The original of this report was signed and sealed in accordance with N.J.S.A. 45:14A-12.
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THE CITY OF HACKENSACK
THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

I. INTRODUCTION

This document is presented in two parts; which include (i) the City of Hackensack Master Plan Housing Element and (ii) the City of Hackensack Fair Share Plan. This Housing Element and Fair Share Plan addresses the Township’s compliance with the Municipal Land Use Law (“MLUL”), relevant Council on Affordable Housing (“COAH”) regulations, relevant Uniform Housing Affordability Controls (“UHAC”) regulations, the requirements of the Settlement Agreement entered into between the Township of Hackensack and Fair Share Housing Center (“FSHC”) on September 10, 2020 and amended on November 9, 2021 (Appendix A and A.1) and other applicable law.

The Master Plan Housing Element will examine the City’s demographics, and employment characteristics, population, and demographic characteristics of the City of Hackensack, along with the housing stock and historic trends throughout the decades. A Housing Plan according to the Municipal Land Use Law C.40:55D-28b(3) must include, but is not limited to, residential standards and proposals for the construction and improvement of housing. The Housing Element shall contain at least the following:

a. An inventory of the municipality’s housing stock by age, condition, purchase or rental value, occupancy characteristics and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated.

b. A projection of the municipality’s housing stock, including the probable future construction of low and moderate housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;

c. An analysis of the existing and probable future employment characteristics of the municipality;

d. A determination of the municipality’s present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing; and

e. A consideration of the lands most appropriate for the construction of low- and moderate-income housing and of the existing structures most appropriate for conversation to, or rehabilitation for, low and moderate income housing including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.

The Fair Share Plan will address the plan to meet the Hackensack Fair Share Housing Obligation. The Fair Share Plan is part of the City of Hackensack’ request to acquire a Judgment of Compliance and Repose (“JOR”) from the Court in the Declaratory Judgement Action entitled In the Matter of the City of Hackensack, County of Bergen, Docket No. BER-5731-15.
II. CITY OF HACKENSACK THIRD ROUND HOUSING ELEMENT

A. OVERVIEW

1. Affordable Housing History

The affordable housing or Mount Laurel doctrine, started with the 1975 decision by the N.J. Supreme Court involving the Township of Mount Laurel So. Burl. Cty, N.A.A.C.P. v. Tp. of Mt. Laurel, 67 N.J. 151 (1975) or “Mount Laurel I”. In Mount Laurel I, the Supreme Court decided that under the State Constitution, each municipality “must, by its land use regulations, make realistically possible the opportunity for an appropriate variety and choice of housing for all categories of people who may desire to live there”, including those of low and moderate income. Thus, the Mount Laurel I decision prohibits municipalities from using zoning powers to prevent the potential for the development of affordable housing.

Displeased with progress under its earlier decision, in 1983, the N.J. Supreme Court released a second Mount Laurel decision, So. Burlington Ct. N.A.A.C.P. v. Mount Laurel Tp., 92 N.J. 158 (1983) or “Mount Laurel II”. Because the Legislature had not enacted laws to implement the holding in Mount Laurel I, the Court in Mount Laurel II fashioned a judicial, or what is commonly referred to as a “Builder’s Remedy.” That remedy created a special process by which builders could file suit for the opportunity to construct housing at much higher densities than a municipality otherwise would allow. In essence, Builder’s Remedy lawsuits seek to force towns to meet their affordable housing obligations.

Responding to the chaos created by the implementation of the Mount Laurel decisions and the many Builder’s Remedy lawsuits that followed, the State Legislature passed the Fair Housing Act (hereinafter “FHA”) in 1985, which the Supreme Court upheld in Hills Dev. Co. v. Bernards Twp., 103 N.J. 1 (1986) or “Mount Laurel III”.

The FHA created the Council on Affordable Housing (“COAH”), and required COAH to (1) enact regulations that established the statewide affordable housing need, (2) assign to each municipality an affordable housing obligation for its designated region and (3) identify the techniques available to municipalities to meet its assigned obligation. The FHA included a process for municipalities to obtain Substantive Certification, which, if granted by COAH, would protect municipalities against Builder’s Remedy lawsuits, or a lawsuit from a housing advocate, for a defined period of time. The FHA also transferred pending Builder’s Remedy litigation to COAH for resolution through an administrative process, and established a process for bringing municipalities into compliance.

To implement the FHA requirements, COAH adopted a series of regulations. Round One regulations were enacted in 1987. Round 2 regulations were adopted by COAH in 1994. Round 3 regulations were supposed to be adopted in 1999 when the Round 2 rules were set to expire, but the first iteration of Round 3 rules were not adopted by COAH until 2004.

In 2007, the Appellate Division affirmed portions of COAH’s 2004 Round 3 rules, but invalidated others. See In Re Adoption of N.J.A.C. 5:94 & 5:95, 390 N.J. Super. 1 (App. Div. 2007). The opinion remanded the matter to COAH for adoption of new regulations that address the Court’s decision, and gave the agency six months to do so. The Appellate Division granted COAH two extensions, and COAH finally adopted a second set of Round 3 rules in September of 2008. Many
municipalities submitted Round 3 affordable housing plans to COAH and to courts for approval in December of 2008 in response to the new third round rules.

On October 8, 2010, the Appellate Division concluded that COAH’s revised 2008 regulations suffered from many of the same deficiencies as the first set of Round 3 rules, and it invalidated substantial portions of the 2008 Round 3 regulations. See In re Adoption of N.J.A.C. 5:96 & 5:97, 416 N.J. Super. 462 (App. Div. 2010). The Court specifically directed COAH to use a methodology for determining prospective affordable housing needs similar to the methodologies used in the prior rounds.

During this same time period, Governor Christie initiated a series of steps to abolish or reduce the role of COAH. During this time period the Legislature introduced a Bill, which would have radically transformed the affordable housing world. The S-1 Bill in its initial form was supported by Governor Christie. By the time it went through the Assembly, however, a very different bill passed and the Governor conditionally vetoed the Bill. Since that time, there has been no serious attempt to adopt legislation to reform the affordable housing process.

Frustrated with the lack of movement by COAH to adopt updated Round 3 rules, the Supreme Court issued an order on March 14, 2014, which required COAH to adopt new Round 3 regulations by October 22, 2014. COAH proposed the third version of Round 3 regulations on April 30, 2014. Unfortunately, in October of 2014, the COAH Board deadlocked 3-3 when voting to approve the regulations and the rules were not adopted.

In response, on March 10, 2015, the Supreme Court issued its decision in In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (Mount Laurel IV), in which it (1) found that COAH had violated the March 14, 2014 Order by failing to adopt new Round 3 regulations by October 22, 2014, (2) held that, without new Round 3 regulations, COAH could not process municipalities’ petitions for substantive certification, (3) directed trial courts to assume COAH’s functions, (4) authorized municipalities under COAH’s jurisdiction to file Declaratory Judgment Actions along with a motion for Temporary Immunity by July 8, 2015, or risk exposure to Builder’s Remedy lawsuits, and (5) ruled that municipalities would have to prepare and file a Housing Element and Fair Share Plan with a trial court for review. The Supreme Court declined to determine fair share allocations, however, instead assigning this task to the trial court judges with the directive that they use a methodology similar to that used in COAH’s first and second round Rules.

Hackensack did not petition COAH during the First Round or Second Round. The City adopted a Housing Element and Fair Share Plan (“HEFSP”) to address its Third Round Obligation on October 26, 2006 and filed the plan with COAH, but it did not petition for substantive certification. A subsequent HEFSP was adopted on November 11, 2010 and endorsed by Resolution 447-13 dated November 12, 2013 by the City Council to be filed with COAH without petition of Substantive Certification.

In response to the Supreme Court’s decision in Mount Laurel IV, the City of Hackensack filed a Declaratory Judgment action on June 15, 2015 in Superior Court of New Jersey, Bergen County, within the requisite time period, and received temporary immunity from the Court, which is still in full force and effect. Subsequent to the filing, the City entered into a Settlement Agreement with Fair Share Housing Center (“FSHC”) on September 10, 2020 to resolve the City’s Declaratory Judgment action on a global level (attached hereto as Appendix A). On October 22, 2020, the
Court held a Fairness Hearing, at which all of the aforementioned agreements were approved by the Court. An order memorializing the Court’s findings at the Fairness Hearing was entered by the Court on November 5, 2020. See attached Appendix B.

As per the deadlines in the November 5, 2020 Court Order, the City prepared an HEFSP, along with all supporting documents, and the plan is scheduled to be heard and adopted by the City’s Planning Board on January 13, 2021 and scheduled to be heard for endorsement by the City Council on January 26, 2021.

The Compliance Hearing was then scheduled for March 3, 2021. Prior to the hearing, a developer withdrew its proposed inclusionary project that was a crucial component of the City’s Plan, and the Compliance Hearing was postponed. The Settlement Agreement was subsequently amended to include a new inclusionary Redevelopment project for a City-owned parcel known as Parking Lot T. The amended Settlement Agreement was signed by FSHC and was approved by the governing body on November 9, 2021, wherein the Mayor was authorized to execute the amended agreement, which is included as Appendix A.1 of this report. The City requested, with the consent of FSHC and the Court Master, that the Court schedule a combined Fairness and Compliance Hearing, which is now scheduled for March 29, 2022.

In accordance with the MLUL, applicable COAH regulations and Mount Laurel caselaw, and in accordance with the terms and conditions of the Amended FSHC Settlement Agreement and the Court’s November 5, 2020 order, the City hereby presents this Housing Element and Fair Share Plan to the Court for review and approval at an upcoming Compliance Hearing.

B. SUMMARY OF HACKENSACK PAST AFFORDABLE HOUSING HISTORY & ACTIVITIES

While Hackensack did not petition COAH during the First Round or Second Round, the City adopted an HEFSP to address its Third Round Obligation on October 26, 2006 prepared by Stan Slachetka, AICP, P.P. and filed the plan with COAH but did not petition for substantive certification. As a result of the invalidation of COAH’s first iteration of its Third Round Rules, a subsequent HEFSP was prepared on November 22, 2010 and adopted by Planning Board Resolution on April 2, 2011. The City later endorsed the plan and directed it to be filed with COAH without petition on November 12, 2013 by Resolution No. 447-13. The City remained under COAH’s jurisdiction until it filed a Declaratory Judgment Action on June 15, 2015, in response to the Supreme Court’s Mount Laurel IV decision.

This report involves extensive research into the creditworthiness of units in the October 26, 2006, HEFSP and in various locations in the City of Hackensack. The City of Hackensack has had a long history of providing affordable housing. The following affordable housing units have been created in the City prior to 2010, some which are creditworthy under the Mount Laurel/COAH framework and some which are not. The subsequent sections of this report will elaborate on which units are being included as part of Prior and Third Round compliance mechanisms to satisfy the respective obligations.
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</tr>
</tbody>
</table>
C. HOUSING, DEMOGRAPHIC AND EMPLOYMENT INFORMATION

The following Housing, Demographic, and Employment data for the City of Hackensack describe the characteristics of the City over time and relate them to the current and future housing demand in the municipality and region. This analysis will include population demographics, housing characteristics, regional comparison, and recent trends.

The City of Hackensack is in southern Bergen County, and has a population of 46,030 in a geographic land area of 4.2 square miles, per 2020 Census data. The Hackensack River runs the length of City’s eastern border. The City sits directly across the river from the town of Bogota. The Township of South Hackensack and the Borough of Hasbrouck Heights are located directly south of Hackensack, while the Borough of River Edge is located to the north. Maywood Borough borders Hackensack to the west.

The City has multiple public transit opportunities, with the Pascack Valley line traversing south through Hackensack from Rivers Edge Borough. The line makes two stops in Hackensack at Essex Street Station and Anderson Street Station and exits through South Hackensack. The City of Hackensack is well connected with multiple modes of public transportation. Bus Routes 162 through 165 provide access to New York through the Lincoln Tunnel, while Route 178 and 182 provide access to New York via the George Washington Bridge. There are a number of other Bus Routes that provide access to portions of New Jersey including Paramus, Willowbrook, North Bergen and Passaic.

The City has several local and regional routes that traverse through it, including the north/south directional Interstate 80 in the western portion of Hackensack. Interstate 80 runs for 68.54 miles from the Delaware Water Gap Toll Bridge at the Pennsylvania state line to its eastern terminus at I-95 in Teaneck, Bergen County. The Department of Transportation identifies I-80 within the state of New Jersey as Christopher Columbus Highway. County Road 503 and 51 run parallel to each other along the eastern border of Hackensack.

1. Analysis of Population and Demographics

The following tables analyze the population trends in Hackensack from the decennial census and 2018 American Community Survey. This analysis will help the City plan for the range of people that live and work within its borders. Comparison to the larger regional area is important to understand the present conditions and how they relate to future opportunities. This demographic profile was broken down into functional areas including community demographics, housing stock, and employment data.
**POPULATION**

Hackensack is a densely developed municipality. Table 1 depicts that the population has been growing steadily since 1930, with the largest spike in population happening between 1960 and 1990, increasing from 30,521 to 37,049 people. According to the U.S. Census, 46,030 residents lived in Hackensack in 2020. There was virtually no population change between 2000 and 2010 and a small jump from 2010 to 2020. Recent data suggest that Hackensack’s population will continue to grow steadily.

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Population</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1930</td>
<td>24,568</td>
<td>-</td>
</tr>
<tr>
<td>1940</td>
<td>26,279</td>
<td>6.9%</td>
</tr>
<tr>
<td>1950</td>
<td>29,219</td>
<td>11.1%</td>
</tr>
<tr>
<td>1960</td>
<td>30,521</td>
<td>4.4%</td>
</tr>
<tr>
<td>1970</td>
<td>36,008</td>
<td>17.9%</td>
</tr>
<tr>
<td>1980</td>
<td>36,039</td>
<td>No Change</td>
</tr>
<tr>
<td>1990</td>
<td>37,049</td>
<td>18.5%</td>
</tr>
<tr>
<td>2000</td>
<td>42,677</td>
<td>15.1%</td>
</tr>
<tr>
<td>2010</td>
<td>43,010</td>
<td>0.1%</td>
</tr>
<tr>
<td>2020</td>
<td>46,030</td>
<td>7.0%</td>
</tr>
</tbody>
</table>

*Source: U.S. Bureau of the Census, 1930-2020 Decennial Censuses*

Population data from Hackensack seems to suggest that the City is growing more quickly than Bergen County, shown in Table 2 below. From 1980 to 1990, Hackensack experienced its largest influx of residents, when Bergen County was losing residents. The City grew in a larger fraction than the County from 1990 to 2000 with a 15.1% increase in Hackensack residents and a 7.1% increase in Bergen County residents. From 2000 to 2010, Hackensack’s growth in population slowed slightly. Recently released 2020 Census data demonstrates a 7.02% increase in the number of residents from 2010, a larger margin of increase than Bergen County which grew by 5.59%.

<table>
<thead>
<tr>
<th>Year</th>
<th>Hackensack</th>
<th>% Change</th>
<th>Bergen County</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1980</td>
<td>36,039</td>
<td>-</td>
<td>845,385</td>
<td>-</td>
</tr>
<tr>
<td>1990</td>
<td>37,049</td>
<td>18.5%</td>
<td>825,380</td>
<td>-2.4%</td>
</tr>
<tr>
<td>2000</td>
<td>42,677</td>
<td>15.1%</td>
<td>884,118</td>
<td>7.1%</td>
</tr>
<tr>
<td>2010</td>
<td>43,010</td>
<td>0.10%</td>
<td>905,116</td>
<td>2.3%</td>
</tr>
<tr>
<td>2020</td>
<td>46,030</td>
<td>7.02%</td>
<td>955,732</td>
<td>5.59%</td>
</tr>
</tbody>
</table>

*Source: U.S. Bureau of the Census, 1990-2020 Decennial Censuses*

**AGE CHARACTERISTICS**

It is important to understand the age characteristics of a community when planning for new housing, resources, and the future of the City as a whole. Table 3 below depicts that Hackensack is diverse...
in its age groups. The largest age group are residents aged 25-34, making up 19% of the population. The second largest age group are people aged over 60, making up 18% of the population. People aged 35-44 make up 15.6% of the population in Hackensack. School aged children, ages 5 to 19, make up about 15% of the population in Hackensack. These age cohorts suggest that Hackensack consists largely of young professionals without children and residents aging in place.

<table>
<thead>
<tr>
<th>Table 3: Population by Sex and Age 2010, City of Hackensack</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total 2010 Census Population</td>
</tr>
<tr>
<td>Under 5</td>
</tr>
<tr>
<td>5 to 9 years</td>
</tr>
<tr>
<td>10 to 14 years</td>
</tr>
<tr>
<td>15 to 19 years</td>
</tr>
<tr>
<td>20 to 24 years</td>
</tr>
<tr>
<td>25 to 29 years</td>
</tr>
<tr>
<td>30 to 34 years</td>
</tr>
<tr>
<td>35 to 39 years</td>
</tr>
<tr>
<td>40 to 44 years</td>
</tr>
<tr>
<td>45 to 49 years</td>
</tr>
<tr>
<td>50 to 54 years</td>
</tr>
<tr>
<td>55 to 59 years</td>
</tr>
<tr>
<td>60 to 64 years</td>
</tr>
<tr>
<td>65 +</td>
</tr>
<tr>
<td>Median age (years)</td>
</tr>
</tbody>
</table>

Source: U.S. Bureau of the Census, 2010 Decennial Census

Table 4 complements the data in Table 3 and further compares Hackensack City to Bergen County over time. The largest age group in Hackensack is 25-34 and this trend has stayed consistent over the past 30 years with 24.1%, 20.7% and 19.0% in 1990, 2000 and 2010 respectively. People aged 25-34 were the largest age group in Bergen County in 1990 with 16.8% of the population. This cohort decreased to 13.4% in 2000 and to 11.6% in 2010 indicating that young people are becoming less concentrated in the County.

The largest age group in Bergen County in 2000 were people aged 35-44 making up 17.3% of the population. In 2010, the largest age group in Bergen County were people aged 5 to 17, suggesting Bergen County is becoming home to more families.
### Table 4: Population by Age 1990-2010, Hackensack and Bergen County

<table>
<thead>
<tr>
<th>Age</th>
<th>Hackensack City</th>
<th>Bergen County</th>
<th>Hackensack City</th>
<th>Bergen County</th>
<th>Hackensack City</th>
<th>Bergen County</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1990</td>
<td>2000</td>
<td>2010</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Under 5</td>
<td>2,068</td>
<td>2,465</td>
<td>2,774</td>
<td>50,281</td>
<td>2,465</td>
<td>2,774</td>
</tr>
<tr>
<td>5 to 17</td>
<td>3,811</td>
<td>5,306</td>
<td>5,257</td>
<td>154,124</td>
<td>3,811</td>
<td>5,257</td>
</tr>
<tr>
<td>18 to 24</td>
<td>3,687</td>
<td>5,367</td>
<td>5,380</td>
<td>67,253</td>
<td>3,687</td>
<td>5,380</td>
</tr>
<tr>
<td>25 to 34</td>
<td>8,919</td>
<td>8,833</td>
<td>8,153</td>
<td>104,847</td>
<td>8,919</td>
<td>8,153</td>
</tr>
<tr>
<td>35 to 44</td>
<td>5,989</td>
<td>7,549</td>
<td>6,723</td>
<td>129,334</td>
<td>5,989</td>
<td>6,723</td>
</tr>
<tr>
<td>45 to 54</td>
<td>3,975</td>
<td>5,740</td>
<td>6,202</td>
<td>147,648</td>
<td>3,975</td>
<td>6,202</td>
</tr>
<tr>
<td>55 to 64</td>
<td>3,292</td>
<td>3,785</td>
<td>5,003</td>
<td>114,526</td>
<td>3,292</td>
<td>5,003</td>
</tr>
<tr>
<td>65 &amp; Over</td>
<td>5,308</td>
<td>5,329</td>
<td>5,318</td>
<td>137,103</td>
<td>5,308</td>
<td>5,318</td>
</tr>
<tr>
<td>Total</td>
<td>37,049</td>
<td>42,677</td>
<td>43,010</td>
<td>905,116</td>
<td>37,049</td>
<td>43,010</td>
</tr>
</tbody>
</table>


From 2000 to 2010, Hackensack saw a slight increase in people aged 55-64, from 8.9% to 11.6%. Over this same time, Hackensack saw a slight uptick in children under 5, where Bergen County saw a slight decrease in this age group. These trends suggest that Hackensack may be attracting a younger population than the rest of Bergen County, while larger families may move out of Hackensack into other portions of Bergen County.

### RACE

Hackensack is a diverse City. Table 5 shows the racial breakdown of the Hackensack population according to responses from the 2010 Decennial Census, since 2020 Census number were not yet available for this dataset. Over 95% of the population responded as “One Race”, with 46.7% responding as White. The next largest racial group in Hackensack are Hispanic or Latino, making up 35.3% of respondents. Black or African American residents make up 24.4% of the population. The remainder of those who responded as “One Race” identified as either Asian (10.3%) or Some Other Race (13.6%).

The remaining 4.4% of residents identified as “Two or More Races”, with the largest subgroup in that category being “White, Some Other Race” comprising 1.6% of respondents.

### Table 5: Race 2010, Hackensack

<table>
<thead>
<tr>
<th>Racial Group</th>
<th>#</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Race</td>
<td>41,110</td>
<td>95.5</td>
</tr>
<tr>
<td>White</td>
<td>20,072</td>
<td>46.7</td>
</tr>
<tr>
<td>Black or African American</td>
<td>10,511</td>
<td>24.4</td>
</tr>
<tr>
<td>Hispanic or Latino</td>
<td>15,186</td>
<td>35.3</td>
</tr>
<tr>
<td>American Indian/Alaska Native</td>
<td>241</td>
<td>0.5</td>
</tr>
<tr>
<td>Asian</td>
<td>4,432</td>
<td>10.3</td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander</td>
<td>10</td>
<td>0.02</td>
</tr>
<tr>
<td>Some Other Race</td>
<td>5,844</td>
<td>13.6</td>
</tr>
<tr>
<td>Two or More Races</td>
<td>1,900</td>
<td>4.4</td>
</tr>
<tr>
<td>White; American Indian and Alaska Native</td>
<td>57</td>
<td>0.13</td>
</tr>
<tr>
<td>White; Asian</td>
<td>165</td>
<td>0.38</td>
</tr>
<tr>
<td>White; Black or African American</td>
<td>298</td>
<td>0.69</td>
</tr>
<tr>
<td>White; Some Other Race</td>
<td>708</td>
<td>1.6</td>
</tr>
<tr>
<td>Total population</td>
<td>43,010</td>
<td>100%</td>
</tr>
</tbody>
</table>

Source: U.S. Census, 2010
HOUSEHOLD SIZE AND CHARACTERISTICS

Household size is important in characterizing the City residents and housing stock. Decennial Census data from 1990 to 2010, demonstrate that the average household size in Hackensack has been increasing over time, climbing from just above 2 people to about 2.30 people by 2010. Table 6 shows that the household population and frequency of owner-occupied households also increased over this time. Hackensack has a smaller average household size than Bergen County which experienced a steady average household size of 2.64 from 1990 to 2000. The household population and number of occupied housing units for Bergen County have steadily increased over this time, suggesting that the household size has remained steady because new families of similar size are moving into the County.

Table 6: Households and Population 1990-2010, Hackensack and Bergen County

<table>
<thead>
<tr>
<th></th>
<th>Hackensack</th>
<th>Bergen County</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HH Population</strong></td>
<td>35,579</td>
<td>816,230</td>
</tr>
<tr>
<td><strong>Occupied Housing Units</strong></td>
<td>16,464</td>
<td>308,880</td>
</tr>
<tr>
<td><strong>Avg HH Size</strong></td>
<td>2.16</td>
<td>2.64</td>
</tr>
<tr>
<td><strong>HH Population</strong></td>
<td>41,015</td>
<td>872,769</td>
</tr>
<tr>
<td><strong>Occupied Housing Units</strong></td>
<td>18,524</td>
<td>330,817</td>
</tr>
<tr>
<td><strong>Avg HH Size</strong></td>
<td>2.26</td>
<td>2.64</td>
</tr>
<tr>
<td><strong>HH Population</strong></td>
<td>41,709</td>
<td>894,694</td>
</tr>
<tr>
<td><strong>Occupied Housing Units</strong></td>
<td>18,142</td>
<td>335,730</td>
</tr>
<tr>
<td><strong>Avg HH Size</strong></td>
<td>2.30</td>
<td>2.66</td>
</tr>
</tbody>
</table>

Source: U.S. Census, 2010

Table 7 shows that according to American Community Survey 5-year estimates, household sizes in occupied units was highest for units with 1 person at 38.5%. A combined 68.0% of units in Hackensack have 1 or 2 persons. The data on household size in the City help to supplement age cohort data discussed earlier. Small household size coupled with younger residents correlate with the typical mixed land uses present in the City.

Table 7: Household Size, 2018 ACS, 5-Year Estimates, City of Hackensack

<table>
<thead>
<tr>
<th>Household Size</th>
<th>Number of Households</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>7,215</td>
<td>38.5</td>
</tr>
<tr>
<td>2 Persons</td>
<td>5,532</td>
<td>29.5</td>
</tr>
<tr>
<td>3 Persons</td>
<td>2,628</td>
<td>14.0</td>
</tr>
<tr>
<td>4 Persons or More</td>
<td>3,357</td>
<td>17.9</td>
</tr>
<tr>
<td>Total Occupied Housing Units</td>
<td>18,732</td>
<td>100%</td>
</tr>
</tbody>
</table>

Source: 2018 American Community Survey 5-Year Estimates

The occupancy data indicates that 61.5% (11,517) of households in Hackensack City are family households and 38.5% (7,215) are non-family households, or 1-person households. By measuring household size as a function of only family households, the most common size for a family in Hackensack is a 2-person household with 48.0%. The next most common size is a 4-person household with 29.1%, and 3-person households make up 22.8% of family households. This echoes data discussed earlier in this report that seem to indicate that Hackensack attracts young families that are a smaller size with few young children.
Additional housing characteristics which evaluate the physical occupancy in the City are shown in Table 8. Data indicates that 48.9% of units have 2 or 3 bedrooms. 4-bedroom dwellings are less common, with 5.1% of Hackensack units being this size. Studio and 1-bedroom units make up the remainder with 46.0% of dwellings in the City this size. The average household size of 2.30 persons per unit in Hackensack indicate that there may be some people living in smaller units than can accommodate their family size, or that young families are slightly growing.

Table 9 shows the number of rooms by household. The data in Table 9 mirrors the previous table, there are about 1,000 studio units in Hackensack. The median number of rooms in Hackensack is 4 rooms, indicating that Hackensack has a majority of smaller units for single or two-person occupancy. By dividing the household population in Hackensack by the number of rooms that exist in the City, we can find an approximate number of Person per Room. Persons per Room can indicate if there are overcrowding issues in the City. Based on 2018 American Community Survey population estimates, Hackensack had about 0.73 persons per room. This indicates that overcrowding is unlikely in Hackensack.

<table>
<thead>
<tr>
<th>Number of Rooms</th>
<th>City of Hackensack</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of Units</td>
</tr>
<tr>
<td>1 Room</td>
<td>1,000</td>
</tr>
<tr>
<td>2 Rooms</td>
<td>1,416</td>
</tr>
<tr>
<td>3 Rooms</td>
<td>5,513</td>
</tr>
<tr>
<td>4 Rooms</td>
<td>5,581</td>
</tr>
<tr>
<td>5 Rooms or More</td>
<td>6,726</td>
</tr>
<tr>
<td>Total</td>
<td>20,236</td>
</tr>
</tbody>
</table>

Source: 2018 American Community Survey 5-Year Estimates
Note: Percentages May Not Add Due to Rounding

**INCOME**

American Community Survey data was utilized to evaluate Hackensack’s income characteristics compared to Bergen County as a whole. Table 10 shows that the per capita income and the median
household income in Hackensack are $34,728 and $67,188 respectively. Both estimates are lower than Bergen County as a whole.

With a per capita income lower than both the State and the County, the percent of persons below the poverty level is higher in Hackensack at 12.9% compared to Bergen County at 7.0%. Poverty level is determined by the Census Bureau and is based on income, family size and family composition. The poverty level is above that of the state of New Jersey, which has a 10.9% rate of persons below the poverty line.

The ACS data estimates that 54.7% of individuals below the poverty line did not work, and 22.6% worked less than full time. This could mean that individuals are attending school or are retired, thus putting them below the threshold for poverty.

<table>
<thead>
<tr>
<th>Table 10: Income Characteristics – 2018 ACS, 5-Year Estimates</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Hackensack and Bergen County</td>
</tr>
<tr>
<td>Median Household Income</td>
</tr>
<tr>
<td>Median Family Income</td>
</tr>
<tr>
<td>Per Capita Income</td>
</tr>
<tr>
<td>Percent of Persons Below Poverty Level</td>
</tr>
</tbody>
</table>

**Source:** Selected Economic Characteristics, 2018 American Community Survey 5-Year Estimates

The income limits in Table 11 were produced by the Affordable Housing Professionals of New Jersey in 2021 to set the Affordable Housing Regional Income Limits. The table shows the very low income, low income, and moderate-income thresholds for Bergen County for each household size. Specific rows are for calculating the pricing for one and three-bedroom sale and rental units per N.J.A.C. 5:80-26.4(a).

<table>
<thead>
<tr>
<th>Table 11: Affordable Housing Professionals of New Jersey 2021, Affordable Housing Regional Income Limits Region 1 – Bergen County, New Jersey</th>
</tr>
</thead>
<tbody>
<tr>
<td>Household Size</td>
</tr>
<tr>
<td>1 Person</td>
</tr>
<tr>
<td>1.5 Persons*</td>
</tr>
<tr>
<td>2 Persons</td>
</tr>
<tr>
<td>3 Persons</td>
</tr>
<tr>
<td>4 Persons</td>
</tr>
<tr>
<td>4.5 Persons*</td>
</tr>
<tr>
<td>5 Persons</td>
</tr>
<tr>
<td>6 Persons</td>
</tr>
<tr>
<td>7 Persons</td>
</tr>
<tr>
<td>8+ Persons</td>
</tr>
</tbody>
</table>
2. **Analysis of Housing Characteristics**

This section of the Housing Element provides an inventory of the community’s housing stock. COAH’s regulations require the municipal housing inventory to identify the number of year-round and seasonal units, housing age, housing conditions, purchase or rental value, occupancy characteristics and type, number of units affordable to very-low, low- and moderate-income households, and substandard housing units capable of being rehabilitated. Each of these items is identified in this section of the report. To supplement and update the information provided by the U.S. Census, information from the N.J. Department of Community Affairs (“DCA”) Construction Reporter was reviewed.

**AGE OF HOUSING**

Hackensack is a historic and developed community. Table 12 shows the year housing units were built over time in the City. 20.2% of housing units were built before 1939. There was a slight slowdown in construction between 1940 and 1949. About 61.5% of the housing stock, 12,448 units, were added to the market between 1950 and 1989. Only 11.2% of units were built between 1990 and 2013. Coupled with the fact that most of Hackensack has been built up and much of the housing is older than 50 years, redevelopment is one of the only ways to provide for new housing stock.

<table>
<thead>
<tr>
<th>Year Housing Unit Built</th>
<th>City of Hackensack</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of Units</td>
</tr>
<tr>
<td>2014 or later</td>
<td>223</td>
</tr>
<tr>
<td>2010 – 2013</td>
<td>427</td>
</tr>
<tr>
<td>2000 – 2009</td>
<td>741</td>
</tr>
<tr>
<td>1990 – 1999</td>
<td>1,089</td>
</tr>
<tr>
<td>1970 – 1979</td>
<td>3,123</td>
</tr>
<tr>
<td>1960 – 1969</td>
<td>3,434</td>
</tr>
<tr>
<td>1950 – 1959</td>
<td>2,911</td>
</tr>
<tr>
<td>1940 – 1949</td>
<td>1,214</td>
</tr>
<tr>
<td>1939 or earlier</td>
<td>4,094</td>
</tr>
<tr>
<td>Total</td>
<td>20,236</td>
</tr>
</tbody>
</table>

*Source: 2018 American Community Survey 5-Year Estimates*

*These are for calculating the pricing for one and three-bedroom sale and rental units per N.J.A.C. 5:80-26.4(a)*
Hackensack has recently experienced a redevelopment boom to supplement the aging housing stock. Table 13 demonstrates a spike in residential building permits with 726 permits issued in 2017. According to New Jersey Department of Labor and Workforce data, 720 of these permits were issued to buildings with 5 units or more. Prior to the beginning of the boom in 2017, Hackensack averaged 67 building permits per year from 2005 to 2016. During the period of economic downturn, 2010 to 2013, Hackensack still saw an average of 68.75 permits issued per year. Despite being built out, Hackensack has seen steady investment and redevelopment over the past 15 years. The pattern of development and issuance of building permits for housing units suggests that large developments are replacing an older housing stock and attracting new residents.

Table 14 indicates housing occupancy in Hackensack and the vacancy rate associated with owner or renter occupancy based on the 2010 U.S. Census, since 2020 Census number were not yet available for this dataset. Most of the housing in Hackensack is renter occupied – about 64.7% of households. The vacancy rate for both owner-occupied and renter-occupied households indicate that there are enough housing units to meet the current demand. In 2010, 6.8% or 1,233 units were vacant.

Table 15 shows the value of owner-occupied housing in the City of Hackensack and Bergen County based on the 2013-2018 American Community Survey. The ACS estimates that 42.2% of owner-occupied housing in Bergen County is valued between $300,000-$499,999, with Hackensack having 45.4% of units valued at this level. 23.9% of Hackensack’s owner-occupied housing is valued below $199,999, compared to Bergen County where only 5.9% of units are valued at this level. The incongruity between Bergen County and Hackensack is further illustrated in the number of units valued above $500,000 – with Hackensack having 4.2% and Bergen County having 42.0% at this level.
It appears that both renter and owner-occupied housing are affordable in Hackensack. Table 16 depicts the rent in Hackensack based on 2013-2018 American Community Survey data. Most rental units cost between $1,000 to $1,499 per month with 48.3% of units in this range. In fact, over 68.3% of units have an asking rent of less than $1,499. Only 8.7% of units cost more than $2,000 per month. Based on the median household income for Hackensack in 2010, a monthly rent of no more than $1,405 would be affordable to those making less than 30% of the median household income. While the 30% recommendation is not a hard and fast rule, it is a good benchmark to assess the percentage of income burdened renters in Hackensack. It would appear from this data that there is an ample housing stock affordable to the median household income in Hackensack.

**SUBSTANDARD HOUSING**

Based on the 2018 American Community Survey five-year estimates, there are 18,732 occupied housing units in the City. Of the total, 6,270 are estimated to be owner occupied and 12,462 are renter-occupied. In order to measure the occurrence of substandard housing, the American Community Survey provides estimates for the City of Hackensack and Bergen County.

<table>
<thead>
<tr>
<th>Housing Value</th>
<th>Number of Units</th>
<th>Percent</th>
<th>Number of Units</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $50,000</td>
<td>60</td>
<td>1.0%</td>
<td>3,109</td>
<td>1.4%</td>
</tr>
<tr>
<td>$50,000 to $99,999</td>
<td>106</td>
<td>1.7%</td>
<td>1,961</td>
<td>0.9%</td>
</tr>
<tr>
<td>$100,000 to $149,999</td>
<td>674</td>
<td>10.7%</td>
<td>3,082</td>
<td>1.4%</td>
</tr>
<tr>
<td>$150,000 to $199,999</td>
<td>661</td>
<td>10.5%</td>
<td>4,687</td>
<td>2.2%</td>
</tr>
<tr>
<td>$200,000 to $299,999</td>
<td>1,657</td>
<td>26.4%</td>
<td>21,427</td>
<td>9.8%</td>
</tr>
<tr>
<td>$300,000 to $499,999</td>
<td>2,848</td>
<td>45.4%</td>
<td>91,910</td>
<td>42.2%</td>
</tr>
<tr>
<td>$500,000 to $999,999</td>
<td>238</td>
<td>3.8%</td>
<td>75,273</td>
<td>34.5%</td>
</tr>
<tr>
<td>$1,000,000 or more</td>
<td>26</td>
<td>0.4%</td>
<td>16,432</td>
<td>7.5%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>6,270</strong></td>
<td><strong>100%</strong></td>
<td><strong>217,881</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Source: Value of Owner-occupied housing units, 2018 American Community Survey 5-Year Estimates

<table>
<thead>
<tr>
<th>Rent</th>
<th>Number of Units</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $500</td>
<td>630</td>
<td>5.1%</td>
</tr>
<tr>
<td>$500 to $999</td>
<td>1,854</td>
<td>14.9%</td>
</tr>
<tr>
<td>$1,000 to $1,499</td>
<td>6,017</td>
<td>48.3%</td>
</tr>
<tr>
<td>$1,500 to $1,999</td>
<td>2,762</td>
<td>22.2%</td>
</tr>
<tr>
<td>$2,000 to $2,499</td>
<td>726</td>
<td>5.8%</td>
</tr>
<tr>
<td>$2,500 to $2,999</td>
<td>332</td>
<td>2.7%</td>
</tr>
<tr>
<td>$3,000 to $3,499</td>
<td>29</td>
<td>0.23%</td>
</tr>
<tr>
<td>$3,500 or more</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>No cash rent</td>
<td>122</td>
<td>1.0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>12,462</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Source: Contract Rent for Renter-occupied housing units, 2018 American Community Survey 5-Year Estimates
Community Survey measures the occurrence of complete plumbing and kitchen facilities. Regarding kitchen facilities, the survey asks if there is a sink, a stove, and a refrigerator.

The survey estimates that all owner-occupied housing units have complete plumbing and 0.2% owner-occupied units do not have complete kitchen facilities. For renter-occupied units it is estimated that 55 or 0.4% of units do not have complete plumbing and 103 or 0.8% of units do not have kitchen facilities. Overall, this data indicates that Hackensack does not have a significant issue with substandard housing.

<table>
<thead>
<tr>
<th>Label</th>
<th>Owner-Occupied Housing Units</th>
<th>Percent</th>
<th>Renter-Occupied Housing Units</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Units</td>
<td>6,270</td>
<td>100%</td>
<td>12,462</td>
<td>100%</td>
</tr>
<tr>
<td>COMPLETE FACILITIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>With complete plumbing</td>
<td>6,270</td>
<td>100%</td>
<td>12,407</td>
<td>99.6%</td>
</tr>
<tr>
<td>With complete kitchen facilities</td>
<td>6,244</td>
<td>99.8%</td>
<td>12,359</td>
<td>99.2%</td>
</tr>
<tr>
<td>Units without plumbing</td>
<td>0</td>
<td>100%</td>
<td>55</td>
<td>0.4%</td>
</tr>
<tr>
<td>Units without kitchen facilities</td>
<td>26</td>
<td>0.2%</td>
<td>103</td>
<td>0.8%</td>
</tr>
</tbody>
</table>

Source: Physical Housing Characteristics for Occupied Housing Units, 2018 American Community Survey 5-Year Estimates

3. **Analysis of Employment Characteristics**

Economic data about Hackensack and Bergen County help describe the outlook of occupations in the local and regional economy. The data in Table 17 below, retrieved from the New Jersey Department of Labor and Workforce Development, show the major occupational groups in Bergen County and their growth projection for 2016 to 2026. Bergen County is not projected to experience decline in any of the occupational sectors, but Office and Administrative Support is projected to remain stable. The largest projected growth is in the Healthcare Practitioners and Support occupational group with 27.1% project growth by 2026.

<table>
<thead>
<tr>
<th>Occupational Group</th>
<th>Base Employment 2016</th>
<th>Projected Employment 2026</th>
<th>Outlook</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arts, Design, Entertainment, Sports and Media</td>
<td>7,726</td>
<td>8,232</td>
<td>Growing</td>
<td>6.5%</td>
</tr>
<tr>
<td>Building, and Grounds Cleaning and Maintenance</td>
<td>15,806</td>
<td>17,663</td>
<td>Growing</td>
<td>11.7%</td>
</tr>
<tr>
<td>Business and Financial Operations Occupations</td>
<td>27,008</td>
<td>29,748</td>
<td>Growing</td>
<td>10.1%</td>
</tr>
<tr>
<td>Education, Training, and Library</td>
<td>31,939</td>
<td>35,430</td>
<td>Growing</td>
<td>10.9%</td>
</tr>
<tr>
<td>Food Preparation and Serving Related</td>
<td>32,689</td>
<td>39,289</td>
<td>Growing</td>
<td>20.2%</td>
</tr>
<tr>
<td>Healthcare Practitioners and Support Occupations</td>
<td>56,332</td>
<td>67,718</td>
<td>Growing</td>
<td>27.1%</td>
</tr>
</tbody>
</table>
Table 18 shows the educational attainment of Hackensack residents based on the 2013-2018 American Community Survey. For the population aged 25 years and older, 87.4% of residents have attained a High School Degree or higher, with 36.3% of residents having a Bachelor’s degree or higher. This data can assist the City in understanding regional employment trends.

Table 19 shows the most common industries and occupations for residents in the City. The most common occupational sectors of Hackensack residents are “Educational, Health Care and Social Services,” “Professional, Scientific and Management” and “Retail Trade.” Together, 39.4% of the Hackensack population is employed in one of these three sectors. Educational, Health Care and Social Services comprise almost a fourth of occupations held by residents. Retail Trade and Arts, Entertainment, Recreation and Food Services account for 20% of the jobs held by Hackensack residents. Additionally, Manufacturing jobs make up 8.9% of the occupations held by residents.

Table 20 provides commuting characteristics of Hackensack Residents based on the 2013-2018 American Community Survey. About 61.0% of Hackensack residents worked in Bergen County. 19.8% of residents commuted out of state for work, while 19.2% worked outside of their County but within New Jersey. The mean travel time to work for Hackensack residents was 31.4 minutes.
According to the New Jersey Transportation Planning Authority, as of 2015, there was a population of 43,768 in the City of Hackensack. By 2045, the NJTPA projects the population will grow to 50,013, or 0.4% over a 30-year period.

The same data retrieved from the New Jersey Transit Planning Authority reported that in 2015 there were 42,488 jobs in the City of Hackensack. By 2045, the city is expected to have 45,032 jobs. This reflects a 2,544 job increase or 0.2% increase over current conditions. This is an increase of roughly 85 jobs per year.

### Table 20: Commuting Characteristics, City of Hackensack

<table>
<thead>
<tr>
<th>Place of Work</th>
<th>Estimates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worked in State</td>
<td>80.2%</td>
</tr>
<tr>
<td>Worked in County of residence</td>
<td>61.0%</td>
</tr>
<tr>
<td>Worked outside County of residence</td>
<td>19.2%</td>
</tr>
<tr>
<td>Worked outside State of residence</td>
<td>19.8%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Travel Time to Work</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 10 minutes</td>
<td>6.2%</td>
</tr>
<tr>
<td>10 to 14 minutes</td>
<td>9.7%</td>
</tr>
<tr>
<td>15 to 19 minutes</td>
<td>11.0%</td>
</tr>
<tr>
<td>20 to 24 minutes</td>
<td>13.8%</td>
</tr>
<tr>
<td>25 to 29 minutes</td>
<td>15.2%</td>
</tr>
<tr>
<td>30 to 34 minutes</td>
<td>13.6%</td>
</tr>
<tr>
<td>35 to 44 minutes</td>
<td>5.3%</td>
</tr>
<tr>
<td>45 to 59 minutes</td>
<td>8.2%</td>
</tr>
<tr>
<td>60 or more minutes</td>
<td>17.0%</td>
</tr>
</tbody>
</table>

Mean travel time to work                   | 31.4 minutes |

Source: 2018 American Community Survey-5 Year Estimates

### Table 21: 2015-2045 Population Projection, City of Hackensack

<table>
<thead>
<tr>
<th>Year</th>
<th>Population</th>
<th>Change (#)</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>43,768</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2045</td>
<td>50,013</td>
<td>6,245</td>
<td>0.4%</td>
</tr>
</tbody>
</table>

Source: NJPTA Employment Forecast by County and Municipality 2015-2045

The same data retrieved from the New Jersey Transit Planning Authority reported that in 2015 there were 42,488 jobs in the City of Hackensack. By 2045, the city is expected to have 45,032 jobs. This reflects a 2,544 job increase or 0.2% increase over current conditions. This is an increase of roughly 85 jobs per year.

### Table 22: 2015-2045 Employment Projection, City of Hackensack

<table>
<thead>
<tr>
<th>Year</th>
<th>Population</th>
<th>Change (#)</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>42,488</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2045</td>
<td>45,032</td>
<td>2,544</td>
<td>0.2%</td>
</tr>
</tbody>
</table>

Source: NJPTA Employment Forecast by County and Municipality 2015-2045

### 4. Projection of City Housing Stock

As per MLUL, specifically, N.J.S.A. 52:27D-310.b, a housing element must contain a projection of the municipality’s housing stock, including a projection of future construction of low- and moderate-
income housing for the next ten years, taking into account, but not limited to, construction permits issued, approvals of applications for development and probable residential development of lands.

The Department of Community Affairs' Division of Codes and Standards website provides data on Certificates of Occupancy and demolition permits for both residential and non-residential development. Within the Division of Codes and Standards website is the New Jersey Construction Reporter, which contains building permit, certificate of occupancy and demolition data that is submitted by the municipal construction officials within the State each month. The New Jersey Construction Reporter has information dating back to 2000, which can be used to show the City’s historic development trends.

As shown in Table 23, 454 new housing units were built between 2008 and 2019. During the period, 93 housing units were demolished. This yields a net gain of 361 housing units over the past 11 years, or an average of about 41 units per year.

| Table 23: Historic Trend of Certificates of Occupancy and Demolition Permits, City of Hackensack |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CO | 42 | 1 | 5 | 4 | 44 | 231 | 19 | 11 | 82 | 8 | 0 | 2 | 454 |
| Demo | 7 | 8 | 8 | 6 | 14 | 3 | 8 | 7 | 5 | 1 | 0 | 2 | 93 |
| Net | 35 | -7 | -3 | -2 | 30 | 228 | 11 | 4 | 77 | 7 | 0 | 0 | 361 |

Source: NJDCA Housing Units Certified

Projecting into the future, the City presently has 467 residential units approved, with 2,343 permits issued and under construction or commencing construction shortly.

Lastly, the City projects 10 years out for residential development between the present and 2030. The projected development includes an extrapolation of the historic trend of residential certificates of occupancy, and anticipated development through the projects in this Plan. Based on the data below, the City anticipates 3,321 residential certificates of Occupancy between now and the end of 2030, based upon the measures the City is taking to implement its settlement agreement and existing redevelopment plans. Table 24 below provides a loose approximation of the timing of residential development based upon this Plan intended to depict that units will be constructed over time in the next 10 years and is no way an exact prediction.

| Table 24: 10-Year Projection of Residential Development, City of Hackensack |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Type | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Total |
| 1. Approved Development Applications | 467 | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | 467 |
| 2. Approved Development Permits Issued | 2,343 | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | 2,343 |
| 3. Projected Historic Trends | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 41 | 451 |
| 4. Other Projected Development | | | | | | | | | | | | |
| i. 100% Affordable | -- | -- | 60 | -- | -- | -- | -- | -- | -- | -- | -- | 60 |
Of the 3,321 projected new residences between now and 2030, 1.80% of the units are anticipated to be reserved for low- and moderate-income households in the City (Table 25).

<table>
<thead>
<tr>
<th>Type</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
<th>2029</th>
<th>2030</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Approved Development Applications</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>0</td>
</tr>
<tr>
<td>2. Approved Development Permits Issued</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>0</td>
</tr>
<tr>
<td>3. Other Projected Development</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>60</td>
</tr>
<tr>
<td>i. 60 affordable family rental units in an Inclusionary Housing Project</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>60</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>60</td>
</tr>
<tr>
<td>Total Projected Development</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>60</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>60</td>
</tr>
</tbody>
</table>

5. A Consideration of Lands of Developers Who Have Expressed a Commitment to Provide Affordable Housing

Pursuant to the Fair Housing Act (N.J.S.A.52:27D-310 (f)) and the Municipal Land Use Law C.40:55D-28b(3), a Housing Element must include “a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.” Thus, it is the City’s responsibility to consider sites offered for affordable housing. However, the City does not have an obligation to include every parcel a developer has proposed. In this case, a number of developers have expressed interest in the construction of affordable housing and their site has been included in this plan below.

- Capodaglia Property Company is in negotiations with the City of Hackensack to redevelop City owned “Parking Lot T” with a minimum of 60 affordable family rental units, or 20% of the total number of residential units. The parcel is located at Block 305, Lot 2 and a Redevelopment Plan has been adopted by Ordinance. The developer is assessing the possibility of purchasing an additional lot (Block 305, Lot 4) to increase the unit yield of the project. The City subsequently designated Lot 4 as an “Area in Need of Redevelopment,” and an amended redevelopment plan is currently being drafted to include the site.

- Greater Bergen Community Action, Inc. (GBCA) is evaluating the feasibility of constructing a 100% affordable housing project on the City-owned parcel located at 251 West Railroad Avenue (Block 356, Lot 1). It is anticipated that if the project is found to be
feasible, GBCA will move forward with financing applications with support from the City in 2022.

- The Housing Authority of Bergen County is evaluating the feasibility of a 100% affordable project on three or more properties located on Hudson Street, Lodi Street and Jackson Avenue. The impact of the coronavirus has delayed this project, so the HABC will likely not be applying for LIHTC credits in 2022.

- The Hackensack Housing Authority (“HHA”) is currently looking into City-owned parcels that would be suitable for a 100% affordable project.
III. CITY OF HACKENSACK THIRD ROUND FAIR SHARE PLAN

A. FAIR SHARE OBLIGATIONS

As per the terms and conditions of the Settlement Agreement between The City and Fair Share Housing Center, the following Fair Share Obligations were agreed upon:

<table>
<thead>
<tr>
<th>Table III-A: City of Hackensack Fair Share Obligations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Obligation</td>
</tr>
<tr>
<td>Third Round Obligation (1999-2025):</td>
</tr>
<tr>
<td><strong>Total Obligation</strong></td>
</tr>
</tbody>
</table>

Hackensack City meets the qualifications of an Urban Aid Municipality for the Third Round. This designation means the City is exempt from any allocation of regional Prospective Need, which in this case is the Gap Period of 1999-2015 and 2015-2025. The following criteria are used to determine an Urban Aid Municipality:

1. It has substandard housing in need of rehabilitation greater than its region’s average.
2. It has a population density greater than 10,000 persons per square mile of land area (15.6 persons per acre), or
3. It has a population density of 6,000 to 10,000 persons per square mile (9.4 persons/acre to 15.6 persons/acre) and less than 5% vacant, non-farm parcels, as measured by the average of:
   a) The number of vacant land parcels as a percentage of the total number of parcels in the municipality; and
   b) Vacant land valuation (ratables) as a percentage of total valuations by municipality.

B. SATISFACTION OF REHABILITATION OBLIGATION

The City has a 582-unit rehabilitation obligation. The City has satisfied a large portion of this obligation, with 430 units determined to be creditworthy, thus leaving a rehabilitation obligation balance of 152 units.

A majority of the rehabilitated units in the City are administered by the Hackensack Housing Authority, with 425 creditworthy units rehabilitated since 2010 at an average of $24,228 per unit spent on repairing or replacing at least one major system. Certificates of Occupancy are required by the City of Hackensack for rehabilitation projects when the extent and nature of the work is such that the work areas cannot be occupied while work is in progress and where a new certificate of occupancy is required before the work areas can be reoccupied.

The City has been an ongoing participant in the Bergen County Home Improvement Program for housing rehabilitation. The program uses Community Development Block Grant (CDBG) money to provide interest-free loans of up to $25,000 for household improvements. The program is available to low- and moderate-income residents who own and live in their homes. Records obtained from the County show that five (5) units have been rehabilitated since 2010.
An overview of the rehabilitated units part of this plan is contained in Table III-B below, as included in the Settlement Agreement. Additionally, the following sections provided details on the rehabilitated units through the Hackensack Housing Authority and the Bergen County Housing Improvement Program, respectively.

### Table III-B: Overview of All Rehabilitated Units 2010 - Present City of Hackensack, Bergen County, NJ

<table>
<thead>
<tr>
<th>Project</th>
<th>Total Units</th>
<th>Eligible Units*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barsalona Court</td>
<td>50</td>
<td>48</td>
</tr>
<tr>
<td>Harry Berkie Gardens</td>
<td>100</td>
<td>98</td>
</tr>
<tr>
<td>Oratam Court</td>
<td>144</td>
<td>133</td>
</tr>
<tr>
<td>Ostrowski Court</td>
<td>50</td>
<td>46</td>
</tr>
<tr>
<td>Widnall Towers</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>70 Cedar Ave</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>83 Linden Street</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>135 Ricardo Pl</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>73 Vanderbeck</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total Rehabilitated Units</strong></td>
<td><strong>449</strong></td>
<td><strong>430</strong></td>
</tr>
<tr>
<td><strong>Remaining Obligation</strong></td>
<td><strong>152</strong></td>
<td></td>
</tr>
</tbody>
</table>

*Due to HUD income standards v. Region 1 income standards

1. Hackensack Housing Authority Rehabilitated Units

Table III-B.1 provides more detail related to the Hackensack Annual/Statement Performance and Evaluation reports for the Hackensack Housing Authority. The table has been updated to reflect actual expenditures for 2010-2017, which is attached as Appendix N to this report. Additionally, actual expenditures for 2018 have been provided by HHA via email request, which have also been included as an update to the table. Actual expenditures for 2019 to present were not made available. However, as a result of the Housing Authority converting all of its housing units to HUD’s Rental Assistance Demonstration Program (RAD) on July 14, 2017, the HHA was able to provide anticipated expenditures for 2018 through 2025, which are provided below.
Table III-B.1: Hackensack Housing Authority Rehabilitated Units
City of Hackensack, Bergen County, NJ

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Barsalona Court (164 Beech Street, Block 231, Lot 21)</td>
<td>48</td>
<td>$386,738</td>
<td>$122,751</td>
<td>$147,186</td>
<td>$656,676</td>
<td>$13,680</td>
</tr>
<tr>
<td>Harry Berkie Gardens (60 Kansas Street, Block 66, Lot 17)</td>
<td>98</td>
<td>$586,640</td>
<td>$181,139</td>
<td>$300,505</td>
<td>$1,068,285</td>
<td>$10,900</td>
</tr>
<tr>
<td>Oratam Court (170 Sussex Street, Block 225, Lot 1)</td>
<td>133</td>
<td>$1,438,036</td>
<td>$158,000</td>
<td>$407,829</td>
<td>$2,003,865</td>
<td>$15,066</td>
</tr>
<tr>
<td>Ostrowski Court (230 Central Avenue, Block 225, Lot 1)</td>
<td>46</td>
<td>$223,033</td>
<td>$116,340</td>
<td>$141,053</td>
<td>$480,426</td>
<td>$10,444</td>
</tr>
<tr>
<td>Widnall Towers (65 First Street, Block 332, Lot 49)</td>
<td>100</td>
<td>$602,439</td>
<td>$102,020</td>
<td>$306,638</td>
<td>$1,011,098</td>
<td>$10,110</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>425</strong></td>
<td><strong>$3,349,889</strong></td>
<td><strong>$680,250</strong></td>
<td><strong>$1,302941</strong></td>
<td><strong>$5,333,080</strong></td>
<td><strong>$12,548</strong></td>
</tr>
</tbody>
</table>

* Improvements to 175 W Railroad (Dizenzo Court) were included in 2018 Expenditures, but have been prorated and excluded from the totals

** In 2017, the HHA converted to RAD and noted that anticipated funds for 2018-2025 are $2,244,136. The actual expenditures for 2018 have been deducted to show 2019-2025 expected funds. Average is based on total anticipated/total HHA units (485 – including DiZenzo Court) to derive a per unit average. Then multiplied by each project’s units to produce an estimated expenditure through 2025.

2. **Bergen County Home Improvement Program (BCHIP)**

Table III-B.2 provides more detail on the units rehabilitated through the Bergen County Home Improvement Program (BCHIP). A resolution of ongoing participation in the program is attached as Appendix O of this report. Additionally, documentation from the Director of the program is provided showing the units in the table below. The Director of BCHIP stated loans are set up for 10 years until the units are sold or change title. The mortgages for these units are attached in Appendix O.
The 10-year controls will be outlined in the pending BCHIP Administrative Manual. As of January 25, 2022, the Administrative Manual for the program was still not finalized or shared with the City.

<table>
<thead>
<tr>
<th>Address/Block, Lot</th>
<th>Total Units</th>
<th>Eligible Units</th>
<th>Date of Mortgage/Final Inspection</th>
<th>Total Expended</th>
<th>Average per unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>70 Cedar Ave/Block 567, Lot 1.01</td>
<td>2</td>
<td>2</td>
<td>9/10/2010</td>
<td>$25,000.00</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>83 Linden Street/Block 429, Lot 24</td>
<td>1</td>
<td>1</td>
<td>12/20/2013</td>
<td>$21,300.00</td>
<td>$21,300.00</td>
</tr>
<tr>
<td>135 Ricardo Pl/Block 222.01, Lot 22</td>
<td>1</td>
<td>1</td>
<td>12/11/2015</td>
<td>$17,725.00</td>
<td>$17,725.00</td>
</tr>
<tr>
<td>73 Vanderbeck/Block 435, Lot 45</td>
<td>1</td>
<td>1</td>
<td>1/8/2016</td>
<td>$12,500.00</td>
<td>$12,500.00</td>
</tr>
</tbody>
</table>

A total of 152 units remain as part of Hackensack’s rehabilitation obligation. Pursuant to Paragraph 4.b. of the Settlement Agreement, the balance of the rehabilitation obligation will be satisfied by continued participation in the Bergen County Home Improvement Program.

C. PRIOR ROUND COMPLIANCE

Hackensack has a 201-unit Prior Round Obligation and has satisfied that obligation as follows.

1. Prior Round Rental Obligation

   The prior round rental obligation is 25% of 201, or 51 units. The City is applying 51 units from the proposed Lot T Inclusionary Redevelopment Project to satisfy the rental obligation.

2. Prior Round Age-Restricted cap

   COAH’s Round 2 regulations permit a total of 25 percent of the new construction obligation to be satisfied with age-restricted housing. The City is applying 50 units from Patrick DiZenzo Court. In keeping with the settlement agreement, the City has entered into an agreement with the Hackensack Housing Authority to remove the residency preference from the deed restriction at this property, beginning with the first unit vacancy occurring after October 22, 2022. Additionally, the same agreement details that the units fifty (50) units in this plan will be affirmatively marketed when the first vacancy occurs within two years of the Court’s approval of the City’s settlement agreement with Fair Share Housing Center at a duly-noticed Fairness Hearing, or by October 22, 2022. A copy of the signed agreement with the Hackensack Housing Authority dated August 17, 2021 is attached as Appendix J to this report.
3. Prior Round Rental Bonus Credits

In accordance with N.J.A.C. 5.93-5.15(d). The City is entitled to rental bonus credits generated by projects described in Table C below. A maximum of 51 rental bonus credits are permitted based on the 201-unit Prior Round obligation. The City is applying 51 units from the proposed Lot T Inclusionary Redevelopment Project, utilizing the entirety of the allotted Rental Bonus.

4. Very-Low Income Monitoring

Pursuant to the 2008 amendments to the FHA at N.J.S.A. 52:27D-329.1, municipalities must ensure that 13% of all affordable units proposed, approved and constructed after July 17, 2008 are affordable to very low-income households at 30% of the regional median income. Therefore, the City is required to ensure that at least 13% within each bedroom distribution of the proposed Lot T Inclusionary Redevelopment Project, any 100% affordable project that may be constructed, and any units produced via any residential project occurring within the inclusionary overlay zones, will be affordable to households earning 30% or less of area median income.

The City is in negotiations with a developer to construct 60-units of affordable housing in the Lot T Redevelopment Area, of which 13% will be very-low income within each bedroom distribution. For example, the following income and bedroom distribution displays the 13% very-low-income requirement in the bedroom distribution pursuant to N.J.A.C. 9:93-7.3 below:

<table>
<thead>
<tr>
<th>Income Distribution</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Low income</td>
<td>1</td>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td>Low income</td>
<td>7</td>
<td>17</td>
<td>6</td>
</tr>
<tr>
<td>Moderate income</td>
<td>6</td>
<td>14</td>
<td>4</td>
</tr>
</tbody>
</table>

Table III.C. – Proposed Income & Bedroom Distribution for Parking Lot T
5. Satisfaction of Prior Round Obligation

The City enters the Third Round having satisfied a portion of its Prior Round obligation. This includes a number of already constructed projects for a total of 111 units - including 28 family for-sale units, 50 senior rental units, 33 supportive/special needs housing units. A prospective 60 family, rental development is included in this Plan to fulfill the remainder of the Prior Round obligation.

<table>
<thead>
<tr>
<th>Table III-C.2 Prior Round Affordable Housing Fulfillment</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Hackensack, Bergen County, NJ</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Family For-Sale Units</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Total Units</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td>28</td>
</tr>
<tr>
<td>Clinton Terrace Condos</td>
</tr>
<tr>
<td>Block 436, Lots 7-9</td>
</tr>
<tr>
<td>22</td>
</tr>
<tr>
<td>Pulaski Place Condos</td>
</tr>
<tr>
<td>Block 13, Lot 1</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>Franklin Garden Condos</td>
</tr>
<tr>
<td>Block 32, Lots 16 and 17</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td><strong>Senior Rental Units</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Total Units</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td>50</td>
</tr>
<tr>
<td>Patrick DiZenzo Court</td>
</tr>
<tr>
<td>Block 231, Lot 21</td>
</tr>
<tr>
<td>50</td>
</tr>
<tr>
<td><strong>Supportive/Special Needs and Group Home Units</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Total Units</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td>33</td>
</tr>
<tr>
<td><strong>Group Homes</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Total Units</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>279 Lookout Ave</td>
</tr>
<tr>
<td>NJ ARC Bergen-Passaic Unit</td>
</tr>
<tr>
<td>5</td>
</tr>
<tr>
<td>155 Poor Street</td>
</tr>
<tr>
<td>Community Action for Independent Living</td>
</tr>
<tr>
<td>7</td>
</tr>
<tr>
<td>298 Jackson Street</td>
</tr>
<tr>
<td>Comprehensive Behavioral Healthcare</td>
</tr>
<tr>
<td><strong>Supportive/Special Needs Housing</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Total Units</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>75 Union Street</td>
</tr>
<tr>
<td>Advance Housing</td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>25 Kansas Street</td>
</tr>
<tr>
<td>Advance Housing</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>461 Heath Place</td>
</tr>
<tr>
<td>Advance Housing</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>279 Clark Street</td>
</tr>
<tr>
<td>Advance Housing</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>10 Orchard Street</td>
</tr>
<tr>
<td>Advance Housing</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>451 Health Place</td>
</tr>
<tr>
<td>Advance Housing</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td><strong>SUBTOTAL EXISTING</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>111</td>
</tr>
<tr>
<td><strong>Lot T Redevelopment of Family Rental Units (Proposed)</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>60</td>
</tr>
<tr>
<td><strong>SUBTOTAL PROPOSED</strong></td>
</tr>
<tr>
<td>60</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
</tr>
</tbody>
</table>

* Maximum 25% cap on age-restricted units
6. **Detailed Summary of Prior Round Satisfaction**

The City is satisfying and exceeding its prior round obligation of 201 credits through the following mechanisms:

a. **78 existing affordable units** from the following constructed and occupied units:

   i. **22 affordable family for-sale units from Clinton Terrace condos at 164 Clinton Place (Block 436, Lot 7, 8, and 9)**

   1. Clinton Terrace includes twenty-four (24) affordable for-sale family units, with twelve (12) 2-bedroom units and twelve (12) 3-bedroom units. Twenty-two (22) units are included in the Prior Round satisfaction. The units were built by the Housing Development Corporation of Bergen County via HUD Community Development funding, and administered by the Bergen County Housing Authority, which was recorded by Master Deed on December 6, 1995, included under Appendix P.1 to this Plan. The HDC provides the resale amounts to sellers and the sales are subject to the terms of the Master Deed. As noted in the Deeds, the units are based upon HUD Standards, and therefore, the units are not able to be categorized according to the standard UHAC income distribution categories.

   2. The Master Deed indicates affordability controls on the units in Paragraph 11.1, “Resale Price Restrictions,” on page 31 as follows:

   “Unit Owner(s) shall reside in their condominium unit for a period of two (2) years from the date of purchase by said Unit Owner; provided, however, that the Unit Owner may sell said unit and move therefrom within the said period where a change of circumstances with respect to health, employment, finance or marital status or other reason approved by Sponsor reasonably necessitates moving from subject premises. When such change of circumstances occurs, the Unit Owner shall notify the Sponsor, in writing, and shall request prior written approval from the Housing Development Corporation of Bergen County, which approval shall not be unreasonably withheld. Said approval, if granted, may be conditioned upon the limitation of the re-sale price to a sum which may be less than otherwise allowable pursuant to this Paragraph 11.1, but in no event less than the Unit owner’s base price. With respect to any sale or re-sale of a unit (whether by the original unit owner or subsequent purchaser), the Housing Development Corporation of Bergen County shall have an exclusive first option to purchase the subject property at a purchase price which shall be computed as follows:

   \[
   \text{Purchase Price} = \text{Base Price} + \frac{(\text{Current CPI} - \text{Base CPI}) \times \text{Base Price}}{\text{Base CPI}}
   \]

   \[
   \text{Base CPI}
   \]
...In the event that the Sponsor shall fail to exercise said option, the unit owner may sell his unit for a purchase price not to exceed the purchase price computed as set forth above and subject to the exclusions and/or reductions set forth in this Paragraph to a family which meets the eligibility criteria promulgated by Sponsor or the Housing Authority of Bergen County under its Affordable Housing Program, or such other replacement program as may then be administered by Sponsor or Housing Authority of Bergen County.”

3. Paragraph 26 on page 47 of the Master Deed provides the duration of the Master Deed and its controls, noting that “The covenants and restrictions set forth in this Master Deed, including the provisions of Paragraph 11. 1, shall run with and bind all of the land included in the condominium and shall inure to the benefit of and be enforceable by the Association, and the owners of any land subject to this Master Deed, their respective successors, assigns, heirs, executors, administrators and personal representatives, for a period of forty (40) years from the date this Master Deed is recorded in the Office of the Bergen County Clerk, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless the Housing Development Corporation of Bergen County and at least two-thirds (2/3) of all association members at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, in which they shall agree to change said covenants and restrictions in whole or in part.”


<table>
<thead>
<tr>
<th>Unit #</th>
<th>Affordability Notes in Deed</th>
<th>Original Deed Recording Date</th>
<th>Original Sale Price</th>
<th># of Bedrooms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit 1A</td>
<td>Affordable According to HUD Standards</td>
<td>Deed Book 7918, Page 860 – October 9, 1996</td>
<td>$79,900</td>
<td>3</td>
</tr>
<tr>
<td>Unit 1B</td>
<td>Affordable According to HUD Standards</td>
<td>Deed Book 7880, Page 865 – May 29, 1996</td>
<td>$54,000</td>
<td>2</td>
</tr>
<tr>
<td>Unit 1C</td>
<td>Affordable According to HUD Standards</td>
<td>Deed Book 7858, Page 993 – February 28, 1996</td>
<td>$66,900</td>
<td>2</td>
</tr>
<tr>
<td>Unit 1D</td>
<td>Affordable According to HUD Standards</td>
<td>Deed Book 8047, Page 394 – February 20, 1998</td>
<td>$79,900</td>
<td>3</td>
</tr>
<tr>
<td>Unit 1E</td>
<td>Affordable According to HUD Standards</td>
<td>Deed Book 7964, Page 891 – March 25, 1996</td>
<td>$79,900</td>
<td>3</td>
</tr>
<tr>
<td>Unit</td>
<td>Affordable According to HUD Standards</td>
<td>Deed Book</td>
<td>Page</td>
<td>Date</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------------------------</td>
<td>-----------</td>
<td>------</td>
<td>------------</td>
</tr>
<tr>
<td>1F</td>
<td>Deed Book 7906, Page 751, August 29, 1996</td>
<td>$66,900</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>1G</td>
<td>Deed Book 7871, Page 19 – March 12, 1996</td>
<td>$66,900</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>1H</td>
<td>Deed Book 7875, Page 17 – May 7, 1996</td>
<td>$79,900</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>2A</td>
<td>Deed Book 7862, Page 716 – March 18, 1996</td>
<td>$79,900</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>2C</td>
<td>Deed Book 7866, Page 723 – March 29, 1996</td>
<td>$66,900</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>2D</td>
<td>Deed Book 7984, Page 842 – July 2, 1997</td>
<td>$63,000</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>2E</td>
<td>Deed Book 7884, Page 569– June 11, 1996</td>
<td>$63,000</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>2F</td>
<td>Deed Book 7883, Page 982 – June 5, 1996</td>
<td>$54,000</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>2G</td>
<td>Deed Book 7978, Page 608 – June 10, 1997</td>
<td>$66,900</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>2H</td>
<td>Deed Book 8049, Page 392 – March 4, 1998</td>
<td>$79,900</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>3A</td>
<td>Deed Book 7898, Page 307 – July 29, 1996</td>
<td>$79,900</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>3B</td>
<td>Deed Book 7878, Page 634 – May 21, 1996</td>
<td>$66,900</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3C</td>
<td>Deed Book 7894, Page 674 – July 16, 1996</td>
<td>$66,900</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3D</td>
<td>Deed Book 7951, Page 871 – January 10, 1997</td>
<td>$63,000</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>
### Table 3

<table>
<thead>
<tr>
<th>Unit 3E</th>
<th>Affordable According to HUD Standards</th>
<th>Deed Book 7875, Page 48 – March 26, 1996</th>
<th>$79,900</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit 3F</td>
<td>Affordable According to HUD Standards</td>
<td>Deed Book 7920, Page 124 – October 17, 1996</td>
<td>$66,900</td>
<td>2</td>
</tr>
<tr>
<td>Unit 3G</td>
<td>Affordable According to HUD Standards</td>
<td>Deed Book 7924, Page 100 – October 31, 1996</td>
<td>$66,900</td>
<td>2</td>
</tr>
<tr>
<td>Unit 3H</td>
<td>Affordable According to HUD Standards</td>
<td>Deed Book 8048, Page 668 – February 27, 1998</td>
<td>$79,900</td>
<td>3</td>
</tr>
</tbody>
</table>

ii. 2 affordable family for-sale units from Franklin Gardens condos at 23 Franklin Street (Block 32, Lot 16)

1. Franklin Gardens includes two (2) three-bedroom affordable for-sale family units, known as 23A and 23B Franklin Street. The units were built in a two-family structure by the Housing Development Corporation of Bergen County via HUD Community Development funding, and administered by the Bergen County Housing Authority, which was recorded by Master Deed dated August 18, 1982, included under Appendix P.2 to this Plan. Based upon the construction date of these units, they are considered Prior Cycle credits.

2. The Master Deed indicates affordability controls on the condominium units in Paragraph “g” on page 23 as follows:

   “Unit Owner(s) shall reside in their condominium unit for a period of 3 years from the original date of purchase; provided, however, that the owner may sell said property and move therefrom within the said period where a change of circumstances with respect to health, employment, finance or marital status reasonably necessitates moving from subject premises. When such change of circumstances occurs, owner shall notify, in writing, the other association members and holder of the first mortgage and shall receive prior written approval from the Housing Development Corporation of Bergen County, which approval shall not be unreasonably withheld. In this event, and in any future sale beyond the 3 year period, the Housing Development Corporation of Bergen County, shall have an exclusive first option to purchase the subject property at a purchase price which shall be computed as follows:

   \[
   \text{Purchase Price} = \text{Base Price} + \left( \frac{(\text{Current CPI} - \text{Base CPI}) \times \text{Base Price}}{\text{Base CPI}} \right)
   \]
3. Paragraph 26 on page 41 of the Master Deed provides the duration of the Master Deed and its controls, noting that “The covenants and restrictions set forth in Section 11 of the Master Deed shall run with and bind all of the land included in the Condominium and shall insure to the benefit of and be enforceable by the Franklin Gardens Condominium Association and the owners of any land subject to this Master Deed, their respective successors, assigns, heirs, executors, administrators and personal representatives, for a period of forty years from the date this Master Deed is recorded in the Office of the Bergen County Clerk, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless all association members at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, in which they shall agree to change said covenants and restrictions in whole or in part”.


a. **Unit 23A** - Deed recordings for the property provide that Unit 23A was purchased from the Housing Development Corporation of Bergen County in September 1982 and recorded by Deed Book 6711, Page 49.

b. **Unit 23B** - Deed recordings for the property provide that Unit 23B was originally purchased in September 1983 by Deed Book 6778, Page 601.

iii. **4 affordable family for-sale units from Pulaski Place condos at 2-8 Pulaski Place (Block 13, Lot 1)**

1. Pulaski Place provides four (4) affordable for-sale family units. The units were built as two (2) two-family units by the Housing Development Corporation of Bergen County via HUD Community Development funding and administered by the Bergen County Housing Authority, which was recorded by Master Deed on August 18, 1982, included under Appendix P.2 to this Plan. Based upon the construction date of these units, they are considered Prior Cycle credits. Deeds from the original sale provide the original date of occupancy and have been included in Appendix P.2.

2. The Master Deed indicates affordability controls on the condominium units in Paragraph “g” on page 23 as follows:

   “Unit Owner(s) shall reside in their condominium unit for a period of 3 years from the original date of purchase; provided, however, that the
owner may sell said property and move therefrom within the said period where a change of circumstances with respect to health, employment, finance or marital status reasonably necessitates moving from subject premises. When such change of circumstances occurs, owner shall notify, in writing, the other association members and holder of the first mortgage and shall receive prior written approval from the Housing Development Corporation of Bergen County, which approval shall not be unreasonably withheld. In this event, and in any future sale beyond the 3 year period, the Housing Development Corporation of Bergen County, shall have an exclusive first option to purchase the subject property at a purchase price which shall be computed as follows:

\[
\text{Purchase Price} = \text{Base Price} + \frac{(\text{Current CPI} - \text{Base CPI}) \times \text{Base Price}}{\text{Base CPI}}
\]

... In the event the Sponsor, Housing Development Corporation of Bergen County, declines to exercise said option, the Unit Owner may sell his unit at a purchase price computed as set forth above to a family which meets the eligibility criteria promulgated by the Housing Authority of Bergen County.”

3. Paragraph 26 on page 42 of the Master Deed provides the duration of the Master Deed and its controls, noting that “The covenants and restrictions set forth in Section 11 of the Master Deed shall run with and bind all of the land included in the Condominium and shall insure to the benefit of and be enforceable by the Pulaski Place Condominium Association and the owners of any land subject to this Master Deed, their respective successors, assigns, heirs, executors, administrators and personal representatives, for a period of forty years from the date this Master Deed is recorded in the Office of the Bergen County Clerk, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless all association members at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, in which they shall agree to change said covenants and restrictions in whole or in part”.


a. **Unit 2A** - Deed recordings for the property provide that Unit 2A was purchased from the Housing Development Corporation of Bergen County in August 1982 and recorded by Deed Book 6710, Page 427.

b. **Unit 2B** - Deed recordings for the property provide that Unit 2B was originally purchased in August 1982 for $42,000, recorded by Deed Book 6710, Page 417.

c. **Unit 8A** - Deed recordings for the property provide that Unit 8A was originally purchased in August 1982 for $42,000, recorded by Deed Book 6711, Page 813.
d. **Unit 8B** - Deed recordings for the property provide that Unit 8B was originally purchased in August 1982 for $42,000, recorded by Deed Book 6710, Page 422.

iv. **50 age-restricted affordable rental units from Patrick DiZenzo court at 175 West Railroad Ave (Block 231, Lot 21)**

1. The Patrick DiZenzo Court site includes an existing sixty (60) age-restricted affordable rental units, with a total of forty-eight (48) 1-bedroom units and twelve (12) studio units. Due to the maximum 25% cap on age-restricted units on the Prior Round obligation, the City has included fifty (50) of the units in its Plan. The affordability controls in place are established by HUD and the income limits are set annually. The limits for the project are categorized by HHA as low, very low, and extremely low.

2. The units are owned and managed by the Hackensack Housing Authority, which previously had a residency preference in place on the units. However, the residency preference has been removed via an Executed Agreement dated August 17, 2021 and passed by Resolution 337-21, which is attached as Appendix J to this Plan. A Certificate of Occupancy was received from the HHA dated 1982. The HHA executes a Rental Assistance Demonstration (RAD) Use agreement with the US Department of Housing and Urban Development (HUD), and the units are RAD Project Based Voucher (PBV). RAD was created in order to give public housing authorities (PHAs) a powerful tool to preserve and improve public housing properties. RAD allows public housing agencies to leverage public and private debt and equity in order to reinvest in the public housing stock. The Use Agreement is recorded under RAD to enforce HUD’s long-term interest, and ensures that the units remain permanently affordable to low-income households. The agreement includes the following income restriction: “Additionally, rents must not exceed 30% of 80% of median income for an appropriate sized unit”. The contract rents under the RAD program is $709 for studio units and $765 for 1-bedroom units.

3. Pursuant to the Agreement between the HHA and the City, the City will prepare the affirmative marketing plan for HHA, who will then act as Administrative Agent (AA) for these units, or will contract with a qualified AA that may or may not be the City’s AA.

b. **33 existing special needs and supportive housing units** from the following constructed and occupied units. All supporting crediting documentation is included under Appendix P.3 to this Plan

i. **6 affordable special needs units from NJ ARC Bergen-Passaic Unit at 279 Lookout Ave (Block 442, Lot 56 and 59)**
1. The NJ ARC Bergen-Passaic site includes a six (6) bedroom group home located at 279 Lookout Avenue. The group home was established in 1980 and provides services to very-low income adults with developmental disabilities. An updated DCA Supportive & Special Needs Survey confirms six bedrooms exist. The updated license provided by Bergen-Passaic ARC expires July 22, 2022.

ii. 5 group home units from Community Action for Independent Living at 155 Poor Street (Block 117, Lot 23)

1. The Community Action for Independent Living (or Community Options) site includes a five (5) bedroom group home, located at 155 Poor Street. This group home was built in 1996 and serves very low-income adults with development disabilities. An updated DCA Supportive & Special Needs Survey dated April 13, 2021 has been provided. An updated license was provided with an expiration date of 12/31/2021. An updated license has been requested. Community Options states there is no deed restriction however, it has been income based since 1996.

iii. 7 affordable special needs units from Comprehensive Behavioral Healthcare at 298 Jackson Street (Block 32, Lot 8)

1. The Comprehensive Behavioral Healthcare site includes a seven (7) one-bedroom group home located at 298 Jackson Street. The group home was established in 1988 and serves DMHS referrals based upon diagnosis. An updated DCA Supportive & Special Needs Survey has been provided.

iv. 2 supportive housing units from Advance Housing at 75 Union Street (Block 219, Block 25)

1. The Advance Housing site at 75 Union Street includes two (2) supportive shared housing units. These units were established in 2000 and serve very low-income mental health consumers. An updated DCA Supportive & Special Needs Survey dated April 8, 2021 has been provided. No license was provided since they are not required for 2 or less units.

v. 6 supportive housing units from Advance Housing at 25 Kansas Street (Block 69, lot 19.01)

1. The Advance Housing site at 25 Kansas Street includes six (6) supportive shared housing units. These units were established in 2004 and serve very low-income residents with mental health needs. An updated DCA Supportive & Special Needs Survey dated April 8, 2021 has been provided. Advance Housing provided an updated license with expiration date of 7/19/2022.
vi. 1 supportive housing unit from Advance Housing at 461 Heath Place (Block 351, Lot 113)

1. The Advance Housing site at 461 Heath Place includes one (1) supportive shared housing unit. This unit was established in 2004 and serves very low-income residents with mental health needs. An updated DCA Supportive & Special Needs Survey dated April 8, 2021 has been provided. No license was provided since they are not required for 2 or less units.

vii. 2 group home units from Advance Housing at 279 Clark Street (Block 106, Lot 13)

1. The Advance Housing at 279 Clark Street includes (2) supportive shared housing units. These units were established in 1999 and serve very low-income residents with mental health needs. An updated DCA Supportive & Special Needs Survey dated April 8, 2021 has been provided. No license was provided since they are not required for 2 or less units.

viii. 2 group home units from Advance Housing at 10 Orchard Street (Block 537, Lot 1)

1. The Advance Housing site at 10 Orchard Street (incorrectly identified as Orchid in the Settlement Agreement) provides two (2) supportive shared housing units. These units were established in 1999 and serve very low-income residents with mental health needs. An updated DCA Supportive & Special Needs Survey dated April 8, 2021 has been provided. No license was provided since they are not required for 2 or less units.

ix. 2 group home units from Advance Housing at 451 Heath Place (Block 351, Lot 113)

1. The Advance Housing site at 451 Heath Place provides two (2) supportive shared housing units. These units were established in 1999 and serve very low-income residents with mental health needs. An updated DCA Supportive & Special Needs Survey dated April 8, 2021 has been provided. No license was provided since they are not required for 2 or less units.

d. 60 proposed affordable family-rental units from the Redevelopment of the “Parking Lot T” property.

i. Lot T Inclusionary Redevelopment Project: The City has adopted a Redevelopment Plan for the “Parking Lot T” property. The Plan was introduced on April 20, 2021 and adopted by Ordinance No. 21-2021 at the May 20, 2021 City Council meeting, which is included as Appendix M.1 to this Plan. The Plan permits up to 268 units, and requires that a “minimum of 60 affordable housing units shall be constructed on site as part of the project.” More specifically, Section 4.E. on page 7 stipulates that “The developer shall construct
a minimum of sixty (60), or 20% of the total units as UHAC qualified affordable housing units within the development to assist the City in meeting its affordable housing obligations.” An amendment to the Redevelopment Plan will be introduced before the end of February 2022, which contains additional affordable housing requirements, including but not limited to, very-low-income unit requirements, phasing, income/bedroom distribution requirements, integration, access to amenities, and deed restriction requirements. The updated affordable housing language included in the amended Redevelopment Plan is included as Appendix M.2.

