reading and approval/disapproval of any minutes.
 - (d) Appointment of judges of election, if appropriate.
 - (e) Election of Trustees, if appropriate.
 - (f) Receiving reports of officers.
 - (g) Receiving reports of committees.
 - (h) Old business.
 - (i) New business.
 - (j) Adjournment.

ARTICLE IV BOARD OF TRUSTEES

Section 1. Expressed and Implied Powers and Duties. The property, affairs and business of the Homeowners' Association shall be managed by the Homeowners' Board of Trustees, which shall have all those powers granted to it by the Articles of Incorporation, the Declaration, these By-Laws and by law.

Subject to the Declaration or other instruments of creation, the Homeowners' Association may do all that it is legally entitled to do under the laws applicable to its form of organization. The Homeowners' Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the community. The Homeowners' Association shall provide a fair and efficient procedure for the resolution of disputes between individual Lot Owners and the Homeowners' Association, and between different Lot Owners, that shall be readily available as an alternative to litigation.

Section 2. Number and Qualifications.

(a) The affairs of the Homeowners' Association shall be governed by the Homeowners' Board of Trustees.

Initially, the Homeowners' Board will be comprised of three (3) Trustees appointed by the Developer. As the Lots within the Project are conveyed, the Homeowners' Board shall be expanded from three (3) to five (5) Trustees, and Lot Owners other than the Sponsor will incrementally elect the Homeowners' Board and replace the Sponsor appointed Trustees. This "turnover of control" from Sponsor to the Lot Owners is required by New Jersey law and is based upon the total number of Lots planned for the Project (one hundred fifty-six (156)).

Within sixty (60) days after the Sponsor has conveyed twenty-five percent (25%) of the Lots (or thirty-nine (39) lots) to individual purchasers, the Homeowners' Board shall consist of five (5) Trustees, three (3) of whom will be appointed by the Sponsor and two (2) of whom will be elected by the Lot Owners other than the Sponsor.

(b) Within sixty (60) days after the Sponsor has conveyed seventy-five percent (75%) of the total number of Lots contemplated for the Project, the Lot Owners other than the Sponsor shall be entitled to elect the entire Homeowners' Board, except that the Sponsor shall be entitled to continue to appoint one (1) member of the Homeowners' Board for so long as Sponsor owns and holds for sale at least one (1) Lot in the ordinary course of business. When a Member of the Homeowners' Board who has been elected by the Lot Owners, other than the Sponsor, is removed or resigns, that vacancy will be filled by a Lot Owner other than Sponsor. Likewise, in the event that a Member of the Homeowners' Board who has been appointed by the Sponsor is removed or resigns, that vacancy will be filled by another Sponsor appointed Trustee.

(c) In the case of partnership owners (including the Developer, during such time as Developer shall be an Owner of any Lots), Trustees shall be members, agents or employees of such partnership or of the partners thereof; or, in the case of corporate owners, Trustees shall be officers, stockholders, employees or agents of such corporation; or, in the case of fiduciary owners, Trustees shall be fiduciaries or officers or employees of such fiduciaries; provided, however, that at least one (1) of the Trustees of the Homeowners' Board shall be a resident of the State of New Jersey.

Section 3. Election and Term of Office. The initial term of office for those Trustees elected by Lot Owners, other than Developer, during that period wherein Developer elects a majority of the Homeowners' Board, shall continue until the first annual meeting of the Lot Owners following the transfer of control of the Homeowners' Association from the Developer to Lot Owners other than Developer, provided however that said term shall in no event exceed one (1) year.

In the event that Developer does not transfer control within twelve (12) months of the election of the respective Lot Owner Trustee, the Trustee's term shall be deemed expired and elections will be had for said Trustee position(s) for a term consistent with the foregoing, not to exceed twelve (12) months. At the first annual meeting of the Lot Owners following the transfer of Control by Developer, elections will be held for all Trustee positions, regardless of the length of term of the existing Lot Owner Trustees. At this time, the term of office of three (3) Members of the Homeowners' Board of Trustees shall be fixed at two (2) years and the term of office of two (2) members of the Homeowners' Board of Trustees shall be fixed at one (1) year. The three (3), two (2) year terms shall go to the three (3) individuals receiving the highest number of votes and the two (2), one (1) year terms shall go to the two (2) individuals receiving the next highest number of votes. At the expiration of the initial term of each respective Member of the Homeowners' Board of Trustees, his successor shall be elected at the annual meeting of all the Lot Owners and shall serve for a term of two (2) years.

Section 4. Developer's Protective Provisions. After control of the Homeowners' Board has become vested in Trustees elected by Lot Owners other than the Developer, and so long as the Developer owns at least one (1) Lot and holds same for sale in the ordinary course of business, the following shall apply:

- (a) Neither the Homeowners' Association, nor its Homeowners' Board shall take any action that will impair or adversely affect the rights of the Sponsor or cause the Sponsor to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Lots, or the assessment of the Sponsor as a Lot Owner, or the assessment of the Sponsor for capital improvements.
- (b) The Homeowners' Association and its Homeowners' Board of Trustees shall continue the same level of maintenance, operation and services as provided immediately prior to such assumption of control by the Homeowners' Board except where these By-Laws, the Declaration or any other document require a higher degree of maintenance operation or services in which event the Homeowners' Association and its Homeowners' Board shall provide such higher level.
- (c) The Homeowners' Association shall not take any action that would be detrimental to the sale of Lots by the Sponsor and shall continue at least the same level of maintenance, operation, and services as immediately prior to the assumption of control by the Homeowners' Association until the last Lot is sold.
- (d) In the event there is a breach of any provision of this Section, it is acknowledged that any monetary award which may be available may be an insufficient remedy and therefore in addition to all other remedies, the Sponsor shall be entitled to injunctive relief restraining the breach of any provision of this Section.

The aforementioned protective provisions shall be construed in accordance with and not in derogation of the provisions of the regulations promulgated pursuant to the New Jersey Planned Real Estate Development Full Disclosure Act, N.J.S.A. 45:22A-21 et seq.

Section 5. Removal of Members of the Board At any duly held regular or special meeting of the Members, any one or more Trustees may be removed with or without cause by a majority of the votes present and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any Trustee whose removal has been proposed shall be given an opportunity to be heard at the meeting. This provision shall not apply to any Trustee appointed by the Developer.

Section 6. Vacancies. Vacancies in the Homeowners' Board caused by any reasons other than the removal of a Trustee by a vote of the Members of the Homeowners' Association shall be filled by a vote of a majority of the remaining Trustees, including the Developer's appointees, at a special meeting of the Homeowners' Board held for that purpose promptly after

the occurrence of any such vacancy, even though the Trustees present at such meeting may constitute less than a quorum. Each person so elected shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor shall be elected. Despite the foregoing: (a) until the first special or annual meeting of Members, Developer shall have the right to fill all vacancies on the Homeowners' Board by appointment; and (b) thereafter, any vacancy by a Trustee appointed by Developer shall be filled by appointment by Developer, and any vacancy by a Trustee elected by the Lot Owners shall be filled by an individual Lot Owner who is not employed by or associated with the Developer.

