

No waiver by the Agency in any particular instance of any Event of Default or required performance by the Owner, and no course of conduct of the parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Owner under this Deed Restriction, at any time shall preclude enforcement of any of the terms of this Deed Restriction thereafter.

**Section 10. Amendments; Notices.** This Deed Restriction may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

Any provisions of this Deed Restriction or the regulations referenced herein requiring the consent or approval of the Agency for the taking of any action or the omission of any action requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.

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

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

Owner: Buckingham Place at South Brunswick, L.L.C.  
155 Raymond Road  
Princeton, New Jersey 08540  
Attention: Constantine Vlevides, II

with a copy to: Director  
Licensing, Certification and Standards  
Division of Health Facilities Evaluation and Licensing  
New Jersey State Department of Health  
120 South Stockton Street, P.O. Box 367  
Trenton, New Jersey 08625-0367

Robert S. Burney, Esq.  
c/o Lindabury, McCormick, Estabrook & Cooper, P.C.  
53 Cardinal Drive  
PO Box 2369  
Westfield, NJ 07091-2369

B06299P0345

All notices shall be deemed given when receipt is acknowledged or by certified or registered mail return receipt received.

**Section 1. Severability.** The invalidity of any part or provision hereof shall not affect the validity, legality and enforceability of the remaining portions hereof, and to this end the provisions of this Deed Restriction shall be severable.

**Section 12. Successors and Assigns.** This Deed Restriction and all rights, duties, obligations and interests arising hereunder shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, successors in title, grantees in title, and permitted assigns.

**Section 13. Claims and Indemnification.**

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

(b) Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, NJSA 59:13-1 et seq. (except for NJSA 59:13-9 thereof). While this statute is not applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to claims arising under this Deed Restriction. It is further acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, NJSA 59:1-1 et seq.

**Section 14. Filing.** This Deed Restriction shall be duly recorded in the Office of the Register/County Clerk of Middlesex County, New Jersey, immediately following its execution.

**Section 15. Conflict.** In the event of any conflict between the terms of this Deed Restriction and the terms of any of the aforementioned documents, the terms of this Deed Restriction shall govern.

**Section 16. Governing Law.** This Deed Restriction shall be governed by the laws of the State of New Jersey. The parties agree that any cause of action that may arise under this Deed Restriction shall have jurisdiction and venue only in the Courts of the State of New Jersey in and for the County of Mercer.

**Section 17. Counterparts.** This Deed Restriction may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument

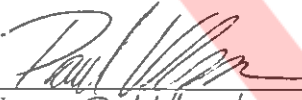
THIS SECTION INTENTIONALLY LEFT BLANK.

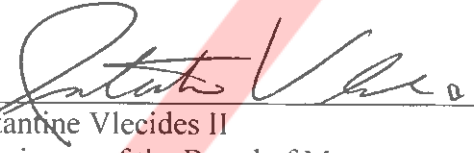
B06299P0346

IN WITNESS WHEREOF, this Deed Restriction has been duly executed by the Owner and Agency on the date set forth above, and by signing below the Owner hereby acknowledges that it has received a true copy of this Deed Restriction without charge.

WITNESS/ATTEST/

OWNER:  
**BUCKINGHAM PLACE AT SOUTH  
BRUNSWICK, L.L.C.**

  
Name: Paul Vlecidis  
Title: Manager

By:   
Constantine Vlecidis II  
Co-Chairman of the Board of Managers

AGENCY:  
**NEW JERSEY HOUSING AND  
MORTGAGE FINANCE AGENCY**

\_\_\_\_\_  
Darryl D. Applegate  
Assistant Secretary

By: \_\_\_\_\_  
Leslie S. Lefkowitz  
Chief of Legal and Regulatory Affairs

This document has been reviewed and approved as to form.

