

U.L. v. Carter

10 Dec 1985

N. Brunswick

Letter w/ copy of Planning Board
resolution attached

Pgs 16

CA000472P



Township of North Brunswick
NEW JERSEY

711 HERMANN ROAD
POST OFFICE BOX 182
NORTH BRUNSWICK, N. J. 08902
TEL. (201) 247-0922

December 10, 1985

Eric Neisser
Rutgers-School of Law
S. I. Newhouse Center for Law & Justice
15 Washington Street,
Newark, N.J. 07102-3192

Dear Mr. Neisser:

Enclosed is a copy of the North Brunswick Planning Board resolution granting general development plan approval to Brunswick Manor Associates.

As indicated in the resolution, the approval includes the mandatory set aside of 520 low and moderate income units in accordance with the consent order.

Furthermore, the Planning Board has met with K. Hovnanian and Kast, Inc. to review conceptual plans for their respective projects. It is my understanding that development applications will be submitted to the Planning Board in January.

If you have any questions or need additional information please contact my office.

Very truly yours,

J. PAUL KELLER
Business Administrator

JPK:j
enclosure

RESOLUTION

PLANNING BOARD OF THE TOWNSHIP OF NORTH BRUNSWICK

MIDDLESEX COUNTY, NEW JERSEY

WHEREAS, the Applicant, Brunswick Manor Associates, has applied to the Planning Board of the Township of North Brunswick for approval of a general development plan pursuant to Section 145-87.5 of the Ordinances of the Township of North Brunswick as referred to in the Consent Order of Judge Serpentelli, J.S.C., dated September 10, 1984, affecting property located off south bound U.S. Route 130 and designated as Lot 111.01, Block 143, and

WHEREAS, the Planning Board of the Township of North Brunswick after due and careful consideration of all testimonies and evidence presented, and a review of all facts presented, and a review of all facts presented in connection with this unique application, has made the following findings of fact:

1. A Consent Order was entered in the Superior Court of New Jersey on September 10, 1984, permitting the Applicant to generally develop the said property in accordance with plans submitted to the Planning Board of the Township of North Brunswick during special meetings held August 8, 1985, September 12, 1985, and October 10, 1985.

2. The said property consists of four hundred and four (404) acres and the Applicant is permitted to construct a mixed use residential and nonresidential development with a mandatory set aside of low and moderate income housing on the residential portion of the tract.

3. Two hundred and twenty (220) acres shall constitute a mixed use residential Planned Unit Development permitting the development of a total of two thousand, nine hundred and fifty (2,950) units, for a gross density of approximately 13.4 units per acre.

4. All residential development of the Manor Realty Tract shall be subject to a mandatory set aside of low and moderate income units, requiring that a total of five hundred and twenty (520) housing units to be developed on the tract shall be affordable to low or moderate income households. One third of the set aside units in the development shall be affordable to low income households and two thirds of the units shall be affordable to moderate income households.

5. One hundred and eighty four (184) acres of the Manor Realty Tract shall be developed for nonresidential use.

6. The development proposal calls for 2,288,000 square feet of office space, a commercial center containing 456,500 square feet a Town Center containing 255,500 square feet.

7. The residential portion and approximately 50% of the Commercial/office area is to be staged over a 10 year period. Initially the site will be developed at the northern most part of the property and will be extended south.

NOW THEREFORE, be it resolved, that the Planning Board of the Township of North Brunswick, on this 10th day of October, 1985 that the application for general development plan approval be granted in accordance with plans entitled. "General Development Plan, Brunswick Manor situated in North Brunswick Township Middlesex County, N.J." by Abbington-Ney Associates, Thomas Krakow P.E., dated 6-14-85.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. No residential development in the Manor Realty Tract shall be more than sixty (60) feet in height.
2. No commercial or office development in the Manor Realty Tract shall be more than one hundred (100) feet in height.
3. The following production schedule for construction of the set aside units must be met:

<u>End of Year</u>	<u>Additional</u>	<u>(Cumulative)</u>
1	0	(0)
2	40	(40)
3	50	(90)
4	50	(140)
5	60	(200)
6	60	(260)
7	60	(320)
8	60	(380)
9	50	(430)
10	40	(470)
11	30	(500)
12	20	(520)