The City and the Redeveloper, Capodagli Property, will be working together on a Redevelopment Agreement for the project. The affordable units will be subject to the requirements of the City’s Affordable Housing Ordinance, the terms of the FSHC Settlement Agreement, as amended, and the Uniform Housing Affordability Controls (UHAC).

D. THIRD ROUND REGIONAL NEED

The City does not have a Third Round Regional need as discussed above because the City meets the qualifications of an Urban Aid Municipality. This designation means the City is exempt from any allocation of regional Prospective Need, which in this case is the Gap Period of 1999-2015 and 2015-2025. The following criteria are used to determine an Urban Aid Municipality:

1. It has substandard housing in need of rehabilitation greater than its region’s average;

2. It has a population density greater than 10,000 persons per square mile of land area (15.6 persons per acre), or;

3. It has a population density of 6,000 to 10,000 persons per square mile (9.4 persons/acre to 15.6 persons/acre) and less than 5% vacant, non-farm parcels, as measured by the average of:

   a) The number of vacant land parcels as a percentage of the total number of parcels in the municipality; and

   b) Vacant land valuation (ratables) as a percentage of total valuations by municipality.

E. CONSIDERATION OF SITES FOR INCLUSIONARY DEVELOPMENT

The City is seeking 60 credits and 51 rental bonuses from an inclusionary, family rental project to be included as a mechanism to fulfill the remaining portion of the Prior Round obligation. The following analyzes the Criteria for Compliance Through a Municipally Sponsored Project as required by the Second Round COAH regulations, as well as a site suitability analysis demonstrates that the sites are available approvable, developable, and suitable.
1. **Parking Lot T (Block 305, Lot 2)**

![Aerial Map of Parking Lot T](image)

**Figure A – Aerial Map of Parking Lot T**

### a. Site Description and Project History

i. Parking Lot T is located at Block 305, Lot 2 on the Hackensack Tax Map. The lot is irregularly shaped with an area of 1.77 AC. The lot has frontage on Union Street, State Street and Trinity Place. The lot is entirely paved and is currently used as a City parking lot. There is approximately 390 feet of frontage on Trinity Place, and 234 feet of frontage on State Street and Union Street. The frontage along Trinity Place includes that of Block 305, Lot 4, which is presently developed as a building utilized as an Islamic Center.

ii. The City has adopted a Redevelopment Plan for the “Parking Lot T” property. The Plan was introduced on April 20, 2021 and adopted by Ordinance No. 21-2021 at the May 20, 2021 City Council meeting, which is included as Appendix M.1 to this Plan. The Plan permits up to 268 units, and requires that a “minimum of 60 affordable housing units shall be constructed on site as part of the project”. More specifically, Section 4.E. on page 7 stipulates that “The developer shall construct a minimum of sixty (60), or 20% of the total units as UHAC qualified affordable housing units within the development to assist the City in meeting its affordable housing obligations.” An amendment to the Redevelopment Plan will be introduced before the end of February 2022, which contains additional affordable housing requirements, including, but not limited to, very-low-income unit requirements, phasing, income/bedroom distribution requirements, integration, access to amenities, and deed restriction requirements. The updated affordable housing language included in the amended Redevelopment Plan is included as Appendix M.2.
iii. The City and the Redeveloper, Capodaglia Property, will be working together on a Redevelopment Agreement for the project. The affordable units will be subject to the requirements of the City’s Affordable Housing Ordinance, the terms of the FSHC Settlement Agreement, as amended, and the Uniform Housing Affordability Controls (UHAC).

iv. Site Control. The City owns Block 305, Lot 2.

v. An Administrative Mechanism. The amended Redevelopment Plan requires that the redeveloper hire an experienced administrative agent to affirmatively market and fill the units, as well as properly income qualify the tenants. The City will also enter into a Redevelopment Agreement which stipulates the redeveloper of the project to establish an administrative mechanism to ensure that all applicants for the project are properly income qualified in compliance with the Uniform Housing Affordability Controls Rules, N.J.A.C. 5:80-26.1 et seq.

b. Site Suitability

The site for the municipally sponsored project is available, approvable, developable, and suitable. The proposed 268-unit inclusionary project complies with N.J.A.C. 5:93-5.6 that requires all new construction sites to be available, approvable, developable and suitable. This consistency is demonstrated as follows:

i. There are no known encumbrances that would prohibit or otherwise effect the development of the property in general. The City is currently working on providing a title report and survey for Parking Lot T.

ii. The site has access to appropriate streets and is adjacent to compatible land uses. The site is located within a half mile of the Hackensack Bus station and is in close proximity to the Downtown Rehabilitation Area. The property is in the B-2 Zone and is surrounded by commercial and retail uses. The lot abuts a railroad parcel along the rear lot line.

iii. The subject site has been designated “An Area in Need of Redevelopment” and a redevelopment plan was adopted by the City Council on May 20, 2021. The reference documents are included as Appendix M.1 of this Plan.

iv. The site has access to water infrastructure and is located in a sewer service area.

v. It is anticipated the site can be developed consistent with the Residential Site Improvement Standards and the appropriate number of parking spaces in accordance with City standards.

vi. The site location is consistent with the adopted State Development and Redevelopment Plan. It is located in Planning Area 1, where development is encouraged.
vii. Per NJDEP mapping, there are no freshwater wetlands located on any portion of the site.

viii. Per FEMA floodplain mapping, there is no floodplain on the site.

ix. There are no steep slopes on the site.

x. Per NJDEP mapping, the site is not covered by critical habitat.

xi. Per NJDEP mapping, the site is not located within 300 feet of a currently designated Category One waterbody.

xii. Per NJDEP, the site is not a Known Contaminated Site.

2. Other Sites and Projects Offered for Consideration

The City is also considering additional development from one or more of the following three (3) 100% affordable projects, as outlined below. During the preparation of this HEFSP, there have been a number of proposals for inclusionary residential development, which have been considered as required by the FHA, and included in this plan. The following provides a brief description and site suitability analysis of each additional site being considered by the City.

a. 251 West Railroad Avenue Family Apartments
   Block 356, Lot 1

![Figure B – Aerial of West Railroad Avenue](image)
This project is proposed to contain a maximum of 25 affordable family rental units on this City-owned parcel. Should the City choose to pursue this project, it will amend its MOU with Greater Bergen Community Action and may support an application for funding, beginning in 2022. If the project does not receive funding by 2024, the City will remove its support from the project.

1. **Criteria for Compliance Through a Municipally Sponsored Project**
   
i. 251 West Railroad Ave is located at Block 356, Lot 1 on the Hackensack Tax Map. The lot is a rectangular shape is approximately +/- 26,000 SF (0.5969 AC) with frontage on Railroad Place, Railroad Avenue, Clay Street and Central Avenue. There is approximately 520 feet of frontage on Railroad Place and West Railroad Avenue, and 50 feet of frontage on Central Avenue and Clay Street. The property is in the R-2 Single and Two-Family Residential Zone. The property is currently developed with a Municipal Parking Lot and swing-set located along Clay Street. Greater Bergen Community Action is evaluating the possibility of developing a 24-unit 100% affordable project.

   ii. Site Control. The City owns Block 356, Lot 1.

   iii. An Administrative Mechanism. If the project moves forward, the City will enter into a developers agreement which stipulates the redeveloper of the project to establish an administrative mechanism to ensure that all applicants for the project are properly income qualified in compliance with the Uniform Housing Affordability Controls Rules, N.J.A.C. 5:80-26.1 et seq.

   iv. Proforma. A proforma will be provided if the project moves forward.

   v. Resolution to Bond. The City adopted a resolution of intent to bond on January 26, 2021, which is attached as Appendix I to this Plan.

   vi. Construction Schedule. No Construction schedule is currently available.

2. **Site Suitability**

   The site for the municipally sponsored project is available, approvable, developable, and suitable. The proposed project complies with N.J.A.C. 5:93-5.5 that requires all new construction sites to be available, approvable, developable and suitable. This consistency is demonstrated as follows:

   i. There is 20-foot-wide utility easement owned by PSE&G which traverses the property between Railroad Place and Railroad Avenue approximately +/- 35 feet north of Central Avenue. It is anticipated that this project can be developed while maintaining this easement. There are no known encumbrances that would prohibit or otherwise effect the development of the property in general.
ii. The site has access to appropriate streets and is adjacent to compatible land uses. In terms of setting, the property is located along Railroad place which is comprised mostly of residential uses. Central Avenue provides access to two bus stops and there is a multi-family apartment building across from the site at the corner of Central and Railroad Place. West Railroad Avenue is an Urban Major Collector roadway.

iii. The site has access to water infrastructure and is located in a sewer service area.

iv. It is anticipated the site can be developed with the appropriate number of parking spaces, but close proximity to mass transit will allow for some flexibility with the number of spaces provided.

v. The site location is consistent with the adopted State Development and Redevelopment Plan. It is located in Planning Area 1 where development is encouraged.

vi. Per NJDEP mapping, there are no freshwater wetlands located on any portion of the site.

vii. Per FEMA floodplain mapping, there is no floodplain on the site.

viii. There are slopes in excess of 15 percent on a +/− 3,996.89 SF portion of the site fronting on West Railroad Avenue, resulting a net developable area of +/− 22,004.07 SF.

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Figure C – Steep Slopes map for 251 West Railroad Avenue
ix. Per NJDEP mapping, the site is not covered by critical habitat.

x. Per NJDEP mapping, the site is not located within 300 feet of a currently designated Category One waterbody.

xi. Per NJDEP, the site is not a Known Contaminated Site.

b. Housing Authority of Bergen County (HABC)

147-155 Hudson Street, 18 Lodi Street (Block 58, Lots 1.02, 2-5, 36 and 39)

![Figure D – HABC Proposed Site Area](image)

HABC is proposing a mixed-use, 100% affordable project along Hudson Street, which, as of the date of this plan, continues to be in its due diligence period. Due to significant delays from the pandemic, this project is not ready to submit a tax credit application at this time. Should the City choose to support this project, it will enter into a Memorandum of Understanding with HABC and support the project’s application for 9% LIHTC tax credits for at least two funding cycles.

1. Criteria for Compliance Through a Municipally Sponsored Project

i. The site is comprised of three (3) parcels on the City of Hackensack Tax Map known as Block 58, Lot 2, 36 and 39. Lot 2 has about 30 feet of frontage on Lodi Street, Lot 39 has +/- 76.22 feet of frontage on Jackson Avenue and lot 36 has +/- 53.05 feet of frontage on Hudson Street according to City Tax data. The property is in the B-3 General Business Zone. The property is located close to the R-2 One- and Two-Family Zone east of the site. Hudson Street is comprised of business and retail uses. The size and scope of the project has not been determined yet.
ii. Site Control, Administrative Mechanism, Proforma and Construction Schedule. The project has been delayed due to the ongoing Covid-19 pandemic. The City remains supportive of the efforts to develop this project but does not have specific information regarding site control, proforma, or construction schedule.

iii. Resolution to Bond. The City adopted a resolution of intent to bond on January 26, 2021 which is attached as Appendix I to this Plan.

2. Site Suitability

The site for the municipally sponsored project is available, approvable, developable, and suitable. The proposed project complies with N.J.A.C. 5:93-5.5 that requires all new construction sites to be available, approvable, developable and suitable. This consistency is demonstrated as follows:

i. There are no known encumbrances that would prohibit or otherwise effect the development of the property in general. If the development moves forward a title report will be requested for review by the City.

ii. The site has access to appropriate streets and is adjacent to compatible land uses. In terms of setting, the property is located along Hudson and Lodi Street which are comprised mostly of residential uses. Hudson Street provides access to two bus stops and commercial uses. Lodi Street is an Urban Major Collector roadway.

iii. The subject site is in the B-3 zone and the R-2 Zone.

iv. The site has access to water infrastructure and is located in a sewer service area.

v. It is anticipated the site can be developed with the appropriate number of parking spaces, but close proximity to mass transit will allow for some flexibility with the number of spaces provided.

vi. The site location is consistent with the adopted State Development and Redevelopment Plan. It is located in Planning Area 1 where development is encouraged.

vii. Per NJDEP mapping, there are no freshwater wetlands located on any portion of the site.

viii. Per FEMA floodplain mapping, the site is in the 1% Annual Chance of Flood Hazard zone.

ix. There are no steep slopes in excess of 15% on the site.
x. Per NJDEP mapping, the site is not covered by critical habitat.

xi. Per NJDEP mapping, the site is not located within 300 feet of a currently designated Category One waterbody.

xii. Per NJDEP, the site is not a Known Contaminated Site.

c. Hackensack Housing Authority (HHA)

The City and the HHA have entered into an agreement where the City will assist the HHA in determining if any City-owned land can be developed into a 100% affordable housing project of up to 60 units. The City will explore opportunities with the HHA for the development of a municipally-sponsored project of up to 60 units that is creditworthy in accordance with COAH and UHAC regulations and income guidelines on City-owned land. Should the City and the HHA agree upon a proposed project, the City will enter into a Memorandum of Understanding with the HHA in support of the project. Once an MOU is signed, the City will support the project’s application for 9% Low Income Housing Tax Credits (LIHTC). While a site has not yet been chosen, the City will continue to monitor the possibility of a project.

F. INCLUSIONARY OVERLAY ZONING

The City will continue its commitment to providing affordable housing through the implementation of the IO-1 Inclusionary Overlay Zone, which is broken into the IO-1A, IO-1B, and IO-1C sub-zone areas based on geographic location. The overlay ordinance was deemed consistent with the City’s Master Plan by the Planning Board on January 13, 2021 and was adopted by the City Council January 26, 2021, as Ordinance 02-2021 (See Appendix D.1). The IO-1 Inclusionary Overlay Zone, under Article IX, Section 175-9.1 of the Hacksensack Zoning Code, provides that “the IO-1A, 1B, and 1C sub-zone districts shall both permit mixed commercial/residential development (except that mixed commercial/residential is prohibited east of Railroad Avenue in the IO-1C sub-zone) or sole-use multi-family residential development meeting the use, bulk, and design standards contained hereinafter provided that at least 10% of all residential units created pursuant to the overlay zone standards shall be set aside for low- and moderate-income households as provided for elsewhere in this ordinance”. The overlay zone provides an alternative to the underlying zone districts’ regulatory provisions, which are and shall remain in force.

Additionally, Section 175-7.5, “Affordable Housing Requirements Applicability for all Zoning Districts & Redevelopment Areas,” was amended to include the following mandatory set-aside language: “development on a property located within the boundaries of the Inclusionary Overlay Zoning District (IO-1, or its sub-zones IO-1A, 1B, or 1C) shall be subject to a 10% affordable housing set-aside requirement consistent with the requirements of that overlay zone (see §175-9.1), regardless of whether the development is intended to comply with the standards of the Overlay Zoning District or the underlying districts” (see Appendix D.2). This Amendment was introduced to the City Council and is scheduled for consistency review with the Planning Board and final adoption by the City Council in early 2022.
G. REDEVELOPMENT SITES GENERATING AFFORDABLE HOUSING

The City has adopted a Redevelopment Plan for the “Parking Lot T” property. The Plan was introduced on April 20, 2021 and adopted by Ordinance No. 21-2021 at the May 20, 2021 City Council meeting, which is included as Appendix M.1 to this Plan. On September 14, 2021, the City passed Resolution No. 383-21, authorizing the Planning Board to undertake a preliminary investigation on the adjacent property – Block 305, Lot 4 (78 Trinity Place) – to determine if it satisfies the criteria for redevelopment. The Plan permits up to 268 units and requires that a “minimum of 60 affordable housing units shall be constructed on site as part of the project.” More specifically, Section 4.E. on page 7 stipulates that “[t]he developer shall construct a minimum of sixty (60), or 20% of the total units as UHAC qualified affordable housing units within the development to assist the City in meeting its affordable housing obligations.” An amendment to the Redevelopment Plan will be introduced before the end of February 2022, which contains affordable housing requirements, including very-low-income unit requirements, phasing, income/bedroom distribution requirements, integration, access to amenities, and deed restriction requirements. The updated affordable housing language included in the amended Redevelopment Plan is included as Appendix M.2.

The City and the Redeveloper, Capodaglia Property, will be working together on a Redevelopment Agreement for the project. The affordable units will be subject to the requirements of the City’s Affordable Housing Ordinance, the terms of the FSHC Settlement Agreement, as amended, and the Uniform Housing Affordability Controls (UHAC).

In accordance with its Settlement Agreement with FSHC, as amended, if the City is unable to move forward for any reason with any of the proposed mechanisms set forth above to satisfy its Prior Round obligation, the City shall adopt a Redevelopment Plan for an appropriate portion of the area known as the IO-1 Zone, or for another site outside of the IO-1 zone that will allow densities of 35-50 units/acre and a ten (10) percent affordable housing set aside.

The City shall select a redeveloper within two years of the October 22, 2020 Fairness Hearing and demonstrate site control or a plan for securing Site Control as well as a plan for filling the vacancy in the City’s Fair Share Plan. There must be a total of at least 60 affordable family rental units in the designated area.

H. AFFORDABLE HOUSING ORDINANCE AND AFFIRMATIVE MARKETING PLAN

The City has prepared a new Affordable Housing Ordinance and Affirmative Marketing Plan that is applicable to all new and existing affordable housing created within Hackensack. The Affordable Housing Ordinance was adopted on December 22, 2020 prior to the Compliance Hearing with the Court as Ordinance No. 51-2020, which was subsequently amended by Ordinance No. 27-2021, adopted on June 15, 2021 to reflect recommendations by the Special Master. (See Appendices E.1 and E.2). The Affirmative Marketing Plan was adopted by City Council Resolution No. 37-21 on January 26, 2021, and is included as Appendix F to this Plan.

On January 26, 2022, the City advertised a Request for Proposals and Qualifications in order to select a qualified affordable housing administrator to act as the Administrative Agent to manage the affordability controls and the affirmative marketing plan. All responses to the Request for Proposals and Qualifications are due February 24, 2022 at 11:00 a.m. Resolution 490-21
authorizing the issuance of Requests for Proposals and Qualifications passed December 7, 2021 – which is attached as Appendix L.2

The City has selected a Municipal Housing Liaison to be responsible for oversight and/or administration of affordable units created within the City, which was passed by Resolution 49-21, and is included as Appendix K to this Plan.

I. DEVELOPMENT FEE ORDINANCE AND SPENDING PLAN

The City has prepared an amended Development Fee Ordinance, which was adopted on December 22, 2020 prior to the Compliance Hearing with the Court as Ordinance No. 52-2020 (See Appendix G.1). The Court approved the City’s amended Development Fee Ordinance by Consent Order dated December 13, 2021, which is included in the Appendix as G.2.

The City has prepared a Spending Plan (See Appendix C). The Spending Plan outlines the anticipated collection and distribution of mandatory development fees and in lieu contributions and the City’s proposals for spending the money that comes into the Affordable housing Trust Fund. The City understands that no funds may be expended without the Court’s approval of the Spending Plan. The plan includes an earmarking of funds set-aside as a means to account for a portion of the 152-unit obligation, which is to be rehabilitated through the Bergen County Home Improvement program, in the case municipal financial assistance is required or requested by the County. The City is not establishing its own Rehabilitation Program and will rely on the County HIP for the remainder of its rehabilitation obligation. The City has also earmarked funds toward a 100% affordable housing project. Finally, the City will expend funds for affordability assistance and administration.

The City’s Affordability Assistance Manual has been prepared and adopted, and is attached as Appendix H. City. The manual details four (4) programs: 1. Down Payment and/or Closing Cost Assistance, 2. Emergency Repairs. 3. First Month’s Rent, and 4. Creation of Additional Very-Low-Income Units. All applicants selected for affordability assistance must be income certified and currently residing in an affordable unit in Hackensack as their primary residence. These programs have also been accounted for in the City’s draft Spending Plan. However, as the Spending Plan has been revised since the Manual was prepared, the amounts in Exhibit 1 of the Manual will need to be revised to reflect the breakdown as provided in the Spending Plan.

The down payment assistance/closing cost assistance program will have a mortgage and note in favor of the City with the following terms – “the loan principal is forgiven at 10% per year for a period of 10 years and is secured by a second mortgage and note”. The remaining programs are grants, therefore no repayment is necessary. The Emergency Repairs program will assist owners of low-and-moderate income units to make emergency related repairs of at least $1,000. The procedure and forms are located in the manual under Appendix H of this report.

J. CONCLUSION

It is understood that any documents not completed by the time of the adoption of this document or the scheduled Compliance Hearing will be subject to Court Master review and may be a condition of any Judgment of Repose.

In summary, the following map provides a visual depiction of all affordable mechanisms that are existing or proposed within the City of Hackensack.
Figure E. Map of All Affordability Mechanisms in the City of Hackensack
IV. APPENDICES
APPENDIX A.1.
SETTLEMENT AGREEMENT BETWEEN FAIR SHARE HOUSING CENTER AND THE CITY OF HACKENSACK, DATED AUGUST 14, 2020
AGREEMENT TO RESOLVE ISSUES BETWEEN THE CITY OF HACKENSACK AND FAIR SHARE HOUSING CENTER CONCERNING THE CITY'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE CITY SHALL SATISFY SAME.

In the Matter of the City of Hackensack, County of Bergen, Docket No. BER-L-5731-15

THIS SETTLEMENT AGREEMENT ("Agreement") made this ______ day of ______, 2020, by and between:

CITY OF HACKENSACK, a municipal corporation of the State of New Jersey, County of Bergen, having an address at 65 Central Avenue, Hackensack, NJ 07601 (hereinafter the "City" or "Hackensack");

And

FAIR SHARE HOUSING CENTER, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC");

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the City filed the above-captioned matter on June 15, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), as may be further amended in accordance with the terms of this settlement, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the City simultaneously sought and ultimately secured an Order protecting the City from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, the immunity secured by Hackensack remains in place as of the date of this Agreement; and

WHEREAS, the Trial Court appointed Mary Beth Lonergan, P.P., A.I.C.P., as the "Special Master" in this case as is customary in Mount Laurel matters; and

WHEREAS, with Ms. Lonergan's assistance, Hackensack and FSHC have engaged in good faith negotiations and have reached an amicable accord on the various substantive provisions, terms and conditions delineated herein; and

WHEREAS, through that process, the City and FSHC agreed to settle the litigation and to present that settlement to the Trial Court, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households; and

WHEREAS, at this time and at this particular point in the process resulting from the Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Rehabilitation obligation, and Gap + Prospective Need (1999-2025) affordable housing obligation (hereinafter "Round 3" obligation), instead of doing so through plenary adjudication of the Rehabilitation
obligation and Round 3 obligation.

**NOW, THEREFORE,** in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto, each binding itself, do hereby covenant and agree, each with the other, as follows:

**Settlement Terms**

The City and FSHC hereby agree to the following general terms, subject to any relevant conditions set forth in more detail below:

1. Hackensack’s "Rehabilitation" obligation is 582.

2. Hackensack’s “Prior Round” obligation is 201.

3. Hackensack's Round 3 (Gap and Prospective Need) obligation is 0.

4. **Satisfaction of Rehabilitation Obligation:** The City has a 582-unit Rehabilitation obligation, and has/shall satisfy that obligation as follows:

   a) The Housing Authority of City of Hackensack has rehabilitated the following units.

<table>
<thead>
<tr>
<th>Project</th>
<th>Total Units</th>
<th>COAH Eligible Units*</th>
<th>Major Systems Upgraded</th>
<th>Total Expended Since 2010</th>
<th>Average Cost Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barsalona Court</td>
<td>50</td>
<td>48</td>
<td>Sewer line replacement, HVAC – in-unit heating</td>
<td>$386,738.62</td>
<td>$8,407.36</td>
</tr>
<tr>
<td>Harry Berkie Gardens</td>
<td>100</td>
<td>98</td>
<td>Generator, Elevators, Kitchen Cabinets</td>
<td>$1,258,960.83</td>
<td>$12,589.61</td>
</tr>
<tr>
<td>Oratam Court</td>
<td>144</td>
<td>133</td>
<td>Roof, Common area HVAC, Sidewalk, Handrails, Pedestrian concrete, driveways/parking, Building envelop, caulking sealant</td>
<td>$6,668,767.37</td>
<td>$46,310.88</td>
</tr>
<tr>
<td>Ostrowski Court</td>
<td>50</td>
<td>46</td>
<td>Roof</td>
<td>$1,275,457.53</td>
<td>$25,509.15</td>
</tr>
<tr>
<td>Windhall Towers</td>
<td>100</td>
<td>100</td>
<td>Site work, carpet, elevators, energy update</td>
<td>$706,805.71</td>
<td>$7,068.06</td>
</tr>
<tr>
<td></td>
<td>Kitchen cabinets</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>79 Campbell Ave</td>
<td>1 1 To be provided</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>70 Cedar Ave</td>
<td>2 2 To be provided</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>83 Linden Street</td>
<td>1 1 To be provided</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>135 Ricardo PI</td>
<td>1 1 To be provided</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>73 Vanderbeek</td>
<td>1 1 To be provided</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Units Rehabilitated Since 2010</strong></td>
<td><strong>450 431</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Balance of Rehabilitation Obligation</strong></td>
<td><strong>151</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*due to HUD income standards v. Region 1 income standards

b) The remainder of the rehabilitation obligation shall be satisfied by participating in the Bergen County Home Improvement Program.

5. **Satisfaction of Prior Round Obligation**: Hackensack has a 201-unit Prior Round obligation, and will satisfy that obligation as follows:

<table>
<thead>
<tr>
<th>Housing Type</th>
<th>Project/Address</th>
<th>Year Built</th>
<th>Units</th>
<th>Rental Bonus</th>
<th>Total Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family For-Sale</td>
<td>Clinton Terrace Condos</td>
<td>1994</td>
<td>22</td>
<td>0</td>
<td>22</td>
</tr>
<tr>
<td>Family For-Sale</td>
<td>Pulaski Place Condos</td>
<td>1982</td>
<td>4</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>Family For-Sale</td>
<td>Franklin Garden Condos</td>
<td>1984</td>
<td>2</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Senior Rental</td>
<td>Patrick DiZenko Court</td>
<td>1982</td>
<td>50*</td>
<td>0</td>
<td>50</td>
</tr>
<tr>
<td>Supportive/Special Needs</td>
<td>AAH Bergen County 266 Spring Valley Avenue (Group Home)</td>
<td>1995</td>
<td>3</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Supportive/Special Needs</td>
<td>Advance Housing 279 Clark Street (Group Home)</td>
<td>1999</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Supportive/Special Needs</td>
<td>Advance Housing 10 Orchid Street</td>
<td>1999</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

3
<table>
<thead>
<tr>
<th></th>
<th>(Group Home)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Supportive/Special Needs</td>
<td>Advance Housing</td>
<td>1999</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>451 Heath Place</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Group Home)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supportive/Special Needs</td>
<td>Bergen &amp; Passaic ARC</td>
<td>1980</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>ARC (Group Home)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supportive/Special Needs</td>
<td>Comprehensive Behavioral Healthcare</td>
<td>1988</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>298 Jackson Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supportive/Special Needs</td>
<td>Community Action for Independent Living</td>
<td>1996</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>155 Poor Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Group Home)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supportive/Special Needs</td>
<td>NJ ARC Bergen-Passaic Unit</td>
<td>1980</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>279 Lookout Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family Rental</td>
<td>100% Affordable Project</td>
<td>Proposed</td>
<td>60</td>
</tr>
<tr>
<td>(Proposed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>169</td>
<td>51**</td>
</tr>
</tbody>
</table>

* Maximum 25% cap on age-restricted units

** 25% Rental bonus cap

In order to receive credit for 50 of the 59 units from the Patrick DiZenzo Court project toward its Prior Round obligation (the 9 excess credits being above the 25% senior cap), prior to the Compliance Hearing in this matter, the City shall enter into an agreement with the Hackensack Housing Authority (HHA) to remove the "residency preference" from its affirmative marketing and deed restriction, if applicable, and the HHA will commence with affirmatively marketing the units to very-low, low- and moderate-income households within the region with the first vacancy to occur within two (2) years of the Court’s approval at a duly-noticed Fairness Hearing of this Agreement.

6. Municipally-Sponsored Project: 60-unit family rental project

a. The City of Hackensack is currently considering the following 60-unit, 100% affordable, family rental projects to satisfy its prior round obligation. The proposed projects are in varying stages of completeness, due to the impact of the SARS-COV2 pandemic and the resulting State of Emergency.

i. **251 West Railroad Avenue Family Apartments:** Greater Bergen Community Action, Inc. has partnered with Pennrose to build a 42-unit family rental project on this City-owned parcel. Greater Bergen/Pennrose is looking to increase the project to 60 units to satisfy the City’s prior round obligation. Pennrose is ready to move forward with its 9% tax credit application for 2021. The City will support
Pennrose/Greater Bergen in submitting 9% tax credit applications for the 2021 and 2022 application cycles, and if the project does not receive funding in either cycle, then the City will remove its support from the project and pursue a different project, or begin the process set forth in paragraph 7.

ii. Hackensack Housing Authority (HHA): Prior to the Compliance Hearing in this matter, the City will enter into a Memorandum of Understanding with the HHA supporting the HHA’s efforts in building a 60-unit, 100% affordable project within the City. The agreement may be the same agreement that includes the removal of the residency preference on the Patrick DiZenko Court units set forth in paragraph 5 above. The City will commit to purchasing land, up to a specific dollar amount, or donating suitable City-owned land, if any such site is available, for the HHA’s project.

iii. Housing Authority of Bergen County (HABC): HABC is proposing a mixed-use, 100% affordable project along Hudson Street. Due to the serious impact the coronavirus has had on Bergen County and on HABC’s residents, the details of this project have been delayed significantly and will likely not be ready to pursue 9% tax credit funding until at least 2021. Prior to the Compliance Hearing in this matter, the City will enter into a Memorandum of Understanding with the HABC supporting its efforts in constructing its project.

iv. “Arena Diner” Project by Hampshire Properties: Hampshire Properties is a current redeveloper of a project in the Main Street Rehabilitation Area, and has expressed interest in providing a 100% affordable project on what is known as the “Arena Diner” site, located at 250 Essex Street (Block 232, Lot 1.01). The City is currently in negotiations with Hampshire to determine the number of units that can be accommodated on the site. Should the City and Hampshire come to an agreement as to the project, the City and Hampshire will enter into a Memorandum of Understanding supporting its efforts in constructing the project.

b. In accordance with N.J.A.C. 5:93-5.5, the City recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source in the event that the funding request is not approved. The City meets this obligation as follows: the City intends to fund the project with nine percent (9%) tax credits and will adopt a resolution of intent to fund for any shortfall associated with the project. In the event that none of the projects specified above are able to secure nine percent (9%) tax credits within the parameters set forth above, in the 2021 or 2022 9% tax credit application cycles, the City may utilize other available funds, including four percent (4%) tax Credits and bonding for the project(s) that have not secured funding, or secure redevelopment agreements in accordance with the terms of paragraph 7.

c. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process, including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and
construction. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. Prior to the final judgment in this matter, as part of the timeframe described in Paragraph 15, the City will have chosen a project and developer of that project, and will provide a proposed Construction Schedule and Pro Forma for the proposed project.

7. **Main Street/ Johnson Avenue; Essex Street/ Hudson Street; and Essex Street/Railroad Avenue Inclusionary Overlay Zone (IO-1).** The City, which has historically included very-low, low, and moderate-income households, demonstrates its continued commitment to providing affordable housing with the implementation of an Inclusionary Overlay Zone, which will require that when any of the designated areas redevelop, that 10% of the total number of residential units be set aside for affordable households. The Overlay Zone is depicted in the Maps attached hereto as Exhibit A. Subject to all relevant notice and public hearing provisions pursuant to the New Jersey Municipal Land Use Law and consistent with its Master Plan, the City shall within 120 days of the approval of this Agreement at a Fairness Hearing adopt and implement the an overlay zoning ordinance in the Overlay Zone, allowing densities of 35-50 units/acre with a ten (10) percent affordable housing set-aside. The form of ordinance shall be developed prior to the fairness hearing collaboratively with the Special Master and FSHC and adopted prior to the Compliance Hearing. The ordinance shall require that any new residential development within the overlay zone have a ten (10) percent affordable housing set-aside and replace any underlying residential zoning for new residential development within the zone after the effective date of the ordinance; comply with UHAC and related requirements of this agreement. The City shall also include the Overlay Zone and a description of the planning rationale for it as part of its Housing Element and Fair Share Plan to be adopted pursuant to paragraph 15.

For any reason, should the City be unable to move forward with the proposed mechanisms identified in Paragraphs 5 and 6 above, the City shall adopt a Redevelopment Plan for an appropriate portion of the area known as the IO-1 Zone, depicted on Exhibit A, or at the City's sole discretion, for another site(s) outside of the IO-1 Zone, allowing densities of 35-50 units/acre with a ten (10) percent affordable housing set-aside. Should the City choose to proceed with this mechanism to satisfy any portion of its Prior Round Obligation, within two years of the Fairness Hearing approving this Agreement, the City will select redevelopers that either have site control or a plan in place for obtaining site control, in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., for the sites in the zone that will produce at least the number of affordable units required to fill the vacancy in the City's Fair Share Plan, which shall conform with the terms of this agreement and include at least 60 family rental units between any mechanisms completed through paragraph 6 and substituted in this paragraph, and not including any other mentioned compliance mechanism in this Agreement. Within 12 months of selecting redevelopers, the City will enter into Redevelopment Agreements with the redevelopers that when combined show agreements to produce at least the amount of affordable units needed to fill the vacancy in the City's Fair Share Plan. If any of these deadlines are not met the City may seek alternative compliance techniques for the production of at least the number of affordable units needed to fill the vacancy in the City’s Fair Share Plan otherwise in compliance with the terms of this Agreement, subject to the approval of FSHC and the Court, provided that even if such alternative techniques are approved the City will leave the Redevelopment Plan for these sites in place with the required ten (10) percent affordable housing set aside.
8. The City agrees to require thirteen percent (13%) of all the affordable units referenced in this plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval as of July 1, 2008, to be very low income units (defined as units affordable to households earning thirty percent (30%) or less of the regional median income by household size), with half of the very low income units being available to families. At least 13 percent of the units in each bedroom distribution in the 100% affordable housing project as described in Paragraph 6 shall be very low income units, and for each redevelopment project developed in accordance with Paragraphs 6 and 7 at least 13 percent of the affordable units in each bedroom distribution shall be very low income units.

9. Hackensack will apply "rental bonus credits" in accordance with N.J.A.C. 5:93-5.15(d).

10. At least fifty percent (50%) of the units addressing the City's Prior Round obligation and developed pursuant to the overlay zoning referenced in paragraph 7 shall be affordable to a combination of very-low-income and low-income households, while the remaining affordable units shall be affordable to moderate-income households.

11. A minimum of twenty-five percent (25%) of the City's Prior Round obligation and units developed pursuant to the overlay zoning referenced in paragraph 7 shall be met through rental units.

12. The City agrees to comply with COAH's Round 2 age-restricted cap of twenty five percent (25%), and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the City claim credit toward its fair share obligation for age-restricted units that exceed twenty five percent (25%) of all units developed or planned to meet its Prior Round obligation and all units developed pursuant to the overlay zoning referenced in paragraph 7.

13. The City and/or its Administrative Agent shall add the following entities to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5): Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002), the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County Branch of the NAACP, Bergen County United Way, and the Supportive Housing Association. As part of its regional affirmative marketing strategies during implementation of its fair share plan, the City and/or its Administrative Agent shall also provide notice of all available affordable housing units to the above-referenced organizations and ensure posting of all units on the New Jersey Housing Resource Center, https://www.nj.gov/njhrsc/.

14. All affordable housing units created pursuant to the measures set forth in this Agreement shall comply with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be affordable to households earning at or below 35 percent of the regional median household income by household size, 13 percent of affordable units in such projects shall be required to be affordable to households earning at or below 30 percent of the regional median household income by household size subject to Paragraph 8 herein, and all other applicable law. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law. The City, as part of the Housing Element and Fair Share Plan that will be prepared, adopted and endorsed as a result of this Agreement, shall adopt and/or update appropriate
implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.

15. Upon full execution of this Agreement, Hackensack shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. Hackensack will place this Agreement on file in the City's municipal building and file a copy with the Court 30 days prior to the Fairness Hearing, at which the City will seek judicial approval the terms of this Agreement pursuant to the legal standard set forth in Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff’d o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. City of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least 30 days in advance of the Hearing. Within 120 days of the approval of this Agreement by the Court after a Fairness Hearing, Hackensack will adopt a Housing Element and Fair Share Plan, along with a Spending Plan, and adopt all resolutions and ordinances required to be adopted as part of this Agreement, and will submit same to the Court, the Court Master, and FSHC for review. The City will then apply to the Court for the scheduling of a “Compliance Hearing” seeking judicial approval of Hackensack’s adopted Housing Element and Fair Share Plan and other required documents. Although it is expected that the Special Master will provide the majority of the required testimony at both the Fairness Hearing and the Compliance Hearing, Hackensack shall also make its consulting planner and any other relevant witnesses available for testimony at the Hearings. FSHC shall not challenge the validity of any of the documents attached hereto, or the validity of the City’s Fair Share Plan so long as it complies with the terms of this Agreement. If the Fairness and Compliance Hearings result in approval of this Agreement and the City’s Fair Share Plan, the parties agree that the City will be entitled to either a “Judgment of Compliance and Repose” (“JOR”) or the “judicial equivalent of substantive certification and accompanying protection as provided under the FHA,” 221 N.J. at 6, which shall be determined by the trial judge. Each party may advocate regarding whether substantive certification or repose should be provided by the Court, with each party agreeing to accept either form of relief and to not appeal an order granting either repose or substantive certification. Among other things, the entry of such an Order shall maintain Hackensack’s immunity from all Mount Laurel lawsuits through July 2, 2025.

16. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch determines that Hackensack’s Round 3 present need is decreased to 466 or less, with any relevant appeal periods having passed, the City may file a proposed form of Order, on notice to FSHC and the City’s Service List, seeking to reduce its Round 3 obligation accordingly. Such relief shall be presumptively granted. Nonetheless any such reduction, the City shall be obligated to implement the Fair Share Plan prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this Agreement, and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the City’s obligation below what is established in this Agreement does not provide a basis for seeking leave to amend this Agreement or the Fair Share Plan adopted pursuant to this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1.

17. Income limits for all units that are part of the Fair Share Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the City annually within thirty (30) days of the publication of determinations of median income by the United States Department of Housing and Urban Development (“HUD”) as follows:
a. Regional income limits shall be established for the Housing Region in which the City is located (in this case, Housing Region 1) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated number of households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total number of households from the most recent decennial Census in the City's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

b. The income limits attached hereto as Exhibit B are the result of applying the percentages set forth in paragraph (a) above to HUD’s determination of median income for FY 2020, and shall be utilized until the City updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

c. The Regional Asset Limit used in determining an applicant’s eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.18(b)3 shall be calculated by the City annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year’s income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement, the terms of which shall also be reflected in the City's Affordable Housing Ordinance.

18. The City shall prepare a Spending Plan for approval by the Court during the duly-noticed Compliance Hearing. As part of that Spending Plan the City shall develop affordability assistance program(s) to assist low- and very-low-income households in accessing affordable rental homes in the City. FSHC reserves its right to provide any comments or objections on the Spending Plan to the Court upon review. Upon approval by the Court, the City and FSHC agree that the expenditures of funds contemplated in the City's Spending Plan shall constitute the "commitment" for expenditure required pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period contemplated therein commencing in accordance with the provisions of
re T.P. Of Monroe, 442 N.J.Super. 565 (Law Div. 2015) (aff’d 442 N.J.Super. 563). Upon approval of its Spending Plan, the City shall also provide an annual Mount Laurel Trust Fund accounting report to the New Jersey Department of Community Affairs, Council on Affordable Housing, Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to FSHC and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, Local Government Services or FSHC.

19. On the first anniversary of the approval of the City’s Housing Element and Fair Share Plan after a Compliance Hearing, and every anniversary thereafter through July 2, 2025, the City agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. In addition to the foregoing, the City may also post such activity on the CTM system and/or file a copy of its report with the Council on Affordable Housing or its successor agency at the State level.

20. The Fair Housing Act includes two provisions regarding actions to be taken by the City during the ten-year period of protection provided in this agreement. The City agrees to comply with those provisions as follows:

a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the City will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced. Any interested party may by motion request a hearing before the Court regarding these issues.

b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the approval of the City’s Housing Element and Fair Share Plan after a Compliance Hearing, and every third year thereafter, the City will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low-income housing obligation under the terms of this settlement.

c. In addition to the foregoing postings, the City may also elect to file copies of its reports with the Council on Affordable Housing or its successor agency at the State level.

21. This Agreement may be enforced by the City or FSHC through a motion to enforce litigant’s rights or a separate action filed in Superior Court, Bergen County. If FSHC determines that such action is necessary, the City consents to the entry of an order providing FSHC party status as an intervenor solely for purposes of its motion to enforce litigant’s rights.
22. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement. However, if an appeal of the Court's approval or rejection of the Settlement Agreement is filed by a third party, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved by the Trial Court unless and until an appeal of the Trial Court's approval is successful, at which point the Parties reserve their right to return to the status quo ante. In this regard, the City and FSHC acknowledge that the Parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the status quo ante.

23. The City agrees to pay $10,000 to FSHC, payable within 10 days of judicial approval of this Agreement pursuant to a duly-noticed Fairness Hearing.

24. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

26. This Agreement may not be modified, amended or altered in any way except by a writing signed by both the City and FSHC.

27. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

28. The City and FSHC acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each person to sign this Agreement is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the City and FSHC and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

29. The City and FSHC acknowledge that this Agreement was not drafted by the City and FSHC, but was drafted, negotiated and reviewed by representatives of the City and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The City and FSHC expressly represent that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the persons executing it.

30. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both the City and FSHC.

31. This Agreement constitutes the entire Agreement between the City and FSHC hereto and supersedes all prior oral and written agreements between the City and FSHC with respect to the subject matter hereof except as otherwise provided herein.
32. No member, official or employee of the City shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

33. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which representatives of the City and FSHC have executed and delivered this Agreement.

34. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the City and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO FSHC:

Adam Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
Email: adamgordon@fairsharehousing.org

TO THE CITY:

Nancy L. Holm, Esq.
Surenian, Edwards & Nolan LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
Telecopier: (732) 612-3101
Email: nlh@Surenian.com

WITH A COPY TO THE
CITY CLERK:

Deborah Karlsson, City Clerk
City of Hackensack
65 Central Avenue
Hackensack, NJ 07601
Phone: (201) 646-3940
Telecopier: (201) 457-1466
Email: dkarlsson@hackensack.org

WITH A COPY TO THE
COURT MASTER:

Mary Beth Lonergan, PP/AICP
Clarke, Caton, Hintz
100 Barrack Street
Trenton, NJ 08608-2008
Phone: (609) 477-7309
Telecopier: (609) 893-4044
Email: mblonergan@cchnj.com
In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest:  

FAIR SHARE HOUSING CENTER:

By: 

Adam M. Gordon, Esq.  
On Behalf of Fair Share Housing Center

Dated: August 14, 2020

Witness/Attest:  

CITY OF HACKENSACK:

By: 

John P. Labrosse, Jr., Mayor  
On Behalf of the City of Hackensack

Dated: 9/10, 2020
EXHIBIT A
INCLUSIONARY OVERLAY ZONE
10-1A Zone District
Essex Street & Hudson Street
Overview Map
### Exhibit B: 2020 Income Limits

<table>
<thead>
<tr>
<th>Year</th>
<th>Size</th>
<th>1 Person</th>
<th>2 Persons</th>
<th>3 Persons</th>
<th>4 Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>1</td>
<td>$31,720</td>
<td>$42,180</td>
<td>$52,640</td>
<td>$63,100</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>$47,580</td>
<td>$63,240</td>
<td>$78,900</td>
<td>$94,560</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>$63,440</td>
<td>$89,100</td>
<td>$114,760</td>
<td>$140,420</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>$79,300</td>
<td>$104,960</td>
<td>$130,620</td>
<td>$156,280</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>$95,160</td>
<td>$120,820</td>
<td>$146,480</td>
<td>$172,140</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>$111,020</td>
<td>$147,680</td>
<td>$173,340</td>
<td>$199,000</td>
</tr>
</tbody>
</table>

Note: The above table provides the 2020 regional income limits for affordable housing. The limits are based on household size and are subject to change annually.
<table>
<thead>
<tr>
<th>Council Member</th>
<th>Intro</th>
<th>Second</th>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
<th>Absent</th>
<th>Recused</th>
</tr>
</thead>
<tbody>
<tr>
<td>Von Rudenborg</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Deputy Mayor Canestrino</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy Mayor Sims</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battaglia</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Mayor Labrosse</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

CITY OF HACKENSACK

RESOLUTION NO. 301-20

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HACKENSACK, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, AUTHORIZING THE SETTLEMENT AGREEMENT BETWEEN THE CITY OF HACKENSACK AND FAIR SHARE HOUSING CENTER

WHEREAS, in compliance with the New Jersey Supreme court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about June 15, 2015, the City filed an action with the Bergen County Superior Court of New Jersey, entitled In the Matter of the Application of the City of Hackensack, County of Bergen, Docket No. BER-L-5731-15, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan in addition to related reliefs; AND

WHEREAS, the City of Hackensack and the Fair Share Housing Center have reached a settlement to resolve the pending litigation, a copy of the Settlement Agreement is incorporated herein as if set forth at length; and

WHEREAS, the City of Hackensack Mayor and Council members reviewed the proposed Settlement Agreement, find the settlement to be in the best interest of the City of Hackensack, and recommend that same be accepted and executed.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council members of the City of Hackensack, County of Bergen, State of New Jersey, that the settlement is approved and authorizes the Mayor to execute same; and the City Attorney and the Special Affordable Housing Counsel are authorized to execute any agreements, releases or documents to be filed with the Court and take all actions reasonable and necessary to secure an Order approving the
Settlement Agreement; and work towards securing judicial approval of the City’s Fair Share Plan.

**BE IT RESOLVED**, that the City hereby authorizes its professionals to take any all actions reasonable and necessary to secure a Final Round 3 Judgment of Compliance and Repose to maintain the City’s immunity from any Mount Laurel lawsuits.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK HELD ON AUGUST 18, 2020**

[Signature]

DEBORAH KARLSSON, CITY CLERK
APPENDIX A.2.
AMENDED SETTLEMENT AGREEMENT BETWEEN FAIR SHARE HOUSING CENTER AND THE CITY OF HACKENSACK, DATED NOVEMBER 9, 2021
<table>
<thead>
<tr>
<th>Council Member</th>
<th>Intro</th>
<th>Second</th>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
<th>Absent</th>
<th>Recused</th>
</tr>
</thead>
<tbody>
<tr>
<td>Von Rudenborg</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy Mayor Canestrino</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battaglia</td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carroll</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mayor Labrosse</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CITY OF HACKENSACK

RESOLUTION NO. 452-21

RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE SEPTEMBER 10, 2020 SETTLEMENT AGREEMENT BETWEEN THE CITY OF HACKENSACK AND FAIR SHARE HOUSING CENTER

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015)(Mount Laurel IV), on June 12, 2015, the City of Hackensack (hereinafter “Hackensack” or the “City”) filed a Declaratory Judgment Complaint in the Superior Court, Law Division seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), to be amended as necessary, satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the “Mount Laurel doctrine;” and

WHEREAS, the City simultaneously sought, and ultimately secured, a protective order providing Hackensack immunity from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan, which is still in full force and effect; and

WHEREAS, with assistance from the Court Master, the City and Fair Share Housing Center (hereinafter “FSHC”) engaged in good faith negotiations, which resulted in the entering into of a Settlement Agreement between the City and FSHC on September 10, 2020 (hereinafter “FSHC Settlement Agreement”); and
WHEREAS, a Fairness Hearing was held on October 22, 2020, during which the FSHC Settlement Agreement was approved, and said approval was memorialized by an Order entered by the Court on November 5, 2020; and

WHEREAS, FSHC and the City’s professionals have negotiated a First Amendment to the September 10, 2020 Settlement Agreement between the City of Hackensack and Fair Share Housing Center (“First Amendment to the FSHC Settlement Agreement”), which is attached hereto as Exhibit A, to implement certain changes that will also be made to the City’s Housing Element and Fair Share Plan; and

WHEREAS, in light of the above, the City Council finds that it is in the best interest of the City of Hackensack to execute the attached First Amendment to the FSHC Settlement Agreement, and to take various other actions delineated below, which will ultimately result in approval of the City’s Fair Share Plan which, in turn, will maintain the City’s immunity from all Mount Laurel lawsuits through July 2, 2025.

NOW, THEREFORE, BE IT RESOLVED on this 9th day of November, 2021, by the Council of the City of Hackensack, County of Bergen, State of New Jersey, as follows:

1. The City Council hereby authorizes and directs the Mayor of Hackensack City to execute the First Amendment to the FSHC Settlement Agreement in substantially the form attached hereto as Exhibit A.

2. The City Council hereby directs its Affordable Housing Counsel to file the fully executed First Amendment to the FSHC Settlement Agreement with the Court, along with the original FSHC Settlement Agreement, for review and approval at a duly noticed combined Fairness and Compliance Hearing.

CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK HELD NOVEMBER 9, 2021

DEBORAH KARLSSON, CITY CLERK
FIRST AMENDMENT TO THE SEPTEMBER 10, 2020 SETTLEMENT AGREEMENT BETWEEN THE CITY OF HACKENSACK AND FAIR SHARE HOUSING CENTER.

This First Amendment to the September 10, 2020 Settlement Agreement between the City of Hackensack and Fair Share Housing Center (hereinafter the “First Amendment”) is entered into this ___ day of ______________, 2021, by and between the City of Hackensack, County of Bergen, Declaratory Plaintiff in the above-captioned matter, which has an address of 65 Central Avenue, Hackensack, New Jersey 07601 (hereinafter the “City” or “Hackensack”); and Fair Share Housing Center, which has an address of 510 Park Boulevard, Cherry Hill, New Jersey 08002 (hereinafter “FSHC”).

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the City filed the above-captioned matter on June 15, 2015 seeking, among other things, a judicial declaration that its amended Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”) satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the City simultaneously sought, and ultimately secured, an Order protecting Hackensack from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan, which Order is still in full force and effect today; and

WHEREAS, with the assistance of the Court-Appointed Master, Mary Beth Lonergan, PP, AICP (hereinafter “the Court Master”), the City and FSHC entered into a Settlement Agreement dated September 10, 2020 (hereinafter the “FSHC Settlement Agreement”), which is attached hereto as Exhibit A, and said FSHC Settlement Agreement was thereafter approved by a Court Order entered on November 5, 2020, after a properly noticed Fairness Hearing was held on October 22, 2020; and

WHEREAS, prior to the scheduled Compliance Hearing in this matter, which was to take place on March 3, 2021, the developer withdrew its project at the “Arena Diner” site, thereby necessitating an adjournment of the Compliance Hearing to September 14, 2021, which will be adjourned to a date in the future mutually agreed to by the parties and Court Master; and

WHEREAS, since the adjournment of the March 2021 Compliance Hearing, the City adopted a Redevelopment Plan for Lot T (Block 305, Lot 2), which includes a set-aside of affordable housing units that will contribute to satisfying the City’s Prior Round obligation; and

WHEREAS, the City’s Affordable Housing Plan will be amended to satisfy these changes, as well as several other changes to existing affordable housing projects included in the City’s Fair Share Plan; and

WHEREAS, the City and FSHC have agreed that the proposed changes to the City’s Affordable Housing Plan are fair and reasonable to very-low-, low-, and moderate-income households; and

WHEREAS, in order to implement the proposed changes, in addition to amending the City’s Affordable Housing Plan, it is also necessary to amend the FSHC Settlement Agreement accordingly, and this First Amendment to the FSHC Settlement Agreement serves that purpose.
NOW, THEREFORE, THE CITY OF HACKENSACK AND FSHC AGREE AS FOLLOWS:

1. Paragraph 4.a), on page 2 of the 2020 FSHC Settlement Agreement, which is attached hereto as Exhibit A, is hereby replaced with the following:

   a) The Hackensack Housing Authority has rehabilitated units in the following developments, and the Bergen County Home Improvement Program has rehabilitated the following individual units:

<table>
<thead>
<tr>
<th>Project</th>
<th>Total Units</th>
<th>COAH Eligible Units*</th>
<th>Major Systems Upgraded</th>
<th>Total Expended Since 2010</th>
<th>Average Cost Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barsalona Court (HHA)</td>
<td>50</td>
<td>48</td>
<td>Sewer line replacement&lt;br&gt;HVAC - in-unit heating</td>
<td>$386,738.62</td>
<td>$8,407.36</td>
</tr>
<tr>
<td>Harry Berkle Gardens (HHA)</td>
<td>100</td>
<td>98</td>
<td>Generator&lt;br&gt;Elevators&lt;br&gt;Kitchen Cabinets</td>
<td>$1,258,960.83</td>
<td>$12,589.61</td>
</tr>
<tr>
<td>Oratam Court (HHA)</td>
<td>144</td>
<td>133</td>
<td>Roof&lt;br&gt;Common area HVAC&lt;br&gt;Sidewalk handrails&lt;br&gt;Pedestrian concrete/driveways/parking&lt;br&gt;Building envelop, caulking sealant</td>
<td>$6,668,767.37</td>
<td>$46,310.88</td>
</tr>
<tr>
<td>Ostrowski Court (HHA)</td>
<td>50</td>
<td>46</td>
<td>Roof</td>
<td>$1,275,457.53</td>
<td>$25,509.15</td>
</tr>
<tr>
<td>Widnall Towers (HHA)</td>
<td>100</td>
<td>100</td>
<td>Site work, carpet, elevators, energy update&lt;br&gt;Kitchen cabinets</td>
<td>$706,805.71</td>
<td>$7,068.06</td>
</tr>
<tr>
<td>70 Cedar Ave (County)</td>
<td>2</td>
<td>2</td>
<td>To be provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>83 Linden Street (County)</td>
<td>1</td>
<td>1</td>
<td>To be provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>135 Ricardo Pl (County)</td>
<td>1</td>
<td>1</td>
<td>To be provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>73 Vanderbeek (County)</td>
<td>1</td>
<td>1</td>
<td>To be provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Units Rehbabilitated Since 2010</strong></td>
<td><strong>449</strong></td>
<td><strong>430</strong></td>
<td><strong>Balance of Rehabilitation Obligation</strong></td>
<td><strong>152</strong></td>
<td></td>
</tr>
</tbody>
</table>

*Due to HUD income standards v. Region 1 income standards
2. Paragraph 5, on pages 3 and 4 of the 2020 FSHC Settlement Agreement is hereby replaced as follows:

**Satisfaction of Prior Round Obligation:** Hackensack has a 201-unit Prior Round obligation, and will satisfy that obligation as follows:

<table>
<thead>
<tr>
<th>Housing Type</th>
<th>Project/Address</th>
<th>Year Built</th>
<th>Units</th>
<th>Rental Bonus</th>
<th>Total Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family For-Sale</td>
<td>Clinton Terrace Condos</td>
<td>1994</td>
<td>22</td>
<td>0</td>
<td>22</td>
</tr>
<tr>
<td>Family For-Sale</td>
<td>Pulaski Place Condos</td>
<td>1982</td>
<td>4</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>Family For-Sale</td>
<td>Franklin Garden Condos</td>
<td>1984</td>
<td>2</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Senior Rental</td>
<td>Patrick DiZenzo Court</td>
<td>1982</td>
<td>50*</td>
<td>0</td>
<td>50</td>
</tr>
<tr>
<td>Supportive/Special Needs</td>
<td>AAH Bergen County 266 Spring Valley Avenue (Group Home)</td>
<td>1995</td>
<td>3</td>
<td></td>
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</tr>
<tr>
<td>Supportive/Special Needs</td>
<td>Advance Housing 279 Clark Street (Group Home)</td>
<td>1999</td>
<td>2</td>
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<td>2</td>
</tr>
<tr>
<td>Supportive/Special Needs</td>
<td>Advance Housing 10 Orchard Street (Group Home)</td>
<td>1999</td>
<td>2</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Supportive/Special Needs</td>
<td>Advance Housing 451 Heath Place (Group Home)</td>
<td>1999</td>
<td>2</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Supportive/Special Needs</td>
<td>Bergen &amp; Passaic ARC (Group Home)</td>
<td>1980</td>
<td>4</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>Supportive/Special Needs</td>
<td>Comprehensive Behavioral Healthcare 298 Jackson Street</td>
<td>1988</td>
<td>7</td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>Supportive/Special Needs</td>
<td>Community Action for Independent Living 155 Poor Street (Group Home)</td>
<td>1996</td>
<td>5</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Supportive/Special Needs</td>
<td>NJ ARC Bergen-Passaic Unit 279 Lookout Avenue</td>
<td>1980</td>
<td>6</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>Inclusionary Family Rental (Proposed)</td>
<td>Lot T Redevelopment Plan (Block 305, Lot 2)</td>
<td>Proposed</td>
<td>60</td>
<td>51**</td>
<td>111</td>
</tr>
</tbody>
</table>

* Maximum 25% cap on age-restricted units
** 25% Rental bonus cap
In order to receive credit for 50 of the 59 units from the Patrick DiZenza Court project toward its Prior Round obligation (the 9 excess credits being above the 25% senior cap), on August 17, 2021 the City entered into an agreement with the Hackensack Housing Authority (HHA) to remove the "residency preference" from its affirmative marketing and deed restriction, if applicable, and the HHA will commence with affirmatively marketing the units to very-low, low- and moderate-income households within the region with the first vacancy to occur after October 22, 2022.

The vast majority of the City's Prior Round affordable housing credits are completed, existing affordable housing units. The proposed Lot T Redevelopment Plan is discussed in detail in new Paragraph 6A added below. In addition, the City may consider other affordable housing efforts as discussed in new Paragraph 6B below.

3. Paragraph 6, on page 4 of the 2020 FSHC Settlement Agreement is hereby replaced with the following:

6A. INCLUSIONARY REDEVELOPMENT

Lot T (Block 305, Lot 2) Redevelopment Plan: The City has adopted a Redevelopment Plan for the parcel(s) known as "Lot T" which will include a minimum of 60 affordable family rental units or 20% of the total number of residential units, whichever is greater.

a) Prior to the Compliance Hearing, the City shall revise the Redevelopment Plan for Lot T and enter into a Redevelopment Agreement with a Redeveloper for this project, which will include all income and bedroom distribution requirements pursuant to the Fair Housing Act, COAH Regulations, and UHAC requirements, including that thirteen percent (13%) of the total number of affordable units shall be affordable to very-low-income households, earning no more than 30% of median income for the housing region. Accordingly, 50% of the total number of affordable units in the project shall be affordable to moderate-income households, 37% shall be affordable to low-income households, and 13% shall be affordable to very-low-income households. Bedroom distributions shall be representative throughout the income levels. Should the Redevelopment Agreement not be executed prior to the Compliance Hearing in this matter, the City shall have submitted the proposed language set forth above to FSHC and the Court Master for approval prior to the 45-day notice period commencing for the Compliance Hearing.

b) Hackensack shall ensure and require that all affordable units are subject to affordability controls of at least 30 years from the date of initial occupancy and affordable deed restrictions as provided for by UHAC, with the sole exception that very low income shall be defined as at or below 30 percent of median income pursuant to the Fair Housing Act, and the affordability controls shall remain unless and until the City, in its sole discretion, takes action to extend or release the unit from such controls.

c) Hackensack shall ensure and require that all affordable units are affirmatively marketed pursuant to paragraph 13 of the FSHC Settlement Agreement and applicable law, including posting of all affordable units on the online New Jersey Housing Resource Center website.
6B. MUNICIPALLY SPONSORED PROJECTS

a) The City of Hackensack is considering, but is not required to implement, the following 100% affordable, family rental projects to satisfy its Prior Round obligation. Any units in excess of the number of units needed to satisfy its 201-unit Prior Round obligation will be considered surplus that can be applied against a future housing cycle. The proposed projects are in varying stages of completeness, due to the impact of the SARS-COV2 pandemic and resulting State of Emergency. The City, in its discretion, will partner with a developer on any, all, or none of the proposed projects listed below, or has the option to exercise its powers related to its inclusionary overlay zones in Paragraph 7 of the 2020 Settlement Agreement.

i. **251 West Railroad Avenue, Block 356, Lot 1:** This project is proposed to be a maximum of 25 affordable family rental units on this City-owned parcel. Should the City choose to develop this project, it will amend its MOU with Greater Bergen Community Action and support any application for funding, beginning in 2022. If the project does not receive funding by 2024, the City will remove its support from the project.

ii. **Hackensack Housing Authority (HHA):** the City and the HHA have entered into an agreement where the City will assist the HHA in determining if any City-owned land can be developed into a 100% affordable housing project of up to 60 units. This agreement also removes the “residency preference” on the Dzienko Court units beginning with the first vacancy after October 22, 2022. The City will explore opportunities with the HHA for the development on City-owned land of a municipally-sponsored project of up to 60 units that is creditworthy in accordance with COAH and UHAC regulations and income guidelines. Should the City and the HHA agree upon a proposed project, the City will enter into a Memorandum of Understanding (MOU) with the HHA in support of the project. Once an MOU is signed, the City will support the project’s application for 9% Low Income Housing Tax Credits (LIHTC).

iii. **Housing Authority of Bergen County (HABC):** HABC is proposing a mixed-use, 100% affordable project along Hudson Street, the purchase of the land for which, as of the date of this Amendment, continues to be in its due diligence period. Due to significant delays from the pandemic, this project is not ready for a tax credit application at this time. Should the City choose to support this project, it will enter into a Memorandum of Understanding with HABC and support the project’s application for 9% LIHTC tax credits for at least two funding cycles.

iv. **“Arena Diner” Project by Hampshire Properties:** [removed in its entirety].

b) In accordance with N.J.A.C. 5:93-5.5, the City recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor,
and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source in the event that the funding request is not approved. The City meets this obligation as follows: the City intends to fund a project with nine percent (9%) tax credits, if such funding is applicable to the particular project, and will adopt a resolution of intent to fund for any shortfall associated with the project. In the event that none of the projects specified above are able to secure nine percent (9%) tax credits within the parameters set forth above, the City may utilize other available funds, including four percent (4%) tax credits, alternative funding sources, and bonding for the project(s) that have not secured funding, or secure redevelopment agreements in accordance with the terms of paragraph 7 of the 2020 Settlement Agreement.

c) In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process, including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The City will choose a project and developer of that project, and will provide a proposed Construction Schedule and Pro Forma for the proposed project.

4. On November 5, 2020, following a duly noticed Fairness Hearing, the Honorable Gregg A. Padovano, J.S.C. issued an Order Approving Settlement between the City and FSHC. In light of this First Amendment, Hackensack and FSHC agree to request that the Court conduct review and approval of this First Amendment and the new compliance mechanisms identified herein at either a joint Fairness Hearing and Compliance Hearing, or at a separate Fairness Hearing, to be followed by a Compliance Hearing at a Court-ordered date in the future following the Fairness Hearing. The City shall present its planner as a witness at the hearing.

5. All other terms and provisions set forth in the FSHC Settlement Agreement and not expressly amended herein shall remain unchanged and are in full force and effect as previously approved by the Court.

6. The City and FSHC agree to defend this First Amendment and the FSHC Settlement Agreement, and all action taken in compliance thereunder, on appeal including in proceedings before the Superior Court, Appellate Division, and the New Jersey Supreme Court. The City agrees to continue to implement the terms unless and until an appeal of the Trial Court's approval is successful, at which point the Parties reserve their right to return to the status quo ante. In this regard, the City and FSHC acknowledge that the Parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the status quo ante.

7. This First Amendment and the FSHC Settlement Agreement may be enforced by the City or FSHC through a motion to enforce litigant's rights or a separate action filed in the Superior Court, Bergen County. If FSHC determines that such action is necessary, the City consents to the entry of an order providing FSHC party status as an intervenor solely for purposes of its motion to enforce litigant's rights.

8. Unless otherwise specified, it is intended that the provisions of this First Amendment are to be severable. The validity of any article, section, clause, or provision of this
9. This First Amendment shall be governed and construed by the laws of the State of New Jersey.

10. This First Amendment may not be modified, amended, or altered in any way except by a writing signed by both the City and FSHC.

11. This First Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same agreement.

12. The City and FSHC acknowledge that each has entered into this First Amendment on its own volition without coercion or duress after consulting with its counsel, that each person to sign this First Amendment is the proper person and possesses the authority to sign the First Amendment, that this First Amendment and the 2020 FSHC Settlement Agreement contain the entire understanding of the City and FSHC and that there are no representations, warranties, covenants or undertakings other than those expressly set forth in writing therein.

13. The City and FSHC acknowledge that this First Amendment was not drafted by the City or FSHC, but was drafted, negotiated, and reviewed by representatives of the City and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The City and FSHC each represent that: (a) it has been represented by counsel in connection with negotiating the terms of this First Amendment; and (b) it has conferred due authority for execution of this First Amendment upon the persons executing it.

14. The First Amendment and the 2020 FSHC Settlement Agreement constitute the entire agreement between the City and FSHC and supersede all prior oral and written agreements between the City and FSHC with respect to the subject matter hereof except as otherwise provided herein.

15. Anything herein contained to the contrary notwithstanding, the effective date of this First Amendment shall be the date upon which representatives of the City and FSHC have executed and delivered this First Amendment.

16. All notices required under this First Amendment ("Notice[s]") shall be written and shall be served upon the City and FSHC by certified mail, return receipt requested, or by a recognized overnight delivery service or by a personal courier. In addition, where feasible (for example, transmittals of less than 50 pages), Notices shall be served by facsimile or e-mail. All Notices shall be deemed received upon date of delivery. Delivery shall be effected to all interested parties and as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:
TO FSHC:
Adam Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
E-mail: adamgordon@fairsharehousing.org

TO THE CITY:
Nancy L. Holm, Esq.
Sureian, Edwards & Nolan, LLC
311 Broadway, Unit A
Point Pleasant Beach, NJ 08742
Email: nh@sureian.com

WITH A COPY TO THE CITY CLERK:
Deborah Karlsson, City Clerk
City of Hackensack
65 Central Avenue
Hackensack, NJ 07601
Email: dkarlsson@hackensack.org

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be properly executed, their corporate seals affixed and attested and this First Amendment to be effective as of the Effective Date.

Witness/Attest:

FAIR SHARE HOUSING CENTER:

By: Adam Gordon, Esq.
On Behalf of Fair Share Housing Center

Dated: 11/8/21, 2021

Witness/Attest:

CITY OF HACKENSACK:

By: John P. Labrosse, Mayor
On Behalf of the City of Hackensack

Dated: 11/10, 2021
SURENIAN, EDWARDS & NOLAN, LLC
Brielle Galleria
707 Union Avenue, Suite 301
Brielle, NJ 08730
(732) 612-3100
Attorneys for Declaratory Plaintiff, City of Hackensack
By: Jeffrey R. Surenian (Attorney ID: 024231983)
   Nancy L. Holm (Attorney ID: 013442006)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BERGEN COUNTY

DOCKET NO.: BER-L-5731-15

CIVIL ACTION – MOUNT LAUREL

ORDER OF FAIRNESS AND
PRELIMINARY ROUND 3
MOUNT LAUREL COMPLIANCE

THIS MATTER having been opened to the Court by Surenian, Edwards & Nolan, LLC, on behalf of declaratory plaintiff, City of Hackensack (hereinafter "the City" or "Hackensack") via a Declaratory Judgment Complaint filed on June 12, 2015 seeking approval of the City’s amended Round 3 Housing Element and Fair Share Plan (hereinafter "Fair Share Plan") in response to In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) ("Mount Laurel IV"); and the Court having appointed Mary Beth Lonergan, P.P., A.I.C.P. as the Special Master (hereinafter the "Special Master"); and Fair Share Housing Center ("FSHC") having participated in the City’s DJ Action as an “interested party;” and, on or around September 10, 2020 the City and FSHC having executed a Mount Laurel settlement agreement ("FSHC Agreement"), attached hereto as Exhibit A and incorporated by reference herein; and the FSHC Agreement having established the City’s fair share obligations and further having identified the framework of the City’s plan to satisfy same; and Honorabe Gregg A. Padovano, J.S.C. having scheduled a Mount Laurel Fairness
Hearing for October 22, 2020 to determine whether the FSHC Agreement is fair and reasonable to the region’s low- and moderate-income households; and the City having published notice of the Fairness Hearing in a newspaper of regional circulation and provided actual notice via certified mail to the Mount Laurel IV Service List, the City’s Service List, and to the various affordable housing advocacy groups in the region, and posting the Notice on the City’s website for public access; and an objection having been submitted on October 8, 2020 by members of the public identifying themselves as the WorkGroup of Hackensack; and the City responding to that objection on October 13, 2020; and, on October 14, 2020, Special Master Lonergan having issued a report which, among other things, recommended approval of the FSHC Agreement pursuant to the legal standard set forth in East/West Venture v. Bor. of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996); and, on October 22, 2020, the Court having conducted the duly-noticed Mount Laurel “Fairness Hearing;” and Special Master Lonergan having provided sworn testimony summarizing her October 14, 2020 Master’s Report and recommended approval of the FSHC Agreement; and the Court having considered the testimony of Michael Mistretta, P.P., L.L.A., and the Court Master, Mary Beth Lonergan, P.P., A.I.C.P., taken during the Fairness Hearing, as well as the comments of counsel for the City, FSHC, and from members of the public representing the objector WorkGroup of Hackensack; and the Court having also reviewed all of the documents submitted into evidence; and the Court being satisfied that the FSHC Agreement is fair and reasonable to the region’s very low-, low-, and moderate-income households; and for good cause having been shown:

It is hereby ordered on this 5th day of November 2020, as follows:

1. The City provided sufficient published and actual notice of the Fairness Hearing to the public and all known and potential interested parties.
2. Pursuant to the judicial standards set forth in *East/West Venture v. Bor. of Fort Lee*, 286 N.J. Super. 311 (App. Div. 1996), the FSHC Agreement is fair, reasonable, and adequately protects the interests of the region’s very low, low and moderate income households, and the Court hereby approves the FSHC Agreement, attached hereto as Exhibit A.

3. Pursuant to the judicial standards set forth in *East/West Venture v. Bor. of Fort Lee*, 286 N.J. Super. 311 (App. Div. 1996), the FSHC Agreement is approved because it is fair, reasonable, and adequately protects the interests of the region’s very low, low and moderate income households.

4. Per the FSHC Agreement, the City’s Rehabilitation Obligation is five hundred and eighty-two (582); its Prior Round Obligation is two hundred and one (201); and its allocation for Round 3 inclusive of a gap obligation and a prospective need obligation for the 26-year period between 1999 and 2025 is zero (0), due to the City’s status as a COAH-eligible Urban Aid Municipality per N.J.A.C. 5:93.

5. The City’s proposed plan to address the obligations set forth in the preceding paragraph, as set forth in the FSHC Agreement, is preliminarily approved because it complies facially with the relevant Mount Laurel laws, principles, and policies.

6. In order to secure final approval, the City must adopt, endorse, and file an amended Round 3 Housing Element and Fair Share Plan and take all the relevant actions set forth in the Special Master’s Report, dated October 14, 2020, no later than 120 days after the date of this Order.

7. FSHC and the City shall adhere to all other terms and conditions in the FSHC Agreement (Exhibit A), and all such terms and conditions are hereby incorporated by reference.

8. A duly-noticed Compliance Hearing is scheduled for March 3, 2021 at 10:00 a.m./p.m. during which the trial judge will consider whether the City’s amended
Round 3 Housing Element and Fair Share Plan creates a realistic opportunity for satisfaction of its fair share of housing that is affordable to the region’s low- and moderate-income households.

9. The City and Planning Board’s temporary immunity from all Mount Laurel lawsuits shall remain in effect through thirty (30) days after the scheduled Compliance Hearing date as may be extended by the Court.

10. Counsel for the City shall provide copies of this Order to the City’s Service List within seven (7) days of receipt.

[HON. GREGG A. PADOVANO, J.S.C.]
APPENDIX C.
CITY OF HACKENSACK 2020-2025 DRAFT SPENDING PLAN
CITY OF HACKENSACK
THIRD ROUND AFFORDABLE HOUSING TRUST FUND SPENDING PLAN

I. INTRODUCTION

The City of Hackensack, Bergen County did not petition the Council on Affordable Housing (COAH) for substantive certification during either the First Round or Second Round. The first Housing Element and Fair Share Plan was adopted October 26, 2006 and prepared by Stan Slachetka, AICP, P.P. The following Housing Element was dated November 22, 2010 and adopted by Planning Board Resolution on April 3, 2011. The City Council later endorsed the plan and directed it to be filed with COAH without a petition requesting substantive certification on November 12, 2013 by Resolution No. 447-13. A development fee ordinance creating dedicated revenue source for affordable housing was adopted on May 17, 2011 by Ord. No. 11-2011. Said Development Fee Ordinance established the City’s Affordable Housing Trust Fund. After preparing and reviewing an Affordable Trust Fund Spending Plan, the City Council adopted a resolution directing COAH to review the City of Hackensack’s Affordable Housing Trust Fund Spending Plan by Resolution dated June 21, 2011. The City established an interest-bearing housing trust fund account in December 2013, and entered into an Escrow Agreement between the City, COAH, and TD Bank which was signed on January 6, 2014.

On December 22, 2020, the City revised its Development Fee Ordinance to make it consistent with the City’s Settlement Agreement with Fair Share Housing Center (“FSHC”), Mount Laurel IV, the Fair Housing Act, and applicable COAH Regulations. On December 13, 2021, the Court approved the City’s amended Development Fee Ordinance, with the consent of FSHC and support of the Court Master.

This Spending Plan has been prepared in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and the Fair Housing Act (N.J.S.A. 52:27D-301). This spending plan is submitted to the Superior Court of New Jersey for approval.

As of December 31, 2021, the City had a balance of approximately $2,656,275 in the Affordable Housing Trust Fund. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing Affordable Housing Trust Fund at TD Bank, located at 111 River Street, in Hackensack, for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:93-8.16 as described in the sections that follow.

1. REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated through the remaining third round prospective need period (2022-2025), the City has considered the following:

(a) Development fees:
1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL):

Currently, there are no actual or committed payments in lieu of construction from any developer, although such payments may be collected in the future.

(c) Other funding sources:

Funds from other sources have not been collected.

(d) Projected interest:

Interest on the projected revenue in the municipal Affordable Housing Trust Fund at the current average interest rate 0.50% simple interest.

2. REVENUE PROJECTION

The City of Hackensack, as reported by the New Jersey Department of Community Affairs (NJDCA) Construction Code Reporter, issued seven-hundred and ninety-two (792) permits authorizing the new construction of residential units1 and 2 family housing units through September 2020, including two (2) for single-family units, three (3) for 3-or-4 family units and seven-hundred and eighty-seven (787) for 5-or-more family units. In the year prior, the City issued seven-hundred and eighty-four (784) permits authorizing the new construction of residential units 1 and 2 family housing units during 2019, including three (3) for 3-or-4 family units and seven-hundred and eighty-one (781) for 5-or-more family units. Additionally in 2019, the City issued building permits for 2,083 square feet of A-2 non-residential space, 43,328 square feet of industrial space, 526,750 square feet of institutional use, 1,945 of storage space, and 89 square feet of non-residential use as “signs, fences, utility & misc.” space.

While the building permits issued in recent years point to an increase in housing units, many of the permits indicate approvals for buildings over 5 units. The permitting history and the rate of development are overwhelmingly comprised of larger, multi-family developments. Anecdotally, these developments have largely contributed fees to the City’s Affordable Housing Trust Fund through Redevelopment agreements, rather than the 1.5% residential development fee. Therefore, in order to anticipate future income from residential development fees, the following projection will utilize estimates from developments that are less than 5 units and are more likely to be single-family or 1 and 2 family homes. Thus, the City anticipates issuing permits authorizing approximately thirty (30) housing units over the balance of the prospective third round period. This estimated projection is based on the fact
that, (i) the City is virtually a fully developed community, and (ii) from 2015 to 2019, the City issued, 28 permits authorizing the new construction of housing units for developments less than 5 units, or an average of about six (6) per year. The projection of development fees realized from residential development requires the application of the City’s equalization rate and establishment of an average equalized assessed value for housing. The City’s equalization rate for 2020 is 94.94%\(^1\) and the average residential assessment in the City is $250,632.38\(^2\). Dividing the average value of housing by the equalization rate yields the average equalized assessed value for housing, being thusly $263,990.29 ($250,632.38/0.9494). As this plan assumes the approximate development of an estimated thirty (30) units that are within developments under 5 units over the remainder of the Third Round period, the City may potentially realize a residential development fee collection of approximately $79,197 based on the multiplication of average equalized housing value of $263,990.29 x 20 units x the residential development fee of 1.5% of equalized assessed value.

As mentioned above, the City’s Trust Fund has largely received income in the form of fees garnered through Redevelopment agreements to date. In total, the City has received payments totaling approximately $3,500,000 through these Redevelopment fees. Since many of these payments are structured based on the progress of construction of the project, similar to the provisions outlined for development fees in the City’s Ordinance, there are a number of pending payments that the City anticipates. Under all new Redevelopment Agreements that do not include an affordable set-aside, fees are collected at the 1.5% residential development fee rate. Overall, for the purposes of projecting future income, the City estimates an additional $2,150,000 through 2025. This is a projection and an estimation only for the purposes of the Spending Plan, and does not commit the City to collecting this amount by 2025.

The City began collecting non-residential development fees in October 2021. The City collected approximately $325,665 from 4 non-residential projects in 2021. However, assuming 4 non-residential projects per year for the next 3 years Thus, the City may potentially realize a non-residential development fee collection of approximately $976,995 through 2025.

Therefore, as of December 2021, the City had an amount of $2,656,275 in the Affordable Housing Trust Fund. When adding the potential development fee collection amount of approximately $79,197 in residential development fees, $2,150,000 in fees for ongoing Redevelopment, $976,995 in non-residential development fees, and account interest of approximately $13,281 on existing funds (assuming a 0.50% fixed interest rate), a potential total development fee revenue of approximately $3,219,473 results. Combining the existing funds with the projected funds, the City projects a total account balance of $5,875,749 through 2025.

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\(^1\) “Table of Equalized Valuations”, New Jersey Department of the Treasury. 2020.

\(^2\) Hackensack, 2020 Municipal User Friendly Budget, Adopted.
TABLE 1: PROJECTED REVENUES HOUSING TRUST FUND
HACKENSACK, BERGEN COUNTY, NEW JERSEY

<table>
<thead>
<tr>
<th>SOURCE OF FUNDS</th>
<th>PROJECTED REVENUES-HOUSING TRUST FUND – 2022 THROUGH JUNE 2025</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2022</td>
</tr>
<tr>
<td>(a) Projected Income</td>
<td></td>
</tr>
<tr>
<td>1. Approved Development</td>
<td></td>
</tr>
<tr>
<td>2. Development Pending Approval</td>
<td></td>
</tr>
<tr>
<td>3. Projected Residential &amp; Non-residential Development</td>
<td>$264,048</td>
</tr>
<tr>
<td>(b) Payments in Lieu of Construction</td>
<td></td>
</tr>
<tr>
<td>(c) Other Funds</td>
<td>$537,500</td>
</tr>
<tr>
<td>(d) Interest on Existing *</td>
<td>$3,320</td>
</tr>
<tr>
<td>Total</td>
<td>$804,868</td>
</tr>
</tbody>
</table>

*Table assumes a 0.50% fixed interest rate

The City of Hackensack estimates and projects a potential total of approximately $79,197 in residential development fees, approximately $2,150,000 in fees from ongoing Redevelopment, $976,995 in non-residential development fees, and account interest of approximately $13,281 on existing funds (assuming a 0.50% fixed interest rate), for a potential total development fee and other revenues of approximately $3,219,473 between January 2022 and June 30, 2025. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.
3. **ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS**

The following procedural sequence for the collection and distribution of Development Fee revenues shall be followed by the City of Hackensack:

(a) **Collection of Development Fee revenues:**

Collection of Development Fee revenues shall be consistent with the City of Hackensack’s Development Fee ordinance for both residential and non-residential developments in accordance with COAH’s rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

Pursuant to a development approval by the Board having jurisdiction, the City clerk will notify the construction official of the approval. At the time of construction permit application, the construction official will notify the tax assessor and request an initial calculation of the equalized assessed value (EAV) of the proposed development and the resulting fee to be posted. One-half of the fee will be due at the time of issuance of the first building permit. For non-residential development only, the developer will be provided a copy of Form N – RDF “State of New Jersey Non-Residential Development Certification/Exemption”. This form will be used by the tax assessor to verify exemptions and to prepare estimated and final assessments.