Attorney General of the State of New Jersey

by: \_\_\_\_\_  
Kimberly A. Sked  
Deputy Attorney General

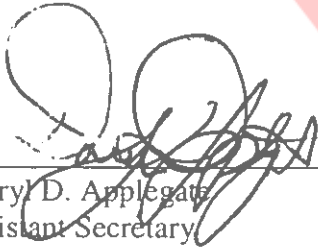
IN WITNESS WHEREOF, this Deed Restriction has been duly executed by the Owner and Agency on the date set forth above, and by signing below the Owner hereby acknowledges that it has received a true copy of this Deed Restriction without charge.

WITNESS/ATTEST/

OWNER:  
**BUCKINGHAM PLACE AT SOUTH  
BRUNSWICK, L.L.C.**

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Constantine Vlevides II  
Co-Chairman of the Board of Managers


  
\_\_\_\_\_  
Darryl D. Applegate  
Assistant Secretary

AGENCY:  
**NEW JERSEY HOUSING AND  
MORTGAGE FINANCE AGENCY**

By:   
\_\_\_\_\_  
Leslie S. Lefkowitz  
Chief of Legal and Regulatory Affairs

This document has been reviewed and approved as to form.


Attorney General of the State of New Jersey

by:   
\_\_\_\_\_  
Kimberly A. Sked  
Deputy Attorney General

806299P0348

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on October 25, 2011 **LESLIE S. LEFKOWITZ** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) he is the **Chief of Legal and Regulatory Affairs of NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document, and b) he executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.

  
Suzanne M. Plesnarski  
Notary Public of New Jersey  
My Commission Expires 9/30/2012

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX SS:

I CERTIFY that on October \_\_\_\_\_, 2011, Constantine Vlecidas II personally appeared before me, a Notary Public of New Jersey, and acknowledged under oath to my satisfaction that (a) he/she is the Co-Chairman of the Board of Managers of **BUCKINGHAM PLACE AT SOUTH BRUNSWICK, L.L.C.**, the limited liability company named in the within document, and (b) he/she executed and delivered this document as the voluntary act of the limited liability company, duly authorized by a proper resolution of its members.

\_\_\_\_\_  
Notary Public of New Jersey

B06299P0349

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on October \_\_\_\_\_, 2011 LESLIE S. LEFKOWITZ personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) he is the **Chief of Legal and Regulatory Affairs of NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document, and b) he executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.

\_\_\_\_\_  
Suzanne M. Plesnarski  
Notary Public of New Jersey  
My Commission Expires 9/30/2012

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX SS:

I CERTIFY that on October 25, 2011, Constantine Vlevides II personally appeared before me, a Notary Public of New Jersey, and acknowledged under oath to my satisfaction that (a) he/she is the Co-Chairman of the Board of Managers of **BUCKINGHAM PLACE AT SOUTH BRUNSWICK, L.L.C.**, the limited liability company named in the within document, and (b) he/she executed and delivered this document as the voluntary act of the limited liability company, duly authorized by a proper resolution of its members.

Francine Antipin

Notary Public of New Jersey

**FRANCINE ANTIPIN**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 6/25/2013

B06299P0350

## SCHEDULE "A"

All that certain tract, lot and parcel of land lying and being in the Township of South Brunswick, County of Middlesex and State of New Jersey being more particularly described as:

BEGINNING at a point, said point being the intersection of the Southerly Right of Way line of Raymond Road (66.00 feet wide) with the Westerly Right of Way line of Egress Road (50 feet with); thence running

1. Along the aforesaid westerly sideline of Egress Road, South 14 degrees 56 minutes 16 seconds West, a distance of 428.37 feet to a point thence
2. Along a curve to the left having a radius of 60.00 feet and an arc length of 105.35 feet to a point; thence
3. Along a curve to the right, having a radius of 40.00 feet and an arc length of 34.53 feet to a point on the northwesterly right of way line of Deerpark Drive (50 feet wide); thence
4. Along the aforesaid Northwesterly sideline of Deerpark Drive, South 53 degrees 47 minutes 28 seconds West a distance of 185.91 feet to a point thence
5. North 36 degrees 12 minutes 32 seconds West, a distance of 493.98 feet to a point; thence
6. North 10 degrees 26 minutes 02 seconds West, a distance of 405.90 feet to a point on the aforesaid southerly sideline of Raymond Road; thence
7. Along the aforesaid southerly sideline of Raymond Road, South 75 degrees 03 minutes 44 seconds East, a distance of 742.39 feet to a point, said point being the point and place of beginning.