4. The following production schedule for construction of nonresidential floor space must be met:

Certificates of Occupancy Issued		Square footage of nonresidential space to be completed or under construction	
Additional	(Cumulative)	Additional	(Cumulative)
500	(500)	100,000	(100,000)
500	(1000)	250,000	(350,000)
500	(1500)	250,000	(600,000)
500	(2000)	300,000	(900,000)
500	(2500)	300,000	(1,200,000)
500	(3000)	300,000	(1,500,000)
End of 15 years		2.25 million	
End of 20 years		3.0 million	

5. The development will not include any warehousing.
6. The Applicant's development plan will be in effect for approximately twenty (20) years.
7. The fine engineering and architectural details of the development will be submitted to the Planning Board of the Township of North Brunswick before any preliminary plans are approved.
8. The development must meet and conform to all federal, state, and municipal laws, statutes, ordinances, and other requirements, specifically including, but not limited to, Sections 145-87.1 through 92 of the Ordinances of the Township of North Brunswick.
9. The development must meet and conform to bonding requirements.
10. The development must meet open space requirements, including recreation requirements. The Applicant is devoted to

Developing approximately 58.7 acres of the development as open space, including play areas, ball fields, swimming areas, picnicking areas, a bicycle - jog path, tennis courts, pool facilities, and areas for water - related activities. Approximately fourteen (14) of the fifty eight (58) acres will consist of water.

11. Said open space must be designed and constructed in a shape and in a place permitting the intended use.

12. The said recreational facilities will include fields suitable for North Brunswick league play.

13. An open space system will thread through the development providing for buffers and for connections between various areas the development. Said open space system will include, but shall not be limited to, berms and landscaping schemes along the sides of the roads of the development.

14. Nonresidential office use will border along U.S. Highway 130 to keep a low profile along U.S. Highway 130 and providing a buffer for the remainder of the community.

15. Conceptual approval of the overall plan will be gained from the Department of Transportation. Such approval will include but will not be limited to access plans for the development.

16. Access plans, particularly, and the general development plan, generally, will be alterable upon the direction and approval of the Planning Board of the Township of North Brunswick when a permanent location for the Finnegan's Lane Extension is determined.

17. The development will provide for a drainage network providing for sufficient on site storage so that the development will not adversely impact other properties. The Applicant has

testified that more than adequate storage capacity for the entire project exists on the site.

18. A comprehensive water supply and sanitary sewer system will be provided for all units on the site. No representation is made as to compliance of this application with section 145 -87.5 - B 4- C of the Township zoning ordinance, which requires, "Information which establishes the adequacy of off-site improvements to service the development." This information has not been submitted for off-site potable water and sanitary sewer utilities, and no representation is made as to the adequacy of the off-site utilities to service the development.

The Applicant shall submit this information to the Planning Board for review and determination as to adequacy.

19. At the time of preliminary approval the applicant shall provide sufficient information for the Planning Board and the North Brunswick Board of Education to evaluate the needs of the school system.

ROLL CALL	YES	NO
MASSA		
CALMAN <i>2nd</i>	✓	
FARACI		
KELLER	✓	
SATHAN <i>1st</i>	✓	
TROST	✓	
NITA	✓	
MATACERA		
KUHLMAN		
PULEIO		

Memorialized: November 18, 1985

I, Audrey L. Kuker, Secretary of the Planning Board of the Township of North Brunswick, do hereby certify that the above is a true and correct copy of a resolution adopted at a *special* meeting of the Planning Board of the Township of North Brunswick held on *Oct. 10, 1985*.