At the time of request for the final inspection, the construction official will notify the tax assessor and request confirmation of, or modification of, the initial (EAV) as the case may be. The final (EAV) will be provided to the developer within ten (10) days of the request for final inspection. Payment of the fee will then become a condition of issuance of the certificate of occupancy.

(b) **Distribution of Development Fee revenues:**

A general description of the distribution of revenues is provided below:

The Hackensack Housing Liaison forwards a requisition of affordability assistance and administrative costs (routine expenditures) and costs for municipally sponsored 100% affordable housing development (significant expenditures) to the Finance Department recommending the expenditure of development fee revenues as set forth in this spending plan. The Finance Department reviews the request for consistency with the spending plan.

Once a request is approved by the Finance Department, the request is presented to the City Council for approval. After receiving City Council approval, the City of Hackensack Administrator releases the requested revenue from the trust fund for the specific use.
4. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation projects N.J.A.C. (N.J.A.C. 5:93-8.16(a))

The City will continue to participate in the Bergen County Community Development Block Grant (CDBG) Program Home Improvement Program until the remaining rehabilitation obligation has been fully satisfied. Additionally, the City will dedicate funds towards supplementing hard costs for the rehabilitation of a portion of the 152 units to be rehabilitated through the County Program, in the case that the County request or require municipal funding or assistance. The City is not establishing its own rehabilitation program. In the case that the County program is ever abandoned or loses its funding, the City shall amend the Spending Plan to fund the balance of its present need. Alternatively, in the event that the County program sufficiently addresses the City’s rehabilitation obligation, the City reserves the right to amend the Spending Plan to allocate funds to other affordable housing activities.

Rehabilitation expenditure: $500,000

(b) Costs Associated with the New Construction of City Sponsored, 100% Affordable Project(s) (N.J.A.C. 5:93-8.16(a))

The City will dedicate funding towards the construction of units in a City-sponsored, 100% Affordable project. Additional funding towards the project will likely be sought through and be the subject of a 9-percent NJHMFA tax credit application.

City Sponsored, 100% Affordable Project(s) expenditure: $2,327,219

(c) Affordability Assistance (N.J.A.C. 5:93-8.16(c))

The City of Hackensack is required to spend a minimum of 30 percent of development fee revenue to render units more affordable and at least one-third of that amount must be dedicated to very-low income households or to create very-low income units (i.e. households earning less than 30 percent of the regional median income). The actual affordability assistance minimums are calculated on an ongoing basis based on actual revenues.

<table>
<thead>
<tr>
<th>TABLE 2: PROJECTED MINIMUM AFFORDABILITY ASSISTANCE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>HACKENSACK, BERGEN COUNTY, NEW JERSEY</td>
</tr>
<tr>
<td>Actual Development Fees and Income through 12/2021</td>
</tr>
<tr>
<td>Development fees and other income projected 2022-2025</td>
</tr>
<tr>
<td>Interest projected 2022-2025</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
<tr>
<td>30 percent requirement x 0.30</td>
</tr>
<tr>
<td>Less Affordability assistance expenditures through 12/2021</td>
</tr>
<tr>
<td><strong>PROJECTED MINIMUM Affordability Assistance Requirement 01/2022 through 6/30/2025</strong></td>
</tr>
<tr>
<td><strong>PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 01/2022 through 6/30/2025</strong></td>
</tr>
</tbody>
</table>


The City will dedicate at least $2,016,681 from the Affordable Housing Trust Fund to render units more affordable. Of this amount, $672,227 will be utilized to encourage private sector provision of very low-income units through the offering of a subsidy for the development of said units. The City reserves the right to use even more of its affordability assistance funds to help subsidize low and/or very low-income units. In addition, the City will utilize such funds for any emergency repairs of older affordable units in the City, should that be necessary.

The City will dedicate Affordability Assistance funding from the Affordable Housing Trust Fund to render the units constructed in a municipally sponsored 100% affordable project to be more affordable; to provide a first month’s rent and program for rental units; and to provide a down payment assistance program for for-sale units, as follows.

i. Creation of very low-income units in a municipally sponsored 100% affordable project ($1.5M);

ii. Additional affordability assistance:
   a. Rental Units:
      i. First month’s rent program ($216,181).
   b. For-Sale Units:
      i. Down payment assistance up to $15,000 per unit ($250,000);
      ii. Emergency Repairs for minimum project size of $1,000 ($50,000).

An Affordability Assistance Manual has been prepared and adopted for the City. However, as the Spending Plan has been revised, the amounts in Exhibit 1 of the Manual will need to be revised to reflect the above breakdown.

**Total Affordability Assistance Expenditure:** $2,016,681

(d) **Administrative Expenses (N.J.A.C. 5:93-8.16(e))**

The City of Hackensack may use affordable housing trust fund revenue for related administrative costs up to a 20 percent limitation pending funding availability after programmatic and statutory affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis based on actual revenues.

| TABLE 3: PROJECTED MAXIMUM ADMINISTRATIVE EXPENSE REQUIREMENTS |
| HACKENSACK, BERGEN COUNTY, NEW JERSEY |
| Actual Development Fees and Interest through 12/2021 | $3,502,799 |
| Development fees and other income projected 2022-2025 | + |
| Interest projected 2022-2025 | + |

$3,219,473

Total | = |

$6,722,272

20 percent cap | x 0.20 |

$1,344,454
The City projects that no more than $1,344,454 will be available from the Affordable Housing Trust Fund to be used for administrative purposes. The City has expended approximately $346,122, and therefore, the remaining allowable expenditures are capped up to $1,031,849 unless in the future additional development fees are collected.

Administrative expenses are limited to 20 percent of what is actually collected. Based upon the total development fees collected, the present 20% cap as of December 2021 is limited to $700,559. Since the City has expended $346,122 to date, and presently only $387,955 in funds are available under the present 20% cap for administrative costs until additional projected development fees are collected.

Projected administrative expenditures, subject to the 20 percent cap, are as follows:

1) Personnel wages, salaries and benefits for administering affordable housing activities;
2) Consulting fees for the preparation of Housing Element/Fair Share Plans, assisting other affordable housing activities including, but not limited to, professional planner and professional engineer consultant fees;
3) Fees for other consulting activity as may be found necessary supportive of affordable housing provision, including office supplies;
4) Legal fees; and
3) Fees for the administration of Affordability Assistance programs by qualified entities retained by the City of Hackensack.

**Total Administrative Expenses Expenditure:** $1,031,849

### 5. EXPENDITURE SCHEDULE

Upon approval by the Court, the City acknowledges that the expenditures of funds contemplated herein shall constitute the “commitment” for expenditure required pursuant to N.J.S.A 52:27D-329.2 and -329.3, with the four-year time period contemplated therein commencing in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff’d 442 N.J. Super. 563).

Where applicable, the funding schedule below parallels the proposed strategies presented thus far by the City, and is summarized as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less Administrative expenditures through 12/2021</td>
<td>$346,122</td>
</tr>
<tr>
<td>PROJECTED MAXIMUM ADMINISTRATIVE EXPENDITURES 2022 through 6/30/2025</td>
<td>$1,031,849</td>
</tr>
</tbody>
</table>
### TABLE 4: PROJECTED EXPENDITURE SCHEDULE 2022 - 2025

**HACKENSACK, BERGEN COUNTY, NEW JERSEY**

<table>
<thead>
<tr>
<th>Program [Individually list programs and projects e.g. Rehab, Accessory Apartments, for-sale and rental municipally sponsored, etc.]</th>
<th>Number of Units Projected</th>
<th>PROJECTED EXPENDITURE SCHEDULE 2022 - 2025</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2022</td>
</tr>
<tr>
<td>City-sponsored 100% Affordable Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplemental Funding to BCHIP for Remaining Rehabilitation Obligation</td>
<td></td>
<td>$250,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Programs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Affordability Assistance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Future Total 2021-2025</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6. **EXCESS OR SHORTFALL OF FUNDS**

The City of Hackensack acknowledges that the actual amount of the Development Fees collected may be less than what is projected in this spending plan for a variety of reasons, including, but not limited to: (a) a moratorium on collection of fees may be imposed by law; and (b) the actual amount of development in the City may be less than what is anticipated. Should there be a shortfall of funds; the City agrees that in no event shall it utilize more than 20% of the Development Fees collected for administration and the City agrees to adopt a resolution of intent to fund bond if necessary to cover any shortfall.

The City intends to expend all current and future revenues toward the mechanisms, including the funding of and new construction projects, as described in this Spending Plan. In the event of an excess of funds, these would be dedicated toward supplementing any programs or projects within the regulatory limits as described herein.

II. **SUMMARY**

The City of Hackensack intends to spend Affordable Housing Trust Fund revenues pursuant to N.J.A.C. 5:93-8.16 and consistent with the housing programs outlined in the Housing Element and Fair Share Plan that evolves from the City’s ongoing compliance efforts.

The City of Hackensack had a balance of $2,656,275 as of December 2021 and anticipates an additional $3,206,192 in revenues for the remainder of the Third Round prospective need period, or January 2022 to June 2025, with interest in the amount of $13,281 on existing funds, for a total of $5,875,749. The City may dedicate $2,327,219 towards a City-sponsored 100% Affordable project(s), $500,000 as supplemental funding to BCHIP towards the City’s Rehabilitation obligation, $2,016,681 to render units more affordable, and no more than $1,031,849 based on projected income to cover administrative costs, or $387,955 based on current income into and administrative expenditures from the account. The City anticipates that the balance of revenues collected less expenses from 2022 to 2025 will be as close to zero dollars ($0) as possible whereas any excess funds would be dedicated toward supplementing any programs or projects within the limits as described herein.
### TABLE 5: SPENDING PLAN SUMMARY

**HACKENSACK, BERGEN COUNTY, NEW JERSEY**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Balance as of 12/31/2021</strong></td>
<td>$2,656,275</td>
</tr>
<tr>
<td><strong>PROJECTED REVENUE 01/2022 – 6/30/2025</strong></td>
<td></td>
</tr>
<tr>
<td>Development fees</td>
<td>+ $1,056,192</td>
</tr>
<tr>
<td>Redevelopment Fees/Other Funds</td>
<td>+ $2,150,000</td>
</tr>
<tr>
<td>Interest on existing funds</td>
<td>+ $13,281</td>
</tr>
<tr>
<td><strong>Subtotal Projected</strong></td>
<td>= $3,219,473</td>
</tr>
<tr>
<td><strong>TOTAL ACTUAL ACCOUNT BALANCE AND PROJECTED REVENUE</strong></td>
<td>= $5,875,749</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
</tr>
<tr>
<td>Funds Used for City-Sponsored 100% Affordable Project</td>
<td>- $2,327,219</td>
</tr>
<tr>
<td>Funds Towards the City’s Rehabilitation Obligation</td>
<td>- $500,000</td>
</tr>
<tr>
<td>Affordability Assistance</td>
<td>- $2,016,681</td>
</tr>
<tr>
<td>Administration</td>
<td>- $1,031,849</td>
</tr>
<tr>
<td><strong>TOTAL PROJECTED EXPENDITURES</strong></td>
<td>= $5,875,749</td>
</tr>
<tr>
<td><strong>REMAINING BALANCE</strong></td>
<td>= $00.00</td>
</tr>
</tbody>
</table>
APPENDIX D.1.
INCLUSIONARY OVERLAY ZONE (IO-1) ORDINANCE NO. 02-21
ADOPTED JANUARY 26, 2021
<table>
<thead>
<tr>
<th>Council Member</th>
<th>Intro</th>
<th>Second</th>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
<th>Absent</th>
<th>Excused</th>
</tr>
</thead>
<tbody>
<tr>
<td>Von Rudenborg</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy Mayor Canestrino</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy Mayor Sims</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battaglia</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mayor Labrosse</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CITY OF HACKENSACK**

**RESOLUTION NO. 22-21**

**FINAL ADOPTION OF ORDINANCE 02-2021 AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 175, “ZONING ORDINANCE OF THE CITY OF HACKENSACK”, OF THE CODE OF THE CITY OF HACKENSACK TO CREATE THE INCLUSIONARY OVERLAY ZONE (IO-1)**

Motion offered by Deputy Mayor Canestrino and seconded by Deputy Mayor Sims that there be a public hearing.

**PUBLIC HEARING – No one wished to speak.**

Motion offered by Deputy Mayor Canestrino and seconded by Deputy Mayor Sims that the public hearing be closed.

**BE IT RESOLVED** by the City Council of the City of Hackensack, County of Bergen and State of New Jersey, that Ordinance No. 02-2021 has passed its second and final reading and is hereby adopted.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK HELD ON JANUARY 26, 2021.**

[Signature]

DEBORAH KARLSSON, CITY CLERK
CITY OF HACKENSACK
ORDINANCE NO. 02-2021

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 175, “ZONING ORDINANCE OF THE CITY OF HACKENSACK”, OF THE CODE OF THE CITY OF HACKENSACK TO CREATE THE INCLUSIONARY OVERLAY ZONE (IO-1)

WHEREAS, the New Jersey Supreme Court and New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA") that every municipality in New Jersey has an affirmative obligation to facilitate the provision of low- and moderate-income housing; and

WHEREAS, the City of Hackensack entered into a Settlement Agreement with Fair Share Housing Center on September 10, 2020 (hereinafter the “Settlement Agreement”) that determines the municipality’s affordable housing obligation and the preliminary compliance plan for how the obligation will be addressed; and

WHEREAS, the Settlement Agreement was approved by the Superior Court of New Jersey at a Fairness Hearing on October 29, 2020, memorialized in a Court Order dated November 5, 2020 (Docket No. BER-L-5731-15); and

WHEREAS, Section 7 of the Court-approved Settlement Agreement requires the City of Hackensack to create one or more overlay zones containing parcels in delineated areas along the Main Street / Johnson Avenue, Essex Street / Hudson Street, and Railroad Avenue corridors, (shown in the maps attached hereto) which shall permit densities ranging from 35 to 50 units per acre and requiring ten-percent (10%) of all residential units created in accordance with the overlay zone standards to be set aside for low- and moderate-income households; and

WHEREAS, consistent with the requirements of that Settlement Agreement, the City worked collaboratively with Fair Share Housing Center and the Court-appointed Special Master to draft such overlay zoning standards, which are contained hereinafter.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Hackensack, County of Bergen, State of New Jersey, that §175- 4.3 shall be added to Article IV, “District Regulations” in Chapter 175, “Zoning Ordinance of the City of Hackensack”, and shall read as follows:

A. Purpose:

(1) To provide for the realistic opportunity for the development of affordable housing for households of low and moderate income, as required by Southern Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. and consistent with a Settlement Agreement between the City of Hackensack and Fair Share Housing Center executed on September 10, 2020 and approved by the Superior Court of New Jersey at a Fairness Hearing on October 29, 2020, memorialized in a Court Order dated November 5, 2020 (Docket No. BER-L-5731-15).

(2) This Section establishes the Inclusionary Overlay Zone (IO-1), which shall be divided, as shown in the attached tables entitled “Properties within the Inclusionary Overlay Zone – IO-1” and shown in the attached maps, into three sub-zones:

a) IO-1A, encompassing properties identified along Essex Street and Hudson Street south
of the Downtown Rehabilitation Area;

b) IO-1B, encompassing properties identified along Main Street and Johnson Avenue north of the Downtown Rehabilitation Area; and

c) IO-1C, encompassing properties identified on the east and west sides of Railroad Avenue, west of the Downtown Rehabilitation Area and generally between Atlantic Street and Essex Street.

(3) The IO-1A, 1B, and 1C sub-zone districts shall both permit mixed commercial / residential development (except that mixed commercial / residential is prohibited east of Railroad Avenue in the IO-1C sub-zone) or sole-use multi-family residential development meeting the use, bulk, and design standards contained hereinafter provided that at least 10% of all residential units created pursuant to the overlay zone standards shall be set aside for low- and moderate-income households as provided for elsewhere in this ordinance.

(4) The overlay zone provides an alternative to the underlying zone districts’ regulatory provisions, which are and shall remain in force. Any developer or property owner that wishes to develop or use a property in a manner consistent with the existing, underlying zoning may do so and not be subject to the requirements of overlay zone, EXCEPT that any new residential or mixed commercial / residential development or redevelopment project within the IO-1 overlay boundaries shall be subject to the affordable housing set-aside requirements of the overlay zone. Any existing development on a parcel within the overlay zone that is compliant with the requirements of the underlying zoning may continue or expand as it would have prior to the adoption of this overlay zone.

(5) The standards of the IO-1C overlay sub-zone shall not supersede the standards of the Prospect – Railroad – Essex – Beech Redevelopment Plan where the 1C sub-zone overlaps the Redevelopment Area, except that the affordable housing set-aside requirements of the overlay zone must be adhered to within that overlap and any inclusionary residential development within the overlap shall be permitted to develop at a density of 792 square feet of lot area per dwelling unit.

B. Permitted Use: The following uses shall be permitted on any property within the IO-1A, 1B, and 1C sub-zones provided that a minimum of 10% of all residential units in any building or buildings developed pursuant with this overlay zone ordinance shall be affordable to low- and moderate-income households consistent with the requirements of Chapter 45A, “Affordable Housing” or any superseding section of the City’s regulatory code and all applicable superseding State and Federal statutes and regulations including the Uniform Housing Affordability Controls at N.J.A.C. 5:80-26.1 et seq. (with the exception that very-low income units shall comprise at least 13% of affordable units and be affordable for households earning 30% of regional median income) and COAH regulations at N.J.A.C. 5:93-1 et seq.

In the event that 10% of the total number of residential units does not equal a full integer, the fractional number of units shall be rounded upward to provide one additional whole unit (e.g. 10% of 53 units = 5.3 units, round up to 6 units).

Permitted uses are as follows:

(1) Sole-use multifamily development, without commercial or other non-residential principal uses;

(2) In the IO-1A and IO-1B sub-zones only, mixed commercial/residential buildings (a.k.a. mixed-use), with commercial uses only at or below the ground level and residential units above the ground level, provided that:
a) The ground story commercial component of any mixed commercial and residential building shall have its primary entrance on Main Street, Essex Street, Hudson Street, or Johnson Avenue. Other than residential lobbies and accessory uses for residents, ground story uses shall be limited to the following:

i. Retail stores and shops where products to be sold are stored within a fully enclosed building, but specifically excluding pawnshops, the sale of used furniture, appliances, machinery, clothing or other used manufactured goods, including antique shops. Recognized charitable rummage sales for a limited period (2 weeks) are not included in this exclusion;

ii. Art gallery, studios for dancing, photography, sculpture or musical instruction or instruction in physical self-defense;

iii. Bakery where products are sold for retail purposes only;

iv. Bank or trust company or savings and loan institutions, except drive-in facilities;

v. Day care, nursery school, child care center;

vi. Delicatessen store;

vii. Restaurants;

viii. Bars;

ix. Drug stores;

x. Florist shop;

xi. Hardware stores;

xii. Package liquor store;

xiii. Personal service establishments, including tailor, dressmakers, shoe repair, barbershop, beauty parlors, nail and hair salons, specifically excluding public garages;

xiv. Pet shops;

xv. Professional offices, business offices, medical offices, governmental offices;

xvi. Travel agencies or offices;

xvii. Appliance stores;

xviii. Book and stationary stores;

xix. Dry goods and variety stores;

xx. Furniture stores / Office equipment;

xxi. Hobby and craft stores;

xxii. Painting, plumbing and wallpaper stores;

xxiii. Photographic equipment and supply stores;

xxiv. Supermarkets;

b) This section shall not be interpreted as permitting hotels or other temporary lodging facilities as a use in any building constructed or converted to conform to this ordinance section.

c) Mixed-use shall be permitted in the IO-1C sub-zone west of Railroad Avenue subject to the standards of the Prospect – Railroad – Essex – Beech Redevelopment, except that the inclusionary set-aside requirements of the overlay zone must be adhered to, and the maximum permitted residential density shall be 792 square feet of lot area per unit.

C. Accessory Use: Any of the following accessory uses may be permitted within the IO-1A, 1B, and 1C Districts, only on the same lot(s) as a permitted principal use:
(1) Accessory uses customarily incidental to a permitted principal use;
   a) This shall include residential amenity spaces and services such as recreational or fitness
      spaces, child care services, and clothing laundry rooms and/or services provided that
      these spaces and services are exclusively for use by residents and their guests.
(2) Outdoor dining in a mixed-use development;
(3) Off-street parking and loading facilities;
(4) Fences;
(5) Signs;

D. Conditional Use:
   (1) Automatic coin-operated laundries (launderettes) shall be permitted as a ground story use in a
       permitted mixed-use development provided that it meets the requirements of this Chapter and
       Section 175-8.2 of the City’s Zoning Ordinance with the exception of §175-8.2.A.

E. Prohibited uses: While any use not specifically permitted in the IO-1A, B, or C zones shall be presumed to
   be prohibited, the following uses are explicitly prohibited:

   (1) Acetylene gas manufacture or storage;
   (2) Adult day care centers;
   (3) Adult entertainment / retail sales;
   (4) Alcohol manufacture;
   (5) Ammonia, chlorine or bleaching powder manufacture;
   (6) Boarding houses, rooming housing, and half-way houses;
   (7) Carousels, ferris wheels, merry-go-rounds, roller coasters, miniature and practice golf
       courses, shooting galleries;
   (8) Arsenals, storage or manufacture of gun powder, ammunition and blasting material;
   (9) Asphalt manufacture or refining;
   (10) Auction rooms; flea markets;
   (11) Auto laundries;
   (12) Automobile junk-yards or wrecking yards;
   (13) Billiards hall;
   (14) Blast furnace, forge plants, rolling mills, foundry;
   (15) Boiler works;
   (16) Brick, pottery, tile or terra-cotta for manufacturing purposes;
   (17) Celluloid or film manufacture or extraction of products there from;
   (18) Chemical manufacture or storage of chemicals having a flammable, explosive or toxic base or which have an odor;
   (19) Cement, cinder block, lime, gypsum or plaster of Paris manufacture;
   (20) Coke ovens;
   (21) Community drop-in centers, homeless centers or rehabilitation centers for those afflicted with drug abuse alcoholism,
       disease, or mental illness;
   (22) Cotton oil manufacture;
   (23) Disinfectant, insecticide or poison manufacture;
   (24) Distillation of coal, petroleum, refuse, grain, wood or bone;
   (25) Dog pounds or animal shelters;
   (26) Drive-thru’s;
   (27) Dye manufacture;
   (28) Emery cloth and sandpaper manufacture;
   (29) Establishments for the distribution of free food, toiletries, clothes, household goods,
       etc. including soup kitchens;
   (30) Explosives or fireworks manufacture and storage;
   (31) Fat-rendering plant;
   (32) Fertilizer manufacture;
   (33) Fish and meat: wholesale smoking or curing;
   (34) Freak shows;
   (35) Free standing news racks;
   (36) Glue, size, adhesive or gelatin manufacture;
   (37) Grain drying or food manufacture from refuse, marsh or grain;
   (38) House-wreckers yard or secondhand lumberyard;
(39) Incineration, except publicly owned incinerators or accessory to an apartment building or hospital;
(40) Reduction, storage or dumping of slaughter house refuse, rancid fats, garbage, dead animals or offal;
(41) Junk-yards or the storage, sorting or bailing of junk, scrap iron, paper, bottles, metal or rags;
(42) Marijuana and Vape Sales, Distribution, Manufacturing
(43) Match manufacture;
(44) Motels, tourist camps or cabins; trailer camps or courts (inns are permitted);
(45) Oilcloth and linoleum manufacture;
(46) Paint, oil, varnish, turpentine, shellac, enamel, japan, lacquer or solvents manufacture;
(47) Paper pulp manufacture;
(48) Pawn shops;
(49) Petroleum refining;
(50) Plasma center;
(51) Plastics manufacture or the manufacture of articles from plastic having an inflammable base;
(52) Potash works;
(53) Power forging, riveting, hammering, punching, chipping, drawing, rolling or tumbling of metals except as necessary incident of manufacture of which these processes form a minor part and which are carried on without objectionable noise audible beyond the limits of the lot;
(54) Printing ink manufacture;
(55) Quarry, sand-pits, gravel pits, topsoil stripping;
(56) Raw hides or skins storage, cleaning, curing, pickling or tanning or retaining;
(57) Rock or stone crusher;
(58) Rubber, latex or gutta-percha manufacture or treatment;
(59) Sexually Oriented Business Establishment;
(60) Shoddy manufacture or wool scouring;
(61) Slaughtering or wholesaling of animals or fowl;
(62) Smelting, smelters, and foundries;
(63) Soap manufacture;
(64) Starch, glucose or dextrin manufacture;
(65) Steel furnace or rolling mill;
(66) Stockyards;
(67) Sugar refining;
(68) Sulphurous, sulfuric, acetic, nitric, picric, carbolic or hydrochloric acid manufacture;
(69) Tar distillation or manufacture;
(70) Tallow, grease or lard manufacture or refining;
(71) Tattoo Parlor Shops
(72) Tobacco manufacture or treatment;
(73) New or used automobile sales;
(74) Use Group H-High hazard use as defined in the Building Code;
(75) Yeast plant;

F. Bulk: The following requirements shall apply to the IO-1A, 1B, and 1C Sub-zones, except where otherwise specified in the table below, and except that any property west of Railroad Avenue in the IO-1C sub-zone shall be subject to the standards in the Prospect—Railroad—Essex—Beech Redevelopment Plan, with the exception of residential density as provided in the table.

<table>
<thead>
<tr>
<th>Lot Size (sq. ft.)</th>
<th>Mixed Commercial / Residential (a.k.a. Mixed-Use)</th>
<th>Sole-Use Multi-Family Residential</th>
</tr>
</thead>
<tbody>
<tr>
<td>10,000</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>100</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mixed Commercial / Residential (a.k.a. Mixed-Use)</td>
<td>Sole-Use Multi-Family Residential</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>Min. Front Yard (ft.)</td>
<td>No front yard required, except not closer than 12 feet from back of curb</td>
<td>25</td>
</tr>
<tr>
<td>Min. Side Yard, Interior (ft.)</td>
<td>No side yard is required, however, if a yard is provided, it shall be no less than six (6) feet.</td>
<td>15</td>
</tr>
<tr>
<td>Min. Side Yard, Secondary Street (ft.)</td>
<td>No side yard is required, however, if a yard is provided, it shall be no less than six (6) feet.</td>
<td>15</td>
</tr>
<tr>
<td>Min. Rear Yard (ft.)</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Max. Height (stories/ft.)</td>
<td>4 stories / 48 feet for properties in the IO-1A</td>
<td>4 stories / 48 feet for properties in the IO-1A</td>
</tr>
<tr>
<td></td>
<td>5 stories / 55 feet for properties in the IO-1B Sub-zone</td>
<td>5 stories / 55 feet for properties in the IO-1B Sub-zone</td>
</tr>
<tr>
<td>Max. Lot Coverage (%)</td>
<td>80</td>
<td>50</td>
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<td>Min. Lot Area (Square Feet) per Dwelling Unit (a.k.a. Maximum Density)</td>
<td>871 lot s.f. per d.u., except that 792 lot s.f. per d.u. shall be permitted on lots one-half acre in area or larger in the IO-1B Sub-zone</td>
<td>1,225 lot s.f. per d.u. in both the IO-1A and 1B Sub-zones, except that 792 lot s.f. per d.u. on lots one-half acre in area or larger in the in the IO-1B Sub-zone or on any lot in the IO-1C Sub-zone.</td>
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<tr>
<td>Min. Height Ratio, front</td>
<td>None</td>
<td>None</td>
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<tr>
<td>Min. Height Ratio, side</td>
<td>None</td>
<td>None</td>
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<tr>
<td>Min. Height Ratio, rear</td>
<td>None</td>
<td>None</td>
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| Setbacks Between Buildings on the Same Lot | Cartway width of any internal drives/roads, plus:  
• 20 feet where either building wall has windows to dwelling units or amenity space.  
• 10 feet where neither building wall has windows except for windows from stairwells, hallways, or other circulation areas. | Cartway width of any internal drives/roads, plus:  
• 20 feet where either building wall has windows to dwelling units or amenity space.  
• 10 feet where neither building wall has windows except for windows from stairwells, hallways, or other circulation areas. |
G. Parking (In IO-1 A and 1B, and on lots east of Railroad Avenue in 1C): Shall be consistent with the requirements of RSIS and supplemented by the following:

(1) Driveway Access:
   a) Driveways that connect to any primary street (Main Street, Johnson Avenue, Essex Street, Hudson Street, Railroad Avenue, or Union Street) and provide access to any pick-up / drop-off area or parking area shall be at least 50 feet from the curb return of the nearest street intersection or the edge of any other driveway;
   b) Any parking area (indoor or outdoor) on lot or tract with frontage of two streets shall be accessed by a two-way driveway from the secondary street, provided that the driveway is at least five (5) feet from the rear lot line and that the curb opening on the secondary street is at least 10 feet from any other curb opening on the same side of the street;

(2) Surface Parking:
   a) Parking shall be prohibited within any front yard or any side yard between a principal building and the right-of-way line of a secondary street;
   b) Parking areas for sole-use multi-family uses shall be set back at least 10 feet from any ground level residential units and be screened from those units with plantings with a typical growth height of at least four (4) feet tall;
   c) Surface Parking Landscaping:
      i. Surface parking areas having more than 20 parking spaces shall include one tree for every 10 parking spaces.
         1. Fractions equal to or greater than one half resulting from this calculation shall be considered to be one (1) tree;
         2. Each such tree shall be located in a planting island with a minimum area of 150 square feet of pervious surface;
      ii. No more than 12 parking spaces shall be permitted between planting islands, or a planting island and a perimeter landscaped area;
      iii. In any surface parking lot having more than 10 parking spaces, at least 5% of the parking area (measured from the either the back of any curb edge or the edge of pavement where a curb does not exist and including all parking spaces and aisles but not including access driveways or interior roads) shall be comprised of planted areas at or below the average grade of the paved surface.
      iv. For surface parking areas, a minimum 4-foot planting strip shall be required between the back of sidewalk and any surface parking area and shall be planted with shrubs at 4 feet on center.

(3) Structured/Underground Parking Decks:
   a) Parking structures including structures that are part of or attached to the principal building they serve shall not be taller than two (2) stories above grade.
   b) Parking Security / Gates: Buildings can provide security for residents by controlling vehicular and pedestrian access to the second level or underground level in areas designated for the residential parking.
   c) Structured parking should be concealed from rights-of-ways by being located behind buildings or in the center of L-, C-, or donut-shaped buildings.
      i. Where parking structures cannot be hidden behind buildings or building wings they shall be designed to mitigate the negative visual effects of the proposed structure with screening or façade design that is architecturally consistent and compatible with the materials, proportions and openings of
the primary building including but not limited to decorative elements, grills, screens, or punched openings;
d) Other than at the parking entrances, vehicles within a parking structure shall not be visible from the center line of any roadway;
e) Pedestrian access to the parking structure shall be designed to provide safe and sufficient access to surrounding uses they are intended to serve;
f) All ramps shall be internal to the parking structure and shall not be visible from any roadway;
g) Driveway and garage openings should not exceed 28 feet (excluding loading areas) in width and should include traffic calming measures and a change in surface materials where driveways cross the sidewalk to help ensure pedestrian and bicycle safety.

H. Buffer and General Landscaping Requirements (in IO-1A and 1B, and on lots east of Railroad Avenue in 1C):
Shall be consistent with the requirements at Article IX in the Zoning Code, except as superseded or supplemented by the following.

(1) Buffering & Screening from Residential Zones: The following landscaping requirements shall be required along any lot line shared with a property within a Residential Zone (which shall be understood to mean zones R-50, 60, 75, 100, and R-2, 2A, and 2B for the purposes of this overlay zone):
   a) A buffer area having a depth equal to 5% of total lot depth shall be required, except that no buffer less than 5 feet deep shall be permitted, nor shall a buffer greater than 20 feet deep be required.
   b) There shall be required (1) tree and five (5) shrubs for every 500 square feet of buffer area and 30 linear feet of buffer area;
   c) A solid or semi-open fence not shorter than four (4) feet nor taller than six (6) feet shall be erected along the property line.
      i. For the purposes of this section, a solid fence shall be one having no cross-visibility from one side of the fence to the other and a semi-open fence shall be one having less than 50% cross visibility;
      ii. Use of a solid fence over a semi-open fence shall reduce the required buffer area shrub density to two (2) shrubs per 500 square feet of buffer area.

I. Streetscape Requirements. Any development within the IO-1A or 1B sub-zones, or in the IO-1C sub-zone east of Railroad Avenue, shall be subject to the following streetscape standards.

(1) Street Trees: Street trees shall be planted at 30'-0" on-center.
(2) Minimum Sidewalk Width: The minimum sidewalk width shall be 6'-0".
(3) Street Lights: All street lights shall be the City of Hackensack standard pedestrian scale light pole and fixture (Granville light).

J. Other Requirements: Any development within the IO-1A or 1B sub-zones, or in the IO-1C sub-zone east of Railroad Avenue, shall be subject to all applicable general development and design requirements established in Chapter 175, except as superseded below:

(1) Building Access (Pedestrians):
   a) The entrance to any commercial use and/or space in a mixed-use commercial / residential building shall be distinct and separate from entrances to residential portions of the same building from public rights-of-way or parking areas.
i. Lobbies, stairways, elevators, and hallways that provide access to residential units shall not be accessible to employees, customers, or clients of commercial uses in the same building except as may be necessary for emergency egress.

b) Amenity spaces for residents in both mixed-use and sole-use multi-family buildings must be directly accessible from inside the building in addition to any access from the public right-of-way that may be required for fire safety purposes.

i. Where an indoor or outdoor resident amenity space has direct street access, such access should be designed so that no member of the public can enter the space unless they are accompanied by or authorized to access the space by a resident or building management personnel.

(2) Building Materials and Architectural Standards: The following shall apply to both mixed-use and sole-use residential buildings.

a) Horizontal Articulation:

i. Building facades in excess of 120 feet in length shall be designed to avoid a monolithic appearance through the use of different façade materials and at least one building step back or the incorporation of balconies/bay windows for each 120 feet that act to break the building appearance into smaller increments and sections.

1. For buildings in excess of 120 feet in length a vertical demarcation should be included at a minimum of every 60 feet of building façade;

b) Roof-line Emphasis:

i. Any pitched roof-line should be emphasized with deep eaves or overhangs, cross gables, and/or dormer windows. The shape of roof-lines should coordinate with and reinforce the variation in bay massing and can be utilized to screen mechanical equipment.

c) Canopies / Awnings:

i. Canopies / Awnings should be comprised of rigid materials and should be horizontal in nature;

1. Awnings, canopies, and similar projections shall have an overhead clearance of at least 10 feet, and may not encroach more than seven (7) feet into the public right-of-way without permission from the Governing Body;

2. Ground supports for projecting features may not obstruct or interfere with pedestrian or vehicular movement.

d) Balconies:

i. Balconies are permitted above the first story provided they do not project more than six (6) feet from any building or 4 feet into the required front yard setback or as permitted by the Building Department.

e) Building Materials:

i. Building materials may include: brick, stone, cast stone, stucco, metal and glass storefront assemblies, wood and fiber cement siding;

1. Vinyl siding of any type and grade is strictly prohibited on any portion of any building façade;
2. First levels should be designed using different material than the levels above;

f) Ground Floor Design:
   i. The base of all buildings, regardless of use, shall be distinguished from the remainder of the building with an emphasis on providing design elements that will enhance the pedestrian environment particularly at the street level;
      1. Elements such as cornices, belt courses, corbelling, molding, string courses, ornamentation, changes in material or color, and other sculpturing of the base are appropriate and should be provided to add special interest to the base;
      2. Special attention must be given to the design of windows at the base of buildings. Ribbon windows are discouraged. Recessed windows that are distinguished from the shaft of the building through the use of arches, pediments, mullions, and other treatments are encouraged. Windows shall also comply with other requirements or guidance in this section.;
   i. In a mixed commercial / residential building where the ground story is occupied by a commercial use, the ground story shall have a minimum 14-foot floor to ceiling height.

g) Building Entrances:
   i. All pedestrian building entrances from the street should create architectural interest and variation from other portions of the building by incorporating at least three (3) of the following.
      1. Changes in building plane through recesses and/or projections (including columns, projecting bays, porches, stoops) not projecting more than two (2) feet into the required setback;
      2. Canopies, awnings, arcades, galleries, or other overhangs;
      3. Tower elements;
      4. Architectural embellishments;
      5. Changes in building material, color, and/or texture; or
      6. Other design elements that add visual interest as determined by the City.
   i. Building entrances shall be clearly visible from the street and easily identifiable. They should feature large, open and transparent windows with unique and interesting signage.
      1. Where the residential and commercial entrances to a mixed-use building are on the same street frontage, the commercial/storefront entrance(s) should be the most visually prominent of the two;
      2. Operable windows are encouraged.

(3) Commercial storefronts should express individual identity and positioning provided they observe the minimum guidelines noted below;
   i. Storefronts should be "individual" expressions of a tenant's identity;
   ii. Tenants' storefront construction should be of high quality and craftsmanship;
   iii. Any restaurant use is encouraged to provide outdoor seating;
iv. In locations adjacent to a public plaza, permanent shade structures for outdoor dining are encouraged;

v. A minimum 5-foot clearance area for pedestrian access along a storefront is required.

(4) Receptacles: Any mixed use/commercial development within the IO-1A, 1B, or 1C sub-zones shall be subject to the following standards for commercial establishments.

a) The owner, agent, lessee or tenant of any commercial establishment which provides food and drinks for consumption off premises, including packaged candies and snack items, shall provide a suitable litter receptacle for the use of his customers. This litter receptacle shall be placed inside the establishment at each exit. The litter receptacle shall be present at all times that the establishment is open for business. The receptacle shall be of suitable height and capacity for the waste generated by the patrons of the establishment and should be appropriately identified as a litter receptacle. The owner, agent, lessee or tenant is responsible for disposing of the litter placed in the receptacle and for removing all litter on the sidewalk and at the curb in front of the establishment.

(5) Building Fenestration: Except as otherwise specified this section shall apply to both mixed commercial/residential and sole-use multi-family buildings.

a) Windows, Generally:

i. Where expanses of windowless walls are necessary facing a street, they shall not exceed 30 feet in length.

ii. Windows on upper stories should align vertically from floor to floor and the pattern of window openings should relate to a building’s vertical bay pattern;

iii. Upper-story windows should be vertically proportioned. Windows may be clustered in pairs and tripes to create larger, horizontally proportioned expanses of windows;

iv. All windows should have dimensionality so as to create shadows and texture within the building façade;

1. At a minimum, all windows should have deep headers and sills; in addition, trim on all sides that projects from the building facade is encouraged;

2. Window glazing should be recessed relative to the surrounding enframement. If divided lintels are used, they should include external members that cast shadows on the glass;

b) Storefront Windows (Mixed Commercial/Residential Buildings):

i. Windows for ground level commercial uses shall cover a minimum of 60% of the storefront wall area (measured by the floor to ceiling height of the commercial unit multiplied by the width of the unit along the front building wall) and shall allow for visibility of up to 12 feet into the commercial unit, which shall be generally unobstructed except as follows:

1. Window signage shall not cover more than twenty (20) percent of the window area;

2. Merchandise display areas on street-facing window areas are permitted provided that they shall not have an opaque wall or backing between the display area and floor area and provided that
merchandise is not deliberately organized to obscure visibility into
the commercial space.

(6) Mechanical Equipment Screening: The following shall apply to mechanical equipment or utility
structures either attached to buildings, freestanding on lots, or located below grade:

a) The screening of rooftop mechanical equipment is required.

i. All rooftop mechanical equipment including cell phone antennae shall be
screened from view from all adjacent public streets, open spaces and parks in all
directions and elevations to minimize the negative impact from any public street,
neighborhood or adjacent building;

ii. Screening materials shall be consistent with the architectural detail, color and
materials of the building;

1. Wire mesh screening is not permitted;

iii. All roof and HVAC systems must be set back a minimum of 15 feet from the
primary street and 10 feet from any other public street or public open space from
the building edge and screened as to not be visible from any adjacent public
street or public property;

b) Any wall pack ventilation unit facing a public street must match the adjacent material
color;

b) Utility structures, exhaust air vents, back flow preventers, or other similar devices when
located above grade, must be located behind the setback line and be reasonably screened
from public view;

d) Utility structures located below grade may be located within the setbacks.

Introduced: January 5, 2021

Adopted: 

ATTEST: 

CITY OF HACKENSACK

By: ___________________________ By: ___________________________

Deborah Karlsson, City Clerk John P. Labrosse, Jr. Mayor
APPENDIX D.2.
UNDERLYING ZONING AMENDMENT, SECTION 175-7.5, AND INCLUSIONARY OVERLAY
ZONING DISTRICTS, SECTION 175-9.1, INTRODUCED FOR ADOPTION (EXCERPTS)
# Chapter 175, Amended Zoning Ordinance of the City of Hackensack, Bergen County, New Jersey

*Draft Date: December 23, 2021*

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§175-7.5 AFFORDABLE HOUSING REQUIREMENTS APPLICABILITY FOR ALL ZONING DISTRICTS & REDEVELOPMENT AREAS

A. Areas of Applicability. Any development on a property located within the boundaries of the Inclusionary Overlay Zoning District (IO-1, or its sub-zones IO-1A, 1B, or 1C) shall be subject to a 10% affordable housing set-aside requirement consistent with the requirements of that overlay zone (see §175-9.1), regardless of whether the development is intended to comply with the standards of the Overlay Zoning District or the underlying districts.

1. Example: A new residential or mixed-use development consisting of 10 or more residential units on a property located in the B-1 district as well as in the IO-1A overlay zone shall be required to set-aside 10% of all units for low- and moderate-income households regardless of whether the developer intended to develop the property in a manner consistent with the B-1 district or the IO-1A overlay zone district.

2. Such affordable units shall also be consistent with any other applicable State or municipal affordable housing requirements.

ARTICLE VIII. SUPPLEMENTAL STANDARDS FOR PERMITTED USES AND STANDARDS FOR CONDITIONAL USES

§175-8.1 SUPPLEMENTAL STANDARDS FOR CERTAIN PERMITTED USES

A. Purpose. These standards apply to uses that are permitted as-of-right. Deviations from these standards shall require variance relief consistent with N.J.S.A. 40:55D-70.c(1) or c(2).

B. Supplemental Use Standards for Permitted Uses

1. Cemeteries
   a. Cemeteries shall be fenced in on all sides with fences that are at least 50% open and not more than 8 feet in height, provided that solid fences and fences that are less than 50% open may be used to screen loading areas, refuse areas, storage areas, and any activities that are best kept from public viewing.
   b. Additional screening shall be required from adjacent dwellings or Residential (R) Zone Districts with one (1) tree and four (4) shrubs an average of every 30 feet along the shared boundary.
   c. No interment shall take place within 15 feet of any street right-of-way nor 10 feet to the nearest of any property line or border fence.
   d. All structures, including mausoleums, shall not exceed a height of 16 feet, a width of 15 feet, and a depth of 10 feet, nor shall they be closer to any fence than a distance equal to five (5) feet plus the structure height.

2. College and University Campus
   a. Permitted provided that regular instruction is carried out at least 4 days a week for 8 or more months of the year
   b. Includes auditoriums, athletic fields and gymnasiums, and other facilities which are customarily incidental and subordinate to the academic functions of a college or university campus, except that dormitories are prohibited.
Article IX: OVERLAY ZONING DISTRICTS
§175-9.1: INCLUSIONARY OVERLAY ZONING DISTRICT – IO-1A, 1B, AND 1C.

i. Public utility services: Such uses shall include electric substations, transformers, switches and auxiliary apparatus serving a district area, and water pumping station in R Districts and shall be subject to the following regulations:
(A) Such facility shall not be located on a residential street, unless no other site is available, and shall be so located as to draw a minimum of vehicular traffic to and through such street.
(B) The location, design and operation of such facility may not adversely affect the character of the surrounding residential area.
(C) Adequate fences, barriers and other safety devices shall be provided, and shall be landscaped in accordance with §175-13.2.

b. Open Uses.
i. Such uses shall be limited to the erection, construction, alteration or maintenance, by public utilities or municipal or other governmental agencies, of underground or overhead electrical, gas, water transmission or distribution systems of collection, communication, supply or disposal systems, include poles, wires, mains, drains, sewer, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants and other similar equipment and accessories in connection therewith reasonably necessary for the furnishing of adequate services by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare, but not including buildings. Open public services shall not include any human or animal fecal matter or material.
(A) Landscaping requirements and performance standards established in §175-13.2 and Article XV herein shall be adhered to.
Article IX: OVERLAY ZONING DISTRICTS

§175-9.1: INCLUSIONARY OVERLAY ZONING DISTRICT – IO-1A, 1B, AND 1C.

3. The IO-1A, 1B, and 1C sub-zone districts shall both permit mixed commercial / residential development (except that mixed commercial / residential is prohibited east of Railroad Avenue in the IO-1C sub-zone ) or sole-use multi-family residential development meeting the use, bulk, and design standards contained hereinafter provided that at least 10% of all residential units created pursuant to the overlay zone standards shall be set aside for low- and moderate-income households as provided for elsewhere in this ordinance.

4. The overlay zone provides an alternative to the underlying zone districts’ regulatory provisions, which are and shall remain in force. Any developer or property owner that wishes to develop or use a property in a manner consistent with the existing, underlying zoning may do so and not be subject to the requirements of overlay zone, EXCEPT that any new residential or mixed commercial / residential development or redevelopment project within the IO-1 overlay boundaries shall be subject to the affordable housing set-aside requirements of the overlay zone. Any existing development on a parcel within the overlay zone that is compliant with the requirements of the underlying zoning may continue or expand as it would have prior to the adoption of this overlay zone.

5. The standards of the IO-1C overlay sub-zone shall not supersede the standards of the Prospect – Railroad – Essex – Beech Redevelopment Plan where the 1C sub-zone overlaps the Redevelopment Area, except that the affordable housing set-aside requirements of the overlay zone must be adhered to within that overlap and any inclusionary residential development within the overlap shall be permitted to develop at a density of 792 square feet of lot area per dwelling unit.

B. Permitted Use: The following uses shall be permitted on any property within the IO-1A, 1B, and 1C sub-zones provided that a minimum of 10% of all residential units in any building or buildings developed pursuant with this overlay zone ordinance shall be affordable to low- and moderate-income households consistent with the requirements of Chapter 45A, “Affordable Housing” or any superseding Chapter of the City’s regulatory code and all applicable superseding State and Federal statutes and regulations including the Uniform Housing Affordability Controls at N.J.A.C. 5:80-26.1 et seq. (with the exception that very-low income units shall comprise at least 13% of affordable units and be affordable for households earning 30% of regional median income) and COAH regulations at N.J.A.C. 5:93-1 et seq.

In the event that 10% of the total number of residential units does not equal a full integer, the fractional number of units shall be rounded upward to provide one additional whole unit (e.g. 10% of 53 units = 5.3 units, round up to 6 units).
Permitted uses are as follows:

1. Sole-use multifamily development, without commercial or other non-residential principal uses;

2. In the IO-1A and IO-1B sub-zones only, mixed commercial/residential buildings (a.k.a. mixed-use), with commercial uses only at or below the ground level and residential units above the ground level, provided that:
   a. The ground story commercial component of any mixed commercial and residential building shall have its primary entrance on Main Street, Essex Street, Hudson Street, or Johnson Avenue. Other than residential lobbies and accessory uses for residents, ground story uses shall be limited to the following:
      i. Retail stores and shops where products to be sold are stored within a fully enclosed building, but specifically excluding pawnshops, the sale of used furniture, appliances, machinery, clothing or other used manufactured goods, including antique shops. Recognized charitable rummage sales for a limited period (2 weeks) are not included in this exclusion;
      ii. Art gallery, studios for dancing, photography, sculpture or musical instruction or instruction in physical self-defense;
      iii. Bakery where products are sold for retail purposes only;
      iv. Bank or trust company or savings and loan institutions, except drive-in facilities;
      v. Day care, nursery school, child care center;
      vi. Delicatessen store;
      vii. Restaurants;
      viii. Bars;
      ix. Drug stores;
      x. Florist shop;
      xi. Hardware stores;
      xii. Package liquor store;
      xiii. Personal service establishments, including tailor, dressmakers, shoe repair, barbershop, beauty parlors, nail and hair salons, specifically excluding public garages;
      xiv. Pet shops;
      xv. Professional offices, business offices, medical offices, governmental offices;
      xvi. Travel agencies or offices;
      xvii. Appliance stores;
      xviii. Book and stationary stores;
      xix. Dry goods and variety stores;
      xx. Furniture stores / Office equipment;
      xxi. Hobby and craft stores;
      xxii. Painting, plumbing and wallpaper stores;
      xxiii. Photographic equipment and supply stores;
      xxiv. Supermarkets;
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3. This ordinance shall not be interpreted as permitting hotels or other temporary lodging facilities as a use in any building constructed or converted to conform to this ordinance section.

4. Mixed-use shall be permitted in the IO-1C sub-zone west of Railroad Avenue subject to the standards of the Prospect – Railroad – Essex – Beech Redevelopment, except that the inclusionary set-aside requirements of the overlay zone must be adhered to, and the maximum permitted residential density shall be 792 square feet of lot area per unit.

C. Accessory Use: Any of the following accessory uses may be permitted within the IO-1A, 1B, and 1C Districts, only on the same lot(s) as a permitted principal use:

1. Accessory uses customarily incidental to a permitted principal use;
   a. This shall include residential amenity spaces and services such as recreational or fitness spaces, child care services, and clothing laundry rooms and/or services provided that these spaces and services are exclusively for use by residents and their guests.

2. Outdoor dining in a mixed-use development;

3. Off-street parking and loading facilities;

4. Fences;

5. Signs;

D. Conditional Use:

1. Automatic coin-operated laundries (launderettes) shall be permitted as a ground story use in a permitted mixed-use development provided that it meets the requirements of this Chapter and §175-8.2C.22 of the City’s Zoning Ordinance.

E. Bulk: The following requirements shall apply to the IO-1A, 1B, and 1C Sub-zones, except where otherwise specified in the table below, and except that any property west of Railroad Avenue in the IO-1C sub-zone shall be subject to the standards in the Prospect – Railroad – Essex – Beech Redevelopment Plan, with the exception of residential density as provided in the table.

<table>
<thead>
<tr>
<th>Lot Size (sq. ft.)</th>
<th>Mixed Commercial / Residential (a.k.a. Mixed-Use)</th>
<th>Sole-Use Multi-Family Residential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Size (sq. ft.)</td>
<td>10,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Min. Lot Width (ft.)</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Min. Front Yard (ft.)</td>
<td>No front yard required, except not closer than 12 feet from back of curb</td>
<td>25</td>
</tr>
<tr>
<td>Min. Side Yard, Interior (ft.)</td>
<td>No side yard is required, however, if a yard is provided, it shall be no less than six (6) feet.</td>
<td>15</td>
</tr>
</tbody>
</table>
Mixed Commercial / Residential  
(a.k.a. Mixed-Use)  

Sole-Use Multi-Family Residential

<table>
<thead>
<tr>
<th>Requirement</th>
<th>IO-1A</th>
<th>IO-1B Sub-zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min. Side Yard, Secondary Street (ft.)</td>
<td>No side yard is required, however, if a yard is provided, it shall be no less than six (6) feet.</td>
<td>15</td>
</tr>
<tr>
<td>Min. Rear Yard (ft.)</td>
<td>15</td>
<td>15</td>
</tr>
</tbody>
</table>
| Max. Height (stories/ft.)                       | 4 stories / 48 feet for properties in the IO-1A  
5 stories / 55 feet for properties in the IO-1B Sub-zone | 4 stories / 48 feet for properties in the IO-1A  
5 stories / 55 feet for properties in the IO-1B Sub-zone |
| Max. Lot Coverage (%)                           | 80                                         | 50                                     |
| Min. Lot Area (Square Feet) per Dwelling Unit (a.k.a. Maximum Density) | 871 lot s.f. per d.u., except that 792 lot s.f. per d.u. shall be permitted on lots one-half acre in area or larger in the IO-1B Sub-zone | 1,225 lot s.f. per d.u. in both the IO-1A and 1B Sub-zones, except that 792 lot s.f. per d.u. on lots one-half acre in area or larger in the in the IO-1B Sub-zone or on any lot in the IO-1C Sub-zone. |
| Min. Height Ratio, front                        | None                                       | None                                   |
| Min. Height Ratio, side                         | None                                       | None                                   |
| Min. Height Ratio, rear                         | None                                       | None                                   |
| Setbacks Between Buildings on the Same Lot      | Cartway width of any internal drives/roads, plus:  
• 20 feet where either building wall has windows to dwelling units or amenity space.  
• 10 feet where neither building wall has windows except for windows from stairwells, hallways, or other circulation areas. | Cartway width of any internal drives/roads, plus:  
• 20 feet where either building wall has windows to dwelling units or amenity space.  
• 10 feet where neither building wall has windows except for windows from stairwells, hallways, or other circulation areas. |

F. Parking (in IO-1 A and 1B, and on lots east of Railroad Avenue in 1C): Shall be consistent with the requirements of RSIS and supplemented by the following:

1. Driveway Access:
   a. Driveways that connect to any primary street (Main Street, Johnson Avenue, Essex Street, Hudson Street, Railroad Avenue, or Union Street) and provide access to any...
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pick-up / drop-off area or parking area shall be at least 50 feet from the curb return of the nearest street intersection or the edge of any other driveway;

b. Any parking area (indoor or outdoor) on lot or tract with frontage of two streets shall be accessed by a two-way driveway from the secondary street, provided that the driveway is at least five (5) feet from the rear lot line and that the curb opening on the secondary street is at least 10 feet from any other curb opening on the same side of the street;

2. Surface Parking:
   a. Parking shall be prohibited within any front yard or any side yard between a principal building and the right-of-way line of a secondary street;
   b. Parking areas for sole-use multi-family uses shall be set back at least 10 feet from any ground level residential units and be screened from those units with plantings with a typical growth height of at least four (4) feet tall;
   c. Surface Parking Landscaping:
      i. Surface parking areas having more than 20 parking spaces shall include one tree for every 10 parking spaces.
         (A) Fractions equal to or greater than one half resulting from this calculation shall be considered to be one (1) tree;
         (B) Each such tree shall be located in a planting island with a minimum area of 150 square feet of pervious surface;
      ii. No more than 12 parking spaces shall be permitted between planting islands, or a planting island and a perimeter landscaped area;
      iii. In any surface parking lot having more than 10 parking spaces, at least 5% of the parking area (measured from the either the back of any curb edge or the edge of pavement where a curb does not exist and including all parking spaces and aisles but not including access driveways or interior roads) shall be comprised of planted areas at or below the average grade of the paved surface.
      iv. For surface parking areas, a minimum 4-foot planting strip shall be required between the back of sidewalk and any surface parking area and shall be planted with shrubs at 4 feet on center.

3. Structured/Underground Parking Decks:
   a. Parking structures including structures that are part of or attached to the principal building they serve shall not be taller than two (2) stories above grade.
   b. Parking Security / Gates: Buildings can provide security for residents by controlling vehicular and pedestrian access to the second level or underground level in areas designated for the residential parking.
   c. Structured parking should be concealed from rights-of-ways by being located behind buildings or in the center of L-, C-, or donut-shaped buildings.
      i. Where parking structures cannot be hidden behind buildings or building wings they shall be designed to mitigate the negative visual effects of the proposed structure with screening or façade design that is architecturally consistent and compatible with the materials, proportions and openings of the primary building including but not limited to decorative elements, grills, screens, or punched openings;
d. Other than at the parking entrances, vehicles within a parking structure shall not be visible from the center line of any roadway;

e. Pedestrian access to the parking structure shall be designed to provide safe and sufficient access to surrounding uses they are intended to serve;

f. All ramps shall be internal to the parking structure and shall not be visible from any roadway;

g. Driveway and garage openings should not exceed 28 feet (excluding loading areas) in width and should include traffic calming measures and a change in surface materials where driveways cross the sidewalk to help ensure pedestrian and bicycle safety.

G. Buffer and General Landscaping Requirements (in IO-1A and 1B, and on lots east of Railroad Avenue in 1C): Shall be consistent with the requirements at §175-13.2, Buffers and General Landscaping Requirements, in the Zoning Code, except as superseded or supplemented by the following.

1. Buffering & Screening from Residential Zones: The following landscaping requirements shall be required along any lot line shared with a property within a Residential Zone (which shall be understood to mean zones R-50, 60, 75, 100, and R-2, and 2B for the purposes of this overlay zone):

   a. A buffer area having a depth equal to 5% of total lot depth shall be required, except that no buffer less than 5 feet deep shall be permitted, nor shall a buffer greater than 20 feet deep be required.

   b. There shall be required (1) tree and five (5) shrubs for every 500 square feet of buffer area and 30 linear feet of buffer area;

   c. A solid or semi-open fence not shorter than four (4) feet nor taller than six (6) feet shall be erected along the property line.

      i. For the purposes of this section, a solid fence shall be one having no cross-visibility from one side of the fence to the other and a semi-open fence shall be one having less than 50% cross visibility;

      ii. Use of a solid fence over a semi-open fence shall reduce the required buffer area shrub density to two (2) shrubs per 500 square feet of buffer area.

H. Streetscape Requirements. Any development within the IO-1A or 1B sub-zones, or in the IO-1C sub-zone east of Railroad Avenue, shall be subject to the following streetscape standards.

1. Street Trees: Street trees shall be planted at 30'-0” on-center.

2. Minimum Sidewalk Width: The minimum sidewalk width shall be 6'-0”.

3. Street Lights: All street lights shall be the City of Hackensack standard pedestrian scale light pole and fixture (Granville light).

I. Other Requirements: Any development within the IO-1A or 1B sub-zones, or in the IO-1C sub-zone east of Railroad Avenue, shall be subject to all applicable general development and design requirements established in Chapter 175, except as superseded below:

1. Building Access (Pedestrians):
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a. The entrance to any commercial use and/or space in a mixed-use commercial / residential building shall be distinct and separate from entrances to residential portions of the same building from public rights-of-way or parking areas.
   i. Lobbies, stairways, elevators, and hallways that provide access to residential units shall not be accessible to employees, customers, or clients of commercial uses in the same building except as may be necessary for emergency egress.

b. Lobbies, stairways, elevators, and hallways that provide access to residential units shall not be accessible to employees, customers, or clients of commercial uses in the same building except as may be necessary for emergency egress.
   i. Where an indoor or outdoor resident amenity space has direct street access, such access should be designed so that no member of the public can enter the space unless they are accompanied by or authorized to access the space by a resident or building management personnel.

2. Building Materials and Architectural Standards: The following shall apply to both mixed-use and sole-use residential buildings.
   a. Horizontal Articulation:
      i. Building facades in excess of 120 feet in length shall be designed to avoid a monolithic appearance through the use of different façade materials and at least one building step back or the incorporation of balconies/bay windows for each 120 feet that act to break the building appearance into smaller increments and sections.
         (A) For buildings in excess of 120 feet in length a vertical demarcation should be included at a minimum of every 60 feet of building façade;

   b. Roof-line Emphasis:
      i. Any pitched roof-line should be emphasized with deep eaves or overhangs, cross gables, and/or dormer windows. The shape of roof-lines should coordinate with and reinforce the variation in bay massing and can be utilized to screen mechanical equipment.

   c. Canopies / Awnings:
      i. Canopies / Awnings should be comprised of rigid materials and should be horizontal in nature;
         (A) Awnings, canopies, and similar projections shall have an overhead clearance of at least 10 feet, and may not encroach more than seven (7) feet into the public right-of-way without permission from the Governing Body;
         (B) Ground supports for projecting features may not obstruct or interfere with pedestrian or vehicular movement.

   d. Balconies:
      i. Balconies are permitted above the first story provided they do not project more than six (6) feet from any building or 4 feet into the required front yard setback or as permitted by the Building Department.

   e. Building Materials:
      i. Building materials may include: brick, stone, cast stone, stucco, metal and glass storefront assemblies, wood and fiber cement siding;
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ii. Vinyl siding of any type and grade is strictly prohibited on any portion of any building façade;

iii. First levels should be designed using different material than the levels above;

f. Ground Floor Design:

i. The base of all buildings, regardless of use, shall be distinguished from the remainder of the building with an emphasis on providing design elements that will enhance the pedestrian environment particularly at the street level;

(A) Elements such as cornices, belt courses, corbelling, molding, string courses, ornamentation, changes in material or color, and other sculpturing of the base are appropriate and should be provided to add special interest to the base;

(B) Special attention must be given to the design of windows at the base of buildings. Ribbon windows are discouraged. Recessed windows that are distinguished from the shaft of the building through the use of arches, pediments, mullions, and other treatments are encouraged. Windows shall also comply with other requirements or guidance in this section.

ii. In a mixed commercial / residential building where the ground story is occupied by a commercial use, the ground story shall have a minimum 14-foot floor to ceiling height.

g. Building Entrances:

i. All pedestrian building entrances from the street should create architectural interest and variation from other portions of the building by incorporating at least three (3) of the following.

(A) Changes in building plane through recesses and/or projections (including columns, projecting bays, porches, stoops) not projecting more than two (2) feet into the required setback;

(B) Canopies, awnings, arcades, galleries, or other overhangs;

(C) Tower elements;

(D) Architectural embellishments;

(E) Changes in building material, color, and/or texture; or

(F) Other design elements that add visual interest as determined by the City.

h. Building entrances shall be clearly visible from the street and easily identifiable. They should feature large, open and transparent windows with unique and interesting signage.

i. Where the residential and commercial entrances to a mixed-use building are on the same street frontage, the commercial/storefront entrance(s) should be the most visually prominent of the two;

ii. Operable windows are encouraged.

3. Commercial storefronts should express individual identity and positioning provided they observe the minimum guidelines noted below;

a. Storefronts should be “individual” expressions of a tenant’s identity;

b. Tenants’ storefront construction should be of high quality and craftsmanship;

c. Any restaurant use is encouraged to provide outdoor seating;
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d. In locations adjacent to a public plaza, permanent shade structures for outdoor dining are encouraged;

e. A minimum 5-foot clearance area for pedestrian access along a storefront is required.

4. Receptacles: Any mixed use / commercial development within the IO-1A, 1B, or 1C sub-zones shall be subject to the following standards for commercial establishments.

a. The owner, agent, lessee or tenant of any commercial establishment which provides food and drinks for consumption off premises, including packaged candies and snack items, shall provide a suitable litter receptacle for the use of his customers. This litter receptacle shall be placed inside the establishment at each exit. The litter receptacle shall be present at all times that the establishment is open for business. The receptacle shall be of suitable height and capacity for the waste generated by the patrons of the establishment and should be appropriately identified as a litter receptacle. The owner, agent, lessee or tenant is responsible for disposing of the litter placed in the receptacle and for removing all litter on the sidewalk and at the curb in front of the establishment.

5. Building Fenestration: Except as otherwise specified this section shall apply to both mixed commercial/residential and sole-use multi-family buildings.

a. Windows, generally:

i. Where expanses of windowless walls are necessary facing a street, they shall not exceed 30 feet in length.

ii. Windows on upper stories should align vertically from floor to floor and the pattern of window openings should relate to a building’s vertical bay pattern;

iii. Upper-story windows should be vertically proportioned. Windows may be clustered in pairs and triples to create larger, horizontally proportioned expanses of windows;

iv. All windows should have dimensionality so as to create shadows and texture within the building façade;

(A) At a minimum, all windows should have deep headers and sills; in addition, trim on all sides that projects from the building façade is encouraged;

(B) Window glazing should be recessed relative to the surrounding enframement. If divided lintels are used, they should include external members that cast shadows on the glass;

b. Storefront Windows (Mixed Commercial/Residential Buildings):

i. Windows for ground level commercial uses shall cover a minimum of 60% of the storefront wall area (measured by the floor to ceiling height of the commercial unit multiplied by the width of the unit along the front building wall) and shall allow for visibility of up to 12 feet into the commercial unit, which shall be generally unobstructed except as follows:

(A) Window signage shall not cover more than twenty (20) percent of the window area;

(B) Merchandise display areas on street-facing window areas are permitted provided that they shall not have an opaque wall or backing between the
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display area and floor area and provided that merchandise is not deliberately organized to obscure visibility into the commercial space.

6. Mechanical Equipment Screening: The following shall apply to mechanical equipment or utility structures either attached to buildings, freestanding on lots, or located below grade:
   a. The screening of rooftop mechanical equipment is required.
      i. All rooftop mechanical equipment including cell phone antennae shall be screened from view from all adjacent public streets, open spaces and parks in all directions and elevations to minimize the negative impact from any public street, neighborhood or adjacent building;
      ii. Screening materials shall be consistent with the architectural detail, color and materials of the building;
      iii. Wire mesh screening is not permitted;
      iv. All roof and HVAC systems must be set back a minimum of 15 feet from the primary street and 10 feet from any other public street or public open space from the building edge and screened as to not be visible from any adjacent public street or public property;
   b. Any wall pack ventilation unit facing a public street must match the adjacent material color;
   c. Utility structures, exhaust air vents, back flow preventers, or other similar devices when located above grade, must be located behind the setback line and be reasonably screened from public view;
   d. Utility structures located below grade may be located within the setbacks.

§175-9.2 PROFESSIONAL OFFICE OVERLAY DISTRICT

A. Boundaries of District. The PO Overlay District shall be designated as the area bounded by Beech Street, First Street, Essex Street and a line parallel to and located two hundred (200) feet west of the westerly right-of-way line of Summit Avenue between Essex Street and Beech Street. This district shall overlay the existing zoning districts within this above described area.

B. Requirements of Underlaying Zone.
   1. All regulations and requirements of each existing (underlaying) zoning district shall continue to apply to all permitted, accessory and conditional uses.
   2. The conversion only of an existing one- or two-family dwelling to professional office use shall be permitted as a conditional use.
   3. Within the PO Overlay District regulations of the underlaying existing zoning district applying to one- or two-family dwellings including minimum lot size, minimum lot frontage, minimum front yard, minimum rear yard, maximum height, and maximum lot coverage shall apply to such conversion of an existing one- or two-family dwelling into professional office use.
   4. In addition, on-site off-street parking shall also be provided as required herein.
APPENDIX E.1.
AFFORDABLE HOUSING ORDINANCE NO. 51-2020,
ADOPTED DECEMBER 22, 2020
CITY OF HACKENSACK
ORDINANCE NO. 51-2020

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 45A
OF THE CITY CODE, “AFFORDABLE HOUSING,” TO
ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING
ACT AND THE UNIFORM HOUSING AFFORDABILITY
CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE
CITY’S AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, Chapter 45A of the Code of the City of Hackensack, “Affordable Housing,” must
be repealed and replaced to ensure the inclusion of all required provisions addressing the City’s
constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by
the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C.
5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and,

WHEREAS, this Ordinance is intended to provide assurances that low- and moderate-income
units ("affordable units") are created with controls on affordability over time and that low- and moderate-
income households shall occupy those units; and,

WHEREAS, this Ordinance shall apply except where inconsistent with applicable law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
HACKENSACK, as follows:

Section 1:
Chapter 45A (Affordable Housing) of the Code of the City of Hackensack is hereby repealed and replaced
in its entirety to now read as follows:

Article 1 General Regulations

§45A-1 Purpose.

A. This Chapter is intended to ensure that very-low, low-, and moderate-income units
("affordable units") are created with controls on affordability and that very-low, low-, and
moderate-income households shall occupy these units. This Chapter shall apply except where
inconsistent with applicable law.

B. The City’s Housing Element and Fair Share Plan (“Fair Share Plan”), adopted pursuant to the
Municipal Land Use Law at N.J.S.A. 40:55D-1 et seq., describes how the City shall address
its fair share of very-low, low-, and moderate-income housing.

C. The City shall track the status of the implementation of its Fair Share Plan in accordance with
Court Orders and the monitoring requirements set forth in this Article.

§45A-2 Monitoring and Reporting Requirements.

The City shall comply with the following monitoring and reporting requirements regarding the
status of the implementation of its Court-approved Fair Share Plan as follows:
A. Beginning on September 10, 2021, and on every anniversary of that date through July 1, 2025, the City agrees to provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center (FSHC) and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs (NJDCA), Council on Affordable Housing (COAH), or Local Government Services (NJLGS). The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

B. Beginning on September 10, 2021, and on every anniversary of that date through July 27, 2025, the City agrees to provide annual reporting of the status of all affordable housing activity within the City through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.

C. By September 10, 2021, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the City will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including its family very low income requirements. Such posting shall invite any interested party to submit comments to the City and FSHC on the issue of whether the City has complied with its very low income and family very low-income housing obligations.

§45A-3 Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

ACT

ADAPTABLE
Constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT
The entity designated by the City to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26).

AFFIRMATIVE MARKETING
A regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

AFFORDABILITY AVERAGE
The average percentage of median income at which new restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE
A sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended.
and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

AFFORDABLE HOUSING DEVELOPMENT

A development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the City's fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

AFFORDABLE HOUSING PROGRAM(S)

Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share obligation.

AFFORDABLE UNIT

A housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

AGENCY


AGE-RESTRICTED UNIT

A housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

ALTERNATIVE LIVING ARRANGEMENT

A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

ASSISTED LIVING RESIDENCE

A facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

CERTIFIED HOUSEHOLD

A household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

COAH
The Council on Affordable Housing, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.). Pursuant to the opinion and order of the New Jersey Supreme Court dated March 10, 2015, in the matter of In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, (M-392-14) 067126, any reference to COAH or the Council shall be understood to refer to the Superior Court of New Jersey, Law Division, Bergen County.

DCA
The State of New Jersey Department of Community Affairs.

DEFICIENT HOUSING UNIT
A housing unit with health and safety code violations that requires the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

DEVELOPER
Any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT
The division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1, et seq.

INCLUSIONARY DEVELOPMENT
A development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

LOW-INCOME HOUSEHOLD
A household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

LOW-INCOME UNIT
A restricted unit that is affordable to a low-income household.

MAJOR SYSTEM
The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and load bearing structural systems.

MARKET-RATE UNITS
Housing not restricted to low- and moderate-income households that may sell or rent at any price.
MEDIAN INCOME
The median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

MODERATE-INCOME HOUSEHOLD
A household with a total gross annual household income in excess of 50 percent but less than 80 percent of the regional median household income by household size.

MODERATE-INCOME UNIT
A restricted unit that is affordable to a moderate-income household.

NON-EXEMPT SALE
Any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary and the transfer of ownership by court order.

RANDOM SELECTION PROCESS
A process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

RECONSTRUCTION
Any project where the extent and nature of the work is such that the work areas cannot be occupied while work is in progress and where a new certificate of occupancy is required before the work areas can be reoccupied, pursuant to the Rehabilitation subcode, N.J.A.C. 5:23-6. Reconstruction shall not include projects comprised of only floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings. Asbestos hazard abatement and lead hazard abatement projects shall not be classified as reconstruction solely because occupancy during the work performed is not permitted.

REGIONAL ASSET LIMIT
The maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

REHABILITATION
The repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

RENT
The gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

RESTRICTED UNIT
A dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

**UHAC**
The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

**VERY LOW-INCOME HOUSEHOLD**
A household with a total gross annual household income equal to 30 percent or less of the regional median household income by household size.

**VERY LOW-INCOME UNIT**
A restricted unit that is affordable to a very low-income household.

**WEATHERIZATION**
Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

§45A-4 Rehabilitation Program.

A. The City and Fair Share Housing Center have agreed that the City’s Round 3 (1999-2025) indigenous need Rehabilitation Obligation is 582 units. The City will continue to participate in the Bergen County Home Improvement program and/or other rehabilitation programs to address its remaining Rehabilitation Obligation. Any such rehabilitation programs will update and renovate deficient housing units occupied by low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28.

1. All rehabilitated rental and owner-occupied units shall remain affordable to low and moderate-income households for a period of ten (10) years (the control period). For owner-occupied units, the control period will be enforced with a lien and for renter occupied units the control period will be enforced with a deed restriction.

2. The City shall dedicate an average of at least ten thousand dollars ($10,000) for each unit to be rehabilitated through this program, reflecting the minimum hard cost of rehabilitation for each unit.

3. Units in the rehabilitation programs shall be exempt from N.J.A.C. 5:93-9 and UHAC requirements, but shall be administered in accordance with the following:

   a. If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate-income household at an affordable rent and affirmatively marketed pursuant to N.J.A.C. 5:93-9 and UHAC.

   b. If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to N.J.A.C. 5:93-9 and UHAC.
(c) Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:93-9 or the standards issued by a New Jersey administrative agency with proper authority to issue such standards.

(d) Applicant and/or tenant households shall be certified as income-eligible in accordance with N.J.A.C. 5:93-9 and UHAC, except that households in owner occupied units shall be exempt from the regional asset limit.

§45A-5 Alternative Living Arrangements.

A. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:

(1) Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;

(2) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).

B. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30-year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.

C. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

§45A-6 Phasing Schedule for Inclusionary Zoning.

In inclusionary developments the following schedule shall be followed:

<table>
<thead>
<tr>
<th>Maximum Percentage of Market-Rate Units Completed</th>
<th>Minimum Percentage of Low- and Moderate-Income Units Completed</th>
</tr>
</thead>
<tbody>
<tr>
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<td>0</td>
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<tr>
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<td>75</td>
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<tr>
<td>90</td>
<td>100</td>
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</tbody>
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§45A-7 New Construction.

A. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

(1) The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit. In each development that includes affordable housing, at least 13 percent of all restricted units shall be very low-income units (affordable to a household earning 30 percent or less of regional median income by household size)
across bedroom distribution. The very low-income units shall be counted as part of the required number of low-income units within the development.

(2) In each development that includes affordable housing, at least 50 percent of the restricted units within each bedroom distribution shall be very low or low-income units.

(3) Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

(a) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;

(b) At least 30 percent of all low- and moderate-income units shall be two-bedroom units;

(c) At least 20 percent of all low- and moderate-income units shall be three-bedroom units; and

(d) The remaining units may be allocated among two- and three-bedroom units at the discretion of the developer.

(4) Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

B. Accessibility Requirements:

(1) The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier-Free Subcode, N.J.A.C. 5:23-7 and the following:

(2) All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

(a) An adaptable toilet and bathing facility on the first floor; and

(b) An adaptable kitchen on the first floor; and

(c) An interior accessible route of travel on the first floor; and

(d) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

(e) If not all of the foregoing requirements in 2(a) through 2(d) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs 2(a) through 2(d) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and
(f) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier-Free Subcode, N.J.A.C. 5:23-7, or evidence that the City has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

[1] Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

[2] To this end, the builder of restricted units shall deposit funds within the City’s Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

[3] The funds deposited under paragraph 6(b) above shall be used by the City for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

[4] The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official for the conversion of adaptable to accessible entrances.

[5] Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier-Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the City’s Affordable Housing Trust Fund in care of the City Treasurer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.

(g) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier-Free Subcode, N.J.A.C. 5:23-7.

C. Design:

(1) In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

(2) In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

D. Maximum Rents and Sales Prices:

(1) In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and the calculation procedures as approved by the Court.
(a) Regional income limits shall be established for the region that the City is located within based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the City's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

(b) The income limits are the result of applying the percentages set forth in paragraph (1) above to HUD's determination of median income for the fiscal year 2017, and shall be utilized until the City updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

(c) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)(3) shall be calculated by the City annually by taking the percentage increase of the income limits calculated pursuant to paragraph (1) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

(d) In establishing sale prices and rents of affordable housing units, the City's administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:

[1] The resale prices of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region determined pursuant to the above methodology. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

[2] The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

(2) The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the
average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

(3) The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, which very low-income units shall be part of the low-income requirement.

(4) The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.

(5) In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:

(a) A studio shall be affordable to a one-person household;
(b) A one-bedroom unit shall be affordable to a one- and one-half person household;
(c) A two-bedroom unit shall be affordable to a three-person household;
(d) A three-bedroom unit shall be affordable to a four and one-half person household; and
(e) A four-bedroom unit shall be affordable to a six-person household.

(6) In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:

(a) A studio shall be affordable to a one-person household;
(b) A one-bedroom unit shall be affordable to a one- and one-half person household; and
(c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

(7) The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the
affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

(8) The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

(9) The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.

(10) The rents of very low-, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. This increase shall not exceed nine (9) percent in any one year. Rent increases for units constructed pursuant to low-income housing tax credit regulations shall be indexed pursuant to the regulations governing low-income housing tax credits.

§45A-8 Utilities.

A. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.

B. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for the Section 8 program.

§45A-9 Occupancy Standards.

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

A. Provide an occupant for each bedroom;

B. Provide children of different sexes with separate bedrooms;

C. Provide separate bedrooms for parents and children; and

D. Prevent more than two (2) persons from occupying a single bedroom.

§45A-10 Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until the City takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.
B. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

C. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit’s equalized assessed value without the restrictions in place.

D. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser’s heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit’s release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit’s non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

E. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

F. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

§45A-11 Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

A. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

B. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

C. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

D. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.

E. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom as per §45A-14.

§45A-12 Buyer Income Eligibility.

A. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of
median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.

B. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the City Council, and subject to the Court's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.

C. A certified household that purchases a restricted ownership unit must occupy it as the certified household’s principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one (1) year.

D. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household’s eligible monthly income.

E. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the City Council, and subject to Court’s approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.

F. A certified household that purchases a restricted ownership unit must occupy it as a certified household’s principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of a hardship, to lease the restricted unit to another certified household for a period not to exceed one year. Violations of this provision shall be subject to the applicable enforcement provisions of §45A-21.

§45A-13 Limitations on Indebtedness Secured by Ownership Unit; Subordination.

A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

B. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to
exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C. 5:80-26.6(b).

§45A-14 Capital Improvements to Ownership Units.

A. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

B. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

§45A-15 Control Periods for Restricted Rental Units.

A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until the City takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

B. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Bergen. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

C. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

(1) Sublease or assignment of the lease of the unit;
(2) Sale or other voluntary transfer of the ownership of the unit; or
(3) The entry and enforcement of any judgment of foreclosure on the property containing the unit.
§45A-16 Rent Restrictions for Rental Units; Leases.

A. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

C. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

D. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

§45A-17 Tenant Income Eligibility.

A. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

(1) Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of the regional median household income by household size.

(2) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median household income by household size.

(3) Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of the regional median household income by household size.

B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household’s eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

(1) The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

(2) The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
(3) The household is currently in substandard or overcrowded living conditions;

(4) The household documents the existence of assets with which the household proposes to supplement the rent payments; or

(5) The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

C. The applicant shall file documentation sufficient to establish the existence of the circumstances in Sections A and B above with the Administrative Agent, who shall counsel the household on budgeting.

§45A-18 Municipal Housing Liaison.

A. The City shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for overseeing the City's affordable housing program, including overseeing the administration of affordability controls on the affordable units and the affirmative marketing of available affordable units in accordance with the City's Affirmative Marketing Plan; fulfilling monitoring and reporting requirements; and supervising Administrative Agent(s). The City Council shall adopt an Ordinance creating the position of Municipal Housing Liaison and a Resolution appointing the person to fulfill the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the City Council and may be a full or part-time City employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.

B. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the City, including the following responsibilities which may not be contracted out to the Administrative Agent:

(1) Serving as Hackensack’s primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;

(2) Monitoring the status of all restricted units in Hackensack’s Fair Share Plan;

(3) Compiling, verifying, submitting and posting all monitoring reports as required by the Court and by this Ordinance;

(4) Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and

(5) Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

C. Subject to the approval of the Court, the City shall designate one or more Administrative Agent(s) to administer and to affirmatively market the affordable units constructed in the City in accordance with UHAC and this Ordinance. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by
resolution of the City Council and subject to approval of the Court. The Operating Manual(s) shall be available for public inspection in the office of the City Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the work of the Administrative Agent(s).

§45A-19 Administrative Agent.