Being known and designated as Lot 13.07 in Block 97 as shown on a certain map entitled "Princeton-Corporate-Plaza-Subdivision-Map", filed in the Middlesex County Clerk's Office on October 24, 1984 as Map No. 4764 file no. 971.

FOR INFORMATIONALY PURPOSES ONLY: Being known and designated as Block 97, Lot 13.07 on the Official Tax Map of the Township of South Brunswick, County of Middlesex, New Jersey.

B06299P0351



## 15. PRIOR ROUND: WHEELER ROAD GROUP HOME



**Department of Community Affairs  
Council on Affordable Housing  
Supportive and Special Needs Housing Survey**

Municipality: SOUTH BRUNSWICK TWP. County: MIDDLESEX  
 Sponsor: DELTA COMMUNITY SUPPORTS Developer: DELTA COMMUNITY SUPPORTS  
 Block: 332 Lot: 3 Street Address: 38 WHEELER RD.  
 Facility Name: KENDALL PARK GROUP HOME

<p><b>Section 1. Type of Facility</b></p> <input checked="" type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept of Community Affairs or DHSS) <input type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other - Please Specify _____	<p><b>Section 2. Sources and amount of funding committed to the project</b></p> <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____ <input type="checkbox"/> Balanced Housing - Amount \$ _____ <input type="checkbox"/> HUD - Amount \$ _____ Program _____ <input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____ <input type="checkbox"/> Farmers Home Administration - Amount \$ _____ <input type="checkbox"/> Development fees - Amount \$ _____ <input type="checkbox"/> Bank financing - Amount \$ _____ <input type="checkbox"/> Other - Amount \$ _____ Program _____ <input type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)
<p><b>Section 3. For all facilities other than permanent supportive housing</b></p> <p>Total # of bedrooms reserved for:          Very low-income clients/households <u>3</u>          Low-income clients/households _____          Moderate-income clients/households _____          Market-income clients/households _____</p>	<p><b>Section 4. For permanent supportive housing</b></p> <p>Total # of units _____ including:          # of very low-income units _____          # of low-income units _____          # of moderate-income units _____          # of market-income units _____</p>
<p><b>Section 5.</b></p> <p>Length of Controls: <u>15</u> years          Effective Date of Controls: <u>11/20/03</u>          Expiration Date of Controls: <u>11/20/18</u>          Average Length of Stay: <u>3</u> months (transitional facilities only)  <u>(RESPIRE)</u></p>	<p><b>Section 6:</b></p> <input type="checkbox"/> CO Date: _____ For licensed facilities, indicate licensing agency: <input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF <input type="checkbox"/> Other _____ Initial License Date: _____ Current License Date: _____
<p><b>Section 7</b></p> <p>Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. Length of commitment _____ years          Other operating subsidy sources: <u>DDD</u> Length of commitment <u>1</u> years          Is the subsidy renewable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p><b>Section 8:</b> The following verification is attached:</p> <input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)	
<p><b>Section 9:</b></p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No          Population Served (describe): <u>4 INDIVIDUALS w/DIS</u>          Age-restricted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No          Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p><b>Section 10.</b> Affirmative Marketing Strategy (check all that apply)</p> <input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list <input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director	

**CERTIFICATIONS**

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: [Signature], President Date: 3-30-15  
 Project Administrator