Audrey L. Kuker
AUDREY L. KUKER, Secretary

INDIVIDUAL AFFORDABLE CONDOMINIUM PROCESSING SHEET

Applicant's Name _____
Disclosure Statement No. _____

Address: _____ Telephone No. _____ Res.: () _____
Work: () _____

Date Registered _____

Date Application Due _____

Date Application Received _____

Date Application Reviewed For Completeness _____

Person Reviewing For Completeness _____

Application Found Incomplete _____

Date Applicant Notified _____

Date by which Applicant given to Complete _____

Date Applicant Completed Application _____

Date Application Found Complete _____

Date Application Forwarded to Township _____

Date Township Approved _____
Dis-Approved _____

Lottery For Which Applicant Qualified:

	<u>Moderate</u>	<u>Low</u>
Sr. Cit. Res.	_____	_____
Pisc. Res.	_____	_____
Non-Res.	_____	_____

Number of Bedrooms Desired: 2 3

Number of Persons in Applicants Family _____

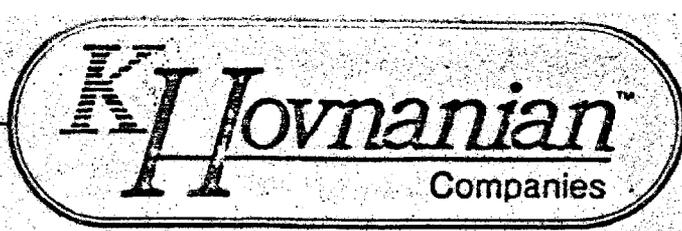
Actual Number Drawn at Lottery _____

Date Purchase Agreement Executed _____

Date Application for Mortgage made _____

Date r.e. Scott forwarded application to MFA _____

Date MFA Approved _____
Denied _____



Applicants Name _____

SOCIETY HILL AT PISCATAWAY
APPLICATION FOR CERTIFICATION
MODERATE INCOME/LOW INCOME AFFORDABLE CONDOMINIUM

Piscataway Resident as of Jan. 9, 1985: Y N

At Least One Title Holder: Y N

Over age of 55: Y N

Qualified Family: Moderate Low

Family Size _____ No. of Bedrooms: 2 - 3

Lotteries For Which Qualified

Moderate: Senior Citizen Resident Piscataway Resident Non-Resident

Low: Senior Citizen Resident Piscataway Resident Non-Resident

MFA Qualified: Y N CASH

DO NOT WRITE ABOVE THIS LINE - FOR OFFICIAL USE ONLY

- The Township of Piscataway and K. Hovnanian at Piscataway, Inc. are requesting that you fill in this application and attach requested documents so that the Township of Piscataway can verify that you are eligible to purchase an Affordable Condominium in Society Hill at Piscataway. You must return this completed application and all requested documentation to the Sales Office for Society Hill at Piscataway within fourteen (14) days of the day you signed the Non-Binding Reservation Agreement. K. Hovnanian at Piscataway, Inc. will only review your application for completeness and if it is complete, will forward your application to the Township of Piscataway. The Township of Piscataway will process your application and it is the Township of Piscataway which will make the determination for which lotteries, if any, in which you are qualified to participate. K. Hovnanian at Piscataway, Inc. has nothing to do with the actual qualification of applicants by the Township of Piscataway. IT IS YOUR RESPONSIBILITY TO MAKE CERTAIN YOUR APPLICATION IS COMPLETE AND THE INFORMATION PROVIDED IS TRUE AND ACCURATE. NO INCOMPLETE APPLICATION WILL BE FORWARDED TO THE TOWNSHIP FOR PROCESSING.
- The information in this application, and any other information required by the Township of Piscataway will be kept in strictest confidence. NO PART OF THIS APPLICATION OR YOUR APPLICATION FILE WILL BE GIVEN TO ANY PERSON, ENTITY OR BUSINESS NOT RELATED TO THE AFFORDABLE HOUSING AGENCY OF THE TOWNSHIP OF PISCATAWAY OR K. HOVNANIAN AT PISCATAWAY, INC. WITHOUT YOUR WRITTEN REQUEST OR CONSENT.
- "Family" includes all persons, whether or not same are related by blood, marriage or otherwise, living together as a single housekeeping unit. The information requested includes information about all persons intending to reside in the Affordable Condominium.
- ONLY those Families who have been qualified by the Township prior to the lotteries will be able to participate in any of the lotteries. ONLY ONE APPLICATION PER FAMILY - VIOLATION OF THIS RULE WILL NULLIFY ALL APPLICATIONS OF THE FAMILY MEMBERS.
- The Rules and Regulations contained in the NOTICE are a part of this Application. Please consult the Notice for the Rules and Regulations. In addition, in accordance with the Disclosure Statement, you may wish to consult with an attorney of your choice with respect to either the Disclosure Statement, the Affordable Housing Plan or the Application for Qualification.