An Administrative Agent shall be an independent entity serving under contract to and reporting to the City. The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required. The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

A. Affirmative Marketing:

(1) Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the City of Hackensack and the provisions of N.J.A.C. 5:80-26.15; and

(2) Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

B. Household Certification:

(1) Soliciting, scheduling, conducting and following up on interviews with interested households;

(2) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

(3) Providing written notification to each applicant as to the determination of eligibility or non-eligibility;

(4) Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

(5) Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;

(6) Employing a random selection process as provided in the Affirmative Marketing Plan of the City when referring households for certification to affordable units; and

(7) Notifying the following entities of the availability of affordable housing units in the City: the Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Bergen County Branch of the NAACP, the Bergen County United Way, and the Supportive Housing Association.
C. Affordability Controls:

(1) Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;

(2) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;

(3) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Bergen County Register of Deeds or Bergen County Clerk’s office after the termination of the affordability controls for each restricted unit;

(4) Communicating with lenders regarding foreclosures; and

(5) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

D. Resales and Rerentals:

(1) Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rerental; and

(2) Instituting and maintaining an effective means of communicating information to low- (or very low-) and moderate-income households regarding the availability of restricted units for resale or re-rental.

E. Processing Requests from Unit Owners:

(1) Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;

(2) Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;

(3) Notifying the City of an owner’s intent to sell a restricted unit; and

(4) Making determinations on requests by owners of restricted units for hardship waivers.

F. Enforcement:

(1) Securing annually from the City a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

(2) Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the
requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

(3) Posting annually, in all rental properties (including two-family homes), a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;

(4) Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;

(5) Establishing a program for diverting unlawful rent payments to the City's Affordable Housing Trust Fund; and

(6) Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the City Council and the Court, setting forth procedures for administering the affordability controls.

G. Additional Responsibilities:

(1) The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out his or her responsibilities hereunder.

(2) The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.

(3) The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

§45A-20 Affirmative Marketing Requirements.

A. The City of Hackensack shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, which is compliant with N.J.A.C. 5:80-26.15, and as it may be amended and supplemented.

B. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 1 and is required to be followed throughout the period of restriction.

C. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 1, comprised of Bergen, Hudson, Passaic and Sussex Counties.

D. The City has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and
rentals and resales and re-rentals. The Administrative Agent designated by the City shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.

E. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

F. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.

G. The affirmative marketing process for available affordable units shall begin at least 120 days prior to the expected date of occupancy.

H. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; Hackensack City Hall and the Johnson Public Library; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.

I. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in Hackensack, and copies of the application forms, to the following entities: the Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Bergen County Branch of the NAACP, the Bergen County United Way, and the Supportive Housing Association.

J. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

K. The administrative agent designated by the City shall assure the affirmative marketing of all affordable units consistent with the affirmative marketing plan for the City and applicable law, including posting of all affordable units on the online New Jersey Housing Resource Center website.

§45A-21 Enforcement of Affordable Housing Regulations.

A. Upon the occurrence of a breach of any of the regulations governing an affordable unit by an Owner, Developer or Tenant, the City shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

B. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the City may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
(1) The City may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

(a) A fine of not more than $500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

(b) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the City of Hackensack Affordable Housing Trust Fund of the gross amount of rent illegally collected;

(c) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

(2) The City may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.

(a) The judgment shall be enforceable, at the option of the City, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the C, including attorney's fees. The violating Owner shall have his, her or its right to possession terminated as well as his, her or its title conveyed pursuant to the Sheriff's sale.

(b) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the City for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the City in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the City in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the City for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the City for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the City. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the City, whether such balance shall be paid to the Owner or forfeited to the City.
(c) Foreclosure by the City due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

(d) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the City may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.

(e) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the City shall obligate the Owner to accept an offer to purchase from any qualified purchaser that may be referred to the Owner by the City, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

(f) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

§45A-22 Appeals.

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Court.

Section 2:
After introduction, the City Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the City of Hackensack for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64.

Section 3:
The City Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the Bergen County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

Section 4:
Repeal of Inconsistent Provisions. All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it being the legislative intent that all ordinances or part of ordinances now existing or in effect unless the same being conflict or inconsistent with any provision of this Ordinance shall remain in effect.
Section 5:
Severability. The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remain in effect; it being the legislative intent this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6:
Codification. This Ordinance shall be a part of the Code of the City of Hackensack as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code. The City Clerk and the City Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hackensack in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repeaters of existing provisions not intended to be repealed.

Section 7:
This Ordinance shall take effect upon passage, adoption, and publication in the manner prescribed by law.

Section 8:
Upon adoption of this Ordinance the City Clerk shall file same with (a) the Bergen County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the City Tax Assessor as required by N.J.S.A. 40:49-2.1(c).

Introduced: December 8, 2020
Adopted: December 22, 2020

ATTEST
By: Deborah Karlsson, City Clerk

CITY OF HACKENSACK

By: John P. Labrosse Jr., Mayor
APPENDIX E.2.
AMENDED AFFORDABLE HOUSING ORDINANCE, ORDINANCE NO. 27-2021,
ADOPTED JUNE 15, 2021
CITY OF HACKENSACK
ORDINANCE NO. 27-2021

AN ORDINANCE TO AMEND CHAPTER 45A OF THE
CODE OF THE CITY OF HACKENSACK, “AFFORDABLE
HOUSING,” TO ADDRESS THE REQUIREMENTS OF THE
FAIR HOUSING ACT AND UNIFORM HOUSING
AFFORDABILITY CONTROLS (UHAC) REGARDING
COMPLIANCE WITH THE CITY’S AFFORDABLE
HOUSING OBLIGATIONS

WHEREAS, pursuant to Ordinance 51-2020, the City of Hackensack repealed and
replaced Chapter 45A of the Code of the City of Hackensack, “Affordable Housing,” to include
all required provisions addressing the City’s constitutional obligation to provide for its fair share
of low and moderate-income housing, as directed by the Superior Court and consistent with
N.J.A.C. 5:93-1 et seq., as amended and supplemented; N.J.A.C. 5:80-26.1 et seq., as amended
and supplemented; and the New Jersey Fair Housing Act of 1985; and,

WHEREAS, the City’s Affordable Housing Counsel has advised that further revisions to
Chapter 45A must be adopted to comply with the applicable state regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF HACKENSACK, as follows:

Section 1:
Article I, “General Regulations” of Chapter 45A, Section 2 of the Code of the City of
Hackensack, “Affordable Housing,” is hereby amended as follows [additions by underline,
deletions by strikethrough]:

Article I General Regulations

§45A-2 Monitoring and Reporting Requirements

The City shall comply with the following monitoring and reporting requirements
regarding the status of the implementation of its Court-approved Fair Share Plan as
follows:

A. Beginning on September 10, 2021, and on every anniversary of that date through July
+ 2, 2025, the City agrees to will provide annual reporting of its Affordable Housing
Trust Fund activity to the New Jersey Department of Community Affairs (NJDCA),
Council on Affordable Housing (COAH), or Local Government Services (NJLGS), or
other entity designated by the State of New Jersey, with a copy provided to Fair Share
Housing Center (FSHC) and posted on the municipal website, using forms developed
for this purpose by the New Jersey Department of Community Affairs (NJDCA)
NJDCA, Council on Affordable Housing (COAH) COAH, or Local Government
Services (NJLGS) NJLGS. The reporting shall include an accounting of all
Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

B. Beginning on September 10, 2021, and on every anniversary of that date through July 27, 2025, the City agrees to will provide annual reporting of the status of all affordable housing activity within the City through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.

C. NO CHANGE.

Section 2:
Article I, “General Regulations” of Chapter 45A, Section 3 of the Code of the City of Hackensack, “Affordable Housing,” is hereby amended to add an additional Definition as follows [additions by underline]:

§45A-3 Definitions.

MUNICIPAL HOUSING LIAISON
A municipal employee annually appointed by resolution of the governing body, responsible for the tracking and reporting of affordable housing units to the appropriate authorities and parties in addition to other affordable housing duties that may be assigned by the City Manager.

Section 3:
Article I, “General Regulations” of Chapter 45A, Section 12 of the Code of the City of Hackensack, “Affordable Housing,” is hereby amended as follows [additions by underline, deletions by strikethrough]:

§45A-12 Buyer Income Eligibility

A. NO CHANGE.

B. NO CHANGE.

C. A certified household that purchases a restricted ownership unit must occupy it as the certified household’s principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one (1) year. Violations of this provision shall be subject to the applicable enforcement provisions of §45A-21.

D. NO CHANGE.
E. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the City Council, and subject to Court’s approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.

F. A certified household that purchases a restricted ownership unit must occupy it as a certified household’s principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of a hardship, to lease the restricted unit to another certified household for a period not to exceed one year. Violations of this provision shall be subject to the applicable enforcement provisions of §45A-21.

Section 4:
After introduction, the City Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the City of Hackensack for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64.

Section 5:
The City Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this Ordinance to the Bergen County Planning Board and to all other persons entitled thereto pursuant to 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

Section 6:
Repeal of Inconsistent Provisions. All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it being the legislative intent that all ordinances or part of ordinances now existing or in effect unless the same being conflict or inconsistent with any provision of this Ordinance shall remain in effect.

Section 7:
Severability. The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause, or phrase thereof for any reason is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remain in effect; it being the legislative intent this Ordinance shall stand notwithstanding the invalidity of any part.

Section 8:
Codification. This Ordinance shall be a part of the Code of the City of Hackensack as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code. The City Clerk and the City Attorney are authorized and directed to change any Chapter, Article, and/or Section number of the Code of the
City of Hackensack in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

**Section 9:**
This Ordinance shall take effect upon passage, adoption, and publication in the manner prescribed by law.

**Section 10:**
Upon adoption of this Ordinance, the City Clerk shall file same with (a) the Bergen County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the City Tax Assessor as required by N.J.S.A. 40:49-2.1(c).

Introduced: June 1, 2021  
Adopted: June 15, 2021

**ATTEST:**  
By: Deborah Karlsson, City Clerk

**CITY OF HACKENSACK**  
By: John P. Labrosse Jr., Mayor
APPENDIX F.
AFFIRMATIVE MARKETING PLAN & RESOLUTION, RESOLUTION NO. 37-21,
ADOPTED JANUARY 26, 2021
Council Member | Intro | Second | Yes | No | Abstain | Absent | Recused
--- | --- | --- | --- | --- | --- | --- | ---
Von Rudenborg |  |  | X |  |  |  | 
Deputy Mayor Canestrino | X |  |  |  |  |  | 
Deputy Mayor Sims |  | X |  |  |  |  | 
Battaglia |  |  |  | X |  |  | 
Mayor Labrosse |  |  |  |  |  |  | X

CITY OF HACKENSACK
RESOLUTION NO. 37-21

RESOLUTION OF THE CITY OF HACKENSACK, COUNTY OF BERGEN, STATE OF NEW JERSEY ADOPTING AN AFFIRMATIVE MARKETING PLAN FOR THE CITY OF HACKENSACK

WHEREAS, in accordance with applicable Council on Affordable Housing ("COAH") regulations, the New Jersey Uniform Housing Affordability Controls ("UHAC") (N.J.A.C. 5:80-26., et seq.), and as part of the City's Declaratory Judgment action entitled "In the Matter of the City of Hackensack, County of Bergen, Docket No. BER-L-5731-15, which was filed on June 15, 2015 in response to Supreme Court decision in re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) ("Mount Laurel IV"), the City of Hackensack is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by rehabilitation, are affirmatively marketed to low and moderate income households, particularly those living and/or working within Housing Region 1, which includes Bergen, Hudson, Passaic and Sussex Counties.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Hackensack, County of Bergen, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

A. All affordable housing units in the City of Hackensack shall be marketed in accordance with the provisions herein unless otherwise provided in N.J.A.C. 5:93-1, et seq.

B. The City of Hackensack has a Prior Round obligation. The City does not have a 1999-2025 obligation (known as the Third Round Obligation) due to its status as an Urban Aid Municipality. This Affirmative Marketing Plan shall apply to all developments that require an Affirmative Marketing Plan or will contain low and moderate income units, including those that are part of the City current Housing Element and Fair Share Plan, and those that may be constructed in future developments not contemplated in the City's Housing Element and Fair Share Plan. This Affirmative Marketing Plan shall also apply to any rehabilitated rental units that are vacated and re-rented during the applicable period of controls for identified rehabilitated rental units.

C. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to the City of Hackensack. All of the costs of advertising and affirmatively
marketing affordable housing units shall be borne by the developer/seller/owner of the affordable unit(s). The Administrative Agent shall require any other entities, including developers or individuals or companies retained to do affirmative marketing, to comply with this plan.

D. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the City, shall undertake all of the following strategies:

1. Publication of one advertisement in a newspaper of general circulation within the housing region.

2. Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region.


4. At least one additional regional marketing strategy using one of the other sources listed below.

E. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 1 in which the City is located and covers the entire period of deed restriction for each restricted housing unit.

F. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:

1. All newspaper articles, announcements and requests for application for low- and moderate-income units shall appear in the Hackensack Daily Voice and The Bergen County Record, The Herald News (Passaic County), The Jersey Journal or Star Ledger (Hudson County) and the New Jersey Herald (Sussex County).

2. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspapers once a week for four consecutive weeks. Additional advertising and publicity shall be on an “as needed” basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Administrative Agent. All press releases and advertisements shall be approved in advance by the City’s Administrative Agent.
3. All affordable units in the City that are being affirmatively marketed shall be listed on the New Jersey Housing Resource Center website, https://njhrc.gov, in accordance with applicable law, including the new HRC law effective November 1, 2020.

4. Housing Resource Center. The owner, developer, property manager or other administrative entity required to implement the affirmative marketing plan for affordable units shall be required post affordable units to the Housing Resource Center ("HRC") administered by New Jersey Housing and Mortgage Finance Agency. All units posted to this resource must also comply with the notice requirements detailed in this Affirmative Marketing Plan. The following requirements for posting to the HRC shall apply

i. Newly Constructed Development. Housing units which will be leased or sold for the first time shall be posted to the HRC on or before the earlier of:

   a. 60 days prior to conducting a lottery of the applicants
   b. Within one day following when the owner, developer, property manager, or other administrative entity provides any information regarding how to apply for units to prospective applicants or solicits any applications from potential applicants through any other means.
   c. The posting shall include, at a minimum, the following information:
      1. Date expected to be complete
      2. Date of the lottery
      3. Number of affordable units
      4. An accounting of how many units will be available to very low-, low-, and moderate-income households, and;
      5. Each bedroom size that will be available.

ii. Existing Developments. When one or more housing units become available, vacancies and waitlist openings shall be posted to the HRC within one day of accepting applications including the following information:

   a. The posting shall include, at a minimum, the following information:
      1. Date that affordable units will become available if existing
      2. Number of affordable units
      3. An accounting of how many units will be available to very low-, low-, and moderate-income households, and;
      4. Each bedroom size that will be available.

iii. New Lottery. From time to time the owner, developer, property manager, or administrative entity required to implement the affirmative marketing plan of an existing development may elect to conduct a new lottery to generate or expand the pool of applicants, provided that applicants already on a waitlist for a particular unit type are not displaced from their place in the queue in the lottery. In such cases, the owner, developer, property manager, or other

3 | Page
administrative entity shall be required to post a listing on the HRC by the earlier of:

a. At least 60 days prior to conducting the lottery of applicants
b. Or within one day of when the owner, developer, property manager, or other administrative entity provides any information regarding how to apply for the lottery to prospective applicants or
c. Solicits any applications from potential applicants through other means, whichever is earlier.
d. A lottery shall not take place less than 60 days following posting on the Housing Resource Center. Any posting on the Housing Resource Center shall provide a link to an online fillable form or Portable Document Format (PDF) form of the application for the affordable housing units on the website of the owner, developer, property manager, or other administrative entity and information on how to request a paper copy of the application from the owner, developer, property manager, or other administrative entity.

iv. The administrative agent, municipal housing liaison and any other owner are developer are required to comply with the remaining requirements for posting to the New Jersey Housing Resource Center in P.L. 2020, c.51 and on https://nj.gov/njhrp/list/, which address reporting, compliance and fines.

5. The advertisement shall include a description of the:

i. Location of the units;

ii. Direction to the units;

iii. Date that the affordable housing units are expected to be completed if applicable;

iv. Date of any lottery for the units;

v. Number of affordable units, by income level and number of bedrooms, that will be available;

vi. Range of prices for the units;

v. Maximum income permitted to qualify for the units;

vi. Link to an online or fillable PDF application form, and information about how to request a paper application form;

vii. Location of applications;

viii. Business hours when interested households may obtain an application; and
ix. Application fees if any

6. Newspaper articles, announcements and information on where to request applications for low and moderate income housing shall appear at least once a week for four consecutive weeks in at least three locally oriented weekly newspapers within the region, one of which shall be circulated primarily in Bergen County and the other two of which shall be circulated primarily outside of Bergen County but within the housing region:
   i. The Advertiser News, Sussex
   ii. La Tribuna de North Jersey, Hudson
   iii. Sun Bulletin, Bergen
   iv. The Hudson Report, Hudson
   v. Suburban Life, Passaic
   vi. Arab Voice Newspaper, North Jersey
   vii. Jewish Standard, Bergen, Passiac, Hudson

7. Four or more of the following regional cable television stations or regional radio stations shall be used during the first month of advertising. The developer must provide satisfactory proof of public dissemination:

Cable Television Stations
   i. 2 WCBS-TV - CBS Broadcasting Inc.
   ii. 3 KYW-TV - CBS Broadcasting Inc.
   iii. 4 WNBC - NBC Telemundo License Co. (General Electric)
   iv. 5 WNYW - Fox Television Stations, Inc. (News Corp.)
   v. 7 WABC-TV - American Broadcasting Companies, Inc (Walt Disney)
   vi. 9 WWOR-TV - Fox Television Stations, Inc. (News Corp.)
   vii. 11 WPIX - WPIX, Inc. (Tribune)
   viii. 13 WNET - Educational Broadcasting Corporation
   ix. 25 WNYE-TV - New York City Dept. of Info Technology & Telecommunications
   x. 31 WPXN-TV - Paxson Communications License Company, Llc
   xi. 41 WXTV - WXTV License Partnership, G.p. (Uniivision Communications Inc.)
   xii. 47 WNJU - NBC Telemundo License Co. (General Electric)
xiii. 50 WNJN - New Jersey Public Broadcasting Authority
xiv. 52 WNJT - New Jersey Public Broadcasting Authority
xv. 54 WTVY-TV - Trinity Broadcasting Of New York, Inc.
xvi. 58 WNJB - New Jersey Public Broadcasting Authority
xvii. 62 WRNN-TV - WRNN License Company, LLC
xviii. 63 WMBC-TV - Mountain Broadcasting Corporation
xix. 68 WFUT-TV - Univision New York LLC
xx. 22 WMBQ-CA - Renard Communications Corp.
xxi. 66 WFME-TV - Family Stations of New Jersey, Inc.
xxii. 21 WLIW - Educational Broadcasting Corporation
xxiii. 60 W60AI - Ventana Television, Inc

Regional Radio Stations (AM)

i. WMCA 570
ii. WFAN 660
iii. WOR 710
iv. WABC 770
v. WCBS 880
vi. WBBR 1130

Regional Radio Stations (FM)

i. WFNY-FM 92.3
ii. WPAT-FM 93.1
iii. WNYC-FM 93.9
iv. WFME 94.7
v. WPLJ 95.5
vi. WQXR-FM 96.3
vii. WQHT 97.1
viii. WSKQ-FM 97.9
ix. WAWZ 99.1
x. WBAI 99.5
xi. WHTZ 100.3
xii. WHUD 100.7
xiii. WCBS-FM 101.1
xiv. WQCD 101.9
xv. WNEW 102.7
xvi. WKTU 103.5
xvii. WAXQ 104.3
xviii. WWPR-FM 105.1
xix. WLTW 106.7
xx. WBLS 107.5

8. Applications, brochure(s), sign(s), and/or poster(s) used as part of the affirmative marketing program shall be available/posted in the following locations:

i. City Hall of Hackensack
   65 Central Avenue, Hackensack, NJ 07601

ii. Johnson Public Library
    274 Main Street, Hackensack NJ 07601

iii. City Website
     http://www.hackensack.org

iv. Developer's Sales/Rental Office

ii. Hudson County Administrative Building
    595 Newark Ve, Jersey City NJ 07306

iii. Passaic County Administrative Building
    401 Grand Street, Paterson, NJ 07505

iv. Sussex County Main Library
    125 Morris-Turnpike, Newton, NJ 07860
v. Bergen County Administration Building
   53 Grant St, Fairview, NJ 07022

Any posting on the Housing Resource Center shall provide a link to an online fillable form or PDF form of the application for the affordable housing units on the website of the owner, developer, property manager, or other administrative agent. Information on how to request a paper copy of the application shall also be provided. Applications shall be mailed by the Administrative Agent to the prospective applications upon request. Also, applications shall be made available at the developer's sales/rental office and shall be mailed to prospective applicants upon request.

9. The Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organization(s) in Bergen, Hudson, Passaic and Sussex Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers (See Attachment A).

i. Quarterly informational flyers and applications shall be sent to each of the following agencies for publication in their journals and for circulation among their members:

   Bergen County Board of Realtors
   Hudson County Board of Realtors
   Passaic County Board of Realtors
   Sussex County Board of Realtors

ii. Quarterly informational circulars and applications shall be sent to the administrators of each of the following agencies in the counties of Bergen, Hudson, Passaic, and Sussex:

   Welfare or Social Service Board
   Rental Assistance Office (local office of DCA)
   Office on Aging
   Housing Authority Community
   Action Agencies
   Community Development Departments
iii. Quarterly informational circulars and applications shall be sent to the chief personnel administrators of all the major employers within the region as listed on Attachment A in accordance with the Region 1 Affirmative Marketing Plan.

iv. Quarterly informational circulars, applications, and copies of press releases and advertisements of the availability of low-and-moderate income housing shall be sent to the following additional community and regional organizations:

Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, NJ 08002

New Jersey State Conference of NAACP  
15 W Front Street  
Trenton, NJ 08608

The Latino Action Network  
2560 U.S. Highway 22  
Suite Number 322, Scotch Plains NJ 07076

Bergen County NAACP  
P.O. Box 1136  
Teaneck, NJ

Passaic County NAACP  
114 Prospect St  
Passaic, NJ 07055

Bergen County Urban League  
12 Tenafly Rd #104  
Englewood, NJ 07631

Greater Bergen County Housing Coalition  
316 State Street  
Hackensack, NJ 07601

Supportive Housing Association of NJ  
185 Valley Street  
South Orange, NJ 07079

10. A random selection method to select occupants of low- and moderate-income housing will be used by the Administrative Agent in conformance with N.J.A.C. 5:80-26.16(l). The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 1 comprised of Bergen, Hudson, Passaic, and Sussex.
11. Any Affordable Housing Lottery shall not take place less than 60 days following posting on the Housing Resource Center.

12. The Administrative Agent has the responsibility to income qualify low and moderate income households; to place income eligible households in low and moderate income units upon initial occupancy; to provide for the initial occupancy of low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26.1, et seq.

13. The Administrative Agent shall provide or direct qualified low- and moderate-income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.

14. All developers/owners of low- and moderate-income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent.

15. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all low-income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or re-occupancy of units continues to be necessary.

16. The Administrative Agent shall provide the Municipal Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26-1, et seq. and the Order granting the City a Final Judgment of Compliance and Repose.

CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK HELD ON JANUARY 26, 2021

DEBORAH KARLSSON, CITY CLERK
**Attachment A**

**Employer Outreach:** Names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>United Parcel Service Inc. NY Corp</td>
<td>492 County Ave, Secaucus</td>
</tr>
<tr>
<td>USPS</td>
<td>80 County Road, Jersey City</td>
</tr>
<tr>
<td>Liz Claiborne Inc</td>
<td>1 Claiborne Ave, North Bergen</td>
</tr>
<tr>
<td>Credit Suisse First Boston LLC</td>
<td>1 Pershing Plz Jersey City</td>
</tr>
<tr>
<td>HealthCare Staffing and Consult</td>
<td>26 Journal Square, Jersey City</td>
</tr>
<tr>
<td>Ritter Sysco Food Service</td>
<td>20 Theodore Conrad Dr. Jersey City</td>
</tr>
<tr>
<td>Jersey City Medical Center Inc.</td>
<td>50 Grand St, Secaucus</td>
</tr>
<tr>
<td>Marsh USA Inc.</td>
<td>121 River St, Hoboken</td>
</tr>
<tr>
<td>National Retail Systems Inc.</td>
<td>2820 16th St North Bergen</td>
</tr>
<tr>
<td>Community Corrections Corp</td>
<td>Lincoln Hwy Kearny</td>
</tr>
<tr>
<td>Marine Personnel &amp; Provisioning Inc.</td>
<td>1200 Harbor Blvd Weehawken</td>
</tr>
<tr>
<td>Port Authority of NY and NJ</td>
<td>241 Erie St. Jersey City and 120 Academy St.</td>
</tr>
<tr>
<td></td>
<td>Jersey City</td>
</tr>
<tr>
<td>Christ Hospital Health Service</td>
<td>176 Palisade Ave, Jersey City</td>
</tr>
<tr>
<td>Bayonne Hospital</td>
<td>29th Street and Ave E, Bayonne</td>
</tr>
<tr>
<td>Salson Logistics Inc.</td>
<td>2100 88th St and 7373 West Side Ave, North</td>
</tr>
<tr>
<td></td>
<td>Bergen, NJ</td>
</tr>
<tr>
<td>National Financial Service</td>
<td>1000 Plaza, Jersey City</td>
</tr>
<tr>
<td>Fleet NJ Company Development Corp.</td>
<td>10 Exchange Place, Jersey City</td>
</tr>
<tr>
<td>Maidenform Inc</td>
<td>154 Ave E, Bayonne</td>
</tr>
<tr>
<td>Lord Abbett &amp; Company</td>
<td>90 Hudson City, Jersey City</td>
</tr>
<tr>
<td>Liberty Health Plan Inc.</td>
<td>50 Baldwin Ave Jersey City</td>
</tr>
<tr>
<td>Port Imperial Ferry Corp.</td>
<td>Pershing Rd Secaucus</td>
</tr>
<tr>
<td>Hudson News</td>
<td>1305 Paterson Plank Rd, North Bergen</td>
</tr>
<tr>
<td>Palisades General Hospital</td>
<td>7600 River Rd North Bergen, NJ</td>
</tr>
<tr>
<td>Equiserve Inc.</td>
<td>525 Washington Blvd Jersey city</td>
</tr>
<tr>
<td>Ciricorp Data Systems Incorporated</td>
<td>1919 Park Ave Secaucus</td>
</tr>
<tr>
<td>Meadowlands Hospital Medical Center</td>
<td>Meadowlands Pkwy Secaucus</td>
</tr>
<tr>
<td>Retailers &amp; Manufacturers Dist Marking Serv.</td>
<td>50 Metro Way Secaucus</td>
</tr>
<tr>
<td>Dynamic Delivery Corp</td>
<td>125 Pennsylvania Ave Kearny, NJ</td>
</tr>
<tr>
<td>Bowne Business Communications Inc.</td>
<td>215 County Ave Secaucus</td>
</tr>
<tr>
<td>North Hudson Community Action Corp.</td>
<td>5301 Broadway West New York 07093</td>
</tr>
<tr>
<td>Goya Foods Inc.</td>
<td>100 Seaview Dr. Secaucus</td>
</tr>
<tr>
<td>Cristi Cleaning Service</td>
<td>204 Paterson Plank Rd Union, NJ</td>
</tr>
</tbody>
</table>
## Bergen County

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hackensack University Medical Center</td>
<td>30 Prospect Ave, Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Professional Employer Group Service</td>
<td>2050 Center Ave Ste 336 Fort Lee</td>
</tr>
<tr>
<td>County of Bergen, NJ</td>
<td>1 Bergen County Plaza Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Society of the Valley Hospital</td>
<td>223 N Van Dien Ave Ridgewood</td>
</tr>
<tr>
<td>NJ Sports &amp; Expo Authority</td>
<td>50 State Highway 120 East Rutherford</td>
</tr>
<tr>
<td>Merck-Medco Managed Care LLC</td>
<td>100 Parsons Pond Dr. Franklin Lakes 07417</td>
</tr>
<tr>
<td>Quest Diagnostics Incorporated</td>
<td>1 Malcolm Ave Teterboro, NJ 07608</td>
</tr>
<tr>
<td>AT&amp;T</td>
<td>15 E Midland Ave Paramus</td>
</tr>
<tr>
<td>Englewood Hospital and Medical Center</td>
<td>350 Engle St, Englewood</td>
</tr>
<tr>
<td>Aramark Svcs Management of NJ Inc</td>
<td>50 Route 120 East Rutherford</td>
</tr>
<tr>
<td>Holy Name Hospital</td>
<td>718 Teaneck Road Teaneck</td>
</tr>
<tr>
<td>Doherty Enterprises Inc</td>
<td>7 Pearl Ct Allendale</td>
</tr>
<tr>
<td>Bergen Regional Medical Center</td>
<td>230 East Ridgewood Ave Paramus</td>
</tr>
<tr>
<td>Insedda supermarkets, Inc.</td>
<td>20 Ridge Rd Mahwah</td>
</tr>
<tr>
<td>Howmedica Osteonics Corp</td>
<td>59 Route 17 Allendale</td>
</tr>
<tr>
<td>Becton Dickinson &amp; Company Corp</td>
<td>1 Becton Dr. Franklin Lakes</td>
</tr>
<tr>
<td>Pearson Education, Inc.</td>
<td>1 Lake St. Upper Saddle River</td>
</tr>
</tbody>
</table>

## Passaic County

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>D&amp;E Pharmaceutical Co.</td>
<td>206 Macoprin Rd Bloomingdale, NJ 07403</td>
</tr>
<tr>
<td>Acme Markets</td>
<td>467 AllWood Rd Clifton, NJ 07012</td>
</tr>
<tr>
<td>St. Mary’s Hospital</td>
<td>350 Boulevard Passaic, NJ 07055</td>
</tr>
<tr>
<td>Merry Maids</td>
<td>14 Riverside Square Mall, Bloomingdale, NJ 07403</td>
</tr>
<tr>
<td>Health Center at Bloomingdale</td>
<td>255 Union Ave Bloomingdale, NJ 07403</td>
</tr>
<tr>
<td>Sommers Plastic Product Co. Inc.</td>
<td>31 Styertowne Rd Clifton, NJ 07012</td>
</tr>
<tr>
<td>St. Joseph's Hospital</td>
<td>703 Main St. Paterson, NJ 07503</td>
</tr>
<tr>
<td>BAE Systems</td>
<td>164 Totowa Rd, Wayne, NJ 07470</td>
</tr>
<tr>
<td>Drake Bakeries Inc</td>
<td>75 Demarest Dr, Wayne, NJ 07470</td>
</tr>
<tr>
<td>Toys R Us National Headquarters</td>
<td>1 Geoffrey Way, Wayne, NJ 07470</td>
</tr>
<tr>
<td>GAF Materials Corporation</td>
<td>1361 Alps Rd, Wayne, NJ 07470</td>
</tr>
<tr>
<td>Valley National Bank Headquarters</td>
<td>1455 Valley Road Wayne, New Jersey 07470</td>
</tr>
<tr>
<td>Sussex County</td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td></td>
</tr>
<tr>
<td>Selective Insurance</td>
<td>40 Wantage Ave, Branchville, NJ</td>
</tr>
<tr>
<td>Andover Subacute and Rehab Center</td>
<td>99 Mulford Rd Bldg 2, Andover, NJ</td>
</tr>
<tr>
<td>Mountain Creek Resorts</td>
<td>200 State Rt 94, Vernon, NJ</td>
</tr>
<tr>
<td>County of Sussex</td>
<td>One Spring Street, Newton, NJ 07860</td>
</tr>
<tr>
<td>Newton Memorial Hospital Inc.</td>
<td>175 High St, Newton, NJ</td>
</tr>
<tr>
<td>Vernon Township Board of Education</td>
<td>539 State Rt 515, Vernon, NJ</td>
</tr>
<tr>
<td>F.O. Phoenix (Econo-Pak)</td>
<td>1 Wiebel Plz, Sussex, NJ</td>
</tr>
<tr>
<td>Hopatcong Board of Education</td>
<td>2 Windsor Ave, Hopatcong, NJ</td>
</tr>
<tr>
<td>Saint Clare's Hospital</td>
<td>20 Walnut St, Sussex, NJ</td>
</tr>
<tr>
<td>Ames Rubber Corp</td>
<td>19 Ames Blvd, Hamburg, NJ</td>
</tr>
</tbody>
</table>
APPENDIX G.1.
DEVELOPMENT FEE ORDINANCE, ORDINANCE NO. 52-2020,
ADOPTED DECEMBER 22, 2020
CITY OF HACKENSACK
ORDINANCE NO. 52-2020

AN ORDINANCE TO AMEND ARTICLE II, "DEVELOPMENT FEES" OF CHAPTER 45A OF THE CITY CODE, "AFFORDABLE HOUSING," TO COMPLY WITH CURRENT STATE AFFORDABLE HOUSING REGULATIONS

WHEREAS, Article II, "Development Fees" of Chapter 45A of the Code of the City of Hackensack, "Affordable Housing," must be amended to comply with current state affordable housing regulations.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hackensack, as follows:

Section 1: Article II, "Development Fees" of Chapter 45A of the Code of the City of Hackensack, "Affordable Housing," is hereby amended as follows [additions by underline, deletions by strikethrough]:

Article II Development Fees

§45A-23 Purpose.

A. In Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27D-301 et seq., and the state constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.

B. Pursuant to P.L. 2008, c. 46, Section 8 (N.J.S.A. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from nonresidential development.

C. In Re: Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH’s duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 are under the Court’s jurisdiction and are subject to approval by the Court.

D. This article establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L. 2008, c. 46, Sections 8 and 32 through 38. Fees collected pursuant to this article shall be used for the sole purpose of providing low- and moderate-income housing. This article shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. § 97-8 5.93-8.

§45A-24 Approval required.
A. This article shall not be effective until approved by COAH pursuant to N.J.A.C. 5:96-5.1 the Superior Court approves the City's development fee ordinance in accordance with N.J.A.C. 5:93-8.

B. The City of Hackensack shall not spend development fees until COAH the Superior Court has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3 5:93-8.

§45A-25 Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

AFFORDABLE HOUSING DEVELOPMENT
A development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-percent affordable development.

COAH or the COUNCIL
The New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the state. Pursuant to the opinion and order of the New Jersey Supreme Court dated March 10, 2015, in the matter of In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing (M-392-14) 067126, any reference to COAH or the Council shall be understood to refer to the Superior Court of New Jersey, Law Division, Bergen County.

DEVELOPER
The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT FEE
Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.

EQUALIZED ASSESSED VALUE
The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L.1973, c.123 (N.J.S.A. 54:1-35a through 54:1-35c).

GREEN BUILDING STRATEGIES
Those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

§45A-26 Residential development fees.

A. Imposed fees.
(1) Within all zoning district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1-1/2% one and one-half percent (1.5%) of the equalized assessed value for residential development, provided no increased density is permitted. This fee is imposed when, upon discretion of City Council, residential developers are not required to provide for their growth share as part of construction, or a payment in lieu of on-site construction is made to the City's Affordable Housing Trust Fund.

(2) When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of six percent (6%) of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1-1/2% one and one-half percent (1.5%) of the equalized assessed value on the first two units; and the specified higher percentage up to six percent (6%) of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

B. Eligible exactions, ineligible exactions and exemptions for residential development.

(1) Affordable housing developments and developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.

(2) Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.

(3) Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

(4) Developers of residential development with one or two owner-occupied dwelling units, residential structures, demolished and replaced as a result of a natural disaster shall be exempt from paying a development fee.

§45A-27 Nonresidential Development Fees.

A. Imposed fees.

(1) Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized
assessed value of the land and improvements, for all new nonresidential construction on an unimproved lot or lots.

(2) Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.

(3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

(1) The nonresidential portion of a mixed-use inclusionary or market-rate development shall be subject to the development fee of 2.5%, unless otherwise exempted below. Redevelopment projects and other nonresidential projects where the developer has made a payment in lieu to the trust fund shall be exempt from development fees otherwise required, as approved by the City of Hackensack.

(2) The fee of 2.5% shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

(3) Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, State of New Jersey Non-Residential Development Certification/Exemption form. Any exemption claimed by a developer shall be substantiated by that developer.

(4) A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.

(5) If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the City of Hackensack as a lien against the real property of the owner.

C. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
D. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

§45A-28 Collection Procedures.

A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.

B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, State of New Jersey Non-Residential Development Certification/Exemption, to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

C. The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.

D. Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

E. The construction official responsible for the issuance of a final certificate of occupancy shall notify the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

F. Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development, calculate the development fee, and thereafter notify the developer of the amount of the fee.

G. Should the City of Hackensack fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection B of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).

H. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.

I. Appeal of development fees.

(1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the City of Hackensack. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-
1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

(2) A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the City of Hackensack. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§45A-29 Affordable Housing Trust Fund

A. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer or Treasurer of the City of Hackensack for the purpose of depositing development fees and payments-in-lieu collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.

B. The following additional funds shall be deposited in the Affordable Housing Trust Fund unless otherwise approved by the State of New Jersey and shall at all times be identifiable by source and amount:

(1) Payments in lieu of on-site construction of affordable units;

(2) Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;

(3) Rental income from municipally operated units except as otherwise administered by the Hackensack Housing Authority;

(4) Repayments from affordable housing program loans;

(5) Recapture funds;

(6) Proceeds from the sale of affordable units; and

(7) Any other funds collected in connection with the City of Hackensack’s affordable housing program except as otherwise administered by the Hackensack Housing Authority.

C. Within seven days from the opening of the trust fund account, the City of Hackensack shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the City of Hackensack’s official bank, and COAH, to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b). In the event of a failure by the City of Hackensack to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff’d 442 N.J. Super. 563); or the expenditure of funds on activities not approved
by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the City of Hackensack, or, if not practicable, then within the County or the Housing Region.

D. Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.

E. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH the Court.

§45A-30 Use of funds.

A. The expenditure of all funds shall conform to a spending plan approved by COAH the Court. Funds deposited in the housing trust fund may be used for any activity approved by COAH the Court to address the City of Hackensack's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to:

(1) Preservation or purchase of housing for the purpose of maintaining or implementing affordability controls;

(2) Rehabilitation, new construction of affordable housing units and related costs;

(3) Accessory apartment;

(4) Market to affordable;

(5) Conversion of existing nonresidential buildings to create new affordable units;

(6) Green building strategies designed to be cost saving and in accordance with accepted national or state standards;

(7) Purchase of land for affordable housing;

(8) Improvement of land to be used for affordable housing;

(9) Extensions or improvements of roads and infrastructure to affordable housing sites;

(10) Financial assistance designed to increase affordability;

(11) Administration necessary for implementation of the Housing Element and Fair Share Plan; or

(12) Any other activity as permitted pursuant to N.J.A.C. §5:97-8.7 through §5:97-8.9 §5:93-8 and specified in the approved spending plan.
B. Funds shall not be expended to reimburse the City of Hackensack for past housing activities.

C. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.

(1) Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs.

(2) Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal fair share plan to make them affordable to households earning 30% or less of median income. The use of development fees in this manner may entitle the City of Hackensack to bonus credits pursuant to N.J.A.C. 5:97-3.7.

(3) Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D. The City of Hackensack may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18 5:94-7.

E. No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a housing element and fair share plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the Affordable Housing Trust Fund.

§45A-31 Monitoring.

The City of Hackensack shall complete and return to COAH all monitoring forms included in monitoring requirements related to the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the City's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH. All monitoring reports shall be completed on forms designed by COAH. On an annual basis commencing with the first anniversary of the entry of the Order granting a Final Judgment of Compliance and Repose, the City of Hackensack shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs ("DCA"), COAH, or Local Government Services ("LGS"), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms.
developed for this purpose by the DCA, COAH, or LGS. This reporting shall include an accounting of all housing trust fund activity, including the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the City's housing program, as well as to the expenditure of revenues and implementation of the plan approved by the Court.

§45A-32 Ongoing collection of fees.

A. The ability for the City of Hackensack to impose, collect and expend development fees shall expire with its substantive certification, unless the City of Hackensack has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification, and has received COAH's approval of its development fee ordinance. The ability for the City of Hackensack to impose, collect and expend development fees shall expire with its substantive certification unless the City of Hackensack has filed an adopted Housing Element and Fair Share Plan with the court or other appropriate jurisdiction, has filed a Declaratory Judgment action and has received court approval of its development fee ordinance.

B. If the City of Hackensack fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification or judgment of compliance and repose, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320).

C. The City of Hackensack shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall the City of Hackensack retroactively impose a development fee on such a development. The City of Hackensack shall not expend development fees after the expiration of its substantive certification or judgment of compliance and repose.

Section 2: Repeal of Inconsistent Provisions. All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it being the legislative intent that all ordinances or part of ordinances now existing or in effect unless the same being conflict or inconsistent with any provision of this Ordinance shall remain in effect.

Section 3: Severability. The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remain in effect; it being the legislative intent this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Codification. This Ordinance shall be a part of the Code of the City of Hackensack as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code. The City Clerk and the City Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hackensack in the event that the
codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repeaters of existing provisions not intended to be repealed.

**Section 5:**
This Ordinance shall take effect upon passage, adoption, and publication in the manner prescribed by law.

Introduced: December 8, 2020  
Adopted: December 22, 2020

ATTEST:
By: Deborah Karlsson, City Clerk

CITY OF HACKENSACK  
By: John P. Labrosse Jr., Mayor
APPENDIX G.2.
CONSENT ORDER APPROVING DEVELOPMENT FEE ORDINANCE
SURENIAN, EDWARDS & NOLAN, LLC
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742
(732) 612-3100
Attorneys for Declaratory Plaintiff, City of Hackensack
By: Jeffrey R. Surenian (Attorney ID: 024231983)
    Nancy L. Holm (Attorney ID: 013442006)

IN THE MATTER OF THE
APPLICATION OF THE CITY OF
HACKENSACK, COUNTY OF BERGEN

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BERGEN COUNTY

DOCKET NO.: BER-L-5731-15

CIVIL ACTION – MOUNT LAUREL

CONSENT ORDER
APPROVING THE
CITY OF HACKENSACK’S
DEVELOPMENT FEE ORDINANCE

THIS MATTER having been opened via the filing a Declaratory Judgment Complaint, along with a simultaneous motion for temporary immunity, by Surenian, Edwards & Nolan, LLC, Jeffrey R. Surenian, Esq. and Nancy L. Holm, Esq. appearing on behalf of Declaratory Plaintiff, the City of Hackensack (hereinafter the “City” or “Hackensack”); and the City and Fair Share Housing Center having negotiated and executed an amendment to their September 10, 2020 Settlement Agreement (“FSHC Settlement Agreement”); and the City and Fair Share Housing Center having executed a First Amendment to the FSHC Settlement Agreement (“First Amendment”); and the City and Fair Share Housing Center having agreed to adjourn the combined Fairness and Compliance Hearing to a Court-determined date in March 2022; and the City and Fair Share Housing Center having agreed that in the meantime, the City’s amended Development Fee Ordinance, adopted December 22, 2020 as part of the City’s satisfaction of the terms of the FSHC Settlement Agreement, should be approved in the interim to allow for seamless collection
of development fees for affordable housing activity prior to the combined Fairness and Compliance Hearing; and for good cause appearing:

IT IS on this 13th day of December 2021, ORDERED as follows:

1. The City of Hackensack’s updated and adopted Development Fee Ordinance, which is attached hereto as Exhibit A, is hereby approved; and

2. Any changes to said Development Fee Ordinance requested by the Court Master and Fair Share Housing Center, and agreed upon by the parties, shall be adopted by the City prior to the Compliance Hearing, where said changes will be considered for approval by the Court.

3. Counsel for the City shall provide all parties with a copy of this Order within seven (7) days of receipt.

HON. GREGG A. PADOVANO, J.S.C.

The parties authorize and hereby consent to the entry and the form of this Order:

Adam M. Gordon, Esq.
Counsel for
FAIR SHARE HOUSING CENTER

November 17, 2021
Date

Nancy L. Huhn, Esq.
Counsel for
CITY OF HACKENSACK

November 17, 2021
Date
CITY OF HACKENSACK
ORDINANCE NO. 52-2020

AN ORDINANCE TO AMEND ARTICLE II, "DEVELOPMENT FEES" OF CHAPTER 45A OF THE CITY CODE, "AFFORDABLE HOUSING," TO COMPLY WITH CURRENT STATE AFFORDABLE HOUSING REGULATIONS

WHEREAS, Article II, "Development Fees" of Chapter 45A of the Code of the City of Hackensack, "Affordable Housing," must be amended to comply with current state affordable housing regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HACKENSACK, as follows:

Section 1: Article II, "Development Fees" of Chapter 45A of the Code of the City of Hackensack, "Affordable Housing," is hereby amended as follows [additions by underline, deletions by strikethrough]:

Article II Development Fees

§45A-23 Purpose.

A. In Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27D-301 et seq., and the state constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.

B. Pursuant to P.L. 2008, c. 46, Section 8 (N.J.S.A. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from nonresidential development.

C. In Re: Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 are under the Court’s jurisdiction and are subject to approval by the Court.

D. This article establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L. 2008, c. 46, Sections 8 and 32 through 38. Fees collected pursuant to this article shall be used for the sole purpose of providing low- and moderate-income housing. This article shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8 §93-8.

§45A-24 Approval required.
A. This article shall not be effective until approved by COAH pursuant to N.J.A.C. 5:96-5.1 the Superior Court approves the City’s development fee ordinance in accordance with N.J.A.C. 5:93-8.

B. The City of Hackensack shall not spend development fees until COAH the Superior Court has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:95-5.3 5:93-8.

§45A-25 Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

AFFORDABLE HOUSING DEVELOPMENT
A development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-percent affordable development.

COAH or the COUNCIL
The New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the state. Pursuant to the opinion and order of the New Jersey Supreme Court dated March 10, 2015, in the matter of In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing. (M-392-14) 067126, any reference to COAH or the Council shall be understood to refer to the Superior Court of New Jersey, Law Division, Bergen County.

DEVELOPER
The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT FEE
Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.

EQUALIZED ASSESSED VALUE
The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L.1973, c.123 (N.J.S.A. 54:1-35a through 54:1-35c).

GREEN BUILDING STRATEGIES
Those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

§45A-26 Residential development fees.

A. Imposed fees.
(1) Within all zoning district(s), residential developers, except for developers of the types of
development specifically exempted below, shall pay a fee of 1 1/2% one and one-half
percent (1.5%) of the equalized assessed value for residential development, provided no
increased density is permitted. This fee is imposed when, upon discretion of City
Council, residential developers are not required to provide for their growth share as part
of construction, or a payment in lieu of on-site construction is made to the City's
Affordable Housing Trust Fund.

(2) When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a
"d" variance) has been permitted, developers may be required to pay a development fee
of six percent (6%) of the equalized assessed value for each additional unit that may be
realized. However, if the zoning on a site has changed during the two-year period
preceding the filing of such a variance application, the base density for the purposes of
calculating the bonus development fee shall be the highest density permitted by right
during the two-year period preceding the filing of the variance application. Example: If
an approval allows four units to be constructed on a site that was zoned for two units, the
fees could equal 1 1/2% one and one-half percent (1.5%) of the equalized assessed value
on the first two units; and the specified higher percentage up to six percent (6%) of the
equalized assessed value for the two additional units, provided zoning on the site has not
changed during the two-year period preceding the filing of such a variance application.

B. Eligible exactions, ineligible exactions and exemptions for residential development.

(1) Affordable housing developments and developments where the developer is providing for
the construction of affordable units elsewhere in the municipality, and developments the
developer has made a payment in lieu of on-site construction of affordable units shall be
exempt from development fees.

(2) Developments that have received preliminary or final site plan approval prior to the
adoption of a municipal development fee ordinance shall be exempt from development
fees, unless the developer seeks a substantial change in the approval. Where a site plan
approval does not apply, a zoning and/or building permit shall be synonymous with
preliminary or final site plan approval for this purpose. The fee percentage shall be vested
on the date that the building permit is issued.

(3) Development fees shall be imposed and collected when an existing structure undergoes a
change to a more intense use, is demolished and replaced, or is expanded, if the
expansion is not otherwise exempt from the development fee requirement. The
development fee shall be calculated on the increase in the equalized assessed value of the
improved structure.

(4) Developers of residential development with one or two owner-occupied dwelling units,
residential structures, demolished and replaced as a result of a natural disaster shall be
exempt from paying a development fee.

§45A-27 Nonresidential Development Fees.

A. Imposed fees.

(1) Within all zoning districts, nonresidential developers, except for developers of the types
of development specifically exempted, shall pay a fee equal to 2.5% of the equalized
assessed value of the land and improvements, for all new nonresidential construction on an unimproved lot or lots.

(2) Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.

(3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

(1) The nonresidential portion of a mixed-use inclusionary or market-rate development shall be subject to the development fee of 2.5%, unless otherwise exempted below. Redevelopment projects and other nonresidential projects where the developer has made a payment in lieu to the trust fund shall be exempt from development fees otherwise required, as approved by the City of Hackensack.

(2) The fee of 2.5% shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

(3) Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, State of New Jersey Non-Residential Development Certification/Exemption form. Any exemption claimed by a developer shall be substantiated by that developer.

(4) A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.

(5) If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the City of Hackensack as a lien against the real property of the owner.

C. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
D. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

§45A-28 Collection Procedures.

A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.

B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, State of New Jersey Non-Residential Development Certification/Exemption, to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

C. The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.

D. Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

E. The construction official responsible for the issuance of a final certificate of occupancy shall notify the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

F. Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development, calculate the development fee, and thereafter notify the developer of the amount of the fee.

G. Should the City of Hackensack fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection B of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).

H. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.

I. Appeal of development fees.

(1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the City of Hackensack. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-
1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

(2) A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the City of Hackensack. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§45A-29 Affordable Housing Trust Fund

A. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer or Treasurer of the City of Hackensack for the purpose of depositing development fees and payments-in-lieu collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.

B. The following additional funds shall be deposited in the Affordable Housing Trust Fund unless otherwise approved by the State of New Jersey and shall at all times be identifiable by source and amount:

(1) Payments in lieu of on-site construction of affordable units;

(2) Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multi-story attached development accessible;

(3) Rental income from municipally operated units except as otherwise administered by the Hackensack Housing Authority;

(4) Repayments from affordable housing program loans;

(5) Recapture funds;

(6) Proceeds from the sale of affordable units; and

(7) Any other funds collected in connection with the City of Hackensack's affordable housing program except as otherwise administered by the Hackensack Housing Authority.

C. Within seven days from the opening of the trust fund account, the City of Hackensack shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the City of Hackensack's official bank, and COAH, to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b). In the event of a failure by the City of Hackensack to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 563 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved
by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended; provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the City of Hackensack, or, if not practicable, then within the County or the Housing Region.

D. Any party may bring a motion before the Superior Court presenting evidence of such condition(s) and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.

E. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH the Court.

§45A-30 Use of funds.

A. The expenditure of all funds shall conform to a spending plan approved by COAH the Court. Funds deposited in the housing trust fund may be used for any activity approved by COAH the Court to address the City of Hackensack's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to:

(1) Preservation or purchase of housing for the purpose of maintaining or implementing affordability controls;

(2) Rehabilitation, new construction of affordable housing units and related costs;

(3) Accessory apartment;

(4) Market to affordable;

(5) Conversion of existing nonresidential buildings to create new affordable units;

(6) Green building strategies designed to be cost saving and in accordance with accepted national or state standards;

(7) Purchase of land for affordable housing;

(8) Improvement of land to be used for affordable housing;

(9) Extensions or improvements of roads and infrastructure to affordable housing sites;

(10) Financial assistance designed to increase affordability;

(11) Administration necessary for implementation of the Housing Element and Fair Share Plan; or

(12) Any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 5:97-8.9 5:93-8 and specified in the approved spending plan.
B. Funds shall not be expended to reimburse the City of Hackensack for past housing activities.

C. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.

   (1) Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs.

   (2) Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal fair share plan to make them affordable to households earning 30% or less of median income. The use of development fees in this manner may entitle the City of Hackensack to bonus credits pursuant to N.J.A.C. §97-3-7.

   (3) Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D. The City of Hackensack may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. §96-18 5:94-7.

E. No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a housing element and fair share plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the Affordable Housing Trust Fund.

§45A-31 Monitoring.

The City of Hackensack shall complete and return to COAH all monitoring forms included in monitoring requirements related to the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on-site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the City's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH. All monitoring reports shall be completed on forms designed by COAH. On an annual basis commencing with the first anniversary of the entry of the Order granting a Final Judgment of Compliance and Repose, the City of Hackensack shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs (“DCA”), COAH, or Local Government Services (“LGS”), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms...
developed for this purpose by the DCA, COAH, or LGS. This reporting shall include an accounting of all housing trust fund activity, including the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the City’s housing program, as well as to the expenditure of revenues and implementation of the plan approved by the Court.

§45A-32 Ongoing collection of fees.

A. The ability for the City of Hackensack to impose, collect and expend development fees shall expire with its substantive certification, unless the City of Hackensack has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification, and has received COAH's approval of its development fee ordinance. The ability for the City of Hackensack to impose, collect and expend development fees shall expire with its substantive certification unless the City of Hackensack has filed an adopted Housing Element and Fair Share Plan with the court or other appropriate jurisdiction, has filed a Declaratory Judgment action and has received court approval of its development fee ordinance.

B. If the City of Hackensack fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification or judgment of compliance and repose, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320).

C. The City of Hackensack shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall the City of Hackensack retroactively impose a development fee on such a development. The City of Hackensack shall not expend development fees after the expiration of its substantive certification or judgment of compliance and repose.

Section 2:
Repeal of Inconsistent Provisions. All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it being the legislative intent that all ordinances or part of ordinances now existing or in effect unless the same being conflict or inconsistent with any provision of this Ordinance shall remain in effect.

Section 3:
Severability. The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remain in effect; it being the legislative intent this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4:
Codification. This Ordinance shall be a part of the Code of the City of Hackensack as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code. The City Clerk and the City Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hackensack in the event that the
codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Section 5:
This Ordinance shall take effect upon passage, adoption, and publication in the manner prescribed by law.

Introduced: December 8, 2020
Adopted: December 22, 2020

ATTEST:

By: [Signature]
Deborah Karlsson, City Clerk

CITY OF HACKENSACK

By: [Signature]
John P. Labrosse Jr., Mayor
RESOLUTION NO. 494-20

FINAL ADOPTION OF ORDINANCE 52-2020 AN ORDINANCE TO AMEND ARTICLE II, "DEVELOPMENT FEES" OF CHAPTER 45A OF THE CITY CODE, "AFFORDABLE HOUSING," TO COMPLY WITH CURRENT STATE AFFORDABLE HOUSING REGULATIONS

Motion offered by Deputy Mayor Canestrino and seconded by Deputy Mayor Sims that there be a public hearing.

PUBLIC HEARING – No one wished to speak.

Motion offered by Deputy Mayor Canestrino and seconded by Deputy Mayor Sims that the public hearing be closed.

BE IT RESOLVED by the City Council of the City of Hackensack, County of Bergen and State of New Jersey, that Ordinance No. 52-2020 has passed its second and final reading and is hereby adopted.

CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK HELD ON DECEMBER 22, 2020

DEBORAH KARLSSON, CITY CLERK
APPENDIX H.
AFFORDABILITY ASSISTANCE MANUAL, RESOLUTION NO. 38-21
ADOPTED JANUARY 26, 2021
CITY OF HACKENSACK

RESOLUTION NO. 38-21

RESOLUTION ADOPTING AN AFFORDABILITY ASSISTANCE MANUAL

WHEREAS, the Superior Court of New Jersey has scheduled a Mount Laurel Final Compliance Hearing, during which the Court will consider whether to approve the City’s Round 3 Housing Element and Fair Share Plan, its implementing ordinances, and ancillary documents; and,

WHEREAS, as part of the compliance process, an Affordability Assistance Manual has been prepared by Michael J. Mistretta, P.P., LLA, the author of the City’s Spending Plan; and,

WHEREAS, the Affordability Assistance Manual outlines the policies and procedures of the Affordability Assistance Program including the basic content and operation of the various program components; and,

WHEREAS, the manual is a mandatory element of the City’s package of documents to be considered by the Court at the above-referenced Compliance Hearing.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Hackensack, County of Bergen, State of New Jersey, approves and adopts its Affordability Assistance Manual, attached hereto as Exhibit A, in furtherance of the City’s implementation of its Affordability Assistance Program.


DEBORAH KARLSSON, CITY CLERK
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   c. Maximum Amount ............................................................................................... 3
   d. Repayment Terms, Repayment Agreement & Security Instruments .................. 3
III. Administration .......................................................................................................... 3
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     c. Emergency Repairs Program Procedures .................................................... 4
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EXHIBITS

EXHIBIT 1: Summary of Hackensack Affordability Assistance Program Terms
EXHIBIT 2: Affordability Assistance Application

Exhibits Under Separate Cover

EXHIBIT 3: Resolution Authorizing Down Payment/Closing Cost Assistance - LOAN
EXHIBIT 4: Resolution Authorizing First Month's Rent Assistance - GRANT
EXHIBIT 5: Affordability Assistance Program Repayment Agreement
EXHIBIT 6: Mortgage Securing Payment of Affordability Assistance Program Note
EXHIBIT 7: Recapture Mortgage Note for Affordability Assistance Program
EXHIBIT 8: Resolution Authorizing Emergency Repairs
EXHIBIT 9: Resolution Authorizing Creation of Additional Very-Low-Income Units
EXHIBIT 10: Emergency Repairs Grant Agreement
HACKENSACK AFFORDABILITY ASSISTANCE
Policies and Procedures Manual

I. INTRODUCTION

The purpose of this Manual is to describe the policies and procedures of the Affordability Assistance Program. This Manual describes the basic content and operation of the various affordable assistance program components. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations, terms, and/or procedures.

Where it is found that a new procedure may be more effective or can eliminate a recurring problem, that procedure may be incorporated into the program operation by amending this Operating Manual. In addition, this manual may be periodically revised to reflect changes in local, state, and federal policies and regulations relative to implementation of the affordable housing programs described herein. In accordance with the Federal Fair Housing Act and Equal Opportunities laws, it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped, or familial status.

II. TYPES OF AFFORDABILITY ASSISTANCE

There are four types of affordability assistance listed below. The specifics of each type are summarized in Exhibit 1.

1. **Down Payment and/or Closing Cost Assistance**—Affordability Assistance funds for down payment and/or closing costs will help low- and moderate-income households achieve the goal of homeownership. The goal of the program is to provide financial assistance to income-qualified homebuyers moving into affordable housing in Hackensack.

2. **Emergency Repairs**—Affordability Assistance funding is also available to assist owners of low- and moderate-units to make emergency related repairs, defined as heavily leaking roofs, inoperable heating systems during the winter months, immediately hazardous electrical systems and/or blocked sewer lines unresolved to unplug via a simple service call for under $1,000. This funding will help preserve the affordable deed restricted housing stock and the residents who reside in the homes. Only units in the City's Fair Share Plan ( portfolio of affordable units) may be eligible to apply. The minimum project size must be at least $1,000.

3. **First Month's Rent**—When applicants of affordable rental housing move into an affordable unit, they experience financial hardship resulting from paying the security deposit and first month's rent at the same time. To address this hardship, Hackensack will pay the first month's rent for renters moving into deed restricted affordable units. This assistance is a grant and does not need to be paid back.

4. **Create Additional Very-Low-Income Units**—Affordability assistance may be utilized to create additional very low income units by converting a moderate or low income unit into a very low income unit in new developments. The affordability assistance will result in additional very-low-income units beyond what is required by state affordable housing rules. Hackensack may negotiate with developers of inclusionary developments
to determine the appropriate amount of subsidy required to make the unit affordable to a very-low-income household. This subsidy amount may be determined by the following method outlined in N.J.A.C. 5:97-8.8 (2), but it is not required:

Example: A 100-unit development in a municipality consists of 80 market-rate rental units, 10 moderate-income rental units and 10 low-income rental units. Two of the low-income units are priced to be affordable to a household earning 30 percent of regional median income (RMI). The remaining eight low-income units are priced to be affordable to households earning 45 percent of RMI. The rental rate established for the units priced at a 45 percent level of affordability is $603.00 per month while the rental rate established for units priced at a 30 percent level of affordability is $353.00 for a difference of $250.00 per month or $3,000 per year. Assuming a capitalization rate of 8.5 percent would establish a 30-year present value of $35,294 on the reduced rental income. Therefore, a developer might consider re-pricing low-income units to provide additional very-low-income units in exchange for an up-front, lump sum payment of $35,294 for each unit re-priced.

This program can also be used to make existing low-income units more affordable (very-low-income) via subsidies and changes to existing deed restrictions.

a. **Hackensack Budget**

The budget for each of the programs and percentage spent on each type of assistance is summarized in Exhibit 1.

b. **Eligibility**

Applications submitted for affordability assistance will be provided on a first come, first-served basis according to the following criteria:

1. There are available affordability assistance funds in the applicable program budget.
2. The applicant is currently purchasing, owns or rents a deed restricted affordable unit in City of Hackensack as their primary residence.
3. The applicant has not received more than one affordability assistance grant per category in the past. For example, a household may apply for closing cost assistance and Emergency Repairs, however that household may only receive one award for each for the term of program (2025). This requirement can be waived under special circumstances.
4. The applicant is income certified. Applicants applying for down payment assistance and two months’ rent assistance will have already been income certified. Applicants applying for all other types of assistance will require income certification at the time of application.

c. **Maximum Amount**

The maximum amount of assistance that may be provided is in Exhibit 1.
d. **Repayment Terms, Repayment Agreement & Security Instruments**

The down payment assistance/closing cost assistance program will have a mortgage and note in favor of the municipality and executed by the property owner with the following terms:

*The loan principal is forgiven at 10% per year for a period of 10 years and is secured by a second mortgage and note.*

The First Month's Rent Program, Emergency Repairs program and Creation of Additional Very-Low-Income Units program are grants, and there is no repayment agreement.

There is a general funding agreement for the Creation of Additional Very-Low-Income Units program.

III. **ADMINISTRATION**

The Administrative Agent will be responsible for administering the Affordability Assistance Programs. Questions about these programs should be directed to the Administrative Agent, included on the next page. All forms are included in the appendices and the process for disbursing funds is outlined in the Exhibits. Contact information for the current Administrative Agent is provided by the City of Hackensack.

a. **First Month's Rent Program**

1. Applicant submits application.
2. Administrative Agent reviews and processes application.
3. Administrative Agent notifies City and prepares resolution authorizing grant.
4. City adopts Resolution.
5. City sends assistance directly to landlord.
6. Administrative Agent records assistance on master reporting spreadsheet.

b. **Down Payment and/or Closing Cost Assistance Program**

1. Applicant submits application.
2. Administrative Agent reviews and processes application.
3. Administrative Agent notifies City and prepares resolution authorizing award.
4. City adopts Resolution.
5. City disperses funds directly to escrow account or provides check to Administrative Agent to bring to closing.
6. The Repayment Agreement, Mortgage and Mortgage Note will be executed at closing. The terms of the mortgage are in the Mortgage Note, which is not recorded. The original recorded mortgage and mortgage note shall be retained by the Program Administrator and kept in the unit file.
7. Title Company will record the Mortgage as part of the closing documents.
8. The administrative agent will send the Agreement to the City to obtain the Mayor's signature, once executed the Program Administrator will send a copy to the owner.
9. Administrative Agent records assistance on master reporting spreadsheet.
c. **Emergency Repairs Program Procedures**

1. Applicant submits application.
2. Administrative Agent reviews and processes application, including income qualification if necessary.
3. City sends inspector to property to determine the scope of work and sends scope of work to applicant.
4. Applicant secures three quotes and submits quotes to Administrative Agent.
5. Applicant chooses preferred contractor and informs Administrative Agent. (NOTE – the applicant must be informed that work cannot begin until the funding agreement is signed or the costs may not be covered by the City)
6. Applicant signs and submits Funding Agreement to City.
7. City countersigns funding agreement and sends back to Administrative Agent.
8. Permits are pulled (if required) and work begins and is completed on the property.
9. Final inspection occurs by City Inspector and Certificate of Approval is completed.
10. Administrative Agent notifies City and prepares resolution authorizing award.
11. City adopts Resolution and processes payment to the Contractor.
12. Administrative Agent records assistance on master reporting spreadsheet.

d. **Creation of Additional Very-Low-Income Units Procedures**

1. Funding will be available on a case-by-case basis, to be negotiated with the housing developer.
EXHIBIT 1:
SUMMARY OF HACKENSACK AFFORDABILITY ASSISTANCE TERMS
<table>
<thead>
<tr>
<th><strong>OWNERSHIP</strong></th>
<th><strong>RENTAL</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Down Payment and/or Closing Cost Assistance</strong></td>
<td><strong>Create Additional Very Low Income Rental Units</strong></td>
</tr>
<tr>
<td><strong>Emergency Repairs</strong></td>
<td><strong>Two Month's Rent</strong></td>
</tr>
<tr>
<td><strong>Purpose</strong></td>
<td>Converting moderate or low income unit into very low income in new or existing affordable developments.</td>
</tr>
<tr>
<td>Help low and moderate income households achieve home-ownership</td>
<td><strong>Assist renters of affordable units by paying two months' rent.</strong></td>
</tr>
<tr>
<td><strong>Maximum Amount</strong></td>
<td>Determined on case by case basis.</td>
</tr>
<tr>
<td>$15,000/unit</td>
<td>See sample formula in program narrative.</td>
</tr>
<tr>
<td><strong>Deed Restriction and Terms</strong></td>
<td>Up to 2 months' rent.</td>
</tr>
<tr>
<td>The loan principal is forgiven at 10% per year for a period of 10 years and is secured by a second mortgage and note.</td>
<td>Direct subsidy to developer; does not need to be repaid, in lieu of providing new very low income units from prior low or moderate income units. A general funding agreement is required.</td>
</tr>
<tr>
<td><strong>Monthly Budget Required</strong></td>
<td><strong>Monthly Budget Required</strong></td>
</tr>
<tr>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><strong>Justification Required</strong></td>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><strong>Additional Criteria</strong></td>
<td></td>
</tr>
<tr>
<td>First time homebuyer not required. Applicants must have a personal down payment that is 5% of the unit's final contract price.</td>
<td>Borough must inspect property and determine scope of work to be used to secure contractor quotes. Applicants must secure 3 quotes from licensed and insured contractors prior to start of work.</td>
</tr>
<tr>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td><strong>Assistance to:</strong></td>
<td><strong>Assistance to:</strong></td>
</tr>
<tr>
<td>Closing Costs/Down payment assistance on HUD 1 or Seller's Closing Disclosure and Buyer's Closing Disclosure forms.</td>
<td>Contractor</td>
</tr>
<tr>
<td></td>
<td>Landlord</td>
</tr>
<tr>
<td><strong>Advertising</strong></td>
<td></td>
</tr>
<tr>
<td>Notify applicants when submit pre-application to purchase unit</td>
<td>Annual newsletter to owners</td>
</tr>
<tr>
<td>Township will inform new affordable housing developers.</td>
<td>Landlord &amp; Administrative Agent will inform applicants at the time they apply.</td>
</tr>
<tr>
<td><strong>Total Budget from Current Spending Plan is $1,582,252</strong></td>
<td><strong>Total Budget from Current Spending Plan is $1,582,252</strong></td>
</tr>
<tr>
<td>$600,000</td>
<td>$54,834</td>
</tr>
<tr>
<td>$527,418</td>
<td>$400,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Eligibility Criteria</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. There are available affordability assistance funds in the applicable program budget.</td>
</tr>
<tr>
<td>2. The applicant is currently purchasing, owns or rents a deed restricted affordable unit in Flordam Park Borough as their primary residence.</td>
</tr>
<tr>
<td>3. The applicant has not received more than one affordability assistance grant per category in the past. For example, a household may apply for closing cost assistance and emergency repairs assistance, however may only receive one award for each for the term of program (2025). This requirement can be waived under special circumstances.</td>
</tr>
<tr>
<td>4. The applicant is income certified. Applicants applying for down payment assistance and two month's rent assistance will have already been income certified. Applicants applying for all other types of assistance will require income certification at the time of application.</td>
</tr>
</tbody>
</table>
EXHIBIT 2:
APPLICATION FOR AFFORDABILITY ASSISTANCE IN CITY OF HACKENSACK
APPLICATION FOR AFFORDABILITY ASSISTANCE IN CITY OF HACKENSACK

This application must be fully completed so that it can be accepted and processed. This application is not transferable. If you require assistance, please call the Administrative Agent. If your application is complete and you are approved to receive affordability assistance, you will be certified by the Administrative Agent and notified by mail.

Applications submitted for affordability assistance will be provided on a first come-first-served basis according to the following criteria:

1. There are available affordability assistance funds in the applicable program budget.
2. The applicant is currently purchasing, owns or rents a deed restricted affordable unit in City of Hackensack as their primary residence.
3. The applicant has not received more than one affordability assistance grant per category in the past. For example, a household may apply for closing cost assistance and emergency repairs assistance, however may only receive one award for each for the term of program (2025). This requirement can be waived under special circumstances.
4. The applicant is income certified. Applicants applying for down payment assistance and two months' rent assistance will have already been income certified. Applicants applying for all other types of assistance will require income certification at the time of application.
Name: ___________________________ Date: ____________

1. Please indicate what type of assistance you are applying for (Choose one):

<table>
<thead>
<tr>
<th>Mark with X</th>
<th>Program</th>
<th>Details</th>
</tr>
</thead>
</table>
|             | Down Payment / Closing Cost Assistance | • $15,000  
• 0% Interest loan, forgiven at 10% per year for a period of 10 years and is secured by a second mortgage and note.  
• Applicants must have a minimum of 5% of their own funds towards the purchase of the Home. |
|             | First Month's Rent               | • First Month's rent.                                                                                                                   |
|             | Emergency Repairs                | • Minimum project size of $1,000  
• Funds to assist with emergency repairs required  
• Applications must submit detailed estimate from 3 licensed contractors at a later date to complete the application  
• Please additionally complete income eligibility form (attached) |

2. $ Amount of Request (Please see above for maximum amounts): ____________

CERTIFICATION

I hereby certify that all information concerning my family size, actual gross income as well as all other information contained herein is true and accurate to the best of my knowledge. I further understand that the Administrative Agent and Hackensack are relying upon this information in order to determine whether I qualify for affordability assistance. I further certify that the copies of the documents attached to this application are true and accurate copies of the originals of such documents. I further certify that I intend to personally occupy the unit as my primary residence except for reasonable periods of vacations and illnesses. I understand that I cannot sublet or re-rent the unit.

I authorize the Administrative Agent, City of Hackensack, or their agents, to check for accuracy on any and all statements and representations made in this application. This may include calls to employers to verify income, contact with banks, etc.

Applicant __________________________ Co-Applicant __________________________

Date __________________________ Date __________________________
Application for Subsidy Assistance

City of Hackensack

Please complete and submit with required documents to Administrative Agent if you have any questions.

Development: 

Property Address: 

Please fill out the full application below and mail to Administrative Agent. Make sure to include the required documents listed on page 9 of this application. Section 8 applicants do not qualify for this assistance.

1. APPLICANT INFORMATION:

Provide details for the Primary Applicant below. The Primary Applicant will be the main contact for this affordable housing. If there is another household member that will be a co-borrower or co-owner, please include their information under Co-applicant.

<table>
<thead>
<tr>
<th>Primary Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prefix</td>
</tr>
<tr>
<td>Email</td>
</tr>
<tr>
<td>Alternate Phone</td>
</tr>
<tr>
<td>Mailing Address</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>Date of Birth</td>
</tr>
<tr>
<td>County Currently Living In</td>
</tr>
<tr>
<td>County Currently Working In (If Applicable)</td>
</tr>
<tr>
<td>Primary Language</td>
</tr>
<tr>
<td>Race</td>
</tr>
<tr>
<td>American Indian or Alaska Native</td>
</tr>
<tr>
<td>Asian</td>
</tr>
<tr>
<td>Black or African American</td>
</tr>
<tr>
<td>Native Hawaiian or Pacific Islander</td>
</tr>
<tr>
<td>Ethnicity</td>
</tr>
<tr>
<td>□ Hispanic</td>
</tr>
<tr>
<td>Employment Status</td>
</tr>
<tr>
<td>□ Self-employed</td>
</tr>
</tbody>
</table>
### Co-Applicant (If Applicable)

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Name</th>
<th>Last Name</th>
<th>Suffix</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

**Email**

**Phone**

**Gender**

<table>
<thead>
<tr>
<th>Male</th>
<th>Female</th>
<th>Transgender</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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</tbody>
</table>

**Ethnicity**

<table>
<thead>
<tr>
<th>Hispanic</th>
<th>Not Hispanic</th>
<th>Choose Not to Respond</th>
</tr>
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<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Is this person a dependent of the Applicant and/or Co-Applicant?**

**Can Receive Text SMS**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Does this person live in the house more than 50% of the time?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Relationship to the Applicant?**

<table>
<thead>
<tr>
<th>Spouse</th>
<th>Boyfriend / Girlfriend / Fiancée</th>
<th>Child</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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</tbody>
</table>

**Race**

<table>
<thead>
<tr>
<th>American Indian or Alaska Native</th>
<th>Asian</th>
<th>Black or African American</th>
<th>Native Hawaiian or Pacific Islander</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>White</th>
<th>American Indian AND White</th>
<th>Asian AND White</th>
<th>Black or African American AND White</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Employment Status**

<table>
<thead>
<tr>
<th>Self-employed</th>
<th>Work full-time for employer</th>
<th>Work part-time for employer</th>
<th>Homemaker</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Full-time student</th>
<th>Permanently unable to work</th>
<th>Retired</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unemployed and seeking work</th>
<th>Unemployed and not seeking work</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Educational Attainment**

<table>
<thead>
<tr>
<th>Less than HS Diploma</th>
<th>Certification from a vocational or technical training program</th>
<th>Bachelor's Degree</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td></td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>High school diploma or equivalent</th>
<th>Associate's Degree</th>
<th>Master's or other graduate degree</th>
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</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Some post-secondary education</th>
<th>Associate's Degree</th>
<th>Master's or other graduate degree</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
2. HOUSEHOLD INFORMATION

Please provide information on any other members of your household, such as children, grandparents, or other members.

### Additional Household Member #1 (If Applicable)

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle</th>
<th>Last Name</th>
<th>Suffix</th>
<th>DOB</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gender</th>
<th>Ethnicity</th>
<th>Is this person a dependent of the Applicant and/or Co-Applicant?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Male</td>
<td>☐ Hispanic</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Female</td>
<td>☐ Not Hispanic</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Transgender</td>
<td>☐ Choose Not to Respond</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Other</td>
<td>☐ Hispanic</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Not Hispanic</td>
<td>☐ Choose Not to Respond</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Relationship to the applicant?</th>
<th>Spouse</th>
<th>Boyfriend/Girlfriend/Fiancée</th>
<th>Child</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes □ No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Race**
- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian or Pacific Islander
- ☐ White
- ☐ American Indian AND White
- ☐ Asian AND White
- ☐ Black or African American AND White
- ☐ Other multiple race
- ☐ Choose Not to Respond

**Employment Status**
- ☐ Self-employed
- ☐ Work full-time for employer
- ☐ Work part-time for employer
- ☐ Homemaker
- ☐ Full-time student
- ☐ Permanently unable to work
- ☐ Unemployed and seeking work
- ☐ Unemployed and not seeking work
- ☐ Retired
- ☐ Minor/child

### Additional Household Member #2 (If Applicable)

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle</th>
<th>Last Name</th>
<th>Suffix</th>
<th>DOB</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Gender</th>
<th>Ethnicity</th>
<th>Is this person a dependent of the Applicant and/or Co-Applicant?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Male</td>
<td>☐ Hispanic</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Female</td>
<td>☐ Not Hispanic</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Transgender</td>
<td>☐ Choose Not to Respond</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Other</td>
<td>☐ Hispanic</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Not Hispanic</td>
<td>☐ Choose Not to Respond</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Relationship to the applicant?</th>
<th>Spouse</th>
<th>Boyfriend/Girlfriend/Fiancée</th>
<th>Child</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes □ No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Race**
- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian or Pacific Islander
- ☐ White
- ☐ American Indian AND White
- ☐ Asian AND White
- ☐ Black or African American AND White
- ☐ Other multiple race
- ☐ Choose Not to Respond

**Employment Status**
- ☐ Self-employed
- ☐ Work full-time for employer
- ☐ Work part-time for employer
- ☐ Homemaker
- ☐ Full-time student
- ☐ Permanently unable to work
- ☐ Unemployed and seeking work
- ☐ Unemployed and not seeking work
- ☐ Retired
- ☐ Minor/child

### Additional Household Member #3 (If Applicable)

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle</th>
<th>Last Name</th>
<th>Suffix</th>
<th>DOB</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Gender</th>
<th>Ethnicity</th>
<th>Is this person a dependent of the Applicant and/or Co-Applicant?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Male</td>
<td>☐ Hispanic</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Female</td>
<td>☐ Not Hispanic</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Transgender</td>
<td>☐ Choose Not to Respond</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Other</td>
<td>☐ Hispanic</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Not Hispanic</td>
<td>☐ Choose Not to Respond</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Relationship to the applicant?</th>
<th>Spouse</th>
<th>Boyfriend/Girlfriend/Fiancée</th>
<th>Child</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes □ No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Race**
- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian or Pacific Islander
- ☐ White
- ☐ American Indian AND White
- ☐ Asian AND White
- ☐ Black or African American AND White
- ☐ Other multiple race
- ☐ Choose Not to Respond

**Employment Status**
- ☐ Self-employed
- ☐ Work full-time for employer
- ☐ Work part-time for employer
- ☐ Homemaker
- ☐ Full-time student
- ☐ Permanently unable to work
- ☐ Unemployed and seeking work
- ☐ Unemployed and not seeking work
- ☐ Retired
- ☐ Minor/child
<table>
<thead>
<tr>
<th>Gender</th>
<th>Ethnicity</th>
<th>Is this person a dependent of the Applicant and/or Co-Applicant?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td></td>
<td></td>
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<tr>
<td>Transgender</td>
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<tr>
<td>Other</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hispanic</td>
<td>Not Hispanic</td>
<td>Does this person live in the house more than 50% of the time?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Choose Not to Respond</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spouse</td>
<td>Boyfriend/Girlfriend/Fiancée</td>
<td>Relationship to the applicant?</td>
<td></td>
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</tr>
<tr>
<td>Child</td>
<td>Other</td>
<td></td>
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<tr>
<td>Asian</td>
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<tr>
<td>Black or African American</td>
<td>Asian AND White</td>
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<tr>
<td>Native Hawaiian or Pacific Islander</td>
<td>Black or African American AND White</td>
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</tr>
<tr>
<td>Employment Status</td>
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</tr>
<tr>
<td>Self-employed</td>
<td>Full-time student</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work full-time for employer</td>
<td>Permanently unable to work</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work part-time for employer</td>
<td>Unemployed and seeking work</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homemaker</td>
<td>Unemployed and not seeking work</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Household Member #4 (If Applicable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Name</td>
<td>Middle</td>
<td>Last Name</td>
<td>Suffix</td>
<td>DOB</td>
</tr>
<tr>
<td>Gender</td>
<td>Ethnicity</td>
<td>Is this person a dependent of the Applicant and/or Co-Applicant?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Male</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Female</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transgender</td>
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<tr>
<td>Other</td>
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</tr>
<tr>
<td>Hispanic</td>
<td>Not Hispanic</td>
<td>Does this person live in the house more than 50% of the time?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Choose Not to Respond</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Spouse</td>
<td>Boyfriend/Girlfriend/Fiancée</td>
<td>Relationship to the applicant?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child</td>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Race</td>
<td></td>
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<td>American Indian or Alaska Native</td>
<td>White</td>
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<tr>
<td>Asian</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black or African American</td>
<td>Asian AND White</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian or Pacific Islander</td>
<td>Black or African American AND White</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Employment Status</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Self-employed</td>
<td>Full-time student</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work full-time for employer</td>
<td>Permanently unable to work</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work part-time for employer</td>
<td>Unemployed and seeking work</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homemaker</td>
<td>Unemployed and not seeking work</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Additional Household Member #5 (If Applicable)

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Name</th>
<th>Last Name</th>
<th>Suffix</th>
<th>Date of Birth</th>
<th>Gender</th>
<th>Ethnicity</th>
<th>Is this person a dependent of the Applicant and/or Co-Applicant?</th>
<th>Relationship to the Applicant?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>☐ Yes ☐ No</td>
<td>☐ Spouse ☐ Boyfriend / Girlfriend / Fiancée ☐ Child ☐ Other</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>☐ Male</td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td>☐ Transgender</td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td>☐ Hispanic ❋</td>
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<td></td>
<td></td>
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<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
</tr>
<tr>
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<td></td>
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<td></td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
</tr>
</tbody>
</table>

### Race

- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian or Pacific Islander
- ☐ Other multiple race
- ☐ Choose Not to Respond

### Employment Status

- ☐ Self-employed
- ☐ Work full-time for employer
- ☐ Work part-time for employer
- ☐ Homemaker
- ☐ Full-time student
- ☐ Permanently unable to work
- ☐ Unemployed and seeking work
- ☐ Unemployed and not seeking work
- ☐ Retired
- ☐ Minor/child

### Additional Household Member #6 (If Applicable)

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Name</th>
<th>Last Name</th>
<th>Suffix</th>
<th>Date of Birth</th>
<th>Gender</th>
<th>Ethnicity</th>
<th>Is this person a dependent of the Applicant and/or Co-Applicant?</th>
<th>Relationship to the Applicant?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>☐ Yes ☐ No</td>
<td>☐ Spouse ☐ Boyfriend / Girlfriend / Fiancée ☐ Child ☐ Other</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>☐ Male</td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>☐ Female</td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>☐ Transgender</td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>☐ Other</td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
<td>☐ Hispanic ❋</td>
<td>☐ Not Hispanic ☐ Choose Not to Respond</td>
</tr>
</tbody>
</table>

### Race

- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian or Pacific Islander
- ☐ Other multiple race
- ☐ Choose Not to Respond

### Employment Status

- ☐ Self-employed
- ☐ Work full-time for employer
- ☐ Work part-time for employer
- ☐ Homemaker
- ☐ Full-time student
- ☐ Permanently unable to work
- ☐ Unemployed and seeking work
- ☐ Unemployed and not seeking work
- ☐ Retired
- ☐ Minor/child
3. INCOME

The income information you provide on this page goes into determining your eligibility for affordable housing.

