A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in the New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. Sale and use of the Property is also subject to the terms, conditions and restrictions of the "Agreement Between The ARC of Middlesex County and Township of South Brunswick for the Purchase, Development and Administration of Affordable Housing Group Homes" dated April 19, 2012, which is attached hereto and is incorporated herein by reference as if set forth at length.

C. The Property shall be used solely for the purpose of providing rental dwelling units for low- and/or moderate-income individuals or households for the developmentally disabled, as licensed and/or regulated by the New Jersey Department of Human Services (DHS) and Department of Developmentally Disabled (DDD). No commitment for any such dwelling unit shall be given or implied, without exception, to any person who is not qualified pursuant to DHS/DDD guidelines and has not been certified for that unit by the Municipality. 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 Municipality.

D. Any lease or rental agreement shall include the following clause in a conspicuous place:

> "The Owner's right, title and interest in this property and the use, sale, resale, rental, mortgage, refinance or encumbrance of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an agreement entitled 'Agreement Between The ARC of Middlesex County and Township of South Brunswick for the Purchase, Development and Administration of Affordable Housing Group Homes' dated April 19, 2012, which has been recorded as part of a Deed Restriction in the Office of the Middlesex County Clerk and which is also on file with the Township of South Brunswick."

E. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units unless approved in advance and in writing by the Municipality.

F. The Owner shall notify the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon the Owner.

G. The Owner shall notify the Municipality within three (3) business days of the filing of any petition for protection from creditors, bankruptcy or reorganization filed by or on behalf of the Owner.

H. This Deed Restriction shall have priority over all mortgages and encumbrances on the Property, subject and subordinate to the First Mortgage and the Financing, Deed Restriction and Regulatory Agreement between the Owner and the New Jersey Housing and Mortgage Finance Agency ("Agency") of even date herewith. The Property shall remain subject to the Covenants contained herein and the affordability controls set forth in the Uniform Controls despite the occurrence of any of the following events:

(1) a sublease or assignment of the lease of the Property or any portion thereof;
(2) a sale or voluntary transfer of the ownership of the Property; or
(3) the entry and enforcement of any judgment of foreclosure.

806429 401

I. The Property shall be rented and/or sold in accordance with all rules, regulations, and requirements duly promulgated by the State of New Jersey, Department of Community Affairs, or its successor agency/entity, the intent of which is to ensure that the Property remains affordable to and occupied by low- and/or moderate-income–eligible persons and/or households throughout the duration of this Deed Restriction.

J. The terms and restrictions of this Deed Restriction shall in no way impair the Agency's ability to exercise the contract remedies available to it in the event of any default of its First Mortgage or violation of the Financing, Deed Restriction and Regulatory Agreement between the Owner and the Agency, as such remedies are set forth in said documents.

K. In the event the Property is acquired by a First Mortgagee by a foreclosure or a Deed in Lieu of Foreclosure, or by a purchaser at a foreclosure sale conducted by the holder of the First Mortgage, the Property shall continue to be subject to the restrictions set forth herein, which shall remain in effect. All of the restrictions contained herein shall continue to be effective as of the date of transfer of title with regard to the First 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 the Property.

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

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Controls, and the obligation for the provision of low-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 Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Owner, or any successor in interest or other owner of the Property, the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under the Uniform Controls and specific performance.

(The remainder of this page intentionally left blank)

B06429P402

IN WITNESS WHEREOF, the Municipality and the Owner have executed this Deed Restriction as of the date first above written.

Attest: TOWNSHIP OF SOUTH BRUNSWICK

Barbara Nyitrai, Township Clerk BY: Frank Gambatese, Mayor

Witness: THE ARC OF MIDDLESEX COUNTY, INC.

Shari White, Assist. Exec. Director BY: Richard Sheridan, Executive Director

B06429P403

STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

I CERTIFY that on December 11, 2012, BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

(a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;

(b) she is the attesting witness to the signing of this document by Frank Gambatese who is the Mayor of the Township of South Brunswick;

(c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;

(d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and

(e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me
On December 11, 2012

Donald J. Sears
An Attorney at Law
In the State of New Jersey

Barbara Nyitrai, Township Clerk

B06429 404

STATE OF NEW JERSEY:

SS

COUNTY OF MIDDLESEX:

I CERTIFY that on January 23, 2013, Richard Sheridan personally came before me, the subscriber, an Attorney at Law of the State of New Jersey, and acknowledged under oath, to my satisfaction, that:

(a) he is the Executive Director of The ARC of Middlesex County, Inc., the not-for-profit corporation named in this document; and

(b) he executed and delivered this document as the voluntary act of the not-for-profit corporation duly authorized by the Members.

Bruce Samuels, Esq.
Attorney at Law of New Jersey

MIDDLESEX COUNTY CLERK

Return To:

FIRST AMERICAN
P O BOX 327
PLAINSBORO , NJ
08536

ARC OF MIDDLESEX COUNTY, INC.