PLEASE PRINT OR TYPE CLEARLY

Name of Head of Household: _____ Tel: Res: () _____

Present Address: _____ Work: () _____

LOTTERY FOR WHICH QUALIFICATION IS BEING SOUGHT:

- | | |
|---|--|
| <input type="checkbox"/> Moderate Senior Citizen Resident | <input type="checkbox"/> Low Senior Citizen Resident |
| <input type="checkbox"/> Moderate Resident | <input type="checkbox"/> Low Resident |
| <input type="checkbox"/> Moderate Non-Resident | <input type="checkbox"/> Low Non-Resident |

Select only one. If the Township determines that you do not qualify for the lottery selected, the Township will examine your application to see if you qualify for any other lottery. If you do, the Township will notify you and you will have the option of cancelling your agreement and receive a refund of your deposit or participate in one of the other lotteries for which you qualify.

Family Size	Estimated Maximum Qualified Income Moderate	Estimated Downpayment 2 BR Moderate	Estimated Downpayment 3 BR Moderate	Estimated Maximum Qualified Income Low Income	Estimated Downpayment 3 BR Low	Estimated Downpayment 2 BR Low
	1	\$17,770	\$13,000	\$20,500	\$11,100	\$18,000
2	20,300	7,500	14,800	12,690	14,000	9,100
3	22,840	2,050	9,500	14,290	10,700	5,700
4	25,380	2,050	3,150	15,890	7,300	2,300
5	26,980	2,050	2,500	17,110	1,600	—
6	28,580	—	2,500	18,380	1,600	—
7	30,130	—	2,500	19,650	1,600	—

The actual downpayments may be lower if the Family is able to qualify for a larger mortgage.

Estimated Sales Prices

Interest Rate	2 Bedroom Moderate	3 Bedroom Moderate	3 Bedroom Low	2 Bedroom Low
14	\$36,560	\$43,170	\$27,380	\$22,860
13	38,650	45,640	28,940	24,170
12	40,950	48,340	30,660	25,600
11	43,500	51,370	32,570	26,970
10	46,320	54,700	34,690	28,970

The actual sales prices of these one hundred and nine (109) Affordable Condominiums shall be determined in accordance with the provisions of the Affordable Housing Plan for Society Hill at Piscataway as approved by the Affordable Housing Agency of the Township of Piscataway and may differ from these estimates.

The above chart only shows the estimated minimum downpayment by Family size assuming the maximum possible mortgage using approximately 20% of the total Family Income for total housing expenses. The actual downpayments may be lower if the Family applies for and successfully

BUYER INFORMATION

1. List the Full Name, Age, Occupation and Total Annual Income from all sources for all persons who are going to live in the Affordable Condominium. (Non-related persons intending to live in the condominium must also be listed.)

	FULL NAME	AGE	OCCUPATION	TOTAL ANNUAL INCOME FROM ALL SOURCES
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____

2. List the names and present addresses of the above persons who will actually take title of the condominium or who will be signing the mortgage documents.

1.	_____	4.	_____
2.	_____	5.	_____
3.	_____	6.	_____

3. Have any of the persons listed in #2 owned a home in the previous three years? Yes No.

4. Describe below all real estate owned by any of the persons who shall occupy the Affordable Condominium. If residence is presently owned, state what will be done with the residence upon the purchase of an Affordable Condominium.

5. Were any of the persons listed in #2 above residents of the Township of Piscataway on January 9, 1985. Yes No. If yes, give the name and address as of January 9, 1985 for such person.