### Income Source #1

<table>
<thead>
<tr>
<th>Income Earner</th>
<th>□ Applicant</th>
<th>□ Co-Applicant</th>
<th>□ Other Household Member</th>
<th>Gross Annual Income</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this income earner a full-time student?</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Income Type

- □ Full-time Employment
- □ Part-time Employment
- □ Self-Employment
- □ Spousal Support/Alimony
- □ Investment Income
- □ Pension/Annuity
- □ Social Security
- □ Other

| Date of Hire / Expected | Occupation Description |

### Income Source #2

<table>
<thead>
<tr>
<th>Income Earner</th>
<th>□ Applicant</th>
<th>□ Co-Applicant</th>
<th>□ Other Household Member</th>
<th>Gross Annual Income</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this income earner a full-time student?</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Income Type

- □ Full-time Employment
- □ Part-time Employment
- □ Self-Employment
- □ Spousal Support/Alimony
- □ Investment Income
- □ Pension/Annuity
- □ Social Security
- □ Other

| Date of Hire / Expected | Occupation Description |

### Income Source #3

<table>
<thead>
<tr>
<th>Income Earner</th>
<th>□ Applicant</th>
<th>□ Co-Applicant</th>
<th>□ Other Household Member</th>
<th>Gross Annual Income</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this income earner a full-time student?</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Income Type

- □ Full-time Employment
- □ Part-time Employment
- □ Self-Employment
- □ Spousal Support/Alimony
- □ Investment Income
- □ Pension/Annuity
- □ Social Security
- □ Other

| Date of Hire / Expected | Occupation Description |

### Income Source #4

<table>
<thead>
<tr>
<th>Income Earner</th>
<th>□ Applicant</th>
<th>□ Co-Applicant</th>
<th>□ Other Household Member</th>
<th>Gross Annual Income</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this income earner a full-time student?</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Income Type

- □ Full-time Employment
- □ Part-time Employment
- □ Self-Employment
- □ Spousal Support/Alimony
- □ Investment Income
- □ Pension/Annuity
- □ Social Security
- □ Other

| Date of Hire / Expected | Occupation Description |

### Income Source #5

<table>
<thead>
<tr>
<th>Income Earner</th>
<th>□ Applicant</th>
<th>□ Co-Applicant</th>
<th>□ Other Household Member</th>
<th>Gross Annual Income</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this income earner a full-time student?</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Income Type

- □ Full-time Employment
- □ Spousal Support/Alimony
- □ Investment Income
- □ SSI/SSDI

<p>| Date of Hire / Expected | Occupation Description |</p>
<table>
<thead>
<tr>
<th>Part-time Employment</th>
<th>Child Support</th>
<th>Pension/Annuity</th>
<th>Unemployment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-Employment</td>
<td>TANF/Public Assistance</td>
<td>Social Security</td>
<td>Other</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Hire / Expected</th>
<th>Occupation Description</th>
</tr>
</thead>
</table>

Additional Income Information

- **Does any member of your household who does not have a job, expect to seek full or part-time employment in the next year?**
  - □ Yes □ No

- **Does any member of your household work for an employer that pays in cash?**
  - □ Yes □ No

- **Is any member of your household expecting to take a leave of absence from work due to lay-off, medical, maternity or military leave?**
  - □ Yes □ No

- **Is any member of your household entitled to child support that he/she is not now receiving?**
  - □ Yes □ No

- **Does any member of your household now receive or expect to receive regular contributions from organizations or from individuals not living in the unit?**
  - □ Yes □ No

- **Is any member of your household responsible for paying child support or alimony?**
  - □ Yes □ No
  
  This amount will be deducted from your total annual income.

| If yes, monthly amount paid: |
|-----------------------------| $


4. ASSETS

Checking/Savings Bank Account Information
Please supply information for each of the household member's checking/savings accounts. Include ALL joint accounts.

<table>
<thead>
<tr>
<th>Account Owner</th>
<th>Account Type</th>
<th>Bank Name</th>
<th>Current Balance</th>
<th>Last 4 Digits of Account #</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Applicant □ Co-Applicant □ Other Household Member</td>
<td>□ Checking Account □ Savings Account</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>□ Applicant □ Co-Applicant □ Other Household Member</td>
<td>□ Checking Account □ Savings Account</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>□ Applicant □ Co-Applicant □ Other Household Member</td>
<td>□ Checking Account □ Savings Account</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>□ Applicant □ Co-Applicant □ Other Household Member</td>
<td>□ Checking Account □ Savings Account</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>□ Applicant □ Co-Applicant □ Other Household Member</td>
<td>□ Checking Account □ Savings Account</td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Other Assets Information
Please list other assets such as Certificate of Deposits (CDs), retirement accounts, pensions, 401k's, stocks, bonds, and trusts.

<table>
<thead>
<tr>
<th>Account Owner</th>
<th>Account Type</th>
<th>Bank/Asset Name</th>
<th>Current Balance</th>
<th>Last 4 Digits of Account #</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Applicant □ Co-Applicant □ Other Household Member</td>
<td>□ Retirement Account □ Investment Account □ CD □ Other</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>□ Applicant □ Co-Applicant □ Other Household Member</td>
<td>□ Retirement Account □ Investment Account □ CD □ Other</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>□ Applicant □ Co-Applicant □ Other Household Member</td>
<td>□ Retirement Account □ Investment Account □ CD □ Other</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>□ Applicant □ Co-Applicant □ Other Household Member</td>
<td>□ Retirement Account □ Investment Account □ CD □ Other</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>□ Applicant □ Co-Applicant □ Other Household Member</td>
<td>□ Retirement Account □ Investment Account □ CD □ Other</td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Additional Asset Information

Does any member of your household own real estate? □ Yes □ No
<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is there a mortgage on the property?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is there rental income?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are you planning on selling the real estate?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has any member of your household sold or given away real property or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>other assets (including cash) in the past two years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Please list the asset or assets sold or given away in the last two</td>
<td></td>
<td></td>
</tr>
<tr>
<td>years including the value:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 5. Current Living Situation:

Current living situation information is not a criteria in the approval process but it provides a clearer picture of the types of families who might benefit from affordable housing opportunities.

<table>
<thead>
<tr>
<th>How many bedrooms are in your current home?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 0 (Studio) □ 1 □ 2 □ 3 □ 4 □ 5 □ 6</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current Monthly Rent (If Applicable)</th>
<th>$</th>
<th>Do you have a Section 8 Voucher?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>□ Yes □ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monthly Utilities (Gas, Water, Electricity, Etc)</th>
<th>$</th>
<th></th>
</tr>
</thead>
</table>
6. Bank Accounts Deposits Description

Please note: You must explain all deposits on your bank accounts that do not show where the money came from, for example: if you received a direct deposit, it will show the Company Name on the deposit line. Those deposits do not need to be included on this explanation. (See below for an example of a deposit you would have to include):

Please fill out the below. This page does not need to be typed, but the descriptions must be clear and legible.

<table>
<thead>
<tr>
<th>Date of Deposit</th>
<th>Amount of Deposit</th>
<th>Description (Where the Money Came From)</th>
<th>Account Number (Please Enter)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/2017</td>
<td>$500.00</td>
<td>Family gift</td>
<td></td>
</tr>
<tr>
<td>(Example)</td>
<td>(Example)</td>
<td>(Example)</td>
<td>(Example)</td>
</tr>
</tbody>
</table>

Please print more pages in order to include all of the deposits made on your accounts for the past 6 months. Each account should be on a separate page.
Please list your estimated monthly expenses:

<table>
<thead>
<tr>
<th><strong>Auto</strong></th>
<th>Monthly Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Maintenance/Repairs</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Housing</strong></th>
<th>Monthly Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent/Mortgage</td>
<td></td>
</tr>
<tr>
<td>Home owners association</td>
<td></td>
</tr>
<tr>
<td>Property Tax</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Medical</strong></th>
<th>Monthly Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Insurance</td>
<td></td>
</tr>
<tr>
<td>Co-pays</td>
<td></td>
</tr>
<tr>
<td>Other (medications, glasses, etc.)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Utilities</strong></th>
<th>Monthly Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internet/phone/cable</td>
<td></td>
</tr>
<tr>
<td>Electricity/heating</td>
<td></td>
</tr>
<tr>
<td>Water Sewer</td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td></td>
</tr>
<tr>
<td>Cell Phone</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Other</strong></th>
<th>Monthly Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Childcare/day care</td>
<td></td>
</tr>
<tr>
<td>Child Support/Alimony</td>
<td></td>
</tr>
<tr>
<td>Credit card debt</td>
<td></td>
</tr>
<tr>
<td>Education</td>
<td></td>
</tr>
<tr>
<td>Food</td>
<td></td>
</tr>
<tr>
<td>Gas/tolls/parking</td>
<td></td>
</tr>
<tr>
<td>Public Transportation</td>
<td></td>
</tr>
<tr>
<td>Student loan</td>
<td></td>
</tr>
<tr>
<td>Tuition</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Other: (please specify)</strong></th>
<th>Monthly Expense</th>
</tr>
</thead>
</table>

**TOTAL Expenses**

---

If your total monthly expenses exceed your monthly income, how will you pay your household expenses in the future:

---

---
7. Supporting Documents
You must also submit the supporting documents on the following check list for all household members 18 years old or older. Please start gathering this information immediately as it may take several days to locate all of the documents.

<table>
<thead>
<tr>
<th>Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal photo identification: Driver’s License, passport, or State ID</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Income Related Documents – Provide All That Apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employment Income: 4 most recent consecutive pay stubs for all employed household members</td>
</tr>
<tr>
<td>Social Security: Most recent award letter</td>
</tr>
<tr>
<td>Temporary Assistance for Needy Families (TANF): Voucher or other verification</td>
</tr>
<tr>
<td>Pension: Letter from pension fund</td>
</tr>
<tr>
<td>Child Support: Current statement from NJ child support website, court order or notarized letter re: your child support status</td>
</tr>
<tr>
<td>Alimony: Current statement from NJ website or notarized letter regarding your alimony support status</td>
</tr>
<tr>
<td>Military Pay: Verification of military pay</td>
</tr>
<tr>
<td>Workers’ Compensation: Statement showing benefits</td>
</tr>
<tr>
<td>Unemployment Benefits: Statement showing benefits</td>
</tr>
<tr>
<td>Self Employed or Own Business: Year to date profit &amp; loss statement (not required if submitting K-1 with taxes)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bank Statements &amp; Other Accounts (Include All Joint Accounts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checking Account: All pages of statements for the last 6 consecutive months</td>
</tr>
<tr>
<td>Savings Account Statements including CD’s: All pages of statements for the last 6 consecutive months</td>
</tr>
<tr>
<td>Other Account Statements: Most recent statement for other assets such as retirement accounts, 401k’s, stocks, bonds, &amp; trusts</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tax Returns</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Tax Return: All pages of 1040 Federal Tax Return for the past 3 consecutive years</td>
</tr>
<tr>
<td>Sign the 2nd page of each Federal Tax Return (1040 form) to validate the copy</td>
</tr>
<tr>
<td>State Tax Return: All pages for the past 3 consecutive years</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If You Own an Investment Property or Rental Property, Please Also Provide The Following</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current mortgage statement</td>
</tr>
<tr>
<td>Investment property lease agreement (if applicable)</td>
</tr>
<tr>
<td>Current year tax assessment record</td>
</tr>
<tr>
<td>Real estate listing if this property is for sale</td>
</tr>
<tr>
<td>Contract with the realtor listing property if property is for sale</td>
</tr>
<tr>
<td>Foreclosure notice (LIS PENS, etc.) if the property is in foreclosure</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Divorce Decree: All pages of divorce decree &amp; settlement agreement</td>
</tr>
<tr>
<td>Full Time Student Over 18: School schedule to document full time status</td>
</tr>
<tr>
<td>Copy of your current lease agreement</td>
</tr>
<tr>
<td>Copy of your affordable housing certification</td>
</tr>
</tbody>
</table>
Applicant Certification:
I/we certify that if selected to receive assistance, the unit I/we occupy will be my/our only residence. I/we understand that the above information is being collected to determine my/our eligibility. I/we authorize the employer/owner/manager to verify all information provided on this application and to contact previous or current Landlords or other sources of credit and verification information which may be released to appropriate Federal, State, or local agencies. I/we certify that the statements made in this application are true and complete to the best of my/our knowledge and belief. I/we understand that false statements or information are punishable under Federal Law.

______________________________  __________________________
Signature of Head of Household   (Date)

______________________________  __________________________
Signature of Spouse/Co-Head Household   (Date)

In Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). It is Illegal to Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin.
APPENDIX I.
RESOLUTION OF INTENT TO BOND/FUND, RESOLUTION NO. 36-21
ADOPTED JANUARY 26, 2021
CITY OF HACKENSACK

RESOLUTION NO. 36-21

RESOLUTION APPROPRIATING FUNDS OR AUTHORIZING BONDING IN THE EVENT OF A SHORTFALL IN FUNDING FOR THE CITY’S AFFORDABLE HOUSING PROGRAMS

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on June 12, 2015, the City of Hackensack filed a Declaratory Judgment Complaint in the Superior Court, Law Division, Bergen County seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan, to be amended as necessary, satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the “Mount Laurel doctrine;” and,

WHEREAS, the City simultaneously, and ultimately secured, a protective order providing it with immunity from all exclusionary zoning lawsuits while it pursues approval of its Housing Element and Fair Share Plan, which is still in full force and effect; and,

WHEREAS, the City adopted a Housing Element and Fair Share Plan in January 2021; and,

WHEREAS, the City has prepared a Spending Plan consistent with N.J.A.C. 5:97-8.1 through 8.14 and P.L. 2008, c. 46; and,

WHEREAS, in the event the funding sources as identified in the City’s Spending Plan prove inadequate to complete the affordable housing programs included in the City’s Housing Element and Fair Share Plan and any future amendments thereof, and to the extent permitted by law, the City shall provide sufficient funding to address any shortfalls.

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Hackensack, County of Bergen, State of New Jersey, does hereby agree to
appropriate funds or authorize the issuance of debt to fund any shortfall in its affordable housing programs that may arise, whether due to inadequate funding from other sources or for any other reason, so long as it is consistent with the terms set forth in the City's Settlement Agreement with Fair Share Housing Center, dated September 10, 2020; and,

**BE IT FURTHER RESOLVED** that the City may repay such debt through future collections of development fees and in-lieu contributions, as such funds become available; and,

**BE IT FURTHER RESOLVED** that the Mayor, City Administrator, and City Clerk are authorized and designated to execute any and all necessary documents in order to implement the intent of this Resolution.


[Signature]

DEBORAH KARLSSON, CITY CLERK
APPENDIX J.
AGREEMENT OF UNDERSTANDING WITH HACKENSACK HOUSING AUTHORITY
DATED AUGUST 17, 2021
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<th>Intro</th>
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CITY OF HACKENSACK

RESOLUTION NO. 337-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HACKENSACK AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE HACKENSACK HOUSING AUTHORITY

WHEREAS, in response to the New Jersey Supreme Court’s decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015)("Mount Laurel IV"), the City filed a Declaratory Judgment Action on July 2, 2015 with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the City of Hackensack, County of Bergen, Docket No. BER-L-5731-15 (the "Compliance Action"), seeking a Judgment of Compliance and Repose approving its Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan") as may be amended; and

WHEREAS, the City simultaneously filed a motion for temporary immunity from all Mount Laurel lawsuits, including builder’s remedy lawsuits, which was granted by the Court, and said immunity is still in full force and effect today; and

WHEREAS, the City and Fair Share Housing Center ("FSHC") entered into a settlement agreement to settle the Compliance Action globally (hereinafter "FSHC Settlement Agreement"), which was approved by the Court via an Order entered on November 5, 2020 after a properly noticed Fairness Hearing was held; and

WHEREAS, the settlement agreement and Fair Share Plan provide for the City counting 50 units from the Patrick DiZenzo Court HHA development, located at 175 West Railroad Avenue, towards its 201-unit Prior Round obligation, provided that the current "residency preference" on those units is removed within two years of the date of the Court’s approval of the City’s Settlement Agreement with Fair Share Housing Center at a duly-noticed Fairness Hearing on October 22, 2020;
WHEREAS, the Hackensack and the City of Hackensack Housing Authority enter into an Agreement regarding the removal of the “residency preference” from 50 units of the Patrick DiZenko Court units prior to the Compliance Hearing;

WHEREAS, Hackensack and the City of Hackensack Housing Authority have agreed to enter into this comprehensive Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties;

WHEREAS, the City of Hackensack and the City of Hackensack Housing Authority wish to enter into this agreement (the “Hackensack Housing Authority Agreement”) to move forward with removal of the “residency preference” from 50 units of the Patrick DiZenko Court units; and

WHEREAS, the Hackensack Housing Authority Agreement, which is attached hereto as Exhibit A, has been reviewed and approved by the City’s professionals, along with the attorney(s) for the Hackensack Housing Authority; and

WHEREAS, the City Council finds it to be in the best interest of the City to help achieve compliance under Mount Laurel IV in its Compliance Action to enter into the Hackensack Housing Authority Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Hackensack, County of Bergen, State of New Jersey, state as follows:

1. The Mayor is hereby authorized and directed to execute the Hackensack Housing Authority Agreement in substantially the form attached hereto as Exhibit A.

2. The appropriate City officials and professionals are hereby authorized to take all actions necessary to carry out and complete the terms of the Hackensack Housing Authority Agreement.

CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK HELD ON AUGUST 16, 2021

DEBORAH KARLSSON, CITY CLERK

2
AGREEMENT

THIS AGREEMENT ("Agreement") made this ______ day of ______________ 2021 by and between:

CITY OF HACKENSACK, a municipal corporation of the State of New Jersey, County of Bergen, having an address at 65 Central Avenue, Hackensack, New Jersey 07601, (hereinafter the "City");

And

HACKENSACK HOUSING AUTHORITY, an autonomous authority organized under the Local Authorities Fiscal Control Act, N.J.S.A. 40A:5A, having an address at 65 First Street, Hackensack, New Jersey 07601, (hereinafter "HHA")

Collectively, the City and HHA shall be referred to as the "Parties."

WHEREAS, on March 8, 2015, the Supreme Court released In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV) which declared that, because the New Jersey Council on Affordable Housing was moribund, all Mount Laurel matters would be adjudicated by trial judges; and

WHEREAS, pursuant to Mount Laurel IV, the City filed the City filed a complaint seeking declaratory relief styled In the Matter of the Application of the City of Hackensack, Bergen County, Docket No. BER-L-5731-15 (hereinafter "DJ Action") on June 15, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan, as may be further amended in accordance with the terms of this settlement, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the City simultaneously sought and ultimately secured an Order protecting Hackensack from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan, and said immunity remains in full force and effect; and

WHEREAS, the immunity secured by Hackensack remains in force as of the date of this Agreement; and

WHEREAS, Hackensack and Fair Share Housing Center ("FSHC") engaged in good faith negotiations and reached an amicable accord on the various substantive provisions, terms and conditions that culminated in a formal agreement entered on September 10, 2020 and approved by the Court at a duly-noticed Fairness Hearing, held on October 22, 2020; and

WHEREAS, in order to implement the settlement with FSHC, the City Planning Board adopted, and the City Council endorsed a Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan"), which will be submitted for Court approval at a Compliance Hearing, currently scheduled for March 3, 2021; and
WHEREAS, the settlement agreement and Fair Share Plan provide for the City counting 50 units from the Patrick DiZenko Court HHA development, located at 175 West Railroad Avenue, toward its 201-unit Prior Round obligation, provided that the current “residency preference” on those units is removed within two years of the date of the Court’s approval of the City’s Settlement Agreement with Fair Share Housing Center at a duly-noticed Fairness Hearing, or October 22, 2020; and

WHEREAS, the Court Master required as a condition of the City obtaining a Judgment of Compliance and Repose from the Court that the City and HHA enter into an Agreement regarding the removal of the “residency preference” from fifty (50) units of the Patrick DiZenko Court units prior to the Compliance Hearing; and

WHEREAS, Hackensack and HHA have agreed to enter into this comprehensive Agreement, setting forth the terms, conditions, responsibilities, and obligations of the Parties; and

WHEREAS, the Parties agree to be bound by and to satisfy the contractual obligations strictly in accordance with the relevant terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

ARTICLE I – PURPOSE

1.1 The purpose of this Agreement is to remove the “residency preference” from fifty (50) units of the HHA’s Patrick DiZenko Court senior affordable housing development located at 175 West Railroad Avenue, Hackensack, New Jersey 07601. The “residency preference” refers to the scoring system utilized by the HHA for the qualification and placement of tenants in a vacant unit, where an additional application point is given for being a current resident of the City of Hackensack, thereby increasing the applicant’s score and overall chances for successfully obtaining placement in a unit. While permissible under Federal HUD regulations, the New Jersey Supreme Court in In re Warren, 132 N.J. 1 (1993), determined that such a preference was incompatible with the Mount Laurel doctrine. Accordingly, for any units within a municipality to be creditworthy toward the City’s affordable housing obligation under the Settlement Agreement with FSHC, the “residency preference” must be removed from fifty (50) units and these units be affirmatively marketed to the affordable housing region (Region 1: Bergen, Hudson, Passaic, and Sussex).

ARTICLE II – CITY OBLIGATIONS

2.1 Use of Affordable Housing Trust Funds: The City shall provide funds from its Affordable Housing Trust Fund for expenses incurred by the HHA related to the affirmative marketing, income qualification, and placement of an income-qualified tenant, commencing with the first vacancy after October 22, 2022, as well as reimbursement to the HHA for costs associated with any necessary administrative agent duties arising from this agreement.
2.2 Compliance with Regulations: In order for the City’s Affordable Housing Trust Funds to be utilized, HHA shall follow all relevant UHAC and COAH Regulations, as well as adhere to the City’s Affordable Housing Ordinance and current, adopted Affirmative Marketing Plan when filling vacancies after October 22, 2022. This shall include an amendment to the existing deed restriction on the property, if necessary, to remove the residency preference. HHA shall demonstrate, upon the City’s request, that all affirmative marketing, income qualifications, and other procedures have been followed for filling the vacancies after October 22, 2022.

2.3 Municipally-Sponsored Project: The City shall explore opportunities with the HHA for the development of a municipally-sponsored project of up to 60-unit, 100% affordable housing project that is creditworthy in accordance with COAH and UHAC regulations and income guidelines on City-owned land. Should the City and the HHA agree upon a proposed project, the City will enter into a Memorandum of Understanding with the HHA in support of the project. Once an MOU is signed, the City will support the project’s application for 9% Low Income Housing Tax Credits (LIHTC).

ARTICLE III – HHA OBLIGATIONS

3.1 Removal of “Residency Preference” on Patrick DiZenzo Court Units by October 22, 2022: With the first vacancy occurring after October 22, 2022, HHA will cease to utilize its waiting list of qualified occupants under its current application process and will begin affirmatively marketing and income qualifying tenants, complying with all of the other requirements of COAH Regulations, UHAC, and the City’s Affordable Housing Ordinance (“COAH Qualification Process”), including, but not limited to, affirmative marketing requirements, candidate qualification and screening requirements. Once a unit is filled by utilizing COAH Qualifications, each successive vacancy of that same unit shall be filled by utilizing the COAH Qualification Process. When the COAH process conflicts with federal funding source regulations, the federal regulation shall prevail.

3.2 Administrative Agent: The HHA shall have the option to administer the units itself, or shall contract with a qualified and experienced third-party Administrative Agent, which may be the City’s Administrative Agent, for the administration of the affordable units. The HHA and/or its Administrative Agent shall work with the City and the City’s Administrative Agent, should the HHA’s and the City’s Administrative Agent not be one and the same, regarding any affordable housing monitoring requirements imposed by COAH, its successor agency, if any, or the Court. The HHA shall provide, within thirty (30) days after written notice, detailed information reasonably requested by the City or the City’s Administrative Agent, should the Developer’s and the City’s Administrative Agent not be one and the same, concerning the Developer’s compliance with the settlement agreement between the City and FSHC as amended, UHAC, the City’s Affordable Housing Ordinance, the City’s Affordable Housing Plan, all applicable Court orders (including the City’s JOR), and other applicable laws. If the HHA chooses to change the Administrative Agent, the Developer shall provide the City, with at least sixty (60) days’ prior written notice, of its intent to change the Administrative Agent. All Administrative Agent expenses shall be reimbursed to HHA from the City’s Affordable Housing Trust Fund.

3.3 Inclusion Of Affordable Units In The City’s Affordable Housing Plan: The
affordable units in the Project have been included in the City’s Affordable Housing Plan. The affordable housing credits generated by the Project are being be applied against the City’s Prior Round affordable housing obligation. The affordable units are subject to the age restricted cap imposed on the City’s Prior Round obligation. See N.J.A.C. 5:93-5.14(a).

3.4. UHAC. Notwithstanding anything to the contrary contained herein, to the extent there is any difference between UHAC and the City’s Affordable Housing Ordinance and/or UHAC and this Agreement, the terms of the City’s Affordable Housing Ordinance and/or this Agreement, not UHAC, shall control.

3.5 45-Day Resident Comment Period Obligation: In accordance with HUD and HHA rules, whenever a policy change takes place, the HHA is required to notify its residents and allow for a 45-day comment period for current residents of Patrick DiZenza Court. Upon the adoption of the Resolution approving this Agreement, the HHA shall notify the Residents of Patrick DiZenza Court of the changes to the units set forth in this Agreement and allow for the 45-day resident comment period to commence. Once the comment period is completed, the HHA shall notify the City that the Agreement is then in full force and effect.

3.6 Obligation to Apply for 9% Low Income Housing Tax Credits for Municipally-Sponsored Project: Should the City and HHA enter into a Memorandum of Understanding for a municipally-sponsored project, as set forth in Paragraph 2.3, the HHA is obligated to diligently pursue 9% LIHTC for at least two application cycles after the effective date of the Memorandum of Understanding.

3.76 Obligation Not To Oppose City’s Implementation of its Affordable Housing Plan: As it pertains to Patrick DiZenza Court, HHA shall not directly or indirectly oppose or undertake any action to interfere with the implementation of the City’s Affordable Housing Plan, as it may be amended in any form, unless the Affordable Housing Plan materially affects or deprives HHA of any rights created hereunder.

ARTICLE IV – MUTUAL OBLIGATIONS

4.1 Obligation To Comply with State Regulations: The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Proposed Project or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

4.2 Mutual Good Faith, Cooperation, and Assistance. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the removal of the residency preference from fifty (50) units of the Patrick DiZenza Court units and the filling of vacancies using the COAH Qualification Process, consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

ARTICLE V - AFFORDABLE HOUSING CREDITS
5.1 Application Of Affordable Housing Credits: The Parties agree that the City shall be permitted to apply the affordable housing units contemplated by this Agreement towards its Mount Laurel obligations. The Parties acknowledge that the City is requesting Court approval for fifty (50) affordable housing credits from this Project. These are essential and non-severable conditions of this Agreement. Upon written notice, HHA agrees to supply the City with all documents within its possession that may be reasonably necessary to demonstrate the creditworthiness of the affordable units.

ARTICLE VI - COOPERATION AND COMPLIANCE

6.1 Implementation And Enforcement Of Agreement: The Parties agree to cooperate with each other, provide all reasonable and necessary documentation, and take all necessary actions to satisfy the terms and conditions hereof and assure compliance with the terms of this Agreement, subject to prior written agreement between the Parties on payment by the requesting party of the requested party’s direct costs and expenses in connection with such assistance. The City’s obligation to cooperate shall be further conditioned upon HHA paying and maintaining current its current Payment In Lieu of Taxes Agreement with the City.

ARTICLE VII - NOTICES

7.1 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the HHA Site (herein “Notice[s]”) shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days’ notice as provided herein:

TO HHA:  
HACKENSACK HOUSING AUTHORITY
Attention: Anthony Feorenzo, Executive Director
Hackensack Housing Authority
65 First Street
Hackensack, NJ 07601
Phone: (201) 342-4280
Fax:
email:

WITH COPIES TO:  
JOSEPH C. ZISA, Jr., Esq.
Law Offices of Joseph C. Zisa
77 Hudson Street
Hackensack, NJ 07601
Phone: (201) 342-1103
Fax: (201) 342-4799  
Email: jzisaeq@gmail.com

TO THE CITY OF HACKENSACK:

The City of Hackensack  
Attention: Deborah Karlsson, City Clerk  
65 Central Avenue  
Hackensack, NJ 07601  
Phone: (201) 646-3940  
Fax: (201) 457-1466  
dkarlsson@hackensack.org

WITH COPIES TO:  
Surenian, Edwards & Nolan, LLC  
Attention: Nancy L. Holm, Esq., Special Counsel  
707 Union Avenue, Suite 301  
Brielle, NJ 08730

Phone: (732) 612-3100  
Fax: (732) 612-3101  
NLH@surenian.com

AND TO:  
Cleary, Giacobbe, Alfieri & Jacobs, LLC  
Attention: Steven Kleinman, City Attorney  
169 Ramapo Valley Road  
Upper Level – Suite 105  
Oakland, NJ 07436  
skleinman@cgaclaw.com  
Phone: (973) 845-6700  
Fax: (201) 644-7601

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE VIII - MISCELLANEOUS

8.1 Severability: Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provisions of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

8.2 Successors Bound: The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in Patrick DiZenko Court, which is the
subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors and assigns, as herein set forth.

8.3 Governing Law: This Agreement shall be governed by and construed by the laws of the State of New Jersey.

8.4 No Modification: This Agreement may not be modified, amended, or altered in any way except by a writing signed by each of the Parties.

8.5 Effect of Counterparts: This Agreement may be executed simultaneously in one (1) or more facsimile or e-mail counterparts, each of which shall be deemed an original. Any facsimile or e-mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.

8.6 Voluntary Agreement: The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

8.7 Interpretation: Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

8.8 Assignment: None of the Parties may assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, HHA may, upon advance written notice to the City, but without consent of City, assign this Agreement to other existing or to be created entities that are owned or controlled by HHA and/or any of its principals.

8.9 Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

8.10 Entire Agreement: This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.

8.11 Conflict Of Interest: No member, official or employee of the City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, which is prohibited by law, absent the need to invoke the rule of necessity.
8.12 **Effective Date:** Anything herein contained to the contrary notwithstanding, the effective date ("Effective Date") of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

8.13 **Waiver.** Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

8.14 **Captions.** The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

8.15 **Default.** In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief, by way of a motion for enforcement of litigant’s rights.

8.16 **Notice of Actions.** The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware which may affect the provisions of this Agreement.

8.17 **Construction, Resolution of Disputes.** This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Bergen County. Service of any complaint may be effected consistent with the terms hereof for the delivery of “Notices,” hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

8.18 **Conflicts.** The Parties acknowledge that this Agreement cannot be affected by the DJ Action or any amendments to the City’s Affordable Housing Plan or Land Use and Development Ordinances and this Agreement shall control with respect to those matters as applied to Patrick DiZenza Court. Where there is a conflict between applicable New Jersey affordable housing rules and regulations and the U.S. Department of Housing and Urban Development (HUD), the HUD requirements shall prevail, with the exception of income level qualification, which is lower in New Jersey regulations.
THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest: 

Dated: 8-12-2021

Witness/Attest: 

By: Anthony Feorenzo 
as its Executive Director

By: [Signature] 

Anthony Feorenzo

Dated: January 2021

Witness/Attest: 

By: [Signature] 

Joseph C. Zisa Jr. 
An Attorney at Law 
of New Jersey

Dated: 8/17/2021

Witness/Attest: 

By: [Signature] 

John P. Labrosse, Mayor

By: [Signature] 

John P. Labrosse, Mayor

CITY OF HACKENSACK
APPENDIX K.
RESOLUTION NO. 49-21 APPOINTING MUNICIPAL HOUSING LIAISON
ADOPTED JANUARY 26, 2021
CITY OF HACKENSACK

RESOLUTION NO. 49-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HACKENSACK APPOINTING ALBERT DIB AS THE CITY’S MUNICIPAL HOUSING LIAISON

WHEREAS, the City of Hackensack’s Housing Element and Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.), applicable Council on Affordable Housing (“COAH”) regulations and Uniform Housing Affordability Controls (“UHAC”) regulations; and,

WHEREAS, the City Council desires to appoint a Municipal Housing Liaison for the administration of Hackensack’s affordable housing program to enforce the requirements of applicable COAH and UHAC regulations; and,

WHEREAS, the Code of the City of Hackensack, at Section 45A-18, provides for the appointment of a Municipal Housing Liaison to administer the City’s affordable housing program.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Hackensack, in the County of Bergen, State of New Jersey that Albert Dib, the City’s Redevelopment Director, is hereby appointed as the Municipal Housing Liaison for the administration of the City’s affordable housing program and to perform the duties contemplated by Section 45A-18 of the City Code.

CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK HELD ON JANUARY 26, 2021

DEBORAH KARLSSON, CITY CLERK
APPENDIX L.
RESOLUTION NO. 490-21 AUTHORIZING REQUEST FOR PROPOSALS (RFP’S) FOR ADMINISTRATIVE AGENT, ADOPTED DECEMBER 7, 2021
RESOLUTION AUTHORIZING THE ISSUANCE OF REQUESTS FOR PROPOSALS (RFP'S) FOR AN ADMINISTRATIVE AGENT FOR THE FAIR SHARE PLAN ADMINISTRATION OF AFFORDABLE HOUSING UNITS

WHEREAS, the City of Hackensack requires the services of an Administrative Agent for the Fair Share Plan Administration of Affordable Housing Units; and

WHEREAS, the City of Hackensack desires to use the competitive contracting process, which is considered a “fair and open” process under the “New Jersey Local Unit Pay-to-Play Law;” and

WHEREAS, such a purpose is expressly allowed for competitive contracting in accordance with N.J.S.A. 40A:11-4.1.b(3); and

WHEREAS, N.J.S.A. 40A:11-4.3 states that in order to initiate the competitive contracting process the governing body must pass a resolution authorizing same.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hackensack that the City Manager is hereby directed to issue Requests for Proposals (RFP’s) for an Administrative Agent for the Fair Share Plan Administration of Affordable Housing Units the Operation and Management of Data Processing Services.

CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK HELD ON DECEMBER 7, 2021

DEBORAH KARLSSON, CITY CLERK
APPENDIX M.1.
ORIGINAL REDEVELOPMENT PLAN, DATED APRIL 2021 AND ORDINANCE NO. 21-2021, ADOPTING THE LOT T REDEVELOPMENT PLAN, MAY 20, 2021
ORDINANCE NO. 21-2021
CITY OF HACKENSACK
COUNTY OF BERGEN

ORDINANCE ADOPTING THE LOT T REDEVELOPMENT PLAN FOR THE
Delineated redevelopment area consisting of block 305, lot 2
under the city's scattered sites redevelopment designation
for the development of inclusionary affordable housing

WHEREAS, pursuant to N.J.S.A. 40A:12A-6, on December 8, 2015, pursuant to
Resolution No. 515-15, the governing body of the City of Hackensack (the “City”)
authorized and requested the Planning Board to undertake a preliminary investigation
(the “Investigation”) to determine whether numerous City-owned properties, including
Block 305, Lot 2 (the “Area of Investigation”), constitutes an area in need of
redevelopment for non-condemnation purposes according to the criteria set forth under
the Local Redevelopment and Housing Law (“LRHL”), specifically N.J.S.A. 40A:12A-5 and
N.J.S.A. 40A:12A-3; and

WHEREAS, consistent with the requirements set forth in N.J.S.A. 40A:12A-6, the
Planning Board specified and gave notice that on January 13, 2016 a hearing would be
held for the purpose of hearing persons who are interested in or would be affected by a
determination that the properties in the Area of Investigation constitute an area in need
of redevelopment as that term is defined under the LRHL for non-condemnation
purposes; and

WHEREAS, Francis Reiner, LLA, PP of DMR Architects publicly presented a “Report
of Preliminary Investigation for Determination of an Area in Need of Redevelopment” for
the designated Area of Investigation, including Block 305, Lot 2, dated November 2015
(the “Investigation Report”); and

WHEREAS, on January 13, 2016, the Planning Board unanimously recommended
that the governing body of the City designate the Area of Investigation, including Block
305, Lot 2, as a non-condemnation area in need of redevelopment due to the substantial
evidence that the Area of Investigation meets the criteria enumerated in the Investigation
Report, pursuant to N.J.S.A. 40A:12A-5; and

WHEREAS, on February 23, 2016, pursuant to Resolution No. 73-16, the City’s
governing body agreed with the Planning Board’s findings that the properties within the
Area of Investigation, including Block 305, Lot 2, met numerous criteria under N.J.S.A.
40A:12A-5, and therefore, determined and declared the properties as being in need of
redevelopment for non-condemnation purposes; and
WHEREAS, at the direction of the City’s governing body, DMR Architects has prepared a Redevelopment Plan entitled the “Lot T Redevelopment Plan” dated April 2021 covering only Block 305, Lot 2 of the scattered site areas determined to be in need of redevelopment for non-condemnation purposes; and

WHEREAS, the Lot T Redevelopment Plan requires the development of a minimum of 60, or no less than 20% of the total number of residential units in the project as on-site, family rental units for affordable to very low, low and moderate income households as defined under N.J.A.C. 5:93-1 et seq.; and

WHEREAS, the Lot T Redevelopment Plan also requires the affordable units to be subject to the Uniform Housing Affordability Controls (“UHAC”) regulations under N.J.A.C. 5:80-26.1 et seq., the City’s affordable housing ordinances, and all applicable laws regarding the construction, phasing, administration, and affirmative marketing of affordable units; and

WHEREAS, the Lot T Redevelopment Plan also specifically requires the development of a minimum of 238 publicly dedicated parking spaces on site; and

WHEREAS, based on the foregoing conditions, the City’s governing body wishes to adopt the Lot T Redevelopment Plan for the Area of Investigation consisting only of Block 305, Lot 2, which was previously established under the City’s scattered sites designation as an area in need of redevelopment for non-condemnation purposes.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Hackensack in the County of Bergen, State of New Jersey, as follows:

SECTION 1. Lot T Redevelopment Plan. The Lot T Redevelopment Plan prepared by DMR Architects attached hereto and made part hereof as Exhibit A is hereby approved and adopted pursuant to N.J.S.A. 40A:12A-1 et seq., shall supersede the current zoning applied to Block 305, Lot 2 and be enacted as an amendment to the City’s Zoning Map.

SECTION 2. Severability. If any section, subsection or paragraph of this ordinance be declared unconstitutional, invalid or inoperative, in whole or in part, by a court of competent jurisdiction, such chapter, section subchapter or paragraph shall to the extent that is not held unconstitutional, invalid or inoperative remain in full force and effect and shall not affect the remainder of this ordinance.

SECTION 3. Repealer. All ordinances and resolutions, and parts of ordinances and resolutions which are inconsistent with provisions of this ordinance shall be, and are hereby, repealed to the extent of any such inconsistency.
SECTION 4. Effective Date. This ordinance shall take effect immediately after final adoption and approval pursuant to law.

Introduced: April 20, 2021
Adopted: May 18, 2021

ATTEST:
By: Deborah Karlsson, City Clerk

CITY OF HACKENSACK
By: John P. Labrosse, Jr., Mayor
Lot T
Redevelopment Plan

Block 305 Lot 2
CITY OF HACKENSACK,
BERGEN COUNTY, NEW JERSEY
April, 2021

Prepared by:
DMR Architects
777 Terrace Avenue
Hasbrouck Heights, NJ 07604

Francis Reiner, LLA - PP
License #: LI00616700
Date: April 2021
ACKNOWLEDGEMENTS:

Mayor and Council
Mayor John Labrosse
Deputy Mayor Kathleen Canestrino
Deputy Mayor David Sims
Councilman Leonardo Battaglia
Councilwoman Stephanie Von Rudenburg

City of Hackensack
Ted Ehrenburg - City Manager
Deborah Karlsson - City Clerk
James Mangin - CFO
Albert Dib - Redevelopment Director
Bill Daley - Parking Utility Director
Susan Banzon - Project Manager
Ryan Westra - Project Manager

Planning Board
Fernando Garip, Jr. - Chairman
John Chiusolo - Vice Chairman
John Labrosse - Mayor
Kathy Canestrino - Deputy Mayor
Albert Dib - Member
Michael Allegretta - Member
Gary Terzano - Member
Ralph Contini - Member
Joe Martucci - Alternate
Marasia Laster - Alternate

Planning Board Consultants
Joseph L. Mecca, Jr., Esq. - Board Attorney
Gregory J. Polyniak, P.E., P.P., C.M.E., Neglia Engineering - Board Engineer

Consultants
Mr. Francis Reiner, P.P., L.L.A., DMR Architects - Redevelopment Consultant
Mr. Brian M. Nelson, Esq., Archer & Greiner, P.C. - Redevelopment Attorney
Michael Hanley, N.W. Financial - Financial Analysis Consultant
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1.0: BACKGROUND INFORMATION:

The City of Hackensack is in the midst of a renaissance. Over the past few years the City has taken tremendous steps in implementing and adopting new zoning through the creation of a Rehabilitation Plan, which provides a clear vision to transform the downtown into a mixed use, pedestrian friendly environment.

The Plan, which was adopted in 2012 promotes:

1. Smart growth principles by creating zoning which increases development flexibility, reduces parking ratios and promotes mixed-use, pedestrian friendly development in the downtown;
2. Connectivity to existing public infrastructure, including the two NJ Transit Rail Stations, the NJ Transit Regional Bus Station and Routes 4, 17, 46, Interstate 80 and the Garden State Parkway;
3. A mixture of uses with a variety of residential housing options to encourage walkability and active streetscapes;
4. Redevelopment and rehabilitation through architectural, neighborhood design standards that ensure high quality development;
5. The implementation of a two way street system; and
6. Strategies which include municipal tools and mechanisms to promote revitalization.

In only a short period of time since the adoption of the plan, the City has already begun to see the benefits of these strategies. As of the date of this Redevelopment Plan, the City has over 1,000 residential units within the downtown area either completed or under construction and another 2,500 units that are in the planning process. These include 100 State Street, 149, 210, 240 and 389 Main Street, and 18 East Camden Street, while construction continues on the 170, 383 and 437 Main Street projects, East Salem Street, Zabriskie Street and 155 River Street.

In addition, the City has seen a wave of additional development and improvements within the downtown including the completion of Aldi’s Supermarket, the renovation of Giant Farmers Market, the opening of the Performing Arts Center and the Atlantic Street Park. On-going efforts to separate the City’s combined storm water sewer system continue as does to conversion of Main Street back to two way which is scheduled for later in the year.

Hackensack represents a premier location in Bergen County that supports higher density mixed use residential development. The City has two New Jersey Transit Stations, which run directly to Hoboken as well as the regional New Jersey Bus Station that provides direct access throughout the county and to New York City. The downtown has access to Routes 4, 17, 46, Interstate 80 and the Garden State Parkway and is located eight miles from the George Washington Bridge, and 13 miles from the Lincoln Tunnel.

With over 43,000 residents and a day time population estimated at over 100,000 the City is home to the two largest employers in Bergen County including the Hackensack University Medical Center and the County Administration Offices. With the recent start of construction a $700 million expansion by Hackensack Meridian Health along with the presence of Fairleigh Dickinson University, Bergen Community College, and Eastwick University the City is poised for continued growth over the next decade.

As a part of the on-going initiatives to promote revitalization within and adjacent to the downtown, the City has put together this redevelopment plan for a high density mixed use predominantly residential development that would support the goals and objectives of the downtown rehabilitation plan.
Background Information

Figure 1.0: Hackensack Rehabilitation Area - New Jersey Transit Locations

Figure 1.1: New Jersey Transit Locations

Figure 1.2: Hackensack 2001 Master Plan - Land Use Plan
2.0: INTRODUCTION:

A. BASIS FOR THE PLAN:

This redevelopment plan has been prepared for Block 305, Lot 2 which is generally located between State Street and Union Street along Trinity Place.

On December 8th, 2015, pursuant to Resolution # 515-15, the Mayor and Council requested the Planning Board undertake a preliminary investigation to determine if City owned properties consisting of Block 75.02, Lot 1, Block 82.01 Lots 25.01, 30.01, 30.02, 30.03, Block 201 Lot 1, Block 203.01 Lot 1, Block 303 Lots 5 & 10, Block 305 Lot 2, Block 315 Lot 34, Block 316 Lot 3, Block 317 Lots 2.01, 20, & 21, Block 318 Lot 7, Block 414 Lot 22, Block 419 Lot 18 & 21, Block 318 Lot 7, Block 414 Lot 22, Block 419 Lot 18, Block 500.01 Lots 78 & 82 satisfied the criteria for designation as an area in need of redevelopment without condemnation purposes. In relevant part, on February 23rd, 2016 pursuant to Resolution # 73-16, the Mayor and Council determined that Block 305 Lots 2 qualified as an “area in need of redevelopment” without condemnation in accordance with the criteria specified in the New Jersey Local Redevelopment and Housing Law (LRHL) at N.J.S.A. 40A:12A-5. Once designated the LRHL allows a municipality to prepare a redevelopment plan which provides the development regulations and other standards to guide future development for this area. The intent of this Redevelopment Plan is to supercede the underlying zoning.

B. SURROUNDING AREA CONTEXT:

The property was designated as an area in need of redevelopment without condemnation in January 2016 as part of an investigation study for City owned properties and is located adjacent to the downtown rehabilitation area.

C. PROPERTY INFORMATION:

The property is owned by the City of Hackensack and is located between State Street, Union Street, Trinity Place and the New York Susquehanna Railway. The property is currently used as a public surface parking lot with 21 metered spaces and 202 spaces that are available for monthly leases. The property surrounds the existing Bergen County Islamic Center located on Trinity Place.

Figure 2.0: Redevelopment Plan Area
3.0: GENERAL PROVISIONS:

A. SITE PLAN & SUBDIVISION REVIEW:

Prior to commencement of any construction within the Redevelopment Area, a site plan prepared in accordance with the requirements of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and the Land Development Ordinance of the City of Hackensack shall be submitted by the applicant for review specific to this Redevelopment Plan for completeness and compliance, prior to any submission to the Planning Board of the City of Hackensack, so that compliance with the Redevelopment Plan can be determined. This shall also pertain to revisions or additions prior to, during and after completion of the improvements.

B. ADVERSE INFLUENCES:

No use or reuse shall be permitted which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

C. NON-DISCRIMINATION PROVISIONS:

No covenant, lease, conveyance or other instrument shall be affected or executed by the City Council or by the developer or any of his/her successors or assignees, whereby land within the Redevelopment Area is restricted upon the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or sex in the sale, lease, use or occupancy thereof. Appropriate covenants, running with the land forever, will prohibit such restrictions and shall be included in the disposition instruments. Any contractor or subcontractor engaged to perform work within the Redevelopment Area shall, where applicable, state in all solicitations or advertisements for employees placed by or on behalf of the contractor, or subcontractor, that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability or sex.

There shall be no restrictions of occupancy or use of any part of the Redevelopment Area on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or sex in the sale, lease, use or occupancy thereof.

D. DURATION OF THE PLAN:

The provisions of this Redevelopment Plan and the restrictions with respect thereto shall be in effect for a period of thirty (30) years from the date of approval by the City Council.

E. DEVIATION REQUESTS:

In accordance with N.J.S.A. 40:55D-70 c(1), the Planning Board may grant variances allowing deviations from the regulations contained within this Redevelopment Plan where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, the strict application of any such regulation adopted pursuant to this Redevelopment Plan, would result in peculiar practical difficulties to, or exceptional and undue hardship upon, the developer of such property.
In accordance with N.J.S.A. 40:55c(2), the Planning Board may also grant such relief where the purposes of this Redevelopment Plan would be advanced by a deviation from the strict requirements of the Plan and the benefits of the deviation would substantially outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of this Redevelopment Plan. An application for a variance from the requirements of this Redevelopment Plan shall provide public notice of such application in accord with the requirements of public notice as set forth in N.J.S.A. 40:55D-12a and b. Notwithstanding the above, any changes to the uses permitted in the Redevelopment Area, any deviation from any of the Conditional Uses or any change requiring a “d” variance in accordance with N.J.S.A. 40:55D-70 shall be permitted only by means of an amendment of the Redevelopment Plan by the Borough Council and only upon a finding that such amendment would be consistent with and in furtherance of the goals and objectives of the Plan.

F. PROCEDURE FOR AMENDING THE APPROVED PLAN:
This Redevelopment Plan may be amended from time to time upon compliance with the requirements of State law. If the designated redeveloper requests such amendment said redeveloper shall pay an application fee of $3,500 and shall further reimburse the City for reasonable consulting costs, fees and expenses to undertake such amendment.
4.0: REDEVELOPMENT PLAN COMPONENTS:

A. REQUIRED COMPONENTS OF THE REDEVELOPMENT PLAN:

N.J.S.A. 40A:12A-7 requires that a redevelopment plan include an outline for the planning, development, or redevelopment, of the Redevelopment Area sufficient to indicate the following:

1. Its relationship to definite local objectives as to appropriate land use, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.

2. Proposed land uses and building requirements in the project area.

3. Adequate provisions for the temporary and permanent relocation, as necessary for residents in the project area, including an estimate of the extent of which decent, safe, and sanitary dwelling units affordable to displace residents will be available to them in the existing local housing market.

4. An identification of any property within the redevelopment area which is proposed to be acquired in accordance with this plan.

5. Any significant relationship of the redevelopment plan to:
   - The master plans of contiguous municipalities;
   - The master plan of the county in which the municipality is located;

6. An inventory (as of the date of the adoption of the resolution finding the area to be in need of redevelopment) of all housing units affordable to low and moderate income households, as defined pursuant to N.J.S.A. 52:27D-304, that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure.

7. A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan.

8. Proposed locations for public electric vehicle charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

9. The redevelopment plan may include the provision of affordable housing in accordance with the “Fair Housing Act,” N.J.S.A. 52:27D-301 et seq. and the housing element of the municipal master plan.

10. The redevelopment plan shall describe its relationship to pertinent municipal development regulations as defined in the “Municipal Land Use Law,” P.L.1975, c.291 (C.40:55D-1 et seq.). The redevelopment plan shall supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district within the redevelopment area. When the redevelopment plan supersedes any provision of the development regulations, the ordinance adopting the redevelopment plan shall contain an explicit amendment to the zoning district map included in the
zoning ordinance. The zoning district map as amended shall indicate the redevelopment area to which the redevelopment plan applies. Notwithstanding the provisions of the “Municipal Land Use Law,” P.L.1975, c.291 (C.40:55D-1 et seq.) or of other law, no notice beyond that required for adoption of ordinances by the municipality shall be required for the hearing on or adoption of the redevelopment plan or subsequent amendments thereof.

All provisions of a redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan; but the municipal governing body may adopt a redevelopment plan which is inconsistent with or not designed to effectuate the master plan by affirmative vote of a majority of its full authorized membership with the reasons for so acting set forth in the redevelopment plan.

B. NOTE ON PLAN TERMINOLOGY:
Throughout this Redevelopment Plan, a distinction is made between “shall” and “should.”
“Shall” means that a developer is required to comply with the specific regulation, without deviation.
“Should” means that a developer is encouraged to comply but is not required to do so.

C. TEMPORARY AND PERMANENT RELOCATION:
The Local Redevelopment and Housing Law requires that any redevelopment plan make adequate provision for temporary or permanent relocation of any resident in the project area. As the property does not include any existing residential units there is no requirement to relocate any residents as part of this Redevelopment Plan.

D. IDENTIFICATION OF PROPERTY TO BE ACQUIRED:
The Local Redevelopment and Housing Law requires that any redevelopment plan identify any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan. As the property is currently owned by the City of Hackensack and has been designated as a non-condemnation Redevelopment Area; eminent domain is not permitted or required as part of this plan.

E. AFFORDABLE HOUSING:
The developer shall construct a minimum of sixty (60), or 20% of the total units as UHAC qualified affordable housing units within the development to assist the City in meeting its affordable housing obligations.

F. LONG TERM FINANCING CONSIDERATIONS:
Due to the size, scale, vital location and anticipated nature of the potential projects contemplated under this plan, the City anticipates that it would be eligible for a PILOT if the project commences within five (5) years of plan adoption. After that time, the specific economic conditions would have to be reevaluated to determine the duration of an exemption that would be deemed financially feasible and appropriate.
The actual entry of any financial agreements for a long term tax exemption are subject to governing body approval under the processes required by law. In order for the City to determine if a PILOT is necessary the developer would be required to submit a preliminary fiscal impact analysis as part of the process.

G. TRAFFIC STUDY:
A traffic study shall be provided as a part of any site plan submission to the Planning Board. The analysis should forecast additional traffic associated with both the proposed development and taking into account all approved projects within a 1/2 mile. The study should determine vehicular and pedestrian improvements necessary to accommodate the proposed development to help ensure safe and reasonable traffic conditions and reduce the negative impacts created by the development for existing intersections within the 1/2 mile study area. If the Planning Board deems the impacts have a negative impact, the applicant shall take necessary steps to eliminate such impacts.

H. SHADOW STUDY:
A shadow study shall be provided as part of any site plan application pertaining to this redevelopment in order to determine if there are any impacts to the adjacent property owners. If the Planning Board deems the impacts have a negative impact on adjacent properties, the applicant shall take necessary steps to eliminate such impacts even if that requires a reduction to the permitted bulk standards within this redevelopment plan.

I. PUBLIC ELECTRIC VEHICLES:
This redevelopment plan provides the identification of appropriate locations for the development of zero-emission vehicle fueling and charging infrastructure.

J. PROJECT SIGNAGE:
The Redeveloper shall erect signage at locations to be determined by the Redeveloper and City within 30 days of receiving approval from the Planning Board that contains a rendering or renderings of the finished Project and other details concerning the Project that shall be agreed to by the Redeveloper and City Manager.

K. EXISTING ZONING:
The properties are located in the B-2 Zone.

L. MASTER PLAN CONSISTENCY:
This plan is consistent with the State Plan, City of Hackensack’s Master Plan and Reexamination Studies as well as the 2012 Downtown Rehabilitation Plan as identified in Section 9 of this report.
5.0: DEFINITIONS:

A. DEFINITIONS:

It is the intention of this Redevelopment Plan is to supersede existing zoning (except as noted herein) as provided under the Local Redevelopment and Housing Law, N.J.S.A 40A:12A-1, et seq. However, this plan adopts the definitions of the City’s Land Use Ordinance Section 175-2.2 by reference.

The definitions of the City’s Land Use Ordinance shall apply to this plan, unless this plan provides a superseding definition. The definitions defined in Section 175-2.2 apply to the redevelopment area with the exception of the following terms:

BUILDING HEIGHT: The vertical distance of a building measured from the average of the top of curb of the two corners of the proposed building along State Street to the highest roof beams of a flat roof. For projects that have a grade change an additional level of parking may be provided at the lower grade of the property.

BUILDING SETBACK LINE: The distance measured from the face of existing or proposed/future curb (whichever is greater) to the primary building facade.

BUILDING STEP-BACK: A dimension for the building to step back, which is required above a certain height/story beyond the building setback line at the ground level.

ENTERTAINMENT USES: Any live act, including vocalists, actors, dancers, floor shows, instrumentalists and recorded music played by a DJ, excluding adult entertainment.

GREEN ROOF: A roof covered with vegetation, designed for aesthetic value, recreation and to optimize resource conservation.

MAKER SPACE (WORK SHARE): A maker space is a community space or other gathering place where individuals are able to take part in a collaborative hands-on process which provide opportunities to design, create, manufacture, and invent new things.

MULTI-FAMILY: Housing accommodations that are designed principally for residential use, conform to standards satisfactory to the Secretary of Housing and Urban Development, and consist of not less than five (5) units on 1 site. These units may be detached, semidetached, row house, or multifamily structures.

PARKING STRUCTURE / STRUCTURED PARKING: A building or structure consisting of more than one level and used to park motor vehicles.

POP-OUT / PROTRUSION: A portion of the primary building facade that projects into the building setback at the ground level.

PRIMARY FACADE: The exterior building facade as measured from the face of curb not including any pop-out or protrusions.

PROFESSIONAL USES: The office of a member of a recognized professional maintained for the conduct of that profession and holding a license issued by the state, identified in N.J.S.A. 45:1-3.1
REDEVELOPER: Any person, firm, corporation or public entity that shall voluntarily seek and be designated as a Redeveloper by the City Council or Redevelopment Entity and shall enter into a Redevelopment Agreement as set forth in Section 5 of this Rehabilitation Plan, all in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

RESIDENTIAL MICRO-UNIT: A residential unit less than 550 gsf.

RESTAURANT: A building or structure designed, used or intended for use in which food and beverages are sold and consumed.

STACKED FLAT: For sale multi-family unit located on top of another for sale multi-family unit.

STORY, GROUND: Also, first story, ground floor. The first story of a building other than a basement or cellar.

STORY, UPPER: All stories and floors above the first story.

STREET FURNITURE: The elements of streetscape, including but not limited to benches, bollards, newsracks, trash receptacles, tree grates, hardscape, seat-walls, street lights, and street trees.

TANDEM PARKING: Two parking spaces with one car in front of the other to be allocated to a single apartment.
6.0: ZONING:

A. PERMITTED USES:

1. Purpose: This section establishes the uses permitted within the Redevelopment Area including accessory uses. These standards aim to promote a mixed-use, predominantly residential development.

2. Permitted Principal Uses: The following uses are permitted as liner or over parking structures:
   a. Residential:
      i. Multi-family Residential (apartments/condominiums/stacked flats/lofted);
   b. Commercial:
      i. General, professional and medical office / use;
         - Physical therapy, basic research only, health care;
      ii. Workshare, Maker Spaces, Locker / Package services;
      iii. Financial consulting, insurance services and banking related services;
      iv. Health clubs, day spa (requires state license), Hotel;
      v. Studios for art, tutoring, yoga, dance, fitness and martial arts;
      vi. Pet grooming; and
      vii. Personal service establishments (requires state license).
   c. Retail:
      i. Restaurants (eating and drinking establishments, cafes, coffee shops, food markets and breweries) at-grade or as a roof-top;
      ii. General stores (shops, coffee, bakery, delicatessen, book and stationery, florist, grocery store / supermarket, and florist fronting parking.
   d. Civic, Cultural and Institutional: Museums, theaters, art galleries, police and fire stations;
   e. Parking (Structured or Surface): Permitted or accessory use;
   f. Live Entertainment Uses: Any live act, including vocalists, actors, instrumentalists and recorded music played by a DJ, bowling, darts, hatchet throwing, arcade, escape and destruction room;
      - Any entertainment use not specifically stated shall require approval through a waiver by the Planning Board;
      - Outdoor Music: Permitted per the City’s Noise and Outdoor Cafe Ordinance;

3. Prohibited Uses: Any use not expressly stated as a permitted or accessory use is considered a prohibited use for this Redevelopment Plan. In addition, the following are also considered prohibited uses:
   c. Drive-thru establishments;
   d. Vape and Marijuana sales, distribution or manufacturing;
   e. Convalescent homes / Adult day care;
   f. Third party cell phone towers / antennas;
   g. Medical procedures that require overnight stays.
B. ACCESSORY USES:

a. Any uses which are clearly or customarily ancillary and incidental to a principal or conditional permitted use on the same property including but not limited to;
   i. Lobby, sales, management, leasing offices;
   ii. Conference center, meeting rooms, business center, billiards, pool, game, arcade, simulator, spa, lounge (for tenant use only);
   iii. Community kitchen;
   iv. Drop off / package delivery area, loading spaces and docks, recycling and refuse storage areas;
   v. Recreational facilities (indoor / outdoor) including but not limited to active or passive amenity courtyard space and/or terraces, roof top, pool, fitness center and multipurpose rooms;
   vi. Surface or structured parking;
   vii. Child care, pet boarding (for tenant use only);
   viii. Lockers and storage including for mail parcels and packages (for tenant use only);

b. Accessory structures shall comply in all respects with the requirements of the principal structure;
   i. No accessory structure shall be located closer to the street right-of-way line than the required front yard setback of the principal use;
   ii. No portion of an accessory structure shall include living quarters except parking structures;
   iii. No accessory structure shall be constructed or placed on any lot unless the principal structure is first constructed or placed upon said lot, with the exception of parking facilities, which may be constructed prior to the primary use;
   iv. In no event shall the height of an accessory structure exceed the permitted height of the principal building with the exception of parking structure and rooftop access (elevator / stairwell).
      - Access will be allowed to exceed the permitted building height by a maximum of 12'-0”, subject to all building code requirements.

1. Additional Regulations for Permitted and Accessory Uses:

a. Any use not specifically stated as a Permitted Principal Use is not permitted.

b. All building facades facing a public street and facing the Islamic Center shall be designed as a primary building facade and shall be designed to include all of the required components of the Building Architectural Materials & Character within the Design Development Standards of this redevelopment plan.

c. All maneuvering for loading, refuse, recycling and service areas shall be within the property.

d. All structured parking shall be architecturally screened so that no vehicles can be seen from any public street with the exception of the garage entrance per the Development and Place Making Design Standards of this Redevelopment Plan;

e. Rooftop amenities are permitted.
C. BULK STANDARDS: DENSITY, AREA, YARD AND HEIGHT REQUIREMENTS:
The following requirements apply to all development projects which shall meet the following criteria:

1. **Project Size:** The minimum project size shall be over 250,000 leasable or habitable square feet not including any portion of a parking structure and shall be completed in one phase.

2. **Dwelling Unit Size:**
   a. A maximum of 20% of the units can be less than 650 sf;
   b. A maximum of 15% of the units can be over 1,250 sf;
   c. Affordable housing units are not subject to the dwelling size requirements.

3. **Minimum Setback:** The minimum setback for new construction is 18'-0" feet from the face of the existing or proposed curb along State Street, Union Street and Trinity Place. A minimum building setback of 20 feet shall be maintained to the north and a minimum of 40 feet shall be maintained to the west of the existing Islamic Center.
   a. The minimum setback applies to all public street frontages, not just to the street toward which the structure is oriented. The setback applies to all levels of the building and not just the ground level;
   b. The minimum setback to all other property lines is 20 feet.
   c. Projections such as horizontal awning are not subject to this setback requirement;
   d. Utility structures, exhaust air vents, backflow preventers, or other similar devices when located above grade, must be located behind the setback, be screened and should not be located on State Street.

4. **Maximum Number of Units:** 268 units
   a. A minimum of 60 affordable housing units shall be constructed on site as part of the project.

5. **Maximum Number of Stories/Building Height:** 12 Stories (Max.-144'-0")
   b. For buildings over eight (8) stories a minimum 6'-0" building step-back is required along State Street with the exception of building corners (The step-back may be located starting above the fourth level).

6. **Minimum Retail / Commercial SF:** 7,000 sf (Required to front State Street with a minimum 35'-0" depth);
   a. The minimum ground retail height shall be 14'-0" as measured from the top of curb along Main Street;
   b. A rooftop uses is permitted.

7. **Maximum Building / Lot Coverage:** 90%

8. **Flood Mitigation / Storm-water Management Requirements:**
   a. The proposed development shall reduce the impacts to the City’s storm water and sewer system by incorporating non-structural and structural storm water facilities in accordance with the Storm water Management Rules and the NJ Storm water Management Best Management Practices Manual.
   b. The storm water management facilities shall be provided on all projects in order to ensure that the post-construction peak runoff rates for the 2 year, 10 year, and 100 year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates.
   c. Any development should include storm water quality measures to meet 80% TSS reduction for all areas, regardless of size, that are considered a “motor vehicle surface” such as parking, driveway, and/or driveway aprons, that are exposed to precipitation. This area for driveways/driveway aprons should
extend to the existing roadway even if outside the subject property. No credit for existing motor vehicle surfaces will be provided.

9. **Infrastructure Improvements:**
   a. Any redevelopment project shall provide adequate potable water, storm water, sanitary sewer and other necessary utility infrastructure to the site, to the satisfaction of the Municipal Engineer.
   b. All costs necessary for the infrastructure improvements (including off-site and off-tract) associated with a development project are the responsibility of the redeveloper.
   c. The project shall be responsible for an impact fee as part of an overall utility plan if required by the City of Hackensack.
   d. The costs may be paid by the redeveloper for off-site or off-tract improvements if they are associated with a larger municipal capital project, which shall be negotiated as part of a Redevelopment Agreement.

10. **Other Requirements:**
   a. See Section Development / Place-Making Design Standards for all building design requirements;
   b. The building shall have a flat roof and shall include a base, middle and top;
   c. No building shall be located between the existing Bergen County Islamic Center and Union Street. This portion of the redevelopment plan shall be subdivided and deeded back to the City of Hackensack.
   d. Streetscape improvements are required along the property frontage of all public streets in the entire redevelopment area and shall meet the City engineers requirements;
   e. For any buildings that permit dogs, a separate area for shall be provided within the building to allow for dog walking.
   f. All project signage shall either meet the City of Hackensack Ordinance Section 175-7.14 SIGNS or submit a separate sign package to the Planning Board for review and approval.
   g. A shadow study shall be provided as a part of any site plan submission to the Planning Board.
   h. A traffic study shall be provided as a part of any site plan submission to the Planning Board.
   i. Vibration monitoring shall be required during construction at the property lines of the Bergen County Islamic Center and the Susquehanna right of way.
   j. All building facades facing the Islamic Center shall be designed with glazing and use primary building materials. Parking structures facades facing the Islamic Center shall be treated with windows.
   k. The rooftop area above the parking structure along Union Street shall be designed as a public courtyard with separate elevator access. The specific design of the rooftop courtyard shall be mutually agreed to by the City of Hackensack and the developer. All improvements to the roof top area shall be completed prior to TCO.
D. PARKING STANDARDS:

1. **Parking Requirements:**

   The minimum parking requirements for the Redevelopment Area are as follows:

<table>
<thead>
<tr>
<th>Use</th>
<th>Parking Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi-family:</td>
<td>1.0 sp per dwelling unit</td>
</tr>
<tr>
<td>Commercial / Retail / Live / Entertainment</td>
<td>3.0 per 1,000 gfa</td>
</tr>
<tr>
<td>Civic / Cultural / Institutional:</td>
<td>3.5 per 1,000 gfa</td>
</tr>
<tr>
<td>Medical Office:</td>
<td>6.0 per 1,000 gfa</td>
</tr>
<tr>
<td>Public Parking</td>
<td>A minimum of 238 spaces shall be set aside to the City of Hackensack for dedicated public parking and shall not be included in any shared analysis and shall be for municipal use only. These spaces are to be allocated by the City at their discretion.</td>
</tr>
</tbody>
</table>

   **Notes:**
   
   a. When the formula or parking spaces required results in a fraction of a space exceeding 0.49, a full space shall be required;
   b. Gross Floor Area is the total interior floor area of all floors determined by measuring the inside dimension of the outside walls of the structure;
   c. Up to 20% of the required parking stalls may be designated for compact cars;
   d. Outdoor seating, dining or accessory areas do not count toward the required parking ratios;
   e. Tandem parking is permitted up to the number of two bedroom units. Tandem spaces account for one space per two bedroom unit and cannot be counted toward the required number of parking spaces for the remaining unit types;
   f. All structured parking shall be screened based on the Design Standards of this Redevelopment Plan.

2. **Shared Parking:** A determination of the actual parking requirement for the Project shall be based upon the shared parking opportunities provided by the mixed-use nature of the projects. The Applicant shall be required to submit a shared parking analysis as part of the site plan application before either the Planning Board. The shared parking analysis must be prepared by a qualified parking expert or licensed professional planner based on the anticipated hours of operation and specific operational characteristics of the anticipated users in the proposed development. The shared parking study should include the following:

   a. Determine the minimum parking requirement for the individual uses in the development project- The minimum number of parking spaces that are to be provided for each use shall be based on the parking ratios included in the City Zoning Ordinance.
   b. Adjust for shared parking: The minimum parking requirement for each use shall be multiplied by the “occupancy rate” as indicated in the table below. The applicant and it's professionals shall provide documentation to the Board for any land uses not included in the table that are proposed for inclusion in the project. Absent documentation, which is subjective to review and approval by the Board, 100% of the required parking shall be included in the Shared Parking Study.
   c. Tabulate the minimum parking requirement for each time period- Sum of the adjusted minimum
parking requirements for each land use for each of the six time periods shall be calculated to
determine an overall project minimum parking requirement for each time slot.

d. Total minimum parking requirement- The highest of the six time periods total shall be the minimum
parking requirement for the mixed use development project.

e. In the event there is a change in the size, distribution or use of any of the project components than the
property shall be required ot appear before the approving Board to demonstrate the modifications do
not negatively affect the results of the approved Shared Parking Study and analysis.

f. The Shared Parking Study is subjective to review and approval by the Board and its professionals. If
the shared parking analysis is deemed acceptable, the Board may relax the aggregate total of required
parking spaces to account for the shared use of the provided spaces. The application and acceptance
of this policy is at the sole discretion of the approving Board.

3. **On-Street Parking Spaces:** Parking spaces located along the portion of a public street(s) abutting the
project may be counted toward the minimum number of parking spaces as required by this ordinance for
commercial / retail uses only. Residential parking requirements are not permitted to count any on-street
parking toward the requirements. Those on-street parking spaces must be located on the same side(s) of
the street as the use and have a dimension of at least 20’ feet in length.

4. **Zero-emission Vehicle Fueling and Charging Stations:** The developer shall provide a minimum of two (2)
zero-emission vehicle fueling / charging station for every 100 required parking spaces.

5. **Bicycle Parking:** Bicycle parking is required for new developments at one bicycle parking space for every 25
vehicle parking spaces, up to 200 vehicle parking spaces.

   a. Thereafter, one bicycle parking space shall be provided for every 50 vehicle parking spaces;

6. **Setback Maneuvering:** No surface parking or maneuvering space is permitted within any required setback,
or between the permitted use and the required setback, except driveways providing access to the parking
area may be installed across these areas.

7. **Handicapped Accessible Parking Requirements:** Refer to Section 175-10.01C Handicapped Parking Schedule
in the City of Hackensack Parking Ordinance.

8. **Additional Off-Street Parking Regulations:** For
all parking standards not covered in this section refer to Section 175-10.2 Additional Off-Street
Parking Regulations A through K and Section 175-10.5 Design Criteria A through H of the
City of Hackensack Zoning Ordinance with the exception of the following:

   a. A min. of 80% of the off-street parking shall
   have a clear dimension of 8’-6” x 18’-0”.

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**TABLE No. 1. Parking Occupancy Rates**

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Workdays</th>
<th>Saturday &amp; Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6am-6pm</td>
<td>6pm- Midnight</td>
</tr>
<tr>
<td>Education</td>
<td>100%</td>
<td>20%</td>
</tr>
<tr>
<td>Entertainment</td>
<td>40%</td>
<td>100%</td>
</tr>
<tr>
<td>Hotel</td>
<td>80%</td>
<td>100%</td>
</tr>
<tr>
<td>Institutional</td>
<td>100%</td>
<td>20%</td>
</tr>
<tr>
<td>Office</td>
<td>100%</td>
<td>20%</td>
</tr>
<tr>
<td>Theater</td>
<td>40%</td>
<td>80%</td>
</tr>
<tr>
<td>Religious</td>
<td>20%</td>
<td>40%</td>
</tr>
<tr>
<td>Residential</td>
<td>60%</td>
<td>100%</td>
</tr>
<tr>
<td>Restaurant</td>
<td>70%</td>
<td>100%</td>
</tr>
<tr>
<td>Retail/Commercial</td>
<td>90%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Figure 1.4: Redevelopment Plan Area
7.0: CONCEPTUAL SITE PLANS:

The following represent conceptual plans for the proposed redevelopment area and are intended to only provide context. The intent of this plan is to be consistent with the written requirements herein, however in the event there are discrepancies, the written requirements of this redevelopment plan supercede any conceptual site plans or elevations shown within this report.
CITY OF HACKENSACK

132-148 MAIN STREET REDEVELOPMENT PLAN

DMR Architects

Use and Bulk Requirements
8.0 DEVELOPMENT / PLACE-MAKING DESIGN STANDARDS:

A. ARCHITECTURAL DESIGN STANDARDS:

The design standards in this section provide the criteria for the redevelopment area. Any future development is subject to these provisions and shall be built in accordance with the minimum design standards specified in this section.

Building Architectural Materials & Character:
1. All buildings shall be constructed with high quality materials that reinforce pedestrian scale.
2. All new structures shall take into consideration the relationship to other existing or proposed buildings, in terms of light air, usable open space, height and massing.

Primary building materials shall include: brick, stone, and/or glass which cover a minimum of 60 percent of each building façade, exclusive of windows and doors with accent materials comprising a maximum of 25% for each building façade.
   - Vinyl siding of any type or grade is strictly prohibited on any portion of building façade in the redevelopment area;
   - Synthetic stucco materials such as EIFS are prohibited on any facade.
3. Elements such as cornices, belt courses, corbelling, molding, string courses, ornamentation, changes in material or color, and other sculpturing of the base are strongly recommended and should be provided to add special interest.
4. Special attention must be given to the design of windows at the base of buildings. Ribbon windows are discouraged. Recessed windows that are distinguished from the shaft of the building through the use of arches, pediments, mullions, and other treatments are encouraged.
5. Buildings shall be broken up horizontally into a base, a middle and a top and vertically into bays, through the use of building articulation or change in materials. The base should not extend beyond the first levels with an emphasis on providing design elements which enhance the pedestrian environment particularly at the street level.
6. Retail and commercial storefront design shall face State Street.
   - Operable windows shall be required for any restaurant or food related retail on the ground floor facing State Street.

Building Orientation:
1. The building shall be oriented toward State Street with separate entrances for the residential, retail and commercial areas. Uses are required on the ground floor facing State Street and Trinity Place.
2. The first floor of the building, including structured parking, must be designed to encourage and complement pedestrian-scale and activity (See Parking Structure Requirements).
3. Ground floor commercial / retail and residential lobbies are required to face State Street and shall have a 14’-0” minimum floor to floor height.
Building Entrances:
1. Building entrances should be easily identifiable with unique and interesting signage for each individual use through the use of canopies and individual retail / commercial signage.
2. Up to a 2'-0” pop-out / protrusion / recess into the 18'-0” setback for columns or other architectural features that distinguish the building on the ground floor.
3. Entrances for residential uses should be separate and distinct from retail / commercial uses.

Structured Parking:
1. Parking structures shall be screened with building uses or shall include architectural materials, elements and treatments that are consistent with the design and quality of the residential building(s) it services.
   - Parking structures are permitted at the street level along Union Street and along the New York Susquehanna rail line frontage, so long as it meets the Design Standards of this section;
   - Structures shall include decorative architectural details such as building materials, windows, window treatments and detailing that are similar in size, scale and design to the residential buildings;
   - Window openings alone do not comply with this requirement;
   - Other than at the parking entrances, no vehicles shall be visible from the center line of any public street or from the Islamic Center and the structure shall have the appearance of a residential building in all physical aspects;
   - Based on the requirements of this plan, it is assumed the parking structure will require ventilation;
   - A public open spaces shall be required on the roof of the parking structure located along Union Street and the Susquehanna Rail line.
2. Ramps shall be internal to the parking structure and shall not be visible from any public street.
3. Parking structures shall either be screened from Trinity Place, State Street and the Islamic Center with, at a minimum, the same building materials and architectural treatment as the residential facades above. These elements shall include decorative architectural details such as building materials, windows and detailing.
   - Cabling or exposed concrete does meet the screening requirement.
4. Driveway and garage openings should not exceed 28'-0” in width and should include traffic calming measures and a change in surface materials where driveways cross the sidewalk to help ensure pedestrian and bicycle safety.

Canopies and Balconies:
1. Vertical canopies are required for each retail / commercial / residential entrance fronting State Street. Such features should be constructed of rigid materials designed to complement the tenant’s identity and architecture at the street level.
2. Any canopy may extend from the building up to six feet into the setback area into the building setbacks above the ground floor.
3. Ground supports are not permitted in the minimum setback, sidewalk or in the public right-of-way;
   - These features should not extend over or interfere with the growth or maintenance of any required tree plantings.
4. The minimum overhead clearance shall be eight (8’-0”) feet. If a canopy, awning, cornice, or other appurtenance extends into the public right-of-way, an encroachment agreement shall be required.

5. Balconies/balconettes can be incorporated into the building façade and are allowed to project into the building setback up to 6’-0” starting at the second level.

**Mechanical Equipment Screening:**

1. Screening of rooftop mechanical equipment is required.

2. All rooftop mechanical equipment, including cell phone antennae shall be screened from view from all adjacent public streets, open spaces and parks in all directions and elevations to minimize the negative impact.

3. Screening materials shall be consistent with the architectural detail, color and materials of the building; Wire mesh screening is not permitted.

4. All roof and HVAC systems must meet the building code requirements and at minimum be set back from the building edge a minimum of 15’ from any street or public open space and screened as to not be visible from any adjacent public street or public property.

5. If wall pack ventilation units are being used they are required to compliment the building material color.

**Building Service Locations:**

1. All service and delivery locations for the redevelopment area shall be provided on Trinity Place or Union Street.

2. All service and delivery maneuvering into the loading area shall occur entirely within the property other than for ingress and egress to the lot.

**Doors and Windows:**

1. The first floor and street level shall be designed to address all public streets.

2. For retail uses operable windows are encouraged.

3. No development subject to these provisions may have exterior walls with a reflectivity value in excess of 35 percent.

**Openings / Ventilation:**

1. Any openings for ventilation, service, or emergency access located at the first floor level must be decorative and must be an integral part of the overall building design.

2. Openings as well as pedestrian and vehicular entrances must be designed so that cars parked inside are not visible from the street.

**Signage Design Standards:**

1. The signage standards for the redevelopment area shall meet the requirements identified in the Downtown Rehabilitation Plan.
B. STREETSCAPE DESIGN STANDARDS:

A successful neighborhood is not complete until its parks, open space, sidewalks and streetscape have been designed and “furnished”. The items that are referred to as streetscape elements include street lights, sidewalks, benches, trash receptacles and other street furniture which reinforce the character of the street and the neighborhoods.

The following section addresses an overall approach for the design of streetscape elements that are to be considered as part of the redevelopment plan. These standards are meant to establish the minimum criteria that will be required for the design and implementation of streetscape, parks and open space improvements.

**Street Trees:** Street trees shall be planted in either grates or open landscape areas equivalent to 30’ on center along all public street frontage, open space and waterfront areas within the redevelopment area.