Section 7. Meeting of the Homeowners' Board. The first or organization meeting of each newly elected Homeowners' Board shall be held no later than twenty (20) days from the meeting at which one (1) or more Trustees were elected. Thereafter, regular meetings of the Homeowners' Board may be held at such time and place as shall be determined from time to time by a majority of the Trustees. All meetings of the Homeowners' Association's Homeowners' Board of Trustees, except conference or working sessions at which no binding votes are to be taken, shall be open to attendance by all Lot Owners.

Section 8. Notices. Notice of regular meetings of the Homeowners' Board shall be given to each Trustee by telephone, mail or telegram at least seven (7) business days prior to the day of meeting and adequate notice of such meeting shall be given to all Lot Owners as provided herein.

Section 9. Restrictions on Open Meetings. Despite the above, the Homeowners' Association's Homeowners' Board of Trustees may exclude or restrict attendance at those meetings or portions of meetings dealing with the following:

- (a) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
- (b) Any pending or anticipated litigation or contract negotiations;
- (c) Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer; or
- (d) Any matter involving the employment, promotion, discipline, or dismissal of a specific employee of the Homeowners' Association.

Section 10. Minutes at Open Meetings. At each meeting required to be open to all Lot Owners, minutes of the proceedings shall be taken, and copies of those minutes shall be made available to all Lot Owners before the next open meeting.

- (a) The Homeowners' Association shall keep reasonably comprehensive minutes of all of its meetings showing the time and place, the Members present, the subjects considered the actions taken, the vote of each Member, and any other information required to be shown in the minutes and the By-Laws. Such minutes shall be made available to the Lot Owners in the

Homeowners' Association office within ten (10) days following the meeting at which such minutes were approved.

(b) At each open meeting, the participation of Lot Owners in proceedings or the provisions of a public comment session shall be at the discretion of the Homeowners' Board.

Section 11. Quorum and Adjourned Meetings. At all meetings of the Homeowners' Board a majority of the Trustees shall constitute a quorum for the transaction of business and the votes of a majority of the Trustees present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Homeowners' Board there shall be less than a quorum present, the majority of those present shall adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice. The vote of a majority of those present at a Homeowners' Board meeting at which a quorum is present shall be necessary for valid action by the Homeowners' Board.

Section 12 Joinder in Meetings by Approval of Minutes. The transaction of any business at any meeting of the Homeowners' Board however called and noticed or wherever held, shall be valid as though at a meeting duly held after regular call and notice, if a quorum is present; and if, either before or after the meeting, each Trustee signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof or of the resolution or act adopted at such meeting. All such waivers, consents or approval, shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though subsequent thereto.

Section 13. Non-Waiver. All the rights, duties and privileges of the Homeowners' Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or rights hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Homeowners' Board.

Section 14. Consent in Lieu of Meeting and Vote. Despite anything to the contrary in these By-Laws, the Articles of Incorporation or the Declaration, the entire Homeowners' Board shall have the power to take action on any matter on which it is authorized to act, without the necessity of a formal meeting and vote if all of the Trustees shall consent in writing to such action.

ARTICLE V – POWERS AND DUTIES OF THE HOMEOWNERS' BOARD OF TRUSTEES

Section 1. General Powers and Privileges. The Homeowners' Board shall have all those powers, granted to it or necessarily implied by law or by the Articles of Incorporation, these By-Laws or the Declaration, including but not limited to the following:

- (a) Employ, by contract or otherwise, a manager, managing agent or an independent contractor, to oversee, supervise and follow out the responsibilities of the

Homeowners' Board. Said manager or said independent contractor shall be compensated upon such terms as the Homeowners' Board deems necessary and proper; and

- (b) Employ any person, firm or corporation to repair, maintain or renovate the Common Property; and
- (c) Employ professional counsel and to obtain advice from persons, firms or corporations such as, but not limited to, landscape architects, architects, engineers, lawyers and accountants; and
- (d) Employ or contract for water and sewer, electricity and gas or other forms of utilities, cable or master antenna television; and
- (e) Employ all managerial personnel necessary, or enter into a managerial contract for the efficient discharge of the duties of the Homeowners' Board hereunder; and
- (f) Adopt, amend, and publish rules and regulations covering the details of the operation and use of the Property including, but not limited to pet controls; and
- (g) Secure full performance by Members of all items of maintenance for which they are responsible; and
- (h) Arrange for security protection as necessary; and
- (i) Enforce obligations of the Members and do anything and everything else necessary and proper for the sound management of the Property, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Declaration, these By-Laws and any rules and regulations governing the Property or Members. As detailed herein, the Homeowners' Board shall also have the power to levy fines against any Member(s) for violations of any of the foregoing. Collection of fines may be enforced against any Member(s) involved as if the fine were a Homeowners' Association Expense owed by the particular Member(s) and such fines shall constitute a lien upon the particular Member's Lot. Before any fine is imposed by the Homeowners' Board the Member accused shall have been given notice and afforded an opportunity to be heard with respect to the alleged violation in a manner consistent with the principles of due process of law; and
- (j) Borrow and repay monies giving notes, mortgages or other security upon such term or terms as it deems necessary, and
- (k) Invest and reinvest monies, sue and be sued; collect interest, dividends, and capital gains; exercise rights; pay taxes; make and enter into contracts; enter into leases or concessions; make and execute any and all proper affidavits for various

purposes; compromise any action without leave of court; and all other powers contained herein, and those necessary and incidental thereto; and

- (l) Grant and obtain easements, licenses and other property rights with respect to contiguous lands; and
- (m) Purchase or lease or otherwise acquire in the name of the Homeowners' Association or its designees, corporate or otherwise, on behalf of all Members, Lots offered for sale or lease or surrendered by their Owners to the Homeowners' Board; and
- (n) Purchase Lots at foreclosure or other judicial sales in the name of the Homeowners' Association or its designees, corporate or otherwise, on behalf of all Members; and
- (o) Sell, lease, mortgage (but not vote the votes appurtenant thereto) or otherwise deal with Lots acquired by the Homeowners' Association, and sublease any such Lots leased by the Homeowners' Association or its designees, on behalf of all Members; and
- (p) Bring and defend actions by or against one or more Lot Owners pertinent to the health, safety or general welfare of the Members, or any other legal action to which the Lot Owners may consent in accordance with these By-Laws; and
- (q) Appoint an Insurance Trustee, who shall not be a Member of the Homeowners' Association, an employee of the Sponsor or the manager, who shall discharge his duties in accordance with these By-Laws. In the absence of such an appointment, the Homeowners' Board shall be responsible for the disposition of all insurance proceeds; and
- (r) Create, appoint members to and disband such committees as shall from time to time be deemed appropriate or necessary to aid the Homeowners' Board in the discharge of its duties, functions and powers.

