

1. GENERAL INFORMATION AND TRUST FUND MONITORING

| | | |
|--|--|-----------|
| MUNICIPALITY NAME: | Borough of Haddon Heights | |
| COUNTY: | Camden County | |
| Date through which funds reported: | | 30-Jun-20 |
| Name of person filling out form and affiliation/role: | Katherine Packowski, Administrative Agent, Triad Associates Christie Ehret, CMFO, Haddon Heights | |
| Date of filling out form: | | 10-Aug-20 |
| Email: | kpackowski@triadincorporated.com cehret@haddonhts.com | |
| Municipal Housing Liaison for municipality: | | |
| Email: | | |
| Income Limits Year Being Used by Municipality*: | | 2020 |

TRUST FUND INFORMATION

| | | | Total |
|---|--|------|-----------|
| REVENUE SUMMARY | | | |
| Barrier Free Escrow | | | \$0 |
| Development Fees | | | \$300,000 |
| Interest Earned | | | \$0 |
| Other Income (HR Loan Repayment 4 Douglas Ct) | | | \$0 |
| Payments-in-Lieu of Construction | | | \$0 |
| TOTAL | | \$ - | \$0 |

| | | | |
|--|--|------|----------|
| EXPENDITURE SUMMARY | | | |
| Administration** | | | \$53,896 |
| Affordability Assistance*** | | | \$0 |
| Very Low-Income Affordability Assistance | | | \$0 |
| Barrier Free Conversions | | | \$0 |
| Housing Activity | | | \$0 |
| TOTAL | | \$ - | \$0 |

| ADMINISTRATION: Date in Approved Spending Plan to Present | | | |
|--|----------------------|--------|-------------|
| Bach Associates | Planner | | \$38,170.00 |
| Wade, Long, Wood & Long LLC | | | \$180.00 |
| LFB Planning | Planner | | \$4,386.25 |
| Triad Associates | Administrative Agent | | \$1,822.50 |
| Platt & Riso | Legal | | \$9,337.13 |
| TOTAL | | \$0.00 | \$53,896 |

| AFFORDABILITY ASSISTANCE: Date in Approved Spending Plan to Present | | | |
|--|---|--------|-----|
| Name | List affordability assistance projects and programs | Amount | |
| | | | |
| | | | |
| TOTAL | | 0 | \$0 |

| HOUSING ACTIVITY: Date in Approved Spending Plan to Present | | | |
|--|--------------------------|--------------|-----|
| Type of Housing Activity | Specific Site or Program | Amount | |
| | | | |
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| TOTAL | | \$0.00 | \$0 |
| Balance as of 6/30/2020 | | \$246,104.12 | |

Comments:

*View 2020 income limits: https://ahpnj.org/member_docs/Income_Limits_2020.pdf
https://ahpnj.org/member_docs/Income_Limits_2019_FINAL.pdf
https://ahpnj.org/member_docs/Income_Limits_2018.pdf
https://ahpnj.org/member_docs/Income_Limits_2017.pdf

**Administrative expenses cannot total more than 20% of collected revenues, less any Administrative expenses already disbursed.

***Affordability Assistance must equal at least 30% of revenues collected after July 2008, with one-third of that dedicated to very low-income Affordability Assistance

2. REHABILITATION

| | | |
|---|---|--|
| Total Third Round rehabilitation obligation | 0 | |
| Rehabilitation program administrator(s) with email, phone number, and address: (if multiple rehab programs list administrator for each) | | |
| Period of time covered (Only completed rehabs since either the adoption of the Housing Element and Fair Share Plan or the previous annual report should be included on this sheet): | | |

Please list below all units rehabilitated towards the municipality's Third Round rehabilitation obligation.

| Street Address | 2 | | 3 | | | | 4 | | 5 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 | | |
|----------------|-----------------------------|--|-------|-----|-------------|-------|--------|----------|-----|----------|----------------------------------|-----------------------------------|------------------|--------------------------|---|---|--|-------------------------------------|--------------------|--|----|--|----|--|--|
| | Case Number (if applicable) | Rehab program used (e.g. county program, municipal rental rehab) | Block | Lot | Unit Number | Owner | Renter | Very Low | Low | Moderate | Final Inspection Date (mm/dd/yy) | Funds expended on hard costs (\$) | Funds recaptured | Major system(s) repaired | Was unit below code and raised to code? (Y/N) | Effective date of affordability controls (mm/dd/yy) | Length of affordability controls (years) | Affordability control removed (Y/N) | Creditworthy (Y/N) | | | | | | |
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Comments:

Verification by Program Administrator that all households are income eligible, that appropriate affordability controls are in place and that rental prices conform to COAH regulations.