1. Recommended street trees include: Gleditsia tricanthos (Honey Locust - thornless and pod free); Acer rubrum (‘Karpick’, ‘Armstrong’ or Bowhall) (Street tree species shall be approved by the City Engineer);
2. Trees should be installed at a 4” caliper;
3. Prior to installation a 4’-0” by 8’-0” minimum area should be treated and prepared for tree root growth;
4. A min. 2 year watering plan should be put into place (Gator bags);
5. Trees planted in open landscape areas shall have a minimum 4’ x 8’ landscape area;
6. Above ground planters may be considered to fulfill the street tree requirement only in situations where underground utilities prevent tree pits;
7. Street trees shall be planted with a minimum four inch 4” caliper, shall be trimmed up to 8’-0” and shall be in accordance with the “American Standard for Nursery Stock” published by the American Association of Nurserymen;

**Street Lighting and Power;**

1. All lighting located on any street and along the Hackensack River shall be the City of Hackensack city standard pedestrian scale
light pole, and fixture, black finish;
2. Poles should include the mounting brackets and banner extensions (two banners) on each pole;
3. The conceptual layout should be based on 16'-0” pole every 60'-0” on center;
4. Lights should be centered between the street trees within the 4’-0” street furniture zone;
5. Street light specifications and locations shall be submitted for review and approval prior to installation;
6. Luminaires should be translucent or glare-free using opaque glass or acrylic lenses;
7. Diffusers and refractors should be installed to reduce unacceptable glare; particularly adjacent to residential areas;
8. 120 V ground mounted GFI receptacles should be located at the base of every street tree;
9. Conduit for all power should be located a the back of the 4’-0” street street furniture area (under the pavers) and next to the concrete sidewalk;

Seating, Benches & Bus Shelters:
1. Seating should be grouped together as much as possible and be placed at busier pedestrian nodes or gathering places;
2. Seating should be designed and placed appropriately to provide an amenity to the public;
3. Seating should not obstruct views for vehicles, sidewalks for pedestrians, or signs and displays for businesses;
4. Benches should be Timberform Crest 2311-6 Steel Bench with middle arm rest 6’-0” long anchored to sub-grade concrete slab with black finish or other approved bench;
5. Two benches and one trash receptacle should be located between street trees where street lights are not located and should be at minimum every 90’-0” o.c.;

Planting Pots & Planters:
1. Pots and planters should be used in addition to landscape planting areas to complement the surrounding streetscape by adding color and variety;
2. Pots and planters can be placed anywhere pedestrian or vehicular traffic is not disturbed, but may function as a separation between pedestrians and vehicles;
3. Pots and planters are ideally located near seating areas, but plant materials should not interfere with circulation or comfort;
Tree Grates:
1. Tree grates when used should be Ironsmith Starburst Series 2 (4814) Powder coated Black every 30'-0” on center;
2. Tree grates should allow for tree growth and be made of ductile iron and should be factory painted;
3. Electrical outlets should be provided within the grate area to allow for lighting opportunities;
4. Tree grates should be designed to support up lighting;

Trash Receptacles:
1. Trash receptacles: Timberform Renaissance Model 2811 - DT Litter Container anchored to sub-grade concrete slab, black finish;
2. Every other receptacle should be: 2817-22 Litter/Recycling Container which includes a second recycling container;
3. Trash receptacles locations should be coordinated with the City Engineering;
4. Restaurants with outdoor seating should provide additional trash receptacles near seating;

Bicycle Racks:
1. Bicycle racks should be permanently mounted and placed in convenient locations to encourage bicycle use, so as not to obstruct views;

Bollards:
1. Bollards should integrate with and aesthetically complement the overall streetscape concept; respond to the area it supports (Plaza vs Services); setback from curbs to allow un-obstructed opening of car doors;
2. Removable bollards should be used where service vehicles need access and for street closures in the event of festivals or community events;

Fountains:
1. If proposed fountains or water features can be located in key public areas;

Public Art:
1. If proposed, public art should be “accessible”; tie to the history of Hackensack and/or the site, should be created by a local source; include water, seating, planting, decorative elements or plaza space design;
2. Public art should be visible, but not interfere with pedestrian circulation or create a traffic hazard; made of durable, weatherproof materials; and should be designed to avoid physical hazards;

Utility Accessories:
1. Utility boxes, meters, man hole covers and fire hydrants should be coordinated with other streetscape accessories;
2. Utilities should be readily accessible and placed so as not to obstruct pedestrian movement;
3. Utility locations should minimize visual and physical impact as much as possible;
9.0 RELATIONSHIP OF THE REDEVELOPMENT PLAN TO STATE / COUNTY / LOCAL MASTER PLAN STUDIES:

A. State Development and Redevelopment Plan (SDRP):

In reviewing the New Jersey State Development and Redevelopment Plan Volumes 1 - 4 the following information pertains to goals and policies for a program of rehabilitation which discuss the development and redevelopment policies for urban areas.

1. Volume II – State Plan Goals and Policies include the following:
   a. Revitalize the State’s Cities and Town Centers: Revitalize New Jersey’s cities and towns by investing wisely and sufficiently in improvements in their infrastructure systems, public spending programs, tax incentives and regulatory programs to leverage private investment and to encourage infill and redevelopment in ways that are consistent with the State Plan’s vision and goals.
   b. Conserve the State’s Natural Resources and Systems: Conserve the State’s natural resources and systems by planning the location and intensity of growth to maintain natural resource and systems capacities and make the necessary infrastructure investments to protect natural resources and systems in ways that guide growth and development in ways that are consistent with the State Plan’s vision and goals.
   c. Promote Beneficial Economic Growth: Promote beneficial economic growth in locations and in ways that improve the quality of life and the standard of living for all New Jersey residents by providing infrastructure in advance of, or concurrent with, the impacts of new development sufficient to maintain adequate facility standards, by encouraging partnerships and collaborative planning with the private sector and by capitalizing on the State’s strategic location, economic strengths including its existing business enterprises, entrepreneurship, the research and development capacity of its institutions of higher learning, skilled workforce, cultural diversity and logistic facilities in ways that are consistent with the State Plan’s vision and goals.
   d. Protect the Environment, Prevent and Clean up Pollution: Protect the environment, prevent and clean up pollution by planning for growth in compact forms at locations, densities and intensities that protect land, air and water quality, allow expeditious regulatory reviews and encourage multi-modal transportation alternatives to the automobile to help achieve and maintain acceptable air quality standards.
   e. Provide Adequate Public Facilities and Services at Reasonable Cost: Provide adequate public facilities and services by supporting investments based on comprehensive planning and by providing financial incentives for jurisdictions that cooperate in providing public infrastructure and shared services. Encourage the use of infrastructure needs assessments and life-cycle costing. Provide adequate public facilities in ways that are consistent with the State Plan’s vision and goals.
   f. Provide Adequate Housing at Reasonable Cost: Provide adequate housing at reasonable cost
through public/private partnerships that create and maintain a full range of attractive, affordable, and environmentally sensitively-designed and developed housing, particularly for those New Jersey State Development and Redevelopment Plan most in need, at densities and locations that provide greater efficiencies and serve to support public transportation alternatives and reduce commuter time and expense and easily accessible to employment, retail, cultural, civic and recreational opportunities to reduce housing and commuting costs in ways that are consistent with the State Plan’s vision and goals.

g. Preserve and Enhance Areas with Historic, Cultural, Scenic Open Space, and Recreational Value: Preserve, enhance, and use historic, cultural, scenic and recreational assets by collaborative planning, design, investment and management techniques. Locate and design development and redevelopment and supporting infrastructure to improve access to and protect these sites. Support the important role of the arts in contributing to community life, civic beauty and redevelopment in ways that are consistent with the State Plan’s vision and goals.

h. Ensure Sound, Coordinated and Integrated Statewide Planning: Ensure sound, coordinated and integrated statewide planning by using the State Plan as a guide to planning and growth related decisions at all levels of government in ways that are consistent with the State Plan’s vision and goals.

i. Increase Energy Efficiencies and Reduce Greenhouse Gas Emissions: Increase Energy Efficiencies and Reduce Greenhouse Gas Emissions by promoting the improved coordination and integration of transportation planning and land-use planning and decision-making to reduce vehicle miles traveled (VMT); and by the citing, development, design and use of green-building construction materials and techniques in ways that are consistent with the State Plan’s vision and goals.

2. The State Planning Act (N.J.S.A. 52:18A-196 et. seq.) states:

a. “Among the goals of the act is the following: ... conserve its natural resources, revitalize its urban centers, protect the quality of its environment, and provide needed housing and adequate
public services at a reasonable cost while promoting beneficial economic growth, development and renewal.”

b. “It is in the public interest to encourage development, redevelopment and economic growth in locations that are well situated with respect to present or anticipated public services and facilities, giving appropriate priority to the redevelopment, repair, rehabilitation or replacement of existing facilities and to discourage development where it may impair or destroy natural resources or environmental qualities that are vital to the health and well-being of the present and future citizens of this state.” (N.J.S.A. 52:18A-196 (d))

3. The State Plan Policy Map (SPPM)

a. Recognizes that New Jersey requires different approaches in its Metropolitan, Suburban, Rural and Environmentally Sensitive Planning Areas. The New Jersey State Development and Redevelopment Plan adopted by the State Planning Commission, places the City of Hackensack in Planning Area 1 - the Metropolitan Planning Area and states:

b. The Metropolitan Planning Area: This Planning Area includes a variety of municipalities that range from large Urban Centers to 19th century towns shaped by commuter rail and post-war suburbs. The Communities in this Planning Area have strong ties to major metropolitan centers – New York/Newark/Philadelphia/Camden/Trenton Metropolitan Region; and on a smaller scale the Easton/Phillipsburg Metropolitan Region.

c. These municipalities have many things in common: mature settlement patterns; infrastructure systems that are approaching their reasonable life expectancy; an aging housing stock in need of rehabilitation; recognition that redevelopment will be the predominant form of growth; and a growing realization of the need to regionalize services and systems. In addition, the wide and often affordable choice of housing in proximity to New York and Philadelphia has attracted significant immigration, resulting in noticeable changes in demographic characteristics overtime.

d. In the Metropolitan Planning Area, the State Plan’s intent is to do the following:
   - Provide for much of the State’s future development and redevelopment;
   - Revitalize Cities and Towns;
   - Take advantage of increased densities and compact building design;
   - Encourage distinctive, attractive neighborhoods with a strong sense of place;
   - Provide for mixed-use concentrations of residential and commercial activity;
   - Create a wide range of residential housing opportunities and choices with income mix;
   - Provide for a variety of multi-modal transportation alternatives;
   - Prioritize clean-up and redevelopment of brownfields and greyfields sites;
   - Create cultural centers of state-wide significance;
   - Re-design any existing areas of low-density sprawl;
B. Bergen County Master Plan:

In reviewing the Final Draft Bergen County Master Plan the following information pertains to goals and policies for a program of rehabilitation which discuss the development and redevelopment policies for urban areas.

1. Bergen County Master Plan Overview:
   a. The Bergen County Department of Planning and Economic Development is undertaking a county-wide planning effort that will result in the first County Master Plan in some time.
   b. The Master Plan will create a unifying vision for the County’s 70 municipalities and help them plan for sustainable growth while protecting environmental resources. Development of the Master Plan will be a collaborative process involving the County, municipalities, regional agencies, public and private sector stakeholders and Bergen County citizens.

2. Draft Report:
   a. The Draft Report provided on the Bergen County Master Plan website includes the following descriptions:
      - Future growth will primarily occur through redevelopment and infill;
      - Redevelopment provides opportunities to create new public spaces and green areas in places that have none;
      - Redevelopment on a large scale using green guidelines has the potential over time to significantly ameliorate many of the county’s storm water run-off and water quality issues;
      - Redevelopment can occur spontaneously and be privately driven, or it can take place as a result of a public initiative, usually under the jurisdiction of a local redevelopment agency.
C. City of Hackensack 2001 Master Plan Study and 2009 Reexamination Report:
The City’s Master Plan report provided strategies for redevelopment. The Master Plan report noted that:

1. Goals and Objectives stated in the Master Plan Reports excerpts include:
   a. Maintain and enhance the quality of established neighborhoods in Hackensack and promote compatibility of new development with existing or specifically defined character;
   b. Encourage public and private redevelopment to assist in the rehabilitation of areas in need of improvement and upgrading including utilization of State and Federal Assistance programs, where applicable, as well as public / private partnerships;
   c. Provide housing opportunities and a variety of housing for various income levels or the population, including low and moderate income housing, middle income housing and senior citizen housing; encourage multi-family and mixed-use development and redevelopment within the central business district ....
   d. Improve the quantity, quality and availability of parks and open space including active and passive recreational facilities, neighborhood parks and environmentally sensitive areas. Encourage open space within major new developments and redevelopment. Promote the establishment of a publicly accessible linear greenway (riverside) park along the Hackensack River;
   e. Encourage adaptive re-use of historic and character defining structures, where appropriate; encourage context sensitive design of replacement structures;
   f. Promote adequate community services for all portions of Hackensack with an emphasis on improving the quality and adequacy of education, storm water
drainage, sewer, transportation, parking and recreation facilities;

g. Promote and upgrade the downtown area of Hackensack including the four spheres of influence with an emphasis on assuring a vibrant, mixed use and appealing downtown;

3. The City’s 2009 Master Plan Re-examination Report contains a significant amount of narrative related to areas in need of rehabilitation which included the following:

   a. Regarding Areas in Need of Rehabilitation the document states: “A viable alternative to the use of eminent domain is available to the City for stimulating private redevelopment in the form of Areas in Need of Rehabilitation. This simpler approach to side-scale rehabilitation and redevelopment does not involve eminent domain, but it provides a means for making substantial progress at minimal cost.

   b. Regarding the program of Rehabilitation the document states: “In addition, the Mayor and Council must determine that a program of rehabilitation, as defined in the LRHL, may be expected to prevent further deterioration and promote the overall development of the community.

   c. Regarding Infrastructure Age the document states: “While the City’s housing stock as of the 2000 US Census indicated that 45% was built before 1960, it is probable that more discreet, yet fairly extensive areas of the City would qualify under the age of housing criteria. The age of water and sewer infrastructure may also qualify designation of the entire city as an area in need of rehabilitation.

   d. Regarding Rehabilitation Area Options the document states: “The City’s options for redevelopment in an area in need of rehabilitation are basically the same as for an area in need of redevelopment, except that eminent domain cannot be used unless a formal designation of one or more properties as an area in need of redevelopment is made by the Mayor and Council. Thus, proceeding with the rehabilitation route does not preclude pursuing special properties for designation as an area in need of redevelopment if needed later on. In addition, the rehabilitation designation requires a simple resolution (no public hearing or special notice required) by the Mayor and Council, thus avoiding the time and expense of a redevelopment designation study.

   e. The document also states: “The available options for an area designated as an area in need of rehabilitation include the following:

      - Planning for redevelopment in a collaborative process with property owners, rather than an adversarial one, resulting in a shorter path to actual re-investment in the designated area.

      - Property owners can be afforded tax abatement over five years to allow their capital to be directed to property upgrades and expansions, which ultimately enhance the tax base due to the positive effects on the subject property and those around it.

      - The City may prepare a redevelopment plan for any area designated for rehabilitation, select a redeveloper, provide special redevelopment zoning standards and design criteria and
phase the development over a predetermined schedule.

- Off-site improvements can be accomplished without the need for meeting the “rational nexus” criteria.
- Each project can be guided by a redeveloper’s agreement or simply the requirements of the redevelopment plan.

4. Regarding the Rehabilitation Approach the document states: “The area in Need of Rehabilitation approach has been effectively used in number of New Jersey Municipalities and holds great promise for the City of Hackensack. Therefore this report strongly recommends the pursuit of this approach in all areas of the City that meet the criteria.

5. The City’s 2001 and 2009 Master Plan Reports provide strategies for redevelopment which includes the properties under investigation. The 2001 and 2009 Master Plan report states:

a. Master Plan Goals and Objectives

- Maintain and enhance the quality of established neighborhoods in Hackensack and promote compatibility of new development with existing or specifically defined character;
- Encourage public and private redevelopment to assist in the rehabilitation of areas in need of improvement and upgrading including utilization of State and Federal Assistance programs, where applicable, as well as public / private partnerships;
- Provide housing opportunities and a variety of housing for various income levels or the population, including low and moderate income housing, middle income housing and senior citizen housing; encourage multi-family and mixed-use development and redevelopment within the central business district ..... 
- Improve the quantity, quality and availability of parks and open space including active and passive recreational facilities, neighborhood parks and environmentally sensitive areas. Encourage open space within major new developments and redevelopment. Promote the establishment of a publicly accessible linear greenway (riverside) park along the Hackensack River;
- Encourage adaptive re-use of historic and character defining structures, where appropriate; encourage context sensitive design of replacement structures;
- Promote and upgrade the downtown area of Hackensack including the four spheres of influence with an emphasis on assuring a vibrant, mixed use and appealing downtown;

6. City of Hackensack: 2009 Master Plan Re-examination Report:

a. Regarding Infrastructure Age the document states: “While the City’s housing stock as of the 2000 US Census indicated that 45% was built before 1960, it is probable that more discreet, yet fairly extensive areas of the City would qualify under the age of housing criteria. The age of water
and sewer infrastructure may also qualify designation of the entire city as an area in need of rehabilitation.”

b. Regarding Rehabilitation Area Options the document states: The City’s options for redevelopment in an area in need of rehabilitation are basically the same as for an area in need of redevelopment, except that eminent domain cannot be used unless a formal designation of one or more properties as an area in need of redevelopment is made by the Mayor and Council. Thus, proceeding with the rehabilitation route does not preclude pursuing special properties for designation as an area in need of redevelopment if needed later on. In addition, the rehabilitation designation requires a simple resolution (no public hearing or special notice required) by the Mayor and Council, thus avoiding the time and expense of a redevelopment designation study.

c. Planning for redevelopment in a collaborative process with property owners, rather than an adversarial one, resulting in a shorter path to actual re-investment in the designated area.

d. Property owners can be afforded tax abatement over five years to allow their capital to be directed to property upgrades and expansions, which ultimately enhance the tax base due to the positive effects on the subject property and those around it.

e. The City may prepare a redevelopment plan for any area designated for rehabilitation, select a redeveloper, provide special redevelopment zoning standards and design criteria and phase the development over a predetermined schedule.

f. Off-site improvements can be accomplished without the need for meeting the “rational nexus” criteria.

g. Each project can be guided by a redeveloper’s agreement or simply the requirements of the redevelopment plan.

7. 2012 Downtown Plan Goals and Objectives:

a. Promote increased quality of life for all residents in the City of Hackensack;

b. Promote the development of a mid to high density predominantly residential mixed use project and a mix of commuter-oriented commercial services;

c. Support existing businesses and property owners while creating new construction and permanent jobs in the City;

d. Generate new tax ratables and revenue from the sale of the property to support additional revitalization activities and community facilities;

e. Require architectural, neighborhood and sustainable design standards that promote high quality development.

f. Provide parking to support the residential and retail uses in the redevelopment area;

g. The redevelopment plan is intended to capitalize on its prime location and proximity to the
Downtown Rehabilitation Plan, the New Jersey Regional Bus Station, the two New Jersey Transit Stations (Essex and Anderson Street), as well as to the major transportation including Route 4, 46, 17, Interstate 80 and the Garden State Parkway.

D. Neighboring Community Master Plans:
Information for the Master Plans of the adjacent municipalities have been included as stated in the 2009 Master Plan Reexamination Report which includes the following information:

1. **Borough of Bogota:** The 2003 Master Plan for Bogota recommends a rezoning of properties located in the Planned Development zone. This zone directly abuts the City’s southeast boundary. The planned development zone has existed since the last master plan was adopted and no planned development has occurred on these parcels for the past ten years. Currently, these properties contain a driving range and have been there for a long time. The Borough’s master plan therefore recommends that this area be zoned for 1-2 zones, which permits light-industry use, warehouses, and offices, indoor and outdoor recreational use.

2. **Borough of Hasbrouck Heights:** The 2003 Master Plan Reexamination Report recommends that the Borough should consider redeveloping portions of lands along Route 17, which connects Hasbrouck Heights to Hackensack City. However, these projects, if and when they are built, will not significantly impact Hackensack.

3. **Borough of Little Ferry:** The Borough’s 2004 Master Plan Reexamination Report recommends significant redevelopment along the waterfront. The plan recommends developing the area around Bergen Turnpike and Valley Road intersection that currently contains an under utilized shopping center to be redeveloped to include hotel, high-end large retail anchors, restaurants and a mix of offices. The plan recommends redevelopment along the waterfront that would include low-rise (1-3 story) mixed-use development with an array of recreational amenities and pedestrian walkways along the riverfront. The recommended projects are consistent with the development currently occurring along River Street in Hackensack.

4. **Borough of Maywood:** The Borough of Maywood 2003 Master Plan recommends that redevelopment study should be undertaken for areas along the southwesterly side of the Borough that have access from Route 17. This, however, will not impact Hackensack.

5. **Borough of Paramus:** The 2005 Master Plan Reexamination Report recommends that the Borough should evaluate for any areas in need of redevelopment within the Borough. The Plan also suggests rezoning certain residential properties that directly abut the Maywood Borough boundary. However, this will not impact Hackensack.

6. **Borough of River Edge:** The Borough does not have any significant plans that would affect Hackensack.

7. **Borough of South Hackensack:** The Borough prepared a land use element of the Master Plan in 2001; however, no changes are proposed at this time.
8. **Borough of Teterboro**: The 2006 Master Plan Reexamination Report recommends that the Borough should evaluate potential properties within the existing industrial area that are in need of redevelopment.

9. **Borough of Teaneck**: The 2006 Master Plan Reexamination Report recommends that the Borough should evaluate potential properties within the existing industrial area that are in need of redevelopment.

10. **Borough of Lodi**: The Borough does not have any significant plans that would affect Hackensack.

11. **Village of Ridgefield Park**: Portions of the industrial area that abut the Hackensack boundary to the east are being redeveloped. As part of the riverside park system plan, a new bike path is proposed along the river. These improvements are consistent with the waterfront redevelopment projects that Hackensack and Bergen County are proposing.”
APPENDIX M.2.
AMENDED REDEVELOPMENT PLAN, DATED JANUARY 2022 (EXCERPTS)
ACKNOWLEDGEMENTS:

Mayor and Council
Mayor John Labrosse
Deputy Mayor Kathleen Canestrino
Deputy Mayor David Sims
Councilman Leonardo Battaglia
Councilwoman Stephanie Von Rudenburg

City of Hackensack
Ted Ehrenburg - City Manager
Deborah Karlsson - City Clerk
James Mangin - CFO
Albert Dib - Redevelopment Director
Bill Daley - Parking Utility Director
Susan Banzon - Project Manager
Ryan Westra - Project Manager

Planning Board
Fernando Garip, Jr. - Chairman
John Chiusolo - Vice Chairman
John Labrosse - Mayor
Kathy Canestrino - Deputy Mayor
Albert Dib - Member
Michael Allegretta - Member
Ralph Contini - Member
Joe Martucci - Member
Marasia Laster - Alternate

Planning Board Consultants
Joseph L. Mecca, Jr., Esq. - Board Attorney
Gregory J. Polyniak, P.E., P.P., C.M.E., Neglia Engineering - Board Engineer

Consultants
Mr. Francis Reiner, P.P., L.L.A., DMR Architects - Redevelopment Consultant
Mr. Brian M. Nelson, Esq., Archer & Greiner, P.C. - Redevelopment Attorney
Michael Hanley, N.W. Financial - Financial Analysis Consultant
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4.0: REDEVELOPMENT PLAN COMPONENTS:

A. REQUIRED COMPONENTS OF THE REDEVELOPMENT PLAN:

N.J.S.A. 40A:12A-7 requires that a redevelopment plan include an outline for the planning, development, or redevelopment, of the Redevelopment Area sufficient to indicate the following:

1. Its relationship to definite local objectives as to appropriate land use, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.

2. Proposed land uses and building requirements in the project area.

3. Adequate provisions for the temporary and permanent relocation, as necessary for residents in the project area, including an estimate of the extent of which decent, safe, and sanitary dwelling units affordable to displace residents will be available to them in the existing local housing market.

4. An identification of any property within the redevelopment area which is proposed to be acquired in accordance with this plan.

5. Any significant relationship of the redevelopment plan to:
   - The master plans of contiguous municipalities;
   - The master plan of the county in which the municipality is located;

6. An inventory (as of the date of the adoption of the resolution finding the area to be in need of redevelopment) of all housing units affordable to low and moderate income households, as defined pursuant to N.J.S.A. 52:27D-304, that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure.

7. A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan.

8. Proposed locations for public electric vehicle charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

9. The redevelopment plan may include the provision of affordable housing in accordance with the “Fair Housing Act,” N.J.S.A. 52:27D-301 et seq. and the housing element of the municipal master plan.

10. The redevelopment plan shall describe its relationship to pertinent municipal development regulations as defined in the “Municipal Land Use Law,” P.L.1975, c.291 (C.40:55D-1 et seq.). The redevelopment plan shall supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district within the redevelopment area. When the redevelopment plan supersedes any provision of the development regulations, the ordinance adopting the redevelopment plan shall contain an explicit amendment to the zoning district map included in the
zoning ordinance. The zoning district map as amended shall indicate the redevelopment area to which the redevelopment plan applies. Notwithstanding the provisions of the “Municipal Land Use Law,” P.L.1975, c.291 (C.40:55D-1 et seq.) or of other law, no notice beyond that required for adoption of ordinances by the municipality shall be required for the hearing on or adoption of the redevelopment plan or subsequent amendments thereof.

All provisions of a redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan; but the municipal governing body may adopt a redevelopment plan which is inconsistent with or not designed to effectuate the master plan by affirmative vote of a majority of its full authorized membership with the reasons for so acting set forth in the redevelopment plan.

B. NOTE ON PLAN TERMINOLOGY:
Throughout this Redevelopment Plan, a distinction is made between “shall” and “should.” “Shall” means that a developer is required to comply with the specific regulation, without deviation. “Should” means that a developer is encouraged to comply but is not required to do so.

C. TEMPORARY AND PERMANENT RELOCATION:
The Local Redevelopment and Housing Law requires that any redevelopment plan make adequate provision for temporary or permanent relocation of any resident in the project area. As the property does not include any existing residential units there is no requirement to relocate any residents as part of this Redevelopment Plan.

D. IDENTIFICATION OF PROPERTY TO BE ACQUIRED:
The Local Redevelopment and Housing Law requires that any redevelopment plan identify any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan. As the property is currently owned by the City of Hackensack and has been designated as a non-condemnation Redevelopment Area; eminent domain is not permitted or required as part of this plan.

E. AFFORDABLE HOUSING:
The Developer shall construct a minimum of sixty (60), or no less than 20% of the total number of residential units in the project, on-site, family rental units affordable to very-low-, low-, and moderate-income households, as defined by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et. seq.) and Council on Affordable Housing’s (COAH’s) regulations, N.J.A.C. 5:93-1, et. seq., and subject to the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et. seq., the City’s Affordable Housing Ordinance, and all applicable laws regarding the construction, phasing, administration, and affirmative marketing of affordable units.

1. **Income Distribution:** in accordance with the City’s Settlement Agreement with Fair Share Housing Center, income distribution for the affordable units in all projects throughout the City shall be:
a. 13% of the total number of units shall be affordable to very-low-income households, earning less than thirty percent (30%) of the regional median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq. (FHA);

b. 37% of the total number of units shall be affordable to low-income households, as defined in UHAC; and

c. 50% of the total number of units shall be affordable to moderate-income households, as defined by UHAC.

d. Any fraction of a unit shall be rounded up to the nearest whole unit, and if an odd number of affordable units is constructed, the odd number shall be a low-income unit.

e. The very-low-income units shall be proportionately distributed within each bedroom mix, and the number of very-low income, three-bedroom units in the project must equal or exceed the number very-low income, one-bedroom units.

2. **Bedroom Distribution**: Bedroom mixes for the affordable units shall fully comply with UHAC:

   a. At least 20% of the project’s affordable units will be three-bedroom units;

   b. No more than 20% of the project’s affordable units will be efficiency and one-bedroom units; and

   c. No more than 60% of the project’s affordable units will be two-bedroom units.

3. **Deed Restrictions**: The developer shall execute and record a Deed Restriction for the affordable units before the first Certificate of Occupancy is issued for the inclusionary development. The Deed Restriction will be recorded in the Bergen County Clerk’s office. The affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as provided for by UHAC, with the sole exception that very-low income units shall be defined as at or below thirty percent (30%) of median income pursuant to the Fair Housing Act, and the affordability controls shall remain unless and until the City, in its sole discretion, takes action to extend or release the unit from such controls after at least thirty (30) years. If the City elects to release the controls on affordability, said controls shall continue in effect until the date on which the individual affordable rental unit shall become vacant, provided that the occupant household continues to earn a gross annual income of less than eighty percent (80%) of the regional median income. See N.J.A.C. 5:80-26.11(b). If, at any time after the release of the affordability controls by the City, a rental household’s income is found to exceed 80 percent of the regional median income, the rental rate restriction shall expire at the later of either the next scheduled lease renewal or sixty (60) days. The term family rental in this Redevelopment Plan means rental units that are not age restricted.

4. **Phasing**: Construction of all affordable units shall be phased-in per N.J.A.C. 5:93-5.6(d).

5. **Integration**: All affordable units shall be integrated and interspersed with the market-rate units, and all affordable units shall not be concentrated on separate floors or in separate areas of the project from the market-rate units. The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units. No mandatory amenity fees or fees for universally available amenities shall be required of any of the affordable housing units.
6. **Other Affordable Housing Requirements:** The Developer of each project will also comply with all of the other requirements of UHAC and the City’s Affordable Housing Ordinance, including, but not limited to:
   a. Hiring a qualified Administrative Agent to administer the affordable units in the project;
   b. Following Affirmative Marketing requirements, which includes advertisement on the Housing Resource Center website in accordance with applicable law; and
   c. Ensuring that proper candidate qualification, screening, and selection requirements are met.

7. Each affordable unit shall be assigned one designated off-street parking space at no cost to the resident.

8. **Administrative Agent:** the developer shall contract with a qualified and experienced third-party administrative agent, which may be the City’s administrative agent (the “Administrative Agent”) for the administration of the affordable units and shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with this Agreement for the Deed-Restiction Period. The developer and its Administrative Agent shall work with the City and the City’s Administrative Agent, should the developer’s and the City’s Administrative Agent not be one in the same, regarding any affordable housing monitoring requirements improved by COAH or the Court. The developer shall provide, within thirty (30) days after written notice, detailed information reasonably requested by the City or the City’s administrative agent, should the developer's and the City’s Administrative Agent not be one and the same, concerning the developer’s compliance with UHAC, the City’s Affordable Housing Ordinance, all applicable Court orders, and other applicable laws.

F. **LONG TERM FINANCING CONSIDERATIONS:**
Due to the size, scale, vital location and anticipated nature of the potential projects contemplated under this plan, the City anticipates that it would be eligible for a PILOT if the project commences within five (5) years of plan adoption. After that time, the specific economic conditions would have to be reevaluated to determine the duration of an exemption that would be deemed financially feasible and appropriate.

The actual entry of any financial agreements for a long term tax exemption are subject to governing body approval under the processes required by law. In order for the City to determine if a PILOT is necessary the developer would be required to submit a preliminary fiscal impact analysis as part of the process.

G. **TRAFFIC STUDY:**
A traffic study shall be provided as a part of any site plan submission to the Planning Board. The analysis should forecast additional traffic associated with both the proposed development and taking into account all approved projects within a 1/2 mile. The study should determine vehicular and pedestrian improvements necessary to accommodate the proposed development to help ensure safe and reasonable traffic conditions and reduce the negative impacts created by the development for existing intersections within the 1/2 mile study area. If the Planning Board deems the impacts have a negative impact, the applicant shall take necessary steps to eliminate such impacts.
C. BULK STANDARDS: DENSITY, AREA, YARD AND HEIGHT REQUIREMENTS:
The following requirements apply to all development projects which shall meet the following criteria:

1. **Project Size:** The minimum project size shall be over 250,000 leasable or habitable square feet not including any portion of a parking structure and shall be completed in one phase.

2. **Dwelling Unit Size:**
   a. A maximum of 20% of the units can be less than 650 sf;
   b. A maximum of 15% of the units can be over 1,250 sf;
   c. Affordable housing units are not subject to the dwelling size requirements.

3. **Minimum Setback:** The minimum setback for new construction is 18'-0” feet from the face of the existing or proposed curb along State Street, Union Street and Trinity Place. A minimum building setback of 20 feet shall be maintained to the north and a minimum of 40 feet shall be maintained to the west of the existing Islamic Center.
   a. The minimum setback applies to all public street frontages, not just to the street toward which the structure is oriented. The setback applies to all levels of the building and not just the ground level;
   b. The minimum setback to all other property lines is 20 feet.
   c. Projections such as horizontal awning are not subject to this setback requirement;
   d. Utility structures, exhaust air vents, backflow preventers, or other similar devices when located above grade, must be located behind the setback, be screened and should not be located on State Street.

4. **Maximum Number of Units:** 268 units
   a. A minimum of sixty (60) affordable housing units, or no less than 20% of the total number of residential units in the project, shall be constructed on site as part of the project and as further stipulated under Section 4.0.E.

5. **Maximum Number of Stories/Building Height:** 12 Stories (Max.- 144’-0”)
   b. For buildings over eight (8) stories a minimum 6’-o” building step-back is required along State Street with the exception of building corners (The step-back may be located starting above the fourth level).

6. **Minimum Retail / Commercial SF:** 7,000 sf (Required to front State Street with a minimum 35’-o” depth);
   a. The minimum ground retail height shall be 14’-0” as measured from the top of curb along Main Street;
   b. A rooftop uses is permitted.

7. **Maximum Building / Lot Coverage:** 90%

8. **Flood Mitigation / Storm-water Management Requirements:**
   a. The proposed development shall reduce the impacts to the City’s storm water and sewer system by incorporating non-structural and structural storm water facilities in accordance with the Storm water Management Rules and the NJ Storm water Management Best Management Practices Manual.
   b. The storm water management facilities shall be provided on all projects in order to ensure that the post-construction peak runoff rates for the 2 year, 10 year, and 100 year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates.
   c. Any development should include storm water quality measures to meet 80% TSS reduction for all
APPENDIX N.
HACKENSACK ANNUAL/STATEMENT PERFORMANCE AND EVALUATION REPORTS FOR THE
HACKENSACK HOUSING AUTHORITY 2010-2017 AND 2018 EMAIL FOLLOW-UP
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</table>
From: tonyf
To: Amanda Luchun
Subject: RE: 2018 Capex documents
Date: Thursday, February 4, 2021 12:44:38 PM

Housing Authority City of Hackensack
65 FIRST STREET HACKENSACK, NEW JERSEY 07601 TEL. (201) 342-4280
5044
TTY/TTD 800-545-1833 Ext. 844

Amanda, Listed below you will find the completed 2018 projects.

1. 230 Central Ave. boiler replacement $116,340.00
2. 175 West Railroad Flooring replacement $26,999.00
3. Newman / Railroad(Oratam Court) exterior building coating $158,000.00
4. 164 Beech install new interior doors $83,000.00
5. 60 Kansas Street and 65 first Street kitchen cabinet refinishing $202,000.00
6. 60 Kansas, 175 West Railroad and 164 Beech replace interior lights with LED bulbs $170,600

Yours truly,

Anthony Feorenzo
201-342-4280 Ext. 21
tonyf@hackensackhousing.org

From: Amanda Luchun <amandal@hcicg.net>
Sent: Thursday, February 4, 2021 11:39 AM
To: tonyf <tonyf@hackensackhousing.org>
Subject: 2018 Capex documents

Tony,

Thanks for getting back to me – as we discussed here’s what we received back in 2018. Additionally if you could provide the HUD FFY Grant. We’d be looking for the same information (scope of work, amount spent and which development) for 2018.

Thank you!
Good Morning:

Per Mr. Feorenzo, enclosed please find the requested 2009 & 2010 capital fund improvement funds. On 2017 we converted to RAD and the expected funds for 2018-2025 are $2,244,136.

Sincerely,

Julissa Nunez
201-342-2210
201-342-4280 Ext. 19
201-342-5044 Fax
julissac@hackensackhousing.org
APPENDIX O.1.
BERGEN COUNTY INTERLOCAL SERVICES AGREEMENT FOR CITY OF HACKENSACK
PARTICIPATION IN THE BERGEN COUNTY HOUSING IMPROVEMENT PROGRAM
Three Year Cooperative Agreement

An Agreement superseding the Cooperative Agreement dated July 1, 2000 and amendments thereto, for the purpose of inserting a description of activities for the Forty-Sixth Year (July 1, 2021 - June 30, 2024) Urban County Community Development Block Grant Entitlement Program, HOME Investment Partnership Act Program, Emergency Solutions Grant and clarifying the planning and implementation procedures for Program Years 2021, 2022, and 2023.

WHEREAS, in order to meet Federal requirements there must be a binding agreement in effect; and WHEREAS, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq., requires a specific delineation of activities to be included in the Agreement; and WHEREAS, the various new activities have been proposed to be carried out under the Forty-Sixth Year Community Development Program.

NOW, THEREFORE, it is mutually agreed that the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., contract dated July 1, 2000, between the Municipality of City of Hackensack, hereinafter the “Municipality” and the County of Bergen be superseded by this "Three Year Cooperative Agreement", and the attachments hereto.

A. Community Development Planning Process

1. Nature and Extent of Planning Procedures

a. Purpose - The purpose of this Agreement is to establish a legal mechanism through which the county government may apply for, receive, and disburse Federal funds available to eligible urban counties under the Community Development Block Grant Entitlement Program (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) and to take such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of these programs. Federal funds received by the County shall be for such functions as neighborhood facilities, housing construction and rehabilitation, public facilities, urban renewal, water and sewer facilities, open space, and other such purposes as are authorized by said Acts. Nothing contained in this Agreement shall deprive any municipality or other unit of local government of any powers of zoning or other lawful authority which it presently possesses, nor shall any participant be deprived of any
Three Year Cooperative Agreement

State or Federal aid to which it might be entitled in its own right, except as provided in section A.1.c.(6), below. This Agreement covers the CDBG Entitlement Program, the HOME Investment Partnership Act Program and the Emergency Solutions Grant Program.

b. Establishment of Committees - There are hereby established six regional Community Development committees, consisting of two representatives from each participating municipality, each to be appointed for a one year period, coinciding with the fiscal year (July 1 to June 30). The governing body and the chief executive of each participating municipality shall make one appointment each. Alternates may be appointed in the same manner as set forth above and shall have the same powers in the absence of the designated representatives.

c. Responsibilities of the Regional Community Development Committees

(1) The Community Development Regional Committees shall elect a chairperson.

(2) The Committees shall meet as often as required. Each regional committee shall establish its own rules of procedures and shall make recommendations to the County Executive and Board of Chosen Freeholders through the Division of Community Development.

(3) The Committees shall study and discuss the community development needs of the County of the respective regions, and shall determine the most effective and acceptable utilization of Community Development Block Grant Funds available to the region. They shall recommend to the County Executive and Board of Chosen Freeholders an application for participation in Federal funding, including an allocation formula and towards that end they shall jointly, in the manner herein prescribed, be authorized to develop a Consolidated Plan for the County and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the Community Development Block Grant Program. Funds applied for shall be those available for "Urban Counties" under the Community Development Block Grant Entitlement Program.

(4) The Community Development Regional Committees shall develop, in full consultation with the Division of Community Development and all affected agencies of the local governments involved, priorities for the actual utilization of
such funds as are made available from the Federal Government under this Title. The Committees shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a municipality to receive the monies to carry it out, or for some other combination of local or State agencies. The implementation shall be established before submittal of the application to HUD, and any relevant documents that become part of this Agreement, and should be submitted to HUD with it. Such implementation mechanism shall be established by means of a separate contract between the County government and the municipality or agency implementing the designated project pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

(5) Every municipality participating in the Committees may request participation in the expenditure of the Federal funds, comment on the overall needs of the County which may be served through these funds, or otherwise take part in the proceedings of the Community Development Committees through its Community Development representatives. No project may be undertaken or services provided in any municipality without the prior approval of the governing body of the municipality, which approval shall be established in accordance with the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., in addition to such other approvals as may be required by law.

(6) By executing this agreement the municipality understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and may not participate in the HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation and may receive a formula allocation under the ESG program only through the urban county program.

d. Establishment of Countywide Committees

There is hereby established a Countywide Committee consisting of the Chairpeople of the six Regional Community Development Committees and five other at-large members appointed by the County Executive. The role of the Countywide Committee
Three Year Cooperative Agreement

is to recommend an allocation formula to the Board of Freeholders and to also recommend funding for multi-regional and countywide projects. These recommendations shall be submitted to both the Board of Chosen Freeholders and the Regional Community Development Committees. The creation of the countywide committee in no way diminishes or changes the authority of the County or the Regional Community Development Committees. The Community Development Director and other appropriate County staff shall discuss all Countywide and multi-regional projects with the Countywide Committee both before specific funding levels are authorized by the County and at all important stages of implementation. The term for the Countywide Committee shall coincide with the fiscal year (July 1 to June 30). No member of the Countywide Committee shall be able to vote on any matter that affects any applicant on whose board they serve.

2. Standards of Performance

Every Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., established pursuant to this Agreement shall contain standards of performance as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., and by the Housing and Community Development Act of 1974 and the HOME Investment Partnership Act of 1990 Bi-annually, a report shall be prepared for the Regional and Countywide Committees and the municipalities by the Division of Community Development, which reports on all Community Development projects, their status and expenditures.

3. Estimated Cost and Allocation

The amount of Federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendation of the Community Development Committees, subject to any modifications made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Fund established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. These funds shall be in a separate bank account subject to the control of the County government, which shall be the designated recipient for the funds provided by the Federal Act. Upon
Three Year Cooperative Agreement

authorization by the County, and in compliance with State law and promulgated regulations funds may be expended from this Trust Fund by the County or by payment to the particular municipality pursuant to a specific contract. Neither the Community Development Committees, the County government, nor any participating local government may expend or commit funds except as may be authorized pursuant to this Agreement and in full compliance with State and Federal laws and regulations. No participant under this contract may in any way be obligated to expend funds of its own except as may be mutually agreed in a lawful manner.

4. Duration of Contract

This Agreement remains in effect until the CDBG Entitlement Program, the HOME Investment Partnership Program funds, Emergency Solutions Grant and program income received with respect to the Urban County qualification period (2021, 2022, and 2023) are expended and the funded activities completed. The County and participating municipalities may not terminate or withdraw from the Agreement while the agreement remains in effect.

a) However, this contract may be terminated if the County fails to qualify as an Urban County, or if the County does not receive a grant in any year of the three year period. The contract may also be terminated by the U.S. Department of Housing and Urban Development. Be it further understood, that at the end of the current qualification period, this agreement will automatically be renewed for participation on successive three year periods, unless the County or participating municipality provides written notice it elects not to participate in a new qualification period. In this case, a copy of the notice must be sent to the HUD Field Office, by the date specified in the Urban County qualification notice. The County will notify each participating municipality in writing of its right to make such election by the date specified in HUD’s urban county qualification notice for the next qualification period. Additionally, the County will notify all participating municipalities of any amendments as cited in the HUD Urban County Qualifications Notice for that period, or subsequent periods that must be included in the existing cooperation agreement. Any amendments will be submitted to HUD as provided in the qualification notice. Failure by the County or Municipalities to adopt an
amendment and/or resubmit such amendments to HUD will void the automatic renewal of said cooperative agreement for the new qualification period.

5. Designation of General Agent
The Director of the Division of Community Development is hereby designated as the administrative agent of the County of Bergen for purposes of compliance with statutory and regulatory responsibilities. He/she shall be accountable to the County Executive. The County Executive, with the concurrence of the Board of Chosen Freeholders, shall designate a Director of the Division of Community Development. The director and his/her staff shall within the resources available, provide technical and administrative support to the CD Committees, and shall provide liaison between the committees and the Board of Chosen Freeholders.

B. Qualifications as Urban County
In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an "Urban County", the municipality and the County agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. This Agreement shall be effective only when sufficient municipalities have signed the contract so that 200,000 population is represented, and when all other Federal eligibility criteria for designation as an "Urban County" under the Act have been satisfied. In the event that sufficient municipalities to meet these criteria should not sign this Agreement within the time period set forth by the United States department of Housing and Urban Development, the County Executive shall so notify all signators and the Agreement shall thereupon be null and void. In order to comply with Federal requirements, the County government, through the Board of Chosen Freeholders, shall be the applicant for Community Development funds. The County has the final responsibility for selecting Community Development Block Grant, HOME Investment Program, Emergency Solutions Grant activities and annually filing Consolidated Plan with HUD, in accordance with the procedures established under Section A.1.c(3) of this Agreement.

C. Agreement as to Specific Activities (Uniform Shared Services and Consolidation Act, N.J.S.A.)
Three Year Cooperative Agreement

40A:65-1et seq.

1. Activities

a. The municipality and the County shall take all actions necessary to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the National Environmental Policy Act of 1969, the Uniform Relocation Act, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws. Pursuant to 24 CFR 570.501(b), a municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. The Grantee or a unit of general local government that directly or indirectly receives Community Development Block Grant (CDBG) funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

b. The Municipality agrees to comply with all Federal, State, County, and Municipal laws, rules, and regulations generally applicable to the activities engaged in during the performance of the agreement.

c. Urban county funding will be prohibited for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with its fair housing certification.

d. The municipality has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and Local Laws against physically barring entrance to or exit from a
Three Year Cooperative Agreement

facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

e. Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503.

f. The municipality agrees to inform the County of any income generated by the expenditure of CDBG funds received by them; that any program income must be paid to the County; that any program income the municipality is authorized by the County to retain may only be used for eligible activities in accordance with all CDBG requirements as they may apply; and that any program income generated from the disposition or transfer of property prior to or subsequent to the close-out change of status or termination of this Agreement be returned to the County. The County has the responsibility for monitoring and reporting to HUD on the use of any program income, thereby requiring appropriate record keeping and reporting by the municipality. In the event of any close-out or change in status of a municipality, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.

g. The municipality agrees to notify the County of any change in the use of real property acquired with CDBG funds from that planned at the time of acquisition or improvement including disposition and that the municipality will reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure on non-CDBG funds) of property acquired or improved with CDBG funds, that is sold or transferred for a use which does not qualify under the CDBG regulations.

h. No unit of local government may sell, trade or otherwise transfer all or a portion of such funds to a metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal consideration but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

2. County Responsibility
Three Year Cooperative Agreement

The municipality agrees that the County, as the applicant, takes full responsibility and assumes all obligations of an applicant under the Housing and Community Development Act of 1974, the HOME Investment Partnership Act of 1990 and the Emergency Solutions Grant of 2012. This responsibility will also extend to parts of the planning and management process, for the execution of community development plan, including the analysis of needs, the setting of objectives, the development of the Consolidated Plan, and all assurances or certifications of compliance with federal and state requirements necessary under federal and state laws. The responsibility of the County shall apply to all community development projects whether or not the County or the locality carries out directly an activity or activities included in the application. The municipality agrees that the County has the authority to carry out activities which will be funded from annual Community Development Block Grants (CDBG), HOME Program and Emergency Solutions Grant, from Federal Fiscal Years 2021, 2022, and 2023 appropriations and from any program income generated from the expenditure of such funds.

3. Costs
   a. Cost of Activities The costs of the community development activities and the total cost of all activities shall be as approved pursuant to Section A.1.c.(3) and d, and in the application submitted to HUD, subject to approval and funding by HUD, and to any modification in the total grant award or cost of activities required by HUD.
   b. Municipal Designation to Carry Out Activities

The activities to be completed under the Community Development Program will be carried out by the County with participation of the Committees as set forth in Section A.1.c(3) and d. except those being carried out directly by participating municipalities.
   c. Payment Payments for the conduct of activities to be carried out by individual municipalities will be made to the municipality on the basis of vouchers and resolutions submitted by the approving authority of the municipality. The final 10% of the activity cost will be made upon certification by the municipality and verification by the County that the activity has been completed in a satisfactory manner according to paragraph C.4. below of this agreement, and applicable Federal and State requirements.
4. **Standards of Performance**

Activities to be carried out under the Housing and Community Development Act, the HOME Investment Partnership Act of 1990, the Emergency Solutions Grant of 2012 this Agreement shall be performed in accordance with Federal, State and local laws and regulations. In carrying out the activities, the County will be responsible for contact with other local, State and Federal agencies to prevent duplication of effort, and to foster coordination of related activities. Activities to be carried out by individual municipalities shall adhere to County design and construction standards, and shall be based on work proposals and budget outlines submitted to the County for review. The Director of the Division of Community Development or other County staff members, as may be necessary, shall grant approval prior to the commencement of any work involved in carrying out the activity. The County will establish a staff responsible for managing the program, and this staff will prepare timely progress reports of activities to be distributed to the Mayors and governing bodies of participating municipalities and the general public.

5. **Time Period**

In accordance with HUD regulations, activities included in the application shall be completed or substantially underway during the program year, which shall be one year from the date of notification of the grant awarded by HUD. Work on the activities to be carried out directly by municipalities shall commence only upon release of funds by HUD and conformance to local finance board regulations and only upon notification by the County that the municipality is authorized to initiate the project. Work on these activities should begin as soon as possible following issuance of this notice to the municipalities, and should be completed in a timely manner. If a project is not started or implemented in a timely manner as set forth above, after due notice and warnings are given to the municipality in question, the regional CD Committee and the Board of Chosen Freeholders reserve the right to reallocate these funds.

6. **Availability of Records for Audit**

Required records of progress of activities carried out by the County and by individual municipalities will be maintained according to the HOME Investment Partnership Act of 1990 and accompanying regulation; FMC 74-7 the New Jersey Division of Local Finance,
Three Year Cooperative Agreement

and other applicable requirements. All records shall be kept in a manner prescribed by these regulations and shall be available for audit by the proper authorities. Records of activities carried out by the County shall be maintained by the Director of the Division of Community Development of the County or his/her designated subordinate, and records of activities carried out by individual municipalities shall be maintained by the municipal clerk of the municipality carrying out the activity.

D. Signators

This Agreement shall be executed in similarly worded counterparts, each of which shall be signed by the County Executive and the chief executive of an individual municipality, (the chief executive of a municipality is the mayor except in council manager governments, in which case, the chief executive is the manager) after authorization by the Board of Chosen Freeholders and the governing body of the municipality, to execute this Agreement. Each such signator agrees to cooperate with all other signators and be found as if all had signed the same Agreement.

E. Modification and Amendment

1. Modification of Costs and/or Activities

In the event that any modifications of the cost of an activity or any activity itself shall become necessary, or is requested by the County or a municipality participating in or carrying out an activity, the County may increase or decrease the cost of an activity or modify the activity, subject to all necessary HUD and municipal approvals, and only after appropriate committee approvals, provided that the total funding does not exceed the total grant award. Municipal requests for cost or activity modifications must be by a resolution of the governing body and shall also require passage of a resolution by the Board of Chosen Freeholders. County requests for cost or activity modifications of a municipal project shall be made in writing by the County Executive subject to approvals by resolutions of the governing bodies of the municipality or municipalities involved.

2. Addition or Deletion of Projects

Projects may be added or deleted by the County with such HUD approvals as are required and the approval of the municipality or municipalities involved. Said approvals shall be by resolution of the municipality or municipalities and the County and shall be subject to paragraphs C.4. and C.4., above. Projects will not be added or deleted without
appropriate review by the respective Committee(s).

F. **Severability**

In the event that any portion of this agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect.

G. **Supersession**

This Agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions only to the extent of conflict of purpose.

H. **Opinion of County Counsel**

Pursuant to the requirements of the HUD regulations, this Three Year Cooperative Agreement (July 1, 2021 – June 30, 2024) was reviewed by the County’s Counsel for compliance therewith and it is the opinion of County Counsel that the terms and provisions of the Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower-income housing assistance activities.

[Signatures]

County Executive

Mayor

Clerk (Seal)
CITY OF HACKENSACK

RESOLUTION NO. 233-20

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE COUNTY OF BERGEN TO SUPERSEDE THE COOPERATIVE AGREEMENT DATED JULY 1, 2000 AND AMENDMENTS THERETO ESTABLISHING THE BERGEN COUNTY COMMUNITY DEVELOPMENT PROGRAM

WHEREAS, certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

WHEREAS, it is necessary to supersede an existing Interlocal Services Cooperative Agreement for the County and its people to benefit from these Programs; and

WHEREAS, an Agreement has been proposed under which the Municipality of City of Hackensack and the County of Bergen in cooperation with other Municipalities, will modify an Interlocal Services Program pursuant to N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, it is in the best interest of the Municipality of City of Hackensack to enter into such an Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Municipality of City of Hackensack that the Agreement entitled “Three Year Cooperative Agreement” (an Agreement superseding the Cooperative Agreement dated July 1, 2000 – June 30, 2003) to clarify the planning and implementation procedures and to enable the Municipality to make a Three Year irrevocable commitment to participate in the Community Development Block Grant Program (CDBG), the Home Investment Partnership Program (HOME), and the Emergency Solutions Grant Program (ESG) for the Program Years 2021, 2022, and 2023 covering the period July 1, 2021 – June
30, 2024 be executed by the Mayor and Municipal Clerk in accordance with the provisions of law; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately in accordance with law and that an original copy be made available to the Director of the Bergen County Division of Community Development as soon as possible and no later than Friday, July 17, 2020.

CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK HELD ON JUNE 23, 2020

[Signature]

DEBORAH KARLSSON, CITY CLERK
APPENDIX O.2.
BERGEN COUNTY HOUSING IMPROVEMENT PROGRAM MORTGAGES
MORTGAGE

This is a real property mortgage given on 9/10 2010,

By: Lyda M. Barrios & Harvey Barrios, h/w
70 Cedar Ave, Hackensack NJ 07601

Owner(s)
Address:

to County of Bergen Home Improvement Program, 1 Bergen County Plaza, 4th Floor
Hackensack, New Jersey 07601 - 7000, mortgagee, to secure a loan in the sum of
$25,000.00 and covering property located in the County of Bergen, State of New Jersey
commonly known as: 70 Cedar Ave, Hackensack NJ 07601

Also known as Block 567, Lot 1.01, on the tax map of the Municipality of Hackensack

Being the same premises conveyed to Mortgagor named herein by Deed

from John Valdez & Ruth Valdez, h/w, dated November 19, 2004, and recorded in the Bergen

EXPLANATION OF WORDS USED IN THIS DOCUMENT

(A) Mortgage - This document will be called the Mortgage.

(B) I, ME, MINE and MY - These words refer to each and all of those who sign this Mortgage.

(C) YOU and YOUR - These words refer to County of Bergen Home Improvement Program,
having its principal place of business at 1 Bergen County Plaza, 4th Floor, Hackensack, New Jersey
07601 - 7000, and any future holder of this Mortgage.

(D) NOTE - This refers to a separate document I signed this day by which I acknowledge that I
have borrowed the sum of $25,000.00, and agree to repay it with three (3%) percent
interest to you.

GIVING OF MORTGAGE AND ITS EFFECT

On this date, because you loaned me the money for which I gave you the Note, I mortgage to you
the Property described in Paragraph 1 below. By this I mean the following:

A) I give the rights in the property which the law gives to holders of mortgages.
B) I agree to keep all the promises which I make in the Note and in this Mortgage.

Prepared by: [Signature]
Barbara Ruzanski, for B.C. HIP
If I fail to pay the money I owe you or to keep the other promises made in the Note and in this Mortgage, then you can foreclose this Mortgage. Foreclosure may result in the property being sold to a buyer who will have the right to remove me from the property. The proceeds of the sale may be applied to pay the cost and expenses of the foreclosure action, as well as to pay the money I owe you under the Note and this Mortgage. If the proceeds are not enough to pay these amounts, then you may get a personal judgment against me for the difference.

PROPERTY UNDER MORTGAGE

1) The property I mortgage is a certain piece of land, located and being in the County of Bergen, State of New Jersey:

   Also known as Block 567, Lot 1.01, on the tax map of the Municipality of Hackensack.

   The property also includes all my rights in the property and my rights and privileges, if any, to all land, water, streets and roads next to, and on all sides of the property.

   The property also includes anything which is now attached to or which will in the future be so attached or which will be built upon the property including but not limited to a building or house.

2) I give you the right to any money which may be necessary to repay the amount I owe you, if any government agency or anyone else authorized by law takes the property or any part of it, which proceeds are included in the property under this Mortgage.

PROMISE TO PAY NOTE

3) I promise to pay you or anyone you name all the amounts specified in the Note.

FIRE INSURANCE

4) For your benefit, I will keep the property insured against loss by fire after such time as any structure has been erected. At your request I will deliver and assign any policy to you and I will not buy any new policy without telling you about it. If I fail to pay the premium for this insurance, within ten (10) days after you ask me, you may do so; I agree to then repay such premium to you when you ask for repayment. I will insure the property for at least an amount equal to the outstanding balance of the Note, and shall name County of Bergen Home Improvement Program as an insured for an amount equivalent to, and to the extent of, the outstanding balance of the Note. County of Bergen Home Improvement Program shall be entitled to such a portion of the insurance proceeds to satisfy any balance of principal and interest to County of Bergen Home Improvement Program under the provisions of the Note that this Mortgage is securing.

FLOOD INSURANCE

5) The federal government has designated certain areas as Special Flood Hazard Areas. If all or part of my property is in a Special Flood Hazard Area, I will be required to keep flood insurance on the property. For your benefit, I will keep the property insured against loss by flood after such time as any structure has been erected. At your request I will deliver and assign any policy to you and I will not buy any new policy without telling you about it. If I fail to pay the premium for this insurance, within ten (10) days after you ask me, you may do so; I agree to then repay such premium to you when you ask for repayment. I will insure the property for at least an
amount equal to the outstanding balance of the Note, and shall name County of Bergen Home Improvement Program as an insured for an amount equivalent to, and to the extent of, the outstanding balance of the Note. County of Bergen Home Improvement Program shall be entitled to such a portion of the insurance proceeds to satisfy any balance of principal and interest to County of Bergen Home Improvement Program under the provisions of the Note which this Mortgage is securing.

PRESERVING PROPERTY

6) I will keep the property in good repair. I will not damage, destroy or substantially change the property. This is a material provision of this Mortgage; I understand that County of Bergen Home Improvement considers this provision of utmost importance. will not allow the property to deteriorate.

RIGHT TO INSPECT THE PROPERTY

7) During the period this mortgage is in effect, you have the right to enter and inspect the property and the buildings thereon, upon reasonable notice at any reasonable time.

PAYMENT OF TAXES AND OTHER CHARGES

8) I will pay when due all taxes, and assessments that are assessed against the property. I will show you receipts for payments of such charges within ten (10) days after you request them.

WRITTEN STATEMENT OF AMOUNT DUE

9) In the event of any disagreement between you and me, upon your request, I will give you a written and signed statement of the amount that I owe you on the Note and this Mortgage and whether or not I have rights or claims to reduce or not pay the amount you say I owe.

VIOLATIONS AFFECTING PROPERTY

10) If I receive notice from you or any governmental body that the property, or my use, occupation or maintenance of that property, violates any law or governmental regulation, then I agree to correct such violation within ninety (90) days.

NOTICE

11) You may give any written notices regarding the Note and this Mortgage to me by personal delivery or by ordinary mail at the address shown above for the property being mortgaged.

OWNERSHIP

12) I represent and warrant that I own the property covered by this Mortgage.

PAYMENTS BY YOU

13) If I do not pay all taxes, assessments, insurance premiums, costs to protect the value of the property, maintenance and any other payments that I am to make under this agreement, you may pay those charges, although you don't have to. If you do pay them I will repay you promptly at your request with interest at the rate specified in the Note and such sum shall be added to the amount I owe you.
14) You may require that the entire balance of my debt to you be paid immediately if I fail to keep any of the promises I made in the Note and this Mortgage.

ENTIRE BALANCE DUE

15) You require that the entire balance of my debt to you to be paid immediately upon my sale or transfer of ownership of the property that is the subject of this Mortgage.

ENFORCEMENT OF YOUR RIGHTS

16) If you do not exercise or enforce any of your rights under this Mortgage, the Note, or under the law, you will still have all of those rights and you may exercise and enforce them in the future. Each of your rights under the Note and this Mortgage is separate. You may exercise and enforce one or more of those rights as well as any of your rights under the law one at a time or all at once.

ACKNOWLEDGEMENT OF COPY

17) I ACKNOWLEDGE THAT I HAVE RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHARGE.

LIEN

18) Mortgagor will receive the advances secured by this Mortgage and will hold the right to receive the advances as a trust fund. The advances will be applied first for the purpose of paying the cost of improvement. Mortgagor will apply the advances first to the payment to the cost of improvement before using any part of the total of the advances for any other purpose.

The Mortgagor has signed this Mortgage as of the date at the top of the first page.

WITNESS

MORTGAGOR(S)

Lyda M. Barrios

Harvey Barrios

STATE OF NEW JERSEY)
COUNTY OF BERGEN)

On the 10 day of September, 2010, before me personally came Lyda & Harvey Barrios, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they have executed the same.
Signed, sealed and delivered this document as his or her act and deed.

JOSEPH FERNANDEZ
Notary Public of New Jersey
My Commission Expires 04/27/2014

Page 4 of 4
MORTGAGE

Lyda M. Barrios & Harvey Barrios, wife & husband

TO

HOME IMPROVEMENT PROGRAM
OF THE COUNTY OF BERGEN
A BODY POLITIC AND CORPORATE
OF THE STATE OF NEW JERSEY

DATED: 9/10/10

RECORD AND RETURN TO:

Bergen County Home Improvement Program
1 Bergen County Plaza – 4th Floor
Hackensack, NJ 07601
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**Document Type:** Collect - Mortgages  
**Transaction #:** 7196886  
**Document Page Count:** 5  
**Operator Id:** CLERK

**RETURN TO:**  
BERGEN COUNTY HOME IMPROVEMENT PROGRAM  
ONE BERGEN COUNTY PLAZA- 4TH FLOOR  
ATTN: BARBARA RUZANSKI  
HACKENSACK NJ 07601

**SUBMITTED BY:**  
BERGEN COUNTY HOME IMPROVEMENT PROGRAM

**PRIMARY NAME**  
NACKI FEARON

**SECONDARY NAME**  
BERGEN COUNTY HOME IMPROVEMENT PROGRAM

**ASSOCIATED DOCUMENT(S):**

**MUNICIPALITY:** HACKENSACK

**FEES / TAXES:**  
- Recording: $73.00  
- Total: $73.00

**INSTRUMENT #: 16-055224**  
**Recorded Date:** 07/28/2016 09:23:26 AM

I hereby CERTIFY that this document is recorded in the Clerk’s Office in Bergen County, New Jersey.

John S. Hogan  
Bergen County Clerk

---

**OFFICIAL RECORDING COVER PAGE**

**PLEASE DO NOT DETACH**  
**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

**NOTE:** If document data differs from cover sheet, document data always supersedes.  
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.*
MORTGAGE

This is a real property mortgage given on 1/8/16,

By: Nacki Fearon
73 Vanderbeck Pl, Hackensack NJ 07601
Owner(s)
Address:

to County of Bergen Home Improvement Program, 1 Bergen County Plaza, 4th Floor
Hackensack, New Jersey 07601-7000, mortgagee, to secure a loan in the sum of
$12,500.00 and covering property located in the County of Bergen, State of New Jersey
commonly known as: 73 Vanderbeck Pl, Hackensack NJ 07601
Also known as Block 435, Lot 45, on the tax map of the Municipality of Hackensack
Being the same premises conveyed to Mortgagor named herein by Deed
from Nathapan Indhusmit & Sasiros Indhusmit/h/w, dated October 10, 2014, and recorded
in the Bergen County Clerk's Office on December 5, 2014, Book of Deeds, Book V-01807,
Page 1291-1295.

EXPLANATION OF WORDS USED IN THIS DOCUMENT

(A) Mortgage - This document will be called the Mortgage.
(B) I, ME, MINE and MY - These words refer to each and all of those who sign this Mortgage.
(C) YOU and YOUR - These words refer to County of Bergen Home Improvement Program,
having its principal place of business at 1 Bergen County Plaza, 4th Floor, Hackensack, New Jersey
07601-7000, and any future holder of this Mortgage.
(D) NOTE - This refers to a separate document I signed this day by which I acknowledge that I
have borrowed the sum of $12,500.00, and agree to repay it with three (3%) percent
interest to you.

GIVING OF MORTGAGE AND ITS EFFECT
On this date, because you loaned me the money for which I gave you the Note, I mortgage to you
the Property described in Paragraph 1 below. By this I mean the following:

A) I give the rights in the property which the law gives to holders of mortgages.
B) I agree to keep all the promises which I make in the Note and in this Mortgage.

Prepared by: 
Barbara Ruzanski, for B.C. HIP

(Signature)
If I fail to pay the money I owe you or to keep the other promises made in the Note and in this Mortgage, then you can foreclose this Mortgage. Foreclosure may result in the property being sold to a buyer who will have the right to remove me from the property. The proceeds of the sale may be applied to pay the cost and expenses of the foreclosure action, as well as to pay the money I owe you under the Note and this Mortgage. If the proceeds are not enough to pay these amounts, then you may get a personal judgment against me for the difference.

PROPERTY UNDER MORTGAGE

1) The property I mortgage is a certain piece of land, located and being in the County of Bergen, State of New Jersey:

Also known as Block 435, Lot 45, on the tax map of the Municipality of Hackensack.

The property also includes all my rights in the property and my rights and privileges, if any, to all land, water, streets and roads next to, and on all sides of the property.

The property also includes anything which is now attached to or which will in the future be so attached or which will be built upon the property including but not limited to a building or house.

2) I give you the right to any money which may be necessary to repay the amount I owe you, if any government agency or anyone else authorized by law takes the property or any part of it, which proceeds are included in the property under this Mortgage.

PROMISE TO PAY NOTE

3) I promise to pay you or anyone you name all the amounts specified in the Note.

FIRE INSURANCE

4) For your benefit, I will keep the property insured against loss by fire after such time as any structure has been erected. At your request I will deliver and assign any policy to you and I will not buy any new policy without telling you about it. If I fail to pay the premium for this insurance, within ten (10) days after you ask me, you may do so; I agree to then repay such premium to you when you ask for repayment. I will insure the property for at least an amount equal to the outstanding balance of the Note, and shall name County of Bergen Home Improvement Program as an insured for an amount equivalent to, and to the extent of, the outstanding balance of the Note. County of Bergen Home Improvement Program shall be entitled to such a portion of the insurance proceeds to satisfy any balance of principal and interest to County of Bergen Home Improvement Program under the provisions of the Note that this Mortgage is securing.

FLOOD INSURANCE

5) The federal government has designated certain areas as Special Flood Hazard Areas. If all or part of my property is in a Special Flood Hazard Area, I will be required to keep flood insurance on the property. For your benefit, I will keep the property insured against loss by flood after such time as any structure has been erected. At your request I will deliver and assign any policy to you and I will not buy any new policy without telling you about it. If I fail to pay the premium for this
insurance, within ten (10) days after you ask me, you may do so; I agree to then repay such premium to you when you ask for repayment. I will insure the property for at least an amount equal to the outstanding balance of the Note, and shall name County of Bergen Home Improvement Program as an insured for an amount equivalent to, and to the extent of, the outstanding balance of the Note. County of Bergen Home Improvement Program shall be entitled to such a portion of the insurance proceeds to satisfy any balance of principal and interest to County of Bergen Home Improvement Program under the provisions of the Note which this Mortgage is securing.

**PRESERVING PROPERTY**

6) I will keep the property in good repair. I will not damage, destroy or substantially change the property. This is a material provision of this Mortgage; I understand that County of Bergen Home Improvement considers this provision of utmost importance. will not allow the property to deteriorate.

**RIGHT TO INSPECT THE PROPERTY**

7) During the period this mortgage is in effect, you have the right to enter and inspect the property and the buildings thereon, upon reasonable notice at any reasonable time.

**PAYMENT OF TAXES AND OTHER CHARGES**

8) I will pay when due all taxes, and assessments that are assessed against the property. I will show you receipts for payments of such charges within ten (10) days after you request them.

**WRITTEN STATEMENT OF AMOUNT DUE**

9) In the event of any disagreement between you and me, upon your request, I will give you a written and signed statement of the amount that I owe you on the Note and this Mortgage and whether or not I have rights or claims to reduce or not pay the amount you say I owe.

**VIOLATIONS AFFECTING PROPERTY**

10) If I receive notice from you or any governmental body that the property, or my use, occupation or maintenance of that property, violates any law or governmental regulation, then I agree to correct such violation within ninety (90) days.

**NOTICE**

11) You may give any written notices regarding the Note and this Mortgage to me by personal delivery or by ordinary mail at the address shown above for the property being mortgaged.

**OWNERSHIP**

12) I represent and warrant that I own the property covered by this Mortgage.

**PAYMENTS BY YOU**

13) If I do not pay all taxes, assessments, insurance premiums, costs to protect the value of the property, maintenance and any other payments that I am to make under this agreement, you may pay those charges, although you don't have to. If you do pay them I will repay you promptly at your request with interest at the rate specified in the Note and such sum shall be added to the
YOUR RIGHT TO REQUIRE PAYMENT OF ENTIRE BALANCE DUE

14) You may require that the entire balance of my debt to you be paid immediately if I fail to keep any of the promises I made in the Note and this Mortgage.

ENTIRE BALANCE DUE

15) You require that the entire balance of my debt to you to be paid immediately upon my sale or transfer of ownership of the property that is the subject of this Mortgage.

ENFORCEMENT OF YOUR RIGHTS

16) If you do not exercise or enforce any of your rights under this Mortgage, the Note, or under the law, you will still have all of those rights and you may exercise and enforce them in the future. Each of your rights under the Note and this Mortgage is separate. You may exercise and enforce one or more of those rights as well as any of your rights under the law one at a time or all at once.

ACKNOWLEDGEMENT OF COPY

17) I ACKNOWLEDGE THAT I HAVE RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHARGE.

LIEN

18) Mortgagor will receive the advances secured by this Mortgage and will hold the right to receive the advances as a trust fund. The advances will be applied first for the purpose of paying the cost of improvement. Mortgagor will apply the advances first to the payment to the cost of improvement before using any part of the total of the advances for any other purpose.

The Mortgagor has signed this Mortgage as of the date at the top of the first page.

WITNESS

MORTGAGOR(S)

Nacki Fearon

STATE OF NEW JERSEY)
COUNTY OF BERGEN)

On the ___ day of JANUARY, 20__, before me personally came Nacki Fearon, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that executed he has the same.
Signed, sealed and delivered this document as his or her act and deed.

JOSEPH FERNANDEZ
ID # 2224481
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires April 27, 2019

Page 4 of 4
MORTGAGE

Nacki Fearon

TO

HOME IMPROVEMENT PROGRAM
OF THE COUNTY OF BERGEN
A BODY POLITIC AND CORPORATE
OF THE STATE OF NEW JERSEY

DATED: __/__/16

RECORD AND RETURN TO:

Bergen County Home Improvement Program
1 Bergen County Plaza – 4th Floor
Hackensack, NJ 07601
MORTGAGE

This is a real property mortgage given on 12/30/2013,

By: Jeanette E. Urrego

83 Linden St, Hackensack NJ 07601

Owner(s) Address:

to County of Bergen Home Improvement Program, 1 Bergen County Plaza, 4th Floor

Hackensack, New Jersey 07601 - 7000, mortgagee, to secure a loan in the sum of

$21,300.00 and covering property located in the County of Bergen, State of New Jersey

commonly known as: 83 Linden St, Hackensack NJ 07601

Also known as Block 429, Lot 24, on the tax map of the Municipality of Hackensack

Being the same premises conveyed to Mortgagor named herein by Deed

from Edward Coronado, Luz marina Urrego, Carlos Urrego & Javier Urrego dated

December 3, 2001, and recorded in the Bergen County Clerk's Office on December 11, 2001,


EXPLANATION OF WORDS USED IN THIS DOCUMENT

(A) Mortgage - This document will be called the Mortgage.

(B) I, ME, MINE and MY - These words refer to each and all of those who sign this Mortgage.

(C) YOU and YOUR - These words refer to County of Bergen Home Improvement Program,

having its principal place of business at 1 Bergen County Plaza, 4th Floor, Hackensack, New Jersey

07601 - 7000, and any future holder of this Mortgage.

(D) NOTE - This refers to a separate document I signed this day by which I acknowledge that I

have borrowed the sum of $21,300.00, and agree to repay it with three (3%) percent

interest to you.

GIVING OF MORTGAGE AND ITS EFFECT

On this date, because you loaned me the money for which I gave you the Note, I mortgage to you

the Property described in Paragraph 1 below. By this I mean the following:

A) I give the rights in the property which the law gives to holders of mortgages.

B) I agree to keep all the promises which I make in the Note and in this Mortgage.

Prepared by:

Barbara Ruzanski, for B.C. HIP

(Signature)
If I fail to pay the money I owe you or to keep the other promises made in the Note and in this Mortgage, then you can foreclose this Mortgage. Foreclosure may result in the property being sold to a buyer who will have the right to remove me from the property. The proceeds of the sale may be applied to pay the cost and expenses of the foreclosure action, as well as to pay the money I owe you under the Note and this Mortgage. If the proceeds are not enough to pay these amounts, then you may get a personal judgment against me for the difference.

PROPERTY UNDER MORTGAGE

1) The property I mortgage is a certain piece of land, located and being in the County of Bergen, State of New Jersey:

   Also known as Block 429, Lot 10, on the tax map of the Municipality of Hackensack.

   The property also includes all my rights in the property and my rights and privileges, if any, to all land, water, streets and roads next to, and on all sides of the property.

   The property also includes anything which is now attached to or which will in the future be so attached or which will be built upon the property including but not limited to a building or house.

2) I give you the right to any money which may be necessary to repay the amount I owe you, if any government agency or anyone else authorized by law takes the property or any part of it, which proceeds are included in the property under this Mortgage.

PROMISE TO PAY NOTE

3) I promise to pay you or anyone you name all the amounts specified in the Note.

FIRE INSURANCE

4) For your benefit, I will keep the property insured against loss by fire after such time as any structure has been erected. At your request I will deliver and assign any policy to you and I will not buy any new policy without telling you about it. If I fail to pay the premium for this insurance, within ten (10) days after you ask me, you may do so; I agree to then repay such premium to you when you ask for repayment. I will insure the property for at least an amount equal to the outstanding balance of the Note, and shall name County of Bergen Home Improvement Program as an insured for an amount equivalent to, and to the extent of, the outstanding balance of the Note. County of Bergen Home Improvement Program shall be entitled to such a portion of the insurance proceeds to satisfy any balance of principal and interest to County of Bergen Home Improvement Program under the provisions of the Note that this Mortgage is securing.

FLOOD INSURANCE

5) The federal government has designated certain areas as Special Flood Hazard Areas. If all or part of my property is in a Special Flood Hazard Area, I will be required to keep flood insurance on the property. For your benefit, I will keep the property insured against loss by flood after such time as any structure has been erected. At your request I will deliver and assign any policy to you and I will not buy any new policy without telling you about it. If I fail to pay the premium for this insurance, within ten (10) days after you ask me, you may do so; I agree to then repay such
premium to you when you ask for repayment. I will insure the property for at least an amount equal to the outstanding balance of the Note, and shall name County of Bergen Home Improvement Program as an insured for an amount equivalent to, and to the extent of, the outstanding balance of the Note. County of Bergen Home Improvement Program shall be entitled to such a portion of the insurance proceeds to satisfy any balance of principal and interest to County of Bergen Home Improvement Program under the provisions of the Note which this Mortgage is securing.

PRESERVING PROPERTY

6) I will keep the property in good repair. I will not damage, destroy or substantially change the property. This is a material provision of this Mortgage; I understand that County of Bergen Home Improvement considers this provision of utmost importance. will not allow the property to deteriorate.

RIGHT TO INSPECT THE PROPERTY

7) During the period this mortgage is in effect, you have the right to enter and inspect the property and the buildings thereon, upon reasonable notice at any reasonable time.

PAYMENT OF TAXES AND OTHER CHARGES

8) I will pay when due all taxes, and assessments that are assessed against the property. I will show you receipts for payments of such charges within ten (10) days after you request them.

WRITTEN STATEMENT OF AMOUNT DUE

9) In the event of any disagreement between you and me, upon your request, I will give you a written and signed statement of the amount that I owe you on the Note and this Mortgage and whether or not I have rights or claims to reduce or not pay the amount you say I owe.

VIOLATIONS AFFECTING PROPERTY

10) If I receive notice from you or any governmental body that the property, or my use, occupation or maintenance of that property, violates any law or governmental regulation, then I agree to correct such violation within ninety (90) days.

NOTICE

11) You may give any written notices regarding the Note and this Mortgage to me by personal delivery or by ordinary mail at the address shown above for the property being mortgaged.

OWNERSHIP

12) I represent and warrant that I own the property covered by this Mortgage.

PAYMENTS BY YOU

13) If I do not pay all taxes, assessments, insurance premiums, costs to protect the value of the property, maintenance and any other payments that I am to make under this agreement, you may pay those charges, although you don't have to. If you do pay them I will repay you promptly at your request with interest at the rate specified in the Note and such sum shall be added to the amount I owe you.
YOUR RIGHT TO REQUIRE PAYMENT OF ENTIRE BALANCE DUE

14) You may require that the entire balance of my debt to you be paid immediately if I fail to keep any of the promises I made in the Note and this Mortgage.

ENTIRE BALANCE DUE

15) You require that the entire balance of my debt to you be paid immediately upon my sale or transfer of ownership of the property that is the subject of this Mortgage.

ENFORCEMENT OF YOUR RIGHTS

16) If you do not exercise or enforce any of your rights under this Mortgage, the Note, or under the law, you will still have all of those rights and you may exercise and enforce them in the future. Each of your rights under the Note and this Mortgage is separate. You may exercise and enforce one or more of those rights as well as any of your rights under the law one at a time or all at once.

ACKNOWLEDGEMENT OF COPY

17) I ACKNOWLEDGE THAT I HAVE RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHARGE.

LIEN

18) Mortgagor will receive the advances secured by this Mortgage and will hold the right to receive the advances as a trust fund. The advances will be applied first for the purpose of paying the cost of improvement. Mortgagor will apply the advances first to the payment to the cost of improvement before using any part of the total of the advances for any other purpose.

The Mortgagor has signed this Mortgage as of the date at the top of the first page.

WITNESS

MORTGAGOR(S)

Jeanette E. Urrego

STATE OF NEW JERSEY)
COUNTY OF BERGEN)

On the 20 day of Dec, 2013, before me personally came Jeanette E. Urrego, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that she has executed the same.

Signed, sealed and delivered this document as his or her act and deed.

PETER J DIKTA
NOTARY PUBLIC
STATE OF NEW JERSEY

Page 4 of 4
MORTGAGE

Jeanette E. Urrego

TO

HOME IMPROVEMENT PROGRAM
OF THE COUNTY OF BERGEN
A BODY POLITIC AND CORPORATE
OF THE STATE OF NEW JERSEY

DATED: 12/20/13

RECORD AND RETURN TO:

Bergen County Home Improvement Program
1 Bergen County Plaza – 4th Floor
Hackensack, NJ 07601
83 Linden St $21,300.00 SF Final Payment: 4/30/14
Roof, gutters/leaders

79 Campbell Ave Dropped Out

70 Cedar St $25,000.00 2F Final Payment 12/16/10
Smoke & CO detectors, roof, gutters/leaders
garage door, windows, front door

135 Ricardo Pl $17,725.00 SF Final Payment 4/28/16
Plot survey, steps w/railings, replacement windows

73 Vanderbeck Pl $12,500.00 SF Final Payment 3/30/16
Plot survey, front door, stump removal, front porch
Smoke & CO detectors
### Official Recording Cover Page

**PLEASE DO NOT DETACH**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

- **NOTE:** If document data differs from cover sheet, document data always supersedes.
- **COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

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**INSTRUMENT # 16-055226**

**V 02326 0860**

**RECORDED DATE:** 07/28/2016 09:25:52 AM

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**RETURN TO:**

BERGEN COUNTY HOME IMPROVEMENT PROGRAM
ONE BERGEN COUNTY PLAZA, 4TH FLOOR
ATTN: BARBARA RUZANSKI
HACKENSACK, NJ 07601

**SUBMITTED BY:**

BERGEN COUNTY HOME IMPROVEMENT PROGRAM

---

**PRIMARY NAME**

DAWN WILKES

**SECONDARY NAME**

BERGEN COUNTY HOME IMPROVEMENT PROGRAM

---

**MUNICIPALITY:** HACKENSACK

**FEES / TAXES:**

- Recording: $73.00
- Total: $73.00

---

**INSTRUMENT #: 16-055226**

**Recorded Date:** 07/28/2016 09:25:52 AM

I hereby CERTIFY that this document is recorded in the Clerk’s Office of Bergen County, New Jersey.

---

**John S. Hogan**

Bergen County Clerk
This is a real property mortgage given on 12/11/2015,

By:  Dawn Wilkes  
135 Ricardo Pl, Hackensack NJ 07601  

Owner(s)  
Address:

to County of Bergen Home Improvement Program, 1 Bergen County Plaza, 4th Floor Hackensack, New Jersey 07601 - 7000, mortgagee, to secure a loan in the sum of $17,725.00 and covering property located in the County of Bergen, State of New Jersey commonly known as: 135 Ricardo Pl, Hackensack NJ 07601  
Also known as Block 222.01, Lot 22, on the tax map of the Municipality of Hackensack.  

EXPLANATION OF WORDS USED IN THIS DOCUMENT

(A) Mortgage - This document will be called the Mortgage.
(B) I, ME, MINE and MY - These words refer to each and all of those who sign this Mortgage.
(C) YOU and YOUR - These words refer to County of Bergen Home Improvement Program, having its principal place of business at 1 Bergen County Plaza, 4th Floor, Hackensack, New Jersey 07601 - 7000, and any future holder of this Mortgage.
(D) NOTE - This refers to a separate document I signed this day by which I acknowledge that I have borrowed the sum of $17,725.00, and agree to repay it with three (3%) percent interest to you.

GIVING OF MORTGAGE AND ITS EFFECT

On this date, because you loaned me the money for which I gave you the Note, I mortgage to you the Property described in Paragraph 1 below. By this I mean the following:

A) I give the rights in the property which the law gives to holders of mortgages.
B) I agree to keep all the promises which I make in the Note and in this Mortgage.