Section 2. Duties and Responsibilities. It shall be the affirmative and perpetual obligation and duty of the Homeowners' Board to perform the following:

- (a) Cause the Common Property and the Lots to be maintained according to reasonable standards adopted by the Homeowners' Board as set forth in the Declaration, and these By-Laws, including, but not limited to such maintenance, painting, replacement and repair work as may be necessary, lawn maintenance, clearing of snow from roadways and walkways as deemed appropriate by the Homeowners' Board, maintenance of water drainage systems; and

- (b) To investigate, hire, pay, supervise and discharge the personnel necessary to be employed, and provide the equipment and materials necessary, in order to properly maintain the operate the Common Property as contemplated by the Declaration and these By-Laws. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Homeowners' Association; and
- (c) Cause to be kept a complete record of all its acts and corporate affairs and to present a summary report thereof to the Members at the annual meeting or at any special meeting when requested in writing at least twenty-one (21) days in advance by Members entitled to cast at least twenty-five percent (25%) of the total votes of the Homeowners' Association; and
- (d) Make repairs, additions, improvements to, or restoration of the Property in accordance with the provisions of these By-Laws and the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and
- (e) Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises maintained by the Homeowners' Association placed thereon by any federal, state, county or municipal authority having jurisdiction there over, and order of the Homeowners' Board of Fire Underwriters or other similar bodies; and
- (f) Place and keep in force all insurance coverages required to be maintained by the Homeowners' Association, application to its property and Members including, but not limited to:
- (i) Physical Damage Insurance. To the extent obtainable, broad form insurance against loss by fire and against loss by lightning, windstorm and other risks normally included within all risk extended coverage, including vandalism and malicious mischief, insuring all improvements existing on the Common Property, together with all service machinery appurtenant thereto, and covering the interest of the Homeowners' Association, the Homeowners' Board, the Developer, and all Members and Institutional Lenders as their respective interests may appear, in an amount equal to the full replacement value of such improvements (exclusive of foundations and footings), without deduction for depreciation. Each policy shall contain a standard mortgagee clause in favor of each Institutional Lender, which shall provide that the loss, if any, hereunder, shall be payable to each Institutional Lender as its interest may appear. Prior to obtaining any policy of fire insurance or any renewal thereof, the Homeowners' Board shall obtain an appraisal of the full replacement value of the improvements upon the Common Property, without deduction for depreciation, for the

purposes of determining the amount of fire insurance to be effected pursuant to this subparagraph.

- (ii) Public Liability Insurance. To the extent obtainable, public liability insurance for personal injury and death from accidents occurring within the Common Property, (and any other areas which the Homeowners' Board may deem advisable), and for the defense of any actions brought by injury or death of a person or damage to property, occurring within such areas, and not arising by reason of any act or negligence of any individual Member. Said insurance shall be in such limits as the Homeowners' Board may, from time to time, determine, covering each Member of the Homeowners' Board, the managing agent, the manager, and each Member, and shall also cover cross liability claims of one insured against another. Until the first meeting of the Homeowners' Board following the first annual meeting of the Homeowners' Association, such public liability insurance shall be in amounts of not less than one million dollars (\$1,000,000.00) per occurrence for claims of bodily injury or for property damage. The Homeowners' Board shall review such limits once a year.
- (ii) Fidelity Bonds. To the extent obtainable, the Homeowners' Association shall maintain adequate fidelity coverage against dishonest acts by its officers, directors, trustees and employees, and all others who are responsible for handling funds of the Homeowners' Association. Such fidelity bonds shall meet the following requirements:
- (a) all shall name the Homeowners' Association as an obligee;
 - (b) all shall be written in an amount based upon the business judgment of Homeowners' Association and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of Homeowners' Association or management agent as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to one hundred percent (100%) of the estimated annual operating expenses of the Homeowners' Association plus accumulated reserves for so long as any contracts that were entered into by the Master Homeowners' Association while under Developers' control remain in effect;
 - (c) all shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression; and
 - (d) all shall provide that they may not be canceled or substantially modified without at least ten (10) days prior written notice.

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- (iv) Worker Compensation Insurance. Workers compensation and New Jersey disability benefits insurance as required by law.
 - (v) Other Insurance. Such other insurance as the Homeowners' Board may determine.

To the extent obtainable, all policies shall: (i) provide that adjustment of loss shall be made by the Homeowners' Board and that the net proceeds thereof shall be payable to the Homeowners' Board; (ii) to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured; (iii) provide that such policies may not be canceled without at least thirty (30) days prior written notice to all of the named insured, including all Lot Owners and Institutional Lenders, (iv) insurance coverage obtained and maintained may not be brought into contribution with insurance purchased by their mortgages; (v) coverage must not be prejudiced by (a) any act or neglect of the Lot Owners when such act or neglect is within the control of the Homeowners' Association or (b) any failure to the Homeowners' Association to comply with any warranty or condition regarding any portion of the premises over which the Homeowners' Association has no control; (vi) coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all insured; and (vii) all policies must contain a waiver of subrogation by the insurer as to any and all claims against the Homeowners' Association, the Owner of any Lot and/or their respective agents, employees or tenants, and of any defenses based on co-insurance or on invalidity arising from the acts; (viii) all policies of property insurance must provide that, despite any provisions giving the carrier (insurer) the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Homeowners' Association (or any Insurance Trustee); (ix) all insurance policies maintained by the Homeowners' Association shall be for the benefit of the Homeowners' Association and the Lot Owners, and their mortgagees, as their respective interest may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Homeowners' Association. The Homeowners' Association, as Trustee, shall hold such proceeds for the benefit of the Homeowners' Association, the Lot Owners and their respective mortgagees in accordance with the provision of the terms of the Declaration.

Any insurance maintained by the Homeowners' Board may provide for such deductible amount as the Homeowners' Board may determine to be in the best interest of the Homeowners' Association and the Members.

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The premiums for all insurance and fidelity bonds carried by the Homeowners' Association shall be a Homeowners' Association Expense.

- (g) To manage the fiscal affairs of the Homeowners' Association as hereinafter provided in Article VI.

ARTICLE VI – FISCAL MANAGEMENT

Section 1. Common Receipts. The Homeowners' Board shall have the duty to collect from each Member, his, her, or their heirs, administrators, successors and assigns, as "Common Receipts," the proportionate part of the Homeowners' Association Expenses assessed against such Member as provided in the Declaration, the Articles of Incorporation, these By-Laws, and in accordance with applicable law.

Section 2. Determination of Homeowners' Association Expenses. The amount of monies for Homeowners' Association Expenses deemed necessary by the Homeowners' Board and the manner of expenditure thereof, including but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Homeowners' Board.

Section 3. Disbursements. The Homeowners' Board shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by the Declaration, Articles of Incorporation, and applicable law.

Section 4. Depositories. The depository of the Homeowners' Association shall be a bank or banks as shall be designated from time to time by the Homeowners' Board and in which the monies of the Homeowners' Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such parties as are authorized by the Homeowners' Board, provided that a management agreement may include among its provisions authority for the manager to sign checks on behalf of the Homeowners' Association for payment of the obligations of the Homeowners' Association, if the proper fidelity bond is furnished to the Homeowners' Association.

Section 5. Accounts. The receipts and expenditures of the Homeowners' Association shall be credited and charged to accounts under the following classifications as the Homeowners' Board shall deem appropriate:

- (a) Current expenses, which shall include all expenditures within the year for which the budget is made, including reasonable allowances for contingencies. Current expenses shall not include expenditures chargeable to reserves, or to additional improvements, or to operations. At the end of each year, the unexpended amount remaining in this account shall be applied to reduce the assessments for current expenses for the succeeding year, or may be distributed to the Member as the Homeowners' Board shall determine.