Program Administrator

Date

Verification by Building Code Official that units were below code and raised to code per the NJ State Housing Code or the Rehabilitation Subcode and that the work involved major systems.

Code Official

Date

3. PRIOR AND THIRD ROUND MONITORING

| Site / Program Name: | Kings Run | Bancroft School Group Home | Youth Services Inc. Group Home | Stanfill Commons |
|---|--|--|--|--|
| Project developer: | Inclusionary | Group Homes | Group Homes | Stanfill Commons |
| Compliance Mechanism: | Age Restricted Sale Units | Supportive Housing | Supportive Housing | 100% Affordable |
| Compliance Mechanism #2 (if project has multiple): | | | | |
| Round: | Prior Round | Prior Round | Prior Round | Prior Round and Third Round |
| Block (if multiple separate by commas): | 37 | 87 | 28 | 37, 34 |
| Lot (if multiple separate by commas): | 9C0413, 9C0311, 9 and 10C0207, 9&10C0411 | 2,06 | 8 | 3, 7, 18 |
| Address: | 401 E. Atlantic Avenue Units 413, 311, 207, and 411 | 1214 S. Park Avenue | 101 E. Atlantic Avenue | 404 White Horse Pike (12 units) 412 White Horse Pike (4 units) 411 White Horse Pike (10 units) |
| Construction required to begin by (for mechanisms other than inclusionary development): | | | | |
| Status: | Completed and Occupied | Completed and Occupied | Completed and Occupied | Completed and Occupied |
| If project has site plan /or subdivision approval, date building permits received (DD/MM/YYYY): | | | | |
| If "approved not built" or "under construction," date of site plan and/or subdivision approval: | | | | |
| If "under construction," expected date of completion: | | | | |
| Date of issuance of C.O.: | | | | |
| If "built," date controls began: | 2014-2015 | | | |
| Length of Affordability Controls (years): | 30 | | | |
| Administrative Agent or other entity responsible for affirmative marketing: | Triad Associates 1301 W. Forest Grove Veslind, NJ 856 690-9590 bmingey@triadincorporated.com | Bancroft Neurohealth 1213 S. Park Avenue | Youth Services Inc. 101 E. Atlantic Avenue | PRD Management 587 Haddon Ave Collingswood, NJ 08108 manager@stanfill.prd.net (856) 546-4844 |
| Contribution (for payments in lieu) | 0 | 0 | 0 | 0 |
| Total Affordable Housing Units Proposed | 4 | 4 | 5 | 26 |
| Total Affordable Housing Units Completed to Date | 4 | 4 | 5 | 25 |
| Type of Affordable Units: | | | | |
| Family | | | | |
| Family For-Sale | | | | |
| Family Rental | | | | |
| Senior | | | | |
| Senior For-Sale | 4 | | | |
| Senior Rental | | | | 25 |
| Supportive/Special needs | | | | |
| Supportive For-Sale | | | | |
| Supportive Rental | | 4 | 5 | |

| Bedroom/Income Splits: | | | | |
|--|---|---|--|--|
| 1 BR or Efficiency Affordable Units | | | | |
| Very Low-Income: | | | | |
| Low-Income: | 2 | | | |
| Moderate-Income: | 2 | | | |
| 2 BR Affordable Units | | | | |
| Very Low-Income: | | | | |
| Low-Income: | | | | |
| Moderate-Income: | | | | |
| 3+ BR Affordable Units | | | | |
| Very Low-Income: | | | | |
| Low-Income: | | | | |
| Moderate-Income: | | | | |
| Supportive/Special Needs Units: | | 4 | | |
| Very Low-Income: | | 4 | | |
| Low-Income: | | | | |
| Moderate-Income: | | | | |

| OVERALL PRIOR AND THIRD ROUND SUMMARY | NUMBER | PERCENT |
|---------------------------------------|--------|---------|
| Total Units | 38 | - |
| Very-Low Income Units | 4 | 11% |
| Low-Income | 2 | 5% |
| Moderate-Income | 2 | 5% |
| Family | 0 | 0% |
| Senior | 0 | 0% |
| Supportive/Special Needs | 9 | 24% |
| For Sale | 4 | 11% |
| Rental | 34 | 89% |