6. Attach the following documents for all persons listed in #1 over the age of 18 years:

- a) Copies of signed Federal Income Tax Returns for the previous three years;
- b) Copies of pay check stubs from all employment covering the three previous pay periods (ie, weekly, bi-weekly or monthly);
- c) Evidence of Social Security income or benefits;
- d) Evidence of right to receive child support payments and evidence showing actual amounts being received towards child support;
- e) Evidence of income from any other sources and specify such other sources;
- f) Originals of verification of employment executed by the employers for each Family member who is employed.
- g) Originals of verification of savings executed by the institution in which the deposits are placed for each member of the family.

7. List the estimated minimum downpayment required for the purchase from the chart above: _____
 Add \$4,000 representing the estimated amount needed for closing costs, attorney fees, mortgage application and title policy.
 _____ Total Estimated Cash Needed. Set forth the sources and amounts from which this Total Estimated Cash will be obtained.

	SOURCE	AMOUNT
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

8. Summary:

Family Size (all persons listed in #1) _____

Maximum Permitted Income From Chart for Family Size: _____

Actual Total Gross Aggregate Income: _____
 (total of all incomes noted in #1)

Estimated Minimum Total Cash Required (from #7): _____

Actual Total Cash Available: _____

Number of Bedrooms Desired: 2 or 3

I hereby certify that the above information concerning my family size, actual gross income and actual downpayment being made is true and accurate to the best of my knowledge and I further understand that K. Hovnanian at Piscataway, Inc. and the Township of Piscataway are relying upon this information in order to determine that I qualify for the purchase of this home in accordance with the terms of the Affordable Housing Plan.

I further certify that the attached copies of the above described documents are true and accurate copies of the originals of such copies and do represent copies of the documents being requested.

Signed this _____ day of _____, 19____.

BUYER

BUYER



THIS COMPLETED FORM AND ALL REQUESTED DOCUMENTATION MUST BE DELIVERED TO THE SALES OFFICE FOR SOCIETY HILL AT PISCATAWAY WITHIN FOURTEEN (14) DAYS OF REGISTRATION FOR THE LOTTERY. YOU MUST BE QUALIFIED BY THE TOWNSHIP PRIOR TO THE LOTTERY IN ORDER TO PARTICIPATE IN THE LOTTERY.

NON-BINDING DEPOSIT AND REGISTRATION AGREEMENT FOR AN AFFORDABLE
CONDOMINIUM IN SOCIETY HILL AT PISCATAWAY CONDOMINIUMS

We, the undersigned, in consideration of mutual promises and other valuable consideration, understand and agree that the deposit of \$500.00 paid by us pursuant to the Summary of Basic Provisions and this Non-binding Agreement dated _____ shall register us for the lottery to be held in connection with the Affordable Condominiums being built within Society Hill at Piscataway subject to the Rules and Regulations set forth in the Notice previously given to us as well as the terms and conditions of the Affordable Housing Plan for Society Hill at Piscataway and the Rules and Regulations set forth by the Affordable Housing Agency as well as those contained in the Summary of Basic Provisions.

Within fourteen (14) days of signing hereof the undersigned will deliver to the Township of Piscataway the completed and executed Application for Certification attached hereto along with copies of all the documents requested therein. All deposits shall be held in escrow in "Society Hill at Piscataway Escrow Account" at Midlantic National Bank/Merchants, 150 Broad Street, Red Bank, New Jersey 07701, Attn.: Trust Department as Escrow Agent for K. Hovnanian at Piscataway, Inc.

BUYER RESERVES THE RIGHT BY NEW JERSEY STATE LAW TO CANCEL THIS NON-BINDING DEPOSIT ANYTIME PRIOR TO EXECUTION OF A PURCHASE AGREEMENT AND THAT FURTHER, BUYER HAS THE RIGHT TO CANCEL A FULLY EXECUTE PURCHASE AGREEMENT WITHIN SEVEN (7) DAYS (MIDNIGHT OF THE 7TH CALENDAR DAY) FOLLOWING THE DAY ON WHICH THE PURCHASE AGREEMENT IS EXECUTED BY SENDING OR DELIVERING WRITTEN NOTICE OF CANCELLATION TO K. HOVNANIAN AT PISCATAWAY, INC., AND THAT ALL MONIES PAID PRIOR TO CANCELLATION WILL BE PROMPTLY REFUNDED IN THE EVENT OF SUCH CANCELLATION.