- (b) Reserves for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.
- (c) Reserves for replacement, which shall include funds for repair or replacement of the Common Property and those portions of the improvements located on the Property which the Homeowners' Association is obligated to maintain or repair, which is required because of damage, depreciation or obsolescence; the amounts in this account shall be allocated among each of the separate categories of replacement items.
- (d) Reserves for capital improvements, which shall include funds to be used for capital expenditures or for the acquisition of additional personal property that will be part of the Common Property.
- (e) Operations, which shall include all funds from the use of the Common Property or from any other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account. At the end of each year, any unexpended amount remaining in this account shall be applied to reduce the assessments for current expenses for the succeeding year or may be distributed to the membership, to the extent that the Homeowners' Board shall determine and shall be allocated in the same manner that common charges are assessed. Losses from the operations or otherwise shall be met by levying special assessments against the Members, which assessments may be made in advance in order to provide a working fund. At the time of closing of title, the purchaser will be required to pay to the Association a non-refundable, non-transferable working capital fee equal to two (2) months' worth of the then current Monthly Maintenance Charge and shall be collected by the Sponsor (or in the event of a resale, by the purchaser or purchaser's attorney) at the time of each closing and remitted promptly to the Association after each closing for the purpose of providing the Association with a working capital fund to be used for common expenses and any other lawful purpose. The working capital fee is non-refundable and non-transferable and is required to be paid by all new Members, including those new Members who purchase a resale.

Section 6. Reserves. The Homeowners' Board shall not be obligated to expend all of the revenues collected in any accounting period, and must maintain reasonable reserves for, among other things, repairs, replacements, emergencies, contingencies of bad weather or uncollected accounts. Despite anything herein to the contrary, the Homeowners' Board in its determination of the Homeowners' Association Expenses and the preparation of a budget shall specifically designate and identify that portion of the Homeowners' Association Expenses which is to be assessed against the Members as a capital contribution and is allocable to reserves for capital improvements of and to said Common Property. The amounts assessed and collected for the reserves shall be kept in one or more interest-bearing savings accounts or certificates of deposit, and shall not be utilized for any purpose other than that which was contemplated at the time of

assessment. The foregoing shall not be construed to mean that the Homeowners' Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of its functions.

Section 7. Exemption from Payment of Homeowners' Association Expenses. Despite anything to the contrary herein, the Developer shall be responsible for the payment of the full Homeowners' Association Expenses attributed to unsold Lots including reserves, at such time as (i) the Division of Codes and Standards of the State of New Jersey has registered the unsold Lots pursuant to the Planned Real Estate Development Full Disclosure Act, N.J.S.A. 45:22A-21 et seq., (ii) Developer has recorded the Declaration as to the unsold Lots in the Office of the Clerk of Mercer County, New Jersey, and (iii) Developer has obtained a certificate of occupancy for the Home constructed on the Lot. For Lots owned by Developer and under development, but not meeting the aforesaid criteria, Developer shall be responsible to pay the portion of the Homeowners' Association Expense attributed to the said Lots in proportion to the benefit that said Lots derive from the Homeowners' Association's Budget.

Section 8. Notice. The Homeowners' Board shall give notice to each Member, in writing, and to any Institutional Lender who requires same, of the amount estimated by the Homeowners' Board for Homeowners' Association Expenses for the management and operation of the Homeowners' Association for the next ensuing period.

Section 9. Annual Homeowners' Association Expense Assessment Not Made. After the Developer turns over control of the Homeowners' Board to the Lot Owners, if an annual Homeowners' Association Expense Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior year's assessment increased by ten percent (10%), and monthly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Homeowners' Association Expense Assessment proves to be insufficient, the budget and assessments may be amended at any time by the Homeowners' Board, provided that nothing herein shall serve to prohibit or prevent the Homeowners' Board from imposing a lump sum assessment in the case of any immediate need or emergency which cannot be met by reserve funds earmarked for such contingency.

Section 10. Acceleration of Assessment Installment Upon Default. If a Lot Owner shall be in default in the payment of an installment of a Homeowners' Association Expense Assessment, the Homeowners' Board may accelerate the remaining installments of the assessment. Upon notice to the Lot Owner, and if the delinquent installment has not been heretofore paid, the then unpaid balance of the Homeowners' Association Expense Assessment shall become due upon the date stated in the notice, which date shall not be less than five (5) days after delivery of the notice to Member, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. If no such notice is given and default shall continue for a period of thirty (30) days, then the Homeowners' Board shall be required to accelerate the remaining installments of the Assessment upon similar notice to the Lot Owner, and to file a lien for such accelerated Assessment as permitted by law; in such

latter event the Homeowners' Board may also notify any Institutional Lender holding a mortgage which encumbers the Lot affected by such default or publish appropriate notice of such delinquency to the membership of the Homeowners' Association. If said default continues for a period of ninety (90) days then the Homeowners' Board shall foreclose the foregoing lien pursuant to law and/or commence a suit against the appropriate parties to collect said Assessment.

Section 11. Interest and Counsel Fees. The Homeowners' Board at its option shall have the right in connection with the collection of any Homeowners' Association Expense Assessment or other charge, to impose a late charge of any reasonable amount and/or interest not to exceed the maximum rate permitted by law. In the event that the Homeowners' Board shall effectuate collection of said assessments or charges by resort to counsel, and/or the filing of a lien, the Homeowners' Board may add to the aforesaid assessments or charges a sum or sums of twenty percent (20%) of the gross amount due as counsel fees, plus the reasonable costs for the preparation, filing and discharge of the lien, in addition to such other costs as may be allowable by law.

Section 12. Power of Attorney to Institutional Lender. In the event the Homeowners' Board shall not cause the enforcement procedures provided in Section 10 above to be implemented within the time provided, any Institutional Lender for any Lot as to which there shall be such unpaid Homeowners' Association Expense Assessments is hereby irrevocably granted a power of attorney to commence such actions and to invoke such other remedies, all in the name of the Homeowners' Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

Section 13. Annual Audit. The Homeowners' Board shall submit the books, records, and memoranda of the Homeowners' Association to an annual audit by an Independent or certified public accountant who shall audit the same and render a report thereon in writing to the Homeowners' Board and in summary form to the Members and such Institutional Lenders or other persons, firms or corporations as may be entitled to same. While Sponsor appointed Trustees are in control of the Homeowner's Board, the annual audit must be delivered to all Members within ninety (90) days of the end of the Homeowners Association's fiscal year.

Section 14. Examination of Books. Each Member shall be permitted to examine the books of account of the Homeowners' Board at a reasonable time on business days, provided, however, that the Treasurer has been given at least ten (10) days prior written notice of the Member's desire to make such an examination.

ARTICLE VII – OFFICERS

Section 1. Designation. The principal Officers of the Homeowners' Association shall be a President, a Vice-President, both of whom shall be Members of the Homeowners' Board, a Secretary and a Treasurer. The Homeowners' Board may also appoint such other Assistant Treasurers and Assistant Secretaries as in their judgment may be necessary. Any two (2) offices, except that of President and Vice-President, may be held by one (1) person.

Section 2. Election of Officers. The Officers of the Homeowners' Association shall be elected annually by the Homeowners' Board at the first Homeowners' Board of Trustees meeting following each annual meeting and such Officers shall hold office at the pleasure of the Homeowners' Board.