Index DEED BOOK

Book 06390 Page 0608

No. Pages 0007

Instrument DEED W/O ABSTRA

Date : 9/27/2012

Time : 10:29:08

Control # 201209270195

INST# DE 2012 010567

Employee ID PATELD

RECORDING	$	50.00
DARM	$	18.00
NJPRPA	$	12.00
- - - - -	$	.00
- - - - -	$	.00
RECORDING	$	3.00
	$	.00
	$	.00
	$	.00
Total:	$	83.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

PLEASE NOTE
DO NOT REMOVE THIS COVERSHEET
IT CONTAINS ALL RECORDING INFORMATION

ELAINE FLYNN
COUNTY CLERK

201209270195

COUNTY OF MIDDLESEX

Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

DO NOT REMOVE THIS PAGE. TO ACCESS THE IMAGE OF THE DOCUMENT RECORDED HEREUNDER BY BOOK AND PAGE NUMBER, USE THE BOOK AND PAGE NUMBER ABOVE.

B06390P0608

1872406 PRC
~~1012472~~ 1

Record and return:
FIRST AMERICAN TITLE
P.O. Box 327
Plainsboro, NJ 08536-0327

Record and Return to:

Donald J. Sears, Esq.
Township of South Brunswick
540 Ridge Road
P.O. Box 190
Monmouth Junction, NJ 08852

Prepared By:

Donald J. Sears, Esq.

RECORDING DIVISION MIDDLESEX CTY.
2012 SEP 27 AM 10

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY

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

THIS DEED RESTRICTION, entered into as of this 19 day of September, 2012, by and between the **Township of South Brunswick**, a municipal corporation of the State of New Jersey, with offices at 540 Ridge Road, Monmouth Junction, New Jersey 08852 ("Municipality") and **The ARC of Middlesex County, Inc.**, a non-profit corporation of the State of New Jersey, with offices at 219 Blackhorse Lane, Suite 1, North Brunswick, NJ 08902 ("Owner"), the owner of a residential low-income rental home for the developmentally disabled:

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or the right to develop received by the Owner from the Municipality, 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 all of the land, and improvements thereon, that is located in the Township of South Brunswick, County of Middlesex, State of New Jersey, and described more specifically as Block No. 338, Lot No. 12, and known by the street address: 24 Kingsley Road, Kendall Park, NJ 08824.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of 45 years (the "Control Period"), commencing upon the date the Owner obtains title to the Property, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, the Property shall remain subject to the requirements of said subchapter during the Control Period unless the Municipality elects to release the Property from such requirements. Prior to such a Municipal election, the Property must remain subject to the requirements of said subchapter and this Deed Restriction for a period of at least 45 years.

B06390P0609

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in the New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. Sale and use of the Property is also subject to the terms, conditions and restrictions of the "Agreement Between The ARC of Middlesex County and Township of South Brunswick for the Purchase, Development and Administration of Affordable Housing Group Homes" dated April 19, 2012, which is attached hereto and is incorporated herein by reference as if set forth at length.

C. The Property shall be used solely for the purpose of providing rental dwelling units for low- and/or moderate-income individuals or households for the developmentally disabled, as licensed and/or regulated by the New Jersey Department of Human Services (DHS) and Department of Developmentally Disabled (DDD). No commitment for any such dwelling unit shall be given or implied, without exception, to any person who is not qualified pursuant to DHS/DDD guidelines and has not been certified for that unit by the Municipality. 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 Municipality.

D. Any lease or rental agreement shall include the following clause in a conspicuous place:

> "The Owner's right, title and interest in this property and the use, sale, resale, rental, mortgage, refinance or encumbrance of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an agreement entitled 'Agreement Between The ARC of Middlesex County and Township of South Brunswick for the Purchase, Development and Administration of Affordable Housing Group Homes' dated April 19, 2012, which has been recorded as part of a Deed Restriction in the Office of the Middlesex County Clerk and which is also on file with the Township of South Brunswick."

E. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units unless approved in advance and in writing by the Municipality.

F. The Owner shall notify the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon the Owner.

G. The Owner shall notify the Municipality within three (3) business days of the filing of any petition for protection from creditors, bankruptcy or reorganization filed by or on behalf of the Owner.

H. This Deed Restriction shall have priority over all mortgages and encumbrances on the Property, subject and subordinate to the First Mortgage and the Financing, Deed Restriction and Regulatory Agreement between the Owner and the New Jersey Housing and Mortgage Finance Agency ("Agency") of even date herewith. The Property shall remain subject to the Covenants contained herein and the affordability controls set forth in the Uniform Controls despite the occurrence of any of the following events:

(1) a sublease or assignment of the lease of the Property or any portion thereof;
(2) a sale or voluntary transfer of the ownership of the Property; or
(3) the entry and enforcement of any judgment of foreclosure.

B06390P0610

I. The Property shall be rented and/or sold in accordance with all rules, regulations, and requirements duly promulgated by the State of New Jersey, Department of Community Affairs, or its successor agency/entity, the intent of which is to ensure that the Property remains affordable to and occupied by low- and/or moderate-income–eligible persons and/or households throughout the duration of this Deed Restriction.

J. The terms and restrictions of this Deed Restriction shall in no way impair the Agency's ability to exercise the contract remedies available to it in the event of any default of its First Mortgage or violation of the Financing, Deed Restriction and Regulatory Agreement between the Owner and the Agency, as such remedies are set forth in said documents.