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Municipal Housing Liaison



New Jersey's An Equal Opportunity Employer



**State of New Jersey**  
**Department of Human Services**  
**Office of Licensing**



**LICENSE**

**DELTA COMMUNITY SUPPORTS, INC.**

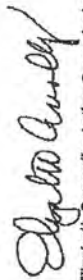
1130 Route 202  
Raritan, NJ 08869

*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  
38 WHEELER RD  
KENDALL PARK, NJ 08824

**This License is effective from 05/31/2015 to 05/31/2016**

  
Elizabeth Connolly, Acting Commissioner  
Department of Human Services



MIDDLESEX COUNTY CLERK

Return To:

JOHN SULLY  
COUNTY OF MIDDLESEX  
HOUSING & COMMUNITY DEVELOPMENT  
JFK SQ NEW BRUNSWICK NJ 08901

Index DEED BOOK

Book 05324 Page 0546

No. Pages 0005

Instrument DEED EXEMPT

Date : 5/25/2004

Time : 3:47:25

Control # 200405251014

INST# DE 2004 011932

Employee ID LESUERY

DEVELOPMENTAL RESOURCES CORPOR  
ATION

RECORDING	\$	45.00
EXEMPT	\$\$\$	.00
DARM	\$	12.00
NJPRPA	\$\$\$	8.00
DARM 3.00	\$	3.00
NJPRPA	\$\$\$	2.00
- - - - -	\$	.00
	\$\$\$	.00
	\$	.00

Total: \$ 70.00

STATE OF NEW JERSEY  
MIDDLESEX COUNTY CLERK

ELAINE FLYNN  
COUNTY CLERK



200405251014



Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

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PAGE NUMBER, USE THE  
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ABOVE.

BK5324PG546

RECORDED  
STATE M. FLYNN  
MIDDLESEX COUNTY CLERK

**DEED**

04 MAY 25 PM 3:52

Prepared by:

*Robert J. Foley*

BOOK # \_\_\_\_\_

PAGE # \_\_\_\_\_

# OF PAGES \_\_\_\_\_

Robert J. Foley  
Attorney at Law of New Jersey

This Deed is made on, November 20, 2003

**BETWEEN** Developmental Resources Corporation

a corporation of the state of New Jersey

having its principal office at 1130 Route 202 South, Raritan, NJ 08869 referred to as the Grantor,

**AND** Developmental Resources Corporation

whose post office address is 1130 Route 202 South, Raritan, NJ 08869 referred to as the Grantee. The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of One AND no/100 (\$1.00) dollars. The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of South Brunswick Block No. 332 Lot No. 3 Account No.

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

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

The property is commonly known as 38 Wheeler Road.

Being the same property conveyed to the Grantor herein by deed from Roland L. Cargill and Mary M. Cargill, husband and wife, dated July 14, 1987 and recorded on November 6, 1987 in the Middlesex County Clerk's Office in Deed Book 3660, Page 105.

This Deed is subject to the following restrictions which shall expire automatically on November 20, 2018.

Owner agrees to the following HOME Investment Partnerships program requirements:

(a) to maintain the affordability of these units for at least fifteen (15) years from the date of this deed in accordance with the following conditions:

(1) initially, 100% of the units must have rents that are not greater than the lesser of the latest applicable HUD Fair Market Rents for Middlesex County, low HOME rents for Middlesex County or 30% of the adjusted income for households at 50% of the median family income for households of the same size, less the monthly allowance for utilities and services (excluding telephone) to be paid by the tenant;

(2) the standard used for utility allowance will be that used by the Middlesex County Public Housing Agency and/or its successors;

(3) future maximum monthly rents must be recalculated annually by Owner, using the latest applicable low HUD HOME rents affordable to families earning 50% or less of the Middlesex County median income for households of the same size. These rents shall be subject to review and approval by the County.

(b) to insure that 100% of the units are initially occupied by households whose annual incomes are 50% or less of the Middlesex County median income for households of the same size, as published by HUD.

This restriction shall expire automatically on November 20, 2018.

See Schedule A attached hereto.

BK5324PG547