Section 3. Removal of Officers. Upon an affirmative vote of two-thirds (2/3) majority of the Trustees, any Officer may be removed, with or without cause, after opportunity for a hearing, and his successor elected at any regular meeting of the Homeowners' Board, or at any special meeting of the Homeowners' Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Homeowners' Association. He shall preside at all meetings of the Homeowners' Association and of the Homeowners' Board. He shall have all of the general powers and duties which are usually vested in the office of president of a Homeowners' Association.

Section 5. Vice President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Homeowners' Board shall appoint some other Trustee to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Homeowners' Board.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Homeowners' Board and the minutes of all meetings of the Members of the Homeowners' Association; he shall have charge of such books and papers as the Homeowners' Board may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Homeowners' Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Homeowners' Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Homeowners' Association in such depositories as may from time to time be authorized by the Homeowners' Board.

Section 8. Other Duties and Powers. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Homeowners' Board.

Section 9. Eligibility of Trustees. Nothing herein contained shall prohibit a Trustee from being an Officer.

ARTICLE VIII – COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS, TRUSTEES AND COMMITTEE MEMBERS

Section 1. Compensation. No compensation shall be paid to the President or the Vice-President or any Trustee or Committee Member for acting as such Officer or Trustee. The Secretary and/or Treasurer may be compensated for their services if the Homeowners' Board

determines that such compensation is appropriate. Nothing herein stated shall prevent any Officer, Trustee or Committee Member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Homeowners' Association, provided, however, that any such expenses incurred or services rendered shall have been authorized in advanced by the Homeowners' Board.

Section 2. Indemnification. Each Trustee, Officer or Committee Member of the Homeowners' Association shall be indemnified by the Homeowners' Association against the actual amount of net loss, including counsel fees, reasonably incurred or imposed upon him in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a Trustee, Officer or Committee Member of the Homeowners' Association, or delegate, except as to be liable for gross negligence or willful misconduct. In the event of a settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Homeowners' Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct.

Section 3. Exculpability. Unless acting in bad faith neither the Homeowners' Board as a body nor any Trustee, Officer or Committee Member of the Homeowners' Association, shall be personally liable to any Member in any respect for any action or lack of action arising out of the execution of his office. Each Lot Owner shall be bound by the good faith actions of the Homeowners' Board, Officers and Committee Members of the Homeowners' Association, in the execution of the duties of said Trustees, Officers and Committee Members. Nothing contained herein to the contrary shall serve to exculpate members of the Homeowners' Board appointed by the Developer from their fiduciary responsibilities.

ARTICLE IX – ARCHITECTURAL REVIEW COMMITTEE

Section 1. Purpose. The Homeowners' Board shall establish an Architectural Review Committee, consisting of three (3) Members appointed by the Homeowners' Board, each to serve for a term of one (1) year, in order to assure that the Common Property shall always be maintained in a manner:

- (a) providing for visual harmony and soundness of repair;
- (b) avoiding activities deleterious to the aesthetic or property values of the Property;
- (c) furthering the comfort of the Lot Owners, their guests, invitees and lessees; and
- (d) promoting the general welfare and safety of the community.

Section 2. Powers. The Architectural Review Committee shall regulate the external desire, appearance, use and maintenance of the Property in accordance with standards and guidelines contained in the Declaration or By-Laws or otherwise adopted by the Homeowners' Board. The Architectural Review Committee shall have the power to issue a cease and desist

request to a Lot Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Declaration, the By-Laws, the Rules and Regulations or resolutions of the Homeowners' Board (upon petition of any Lot Owner or upon its own motion). The Architectural Review Committee shall from time to time, as required, and if necessary, with the advice of legal counsel, provide interpretations of the Declaration, Articles of Incorporation and By-Laws, Rules and Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Lot Owner or the Homeowners' Board. Any action, ruling or decision of the Architectural Review Committee may be appealed to the Homeowners' Board by any party deeded by the Homeowners' Board to have standing as an aggrieved party and a vote of a majority of the full authorized membership of the Homeowners' Board may modify or reverse any such action, ruling or decision.

Section 3. Authority. The Architectural Review Committee shall have such additional duties, power and authority as the Homeowners' Board may from time to time provide by resolution including the right to impose fines pursuant to Section 1 of Article V hereof. The Homeowners' Board may relieve the Architectural Review Committee of any of its duties, powers and authority either generally or on a case by case basis by vote of a majority of its full authorized membership thereof. The Architectural Review Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Homeowners' Board. Despite the foregoing, no action may be taken by the Architectural Review Committee without giving the Lot Owner(s) involved at least ten (10) days prior written notice and affording him the opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

ARTICLE X – FISCAL YEAR AND CORPORATE SEAL

The fiscal year of the Homeowners' Association shall be on a calendar year basis, or upon such basis as the Homeowners' Board shall deem advisable.

The Homeowners' Association shall have a seal in circular form having within its circumference the words "Elements at West Windsor Homeowners' Association, Inc."

ARTICLE XI – ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE HOMEOWNERS' ASSOCIATION

Whenever, in the judgment of the Homeowners' Board, the Common Property requires improvements costing in excess of ten thousand dollars (\$10,000.00), said improvements shall not be made unless they have been approved by a majority of votes at a meeting of the Homeowners' Association at which a quorum is present. When said approval has been obtained, all Lot Owners shall be assessed for the cost thereof as a Homeowners' Association Expense. In the event of any emergency which could cause damage to any portion of the Common Property, the Homeowners' Board may expend sums in excess of ten thousand dollars (\$10,000.00) to protect the Common Property and the judgment of the Homeowners' Board shall be final.

ARTICLE XII – MISCELLANEOUS

Section 1. Notices. All notices hereunder to the Homeowners' Association shall be in writing and forwarded to it at its principal office by certified mail, return receipt requested.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability or affect the balance of the By-Laws.

Section 3. Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

Section 4. Fidelity Bond. While the Developer maintains a majority of representation on the Homeowners' Board, the Homeowner's Association shall post a fidelity bond or other guarantee acceptable to the Division of Codes and Standards of the Department of Community Affairs of the State of New Jersey, in an amount equal to the annual budget of the Homeowners' Association. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves.

Section 5. Annual Audit. While the Developer maintains a majority of the Homeowners' Board, he shall have an annual audit of Homeowners' Association funds prepared by an independent accountant, a copy of which shall be delivered to each Lot Owner within ninety (90) days of the expiration of the fiscal year of the Homeowners' Association. The audit shall cover the operating budget and reserve accounts.

ARTICLE XIII – AMENDMENTS

These By-Laws, or any articles of the By-Laws may be altered or repealed, or new By-Laws may be made, at any meeting of the Homeowners' Association duly constituted for such purpose, and previous to which written notice to Members of the exact language of the amendment or of the repeal shall have been sent, a quorum being present by an affirmative vote of fifty-one percent (51%) of the votes entitled to be cast in person or by proxy except that: (i) the first annual meeting may not be advanced; (ii) the first Homeowners' Board (replacements in case of vacancies) may not be enlarged or removed; and (iii) the obligation or the proportionate responsibility for the payment of Homeowners' Association Expenses with respect to Lots may not be changed by reason of any such amendment or repeal. No amendment, repeal or new By-Laws shall be effective until recorded in the Mercer County Clerk's Office.