Prepared by:  

Barbara Ruzanski, for B.C. HIP  

(Signature)
If I fail to pay the money I owe you or to keep the other promises made in the Note and in this Mortgage, then you can foreclose this Mortgage. Foreclosure may result in the property being sold to a buyer who will have the right to remove me from the property. The proceeds of the sale may be applied to pay the cost and expenses of the foreclosure action, as well as to pay the money I owe you under the Note and this Mortgage. If the proceeds are not enough to pay these amounts, then you may get a personal judgment against me for the difference.

PROPERTY UNDER MORTGAGE

1) The property I mortgage is a certain piece of land, located and being in the County of Bergen, State of New Jersey:

Also known as Block **222.01**, Lot **22**, on the tax map of the Municipality of **Hackensack**

The property also includes all my rights in the property and my rights and privileges, if any, to all land, water, streets and roads next to, and on all sides of the property.

The property also includes anything which is now attached to or which will in the future be so attached or which will be built upon the property including but not limited to a building or house.

2) I give you the right to any money which may be necessary to repay the amount I owe you, if any government agency or anyone else authorized by law takes the property or any part of it, which proceeds are included in the property under this Mortgage.

PROMISE TO PAY NOTE

3) I promise to pay you or anyone you name all the amounts specified in the Note.

FIRE INSURANCE

4) For your benefit, I will keep the property insured against loss by fire after such time as any structure has been erected. At your request I will deliver and assign any policy to you and I will not buy any new policy without telling you about it. If I fail to pay the premium for this insurance, within ten (10) days after you ask me, you may do so; I agree to then repay such premium to you when you ask for repayment. I will insure the property for at least an amount equal to the outstanding balance of the Note, and shall name County of Bergen Home Improvement Program as an insured for an amount equivalent to, and to the extent of, the outstanding balance of the Note. County of Bergen Home Improvement Program shall be entitled to such a portion of the insurance proceeds to satisfy any balance of principal and interest to County of Bergen Home Improvement Program under the provisions of the Note that this Mortgage is securing.

FLOOD INSURANCE

5) The federal government has designated certain areas as Special Flood Hazard Areas. If all or part of my property is in a Special Flood Hazard Area, I will be required to keep flood insurance on the property. For your benefit, I will keep the property insured against loss by flood after such time as any structure has been erected. At your request I will deliver and assign any policy to you and I will not buy any new policy without telling you about it. If I fail to pay the premium for this insurance, within ten (10) days after you ask me, you may do so; I agree to then repay such
premium to you when you ask for repayment. I will insure the property for at least an amount equal to the outstanding balance of the Note, and shall name County of Bergen Home Improvement Program as an insured for an amount equivalent to, and to the extent of, the outstanding balance of the Note. County of Bergen Home Improvement Program shall be entitled to such a portion of the insurance proceeds to satisfy any balance of principal and interest to County of Bergen Home Improvement Program under the provisions of the Note which this Mortgage is securing.

PRESERVING PROPERTY

6) I will keep the property in good repair. I will not damage, destroy or substantially change the property. This is a material provision of this Mortgage; I understand that County of Bergen Home Improvement considers this provision of utmost importance, will not allow the property to deteriorate.

RIGHT TO INSPECT THE PROPERTY

7) During the period this mortgage is in effect, you have the right to enter and inspect the property and the buildings thereon, upon reasonable notice at any reasonable time.

PAYMENT OF TAXES AND OTHER CHARGES

8) I will pay when due all taxes, and assessments that are assessed against the property. I will show you receipts for payments of such charges within ten (10) days after you request them.

WRITTEN STATEMENT OF AMOUNT DUE

9) In the event of any disagreement between you and me, upon your request, I will give you a written and signed statement of the amount that I owe you on the Note and this Mortgage and whether or not I have rights or claims to reduce or not pay the amount you say I owe.

VIOLATIONS AFFECTING PROPERTY

10) If I receive notice from you or any governmental body that the property, or my use, occupation or maintenance of that property, violates any law or governmental regulation, then I agree to correct such violation within ninety (90) days.

NOTICE

11) You may give any written notices regarding the Note and this Mortgage to me by personal delivery or by ordinary mail at the address shown above for the property being mortgaged.

OWNERSHIP

12) I represent and warrant that I own the property covered by this Mortgage.

PAYMENTS BY YOU

13) If I do not pay all taxes, assessments, insurance premiums, costs to protect the value of the property, maintenance and any other payments that I am to make under this agreement, you may pay those charges, although you don't have to. If you do pay them I will repay you promptly at your request with interest at the rate specified in the Note and such sum shall be added to the amount I owe you.
YOUR RIGHT TO REQUIRE PAYMENT OF ENTIRE BALANCE DUE

14) You may require that the entire balance of my debt to you be paid immediately if I fail to keep any of the promises I made in the Note and this Mortgage.

ENTIRE BALANCE DUE

15) You require that the entire balance of my debt to you be paid immediately upon my sale or transfer of ownership of the property that is the subject of this Mortgage.

ENFORCEMENT OF YOUR RIGHTS

16) If you do not exercise or enforce any of your rights under this Mortgage, the Note, or under the law, you will still have all of those rights and you may exercise and enforce them in the future. Each of your rights under the Note and this Mortgage is separate. You may exercise and enforce one or more of those rights as well as any of your rights under the law one at a time or all at once.

ACKNOWLEDGEMENT OF COPY

17) I ACKNOWLEDGE THAT I HAVE RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHARGE.

LIEN

18) Mortgagor will receive the advances secured by this Mortgage and will hold the right to receive the advances as a trust fund. The advances will be applied first for the purpose of paying the cost of improvement. Mortgagor will apply the advances first to the payment to the cost of improvement before using any part of the total of the advances for any other purpose.

The Mortgagor has signed this Mortgage as of the date at the top of the first page.

WITNESS

MORTGAGOR(S)

Dawn Wilkes

STATE OF NEW JERSEY)
COUNTY OF BERGEN)

On the ___ day of Dec., 2015, before me personally came Dawn Wilkes, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that she has executed the same.

Signed, sealed and delivered by him, this document as his or her act and deed.
MORTGAGE

Dawn Wilkes

TO

HOME IMPROVEMENT PROGRAM
OF THE COUNTY OF BERGEN
A BODY POLITIC AND CORPORATE
OF THE STATE OF NEW JERSEY

DATED: 12/11/15

RECORD AND RETURN TO:

Bergen County Home Improvement Program
1 Bergen County Plaza – 4th Floor
Hackensack, NJ 07601
APPENDIX P.1.
CREDITING DOCUMENTATION FOR EXISTING FOR-SALE UNITS
MASTER DEED

FOR

CLINTON TERRACE, A CONDOMINIUM
Hackensack, New Jersey

PREPARED BY: Terrence J. Corriston, Esq.

RECORD AND RETURN TO:

BRESLIN AND BRESLIN, P.A.
41 Main Street
Hackensack, NJ 07601
MASTER DEED

FOR

CLINTON TERRACE, A CONDOMINIUM

THIS MASTER DEED, made this ___ day of ______, 1995, by the HOUSING DEVELOPMENT CORPORATION OF BERGEN COUNTY, a non-profit corporation of the State of New Jersey, having its principal office at 21 Main Street, Room 307W, Hackensack, New Jersey 07601, hereinafter referred to as "Sponsor".

WHEREAS, Sponsor is the owner of the fee simple title to those lands and premises described in Exhibit A attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the "Property," located on the northerly side of Clinton Place in the City of Hackensack, Bergen County, New Jersey (Tax Block 436, Lots 7, 8 and 9); and

WHEREAS, Sponsor intends to construct twenty-four (24) dwelling units together with certain other improvements on the property, as more particularly shown on those certain outline survey, site plan and topographic plan of the land and premises attached hereto and made a part hereof as Exhibits B, C1, C2 and D, respectively, and

WHEREAS, the Sponsor has established the Clinton Terrace Condominium Association, Inc., a New Jersey nonprofit corporation, for the administration, operation and management of Clinton
Terrace, a Condominium and other improvements intended for the common use and enjoyment of the residents of the Property;

THEREFORE, WITNESSETH:

1. ESTABLISHMENT OF CONDOMINIUM - The Sponsor does hereby submit, declare and establish "Clinton Terrace, a Condominium" in accordance with R.S. 46:8B et seq., for that parcel of land described on Exhibit A aforesaid and as more particularly shown on Exhibit B.

2. DEFINITIONS - For the purpose hereof, the following terms shall have the following meanings unless the context in which same is utilized clearly indicates otherwise:

   (a) "Condominium" shall mean (i) that parcel of land described in Exhibit A aforesaid; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands, whether or not shown on any exhibit hereto attached; and (iii) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; and (iv) the entire entity created by the execution and recording of this Master Deed.

   (b) "Unit" shall mean a part of the Condominium designated and intended for independent use as a residential dwelling, and shall not be deemed to mean any part of the General Common Elements or Limited Common Elements situated within or appurtenant to a Unit, as more specifically hereinafter described in Paragraph 4 hereof.
(c) "Common Elements" shall have the same meaning as "common elements" pursuant to R.S. 46:8B-3(d), except as same may be modified by the provisions of Paragraph 5 hereof.

(d) "Common Expenses" shall, subject to the provisions of Paragraph 6 hereof, mean all those expenses anticipated by R.S. 46:8B-3, in addition to all expenses incurred by the Association, or their officers, agents or employees, in the lawful performance of their respective duties.

(e) "Property" shall mean the buildings, the land described in Exhibits A, B, C1, C2 and D and all improvements now or hereinafter constructed in, upon, over or through such lands.

(f) "Association" shall mean the Clinton Terrace Condominium Association, Inc., a New Jersey nonprofit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the General Common Elements and Limited Common Elements of the Condominium.

(g) "Articles of Incorporation" shall mean the Articles of Incorporation of Clinton Terrace Condominium Association, Inc., attached hereto as Exhibit E.

(h) "By-Laws" shall mean the By-Laws of Clinton Terrace Condominium Association, Inc., attached hereto as Exhibit F.

(i) "Building" shall mean any building containing a unit and/or any other enclosed structure constructed or hereafter
constructed upon the lands described in Exhibit A and shown on Exhibits B, C1 and C2 and D.

(j) "Sponsor" shall refer to Housing Development Corporation of Bergen County, a non-profit corporation of the State of New Jersey, its successors and assigns.

(k) "Limited Common Elements" shall mean those common elements, if any, reserved for the exclusive use of the owner of a particular Unit, as an appurtenance thereto, as specifically defined in N.J.S.A. 46:8B-3K, including any deck, porch, driveway, crawl space, attic space or storage shed (if any of same may exist) attributable to and associated with said unit.

Unless the context clearly indicates otherwise, all definitions set forth in R.S. 46:8B-3 are incorporated herein by reference and the definitions set forth above shall be used in conjunction therewith.

3. GENERAL DESCRIPTION OF CONDOMINIUM
The Condominium will consist of two (2) attached buildings containing twenty-four (24) Units as shown on Exhibits B, C1, C2 and D and includes all rights and appurtenances thereto belonging or appertaining. The units shall be designated as indicated on said exhibits.

4. DESCRIPTION OF UNITS - The dimensions, area and location of the buildings and all of the aforesaid Units within the Condominium are as shown graphically on Exhibits B, C1, C2 and D, as same may be amended from time to time as herein provided. Each
Unit is intended to contain all space within the area bounded by the interior surface of the exterior perimeter and party walls of each Unit and the floors and ceilings of each Unit as follows: BOTTOM: The bottom is an imaginary horizontal plane through the lowest point of the exterior surface of each portion of subfloor within the Unit, and extending in every direction to the point where it closes with a side of such Unit. TOP: The top of each Unit is an imaginary plane along and coincident with the unfinished and unexposed surface of the gypsum board or other material which forms the uppermost ceiling of the Unit and extending in every direction to the point where it closes with every side of such Unit. SIDES: The sides of each Unit are imaginary vertical planes along and coincident with the innermost surface of the studding of the perimeter walls. Where no wall exists, the side is an imaginary vertical plane along and coincident with the exterior surface of the windows or doors located on the perimeter of such Unit. The sides of each such Unit are bounded by the bottom and top of the Unit.

Each Unit also includes, to the extent that same shall exist, all built-in appliances, cabinets, fixtures, doors, windows, interior walls and partitions, gypsum board and/or other facing material on the walls and ceilings thereof, chimneys and flues, the inner decorated and/or finished surface of the floors (including but not limited to all flooring tile, ceramic tile, finished flooring, carpeting and padding, if existing) and all other improvements located within such Unit described, or which are
exclusively appurtenant to such Units, although all or part thereof may not be located within the Unit, and shall include, but not be limited to, the following individual appurtenances:

(a) Complete heating system;
(b) Hot water heater;
(c) So much of the plumbing system as extends into the unit and associated limited common elements, if any;
(d) All electrical conduit and wires downstream of meter, and all fixtures, switches, outlets, circuit breakers, panel box and other electrical components located within or servicing the unit.
(e) All common utility meters now owned by the public utility supplying service; and
(f) Any master antenna and cable television wiring which extends into the interior air space of the unit.

5. DESCRIPTION OF GENERAL AND LIMITED COMMON ELEMENTS.

(A) General Common Elements

All appurtenances and facilities and other items which are not part of the Units hereinbefore described in Paragraph 4 or of the Limited Common Elements shall comprise the Common Elements as graphically shown on Exhibits C1 and C2. The Common Elements shall also include by way of description but not by way of limitation:

(i) All lands shown on Exhibits B and C1 and C2 whether improved or unimproved; and
(ii) All curbs and sidewalks, subject to the easements and provisions set forth in Paragraph 9 hereof; and

(iii) (This Subparagraph intentionally omitted.)

(iv) Lawn areas, shrubbery, conduits and utility lines subject to the easements and provisions set forth in Paragraph 9 hereof; and

(v) Public connection and meters for gas, electricity, telephone and water not owned by the public utility or other agencies providing such services; and

(vi) The foundations, columns, girders, beams, exterior or interior bearing or main walls and floors between Units, if any; and

(vii) Exterior lighting and other facilities necessary to the upkeep and safety of the Buildings and grounds; and

(viii) Any easements or other rights which may now or hereafter be granted for the benefit of the Unit Owners(s) or others for access to or use of the Common Elements not included within the Condominium or for any other purpose; and

(ix) All tangible personal property required for the operation, maintenance and administration of the Condominium which may be owned by the Association; and

(x) All other elements of any improvement necessary or convenient to the existence, management, operation, maintenance and safety of the Condominium or normally in common use.

(b) Limited Common Elements
It is not contemplated that there shall be any limited common elements within the condominium.

Each owner's right to use any Limited Common Elements may not be transferred apart from the conveyance of title to the Unit. The Association shall have the power to adopt such rules and regulations pertaining to the use of any Limited Common Elements as may be required for the mutual benefit of all Unit Owners.

6. ESTATE ACQUIRED: INTEREST IN COMMON ELEMENTS: INTEREST IN COMMON SURPLUS: VOTING: COMMON EXPENSES. The owner of each unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple; and shall acquire as an appurtenance thereto an undivided percentage interest in the Common Elements and Limited Common Elements of the Condominium (if any), as set forth in Exhibit G annexed hereto and herein incorporated, which shall not be divisible from the Unit to which it appertains.

The aforesaid percentage interest shall be used to allocate the division of proceeds, if any, resulting from casualty loss, any eminent domain proceedings, any common surplus of the Association, or from any other disposition of the Condominium property.

Assessments for Common Expenses shall be apportioned among the Units within the Condominium, based on the percentage interest of the Common Elements ascribed to each unit in accordance with Exhibit G annexed hereto. Each unit owner shall be a member
of the Association, and shall be entitled to vote as set forth in the By-Laws of the Association.

7. COMMON EXPENSE ASSESSMENTS: LIST OF ASSESSMENTS:
NOTICE OF ASSESSMENTS: CERTIFICATE AS TO PAYMENT: LIENS FOR ASSESSMENTS. - It shall be an affirmative and perpetual obligation of the Association to fix Common Expense assessments in an amount at least sufficient to maintain the exterior of the aforesaid Building and to maintain and operate the other Common Elements, and to maintain adequate replacement reserves. Insurance premiums shall be paid from common expense assessments.

Annual Assessments shall be made for the period extending from April 1, through the next succeeding March 31 and shall be payable monthly due on the 1st day of each month. The Association shall determine, at least thirty (30) days in advance of the due date of each first annual Common Expense installment, the amount of such installment. If any unit owner fails to pay any monthly installment of the annual assessment when due, the entire annual assessment shall immediately become due and owing.

If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of last prior years's assessment, and any installments on such assessment shall be due upon each installment payment date until changed by an amended assessment.

In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Association, provided that nothing herein shall serve to
prohibit or prevent the Association from imposing a lump sum assessment in the case of any immediate need or emergency.

In addition to the annual assessments hereinbefore authorized, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement upon the common Elements or Limited Common Elements, if any, including the necessary fixtures, equipment and other personalty related thereto, or for any other lawful purpose, provided that any such special assessment is agreed to by two-thirds (2/3) of the members of the Association.

Every Unit Owner, by acceptance of a deed or other conveyance for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such other sums, (by way of non-refundable annual or special Common Expense Assessments) as are herein or in the By-Laws of the Association more particularly described. Upon the purchase of a Unit from the Sponsor, the portion of the then-current annual assessment payable by the Unit purchaser shall be an amount which bears the same relationship to the annual assessment as the remaining number of months in the then-current annual assessment period bears to twelve, with appropriate proration as to month of purchase. The first monthly installment of the current annual assessment shall be due and
payable on the first day of the month immediately following the month of purchase.

The Association shall, upon the request of an Association member, or of the mortgagee of any Unit, furnish to such Unit Owner or mortgagee, a certificate in writing, signed by an officer of the Association, setting forth whether or not such Common Expense assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any common Expense assessments therein stated to have been paid. The treasurer of the Association shall provide a quarterly written certification to the Sponsor setting forth the payment status of common assessments by each Unit Owner. In addition, the Treasurer of the Association shall request that a quarterly statement of the balance in the account holding common expense assessments be sent to the Housing Development Corporation of Bergen County and any mortgagee who has requested same.

No Unit Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Common Elements.

Each such assessment shall be a continuing lien upon the Unit against which it was made and shall also be the personal obligation of the Owner of such Unit at the time when the common Expense assessment fell due, together with such lawful interest thereon and cost of collection thereof (including reasonable attorney’s fees). In the event that Unit Owner shall default or otherwise be delinquent in the payment of any such assessment, the Housing Development Corporation of Bergen County reserves the right
to pay such assessment and thereupon shall automatically acquire a lien against the property in the amount of said payment. The Association and/or the Housing Development Corporation of Bergen County may, but shall not be required to, file a written notice of said lien in the office of the Bergen County Clerk without notice to the delinquent unit owner(s). Liens for unpaid Common Expense assessments may be foreclosed by suit bought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. A suit to recover a money judgment for unpaid Common Expense assessments may be maintained without waiving the lien securing the same.

Any lien for unpaid Common Expense assessment shall be subordinate to any lien for past due and unpaid taxes and the lien of any institutional first mortgagee, including mortgage broker or any agency of the State of New Jersey or of the Federal Government, for mortgages now or hereafter placed upon any Unit; provided, however, that such subordination shall apply only to the sale or transfer of any such Unit pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve any such Unit Owner from liability for any Common Expense assessments thereafter becoming due, nor from the lien of any such subsequent Common Expense assessment.

8. COMMON EXPENSES: RESPONSIBILITIES OF OWNER: DAMAGE DUE TO NEGLIGENCE, OMISSION OR MISUSE - The annual Common Expense assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare
of the members of the Association, including, but not limited to such maintenance, repair and replacement of the property is are the responsibility of the Association in accordance with Exhibit H; payment of such taxes and insurance premiums as may be the responsibility of the Association; all costs and expenses incidental to the operation and administration of the Association; and such other items as may from time to time be deemed appropriate by the Association. The Association may also provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Association personnel or representatives and charged as a Common Expense.

Each Unit Owner shall promptly furnish, perform, and be responsible for, at his own expense, such maintenance, repairs and replacements as are the responsibility of the unit Owner in accordance with Exhibit H. The Association, its agents and employees may (but shall not be required to) effect emergency or other necessary repairs which the Unit Owner has failed to perform, same to be effected at the cost of the unit owner.

Except as hereinbefore provided, or except as may otherwise be provided in Exhibit H, all maintenance, repairs and replacements of the plumbing fixtures and systems, heating systems, windows, doors, decks, sheds, stairways, electrical systems and receptacles, breaker boxes, kitchen appliances and equipment, and lighting fixtures within any Unit or part of the Limited Common Elements appurtenant thereto (if any) shall be the Unit Owner’s responsibility at his sole cost and expense. If any Unit Owner
fails to perform such work, the Condominium Association may do so on the Unit Owner's behalf and charge the reasonable expenses thereof to the Unit Owner, which expenses shall be a continuing lien upon the unit, enforceable in the same manner as set forth herein for common expense assessments. Excepted from the foregoing, however, are driveway and parking area maintenance, repair, replacement and snow removal, which shall be the responsibility of the Association; provided, however, that the Unit Owner shall be responsible for any replacements or repairs required due to the misuse or negligent act or omission of a Unit Owner. Maintenance, repair, replacement, cleaning and washing of all wallpaper, paint, paneling, floor covering, draperies and window shades or curtains within any Unit shall be the Unit owner's responsibility at his sole cost and expense.

All repairs and replacements, insofar as reasonably possible, shall be consistent with the original characteristics of the subject item in all respects. No Unit Owner shall be permitted to alter the appearance or to make any exterior change to a Unit or any area appurtenant thereto.

Notwithstanding anything herein to the contrary, if, due to the negligent act or omission or misuse by Unit Owner, or a member of his family or household pet (to the extent permitted) or a guest, occupant, or visitor of a member (whether authorized or unauthorized by the Unit Owner), damage shall be caused to the Common Elements or the Limited Common Elements, or to a Unit owned by another, or if maintenance, repair or replacements shall be
thereby required which would otherwise be a Common Expense, then
such Unit Owner shall pay for such damage and be liable for any
damages, liability, costs and expense, including attorney's fees,
caused by or arising out of such circumstances; and such
maintenance, repairs and replacements to the Common Elements or
Limited Common Elements, or the Unit, shall be subject to the By-
Laws and the rules and regulations of the Association.

9. EASEMENTS:

9.1 Every unit owner, his successors and assigns, shall have the following perpetual easements with respect to the property:

(a) A non-exclusive easement in, upon, over, under, across and through the Common Elements and Limited Common Elements to keep, maintain use, operate, repair and replace his Unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements; and

(b) An exclusive easement for the existence and continuance of any encroachment by his Unit upon any adjoining Unit or upon any Common Elements or Limited Common Elements, now existing or which may come into existence hereafter as a result of construction, repair, shifting, settlement, movement of any portion of the Building or a Unit, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the building stands; and
(c) A non-exclusive easement for ingress and egress to his Unit in, upon, under, over, across and through the Common Elements and Limited Common Elements, and

(d) An exclusive easement to use and enjoy the surfaces of the main walls, (including any windows, doors, chimneys, stoops or patios therein), ceilings and floors contained within his Unit; and

(e) An easement in common with the owners of all other units to use and maintain all pipes, wires, ducts, cables, conduits, public utility lines, cable and master antenna television and other common Elements located in any of the other Units or in the Common Elements or Limited Common Elements and serving his Unit; and

(f) A perpetual and nonexclusive easement in, over and through the Common Elements and Limited Common Elements of the Condominium and to use the driveways, walks and common facilities within the Condominium, subject to the right of the Association to:

   (i) promulgate rules and regulations for the use and enjoyment of the common property; and

   (ii) suspend the enjoyment and voting rights of any Unit Owner for any period during which any assessment for Common Expenses remains unpaid or for any period during which any infraction of its published rules and regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the
Association shall not constitute a waiver or discharge of the Unit
Owner's obligation to pay the assessment; and

(iii) the right of the Association to dedicate
or transfer all or any part of the Common Elements and Limited
Common Elements other than the Building, to any municipal, county,
State, Federal or other public agency, authority, or utility, for
such purposes and subject to such conditions as may be agreed upon
by the Association, provided that no such dedication, transfer, or
determination as to the purposes of or as to the conditions of such
dedication or transfer shall become effective unless such
dedication, transfer and determination to purpose and conditions
thereof shall be authorized by a seventy-five (75%) percent vote of
the members of the Association. The result of the vote taken
therein shall be made and acknowledged by the President and
Secretary/Treasurer of the Association, and such certificate shall
be annexed to any instrument of dedication or transfer affecting
the Common Elements and/or Limited Common Elements other than the
Building, prior to the recording thereof in the Office of the
County Clerk. Such certificate shall be conclusive evidence of
authorization by the membership.

9.2: Sponsor, its successors and assigns, shall have
the following easements with respect to the Property:

(a) A blanket and non-exclusive easement in,
upon, through, under and across the Common Elements and/or Limited
Common Elements and egress for the use of all driveways, parking
areas and for viewing at reasonable times until the expiration of
five years from the date of issuance of Certificate of Occupancy by the municipality for the last Unit in the Condominium. In addition, Sponsor hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Sponsor or its agents to service any Unit therein; provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owners. In case of emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not; and

(b) A perpetual blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements and Limited Common Elements for surface water runoff and drainage caused by natural forces and elements, grading and/or the improvements located upon the Property. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Condominium.

9.3: The Property shall also be subject to the following easements:

(a) The Association shall have a perpetual exclusive easement for the existence, continuance and maintenance of any Common Elements or Limited Common Elements or of any improvements owned by it which presently or may hereafter encroach upon a Unit; and

(b) The Association shall have the perpetual and non-exclusive right of access to each Unit to inspect same to remove any violations set forth in this Master Deed, the By-Laws or
in any regulations promulgated by the Association and to perform any operations required in connection with maintenance, repairs or replacements of or to the Common Elements or Limited Common Elements or any equipment, facilities or fixtures affecting or serving any Unit, the Common Elements or Limited Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of any emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not; and

(c) Any bank, mortgage banker or other institutional lender who is the owner of a mortgage which encumbers any Unit, its officers, agents and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements or Limited Common Elements or any Unit so encumbered. This right shall be exercised only during reasonable daylight hours, and then whenever practicable, only after advance notice to and with the permission of the Association; and

(d) A blanket, perpetual and non-exclusive easement in, upon, over, across and through the Common Elements and Limited Common Elements for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, poles, transformers, master television antenna or cable television facilities and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Property,
which easement shall be for the benefit of any governmental agency or utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services; and

(e) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements and Limited Common Elements (if any) to the City of Hackensack, the Association, their respective officers, agents and employees, (but not the public in general) and to all police, fire and ambulance personnel in the proper performance of their respective duties (including but not limited to emergency or other necessary repairs to a Unit which the Unit Owner has failed to perform), and for repair and maintenance of the Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this subparagraph shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Unit Owners directly affected thereby.

10. BY-LAWS AND ADMINISTRATION; CHANGES IN DOCUMENTS; POWERS OF ATTORNEY - The administration of the Common Elements and Limited Common Elements of the Condominium and other common facilities shall be by the Association in accordance with the provisions of the Condominium Act, this Master Deed, the Articles of Incorporation, the By-Laws and of any other documents, amendments or supplements to the foregoing which may subsequently be required by Sponsor, or by a bank, mortgage banker or other institutional lender acceptable to the Sponsor to make mortgage
loans on the subject premises, or by a governmental agency or quasi-governmental agency having regulatory jurisdiction over the Condominium, or by any title insurance company acceptable to Sponsor to insure title to any Units.

Sponsor hereby reserves for itself, its successors, and assigns, for a period of five (5) years from the date the first Unit is conveyed to an individual purchaser, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the above described documents which may be so required by any such institutional lender, governmental or quasi-governmental agency or title insurance company; provided, however, that (i) no such agreement, document, amendment or supplement shall effect a material physical modification of a Unit, or change the percentage of the undivided interest in the Common Elements without the prior written consent of the affected Unit Owner(s) and mortgagees; or (ii) if such agreement, document, amendment or supplement adversely effects the priority or validity of a purchase money lien which encumbers a Unit, without the prior written consent of such mortgagees.

By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, Unit Owner or occupant, or holder of any mortgage or other lien, does automatically and irrevocably name, constitute, appoint and confirm Sponsor, its successors and
assigns, as attorney-in-fact for the purpose of executing such amendments to the Master Deed and other instrument(s) necessary to effect the foregoing (subject to the foregoing limitations, and provided that such power of attorney may not be used to adversely affect the priority or validity of any lien or the value of any Unit).

The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and are intended to deliver all right, title and interest of the principal in and to said powers.

11. RESTRICTIONS - The Condominium is subject to all covenants, restrictions and easements of record (including, without limitation, drainage and utility grants and easements and road easements), to the terms of this Master Deed and Exhibits hereto, and to the following restrictions:

(a) Units shall be utilized for residential purposes only. The number of persons occupying a unit shall not exceed zoning ordinances or other governmental restrictions.

(b) No unit owner shall discriminate against a prospective purchaser on the basis of age, race, creed, color, national origin, ancestry, marital status, political affiliation or
sex, subject to the owner selection criteria promulgated by the Sponsor.

(c) No animals or other household pets, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements or Limited Common Elements (if any).

(d) No trailer, tractor, mobile home, commercial van, boat, truck, commercial vehicle or similar vehicle shall be stored or housed on the Property. Further prohibited are any other vehicles not having a currently valid registration or any vehicle not permitted for uncovered off-street parking under applicable ordinances, rules or regulations. No vehicle washing, waxing, servicing or repair of any kind may be conducted on the property.

(e) No portion of the Common Elements, Limited Common Elements (if any) or other portion of the Property shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be placed by the Unit owners in sanitary containers in areas on the Property designated by the Association for weekly or more frequent collection.

(f) No exterior loudspeakers shall be permitted. No unshielded floodlights shall be installed in any exterior area.

(g) No awnings, grills, balconies, or deck enclosures, fences, canopies, shutters or external or visible radio, television, or any type of communication aerial shall be installed or affixed on or about the exterior of any Building constructed or erected on the Property, or elsewhere on such Property.
(h) No signs of any kind shall be permitted upon the premises unless approved by Association.

(i) In order to provide an orderly procedure in the case of title transfers and to assist in the maintenance of a current roster of Unit Owners, the owner of a Unit shall, subject to the provisions contained in Paragraph 11.1, forthwith notify the Association of the names and address of the purchasers.

(j) No Unit Owner or occupant shall build, plant or maintain any matter or thing upon, in, over or under the Common Elements or Limited Common Elements (if any) without the prior written consent of the Association. Crawl spaces, if any, shall not be used for storage of any kind.

(k) No Unit Owner or occupant shall burn, chop, cook or cut anything on, over or above the Common Elements or Limited Common Elements, if any.

(l) Unit Owners shall not have any right to build, paint, or otherwise decorate or change the appearance of any portion of the exterior of any unit or Limited Common Elements (if any) appurtenant thereto without prior written approval of the Association.

(m) To the extent that equipment, facilities and fixtures within any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements or Limited Common Elements (if any), then the use thereof by the individual Unit Owners shall be subject to the By-Laws and the rules and regulations of the Association.
(n) Nothing shall be done or kept in any Unit or in or upon the Common Elements or Limited Common Elements (if any) which will increase the rates of insurance of the Building or the contents thereof beyond the rates applicable for Units, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements or Limited Common Elements (if any) which will result in the cancellation of insurance on the Building or the contents thereof, or which will be in violation of any law.

(o) No noxious or offensive activities shall be carried on, in or upon the Common Elements or Limited Common Elements (if any) or in any such Unit or shall any thing be done therein either willfully or negligently or otherwise which may be or become an annoyance or nuisance to the other residents in the Condominium.

(p) No unlawful use shall be made of any Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(q) Nothing shall be done to any Unit or on or in the Common Elements or Limited Common Elements (if any) which will impair the structural integrity of any Building or which will structurally change a Building. No unit Owner (other than the Sponsor) may make any structural additions, alterations or improvements in or to his Unit or in or to the Common Elements or Limited Common Elements or impair any easements without the prior written consent of the Sponsor. Such approval, however, shall not
create any liability on the part of the Association or Sponsor to hire or retain any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Sponsor shall have the obligation to answer any written request received by it from a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner’s Unit within forty-five (45) days after receipt of such request, and failure to do so within the stipulated time shall constitute a consent to the proposed structural addition, alteration or improvement. Additionally, any Unit Owner wishing to make any alteration, improvement or addition in or to any Unit must, when necessary, file an application for a building permit with the municipality and comply with all local building codes. The Unit Owner shall furnish the Association and the Sponsor with a copy of any such application and/or permit which he has procured. The provisions of this subparagraph (q) shall not apply to Units owned by the Sponsor until such Units have been initially sold and conveyed by the Sponsor.

(r) Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times. The aforementioned window treatments shall be made of white, off-white, gray or pastel colors, or shall be lined with lining material of such colors, such that a uniform exterior appearance of the property is maintained for aesthetic purposes. At least eighty
(80%) percent of all floor areas (excepting kitchen, bathroom and utility closets) in each Unit must be covered by padding and carpeting or area rugs. These provisions shall not apply to any unit owned by the Sponsor.

(s) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonable intended and suited and which are incidental to the use and occupancy of the units.

(t) No unit shall be rented by the Owner thereof (except a lender in possession of such Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangements in lieu of foreclosure) or utilized for transient or hotel purposes, which shall be defined as: (i) rental for any period less than ninety (90) days; or (ii) any rental if the occupants of the Unit are provided customary hotel services; provided however, that any Unit Owner including Sponsor may rent a Unit for a period of less than ninety (90) days to a contract purchaser. No Unit Owner may lease or rent less than an entire unit. Other than the foregoing obligations, a Unit Owner shall have the right to lease same, provided that said lease is in writing, is approved by the Sponsor and the Association and is expressly made subject to the requirements of the New Jersey Housing and Mortgage Finance Agency, if applicable, and Fair Housing Act and to all provisions of this Master deed, the By-Laws of the Association and other documents referred to herein, including the right of amendment reserved to Sponsor herein, and
provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease, and provided further that any such lease shall be made to persons who qualify as low- or moderate-income households in accordance with regulations established by the United States Department of Housing and Urban Development and the New Jersey Housing and Mortgage Finance Agency, if applicable. The amount of monthly rent payable pursuant to said lease shall not exceed the amount of the Unit Owner’s mortgage payment, common assessment, utilities (unless payable by Tenant) and one-twelfth of annual property taxes.

In the event a tenant of a Unit defaults under his lease by failure to comply with the provisions of this Master Deed, By-Laws or rules and regulations of the Association, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such default(s) and demand that the same be cured through the Unit Owner’s efforts within thirty (30) days after such notice. If such default(s) is not cured within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against the Unit Owner’s tenant on account of such default(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact
for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described in this subparagraph (t).

(u) Each Unit Owner, subject to the limitations set forth herein, shall have the right to mortgage or encumber his Unit, provided that such mortgage or encumbrance is made to a bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund or other institutional lender, and is in compliance with the requirements of the first mortgage holder, or is a purchase money first mortgage made to the Sponsor or to the immediate predecessor in title to a Unit. No unit owner shall mortgage a unit for the purpose of securing a loan which shall cause the balance of all mortgage loans secured by the unit and other liens on the unit to exceed the then-existing unit Purchase Price, computed in accordance with Paragraph 11.1 of the Master Deed (hereinafter referred to as an "excess mortgage"). Any such excess mortgage so executed shall be ineffective as a lien on the unit to the extent that same shall exceed such Purchase Price.

(v) All property taxes, special assessments and other charges imposed by any taxing authority are to be separately
assessed against and collected on each Unit as a single parcel, as provided in the New Jersey Condominium Act. In the event that for any year such taxes are not separately taxed to each Unit, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his proportionate undivided percentage interest in the Common Elements and Limited Common Elements, if any.

(w) Each Unit Owner shall pay for his own telephone and other utilities, if any, which are separately metered or billed to each use by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

(x) Each Unit Owner shall be responsible for the maintenance and general upkeep of the Limited Common Elements, if any, appurtenant to his Unit.

(y) No clothes poles or lines shall be installed or maintained on any part of the premises, nor shall any Unit Owner cause or permit any clothes, sheets, blankets or laundry or other articles to be hung or displayed on the outside of windows or placed on the outside window sills or exterior buildings walls.

(z) Except in recreational areas or in storage areas specifically designated by the Association, if any, there shall be no playing, lounging or parking of any baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, nor shall there be any obstruction placed by any owner or occupant in any common element, facility or area.
(aa) OWNER-OCCUPANCY REQUIREMENT. In the event that a unit is mortgaged under the New Jersey Housing and Mortgage Finance Agency program, the Unit Owner covenants and agrees that he shall, within sixty (60) days from the date of the mortgage and continually thereafter during the term of the mortgage, occupy the unit as the Unit Owner's primary residence.

In the event that the Unit Owner shall fail to occupy the Unit as aforesaid, then the entire principal balance together with accrued interest may, at the option of the mortgagee, become immediately due and payable.

(bb) No Unit Owner shall cause or permit a window air-conditioning unit to be placed or installed in any unit or in the common elements or limited common elements, if any. Unit Owners shall be permitted to install air-conditioning units in the wall sleeves provided, on the condition that same: (1) shall be 230 volt and 110 volt units in the living room and bedrooms, respectively; (2) shall be of such dimensions as to snugly and fully fit within the inner space of the wall sleeves; and, (3) shall be firmly and securely installed therein.

11.1 RESALE PRICE RESTRICTIONS - Subject to the provisions of Paragraph 11(aa), a Unit Owner shall be required to reside in his or her condominium unit for a period of not less than two (2) years from the date of purchase by said Unit Owner; provided, however, that the Unit Owner may sell said unit and move therefrom within the said period where a change of circumstances with respect to health, employment, financial, family
circumstances or marital status or other reason approved by Sponsor reasonably necessitates moving from subject premises. When such change of circumstances occurs, the Unit Owner shall notify the Sponsor, in writing, and shall request prior written approval from the Housing Development Corporation of Bergen County, which approval shall not be unreasonably withheld. Said approval, if granted, may be conditioned upon the limitation of the re-sale price to a sum which may be less than otherwise allowable pursuant to this Paragraph 11.1, but in no event less than the Unit Owner’s base price.

With respect to any sale or re-sale of a unit (whether by the original unit owner or subsequent purchaser), the Housing Development Corporation of Bergen County shall have an exclusive first option to purchase the subject property at a purchase price which shall be computed as follows:

\[
PURCHASE\ PRICE = BASE\ PRICE + \left( \frac{CURRENT\ CPI - BASE\ CPI}{BASE\ CPI} \right) \times BASE\ PRICE
\]

Said option shall be for a period of 3 months from the date Sponsor is notified by certified mail, return receipt requested, of the Unit Owner’s intent to sell and Sponsor’s determination of purchase price. For purposes of this Paragraph 11.1, the following definitions shall apply:

**BASE PRICE**: Purchase price paid by current unit owner, exclusive of any reimbursable capital improvements paid by current unit owner at the time of purchase.

**BASE CPI**: CPI published for the month the current unit owner closed title.
CURRENT CPI: CPI published for the month immediately preceding current Unit Owner’s written notification to Housing Development Corporation of Bergen County of intent to sell;


Said purchase price may be reduced to the extent of the cost of such repairs or replacements as may be required by Sponsor in connection with said unit, in an amount to be determined by Sponsor, in its sole and conclusive judgment and discretion.

In the event that the Sponsor shall fail to exercise said option, the Unit Owner may sell his unit for a purchase price not to exceed the purchase price computed as set forth above and subject to the exclusions and/or reductions set forth in this Paragraph to a family which meets the eligibility criteria promulgated by Sponsor or the Housing Authority of Bergen County under its Affordable Housing Program, or such other replacement program as may then be administered by Sponsor or Housing Authority of Bergen County.

In addition to the foregoing purchase price, at time of unit sale, to Sponsor or otherwise, a Unit Owner shall be entitled to payment from purchaser for Reimbursable Capital Improvements in accordance with and subject to the following conditions. In order to qualify for such reimbursement at time of sale, the capital improvement must be an addition or improvement within the unit,
other than ordinary maintenance or repair, and permitted under the terms of the Master Deed, By-Laws and Association rules and regulations, which substantially enhances the value of the unit and which has a useful life of at least one year; provided that such addition or improvement was not and could not properly have been paid from the General Operating Reserve or from a common or special assessment. Painting, decorating, or replacement of existing fixtures, accessories or other items are not Reimbursable Capital Improvements. The useful life of a qualified capital improvement shall be fixed and determined in accordance with such standards and guidelines as may be adopted and supplemented by Sponsor, and shall be amortized accordingly, such that a purchaser shall reimburse the unit owner therefor only to the extent that such capital improvements have not been amortized. Any sums so paid by a purchaser shall not be deemed to be part of the unit’s purchase price for computation of a subsequent purchase price at time of resale by purchaser. However, to the extent that there shall remain unamortized any portion of the cost of a Reimbursable capital Improvement at time of such resale (based on date of initial installation or completion of subject improvement), purchaser shall be entitled to reimbursement therefor at such time of resale.

As a further condition of entitlement to capital improvement reimbursement, after completion or installation hereof, the unit owner shall promptly furnish the Association with adequate documentation evidencing the nature and cost of the improvement,
including, but not limited to, contracts and sufficient proof of payment, i.e., cancelled checks or charge account receipts. On an annual basis, such documentation shall be submitted to Sponsor, which shall advise the unit owner of Sponsor’s determination as to the eligibility, amount and useful life of the subject improvement. Sponsor’s determinations shall be final and conclusive in all respects.

Prior to commencement of installation of a capital improvement which is not set forth in guidelines adopted by Sponsor, a Unit Owner, at his or her option, may request Sponsor’s prior determination as to the eligibility of the improvement as a Reimbursable Capital Improvement, and as to the useful life thereof. Sponsor reserves the right to require the Unit Owner to submit such documentation as Sponsor may reasonably require in connection with such request.

Notwithstanding any of the foregoing, the maximum Reimbursable Capital Improvement which may be received by any Unit Owner at time of sale shall not exceed, in the aggregate, a sum equal to ten (10%) percent of the Base Price, as herein computed.

Except as provided below, the provisions of Paragraph 11.1, including all resale restrictions, shall terminate with respect to any unit which shall be acquired by an institutional holder of a first mortgage lien, through foreclosure of the first mortgage or by deed in lieu of foreclosure, or by any other means; provided, however, that if a mortgagee shall have so acquired title, written notification of same shall be mailed by certified
mail, return receipt requested, to the Housing Development Corporation of Bergen County which shall then have the exclusive first option for a period not to exceed 30 days to elect to purchase same or to secure a purchaser, at the price established in accordance with this Paragraph 11.1.

Notwithstanding the terms of the preceding paragraph however, all of the provisions of Paragraph 11.1 shall not terminate as to any mortgagee or other person or entity who acquires title through a Sheriff’s sale or deed in lieu of foreclosure or otherwise with respect to an "excess mortgage" (as defined in Paragraph 11(u)), and for the purpose of a subsequent resale, the base price of such acquirer shall be equal to the Purchase Price allowable for the prior unit owner.

12. OBLIGATIONS OF SPONSOR - Until the conveyance of title to the first Unit, the Sponsor shall be solely responsible for all common Expenses. Following the first conveyance, the Owners of Units to whom title shall have been conveyed shall be responsible for their proportionate share of all common Expenses. Until the conveyance of the final Unit within the Property, the Sponsor shall be responsible for payment of such Common Expenses as are proportionately allocated to the unsold Units.

Notwithstanding the foregoing, the Sponsor covenants and agrees for itself, it successors and assigns that for so long as it owns one or more of the Units, and subject to the exceptions expressly indicated, the Sponsor, its successors and assigns shall be governed by the provisions of and entitled to all rights and
benefits reserved to Sponsor pursuant to this Master Deed and of all Exhibits attached hereto.

13. NO PARTITION - Subject to the provisions of the Master Deed and Articles of Incorporation and By-Laws of the Association and the Condominium Act, the Common Elements and Limited Common Elements, if any, shall remain undivided and no Unit Owner shall bring any action for partition or division thereof. In addition, the undivided percentage interest in the Common Elements and Limited Common Elements, if any, shall not be separated from the Unit to which same appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

14. COMPLIANCE BY OWNERS: MEMBERSHIP IN THE ASSOCIATION
Each owner or occupant of a Unit shall comply with and shall assume ownership or occupancy subject to laws, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of this Master Deed, the Articles of Incorporation, By-Laws and rules and regulations of the Association and any other documents, amendments or supplements to the foregoing. Failure to comply with such provisions, rules and regulations shall be grounds for injunctive relief by the Sponsor, the Association and any Unit Owner, and for penalties and other available remedies at law or in equity.

Upon acceptance of a Deed to a Unit, each Unit Owner shall automatically become a member of the Association and shall be a member for so long as he shall hold legal title to his Unit,
subject to all provisions of this Master Deed, the Condominium Act, the Articles of Incorporation of the Association, and the By-Laws and rules and regulations which may now or hereafter be established for or by the Association.

Notwithstanding the conveyance by Sponsor of all units, the Housing Development Corporation of Bergen County shall constitute a non-Unit Owner member of the Association; however, it is expressly understood and agreed that the Housing Development Corporation of Bergen County shall not be liable for payment of any expenses or debts of any kind incurred on behalf of the Association, including but not limited to Annual or Special Assessments, nor shall it be liable to any Unit Owner or any other party for any action or inaction of the Association or for any action or inaction which it may participate in or be associated with as a member of the Association, other than as may be expressly set forth herein.

15. DAMAGE, DESTRUCTION OR CONDEMNATION - If a Building, improvement, Common Element or Limited Common Element or any part thereof is damaged, destroyed or taken by fire, casualty or eminent domain, the repair, restoration or ultimate disposition of any funds or proceeds thereby created or received shall be in accordance with R.S. 46:8B-24 and 25, respectively. In the event the Association determines not to repair or restore the damaged property in accordance with R.S. 46:8B-24, any insurance proceeds payable to a unit Owner as a result of damage or destruction or taking of his Unit and/or share of the Common Elements and/or
Limited Common Elements are hereby assigned and shall be paid to the institutional holder of a first mortgage lien on said Unit for application to the sums secured by said mortgage with the excess, if any, paid to the Unit Owner.

16. INSURANCE - The Association shall obtain and keep in force all insurance coverage required to be maintained by the Association, applicable to its property and members, including, but not limited to:

   (i) **Physical Damage Insurance** - Broad form insurance against loss by fire and against loss by lightning, windstorm, and other risks normally included within all risk extended coverage, including vandalism and malicious mischief, insuring all improvements existing on the property, and covering the interest of the Association, the Sponsor, and all Unit Owners and Institutional Lenders as their respective interests may appear, in an amount equal to the full replacement value of such improvements (exclusive of foundations and footings), without deduction for depreciation. Each policy shall contain a standard mortgagee clause in favor of each Institutional Lender, which shall provide that the loss, if any, thereunder shall be payable to each Institutional Lender as its interest may appear.

   (ii) **Public Liability Insurance.** To the extent obtainable, public liability insurance for personal injury and death from accidents occurring within the Common Elements and Limited Common Elements, if any, (and any other areas which the Association may deem advisable), and the defense of any actions
brought due to the injury or death of a person or damage to property, occurring within such Common Elements and Limited Common Elements, if any, and not arising by reason of any act or negligence of any individual Unit Owner. Said insurance shall be in such limits as the Association may from time to time determine, covering the Association, its officers, and each member, and shall also cover cross liability claims of one insured against another. Such coverage shall be in an amount to be determined by the Association, but not less than $1,000,000.00 inclusive of applicable umbrella insurance coverage.

(iii) Directors and Officers Liability Insurance. Liability insurance indemnifying the officers of the Association against liability for errors and omissions in connection with the performance of their duties, in an amount of at least $1,000,000.00

(iv) Workers Compensation Insurance. Workers Compensation and New Jersey disability benefits insurance as required by law.

(v) Other Insurance. Such other insurance as the Association may determine.

Any insurance maintained by the Association may provide for such deductible amount as the Association may determine.

Unit Owners shall not be prohibited from carrying insurance for their own benefit, provided that all such policies shall contain waivers of subrogation; and further provided that the liability of the carriers issuing insurance obtained by the
Association shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

The premiums for all insurance carried by the Association shall be a Common Expense, to be included in the monthly assessment for Common Expenses.

17. AMENDMENT OF MASTER DEED - This Master Deed may be amended at any time after the date hereof by a vote of at least seventy-five (75%) percent of the Association members, Article II of the Association By-Laws notwithstanding, provided that any material amendment shall have been approved in writing by Sponsor, each bank, mortgage banker, or other institutional lender of a first mortgage lien on any Unit, which approval shall not unreasonably be withheld. No amendment shall be effective until recorded in the Office of the Clerk of Bergen County, New Jersey. This paragraph is by way of supplement to, and not in derogation of, the powers of amendment reserved to Sponsor pursuant to Paragraph 10 hereof, and in case of any conflict between them, the least restrictive provision shall apply. In the alternative, an amendment hereof may be made by an agreement, signed and acknowledged by all Association members in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Bergen County, New Jersey; provided, however, that no such amendment may alter the priorities of the mortgagees.

Notwithstanding the foregoing, any amendment of the Master Deed pertaining to or effecting the sale or resale of a Unit
shall require the unanimous consent of all Association members (including non-unit owner). This shall not be deemed to be in derogation, however, of the amendatory powers reserved to Sponsor set forth in Paragraph 10 hereof. Further, Paragraph 11(c) of the Master Deed may be amended by a vote of at least fifty (50%) percent of the Association members, to permit that a maximum in the aggregate of one (1) dog, cat or other household pet may be kept in a unit, on the condition that same shall be not be kept, bred or maintained for any commercial purpose, and must be housed within the unit. In the event of such an amendment of the Master Deed, the Association may adopt such rules and regulations as it may deem appropriate in order to preserve the harmony and enjoyment of the property for the residents thereof.

18. ENFORCEMENT - Enforcement of this Master Deed, interpretation thereof, or the resolution of any claims, or disputes arising thereunder shall be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Notice of the demand for arbitration shall be filed in writing with all members of the Association and with the American Arbitration Association. The member filing for arbitration shall pay all filing fees. The arbitration panel shall consist of three arbitrators, one of whom shall be the non-Unit Owner member of the Association. The vote of two of the three said arbitrators shall be binding upon all members of the Association.

19. INVALIDITY - The invalidity of any provisions of this Master Deed, the Articles of Incorporation, or By-Laws of the
Association shall not be deemed to impair or affect in any manner the validity, enforceability or affect the remainder of this Master deed or said Articles of Incorporation or By-Laws, and in such event, all of the other provisions of the Master Deed and said Articles of Incorporation and By-Laws shall continue in full force and as if such invalid provision had never been included therein.

20. WAIVER - No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

21. GENDER - The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice-versa, whenever the context so requires.

22. RULE AGAINST PERPETUITIES - If any provision of this Master Deed, or the By-Laws shall be interpreted to constitute a violation of the Rule Against Perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Robert F. Kennedy, deceased, former Senator of the State of New York, plus twenty-one (21) years thereafter.

23. RATIFICATION, CONFIRMATION AND APPROVAL OF AGREEMENTS - The fact that some or all of the officers, members or employees of the Association and the Sponsor may be identical, and the fact that the Sponsor or its nominees, have heretofore or may hereafter enter into agreements with the Association or with third
parties will not invalidate any such agreements with the Association, and its members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchaser of a Unit, and the acceptance of the Deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the propriety and legality of said agreements(s) or any other agreement authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Articles of Incorporation or the By-Laws of the Association.

24. RIGHTS RESERVED TO SPONSOR - Anything to the contrary herein or in the Articles of Incorporation or By-Laws of the Association notwithstanding, Sponsor hereby reserves for itself, its successors and assigns, for such time as it owns one or more Units in the Condominium, the right to sell, lease, mortgage or sublease any unsold Unit within the Condominium.

25. PROTECTIVE PROVISIONS FOR THE BENEFIT OF INSTITUTIONAL MORTGAGEES - Anything to the contrary in this Master Deed or the By-Laws or Articles of Incorporation of the Association notwithstanding, the following shall apply with respect to each institutional holder of a first mortgage on any Unit.

(a) The prior written approval of each institutional holder of a first mortgage (hereinafter called "first mortgage") lien on any Unit in the Condominium is required for the following:

(i) The abandonment or termination of the Condominium except for abandonment or termination provided by law in the case
of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

(ii) Any material amendment to the Master Deed or to the By-Laws or Articles of Incorporation, including, but not limited to, any amendment which would change the percentage interest of the Unit Owners in the Condominium, except for such amendments as may be permitted pursuant to Paragraph 10 of this Master Deed.

(b) No Unit in the Condominium may be partitioned or subdivided without the prior written approval of the holder of any first mortgage lien on such Unit.

(c) Any lien the Association or Sponsor may have on any Unit in the Condominium for the payment of Common Expenses assessments attributable to such Unit is subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date any such Common Expenses assessments become due.

(d) By virtue of the provisions of this Master Deed and the By-Laws and Articles of Incorporation of the Association, any institutional holder of a first mortgage on a Unit in the Condominium is, upon request, entitled to:

(i) inspect the books and records of the Association during normal business hours; and

(ii) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; and
(iii) receive written notice of all meetings of the Association and to designate a representative to attend all such meetings.

(e) In the event of substantial damage to or destruction of any Unit or any part of the Common Elements or Limited Common Elements, the institutional holder of any first mortgage on a Unit is entitled to timely written notice of any such damage or destruction. No Unit Owner or other party shall have priority over such institutional holder with respect to the distribution to such Unit of any insurance proceeds.

(f) If any Unit or portion thereof, or the Common Elements or Limited Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit is entitled to timely written notice of any such proceedings or proposed acquisition and no Unit Owner or other party shall have priority over such institutional holder with respect to distribution to such Unit of the Proceeds of award or settlement.

(g) If an institutional holder of a first mortgage lien on a Unit obtains title to such Unit as a result of foreclosure of the first mortgage, or by deed in lieu of foreclosure, then such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title as a
result of the foreclosure. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, its successors and assigns.

26. DURATION - The covenants and restrictions set forth in this Master Deed, including the provisions of Paragraph 11.1 shall run with and bind all of the land included in the condominium and shall inure to the benefit of and be enforceable by the Association, and the owners of any land subject to this Master Deed, their respective successors, assigns, heirs, executors, administrators and personal representatives, for a period of forty (40) years from the date this Master Deed is recorded in the Office of the Bergen County Clerk, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless the Housing Development Corporation of Bergen County and at least two-thirds (2/3) of all association members at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, in which they shall agree to change said covenants and restrictions in whole or in part. All changes concerning any such agreement shall not become effective and binding until three (3) years after the recording of the aforesaid fully executed instrument or instruments containing such agreement, and provided further, that in no event may the Common Elements be conveyed to any third person, firm or corporation without the express consent, by ordinance, of the governing body of the City of
Hackensack (or such municipal corporation as may then have zoning and subdivision control jurisdiction of the Property).

27. EXHIBITS - Attached hereto and made a part hereof are the following Exhibits:

- EXHIBIT A - Legal Description
- EXHIBIT B - Location Survey
- EXHIBIT C1 & C2 - Site Plan and Landscaping and Lighting Plan
- EXHIBIT D - Floor Plans
- EXHIBIT E - Articles of Incorporation
- EXHIBIT F - Condominium Association By-Laws
- EXHIBIT G - Common Elements Table
- EXHIBIT H - Maintenance/Repair/Replacement Responsibility Table
- EXHIBIT I - Projected Budget

IN WITNESS WHEREOF, the Sponsor has caused this instrument to be executed the day and year first above written, by its President and Director/Secretary and the corporate seal affixed pursuant to a resolution duly and unanimously adopted by its Board of Trustees.

HOUSING DEVELOPMENT CORPORATION OF BERGEN COUNTY

By: [Signature]
Alfred Malagiere, President

ATTEST:

Jack R. D'Ambrico, Jr.
Director/Secretary
STATE OF NEW JERSEY
COUNTY OF BERGEN

BE IT REMEMBERED, that on this 1st day of November, 1995, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared JACK R. D'AMBROSIO, JR., who, being by me duly sworn upon his oath, deposes and makes proof to my satisfaction that ALFRED MALAGIERE is the President of the HOUSING DEVELOPMENT CORPORATION OF BERGEN COUNTY, the Sponsor named in the within instrument; that JACK R. D'AMBROSIO, JR. is the Director/Secretary of said Sponsor; that the execution, as well as the making of this Instrument; has been authorized by a proper resolution of the Board of Trustees of said Sponsor; that deponent well knows the corporate seal of said Sponsor, and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said Vice-President as and for the voluntary act and deed of said Sponsor, in the presence of deponent, who thereupon subscribed his or her name thereto as attesting witness.

Sworn and subscribed to before me this 1st day of November 1995.

Notary Public of New Jersey
My Commission Expires:
LILIAN E. CHUNG
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 12, 1999

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<table>
<thead>
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<th>PAGE</th>
</tr>
</thead>
<tbody>
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<td>1</td>
</tr>
<tr>
<td>2. DEFINITIONS</td>
<td>1</td>
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<tr>
<td>3. GENERAL DESCRIPTION</td>
<td>4</td>
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<td>4. DESCRIPTION OF UNITS</td>
<td>4</td>
</tr>
<tr>
<td>5. DESCRIPTION OF GENERAL AND LIMITED COMMON ELEMENTS</td>
<td>6</td>
</tr>
<tr>
<td>6. ESTATE ACQUIRED; INTEREST IN COMMON ELEMENTS; INTEREST IN COMMON SURPLUS; VOTING; COMMON EXPENSES</td>
<td></td>
</tr>
</tbody>
</table>
ALL that certain tract, lot and parcel of land lying and being in the City of Hackensack, County of Bergen and State of New Jersey, being more particularly described as follows:

TRACT ONE: BEING known, laid down and distinguished as Lots Numbers 101 and 102 on a map on file in the Bergen County Clerk's Office entitled "Map of Property of D. Ackerman, Hackensack, N.J., Wm. Williams, Engineer, 1870"

BEGINNING at a point in the northeasterly side of Clinton Place distant 300.00 feet northwesterly from the intersection formed by the said side of Clinton Place and the northwesterly side of Grand Avenue and running; thence

1. North 45 degrees 15 minutes East a distance of 153.40 feet to a point; thence
2. North 44 degrees 51 minutes 53 seconds West a distance of 100.00 feet to a point; thence
3. South 45 degrees 15 minutes West a distance of 153.20 feet to a point in the northeasterly side of Clinton Place; thence
4. along the same South 44 degrees 45 minutes East a distance of 100 feet to the point and place of BEGINNING.

TRACT TWO: BEING known as Lot No. 100 as shown on a certain map entitled "Map fo Property of D. Ackerman, Hackensack, N.J." filed in the Bergen County Clerk's Office on July 20, 1883 as Map No. 323, and being more particularly described as follows:

BEGINNING at a point in the northerly line of Clinton Place, distant westerly along the same 400 feet from the point of intersection formed by the said line of Clinton Place with the westerly line of Grand Avenue and running; thence

1. North 41 degrees 00 minutes West along said line of Clinton Place 50 feet to a point; thence
2. North 49 degrees 00 minutes East 153.10 feet to a point in the center line of said right of way; thence
3. South 41 degrees 07 minutes East along the center line of said right of way 50 feet to a point in line of lands now or formerly of William Linn; thence
4. South 49 degrees 00 minutes West along the westerly line of said Linn 153.20 feet to a point in the northerly line of Clinton Place and the point or place of BEGINNING.

BEING further described in accordance with a survey prepared by Boswell Engineering dated December 21, 1994 as follows:

BEGINNING at a point in the northeasterly sideline of Clinton Place said point being distant 300.00 feet northwesterly along the same from its intersection with the northwesterly sideline of Grand Avenue (60 feet wide), and from said point of beginning running; thence

1. along the norheasterly sideline of Clinton Place North 52 degrees 11 minutes 41 seconds West 150.00 feet to a bar and cap; thence
2. North 37 degrees 48 minutes 19 seconds East 153.10 feet to a bar and cap; thence
3. South 52 degrees 18 minutes 34 seconds East 150.00 feet to a bar and cap; thence
4. South 37 degrees 48 minutes 19 seconds West 153.40 feet to the point and place of BEGINNING.

BEING known as Lots(s) 7-9, Block 436 on the current tax maps of the City of Hackensack.

EXHIBIT A
## I. OPERATIONAL EXPENSES

### A. ADMINISTRATIVE

<table>
<thead>
<tr>
<th>Item</th>
<th>Monthly Yearly</th>
<th>Monthly Payment Each Owner Two BR</th>
<th>Monthly Payment Each Owner Three BR</th>
<th>Per Unit Cost Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. MANAGEMENT</td>
<td>360 4,320</td>
<td>13.90 16.10</td>
<td>15.00</td>
<td></td>
</tr>
<tr>
<td>2. PROFESSIONAL AUDIT</td>
<td>250 3,000</td>
<td>9.65 11.18</td>
<td>10.42</td>
<td></td>
</tr>
<tr>
<td>3. OFFICE SUPPLIES</td>
<td>50 600</td>
<td>1.93 2.24</td>
<td>2.08</td>
<td></td>
</tr>
<tr>
<td>4. TAX</td>
<td>0 0</td>
<td>0.00 0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>5. LEGAL</td>
<td>0 0</td>
<td>0.00 0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td><strong>SUB-TOTAL</strong></td>
<td>660 7,920</td>
<td>25 29.51</td>
<td>27.50</td>
<td></td>
</tr>
</tbody>
</table>

### B. INSURANCE

<table>
<thead>
<tr>
<th>Item</th>
<th>Monthly Yearly</th>
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<th>Monthly Payment Each Owner Three BR</th>
<th>Per Unit Cost Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. SITE LIGHTING / HALLWAYS</td>
<td>750 9,000</td>
<td>28.96 33.54</td>
<td>31.25</td>
<td></td>
</tr>
</tbody>
</table>

### C. LAND EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>Monthly Yearly</th>
<th>Monthly Payment Each Owner Two BR</th>
<th>Monthly Payment Each Owner Three BR</th>
<th>Per Unit Cost Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. SITE LIGHTING / HALLWAYS</td>
<td>250 3,000</td>
<td>9.65 11.18</td>
<td>10.42</td>
<td></td>
</tr>
<tr>
<td>2. COMMON WATER</td>
<td>100 1,200</td>
<td>3.86 4.47</td>
<td>4.17</td>
<td></td>
</tr>
<tr>
<td>3. LAWN CARE/LANDSCAPING</td>
<td>300 3,600</td>
<td>11.59 13.41</td>
<td>12.50</td>
<td></td>
</tr>
<tr>
<td>4. GEN. REPAIR &amp; MAINT.</td>
<td>100 1,200</td>
<td>3.86 4.47</td>
<td>4.17</td>
<td></td>
</tr>
<tr>
<td>5. TREE SERVICE</td>
<td>42 500</td>
<td>1.61 1.86</td>
<td>1.74</td>
<td></td>
</tr>
<tr>
<td>6. TRASH COLLECTION</td>
<td>0</td>
<td>0.00 0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>7. SNOW REMOVAL</td>
<td>200 2,400</td>
<td>7.72 8.94</td>
<td>8.33</td>
<td></td>
</tr>
<tr>
<td>8. IRRIGATION SYSTEM</td>
<td>0 0</td>
<td>0.00 0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td><strong>SUB-TOTAL</strong></td>
<td>992 11,900</td>
<td>38 44</td>
<td>41.32</td>
<td></td>
</tr>
</tbody>
</table>

### D. BUILDING EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>Monthly Yearly</th>
<th>Monthly Payment Each Owner Two BR</th>
<th>Monthly Payment Each Owner Three BR</th>
<th>Per Unit Cost Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. GEN. REPAIR &amp; MAINT.</td>
<td>146 1,750</td>
<td>5.63 6.52</td>
<td>6.08</td>
<td></td>
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<tr>
<td>2. EQUIPMENT/ ELEVATOR</td>
<td>300 3,600</td>
<td>11.59 13.41</td>
<td>12.50</td>
<td></td>
</tr>
<tr>
<td><strong>SUB-TOTAL</strong></td>
<td>446 5,350</td>
<td>17 20</td>
<td>18.58</td>
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</table>

### II. CAPITAL EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>Monthly Yearly</th>
<th>Monthly Payment Each Owner Two BR</th>
<th>Monthly Payment Each Owner Three BR</th>
<th>Per Unit Cost Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>175 2,100</td>
<td>6.76 7.83</td>
<td>7.29</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### III. RESERVES

<table>
<thead>
<tr>
<th>Item</th>
<th>Monthly Yearly</th>
<th>Monthly Payment Each Owner Two BR</th>
<th>Monthly Payment Each Owner Three BR</th>
<th>Per Unit Cost Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. OPERATING</td>
<td>75 900</td>
<td>2.90 3.35</td>
<td>3.13</td>
<td></td>
</tr>
<tr>
<td>B. REPLACEMENT</td>
<td>143 1,710</td>
<td>5.50 6.37</td>
<td>5.94</td>
<td></td>
</tr>
</tbody>
</table>

### TOTAL

<table>
<thead>
<tr>
<th>Item</th>
<th>Monthly Yearly</th>
<th>Monthly Payment Each Owner Two BR</th>
<th>Monthly Payment Each Owner Three BR</th>
<th>Per Unit Cost Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>3,240 38,880</td>
<td>125 145</td>
<td>135.00</td>
<td></td>
</tr>
</tbody>
</table>

### EXHIBIT I
ARTICLES OF INCORPORATION
FOR
CLINTON TERRACE CONDOMINIUM ASSOCIATION, INC.

In compliance with the requirements of N.J.S.A. 15A:1-1, et seq., the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a nonprofit corporation, and do hereby certify:

ARTICLE I

NAME

The name of the Corporation is CLINTON TERRACE CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 21 Main Street, Room 307W, Hackensack, New Jersey 07601.

ARTICLE III

REGISTERED AGENT

Jack R. D'Ambrosio, Jr., whose address is 21 Main Street, Room 307W, Hackensack, New Jersey 07601, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which

EXHIBIT E
it is formed are to provide for the maintenance, preservation and control of the common elements and limited common elements within that certain tract of property described in Exhibit A of a certain Master Deed entitled "Clinton Terrace, A Condominium", recorded or intended to be recorded in the Office of the Clerk of Bergen County, and to promote the health, safety and welfare of the residents within the above described property and for these purposes:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Deed, as same are applicable to the property described therein in Exhibit A annexed thereto, or to additional property within the tract described in the aforesaid Exhibit A which may now or hereafter be acquired by the Association, its successors and assigns, and as that certain Master Deed may be amended from time to time as therein provided, said Master Deed being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of said Master Deed and the By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the New Jersey Nonprofit Corporation Law by law may now or hereafter have or exercise.

ARTICLE V

INCORPORATORS

The names and address of the incorporators of the Association are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack R. D'Ambrosio, Jr.</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Patricia DiCostanzo</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Eugene Fagnano</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Alfred Malagiere</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Lois E. Marshall</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Eleanore Pettersen</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>David C. Russo</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
</tbody>
</table>
ARTICLE VI

BOARD OF TRUSTEES

The property, affairs and business of the Association shall be managed by a Board of Trustees, who need not be members of the Association. The term of office and method of election shall be as provided in the Master Deed and By-Laws of the Association. The number of Trustees may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act as Trustees until the selection of their successors are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack R. D'Ambrosio, Jr.</td>
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<tr>
<td>David C. Russo</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
</tbody>
</table>

ARTICLE VII

MEMBERSHIP

Every person or entity, individually or collectively, who is a record owner of a fee interest in any Condominium Unit shall be a member of the Association. Upon termination of the interest of the Unit Owner, such membership shall automatically terminate and shall be transferred and shall inure to the new Unit Owner. The Trustees of the Housing Development Corporation of Bergen County (HDCBC) or their designee, shall collectively constitute a further additional and permanent member of the Association.
The initial membership of the Association, however, shall be composed of three (3) persons who need not be unit owners. The names and addresses of the persons who shall constitute the initial membership are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alfred Malagiere</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Jack R. D'Ambrosio, Jr.</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Housing Development Corporation of Bergen County</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
</tbody>
</table>

Upon sale of seventy-five (75%) percent of the units within the condominium, Alfred Malagiere and Jack R. D'Ambrosio, Jr. shall automatically cease to be members of the Association.

ARTICLE VIII
DURATION
The Corporation shall exist perpetually.

ARTICLE IX
ANNEXATION OF ADDITIONAL PROPERTIES

Additional properties may be annexed to the property subject to the terms and conditions of the Master Deed, By-Laws of this Association and rules and regulations promulgated thereunder, and all such additional properties shall be governed thereby.

ARTICLE X
DISTRIBUTION OF ASSETS

Upon dissolution, the assets of the Association shall be distributed in accordance with each unit's appurtenant percentage interest in the Common Elements of the Condominium.
ARTICLE XI

AMENDMENTS

Amendments of these Articles shall require the written assent of seventy-five (75%) percent of all Association members.

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 5th day of DECEMBER, 1995.

Jack R. D'Ambrosio, Jr.
Patricia DiCostanzo
Eugene Fagnano

Alfred Malagiere
Lois E. Marshall
Eleanore Pettersen
David C. Russo

STATE OF NEW JERSEY
COUNTY OF BERGEN

BE IT REMEMBERED, that on this 5th day of DECEMBER 1995, before me, the subscriber, an Notary Public of the State of New Jersey, personally appeared, Jack R. D'Ambrosio, Jr., Patricia DiCostanzo, Eugene Fagnano, Alfred Malagiere, Lois E. Marshall, Eleanore Pettersen and David C. Russo, who, I am satisfied, are the
who, I am satisfied, are the persons named in and who executed the
within instrument, and thereupon they acknowledge that they signed,
sealed and delivered the same as their act and deed, for the uses
and purposes therein expressed.

LILIAN E. COULTER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 13, 1939

Notary Public of New Jersey
My Commission Expires:
ARTICLES OF INCORPORATION
FOR
CLINTON TERRACE CONDOMINIUM ASSOCIATION, INC.

In compliance with the requirements of N.J.S.A. 15A:1-1, et seq., the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a nonprofit corporation, and do hereby certify:

ARTICLE I
NAME
The name of the Corporation is CLINTON TERRACE CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association".

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Jack R. D'Ambrosio, Jr., whose address is 21 Main Street, Room 307W, Hackensack, New Jersey 07601, is hereby appointed the initial registered agent of this Association.

ARTICLE IV
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EXHIBIT E
it is formed are to provide for the maintenance, preservation and control of the common elements and limited common elements within that certain tract of property described in Exhibit A of a certain Master Deed entitled "Clinton Terrace, A Condominium", recorded or intended to be recorded in the Office of the Clerk of Bergen County, and to promote the health, safety and welfare of the residents within the above described property and for these purposes:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Deed, as same are applicable to the property described therein in Exhibit A annexed thereto, or to additional property within the tract described in the aforesaid Exhibit A which may now or hereafter be acquired by the Association, its successors and assigns, and as that certain Master Deed may be amended from time to time as therein provided, said Master Deed being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of said Master Deed and the By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the New Jersey Nonprofit Corporation Law by law may now or hereafter have or exercise.

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<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
</tbody>
</table>
ARTICLE VI

BOARD OF TRUSTEES

The property, affairs and business of the Association shall be managed by a Board of Trustees, who need not be members of the Association. The term of office and method of election shall be as provided in the Master Deed and By-Laws of the Association. The number of Trustees may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act as Trustees until the selection of their successors are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack R. D'Ambrosio, Jr.</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Patricia DiCostanzo</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Eugene Fagnano</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Alfred Malagiere</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Lois E. Marshall</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Eleanore Pettersen</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>David C. Russo</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
</tbody>
</table>

ARTICLE VII

MEMBERSHIP

Every person or entity, individually or collectively, who is a record owner of a fee interest in any Condominium Unit shall be a member of the Association. Upon termination of the interest of the Unit Owner, such membership shall automatically terminate and shall be transferred and shall inure to the new Unit Owner. The Trustees of the Housing Development Corporation of Bergen County (HDCBC) or their designee, shall collectively constitute a further additional and permanent member of the Association.
The initial membership of the Association, however, shall be composed of three (3) persons who need not be unit owners. The names and addresses of the persons who shall constitute the initial membership are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alfred Malagiere</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Jack R. D'Ambrosio, Jr.</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Housing Development Corporation of Bergen County</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
</tbody>
</table>

Upon sale of seventy-five (75%) percent of the units within the condominium, Alfred Malagiere and Jack R. D'Ambrosio, Jr. shall automatically cease to be members of the Association.

ARTICLE VIII
DURATION

The Corporation shall exist perpetually.

ARTICLE IX
ANNEXATION OF ADDITIONAL PROPERTIES

Additional properties may be annexed to the property subject to the terms and conditions of the Master Deed, By-Laws of this Association and rules and regulations promulgated thereunder, and all such additional properties shall be governed thereby.

ARTICLE X
DISTRIBUTION OF ASSETS

Upon dissolution, the assets of the Association shall be distributed in accordance with each unit's appurtenant percentage interest in the Common Elements of the Condominium.
ARTICLE XI

AMENDMENTS

Amendments of these Articles shall require the written assent of seventy-five (75%) percent of all Association members.

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 5th day of December, 1995.

Jack R. D'Ambrosio, Jr.
Patricia DiCostanzo
Eugene Fagnano

Alfred Malagiere
Lois E. Marshall
Eleanore Pettersen

STATE OF NEW JERSEY )
    ) SS
COUNTY OF BERGEN )

BE IT REMEMBERED, that on this 5th day of December 1995, before me, the subscriber, an Notary Public of the State of New Jersey, personally appeared, Jack R. D'Ambrosio, Jr., Patricia DiCostanzo, Eugene Fagnano, Alfred Malagiere, Lois E. Marshall, Eleanore Pettersen and David C. Russo, who, I am satisfied, are the
who, I am satisfied, are the persons named in and who executed the within instrument, and thereupon they acknowledge that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

LILIAN E. CAIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 12, 1980

Notary Public of New Jersey
My Commission Expires:
BY-LAWS
OF
CLINTON TERRACE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

Section 1. Unit Ownership. The project located at 164-170 Clinton Place, Hackensack, Bergen County, New Jersey, known as "Clinton Terrace, a Condominium" is submitted to the provisions of N.J.S.A. 46:8B-1, et seq.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws and to the Master Deed.

The mere acquisition of any of the Condominium units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws and the provisions of the Master Deed are accepted, ratified, and will be complied with.

Section 4. Purpose. These By-Laws are intended to govern the administration of Clinton Terrace Condominium Association, Inc., a nonprofit corporation organized under Title 15A of the Revised Statutes of New Jersey, together with the management, administration, utilization and maintenance of the

EXHIBIT F
Common Elements described in the Master Deed for Clinton Terrace, A Condominium.

Section 5. Definitions. Unless the context clearly indicates otherwise, all definitions set forth in the Master Deed or in R.S. 46:8B-3 are incorporated herein by reference, including but not limited to, references to gender found in Paragraph 21 of the Master Deed.

Section 6. Fiscal Year. The fiscal year of the corporation shall be from January 1 through December 31 of each year.

Section 7. Principal Office. The principal office of the corporation is located at 21 Main Street, Room 307W, Hackensack, New Jersey.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Unit Owner shall be a member of the Association, subject to the provisions of these By-Laws and any rules and regulations promulgated by the Board. Membership in the Association shall terminate when any Unit Owner shall cease to be the record owner of a Unit. The Trustees of the Housing Development Corporation of Bergen County or their designee shall collectively constitute a further additional and permanent member of the Association.

Initial membership, however, shall be composed of three (3) persons who need not be Unit Owners. The names and addresses of the persons who shall constitute the initial membership are:

Alfred Malagiere
21 Main Street - Rm307W
Hackensack, New Jersey
Upon sale of seventy-five (75%) percent of the units within the Condominium, Alfred Malagiere and Jack R. D’Ambrosio, Jr. shall automatically cease to be members of the Association.

Section 2. Votes. The owner(s) of each unit shall be entitled to one vote regardless of how many persons hold title to that unit. In addition, the Housing Development Corporation of Bergen County shall be entitled to one vote. When more than one person holds title, the vote for each Unit shall be exercised as the Co-Owners among themselves determine. When one or more Co-Owners signs a proxy or purports to vote for his or her Co-Owners, such vote(s) shall be counted unless one or more of the other Co-Owners is present and objects to such vote(s); or, if not present, submits a proxy or objects in writing delivered to the Secretary of the Association before the vote(s) is/are counted. If Co-Owners disagree as to the vote(s), the vote(s) shall be split equally among the Co-Owners.

Section 3. Majority Required. A majority of the votes of Association members cast, in person or by proxy, at a meeting at which a quorum shall be present shall be required for decisions and resolutions of the Association for all purposes except where a greater percentage is required by the Master Deed, the Articles of Incorporation of the Association, these By-Laws or the provisions of New Jersey law.
Section 4. Quorum. Except as otherwise provided in these By-Laws, the presence of owners of at least 51% of the units shall constitute a quorum.

Section 5. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Executive Assistant before the appointed time of each meeting. Proxy votes shall be limited to two (2) per Unit Owner per fiscal year.

Section 6. Suspension of Rights. The membership rights of any Unit Owner may be suspended by action of the Board during the period when such Unit Owner's Common Expense assessments remain unpaid; but upon payment of such assessments, his rights and privileges shall be automatically restored. If the Board has adopted and published rules and regulations governing the use of the Common Elements and the personal conduct of any person thereon, they may, in their discretion, suspend the rights of any such person for violation of any such rules and regulations for a period not to exceed thirty (30) days.

ARTICLES III - MEETINGS OF UNIT OWNERS

Section 1. Place of Meetings. All meetings of the Unit Owners of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board.

Section 2. First Annual Meeting and Regular Annual Meetings. All regular meetings of the Unit Owners of the Association shall be held on the third Monday of January of each year, except the first such annual meeting, which shall be held
thirty (30) days after the sale of seventy-five (75%) percent of the Units within the Condominium. At the first annual meeting, the election of Trustees shall take place. If the election of Trustees shall not be held at the annual meeting or any adjournment of such meeting, the Association shall cause the election to be held at a special meeting as soon thereafter as conveniently may be. At such special meeting, the Unit Owners may elect the Trustees and transact other business with the same force and effect as at an annual meeting duly called and held.

Section J. Special Meetings. After the first annual or special meeting, special meetings of Unit Owners may be called by the Secretary when so ordered by the Board, or upon the written request of Members representing more than Twenty-five (25%) percent of all the votes entitled to be cast at such meeting. Such request shall state the purpose(s) of such meeting and the matter(s) proposed to be acted upon. Unless Unit Owners representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Unit Owners held during the preceding twelve (12) months.

Section 4. Notices of Meeting. Except as otherwise provided by law, notice of each meeting of the Association members, whether annual or special, shall be given not less than ten (10) days, nor more than ninety (90) days before the day on which the meeting is to be held, to each Unit Owner by delivering a written
or printed notice thereof to him personally, or by mailing such notice, postage prepaid. Except where expressly required by law, no publication of any notice of a meeting of Unit Owners shall be required. Every such notice shall state the time and place of the meeting and shall state briefly the purpose(s) thereof. Notice of any adjourned meeting of the Unit Owners shall not be required to be given except when expressly required by law.

Section 5. Quorum and Adjourned Meetings. At each meeting of the Unit Owners holding fifty-one (51%) percent of the votes; present in person or by proxy, shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum, the persons holding votes present in person and entitled to vote, by majority vote, may adjourn the meeting from time to time, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Organization. At each meeting of the Association, the President, or, in his absence, the Vice President, or in the absence of both of them, a chairperson chosen by a majority vote of the Unit Owners present in person or represented by proxy and entitled to vote thereat, shall act as a chairperson, and the Secretary, or in his absence, a person whom the chairperson shall appoint, shall act as Secretary of the meeting.

Section 7. Voting. Except as otherwise required by the Articles of Incorporation, the Master Deed or any law, a quorum
being present, a majority of votes in person or by proxy shall be sufficient on those matters which are to be voted on by the Unit Owners. All proxies shall be in writing, signed by all individual Unit Owners and delivered to the Secretary of the meeting; but no proxy shall be voted on after six (6) months from its date. The election of Trustees shall be by ballot. Unless demanded by a Unit Owner in person or by proxy at such meeting and entitled to vote thereat or determined by the chairperson of the meeting to be advisable, the vote on any other questions need not be by ballot.

Section 8. Judges. If, at any meeting of the Unit Owners, a vote by ballot shall be taken on any question, the chairperson of such meeting shall appoint two judges to act thereat with respect to such vote. Each judge so appointed shall first subscribe an oath faithfully to execute the duties of a judge at such meeting with strict impartiality and according to the best of his ability. Such judges shall decide upon the qualifications of voters and shall report the number of votes represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and when the voting is completed, shall ascertain and report the number of votes respectively for and against the question. Reports of judges shall be in writing and subscribed and delivered by them to the Secretary of the meeting. The judges need not be members of the Association, and any officer of the Association may be a judge on any question other than a vote for or against his election to any position with the Association or any other question in which he may be directly interested.
Section 9. Order of Business. The order of business at the annual meeting of the Unit Owners or at any special meetings as far as practicable shall be:

(a) Calling of the roll and certifying the proxies.
(b) Proof of notice of meeting and waiver of notice.
(c) Reading and disposal of any unapproved minutes.
(d) Receiving reports of officers.
(e) Receiving reports of committees.
(f) Appointment of Judges of election, if appropriate.
(g) Election of Trustees, if appropriate.
(h) Old business.
(i) New business.
(j) Adjournment.