Comments:

4. VERY LOW INCOME REPORTING

| Very Low Income Units approved and constructed since July 17, 2008 | | | | |
|---|-------------------------------|---|--|---|
| Development/Compliance Mechanism | Total Affordable Units | VLI units constructed as of date of report | VLI units not constructed as of date of this report but still planned | Type of Very Low Income Unit (Family, Senior, Special Needs) |
| Supportive Housing - Group Homes | 9 | 9 | | Special Needs |
| | | | | |
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| Total | 9 | 9 | 0 | |

This tab provides reporting required on very low income units, i.e. units affordable to and reserved for households at or below 30% of regional median income.
 See N.J.S.A. 52:27D-329.1.

Group Home Survey/Licenses



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

BANCROFT NEUROHEALTH

1255 Caldwell Road
Cherry Hill, NJ 08053

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



1214 S. Park Avenue

This License is effective from 04/30/2019 to 04/30/2020

A handwritten signature in cursive script, appearing to read "Carole Johnson".

Carole Johnson, Commissioner, Department of Human Services

Kings Run Deed Restriction

**Township of Haddon
Heights Affordable Units**

Kings Run

| Name | Date Qualified | Low/Mod | Unit Number | Sales Price | Closing Date | COAH Deed Recorded | Repayment Mortgage Recorded* | Notes |
|------------------------------------|----------------|--------------|-------------|-------------|--------------|--------------------|------------------------------|-------|
| Joseph & Bonnie Oechsle | 2/3/2014 | Low 49% | 207 | \$57,282 | 4/2/2014 | 5/9/2014 | 5/9/2014 | 1 BR |
| Myrian Colon | 11/17/2014 | Low 50% | 413 | \$59,127 | 1/5/2015 | 2/17/2015 | 2/17/2015 | 1 BR |
| Tom & Mary Vincent | 2/12/2014 | Moderate 53% | 411 | \$59,127 | 3/18/2014 | 3/28/2014 | 3/28/2014 | 1 BR |
| Frances Hansen | 11/19/2014 | Moderate 63% | 311 | \$70,000 | 12/8/2014 | 1/9/2015 | 1/9/2015 | 1 BR |
| E. Atlantic Avenue, Haddon Heights | | | | | | | | |
| \$196 monthly fee | | | | | | | | |
| Approx. 2,500 taxes | | | | | | | | |



**Camden County
Document Summary Sheet**

DEED-OR BOOK 10155 PG 1112
 RECORDED 02/17/2015 13:05:10
 FILE NUMBER 2015013361
 RCPT # 1542406; RECD BY: eRecord
 RECORDING FEES 123.00
 TOTAL TAX 238.00

CAMDEN COUNTY CLERK

520 MARKET ST
 CAMDEN NJ 08102

Official Use Only

Transaction Identification Number

2359888 1605347

| | |
|---|------------|
| Submission Date(mm/dd/yyyy) | 02/05/2015 |
| No. of Pages (excluding Summary Sheet) | 9 |
| Recording Fee (excluding transfer tax) | \$123.00 |
| Realty Transfer Tax | \$238.00 |
| Total Amount | \$361.00 |

Return Address (for recorded documents)

SURETY TITLE COMPANY
 11 EVES DRIVE, SUITE 150
 MARLTON, NJ 08053

| | |
|----------------------|-----------------------|
| Document Type | DEED/NEW CONSTRUCTION |
|----------------------|-----------------------|

| | |
|------------------------|----|
| Municipal Codes | |
| CAMDEN COUNTY | 99 |

| | |
|-------------------|----------------------------|
| Batch Type | L2 - LEVEL 2 (WITH IMAGES) |
|-------------------|----------------------------|

Bar Code(s)



Additional Information (Official Use Only)