ARTICLE XIV – ENFORCEMENT OF HOMEOWNERS' ASSOCIATION BY-LAWS RULES AND REGULATIONS AND DISPUTE RESOLUTION

Section 1. The Homeowners' Board shall have the power, at its sole option, to enforce the terms of these By-Laws and the Covenants and Restrictions in the Declaration and any rule or regulation as may be hereinafter adopted by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction against any person or persons, firm or

corporation violating or attempting to violate any covenant herein contained, either to restrain or enjoin such violations or threatened violation, or to recover damages, and against any Member to enforce any lien created by any covenant herein contained, including those in the Declaration.

Failure by the Homeowners' Association or any Member thereof to enforce any rule or covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce same.

In order to secure compliance with the restrictions of the Homeowners' Association and the Rules and Regulations as adopted by the Homeowners' Board, the Homeowners' Board shall have the following power to promulgate and adopt such Rules and Regulations as may be necessary to carry out the intent of these restrictions as set forth in the Declaration, the Certificate of Incorporation, the By-Laws and the Rules and Regulations (the "Governing Documents"), and shall have the right not to bring lawsuits to enforce the Rules and Regulations. Without limiting the foregoing, to the extent permitted by New Jersey law, or as may be permitted in the future, the Homeowners' Board or authorized committee of the Homeowners' Board, whichever is applicable, shall have the right to:

(a) levy fines in violation of the Rule or Regulation, provided the fine for a single violation may not, under any circumstances exceed five hundred dollars (\$500.00). Once a Member has received a notice of violation for a single violation, each day thereafter that the violation continues may be considered a separate occurrence of the single violation. Any fine so levied shall be considered as a Homeowners' Association Expense to be levied against the particular Lot Owner involved, and collection may be enforced by the Homeowners' Board in the same manner as the Homeowners' Board is entitled to enforce collection of Homeowners' Association Expenses; or

(b) suspend the right to use any of the recreational facilities operated or managed by the Homeowners' Association for a period not to exceed thirty (30) days for each such breach.

Section 2. With respect to the use of any facility where a violation of the Rules and Regulations for the use of such facility might endanger life, limb, property, or equity of the Homeowners' Association, any agent of the Homeowners' Association may, if a verbal request to cease or correct the violation has not been heeded, suspend the right of any Member to use such facility for a period not greater than seventy-two (72) hours.

Section 3. The Homeowners' Association will become involved in the case of disputes between Members regarding activities within the Common Property.

In the event the request(s) to cease or correct any act or omission which appears to be in violation of the Governing Documents is not complied with, a formal written complaint of such violation is required to be filed with the Homeowners' Board. The complaint should specify and set forth in ordinary and concise language the acts or omissions with which the respondent is being charged, to the extent that respondent will be able to prepare his/her defense. The complaint should specify the specific provisions of the Governing Documents which the

respondent is alleged to have violated. The complaint must be as specific as possible with regard to time(s), date(s), place(s) and person(s) involved.

Section 4. Prior to any disciplinary action being taken, any Member, officer or agent of the Homeowners' Association has the authority to request that a Member cease or correct any act or omission which appears to be in violation of this Declaration, Certificate of Incorporation or the By-Laws, Rules and Regulations of the Homeowners' Association. Such informal request(s) should be made prior to the issuance of a formal notice or the filing of a formal complaint.

Section 5. Upon receipt of the formal written complaint, the Homeowners' Board may make a preliminary investigation as to the validity of the complaint by requesting the Managing Agent or a special committee appointed by the Homeowners' Board to perform findings to the Homeowners' Board. If, through preliminary investigation, the Homeowners' Board finds that the violation conditions have been corrected, the Homeowners' Board shall respond in writing to the complainant. If the preliminary investigation indicates the need for further action, then the Homeowners' Board shall provide a formal written complaint (the "Complaint") to the Member against whom such action is proposed to be taken, by certified mail, return receipt requested, and addressed to the respondent at the address appearing on the books of the Homeowners' Association. Service by mailing shall be deemed effective two (2) days after such mailing in a regular depository of the United States mail. The Complaint shall be accompanied with a postcard or other written form as may be prescribed by the Homeowners' Board which shall be entitled to the "Notice of Hearing." No order adversely affecting the rights of the respondent shall have been served as provided therein.

Section 6. The Notice of Hearing shall be served with the Complaint on all parties. The Notice of Hearing shall include, but not be limited to, the following language:

"You are hereby notified that a hearing will be held before the Homeowners' Board (or such other special committee appointed by the Homeowners' Board) of the Homeowners' Association at _____ on the _____ day of _____, commencing at the hour of _____, upon the charges made in the Complaint served upon you. You may be present at the hearing, may be represented by counsel, may present any relevant evidence, and you will be given full opportunity to cross examine all witnesses testifying against you. You are entitled to request the attendance of witnesses and the production of books, documents or other items by applying to the Homeowners' Board. If any parties can promptly show good cause as to why they cannot attend the hearing on the date set and indicate times and dates on which they would be available, the Board may reset the time and date of hearing and promptly deliver notice of the new hearing date."

The Notice of Hearing shall also provide and state that respondent may:

- (a) attend a hearing before the Homeowners' Board as provided herein;
- (b) object to the complaint on the grounds that it does not state the acts or omissions upon which the Homeowners' Board may proceed;

(c) object to the form of complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the proper defense; or

(d) admit to the complaint in whole or in part. In such event, the Homeowners' Board shall meet to determine the appropriate action or penalty, if any.

Any objections to the form or substance of the Complaint shall be considered by the Homeowners' Board within thirty (30) days of its receipt of same. The Homeowners' Board shall make its determination and notify all parties by the end of the thirty (30) day period.

If the complaint is found to be deficient, the complainant shall have fifteen (15) days within which to amend the complaint and make it acceptable. The revised complaint shall then be served in accordance with the same procedures as set forth hereinabove.

Section 7. Upon the conclusion of the hearing, the Homeowners' Board shall make its decision and notify all parties of same in writing three (3) days thereafter. Said decision need not state any reasons to support same. In the event that the Homeowners' Board finds that there has been a material violation of any restrictive provision of the Governing Documents, it shall have the power to impose the penalties authorized as set forth hereinabove.

Section 8. Any respondent found guilty by the Homeowners' Board of a material violation of any restrictive provisions of the Governing Documents shall have the right to appeal the decision to the Homeowners' Board within thirty (30) days after such decision is rendered. Provided that the Homeowners' Board or a member of the Homeowners' Board is not a party to the dispute, the Homeowners' Board shall appoint an Appeals Committee. In the event that the Homeowners' Board or a member of the Homeowners' Board is a party to the dispute, the Appeals Committee will be selected and agreed upon by all parties to the dispute. The Appeals Committee may reverse or modify such decision or the penalty imposed after reviewing the written grounds for the appeal presented by the respondent. The Appeals Committee shall dispose of said appeal within thirty (30) days. However, the determination is not binding upon the appellant, who has the right to take action in a court of competent jurisdiction.