It is further understood and recognized by the undersigned that the above described Affordable Condominiums are subject to the terms and conditions of the Affordable Housing Plan for Society Hill at Piscataway, which plan in relevant part, places income limitations upon the purchasers of these Affordable Condominiums. The Affordable Housing Agency of the Township of Piscataway is responsible for evaluating and qualifying prospective purchasers of these homes in accordance with the criterion set forth by such agency. In addition the Township of Piscataway has established that residents of Piscataway as of January 9, 1985 are entitled to receive priority for the initial occupancy of these Affordable Condominiums. At this time, neither party knows whether the undersigned will be approved and qualified by the Agency as a qualified purchaser of the Affordable Condominium, therefore, the Non-binding Deposit and Registration Agreement is contingent upon the undersigned being certified by the Agency as a qualified purchaser within thirty (30) days of the date of this Non-binding Agreement. Buyer shall fully cooperate its efforts by the Agency to determine whether Buyer is a qualified purchaser and shall fully and promptly comply with all reasonable requests of Buyer by the Agency in connection with the Application for Certification as a qualified purchaser. In the event that Buyer is certified by the Agency as a qualified purchaser, then Buyer shall be entitled to participate in the lottery to be held in connection with the Affordable Condominiums at Society Hill at Piscataway. In the event that Buyer fails to be certified as a qualified purchaser within the applicable time period, then Buyer and Seller may agree in writing to extend such period. Failure of the party to agree to such extension or Buyer being denied certification by the Agency as a qualified purchaser, then Seller's sole obligation to Buyer shall be to return all deposit monies, without interest, paid by Buyer and this Non-binding Deposit and Registration Agreement shall be deemed null, void and of no further effect and Buyer shall not participate in the lottery. At this time, the actual sales prices of these homes cannot be determined and it is not known whether Seller will be able to provide any mortgage program for these homes. Within sixty (60) days of execution of this agreement, K. Hovnanian at Piscataway, Inc. shall notify Buyer whether Seller shall provide a mortgage program for these homes and what the actual sales prices will be.

Seller, however, reserves the right to cancel this Agreement for reasons beyond the control of Seller which include but are not limited to any governmental agencies and in position of a moratorium on construction or any such agencies failure to issue or its revocation or suspension of any permits and/or approvals necessary for Seller to perform its obligations in accordance with the terms of this Agreement. In such event, Seller's sole obligation will be to return and Buyer agrees to accept as full liquidated damages all monies paid under this Agreement without interest. It is specifically understood by the undersigned

that this Non-binding Deposit and Registration Agreement does not reserve the right to purchase any specific Affordable Condominium but only acts to register the undersigned for the lottery in the event that the undersigned is certified as a qualified purchaser by the Affordable Housing Agency of Township of Piscataway.

Signed this _____ day of _____, 1985.

K. HOVNANIAN AT PISCATAWAY, INC.

BY:

BUYER

SALES AGENT

BUYER

Township of Piscataway has the right to... 1985 are entitled to receive priority for the...

DISCLOSURE STATEMENT FOR
AFFORDABLE CONDOMINIUMS IN
SOCIETY HILL AT PISCATAWAY

The home which you are considering purchasing is an Affordable Condominium as defined in a document entitled "Affordable Housing Plan for Society Hill at Piscataway", which has been recorded with the Clerk of the County of Middlesex and the Clerk of the Township of Piscataway. The Affordable Housing Plan was prepared by K. Hovnanian at Piscataway, Inc. and the Township of Piscataway and was a requirement of the Township of Piscataway in its approval of this development. A complete reading of the Plan is necessary to fully understand and be aware of all the restrictions contained in the Plan which affect the home you are considering purchasing. By way of a brief summary, the following restrictions are contained in the Plan:

1. Purchasers of these Affordable Condominiums are limited to Lower Income Families. These Affordable Condominiums must be occupied by the owner and may not be rented except as may be permitted by the Affordable Housing Agency of Piscataway. This restriction applies to the initial purchase as well as to all resales;
2. These Affordable Condominiums may not be resold at a sales price greater than the initial sales price plus a percentage increase based on the Consumer Price Index, or an alternate price index as the Township of Piscataway may determine;
3. Owners of Affordable Condominiums will be required to obtain Municipal approval for any improvements which they propose to install on their unit. The purpose of this requirement is to assure that the Affordable Condominiums will not be improved to a level where they no longer qualify as Income Housing. It is possible that the cost of some of the improvements made by Owners may not be recoverable at time of resale due to the restrictions on resale;
4. Owners of these Affordable Condominiums shall pay 33% of the Condominium Assessments. Owners of these Affordable Condominiums also have the very same rights, privileges, duties and obligations as any other condominium owner in Society Hill at Piscataway. The owners of these units are entitled to participate fully in the affairs of the Association on an equal basis with any other member of the Association. There are no restrictions or limitations upon the ability of owners of these units to participate in the affairs of the Association; and
5. The terms, restrictions, provisions and covenants of the Affordable Housing Plan, and the provisions of the Master Deed referring to and incorporating the Affordable Housing Plan, shall automatically expire and terminate with respect to the Affordable Condominiums at the earlier of the following: (1) thirty (30) years from the date of the Moderately Priced Housing Plan; and (2) the date upon which a first mortgagee forecloses its first mortgage lien upon the particular Moderately Priced Dwelling Unit; or (3) the date upon which the Association dissolves or ceases to exist for any reason and for any period of time.

The above are the limitations and restrictions which most greatly affect the Affordable Condominiums in Society Hill at Piscataway. To fully understand the Plan, and its requirements, requires a thorough and complete reading of the Plan in its entirety.

I have read the contents of this Disclosure Statement and understand same. I have been instructed that a thorough reading of the Plan in its entirety is necessary to understand its requirements and limitations. I have been further instructed to seek the assistance and advice of an attorney in reviewing the Plan.

Date: _____

Prospective Purchaser

Building No.: _____ Unit: _____

Prospective Purchaser

**CERTIFICATE OF QUALIFICATION
AFFORDABLE HOMEBUYERS**

Development: Society Hill at Piscataway
 Name: _____
 Household Size: _____
 Maximum Permitted Income: _____
 Minimum Cash Required: _____
 Price of Unit: _____
 Down Payment: _____

INCOME DOCUMENTATION

Income of _____	Income of _____
198	
W2	W2
Interest	Interest
Social Security	Social Security
Pension	Pension
Other	Other
1040	1040
Total	Total
	Grand Total _____

Income of _____	Income of _____
198	
W2	W2
Interest	Interest
Social Security	Social Security
Pension	Pension
Other	Other
1040	1040
Total	Total
	Grand Total _____

Income of _____	Income of _____
198	
W2	W2
Interest	Interest
Social Security	Social Security
Pension	Pension
Other	Other
1040	1040
Total	Total
	Grand Total _____

Income of _____	Income of _____
198	
W2	W2
Interest	Interest
Social Security	Social Security
Pension	Pension
Other	Other
1040	1040
Total	Total
	Grand Total _____

Disposition of Current Residence: _____

		Date
Status:	_____ Eligible Low Income	_____
	_____ Eligible Moderate Income	_____
	_____ Ineligible	_____
	_____ Conditionally Eligible	_____

Comments: _____

Reviewed and approved by: _____
 Township of Piscataway

CERTIFICATION AS QUALIFIED PURCHASER OF A LOW/MODERATE AFFORDABLE
CONDOMINIUM IN SOCIETY HILL AT PISCATAWAY CONDOMINIUMS

WHEREAS, certain specified condominiums (hereinafter "Affordable Condominiums") within Society Hill at Piscataway Condominiums are subject to the terms, provisions and restrictions contained in both the Master Deed and Declaration of Restrictive and Protective Covenants of Society Hill at Piscataway Condominium, recorded on _____, 1985, in the Middlesex County Clerk's Office in Deed Book _____, Page _____ et seq. and the terms, provisions and restrictions contained in the Affordable Housing Plan for Society Hill at Piscataway (hereinafter "Plan") recorded on _____, 1985, in the Middlesex County Clerk's Office in Deed Book _____, Page _____ et seq.; and