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**Camden County
Document Summary Sheet**

| | | | | | | |
|----------------------------------|-----------------------|--|---|-----------------------|--|---------------------------|
| DEED/NEW CONSTRUCTION | Type | | DEED/NEW CONSTRUCTION | | | |
| | Consideration | | \$59,127.00 | | | |
| | Submitted By | | SIMPLIFILE, LLC. (SIMPLIFILE) | | | |
| | Document Date | | 01/05/2015 | | | |
| | Reference Info | | | | | |
| | Book ID | | Book | Beginning Page | Instrument No. | Recorded/File Date |
| | | | | | | |
| | GRANTOR | | Name | | Address | |
| | | | HADDON HEIGHTS CONDOMINIUM ASSOCIATES LLC A NEW JERSEY LIMITED LIAB | | 78 EAST MAIN STREET, MARLTON, NJ 08053 | |
| | GRANTEE | | Name | | Address | |
| | | | MYRIAN COLON | | 401 E ATLANTIC AVENUE UNIT 413, HADDON HEIGHTS, NJ 08035 | |
| | Parcel Info | | | | | |
| | Property Type | | Tax Dist. | Block | Lot | Qualifier |
| | | | 99 | 37 | 9 C0413 | 99 |

* DO NOT REMOVE THIS PAGE.
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MANDATORY DEED FORM FOR OWNERSHIP UNITS

PREPARED BY: _____
Matthew Haydinger, Authorized Member

Deed
NEW CONSTRUCTION

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 5th day of January, 2015, by and between Haddon Heights Condominium Associates, LLC, a New Jersey limited liability company, c/o 78 East Main Street, Marlton, New Jersey 08053 (Grantor) and Myrian Colon (Grantee), 401 E. ATLANTIC AVENUE, UNIT 413, HADDON HEIGHTS, NJ 08035

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Fifty-nine Thousand One Hundred Twenty-seven and 00/100 (\$59, 127.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is 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 municipality of the Borough of Haddon Heights, County of Camden, State of New Jersey, and described more specifically as Block No. 37, Lot Nos. 9 CO413, and known by the street address:

401 East Atlantic Avenue, Unit 413, Haddon Heights, New Jersey 08035

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

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 "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the date hereof (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.

42416 CD-01

SALE AND USE of the Property is governed by the Declaration of Covenants, Conditions and Restrictions implementing Affordable Housing Controls on State regulated property that was filed against the property and recorded on August 15, 2008, in Deed Book 8889, Page 1877 and amended in Deed Book 8928, Page 1441 and last amended in Deed Book 9688, Page 1881, in the office of the Clerk, County of Camden (the "Restrictions"), and is subject to all remedies set forth in the Restrictions.

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;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by Triad Associates, an administrative agent appointed under the Regulations, or any subsequent administrative agent appointed by the Borough of Haddon Heights (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property 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 Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property 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 Property 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 Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

Article 5. 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. 5:80-26.10A(b):

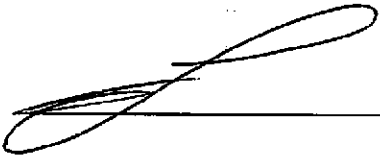
- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the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

By acceptance of this Deed, the Grantee, for the Grantee and all Successors to the Grantee's interest (i) consents to any and all future amendments and supplements of the Master Deed or of the Certificate of Incorporation, By-laws and any rules and regulations of the Association (collectively referred to in this Deed as the "Governing Documents") contemplated under Articles X and XVII of the Master Deed, and (ii) grants a Power of Attorney to Grantor, its Successors and Assigns to execute and record any document necessary to evidence and/or effect any such amendment or supplement until the earlier two occur of (a) a period of ten (10) years from the date the Grantor conveys title to the first residential unit in Kings-Run at Haddon Heights, an Age Restricted Condominium or (b) until the Grantor conveys title to the last unit held by it for sale in the ordinary course of business to a purchaser other than the Grantor, or its assigns, except that no such agreement, document, amendment or supplement or other instrument which adversely affects the value or substantially alters the floor plan of a unit, or change the percentage of the undivided interest in the Common Elements, or substantially increases the financial obligations of the Unit Owner, or reserves any additional or special privileges for the Successor Sponsor not previously reserved, shall be made without the prior written consent of the affected Unit Owner(s) and all owners of any mortgage(s) encumbering the affected Unit Owner(s). Any such agreement, document, amendment or supplement which adversely affects the priority or validity of the lien of any mortgage which encumbers any Unit shall not be made without the prior written consent of the owners of all such mortgages.