K. In the event the Property is acquired by a First Mortgagee by a foreclosure or a Deed in Lieu of Foreclosure, or by a purchaser at a foreclosure sale conducted by the holder of the First Mortgage, the Property shall continue to be subject to the restrictions set forth herein, which shall remain in effect. All of the restrictions contained herein shall continue to be effective as of the date of transfer of title with regard to the First 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 the Property.

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

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Controls, and the obligation for the provision of low-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 Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Owner, or any successor in interest or other owner of the Property, the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under the Uniform Controls and specific performance.

(The remainder of this page intentionally left blank)

B06390P0611

IN WITNESS WHEREOF, the Municipality and the Owner have executed this Deed Restriction as of the date first above written.

Attest:

TOWNSHIP OF SOUTH BRUNSWICK

Barbara Nyitrai, Township Clerk

BY: Frank Gambatese
Frank Gambatese, Mayor

Witness:

THE ARC OF MIDDLESEX COUNTY, INC.

Bruce Samuels, Esq.

BY: Richard Sheridan
Richard Sheridan
Executive Director

B06390P0612

STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

I CERTIFY that on September 19, 2012, BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

(a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;

(b) she is the attesting witness to the signing of this document by Frank Gambatese who is the Mayor of the Township of South Brunswick;

(c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;

(d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and

(e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me
On September 19, 2012

Donald J. Sears
An Attorney at Law
In the State of New Jersey

Barbara Nyitrai, Township Clerk

B06390P0613

STATE OF NEW JERSEY:

SS

COUNTY OF MIDDLESEX:

I CERTIFY that on September 19, 2012, Richard Sheridan personally came before me, the subscriber, an Attorney at Law of the State of New Jersey, and acknowledged under oath, to my satisfaction, that:

(a) he is the Executive Director of The ARC of Middlesex County, Inc., the not-for-profit corporation named in this document; and

(b) he executed and delivered this document as the voluntary act of the not-for-profit corporation duly authorized by the Members.

Bruce Samuels, Esq.
Attorney at Law of New Jersey

MIDDLESEX COUNTY CLERK

Index DEED BOOK

Book 06430 Page 0866

No. Pages 0007

Instrument DEED W/O ABSTRA

Date : 2/28/2013

Time : 11:29:32

Control # 201302280413

INST# DE 2013 002538

Employee ID BADAL

Return To:

FIRST AMERICAN TITLE
P O BOX 327
PLAINSBORO NJ 08536

SOUTH BRUNSWICK TOWNSHIP OF

RECORDING	$	50.00
DARM	$	18.00
NJPRPA	$	12.00
- - - - -	$	.00
- - - - -	$	.00
RECORDING	$	3.00
	$	.00
	$	.00
	$	.00
Total:	$	83.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

PLEASE NOTE
DO NOT REMOVE THIS COVERSHEET
IT CONTAINS ALL RECORDING INFORMATION

ELAINE FLYNN
COUNTY CLERK

201302280413

COUNTY OF MIDDLESEX

Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

DO NOT REMOVE THIS PAGE. TO ACCESS THE IMAGE OF THE DOCUMENT RECORDED HEREUNDER BY BOOK AND PAGE NUMBER, USE THE BOOK AND PAGE NUMBER ABOVE.

Record and return:
FIRST AMERICAN TITLE
P.O. Box 327
Plainsboro, NJ 08536-0327
1909291

RECORDED
ELAINE M. FLYNN
MIDDLESEX CTY CLERK

2013 FEB 28 AM 11:36

BOOK #
PAGE #
OF PAGES

Record and ~~Return to~~:

Donald J. Sears, Esq.
Township of South Brunswick
540 Ridge Road
P.O. Box 190
Monmouth Junction, NJ 08852

Prepared By:

Donald J. Sears, Esq.

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY

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

THIS DEED RESTRICTION, entered into as of this 8 day of FEBRUARY, 2013 by and between the **Township of South Brunswick**, a municipal corporation of the State of New Jersey, with offices at 540 Ridge Road, Monmouth Junction, New Jersey 08852 ("Municipality") and **The ARC of Middlesex County, Inc.**, a non-profit corporation of the State of New Jersey, with offices at 219 Blackhorse Lane, Suite 1, North Brunswick, NJ 08902 ("Owner"), the owner of a residential low-income rental home for the developmentally disabled:

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or the right to develop received by the Owner from the Municipality, 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 all of the land, and improvements thereon, that is located in the Township of South Brunswick, County of Middlesex, State of New Jersey, and described more specifically as Block No. 307, Lot No. 2, and known by the street address: 24 Palmer Road, Kendall Park, NJ 08824.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of 45 years (the "Control Period"), commencing upon the date the Owner obtains title to the Property, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, the Property shall remain subject to the requirements of said subchapter during the Control Period unless the Municipality elects to release the Property from such requirements. Prior to such a Municipal election, the Property must remain subject to the requirements of said subchapter and this Deed Restriction for a period of at least 45 years.

B06430P-867

6

206