WHEREAS, said Plan requires that purchasers of Affordable Condominiums be qualified and certified as Qualified Purchasers by the Affordable Housing Agency of the Township of Piscataway, or other appropriate entity; and

WHEREAS, the Affordable Housing Agency, having established rules and guidelines for the qualifying of purchasers as Qualified Purchasers, and the below named purchaser having made application to the Affordable Housing Agency has been determined to be a Qualified Purchaser as specified in the Plan;

NOW, THEREFORE, in accordance with the Affordable Housing Plan for Society Hill at Piscataway, the Affordable Housing Agency of the Township of Piscataway does hereby certify as follows:

- 1) We have reviewed the Application for Certification of _____ (Purchaser) to be a Qualified Purchaser, of a Moderate/Low Income Affordable Condominium in Society Hill at Piscataway Condominium along with all other relevant documentation submitted by Purchaser.
- 2) Based upon the information furnished by Purchaser concerning the Purchaser's Gross Aggregate Family Income, Family size, Sales Price and the certification by Purchaser that the information furnished is true and accurate to the best knowledge of Purchaser, this Purchaser is a Qualified Purchaser in compliance with the requirements of the Plan.

Upon closing of title, this Certification shall be recorded simultaneously with the deed conveying title of the above described unit to the above referenced purchaser.

Signed this _____ day of _____, 19____.

Sworn and subscribed before me
this _____ day of _____, 19____.

AFFORDABLE HOUSING AGENCY

BY: _____
Township of Piscataway

STATEMENT OF EXEMPTION FOR PURCHASER OF AN AFFORDABLE
CONDOMINIUM IN THE SOCIETY HILL EAST II CONDOMINIUM

WHEREAS, certain specified condominiums (hereinafter "Affordable Condominiums") within the Society Hill East II Condominium are subject to the terms, provisions and restrictions contained in both the Master Deed and Declaration of Restrictive and Protective Covenants of the Society Hill East II Condominium, record on December 21, 1984, in the Middlesex County Clerk's Office in Deed Book 3401, Page 103 et seq. and the terms, provisions and restrictions contained in the Affordable Housing Plan for Society Hill East II (hereinafter "Plan") recorded on December 21, 1984, in the Middlesex County Clerk's Office in Deed Book 3401, Page 172 et. seq.; and

WHEREAS, said Plan requires that the purchasers of Affordable Condominiums be qualified and certified as Qualified Purchasers by the Affordable Housing Agency of the Township of East Brunswick or other appropriate entity; and

WHEREAS, Paragraph 8 of said Plan provides that a Moderately Priced Condominium be exempt from the restriction of sale, resale, or rental to a Moderate Income Family Qualified Purchaser under certain circumstances; and

WHEREAS, those circumstances do exist and all relevant conditions of said Plan have been complied with;

NOW THEREFORE, in accordance with the Affordable Housing Plan for Society Hill East II, the Affordable Housing Agency does hereby certify as follows with respect to Affordable Condominium located in Building _____, No. _____:

1) No Moderate Income Family being a Qualified Purchaser of an Affordable Condominium has become contractually obligated to complete the purchase of this unit within sixty (60) days of the developer's receipt of a certificate of occupancy for this unit; and

2) This unit is therefore exempt from the restriction of sale to a Moderate Income Family Qualified Purchaser with respect to its initial sale only, such sale being made to _____.

All other terms and conditions of the Plan remain in full force and effect with respect to this Affordable Condominium.

Upon closing of title, this Statement of Exemption shall be recorded simultaneously with the deed conveying title to the described unit.

Signed this _____ day of _____, 19____.

Sworn and subscribed before me
this ___ day of _____, 19__.

AFFORDABLE HOUSING AGENCY

BY:

TOWNSHIP OF EAST BRUNSWICK