This Power of Attorney will run with the title to the property conveyed to the Grantee. That means that this Power of Attorney is binding upon the Grantee and the Grantee's personal representatives, successors and assigns. Those successors or assigns could include a mortgage holder or other lienholder, purchaser, tenant or someone who acquires an interest in the property through a will or by operation of law.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

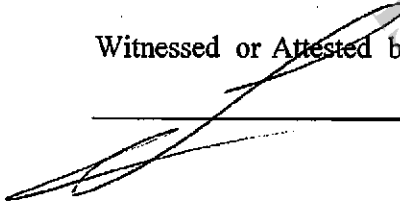


Haddon Heights Condominium Associates, LLC




BY: Matthew Haydinger, Authorized Member

Witnessed or Attested by:



ACCEPTANCE BY GRANTEE:



Myriah Colon

This is not an official document

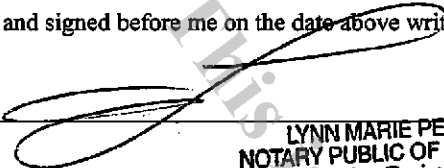
State of New Jersey, County of Burlington

I am either (check one) X a Notary Public, an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the 5th day of January, 2015, Matthew Haydinger (hereinafter the "Authorized Member") appeared before me in person. The Authorized Member was duly sworn by me, and under oath stated and proved to my satisfaction that:

1. He is the authorized member of the LLC which is the Grantor described as such in this deed (hereinafter the "LLC").
2. Matthew Haydinger, the officer who signed this Deed is the (title) Authorized Member of the LLC (hereinafter the "LLC Officer").
3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the LLC.
4. The Authorized Member signed and delivered this Deed as and for the voluntary act and deed of the LLC.

The Authorized Member also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$59,127.00.

Sworn and signed before me on the date above written:

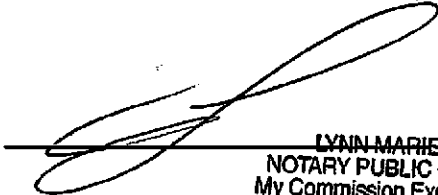

LYNN MARIE PETERSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 24, 2017

STATE OF NEW JERSEY, COUNTY OF BURLINGTON SS.:

I CERTIFY that on January 5, 2015,

Myrian Colon

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one each person):


LYNN MARIE PETERSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 24, 2017

not an official document

**CERTIFICATION OF PURCHASER
OF COMPLIANCE WITH THE AGE RESTRICTION REQUIREMENTS OF THE HOUSING FOR
OLDER PERSONS EXCEPTION FROM THE FEDERAL FAIR HOUSING AMENDMENTS ACT OF
1988**

Pursuant to P.L. 2008, c.71

I (we) by signing as grantees below hereby certify that the property known as 401 EAST ATLANTIC
AVENUE commonly described as UNIT 413 in the community

known as KINGS RUN will be occupied by a person of an age to ensure compliance with the
"housing for older persons" exception from the Fair Housing Amendments Act of 1988", Pub.L. 100-430 (42
U.S.C. ss.3601 et seq.) as set forth in section 100.301 of Title 24, Code of Federal Regulations.

I (we) hereby certify that this addendum will be recorded in the County of CAMDEN as part of the deed for the
property described above.

The property as described in this addendum is a resale or a transfer by operation of law. A "resale" is defined for
the purposes of this certification as the sale of a dwelling unit within an age restricted community, other than the
initial sale of the unit made by the developer.

By: Myrian Colon
MYRIAN COLON

STATE OF NEW JERSEY:
COUNTY OF BURLINGTON

BE IT REMEMBERED that on the 5th day of JANUARY, 2015 before me, the subscriber, the undersigned authority
personally appeared the persons named above as grantees who, being by me duly sworn on his oath certifies and
makes proof to my satisfaction that he/she/they are the purchaser of the property described above; that the
execution as well as the making of this Certification has been duly authorized.