Section 9. Prior to the commencement of any hearing by the Homeowners' Board, any party to the dispute or the Homeowners' Board on its own motion may request mediation of the dispute by an impartial mediator appointed by the Homeowners' Board in order to attempt to settle the dispute in good faith. Any such mediation shall be completed within fifteen (15) days after such request and in the event that no settlements is reached, all relevant time periods in the hearing process shall be extended from fifteen (15) days.

Section 10. The above procedures are intended to serve as a protection to Members to assure that their due process rights are protected in an adversary proceeding, and to serve as a guideline for the Homeowners' Board and any special committee to be appointed by the Homeowners' Board in discharging their duties to enforce the Governing Documents. The Homeowners' Board or any special committee appointed by the Homeowners' Board may

determine the specific manner in which the procedures applicable to each of them respectively are to be implemented, provided that due process is protected.

Section 11. Any inadvertent omission or failure to conduct an adversary proceeding in exact conformity with this Article shall not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has been made to ensure (a) that the charges shall be provided to the Respondent; (b) a hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced; (c) basic principles of fairness have been applied; and (d) a reasonable presentation of the salient facts and findings is made by the Homeowners' Board or the Appeals Committee in the case of any appeal.

ARTICLE XV - DISPUTE RESOLUTION FOR DISPUTES BETWEEN THE HOMEOWNERS' ASSOCIATION AND THE SPONSOR

Section 1. All disputes between the Association and Sponsor will be resolved by binding arbitration. The arbitration will be conducted by the American Arbitration Association ("AAA") in accordance with its applicable rules. In the event that the AAA ceases to operate or is no longer available for matters involving disputes between the Association and Sponsor, the parties agree that the arbitration will be conducted by, and in accordance with the rules of, another nationally recognized arbitration association utilized in the State of New Jersey for such disputes. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the dispute. If there are preliminary steps that would have to be followed under state law before a lawsuit could commence, such as mediation, those steps must be followed before the arbitration can begin. Compliance with state law provisions, and any negotiations or settlement attempts made before arbitration, do not constitute a waiver of arbitration.

END OF BY-LAWS

ODMA\PCDOCS\GHCDOCS\5885702

**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 29th day of July, 2009
by Atanaska Todorova, whose address is about to be 2 San Marco Street,
Princeton Junction, NJ 08550 (hereinafter referred to as "Owner").

WHEREAS, Owner is the owner of 2 San Marco Street, Princeton
Junction, New Jersey, an affordable unit that is situated within the Elements
at West Windsor, a development located in the Township of West Windsor,
County of Mercer, State of New Jersey; and

WHEREAS, municipalities within the State of New Jersey are
required by the Fair Housing Act (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;

WHEREAS, pursuant to the Act, the Affordable Unit described above
has 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 Unit remains affordable to low and moderate-income
eligible households for that period of time described in this Declaration.

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

Article 1. Affordable Housing Covenants

The sale and use of the 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 the 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 Township of West Windsor, 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 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.

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.J.A.C. 5:80-26.5, 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 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 Affordable Unit Owner, 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.

This Declaration replaces and supersedes an Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions which was filed in the Office of the Clerk, County of Mercer in Deed Book 3495, at Page 5.

IN WITNESS WHEREOF, Owner has caused this instrument to be executed this 29th day of July, 2009.

WITNESS:




Atanaska Todorova 07/29/09

Atanaska Todorova

STATE OF NEW JERSEY)
) ss.:
COUNTY OF *Monmouth*)

On this the 29th day of July, 2009 before me came Atanaska Todorova, who acknowledges and makes proof to my satisfaction that she is the Owner named within this Note, and that he has executed said Note for the purposes set forth therein, sworn to and subscribed by him in my presence on this date.

Sworn to and subscribed before me
this the *29th* day of *July*, 2009.



A Notary Public/Attorney of the State of New Jersey

Susan J. Brown
Notary Public of New Jersey
My Commission Expires
October 10, 2012

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Appendix Q:
Princeton Terrace 1 Deed Restrictions

Mercer County Clerk's Office

Return To:

MILLER PORTER MULLER & GAYNOR PC
ONE PALMER SQUARE SUITE 540
PRINCETON NJ 08542

WEST WINDSOR TWP

WEST WINDSOR GARDENS

Index DEEDS

Book 06045 Page 0409

No. Pages 0009

Instrument MISC DEEDS

Date : 3/22/2010

Time : 10:02:50

Control # 201003220130

INST# RD 2010 009050

Employee ID NSEGURA

RECORDING	\$	29.00
RECORDING	\$	31.00
DARM \$3	\$	24.00
NMD1PA	\$	16.00
HTF \$3	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	100.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

*****PLEASE NOTE*****
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *

Paula Sollami-Covello
Mercer County Clerk



This is not a certified copy

Deed Restriction

**To State Regulated Multi-Family Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy**

Prepared by:

Gerald J. Muller

Gerald J. Muller

THIS DEED RESTRICTION, entered into as of this the ___ day of _____, 2010, by and between the Township of West Windsor ("Administrative Agent"), having offices at 271 Clarksville Road, Princeton Junction, NJ 08550, and West Windsor Gardens, L.L.C., having an address at 90 Woodbridge Center Drive, Woodbridge, New Jersey, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project under the name West Windsor Gardens Apartments (the "Project"):

WITNESSETH

Article 1. Consideration

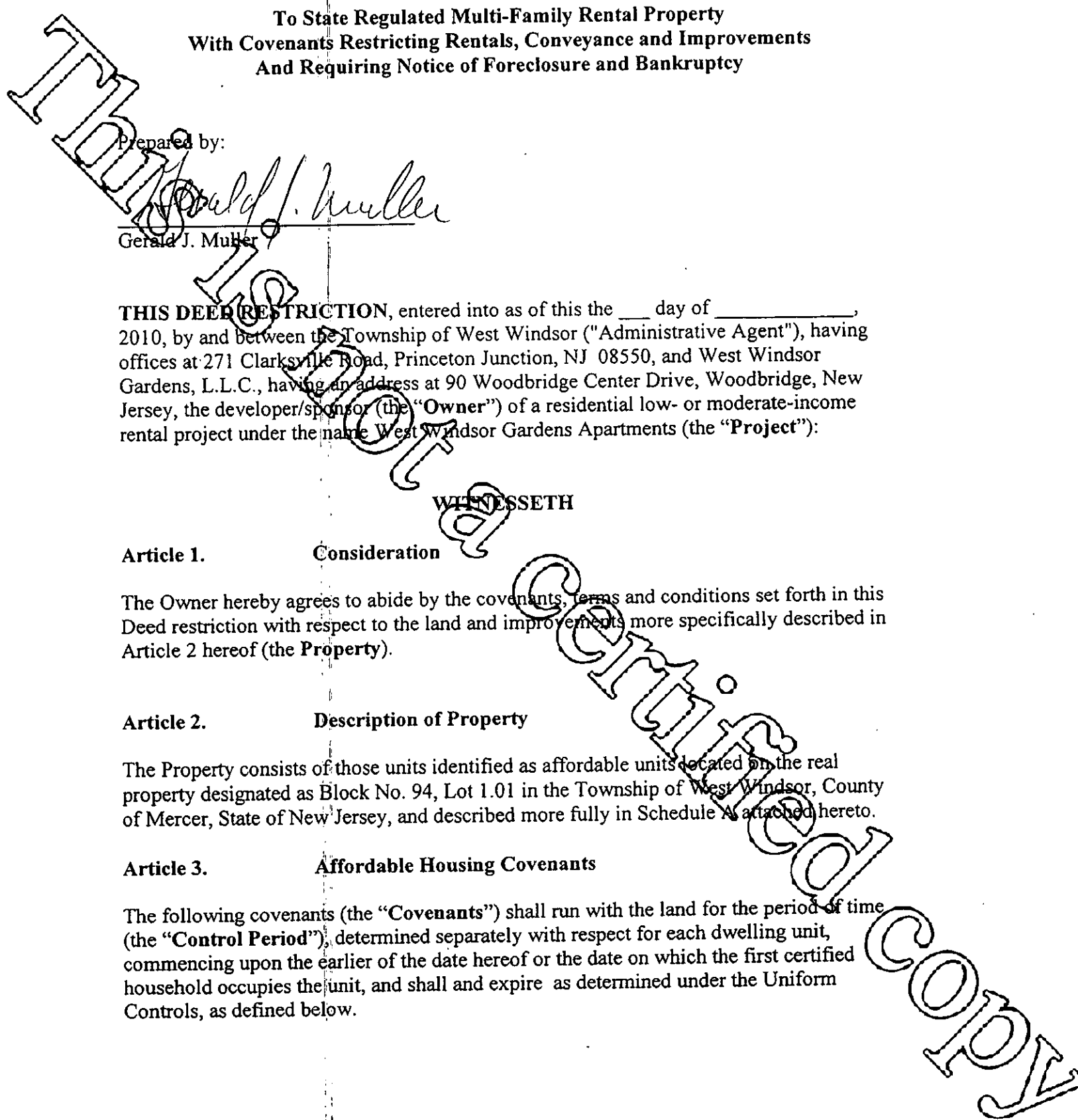
The Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction with respect to the land and improvements more specifically described in Article 2 hereof (the **Property**).

Article 2. Description of Property

The Property consists of those units identified as affordable units located on the real property designated as Block No. 94, Lot 1.01 in the Township of West Windsor, County of Mercer, State of New Jersey, and described more fully in Schedule A attached hereto.

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.



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 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.

Article 5. Other

A. The Owner shall be obligated to pay a service fee to the Authority for initial occupancy and at the time of each new rental occupancy.

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

ATTEST:

Sharon L. Young, Clerk

Township Of West Windsor

Shing-Fu Hsueh, Mayor

ATTEST:

HARRY STANLER
ATTORNEY AT LAW
STATE OF NEW JERSEY

West Windsor Gardens, L.L.C.

Name: David Halpern
Title: Managing Member

By executing this Deed Restriction, the owner/ground lessor of the property (Akselrad Associates, L.P.) consents to the recording of this Deed Restriction in the Mercer County Clerk's office.

WITNESS:

WILLIAM T. SUTPHIN

AKSELRAD ASSOCIATES, L.P.

By: Aline Akselrad, General Partner

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS.
COUNTY OF MIDDLESEX)

On this 9th day of FEBRUARY, 2010 before me, the subscriber, a Notary Public or Attorney at Law of the State of New Jersey personally appeared David M. Halpern, who I am satisfied is the individual named as a Managing Member of West Windsor Gardens, LLC, the limited liability company named in an subscribing to the foregoing Deed Restriction and being by me duly sworn, acknowledged, deposed and said that he signed, sealed and delivered the same as his voluntary act and deed, and the

SCHEDULE A

Chart showing affordable units by category (low-income and moderate income), by number of bedrooms, by phase, and by addresses.

West Windsor Gardens Deed Restriction.doc

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West Windsor Gardens

SCHEDULE A

Chart showing 69 affordable units (i.e., 27 moderate income two bedroom units, 7 moderate income 3 bedroom units, 28 low income two bedroom units and 7 low income three bedroom units) by number of bedrooms and by street addresses.

	REVISED
Phase 1	
Two Bedroom Units	
6104 Blue Jay Way (M)	M
6702 Blue Jay Way (M)	L
5101 Blue Jay Way (M)	L
5102 Blue Jay Way (M)	M
5103 Blue Jay Way (M)	M
7102 Blue Jay Way (L)	L
7103 Blue Jay Way (L)	VL
7105 Blue Jay Way (L)	M
Three Bedroom Units	
7101 Blue Jay Way (M)	L
7104 Blue Jay Way (M)	M
Phase 2	
Two Bedroom Units	
8101 Blue Jay Way (M)	M
8102 Blue Jay Way (L)	L
8103 Blue Jay Way (M)	M
8104 Blue Jay Way (L)	
9102 Blue Jay Way (L)	
9103 Blue Jay Way (M)	M
9105 Blue Jay Way (M)	VL
Three Bedroom Units	
9101 Blue Jay Way (M)	M
9104 Blue Jay Way (M)	L

M = Moderate income unit
L = Low income unit
VL = Very Low (35%) income unit

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Phase 5

Two Bedroom Units

4101 Kestrel Court (L)	L
4102 Kestrel Court (M)	M
4704 Kestrel Court (L)	L
3101 Kestrel Court (VL)	VL
3102 Kestrel Court (M)	M
3104 Kestrel Court (VL)	M
2101 Kestrel Court (L)	L
2102 Kestrel Court (M)	L
2104 Kestrel Court (L)	M
1101 Kestrel Court (M)	M
1102 Kestrel Court (L)	VL
1103 Kestrel Court (L)	M
1104 Kestrel Court (M)	M

Three Bedroom Units

4103 Kestrel Court (L)	L
3103 Kestrel Court (M)	M
2103 Kestrel Court (M)	L

Phase 6

Two Bedroom Units

18101 Warbler Way (M)	M
18102 Warbler Way (L)	L
19101 Warbler Way (VL)	M
19102 Warbler Way (L)	L
20101 Warbler Way (L)	L
20102 Warbler Way (M)	M
21101 Warbler Way (M)	M
21102 Warbler Way (V)	VL

Three Bedroom Units

19103 Warbler Way (L)	L
20103 Warbler Way (U)	M

Phase 3

Two Bedroom Units

10101 Starling Street (L)	L
10102 Starling Street (M)	M
11101 Starling Street (M)	M
11102 Starling Street (L)	L
12101 Thrasher Trail (L)	L
12102 Thrasher Trail (M)	M
12103 Thrasher Trail (M)	M
13101 Thrasher Trail (L)	VL
13102 Thrasher Trail (M)	M

Three Bedroom Units

10103 Starling Street (L)	L
11103 Starling Street (L)	M

Phase 4

Two Bedroom Units

14101 Rookery Court (M)	L
14102 Rookery Court (L)	L
14103 Rookery Court (M)	M
15101 Rookery Court (M)	M
15102 Rookery Court (1)	L
16101 Rookery Court (VL)	VL
16102 Rookery Court (VL)	VL
17101 Rookery Court (VL)	L
17102 Rookery Court (M)	M
17104 Rookery Court (M)	M

Three Bedroom Units

15103 Rookery Court (L)	L
16103 Rookery Court (L)	M
17103 Rookery Court (M)	M

END OF DOCUMENT