By notary or attorney at law

Grantees:
Myrian Colon
MYRIAN COLON

[Signature]
LYNN MARIE PETERSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 24, 2017

| |
|----------------------------------|
| For County Clerk Use Only |
| Date Filed _____ |
| Date Recorded _____ |
| Page _____ |

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 42416CD-01

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Haddon Heights Borough, County of Camden, and State of New Jersey being more particularly described as follows:

And other appurtenances thereto, in fee simple, subject to the provisions of the New Jersey Condominium Act (R.S. 46:8B-1 et seq.) as amended and to the provisions of that certain Master Deed of Kings Run at Haddon Heights, an Age Restricted Condominium, a Condominium, recorded in the Office of the Register of Deeds of Camden County on 8/15/2008 in Deed Book 8889, Page 1877 and Amendment thereto recorded in Deed Book 8928 page 1441, which real property is more particularly described as Unit No. U-413 Floor 4, West Wing of said Condominium, together with other appurtenances to said Unit, which Unit and appurtenances have been more specifically defined in the Master Deed and including an undivided 0.015152% fee interest in the general common elements of said Condominium appurtenant to said Unit, which Unit and appurtenant general common elements have been more specifically defined in the Master Deed and depicted on certain exhibits thereto.

BEING premises No. 401 E. Atlantic Ave, Unit 413.

Block: 37, Lot: 9 C0413

BEING the same land and premises which became vested in Haddon Heights Condominium Associates, LLC, a New Jersey limited liability company, by deed from 401 Haddon Heights, LLC, a New Jersey limited liability company, dated 6/15/2012 and delivered on 6/15/2012, recorded 6/18/2012, in the Camden County Clerk/Register's Office in Deed Book 9609, Page 576. (premises in question with other lands)

This is an official document

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY
Consideration \$
RTF paid by seller \$
Date By

COUNTY CAMDEN } SS. County Municipal Code
0418

MUNICIPALITY OF PROPERTY LOCATION Haddon Heights Borough

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

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

Deponent, Matthew Haydinger, being duly sworn according to law upon his/her oath,

deposes and says that he/she is the Authorized Member of Grantor in a deed dated 1/5/2015 transferring

real property identified as Block number 37 Lot number 9 C0413

located at 401 East Atlantic Avenue, Unit 413, Haddon Heights, NJ, 08035 and annexed thereto.

(2) CONSIDERATION \$ 59,127.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: (See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) 62 years of age or over.
B. BLIND PERSON Grantor(s) legally blind or
DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
One or two-family residential premises. Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

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

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- Entirely new improvement. Not previously occupied.
Not previously used for any purpose. *NEW CONSTRUCTION printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- No prior mortgage assumed or to which property is subject at time of sale.
No contributions to capital by either grantor or grantee legal entity.
No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 5 day of January, 2015

Haddon Heights Condominium Associates, LLC
Signature of Deponent Grantor Name
c/o 78 East Main Street c/o 78 East Main Street
Marlton, NJ 08053 Marlton, NJ 08053
Deponent Address Grantor Address at Time of Sale

LYNN MARIE PETERSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 24, 2017

XXX-XX-X 376 Surety Title Company, LLC
Last 3 digits in Grantor's Social Security Number Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number County
Deed Number Book Page
Deed Dated Date Recorded

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at: www.state.nj.us/treasury/taxation/lpt/localtax.shtml.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.55, P.L. 2004)

GIT/REP-3
 (5-12)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)
Haddon Heights Condominium Associates, LLC, a New Jersey limited liability company

Current Resident Address:
 Street: **c/o 78 East Main Street**

City, Town, Post Office
Marlton

State
NJ

Zip Code
08053

PROPERTY INFORMATION (Brief Property Description)

Block(s)
37

Lot(s)
9

Qualifier
CO413

Street Address:
401 East Atlantic Avenue, Unit 413

City, Town, Post Office
Haddon Heights Borough

State
NJ

Zip Code
08035

Seller's Percentage of Ownership
100%

Consideration
\$59,127.00

Closing Date
1/5/2015

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
- No non-like kind property received.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

1/5/15
 Date

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

Date

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

MTG-OR BOOK 10155 PG 1142
 RECORDED 02/17/2015 13:05:10
 FILE NUMBER 2015013363
 RCPT # 1542406; RECD BY: eRecord
 RECORDING FEES 73.00



**Camden County
 Document Summary Sheet**

CAMDEN COUNTY CLERK

520 MARKET ST
 CAMDEN NJ 08102

Official Use Only

Transaction Identification Number

2359888 1605349

| | |
|---|------------|
| Submission Date(mm/dd/yyyy) | 02/05/2015 |
| No. of Pages (excluding Summary Sheet) | 5 |
| Recording Fee (excluding transfer tax) | \$73.00 |
| Realty Transfer Tax | \$0.00 |
| Total Amount | \$73.00 |

Return Address (for recorded documents)

SURETY TITLE COMPANY
 11 EVES DRIVE, SUITE 150
 MARLTON, NJ 08053

Document Type MORTGAGE

Municipal Codes
 CAMDEN COUNTY 99

Batch Type
 L2 - LEVEL 2 (WITH IMAGES)

Bar Code(s)



Additional Information (Official Use Only)

*** DO NOT REMOVE THIS PAGE.
 COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF CAMDEN COUNTY FILING RECORD.
 RETAIN THIS PAGE FOR FUTURE REFERENCE.**



**Camden County
Document Summary Sheet**

| | | | | | | |
|-----------------|-----------------------|--|---|-----------------------|-----------------------|---------------------------|
| MORTGAGE | Type | | MORTGAGE | | | |
| | Consideration | | \$1.00 | | | |
| | Submitted By | | SIMPLIFILE, LLC. (SIMPLIFILE) | | | |
| | Document Date | | 01/05/2015 | | | |
| | Reference Info | | | | | |
| | Book ID | | Book | Beginning Page | Instrument No. | Recorded/File Date |
| | | | | | | |
| | MORTGAGOR | | Name | | Address | |
| | | | MYRIAN COLON | | | |
| | MORTGAGEE | | Name | | Address | |
| | | | NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY | | | |
| | Parcel Info | | | | | |
| | Property Type | | Tax Dist. | Block | Lot | Qualifier |
| | | | | | | |

* DO NOT REMOVE THIS PAGE.
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF CAMDEN COUNTY FILING RECORD.
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42416CD-01
Record and Return To:
Surety Title Company, LLC
11 Eves Drive, Suite 150
Marlton, NJ 08053

MORTGAGE SECURING PAYMENT OF
RECAPTURE NOTE IN FAVOR OF THE MUNICIPALITY,
REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
New Jersey Housing and Mortgage Finance Agency
Township of Haddon Heights

Affordable Housing Program

Repayment Mortgage

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

To Secure Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS MORTGAGE, made on this the 5 day of ~~December 2014~~ ^{JANUARY, 2015} by and between Myrian Colon, (the "OWNER") and Township of Haddon Heights (the "Municipality"), in connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed a Recapture Mortgage Note (the "Note") dated JANUARY 5, 2015. The Owner promises to pay to the State amounts due under the Repayment Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid upon the first non-exempt sale of the Property, as provided under the rules of the New Jersey Housing and Mortgage Finance Agency set forth in N.J.A.C. 5:80-26.1 et seq. Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the difference between the Property's non-restricted fair market value and its restricted price determined pursuant to N.J.A.C. 5:80-26.5(c) to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

42416CD-01

All of the land and improvements thereon located in the municipality of Haddon Heights in the County of Camden, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. 37 Lot No. 9 & 10, and known by the street address:

401 E. Atlantic Avenue, Unit 413, Haddon Heights, NJ 08035.

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the State, gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*). The rights given to the Municipality are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Owner 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 Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;
2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3. The Owner fails to make any payment required by the Note;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

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

Article 7. NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.

Article 8. NO WAIVER BY MUNICIPALITY

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

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price that would be applicable were the Control Period still in effect.

Article 11. SUBSEQUENT OWNERS

This Mortgage shall not be released, with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

Article 12. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq..

Article 13. SIGNATURES

By executing this Mortgage on page 4, hereof, the Owner agrees to all of its terms and conditions.

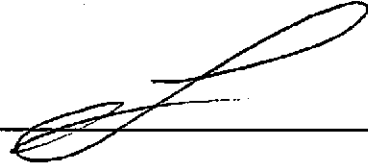
Article 14. ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the State.

**REMAINDER OF PAGE BLANK
SIGNATURES APPEAR ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

ATTEST:



Myrian Colon
Signature of (Owner) Myrian Colon

Signature (Co-Owner)

STATE OF NEW JERSEY)
) ss:
COUNTY OF BURLINGTON)

BE IT REMEMBERED, that on this the 5 day of January, 2016 the subscriber MYRIAN COLON, appeared personally before me *(If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons)* and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me, LYNN MARIE PETERSON, Notary Public on the date set forth above.

NOTARY PUBLIC

LYNN MARIE PETERSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 24, 2017

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 42416CD-01

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Haddon Heights Borough, County of Camden, and State of New Jersey being more particularly described as follows:

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