ARTICLE IV - BOARD OF TRUSTEES

Section 1. Express and Implied Powers and Duties; Delegation Thereof. The property, affairs and business of the Association shall be managed by the Board of Trustees which shall have all those powers granted to it by the Articles of Incorporation, the Master Deed, these By-Laws, and by law. All of these aforesaid powers and duties are hereby irrevocably delegated to the Board of Trustees of the Association, except as may otherwise be expressly provided to the contrary.

Section 2. Number and Qualifications. At the first annual meeting of the membership of the Association and at such meetings thereafter, the Board shall consist of five (5) members,
four (4) of whom shall be designated by the Sponsor from among the Unit Owners. The Sponsor shall constitute the fifth Trustee. Thereafter, the Board shall be composed of five (5) members, four (4) of whom shall be Unit Owners and shall be elected by a majority of the votes entitled to be cast at a duly convened meeting of the Association. The Sponsor, the Housing Development Corporation of Bergen County, shall remain the permanent fifth member of the Board. Co-owners of a unit shall not both serve on the Board of Trustees during the same tenure.

Section 3. **Election and Term of Office.** At the first regular annual meeting of the membership four (4) Trustees of the Board shall be elected by the Unit Owners from among the Unit Owners. Two (2) Trustees shall be elected for a one-year term and two (2) Trustees shall be elected for a two-year term. The Trustees of the Board shall hold office until their respective successors have been duly elected and qualified, or until removed in the manner elsewhere provided. At any vote for membership of the Board, each Unit Owner, including the Sponsor, shall vote in accordance with the provisions herein. If at any meeting for election of membership to the Board more than twice the number of candidates to be elected at such meeting are nominated, then and in such event there shall be two ballots for membership. At the end of the first ballot, the field of nominees shall be reduced so that there are no more than twice as many candidates running as there are positions to be filled, with the persons receiving the fewest votes being eliminated. A second ballot shall be held, and on the
second ballot, the persons receiving the most votes will be
elected. If there are not more than twice the number of nominees
for the number of positions to be filled, then there shall be one
ballot, with the persons receiving the most votes being elected to
membership of the Board. If the candidates are being elected for
varying periods of years, the candidate polling the highest vote
will be considered elected for the longest period of years. After
the first annual meeting of the Unit Owners, succeeding annual
meetings shall be held during the same month of each succeeding
year. At each annual meeting, the Board shall be elected by ballot­
of the Unit Owners in accordance with these By-Laws.

Section 4. Removal of Members of the Board. At any
duly held regular or special meeting of the Unit Owners, any one or
more Trustees may be removed with or without cause by a majority of
the votes present, and a successor may then and there or thereafter
be elected to fill the vacancy thus created. Any Trustee whose
removal has been proposed shall be given an opportunity to be heard
at the meeting. This provision shall not apply to any of the four
original Trustees to be appointed by the Sponsor as set forth
herein, any of which Trustees may be removed for any reason by a
majority of the Board.

Section 5. Vacancies. Vacancies in the Board caused
by any reason other than the removal of a Trustee by a vote of the
Unit Owners of the Association shall be filled by a vote of a
majority of the remaining Trustees, including the Sponsor’s
appointees, at a special meeting of the Board held for that purpose
promptly after the occurrence of any such vacancy, even though the Trustees present at such meeting may constitute less than a quorum. Each person so elected shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor shall be elected. Notwithstanding the foregoing, until the first annual meeting of Unit Owners, Sponsor shall have the right to fill all vacancies on the Board by appointment.

Section 6. Meeting of the Board; Notice; Waiver of Notice. The first meeting of the Board following the first annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at their annual meeting and no notice shall be necessary. Thereafter, regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Trustees, but at least four meetings shall be held each year. Notice of regular meetings of the Board shall be given to each Trustee by telephone, mail, or telegram at least three (3) business days prior to the day of the meeting. Special meetings of the Board may be called by the President on three (3) business days notice to each Trustee given by mail or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or the Secretary in like manner and on like notice on the written request of at least three (3) Trustees. Any Trustee may, at any time, waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of notice. Actual
attendance by Trustees at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 7. Quorum and Adjourned Meetings. At all meetings of the Board, a majority of the Trustees shall constitute a quorum for the transaction of business and the votes of a majority of the Trustees present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Board there shall be less than a quorum present, the majority of those present shall adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice. The vote of a majority of those present at a Board meeting at which a quorum is present shall be necessary for valid action by the Board.

Section 8. Joinder in Meetings by Approval of Minutes. The transaction of any business at any meeting of the Board however called and notice or wherever held, shall be valid as though a meeting duly held after regular call and notice, if a quorum is present; or, if, either before or after the meeting, each Trustee signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minute thereof or of the resolution or act adopted at such meeting. All such waivers, consents or approval, shall be in writing and filed with the
Secretary and made a part of the minutes of the meeting even though filed subsequent thereto.

Section 9. **Non-Waiver.** All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board.

**ARTICLE V - POWERS AND DUTIES OF BOARD OF TRUSTEES**

Section 1. **General Powers and Privileges.** The Board shall have the following powers, herein granted or necessarily implied, all of which are hereby irrevocably delegated to the Board of Trustees of the Clinton Terrace Condominium Association. Nothing in this Article, however, shall impair any obligation in the Association other than as may be set forth in the Master Deed.

(a) Employ, by contract or otherwise, a manager, managing agent or an independent contractor, to oversee, supervise and follow out the responsibilities of the Board. Said manager or said independent contractor shall be compensated upon such terms as the Board deems necessary and proper.

(b) To employ any person, firm or corporation to repair, maintain and renovate all property owned, maintained or operated by the Association; to seed, sod, plant, transplant, prune, fertilize, water, cut, destroy, pull plants up or out, spray substances, put pesticides or
other chemical or biological agents in, under or above the grounds, grass, trees; to build, erect, repair, maintain, and renovate recreation facilities, roads, parkways, walkways, or paths, lay pipes, culverts; to bury utilities; to put up lights or poles; to erect signs and traffic and safety controls of various sorts; and

(c) Employ professional counsel and to obtain advice from persons, firms or corporations such as, but not limited to, landscape architects, recreation experts, architects, planners, biologists, lawyers and accountants; and

(d) To employ or contract for water and sewer, electricity and gas or other forms of utilities, cable or master antenna television, painting, building, repairing, renovating, remodeling; and

(e) To employ all managerial personnel necessary or enter into a managerial contract, for the efficient discharge of the duties of the Board hereunder, subject to restrictions named herein; and

(f) To adopt and amend the rules and regulations covering the details of the operation and use of the Common Elements and Limited Common Elements, if any; and

(g) Maintain businesslike relations with Unit Owners or occupants whose service requests shall be received, considered and recorded in systematic fashion, in order to show the action taken with respect to each.
As part of a continuing program, secure full performance by such Unit Owners or occupants of all such items and maintenance for which they are responsible; and

(h) Establish and enforce rules and regulations for parking by, and the assignment of parking spaces, Unit Owners, subject to the provisions of the Master Deed, Articles of Incorporation and these By-Laws; and

(i) Arrange for security protection as necessary; and

(j) Enforce obligations of the Unit Owners and do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, these By-Laws and any rules and regulations governing the Condominium or Unit Owners; and

(k) Prepare an annual budget and disseminate budget to all Association members and the Sponsor for review and comment prior to its approval and to maintain expenses within said budget. Approval of the budget shall require 75% of the Association’s vote.

Section 2. Non-Delegated Powers. All of the following powers may be exercised by the Board and shall not be delegated to any other entity:
(a) Borrow and repay monies giving notes, mortgages or other security upon such term or terms as it deems necessary; and

(b) Invest and reinvest monies; sue and be sued; collect interest, dividends, and capital gains; exercise rights; pay taxes; make and enter into contracts; enter into leases or concessions; make and execute any and all proper affidavits for various purposes; compromise any action without leave of court; and all other powers contained herein, and those necessary and incidental thereto. The Board shall exercise prudent and conservative strategies in the investment and reinvestment of monies. The Board shall have fiduciary responsibilities in the administration of all the Association funds; and

(c) Grant and obtain easements, licenses and other property rights with respect to lands included within the community known as "Clinton Terrace, a Condominium"

Section 3. Duties and Responsibilities. It shall be the affirmative and perpetual obligation and duty of the Board to perform the following, all of which are hereby irrevocably delegated to the Board of Trustees of the Clinton Terrace Condominium Association, Inc. except as may otherwise be expressly provided to the contrary herein or in the Master Deed or Articles of Incorporation:
(a) Cause the Common Elements and Limited Common Elements to be maintained according to accepted standards of general health, safety and welfare and as set forth in the Master Deed, including, but not limited to such maintenance, replacement, and repair work as may be necessary; and lawn maintenance and removal of any snow from walkways and driveways; and removal of snow from travelled ways; and

(b) To investigate, hire, pay, supervise and discharge the personnel necessary to be employed, and provide the equipment and materials necessary, in order to properly maintain the exterior and roofs of the aforesaid Units (excluding window glass) and to properly maintain and operate the Common and Limited Common Elements, if any. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Association; and

(c) Cause to be kept a complete record of all its acts and corporate affairs and to present a report thereof to the members at the annual meeting or at any special meeting when so requested in writing by members eligible to cast at least one-quarter (1/4) of the total votes eligible to be cast; and

(d) Allocate common surplus or make repairs, additions, improvements to, or restoration fo the Common Elements and Limited Common Elements (if any) in accordance with
the provisions of these By-Laws and the Master Deed after
damage or destruction by fire or other casualty, or as a
result of condemnation or eminent domain proceedings; and

(e) Take such action as may be necessary to comply
promptly with any and all orders or requirements
affecting the premises maintained by the Association
placed thereon by any federal, state, county or municipal
authority having jurisdiction thereover, and order of the
Board of Fire Underwriters or other similar bodies; and

(f) To place and keep in force all insurance coverage
required to be maintained by the Association, applicable to its
property and members including, but not limited to:

(1) Physical damage Insurance. Broad form insurance
against loss by fire and against loss by lightning, windstorm and
other risks normally included within extended coverage, insuring
all improvements existing on the Common Elements, together with any
Limited Common Elements appurtenant thereto, and covering the
interest of the Association, the Board, the Sponsor and all Unit
Owners and their mortgages as their interests may appear, in an
amount equal to the full replacement value of such improvements
without deduction for depreciation. Each policy shall contain a
standard mortgagee clause in favor of each mortgagee of a Unit,
which shall provide that the loss, if any, thereunder, shall be
payable to each mortgagee as its interests may appear. Prior to
obtaining any policy of fire insurance or any renewal thereof, the
Board shall obtain an appraisal of the full replacement value of
the Units and Common Elements and the improvements located thereon, without deduction for depreciation, for the purposes of determining the amount of fire insurance to be effected pursuant to this Section.

(2) Liability Insurance. To the extent obtainable, public liability insurance for personal injury and death from accidents occurring with in the Common Elements and Limited Common Elements, and the defense of any actions brought by reason of any injury or death of a person or damage to property, occurring within such Elements, and not arising by reason of any act or negligence of any individual member. Said insurance shall be in such limits as the Board may, from time to time, determine, covering each member of the Board, the managing agent, the manager, and each member, and shall also cover cross liability claims of one insured against another. The Board shall review such limits one a year.

(3) Workers’ Compensation Insurance. As required by law.

(4) Other Insurance. Such other insurance as the Board may determine.

All policies shall: (i) provide that adjustment of loss shall be made by the Board of Trustees with the approval of the Insurance Trustee, and that the net proceeds thereof, if $5,000.00 or less shall be payable to the Board, and if more than $5,000.00 shall be payable to the Insurance Trustee; (ii) require that the proceeds of physical damage insurance be applied to the restoration of such Common Elements and structural portions is required by the Master
Deed and these By-Laws; (iii) to the extent obtainable contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured; and (iv) provide that such policies may not be canceled without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Unit Owners. Owners shall not be prohibited from carrying insurance for their own benefit provided that all such policies shall contain waivers of subrogation; and, further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner; and

(g) Appoint an Insurance Trustee, who shall not be a member of the Association, an employee of the Sponsor, or the manager, who shall discharge his duties in accordance with these By-Laws.

ARTICLE VI - FISCAL MANAGEMENT

Section 1. Common Receipts. The Board shall have the duty to collect from each Unit Owner, his, her, or their heirs, administrators, successors and assigns, as "Common Receipts", a proportionate part of the Common expenses assessed against such Unit Owner as provided in the Master Deed, the Articles of Incorporation, these By-Laws, and in accordance with applicable law.

Section 2. Determination of Common Expenses. The amount of monies for Common Expenses deemed necessary by the Board and the
manner of expenditure thereof, including but not limited to, the allocation hereof, shall be a matter for the sole discretion of the Board.

Section 3. Disbursements. The Board shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by the Master Deed, Articles of Incorporation, these By-Laws and applicable law.

Section 4. Depositories. The depository of the Association shall be such a bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such parties as are authorized by the Board, provided that a management agreement may include among its provisions authority for the payment of the obligations of the Association, if the proper fidelity bond is furnished to the Association.

Section 5. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, or to additional improvements, or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessment for
current expenses for the succeeding year, or may be disbursed to the membership as the Trustees shall determine.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserves for replacement, which shall include funds for repair or replacement of Common Elements or other facilities of the Association required because of damage, depreciation or obsolescence, and which shall be allocated among each of the separate categories of replacement items.

(d) Operations, which shall include any gross revenues from the use of the Common Elements or from any other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation or otherwise shall be used to reduce the assessments for current expenses for the year during the one in which the surplus is realized, or at the discretion of the Board, in the discretion of the Board, in the year following the one in which the surplus is realized. Losses from operations or otherwise shall be met by special assessments against Unit Owners, which assessments may be made in advance in order to provide a working fund.

Section 6. Reserves. The Board shall not be obligated to expend all of the revenues collected in any accounting period, and must maintain reasonable reserves for, among other things, repairs, replacements, emergencies, contingencies of bad weather or
uncollected accounts. Notwithstanding anything herein to the contrary, the Board in its determination of the Common expenses and the preparation of a budget shall specifically designate and identify what portion of the Common Expenses to be assessed against the unit Owners is allocable to reserves for repair and improvement of and to said Property. The amounts thus assessed and collected shall however, be kept in interest bearing savings accounts, appropriately earmarked for such category. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of its function.

Section 7. Exemption from Payment of Reserves. Anything to the contrary herein notwithstanding, neither Sponsor nor any holder of an institutional mortgage on any Unit shall be required to contribute or pay any sum for reserves of any kind, whether by way of regular or special assessments or otherwise. Further, this provisions may not be amended without the written consent of the Sponsor and that of every holder of an institutional mortgage on any Unit.

Section 8. Notice. The Board shall give notice to each Unit Owner, it writing, and to any Unit mortgagee who requires same, of the amount estimated by the Board for Common Expenses for the management and operation of the Association for the next ensuing period, directed to the Unit Owner by ordinary mail, or by hand delivery. Said notice shall be conclusively presumed to have been delivered five (5) days after deposit in the United States
mails. If an annual Common Expense assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual Common Expense assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, provided, that nothing herein shall serve to prohibit or prevent the board from imposing a lump sum assessment in the case of any immediate need or emergency which cannot be met by reserve funds earmarked for such contingency.

Section 9. Acceleration of Assessment Installment Upon Default. If a Unit Owner shall be in default in the payment of an installment upon a Common Expense assessment, the Board may accelerate the remaining installments of the assessment upon notice to the Unit Owner, and the then-unpaid balance of the common Expense assessment shall come due upon the date stated in the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. If such default shall continue for a period of thirty (30) days, then the Board shall have the option to (i) accelerate the remaining installments of the assessment, (ii) file a lien for such accelerated assessment as permitted by the Condominium Act; and (iii) notify the mortgagee of the Unit affected by such default. If said default continues for period of 180 days, then the Board shall have the duty to foreclose the
foregoing lien pursuant to law and/or to commence a suit against
the appropriate parties to collect said assessment.

Section 10. Interest and Counsel Fees. The Board at its
option shall have the right in connection with the collection of
any Common Expense assessment, or other charge, to impose an
interest or late charge at the legal maximum if such payment is
made after a date certain stated in such notice. In the event that
the Board shall effectuate collection of said charges by resort to
counsel, the Board may add to the aforesaid charge or charges a sum
or sums of twenty (20%) percent of the gross amount due as counsel
fees, in addition to such costs allowable by law.

Section 11. Power of Attorney to Mortgagee. In the
event the Board shall not cause the enforcement procedures provided
in Section 9 above to be implemented within the time provided, the
first mortgagee of any Unit as to which there shall be such unpaid
assessments is hereby irrevocably granted a power of attorney to
commence such actions and to do such things, all in the name of the
Association. The said power of attorney is expressly stipulated to
be coupled with an interest in the subject matter. The Association
shall pay to such mortgagee all reasonable expenses which may be
incurred by such mortgagee in furtherance of the exercise of the
powers herein granted to such mortgagee as above provided.

Section 12. Examination of Books. Each Unit Owner shall
be permitted to examine the books of account of the Board at a
reasonable time on business days; provided, however, that the
Treasurer has been given at least five (5) days prior written notice of the Unit Owner’s desire to make such an examination.

Section 13. Fidelity Bonds. Fidelity bonds shall be required by the Board from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Trustees. The premiums on such bonds shall be paid by the Association.

Section 14. Annual Audit. The Board shall submit the books, records, and memoranda to an annual audit, to be performed by an independent public accountant.

Section 15. Working Capital. The Board shall require from all Unit Buyers at time of closing a non-refundable, non-transferable contribution to the Condominium Association in an amount equal to 2/12 of the estimated annual common charges for the subject Unit, at the time of purchase, to be used by the Association at its discretion. Said charge shall not be paid by the Sponsor in the event Sponsor exercises its option to purchase a Unit as permitted in the Master Deed.

ARTICLE VII - OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice-President, both of whom shall be members of the Board, a Secretary and a Treasurer. The Board may also appoint such other Assistant Treasurers and Assistant Secretaries as in their judgment may be necessary. Any two (2) offices, except that of President and Secretary, may be held by one person.
Section 2. Election of Officers. The officers of the Association shall be elected annually by the Association at the regular annual meetings. At the first annual meeting the Sponsor shall appoint the officers, who shall serve the Association until the time of the first regular annual meeting. Following the first regular annual meeting, officers shall hold office for a one (1) year term.

Section 3. Removal of Officers. Upon an affirmative vote of two-thirds majority of the Unit Owners, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Association, or at any special meeting of the Association called for such purpose.

Section 4. Duties and Responsibilities of Officers.

(a) The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other Trustee to so do on an interim basis. The Vice-President shall
also perform such other duties as shall from time to time be imposed upon him by the Board.

(c) The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the members of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

(d) The Treasurer shall have the responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the same, and to the credit of the Association in such depositories as may from time to time be authorized by the Board.

Section 5. Other Duties and Powers. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

Section 6. Eligibility of Trustees. Nothing herein contained shall prohibit a Trustee from being an officer.

ARTICLE VII - COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS AND TRUSTEES

Section 1. Compensation. No compensation shall be paid to the President or the vice-President or any Trustee for acting as such Officer or Trustee. The Secretary and/or Treasurer may be compensated for their services if the Board determines that such compensation is appropriate. Nothing herein stated shall prevent
any Officer or Trustee from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association.

Section 2. Indemnification. Each Trustee and Officer of the Association, and their delegees, shall be indemnified by the Association against the actual amount of net loss including counsel fees, reasonably incurred by or imposed upon him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Trustee or Officer of the Association, or delegee, except as to matters as to which he shall be finally bound in such action to be liable for gross negligence or willful misconduct. In the event of a settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct.

Section 3. Exculpability. Unless acting in bad faith neither the Board as a body nor any Trustee nor any Officer of the Association, nor the delegees of any of them, shall be personally liable to any Unit Owner in any respect for any action or lack of action arising out of the execution of his office. Each Unit Owner shall be bound by the good faith actions of the Board and Officers of the Association, or their delegees, in the execution of the duties of said Trustees and Officers.
ARTICLE IX - ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION

Whenever, in the judgment of the Board, the General Common Elements require improvements costing in excess of $5,000.00, said improvements shall not be made unless they have been approved by a majority of votes of the Unit Owners at a meeting at which a quorum is present. When said approval has been obtained, all Unit Owners shall be assessed for the cost thereof as a Common Expense. In the event of any emergency which could cause damage to any Building or parts thereof, the Board may expend sums in excess of $5,000.00 to protect the said Building or part(s) and the judgment of the Board shall be final.

ARTICLE X - ENFORCEMENT

Section 1. Enforcement. The Association shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

Section 2. Fines. The Association shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any rule or regulation or use restriction contained in the Master Deed or By-Laws, except that no fine may be levied for more than
$25.00 for any one (1) violation, but for each day a violation continues after notice, it shall be considered a separate violation. Collection of the fines may be enforced against any Unit owner(s) involved as if the fine were a Common Expense owed by the particular Unit Owner(s)

Section J. Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XI - AMENDMENTS

Subject to the restrictions noted herein, these By-Laws, or any of them, may be altered or repealed, or new By-Laws may be made, at any meeting of the Association duly constituted for such purpose, and previous to which written notice to members of the exact language of the amendment or of the repeal shall have been sent, a quorum being present, by an affirmative vote of Seventy-five (75%) percent of the votes entitled to be cast in person or by proxy, except that (i) the first annual meeting may not be advanced, (ii) the first Board (including replacements in case of vacancies) may not be enlarged or removed, (iii) the obligation or the proportionate responsibility for the payment of Common Expenses with respect to Units or the common Elements may not be changed by reason of any such amendment or repeal, and (iv) The Housing Development Corporation of Bergen County shall not be
removed as a voting member of the Association or as a permanent member of the Board of Trustees.

ARTICLE XII - CONFLICT; INVALIDITY

Section 1. Conflict. Anything to the contrary herein notwithstanding, if any provision of this Instrument is in conflict with or contradiction of the Master Deed, or with the requirements of any law, then the requirements of said Master Deed or law shall be deemed controlling.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability or affect the balance of the by-Laws.

ARTICLE XIII - NOTICE

Any notice required to be sent to any member under the provisions of the Master Deed or Articles of Incorporation or these By-Laws shall be deemed to have been properly sent and notice thereby given, when mailed, by regular post with postage prepaid, addressed to the Unit Owner.

ARTICLE XIV - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Clinton Terrace Condominium Association, Inc."
ARTICLES OF INCORPORATION
FOR
CLINTON TERRACE CONDOMINIUM ASSOCIATION, INC.

In compliance with the requirements of N.J.S.A. 15A:1-1, et seq., the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a nonprofit corporation, and do hereby certify:

ARTICLE I
NAME
The name of the Corporation is CLINTON TERRACE CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II
PRINCIPAL OFFICE
The principal office of the Association is located at 21 Main Street, Room 307W, Hackensack, New Jersey 07601.

ARTICLE III
REGISTERED AGENT
Jack R. D'Ambrosio, Jr., whose address is 21 Main Street, Room 307W, Hackensack, New Jersey 07601, is hereby appointed the initial registered agent of this Association.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION
This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which
it is formed are to provide for the maintenance, preservation and control of the common elements and limited common elements within that certain tract of property described in Exhibit A of a certain Master Deed entitled "Clinton Terrace, A Condominium", recorded or intended to be recorded in the Office of the Clerk of Bergen County, and to promote the health, safety and welfare of the residents within the above described property and for these purposes:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Deed, as same are applicable to the property described therein in Exhibit A annexed thereto, or to additional property within the tract described in the aforesaid Exhibit A which may now or hereafter be acquired by the Association, its successors and assigns, and as that certain Master Deed may be amended from time to time as therein provided, said Master Deed being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of said Master Deed and the By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the New Jersey Nonprofit Corporation Law by law may now or hereafter have or exercise.

**ARTICLE V**

**INCORPORATORS**

The names and address of the incorporators of the Association are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack R. D'Ambrosio, Jr.</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Patricia DiCostanzo</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Eugene Fagnano</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Alfred Malagiere</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Lois E. Marshall</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Eleanore Pettersen</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>David C. Russo</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
</tbody>
</table>
ARTICLE VI

BOARD OF TRUSTEES

The property, affairs and business of the Association shall be managed by a Board of Trustees; who need not be members of the Association. The term of office and method of election shall be as provided in the Master Deed and By-Laws of the Association. The number of Trustees may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act as Trustees until the selection of their successors are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack R. D'Ambrisio, Jr.</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
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</tr>
<tr>
<td>David C. Russo</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
</tbody>
</table>

ARTICLE VII

MEMBERSHIP

Every person or entity, individually or collectively, who is a record owner of a fee interest in any Condominium Unit shall be a member of the Association. Upon termination of the interest of the Unit Owner, such membership shall automatically terminate and shall be transferred and shall inure to the new Unit Owner. The Trustees of the Housing Development Corporation of Bergen County (HDCBC) or their designee, shall collectively constitute a further additional and permanent member of the Association.
The initial membership of the Association, however, shall be composed of three (3) persons who need not be unit owners. The names and addresses of the persons who shall constitute the initial membership are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alfred Malagiere</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Jack R. D’Ambrosio, Jr.</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Housing Development Corporation of Bergen County</td>
<td>21 Main Street Rm 307W Hackensack, NJ 07601</td>
</tr>
</tbody>
</table>

Upon sale of seventy-five (75%) percent of the units within the condominium, Alfred Malagiere and Jack R. D’Ambrosio, Jr. shall automatically cease to be members of the Association.

ARTICLE VIII

DURATION

The Corporation shall exist perpetually.

ARTICLE IX

ANNEXATION OF ADDITIONAL PROPERTIES

Additional properties may be annexed to the property subject to the terms and conditions of the Master Deed, By-Laws of this Association and rules and regulations promulgated thereunder, and all such additional properties shall be governed thereby.

ARTICLE X

DISTRIBUTION OF ASSETS

Upon dissolution, the assets of the Association shall be distributed in accordance with each unit’s appurtenant percentage interest in the Common Elements of the Condominium.
ARTICLE XI
AMENDMENTS

Amendments of these Articles shall require the written assent of seventy-five (75%) percent of all Association members.

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 5th day of December, 1995.

Eugene Fagnano
Alfred Malagiere
Patricia DiCostanzo
Lois E. Marshall
Eleanore Pettersen
David C. Russo

STATE OF NEW JERSEY)
COUNTY OF BERGEN)

BE IT REMEMBERED, that on this 5th day of December, 1995, before me, the subscriber, an Notary Public of the State of New Jersey, personally appeared, Jack R. D'Ambrosio, Jr., Patricia DiCostanzo, Eugene Fagnano, Alfred Malagiere, Lois E. Marshall, Eleanore Pettersen and David C. Russo, who, I am satisfied, are the
who, I am satisfied, are the persons named in and who executed the within instrument, and thereupon they acknowledge that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

LILIAN E. CHUNG
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 12, 1986

Notary Public of New Jersey
My Commission Expires:
EXHIBIT G

SCHEDULE OF UNDIVIDED PERCENTAGE INTEREST IN COMMON ELEMENTS

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100.0000% (Rounded)
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<tr>
<th>Location</th>
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<th>Category</th>
<th>Detail</th>
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<th>By the Unit Owners</th>
<th>By Others</th>
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<td>Electrical Components</td>
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<td>Electrical Components</td>
<td>Switches &amp; Receptacles</td>
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<td>Electrical Components</td>
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<td>Water Pipes Upstream of Chm Box to Public Street</td>
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<td>Water Piping between Chm Box and Foundation</td>
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<td>Gas Piping Between Meter And Unit</td>
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<td>All Gas and Water Piping And Valving Within Servicing Unit</td>
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<td>Misc. Wiring - Serving Unit</td>
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<td>Building Servicing Unit</td>
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### DIVISION OF MAINTENANCE/REPAIR/REPLACEMENT RESPONSIBILITIES

**CLINTON TERRACE CONDOMINIUM ASSOCIATION**

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<td>Exhaust Ducts &amp; Vents</td>
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<td>Sidewalk, Roadway, Site</td>
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*initially provided by Sponsor*
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<th>By Others</th>
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<td>Interior Doors</td>
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<td>Surface Finish</td>
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<td></td>
<td>Surface Finish</td>
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<td>Location</td>
<td>Category</td>
<td>Detail</td>
<td>By the Association</td>
<td>By the Unit Owner</td>
<td>By Others</td>
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<td>--------------------</td>
<td>------------------</td>
<td>-----------</td>
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<td>Interior</td>
<td>WINDCGS</td>
<td>Windows (Complete, w/ frame, hinges, tracks)</td>
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<td>Decorative coverings</td>
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<td>Inside Screens</td>
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<td>Surface Finish</td>
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<td>GLASS</td>
<td>All Breakages</td>
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</table>

**PATIO - DECK**

| Flooring & Structure |                  |                  |

(1) Where the Letter 'T' is shown, it indicates that certain exceptions apply as follows:

EL - light bulbs for fixtures attached to unit

EM - limited common elements; responsibilities as per Master Deed

EM - All surfaces directly facing exterior of unit, including door, panel, back, trim and skills, are unit components under Association responsibility, except for the door bell, locks, letters, hinges and routine cleaning which are the unit owner's responsibilities.

EM - All exterior portions in all regards, including frame, trim, tracks and hinges, are unit components under Association responsibility, except for routine cleaning, and weather-stripping and broken glass replacement which are the unit owner's responsibilities.
APPENDIX P.2.
CREDITING DOCUMENTATION FOR EXISTING PRIOR CYCLE UNITS
<table>
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<th>Document Type:</th>
<th>NON ABSTRACTED DEED</th>
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<td>Document Page Count</td>
<td>35</td>
</tr>
<tr>
<td>Operator Id:</td>
<td>CLERK</td>
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**RETURN TO:**
VESTED LAND SERVICES L.L.C.
165 PASSAIC AVE. SUITE 101
FAIRFIELD NJ 07004
ERECORDED

**SUBMITTED BY:**
Vested Land Services L.L.C.
(973) 808-6130

**PRIMARY NAME**
HOUSING AND URBAN DEVELOPMENT

**SECONDARY NAME**
HACKENSACK HOUSING AUTHORITY

**ADDITIONAL PRIMARY NAMES**
UNITED STATES OF AMERICA
HACKENSACK HOUSING AUTHORITY
HACKENSACK CITY OF

**ADDITIONAL SECONDARY NAMES**
HACKENSACK CITY OF
HOUSING AND URBAN DEVELOPMENT
UNITED STATES OF AMERICA

**MARGINAL REFERENCES:**

**DOCUMENT DATE:** 07/14/2017
**MUNICIPALITY:** HACKENSACK

**FEES / TAXES:**
- Recording Fee: NON ABSTRACTED DEED $30.00
- Additional Pages Fee $340.00
- Homeless Trust Fund - Bergen County $3.00
- **Total:** $373.00

**INSTRUMENT #: 17-055764.09**
**Recorded Date:** 07/25/2017 03:39:25 PM

I hereby CERTIFY that this document is recorded in the Clerk's Office in Bergen County, New Jersey.

John S. Hogan
Bergen County Clerk

Recording Fees: $373.00
Realty Transfer Tax Fees: $0.00
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2577-0276), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3620. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This Rental Assistance Demonstration Use Agreement (hereinafter called the “Agreement”) made the 4th day of July, 2017, by and between the United States of America, Secretary of Housing and Urban Development (hereinafter called “HUD”), and the Housing Authority of the City of Hackensack, Owner, (hereinafter called the “Owner”), provides as follows:

Whereas, Rental Assistance Demonstration (hereinafter called “RAD”) provides the opportunity to test the conversion of public housing and other HUD-assisted properties to long-term, project-based Section 8 rental assistance to achieve certain goals, including the preservation and improvement of these properties through access by Owners to private debt and equity to address immediate and long-term capital needs.

Whereas, Projects funded under the public housing programs may under RAD convert their assistance to long-term, project-based Section 8 rental assistance contracts. Under this component of RAD, Owners may choose between two forms of Section 8 Housing Assistance Payment (HAP) contracts: project-based vouchers (PBVs) or project-based rental assistance (PBRA). No incremental funds are authorized for this component. Owners will convert their assistance at current subsidy levels.

Whereas, Projects shall have a RAD Use Agreement that will be recorded superior to other liens on the property, run for the same term as the initial term of the HAP contract, and remain in effect even in the case of abatement or termination of the HAP contract (for the term the HAP contract would have run, absent the abatement or termination).

Whereas, HUD has approved the conversion of the “Projects” identified as ORATAM COURT (BARCELONA COURT and DIZENZO COURT) and covering real property as described in Exhibit “A” attached hereto; that this approval is evidenced by and through the terms of the RAD Conversion Commitment as described in Exhibit “B” attached hereto; and that was previously subject to three public housing Declarations of Trust: (i) a Declaration of Trust dated as of October 26, 1959 and recorded in the Bergen County Clerk’s Office in Deed Book 4078, Page 95, as amended by that Amendment to such Declaration of Trust dated as of December 10, 1981 and recorded the Bergen County Clerk’s Office in Deed Book 6667, Page 721, (ii) a Declaration of Trust dated as of November 19, 1991 and recorded in the Bergen County Clerk’s Office in Deed Book 7482, Page 502, and (iii) a Declaration of Trust dated as of May 11, 1999 and recorded in the Bergen County Clerk’s Office in Deed Book 7303, Page 675; and such public housing Declarations of Trust were released through execution of respective Releases of Declarations of Trust on July 14, 2017, which Releases are being recorded in the Recorder’s Office of Bergen County simultaneously herewith.

Whereas, pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011) and the corresponding PIH Notice 2012-32 published on July 26, 2012 (hereinafter called the “RAD Notice”), which this Use Agreement incorporates, in exchange for HUD’s agreement to permit this conversion to PBVs or PBRA, the Owner has agreed to continue to operate the assisted PBV or PBRA units only as rental housing for the initial term, and such renewal term of the HAP Contract, unless otherwise approved by HUD:

Vested Land Services, LLC
165 Passaic Ave. Ste 101
Fairfield, NJ 07004

Page 1 of 6
Form HUD- 52625
Definitions. All terms used in this Agreement have the same meaning as set forth in the definitions in RAD Notice.

Term. The initial term shall be twenty years. Unless otherwise approved by HUD, this Agreement shall remain in effect through the initial term, and for an additional period to coincide with any renewal term of the HAP Contract. This Agreement will survive HAP abatement or termination of the HAP Contract unless otherwise approved by HUD.

Use Restriction and Tenant Incomes. The HAP-assisted units within these Projects shall be used solely as rental housing for tenants meeting the eligibility and income-targeting requirements under the HAP Contract. In the case that the HAP Contract is terminated (due to, e.g.: breach, or non-compliance), new tenants must have incomes at or below 80 percent of the average median income (AMI) at the time of admission for the remainder of the term of the Agreement, applicable to all units previously covered under the HAP contract. Additionally, rents must not exceed 30% of 80% of median income for an appropriate sized unit. Notwithstanding the foregoing, in the event the Owner is able to demonstrate to HUD’s satisfaction that despite the Owner’s good faith and diligent efforts to do so, the Owner is unable either (1) to rent a sufficient percentage of Units to Low Income Tenants or Very Low Income Tenants in order to satisfy the restrictions in this paragraph, or (2) to otherwise provide for the financial viability of the Projects; HUD may, in its sole discretion, agree to reduce the percentage of units subject to the restriction under this paragraph or otherwise modify this restriction in a manner acceptable to the Owner and HUD. Any such modification of the restrictions listed in this paragraph shall be evidenced by a written amendment to this Agreement executed by each of the parties hereto.

Subordination. Any mortgage liens will be subject to this Agreement. This Agreement will survive foreclosure and bankruptcy.

Fair Housing and Civil Rights Requirements. Compliance with all applicable fair housing and civil rights regulations including the obligation to affirmatively further fair housing and the site selection and neighborhood standards requirements set forth in 24 CFR §§ 1.4(b)(3) and 941.202, as applicable, is required.

Federal Accessibility Requirements. Compliance with all applicable federal accessibility requirements under the Fair Housing Act and implementing regulations at 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8, and Titles II and III of the Americans with Disabilities Act and implementing regulations at 28 CFR Parts 35 and 36, respectively, is required.

Transfer of the Agreement. HUD has been granted and is possessed of an interest in the above described Projects such that the Owner shall remain seized of the title to said Projects and refrain from transferring, conveying, encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said Projects or any part thereof without the release of said covenants by HUD. The Owner has constituted HUD as its attorney-in-fact to transfer PBV or PBRA assistance to another entity in the event of default under the HAP Contract. With HUD approval, after 10 years from the effective date of the initial term of the HAP Contract, if the Projects are economically non-viable or physically obsolete, assistance may be transferred subject to this Agreement. Any such new Owner shall assume the obligations under this Agreement as a condition of any transfer. This Agreement shall be binding upon the Owner and all future successors and assigns until released by HUD.

Release. The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the Owner of any real or personal property which is determined to be excess to the needs of the Projects, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying an interest therein, or (4) upon any instrument of release made by the Owner of the assisted PBV or PBRA units shall be effective to release such property from the restrictive covenants hereby created.

Enforcement. In the event of a breach or threatened breach of any of the provisions of this Agreement, any eligible tenant or applicant for occupancy within the Projects, or the Secretary or his or her successors or delegates, may institute proper legal action to enforce performance of such provisions, to enjoin any acts in violation of such provisions, to recover whatever damages can be proven, and/or to obtain whatever other relief may be appropriate.

Severability. The invalidity, in whole or in part, of any of the provisions set forth in this Agreement shall not affect or invalidate any remaining provisions.

Impairment of HAP Contract. The terms and provisions of this Agreement shall remain in full force and effect except as expressly modified herein. Any conflicts between this Agreement and the HAP Contract shall be conclusively resolved by the Secretary.

Execution of Other Agreements. The Owner agrees that it has not and will not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other conflicting requirements.

Subsequent Statutory Amendments. If revisions to the provisions of this Agreement are necessitated by subsequent statutory amendments, the Owner agrees to execute modifications to this Agreement that are needed to conform to the statutory amendments. In the alternative, at HUD’s option, HUD may implement any such statutory amendment through rulemaking.

Negotiation. This Agreement is not subject to negotiation by the Owner or any lender.

See Rider relating to Foreclosure, attached hereto and made a part of hereof.
In witness whereof, HUD and the Owner thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 25th day of June 2017.

HUD Attest:

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Signature]

By: Thomas R. Davis
Director, Office of Recapitalization

WASHINGTON )
DISTRICT OF COLUMBIA )

Before me, [Name of Notary Public], a Notary Public in and for said District, on this 25th day of June, 2017, personally appeared Thomas R. Davis, who is personally known to me to be an Authorized Agent for the Secretary of the United States Department of Housing and Urban Development, and the person who executed the foregoing instrument by virtue of the authority vested in him and did acknowledge the signing thereof to be a free and voluntary act and done on behalf of the Secretary of Housing and Urban Development for the uses, purposes and considerations therein set forth.

Witness my hand and official seal this 25th day of June, 2017.

[Signature]
(Notary Public)

[SEAL]
Owner Attest:
Housing Authority of the City of Hackensack

By: Anthony Ferronzo

Title: Executive Director

Date: July 13, 2017

State of New Jersey
County of Bergen

Before me, Alexandra Gastulo, a Notary Public in and for said county and State, on this 13th Day of July, 2017, personally appeared Anthony Ferronzo, who proved to me on the basis of satisfactory evidence to be the Executive Director of the Housing Authority of the City of Hackensack, and the person who executed the foregoing instrument by virtue of the authority vested in him by, and I having first made known to him the contents thereof, he did acknowledge the signing thereof to be a free and voluntary act and done on behalf of, the Housing Authority of the City of Hackensack for the uses, purposes and considerations therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Alexandra Gastulo  
(Notary Public)

My commission expires February 9, 2023.

ALEXANDRA GASTULO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 2/9/2023
EXHIBIT A – Property Subject to this RAD Use Agreement

[169 RAILROAD AVENUE A/K/A 175 RAILROAD AVENUE, HACKENSACK, NJ AND
164 BEECH STREET, HACKENSACK, NJ; LOT 21, BLOCK 231]

ALL that certain lot, piece or parcel of land, situate, lying and being in the municipality of City of Hackensack, in the County of Bergen, State of New Jersey:

BEGINNING at the intersection formed by the westerly line of Railroad Avenue (50 foot wide R.O.W.) with the northerly line of Beech Street (60 foot wide R.O.W.), and running; thence

1. Along the northerly line of Beech Street, North 62 degrees 18 minutes 00 seconds West 231.10 feet to a point; thence

2. North 31 degrees 40 minutes 00 seconds East 148.80 feet to a point; thence

3. North 35 degrees 54 minutes 00 seconds East 153.00 feet to a point; thence

4. South 61 degrees 33 minutes 05 seconds East 214.85 feet to a point in the westerly line of Railroad Avenue; thence

5. Along the westerly line of Railroad Avenue, South 30 degrees 45 minutes 00 seconds West 295.49 feet to the point and place of BEGINNING.

The above description is drawn in accordance with a survey made by GB Engineering, LLC dated October 6, 2016.

FOR INFORMATION PURPOSES ONLY: BEING known as 169 Railroad Avenue a/k/a 175 Railroad Avenue, Hackensack, New Jersey, and 164 Beech Street, Hackensack, New Jersey, Tax Lot 21 in Tax Block 231 on the Official Tax Map of the City of Hackensack, NJ.
EXHIBIT B – RAD Conversion Commitment
Rental Assistance Demonstration (RAD) Conversion Commitment (Public Housing; First Component)

Complete each box; even if information is duplicative

<table>
<thead>
<tr>
<th>Proposed Name and Address of Covered Project:</th>
<th>Proposed Project Owner:</th>
<th>Proposed Project Owner Notice Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORATAM CT Scattered Sites Hackensack, NJ 07601</td>
<td>Hackensack Housing Authority <a href="mailto:tony@hackensackhousing.org">tony@hackensackhousing.org</a></td>
<td>65 1st Street Hackensack, NJ 07601-2027</td>
</tr>
</tbody>
</table>

Project Owner is controlled by:  
- [ ] Public body  
- [ ] Non-profit  
- [ ] For-profit (in LIHTC entity)

<table>
<thead>
<tr>
<th>Existing Name and Address of Converting Project:</th>
<th>PHA:</th>
<th>PHA Notice Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORATAM CT Scattered Sites Hackensack, NJ 07601</td>
<td>Hackensack Housing Authority</td>
<td>65 1st Street Hackensack, NJ 07601-2027</td>
</tr>
</tbody>
</table>

Contact phone/email: tony@hackensackhousing.org  
PHA is an MTW agency:  
- [ ] Yes  
- [ ] No

Dwelling Units in Covered Project (specify total # of dwelling units, and # of RAD, non-RAD income restricted, market, and manager units):  
- Total Units: 504  
- RAD Units: 504  
- LIHTC Units: 0  
- Market Units: 0  
- Other Affid Units: 0

PIH Information Center (PIC) removal application number (aka Demolition-Disposition Application Number (DDA##)):  
DDA0007510, DDA0007509

<table>
<thead>
<tr>
<th>Converting Project PIC Number(s) (for all items to the right in this row, list date by each AMP # in the cells below):</th>
<th># of units converting to RAD to be removed from each AMP:</th>
<th># of non-converting units to be removed from each AMP (e.g., due to a de minimis reduction):</th>
<th>Total # of units to be removed from each AMP (sum of two middle columns):</th>
</tr>
</thead>
<tbody>
<tr>
<td>NJ20000000101</td>
<td>184</td>
<td>0</td>
<td>194</td>
</tr>
<tr>
<td>NJ20000000102</td>
<td>310</td>
<td>0</td>
<td>310</td>
</tr>
</tbody>
</table>

☐ Project-Based Rental Assistance (PBRA)  
☒ Project-Based Vouchers (PBV).  
If PBV, list HAP Contract Administrator (PHA or another housing authority): Edgewater Housing Authority  
Number of HAP Contracts and Term length of each HAP Contract:  
- 20 years

Reserve Fund for Replacements  
Amount of Total Monthly Deposit to Replacement Reserve upon the completion of the Work for all units, including RAD and non-RAD units: $7,500.00

HUD Form - 52624
## Key features of Covered Project:

### General:
- [ ] Ground lease
- [ ] Transfer of Assistance
- [ ] Scattered-site project
- [ ] Major non-dwelling assets (e.g., free-standing buildings, community or commercial facilities of significant unimproved value) (explain below).
- [ ] Existing included in the PIC removal application listed on page 1
- [ ] To be added to the Covered Project
- [ ] PHA’s sole project or, together with substantially concurrent conversions, the PHA’s last public housing project to convert

### Inter-Related Projects:
- [ ] Multi-phase conversion
- [ ] Converting Project is adjacent to public housing units within the same AMP that are not converting (not a full conversion of a contiguous project)
- [ ] Rent Bundling
  - [ ] This is a donor property
  - [ ] This is a recipient property (identify below the associated properties in the rent bundling arrangement and when the other projects have/are expected to close)
- [ ] Conversion is part of a series of interrelated transactions other than multi-phase, partial conversion or rent-bundled transactions (explain below).

### Construction:
- [ ] Demolition of current public housing units
- [ ] New Construction. If new construction, is HAP contract to be entered into:
  - [ ] at Closing, or
  - [ ] upon construction completion

### Relocation:
- [ ] Tenants will be relocated for >12 months
- [ ] Tenants will be relocated for ≤12 months
- [ ] No relocation anticipated

### Financing:
- [ ] FHA-Insured financing anticipated
- [ ] If so, date of Firm Commitment:
- [ ] Low-Income Housing Tax Credits anticipated
- [ ] Date of any allocating agency closing deadlines:
- [ ] Conventional financing anticipated
- [ ] No new FHA-Insured, LIHTC or conventional financing
- [ ] Existing debt, such as PFC, CFFP, OPFP or existing mixed-finance debt (list below the type of debt, whether it will remain outstanding post-conversion and, if not, whether it will be paid off prior to or at closing)
- [ ] Public housing funds in Sources and Uses

### Unit Configurations:
- [ ] Reduction in units. If checked, 0__ (9) units reduced based on the following authority:
- [ ] De minimis associated with this transaction (9 or 0__ units)
- [ ] De minimis associated with another transaction (9 or 0__ units) (explain below)
- [ ] Other (explain below)
- [ ] Change in unit configuration (explain below)

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If additional information is necessary to clarify the features above and/or if there are other important features of the Transaction not described above, such additional information may be listed here:

This is a ‘many-to-one’ conversion of two separate AMPS. In addition, this conversion covers two separate occupancy types, e.g., AMP 1 - Oramam Court has two family designated sites and AMP 2 - William B. Widnall has several elderly designated sites:

### RAD Rehab Assistance Payments:
- Not Applicable

### Choice Mobility:
- [ ] Project Owner will comply with RAD Choice Mobility practices.
- [ ] Project Owner is exempt from implementing the RAD Choice Mobility practices with respect to the RAD units in the Covered Project.

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HUD Form 52624
This commitment ("Commitment") to participate in the Rental Assistance Demonstration ("RAD") and convert the assistance of the Converting Project named in the above table is entered into by and among Hackensack Housing Authority, a public housing authority organized and existing under the laws of New Jersey ("PHA"); Hackensack Housing Authority, a public housing authority organized and existing under the laws of New Jersey ("Project Owner"); and the United States Department of Housing and Urban Development, acting by and through the Secretary, his or her successors, assigns or designates ("HUD"), as of the date executed by HUD below. If the PHA is to be the owner of the Covered Project, the PHA shall also be identified as the Project Owner.

TERMS AND CONDITIONS:

1. Applicable HUD Regulations and Requirements. By converting assistance and entering into the Closing Documents contemplated in this Commitment, the PHA and Project Owner agree, each as and to the extent applicable, to operate the Covered Project in accordance with all applicable law, including without limitation the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. 112–55, signed November 18, 2011, as amended) ("RAD Statute"); all applicable program requirements and guidance, including without limitation Notice PIH–2012–32, as amended and revised from time to time (the "RAD Notice") or any successor or additional statutes, regulations or guidance; and the terms and conditions set forth below (collectively, the "Program Requirements"). Any conflicts between this Commitment and any other HUD requirements shall be conclusively resolved by HUD. Any capitalized terms used herein but not defined have the meanings given them in the RAD Notice.

   a. This Commitment shall terminate thirty (30) days from the date executed by HUD unless the PHA and Project Owner execute and return an unaltered copy of this Commitment to HUD, at the address that appears on the last page of this Commitment.
   b. This Commitment shall not be effective or enforceable against HUD until all conditions stated herein have been satisfied in HUD's determination.
   c. Unless all conditions stated herein have been satisfied as determined by HUD and the transactions contemplated by this Commitment (collectively, the "Transaction") are closed within 90 days from the date executed by HUD, this Commitment shall, unless extended by HUD in writing, expire and be of no further force or effect. Upon expiration, all rights and obligations of the respective parties shall cease.

3. Closing Requirements and HUD Approvals. As used in this Commitment, "Closing" means execution of all binding legal instruments connected to the transaction contemplated by this Commitment and, if applicable, recitation of such instruments. All requirements set forth in this Commitment must be completed to HUD's satisfaction before the Closing can occur. A Closing Checklist ("Closing Checklist") is attached hereto as Exhibit E and incorporated herein. The Closing Checklist lists those items HUD has determined necessary to be submitted to and approved by HUD in order for the Closing of this Transaction to occur. Should HUD determine that any other documents or items (in addition to those listed on the Closing Checklist) are necessary to meet the terms of this Commitment or Program Requirements, the PHA and Project Owner agree to provide such documents or items in such form and substance as acceptable to HUD or to terminate this Commitment and not proceed to Closing. Unless otherwise agreed by HUD, in the case where the Project Owner differs from the PHA, all post-closing requirements and obligations contained herein will apply to the Project Owner after the Closing. Any determination, approval or decision of HUD pursuant to this Commitment shall be in HUD's sole and absolute discretion. Unless otherwise set forth in writing by HUD prior to Closing, HUD's execution and release of the Closing Documents shall constitute any approvals or decisions required herein and not previously given in writing.

4. Public Housing Requirements. The PHA and Project Owner acknowledge that the Converting Project remains subject to the United States Housing Act of 1937, its Consolidated Annual

HUD Form 52624
Contributions Contract and any amendments thereto, and all other pertinent Federal statutory, executive orders, regulations and other guidance, as such requirements may be amended from time to time (collectively the "Applicable HUD Requirements"); and shall not be subject to the HAP Contract, until the effective date of the HAP Contract. Unless HUD gives written instructions otherwise, for so long as the Converting Project remains public housing, the PHA and Project Owner shall take all steps necessary to ensure that:

a. Fire and other property insurance as required under the applicable HUD Requirements are
   and shall be maintained in full force and effect;

b. All ordinary and necessary operating expenses pursuant to Applicable HUD
   Requirements of the Converting Project are and shall be paid; and

c. The Converting Project remains in compliance with Applicable HUD Requirements,
   including without limitation all requirements related to the physical condition of the
   Converting Project and any remedial agreements between HUD and the PHA and
   remedial judicial or administrative orders, except as expressly modified by this
   Commitment and/or the Closing Documents.

Upon the Closing, the PHA shall certify in writing that the foregoing requirements have been met through the date of the Closing.

5. **HUD Review of Project Ownership.** The PHA and Project Owner agree that HUD approval of the ownership and control of the Converting Project is a condition of closing. The PHA shall not transfer any ownership interest in the Converting Project prior to the Closing.

6. **Closing Documents.** The PHA and Project Owner shall execute or cause to be produced, as appropriate, such agreements, instruments, certificates and other documents as HUD may require to complete the Transaction (collectively, the "Closing Documents"), using forms prescribed by or acceptable to HUD and completed, executed, recorded and/or filed in the number of copies and in such manner as directed by HUD. Without limiting the foregoing, the Closing Documents may include:

a. If applicable, one or more releases or partial releases of the applicable Declaration(s) of
   Trust or comparable document;

b. a RAD Use Agreement (document HUD-52625);

c. a Housing Assistance Payments Contract (for PBRA, documents HUD-52620 and HUD-
   52618; for PBV, HUD-52530A Parts I and II and HUD-52621), including any required
   exhibits;

d. Certifications and assurances; and

e. Any additional documents required by HUD in order to determine whether criteria for
   Closing have been met.

7. **Use Agreement Priority.** A title report must be provided for the Converting Project and Covered Project. In addition, an owner's pro forma title policy may be requested for the Converting Project involving the addition of financing to be secured by the Covered Project. Unless otherwise approved by HUD, the RAD Use Agreement shall be superior to any and all liens and/or encumbrances against the Covered Project, including, without limitation, the lien evidenced by any and all mortgages, deeds of trust and other financing documents and regulatory documents related to the Covered Project (including any LIHTC use agreement). The Project Owner shall obtain consents or subordination agreements, and have such documents executed, as HUD may determine necessary to establish such priority.

8. **Expenses and Transaction Costs.** Except as otherwise set forth in this Commitment, regardless of whether the Transaction is consummated, HUD shall not be responsible for any expenses or transaction costs incurred by or at the direction of the PHA or Project Owner in connection with the Transaction (including without limitation, fees for consultants, attorneys, environmental contractors, tax advisors and accountants; city, county and/or state taxes and/or fees; recording fees, prepayment penalties and/or premiums; costs for title insurance and title
   examination; surveys and appraisals).

9. **Tax, Financial, and Legal Consequences.** HUD has not provided, nor shall it provide, any opinions, representations, warranties, or covenants to any party regarding any federal, state and/or local tax consequences, financial consequences, or legal consequences relative to the

HUD Form 52624
Transaction. The PHA and Project Owner acknowledge that funding of the contemplated Housing Assistance Payment Contract (HAP Contract) is subject to appropriations.

10. **Certifications, Representations and Warranties by the PHA and Project Owner.** Any statement, certification, representation or warranty made by the PHA or Project Owner in or pursuant to this Commitment is true and correct when given, and shall remain true and correct at all times through and including the Closing. In the event any such statement, certification, representation or warranty is no longer complete or correct, and without limiting HUD's rights and remedies, the PHA or Project Owner, respectively, shall notify HUD in writing immediately. Without limiting the foregoing, the PHA and Project Owner, respectively, hereby represent and certify to HUD and warrant to maintain the veracity through Closing of the following statements:
   a. All notices required by Program Requirements relating to the transaction have been timely provided to such persons and in a manner complying with applicable Program Requirements.
   b. The PHA and the Converting Project continue to meet all program eligibility requirements as stipulated in the RAD Notice.
   c. With the exception of any transfers under the PHA's Admissions and Continued Occupancy Policy or as otherwise approved by HUD, the PHA has not located any residents of the Converting Project in connection with the Transaction prior to the date hereof.
   d. Except as specifically disclosed to and accepted by HUD in writing, neither the PHA nor the Project Owner (including, but not limited to Board Members, principals and executives of the PHA or Project Owner) is the current subject of, nor has received any pending notice of, any debarment, suspension or other administrative proceeding, audit or investigation by HUD, including without limitation investigation by the Inspector General, the Departmental Enforcement Center, or the Office of Fair Housing and Equal Opportunity, or any other Federal or state government agency, whether or not sanctions have been imposed against such party.
   e. No disclosed debarment, suspension or other administrative proceeding, audit or investigation would impact the PHA's or the Project Owner's ability to carry out its obligations as contemplated under this Commitment.

Upon the request of HUD, the PHA shall provide HUD with evidence satisfactory to HUD relating to each of the foregoing certifications. Execution of the Closing Documents by the PHA and the Project Owner, respectively, constitute re-certification to HUD of the foregoing statements.

11. **Successors and Assigns.** This Commitment and its attachments are binding upon the PHA, the Project Owner and the successors and assigns of each. Unless otherwise provided herein, this Commitment may not be assigned, in whole or in part, except upon the prior written consent of HUD.

12. **Modifications.** Notwithstanding anything to the contrary contained in this Commitment, the PHA and Project Owner agree to execute, before or after the Closing, such documents, amendments or modifications as HUD deems necessary or appropriate to effectuate the intent of this Commitment or to complete or consummate the Transaction, including but not limited to instruments necessary to correct this Commitment or any of the Closing Documents.

13. **Changes to This Commitment.** HUD has approved a Financing Plan for this transaction. The PHA and Project Owner shall notify HUD of any changes to the terms set forth in the Financing Plan, or any other business terms submitted to HUD. If HUD determines such changes to be material, HUD may require an amendment to this Commitment or other reviews or approvals as HUD determines necessary to account for the changed terms. The final business terms shall be determined as of the Closing and inserted into the applicable Closing Documents. The PHA's and Project Owner's execution of the Closing Documents shall constitute acceptance of the final business terms reflected therein.

HJD Form 52624
14. Sources of Funds.

a. HUD must review and approve all debt (secured and unsecured) against the Covered Project prior to Closing.

b. Development Budget. HUD approval of this Transaction is based on the estimated Sources and Uses attached as Exhibit B. Any changes to these Sources and Uses shall be disclosed to HUD and if HUD determines that such changes are material, HUD may require additional review and approvals and/or amendment to this Commitment. PHA and/or Project Owner shall provide HUD with the final certified Sources and Uses upon Closing.

c. PHA Funds for Development Budget. Where the Transaction includes public housing funds to be contributed by the PHA for uses other than funding the HAP Contract, these funds must be shown on the Sources and Uses. The PHA certifies that all such funds are available and reserved for the Transaction, are irrevocable, and that the PHA has obtained all consents necessary in order for the PHA to commit such funds to the Transaction.

i. Prior to Closing, public housing Capital Funds shown in the Sources and Uses must be moved within the HUD Line of Credit Control System (LOCCS) to the "RAD Investment" Budget Line Item BLI 1504. These funds must be drawn down out of LOCCS at closing and subject to a General Depository Agreement (GDA, form HUD-51599) until they are disbursed for a use shown in the Sources and Uses.

ii. Public housing Operating Reserves shown in the Sources and Uses must be held in an account or sub-account subject to a GDA until such funds are disbursed for a use shown in the Sources and Uses.

iii. To the extent such funds must be subject to a GDA as described above, the PHA may use a pre-existing GDA if the PHA is making use of separate or segregated accounting. (For example, a PHA may have a pre-existing account for Operating Fund Reserves subject to a GDA and if the converted funds to be used as shown in the Sources and Uses may be adequately separated or segregated for accounting purposes in a sub-account or otherwise remaining subject to the pre-existing GDA, the requirements of this section are fulfilled.)

iv. If shown in the Sources and Uses, such funds may be used to satisfy obligations of the Covered Project, including without limitation, funding reserves (for example, to make an initial deposit for a replacement reserve [IDRR]) or payment of construction or other project costs in accordance with this RCC and other project documents. Methods by which the PHA may choose to disburse such funds in accordance with this section includes:

- In a lump sum as a loan to the Project Owner, subject to a loan agreement or other documentation;
- Incrementally over time as a loan to the Project Owner, subject to a loan agreement or other documentation;
- In a lump sum to the Project Owner as a grant or otherwise without the expectation of repayment; and/or
- Incrementally over time to the Project Owner as a grant or otherwise without the expectation of repayment.

d. No Additional FHA funds. Except for the amounts identified in the Sources and Uses and amounts identified in the HAP Contract to fund the Covered Project in the calendar year of conversion, no public housing funds may be used as an additional source of funds for the Covered Project. By way of illustration and not limitation, after Closing, no public housing funding (including any funds deemed “project funds” or “program income” under public housing regulations) may be used to pay for any costs for any work (Work or other work) done in connection with the Covered Project.

HUD Form 52624
e. Upon the conversion of assistance, the Converting Project, including any real or personal property thereof, shall no longer be used for public housing purposes, as originally authorized by the U.S. Housing Act of 1937. This Commitment provides instruction for such conversion and the treatment of the Converting Project. Any proceeds of disposition of the Converting Project (or of any real property or improvements that as of the date of this Commitment are considered public housing) in connection with the conversion of assistance contemplated by this Commitment shall be used for affordable housing purposes as defined in the RAD Notice. Any proceeds of any loans of converted public housing funds made in connection with the conversion of assistance contemplated by this Commitment shall be used for affordable housing purposes. Any uses of converted public housing funds listed in the Sources and Uses attached hereto as Exhibit B shall be considered end uses for purposes of 2 CFR Part 200.

15. Moving to Work Considerations. Participation in RAD by a Moving To Work (MTW) agency does not reflect a determination that the agency will remain an MTW agency, only a determination that the Covered Project will continue to be a RAD project under the terms of the RAD program.

16. RAD HAP Contract Funding in Initial Year. From the effective date of the HAP Contract through the remainder of the calendar year, the Covered Project will be funded only from available public housing amounts obligated prior to the effective date of the HAP Contract and from any additional public housing amounts that HUD obligates in full or in part, subject to the availability of sufficient appropriations, for the remainder of the calendar year in which the HAP Contract becomes effective. Project Owner acknowledges that this amount for the first year may be less than the contract rent for subsequent years. During such time, the PHA will draw down funds from LOCCS as instructed by HUD and transfer amounts to the Project Owner as payments pursuant to the HAP Contract in its capacity as or on behalf of the Contract Administrator, as applicable.

17. RAD Rehab Assistance Payments. It is anticipated that the Covered Project will be eligible for RAD Rehab Assistance Payments pursuant to the HAP Contract to the extent set forth on the second page of this Commitment.

18. Section 8 Contract Rents. Exhibit C sets out the monthly Section 8 contract rents that will be specified in the HAP Contract.

19. Planned Construction and Rehabilitation. Exhibit D sets forth the planned construction, repairs and/or rehabilitation for the Covered Project, including any repairs that need to be completed before closing, to be funded in accordance with the Sources and Uses (the "Work"). The Project Owner hereby represents, warrants and certifies to HUD and will update such representation, warranty and certification at Closing, in a form and substance acceptable to HUD, that the sources of funds are sufficient to pay for the Work and that all Work will be completed timely and in accordance with applicable RAD Program Requirements, including without limitation:

a. The Work will be completed in accordance with:

i. The more stringent of: (1) any applicable national building code, such as Uniform Building Code, Council of American Building Officials Code, or Building Officials Conference of America Code; or (2) applicable state and local laws, codes, ordinances, and regulations;

ii. Other applicable Federal requirements including any Federal fire-safety requirements and HUD minimum property standards (e.g., 24 CFR part 200, subpart G for FHA-insured properties);

iii. The relevant requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, as applicable;

HUD Form 52624
iv. Notice PIH 2014-17 / H 2014-06, issued July 14, 2014 (and any amendments, revisions or successor documents), "Relocation Requirements under the Rental Assistance Demonstration (RAD) Program, Public Housing in the First Component," which relocation requirements include, as applicable, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and its implementing regulations at 40 CFR Part 24 with regard to any relocation of residents;

v. Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 24 CFR part 8, including but not limited to accessibility standards, with regard to any "substantial alterations" or other "alterations," each as defined in such regulations, as applicable;

vi. The design and construction requirements of the Fair Housing Amendments Act of 1988 and its implementing regulations at 24 CFR Part 100.25, as applicable;

vii. Section 3 of the Housing Act of 1986 and its implementing regulations at 24 CFR Part 135 and all of the related regulations, rules and requirements as applicable; and

viii. Davis-Bacon prevailing wages requirements, section 12 of the United States Housing Act of 1957, and Contract Work Hours and Safety Standards Act, and all of the related regulations, rules and requirements for any repairs that qualify as "construction" or "rehabilitation" as defined in such regulations, rules and requirements.

b. Any Work not completed by the final completion date listed on Exhibit D and set forth in the HAP Contract, including any reduction in the scope of Work listed on Exhibit D, unless an extension of such date or such reduction in scope is approved in writing by HUD, constitutes a default of this Commitment and of any HAP Contract entered into with respect to the Covered Project. Upon such default, HUD may terminate this Commitment and/or HUD may take action to terminate the HAP Contract relating to the Covered Project, as provided in the HAP Contract.

c. The Project Owner shall not be entitled to earn or receive any cash flow distributions from the Covered Project until after completion of the Work; certification of the actual cost of the Work, and written HUD acceptance of the completed Work.

d. To the extent the Work includes new construction or substantial rehabilitation, the PHA and/or Project Owner shall engage a qualified general contractor who shall obtain either (i) a payment and performance bond from a properly licensed surety, which bond and surety shall be acceptable to HUD, or (ii) a letter of credit, acceptable to HUD.

20. Reserve for Replacements. The Project Owner shall establish upon Closing a Reserve-for-Replacements, with an IDRR as set forth in Exhibit B, the Sources and Uses. Monthly deposits into the Reserve for Replacements will be made in the amount set forth on the first page of this Commitment as set forth in the HAP Contract and adjusted annually in accordance with the HAP Contract and Program Requirements.

21. Counsel. Closing is conditioned upon review and approval of the Transaction by HUD, including without limitation a legal review and approval of diligence and closing documents. The PHA and Project Owner, if different than the PHA, agrees to select competent, independent counsel in connection with this Transaction. Counsel to the PHA and/or Project Owner, as appropriate, must provide a legal opinion with respect to the following matters and any other matters reasonably requested by HUD:

a. The PHA and Project Owner are each duly organized, validly existing and in good standing under the laws of the applicable jurisdiction(s);

b. The PHA and Project Owner each have the requisite power and authority, and have secured all consents required, to consummate the Transaction;

c. Each of the closing Documents executed by or on behalf of the PHA and/or Project Owner in connection with the Transaction is a legally binding obligation of such party, duly executed and delivered on behalf of such party and enforceable in accordance with its terms;

d. There is no litigation or other claim pending or threatened against the PHA, Project Owner or the Covered Project other than as disclosed to and consented to by HUD;
e. Based upon a pro forma title policy acceptable to HUD and assuming the recording of documents in the order contemplated by such pro forma title policy, provided counsel has no reason to believe the documents will be recorded in an order other than as listed in such pro forma title policy, the RAD Use Agreement is superior to the lien and/or encumbrance evidenced by any and all mortgages, deeds of trust and other financing documents and regulatory documents of record relating to the Covered Project and
f. All Closing Documents conform with the legal requirements set forth in this RCC and any and all changes to HUD forms or sample language have been disclosed to HUD.

22. Last public housing unit. If, upon completion of this RAD conversion and other RAD conversions for which this PHA has an RCC and/or CHAP, the PHA will no longer have residential units in its public housing portfolio, the PHA agrees to comply with additional instructions provided by HUD regarding the close-out of its residential public housing portfolio prior to or after Closing. The PHA acknowledges that failure to comply with HUD instructions may result in withholding Section 8 or other cash payments after Closing pending cure of such violation to HUD’s satisfaction.

23. Non-dwelling assets. Any non-dwelling assets proposed for removal from PIC in connection with the Transaction must be listed in the PIC removal application (via Demolition-Disposition Application) identified on the first page of this Commitment and must be approved by HUD.

24. Special Conditions. This Commitment is subject to the Special Conditions set forth on Exhibit A.

25. Exhibits. The following exhibits are a part of this Commitment and incorporated herein by this reference:
   a. Special Conditions
   b. Sources and Uses of Funds
   c. Monthly HAP Contract Rents
   d. Scope of Work
   e. Closing Checklist

26. Entire Agreement: Survival. The information listed on the chart on the first pages of this Commitment is a part of this Commitment. All prior and contemporaneous oral and written communications are merged herein and superseded hereby, and this Commitment and all exhibits attached constitute the entire agreement between the PHA, Project Owner and HUD with respect to the Transaction. This Commitment, and the responsibilities relating to each respective party, shall survive Closing of the Transaction.

27. Post-Closing Responsibilities. The PHA and Project Owner agree to follow the directions of the HUD Closing Coordinator with respect to post-Closing obligations. Without limiting the foregoing, the PHA and Project Owner, as appropriate, will provide evidence of recording of the applicable Closing Documents and copies of any applicable executed HAP contract, recorded Use Agreement, and DOT Release within three (3) business days thereof and will provide copies of the remaining Closing Documents as directed within sixty (60) days of Closing. In addition, the PHA must follow instructions provided by HUD to remove the Converting Project, or portions thereof, from PIC to effect conversion.

28. Severability. Should any provision of this Commitment be held by a court of law to be unenforceable, such determination shall in no way compromise the enforceability of the other provisions.

29. Counterparts. This Commitment may be executed in counterparts. Electronic copies of signatures (such as those in portable document format (.pdf)) shall be evidence of and treated as original signatures.

30. Consistency with Federal Law. Nothing contained in this Commitment shall impose on HUD any duty, obligation, or requirement, the performance of which would be inconsistent with federal statutes, rules, or regulations in effect at the time of such performance.

HUD Form 52624
Signature Page to RAD Conversion Commitment

Department of Housing and Urban Development
By: [Signature]
Name: Thomas R. Davis
Title: Director, Office of Recapitalization
Date: 11/20/17

PHA: Hackensack Housing Authority
Anthony Feorenzo

Project Owner: Hackensack Housing Authority

Date: 11/19/17

Return the signed RAD Conversion Commitment to:
RAD Closing Manager and Division Director
Office of Recapitalization - Closing Division
U.S. Department of Housing and Urban Development
451 7th Street SW, Room 6222
Washington, DC 20410

HUD Form 52624
EXHIBIT A
Special Conditions

• Prior to closing, the Hackensack HA must certify that it will select a GC with adequate experience to perform the rehab. When the HHA has identified the GC, the HHA must provide the RAD transaction manager with the name and qualifications of such GC, which will be subject to HUD approval.

•

•

•

Necessary HUD Approvals
N/A

Additional Provisions to the RCC
N/A
### EXHIBIT B
### Sources and Uses

<table>
<thead>
<tr>
<th>Sources</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>New First Mortgage Loan</td>
<td>$3,150,000.00</td>
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<tr>
<td>Public Housing Operating Reserves</td>
<td>$2,728,321.00</td>
</tr>
<tr>
<td>Prior Year Public Housing Capital Funds</td>
<td>$333,548.00</td>
</tr>
<tr>
<td>Replacement Housing Factor</td>
<td>$0.00</td>
</tr>
<tr>
<td>Low Income Housing Tax Credit</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equity - 4%</td>
<td></td>
</tr>
<tr>
<td>Low Income Housing Tax Credit</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equity - 9%</td>
<td></td>
</tr>
<tr>
<td>HOME</td>
<td>$0.00</td>
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<tr>
<td>HOPE 6</td>
<td>$0.00</td>
</tr>
<tr>
<td>CDBG</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Federal Funds</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other State/Local Funds</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Private Funds</td>
<td>$0.00</td>
</tr>
<tr>
<td>Take Back Financing</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other: Existing Gap Fund Reserves for Debt Service</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Sources</td>
<td>$5,211,869.00</td>
</tr>
</tbody>
</table>

Notes: List name of capital source and, for all debt, the amortization period, term and interest rate.
<table>
<thead>
<tr>
<th>Uses</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td>Building and Land Acquisition</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td>Payoff Existing Loans</td>
<td>$2,516,000.00</td>
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<tr>
<td>Construction Costs</td>
<td>$2,458,647.00</td>
</tr>
<tr>
<td>Relocation Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>$0.00</td>
</tr>
<tr>
<td>Architecture</td>
<td>$53,597.00</td>
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<tr>
<td>Engineering</td>
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</tr>
<tr>
<td>Physical Condition Assessment</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Borrower's Legal Counsel</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>Lender's Legal Counsel</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Feasibility Studies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Environmental Reports</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>Appraisal / Market Study</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Accounting</td>
<td>$40,000.00</td>
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<tr>
<td>Survey</td>
<td>$10,000.00</td>
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<tr>
<td>Other Costs</td>
<td>$70,875.00</td>
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<tr>
<td>Loan Fees and Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td>FHA MIP</td>
<td>$0.00</td>
</tr>
<tr>
<td>FHA Application Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>FHA Inspection Fee</td>
<td>$0.00</td>
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<tr>
<td>Financing Fee</td>
<td>$15,750.00</td>
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<td>Organizational Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td>Title Insurance/Exam Fee</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Recordation Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Closing Escrow Agent Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Prepayment Penalty/ Premium</td>
<td>$0.00</td>
</tr>
<tr>
<td>Payables</td>
<td>$0.00</td>
</tr>
<tr>
<td>Construction Interest</td>
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<tr>
<td>Construction Loan Fees</td>
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</tr>
<tr>
<td>Cost of Bond Issuance</td>
<td>$0.00</td>
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<tr>
<td>Other Costs</td>
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<tr>
<td>Reserves</td>
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<td>Initial Deposit to Replacement Reserve</td>
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<td>Initial Operating Deficit Escrow</td>
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<tr>
<td>Operating Reserve</td>
<td>$0.00</td>
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<tr>
<td>Tax and Insurance Escrow</td>
<td>$0.00</td>
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<tr>
<td>Other</td>
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<tr>
<td>Developer Fees</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Uses</td>
<td>$6,211,869.00</td>
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</table>
### EXHIBIT C
**Monthly HAP Contract Rents**

<table>
<thead>
<tr>
<th>Number of Contract Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>18</td>
<td>1</td>
<td>$727.00</td>
<td>$0.00</td>
<td>$727.00</td>
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<td>102</td>
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<td>$862.00</td>
<td>$0.00</td>
<td>$862.00</td>
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<tr>
<td>90</td>
<td>3</td>
<td>$1,115.00</td>
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<tr>
<td>0</td>
<td>6</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Contract Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>162</td>
<td>0</td>
<td>$672.00</td>
<td>$21.00</td>
<td>$693.00</td>
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<td>130</td>
<td>1</td>
<td>$726.00</td>
<td>$27.00</td>
<td>$753.00</td>
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<tr>
<td>18</td>
<td>2</td>
<td>$862.00</td>
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<td>$897.00</td>
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<tr>
<td>0</td>
<td>3</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>0</td>
<td>4</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>0</td>
<td>5</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>0</td>
<td>6</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

HUD Form 52624
HIRED SMITH ACCOUNTING COMPANY

EXHIBIT Q
Scope of Work
(List all work to be done in connection with the Transaction that needs to be completed before Closing)
Not Applicable
(List all work to be done in connection with the Transaction following Closing)

<table>
<thead>
<tr>
<th>Work Item</th>
<th>Description of Improvement Work</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.2.4</td>
<td>Parking and Driveways</td>
<td>$29,674.00</td>
</tr>
<tr>
<td>3.2.4.01</td>
<td>Parking and Driveways Other Pedestrian Paving Concrete</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>3.3.2.4.01</td>
<td>Sliding Glass Doors</td>
<td>$12,881.00</td>
</tr>
<tr>
<td>3.3.2.4.02</td>
<td>Windows</td>
<td>$39,894.00</td>
</tr>
<tr>
<td>3.3.2.9.01</td>
<td>Bldg Envelope Other Caulking-Sealant</td>
<td>$75,003.00</td>
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<tr>
<td>3.3.2.9.02</td>
<td>Bldg Envelope Other Caulking-Sealant</td>
<td>$124,672.00</td>
</tr>
<tr>
<td>3.4.1.2.01</td>
<td>DHW #1</td>
<td>$147,739.00</td>
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<tr>
<td>3.4.1.3.01</td>
<td>Water Savers: Faucets</td>
<td>$31,059.00</td>
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<tr>
<td>3.4.1.3.02</td>
<td>Water Savers: Shower Heads</td>
<td>$19,104.00</td>
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<tr>
<td>3.4.2.1.01</td>
<td>HVAC Common Area Heating</td>
<td>$84,072.00</td>
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<tr>
<td>3.4.2.1.02</td>
<td>HVAC In-Unit Heating</td>
<td>$213,800.00</td>
</tr>
<tr>
<td>3.5</td>
<td>Elevators</td>
<td>$34,540.00</td>
</tr>
<tr>
<td>3.7.1.02</td>
<td>Common Area Interior Lighting Bulbs</td>
<td>$60,413.00</td>
</tr>
<tr>
<td>3.7.1.03</td>
<td>Common Area Interior Lighting Fixtures</td>
<td>$60,000.00</td>
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<tr>
<td>3.7.1.05</td>
<td>Exterior Lighting</td>
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<tr>
<td>3.7.2.1.01</td>
<td>Kitchen Cabinets</td>
<td>$433,578.00</td>
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<tr>
<td>3.7.2.3.02</td>
<td>Interior Doors</td>
<td>$78,631.00</td>
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<tr>
<td>3.7.2.3.03</td>
<td>Interior Painting</td>
<td>$96,975.00</td>
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<tr>
<td>3.7.2.9.01</td>
<td>Interior Other Floors</td>
<td>$106,582.00</td>
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<tr>
<td>3.7.2.9.02</td>
<td>Interior Other Floor baseboards</td>
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<td>3.7.2.4.02</td>
<td>In-Unit Lighting Bulbs</td>
<td>$146,269.00</td>
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<tr>
<td>3.8.01</td>
<td>Other Site Furniture</td>
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<tr>
<td>3.8.02</td>
<td>Other Sidewalk handrails</td>
<td>$23,709.00</td>
</tr>
</tbody>
</table>

Total $2,235,133.00

Estimated completion date for all Work: 05/15/2019
Final completion deadline for all Work (after which Project Owner is in default): 07/15/2019
EXHIBIT E
Closing Checklist
See Attached
Project Based Voucher (PBV) Conversions

Part I: General Overview of the Closing Process for PBV Conversions
<table>
<thead>
<tr>
<th>Notes &amp; Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Based Voucher (PBV) Conversations</td>
</tr>
</tbody>
</table>

**Part 3: Additional Closing Documents Required When Applicable**

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required for all Closing Document Numbers</td>
</tr>
<tr>
<td>Must be signed and dated</td>
</tr>
<tr>
<td>Evidence of Pledge, Box and/or Subordination</td>
</tr>
<tr>
<td>Must be notarized</td>
</tr>
<tr>
<td>Approval of Security Agreement</td>
</tr>
<tr>
<td>A Uniform Mortgage Chain of Title Key</td>
</tr>
<tr>
<td>Overhead Bridge (if applicable)</td>
</tr>
<tr>
<td>(Organizational Documents for New Building)</td>
</tr>
</tbody>
</table>

**Closing Overlays & Checklists**

<table>
<thead>
<tr>
<th>Document Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relevant to the VAD Code and Type of Mortgage</td>
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</tbody>
</table>

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**Road Financing Documentation**

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required for all Closing Document Numbers</td>
</tr>
<tr>
<td>Must be notarized</td>
</tr>
<tr>
<td>Evidence of Road Financing Agreement</td>
</tr>
<tr>
<td>Approved in the VAD</td>
</tr>
<tr>
<td>Incumbent of Trust</td>
</tr>
<tr>
<td>Deed of Trust</td>
</tr>
</tbody>
</table>

---

**New Underwriting Documentation**

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required for all Closing Document Numbers</td>
</tr>
<tr>
<td>Must be signed and dated</td>
</tr>
<tr>
<td>Evidence of New Underwriting Agreement</td>
</tr>
<tr>
<td>Approved in the VAD</td>
</tr>
<tr>
<td>Incumbent of Trust</td>
</tr>
<tr>
<td>Deed of Trust</td>
</tr>
</tbody>
</table>

---

**Financing Documents**

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required for all Closing Document Numbers</td>
</tr>
<tr>
<td>Must be signed and dated</td>
</tr>
<tr>
<td>Evidence of Financing Agreement</td>
</tr>
<tr>
<td>Approved in the VAD</td>
</tr>
<tr>
<td>Incumbent of Trust</td>
</tr>
<tr>
<td>Deed of Trust</td>
</tr>
</tbody>
</table>

---

**Application**

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required for all Closing Document Numbers</td>
</tr>
<tr>
<td>Must be signed and dated</td>
</tr>
<tr>
<td>Evidence of Application</td>
</tr>
<tr>
<td>Approved in the VAD</td>
</tr>
<tr>
<td>Incumbent of Trust</td>
</tr>
<tr>
<td>Deed of Trust</td>
</tr>
</tbody>
</table>

Owner: Anthony Feorenzo, Executive Director
Housing Authority of the City of Hackensack

Re: RAD Conversion Commitment Amendment #1
Development Name: Osmium Court
PIC Nos: NJ028000001 and NJ028000002
Housing Authority of the City of Hackensack
Hackensack, NJ

Dear Mr. Feorenzo;

The U.S. Department of Housing and Urban Development has reviewed your request for an Amendment to the RAD Conversion Commitment issued on April 6, 2017 for the above-referenced RAD conversion. For all paragraphs and exhibits cited, the RAD Conversion Commitment (the “RCC”) is hereby amended (this “Amendment”) as follows:

1. The first page of the RCC indicates that the Hackensack HA is controlled by a non-profit. In fact, the Hackensack HA is controlled by a public Board of Commissioners pursuant to NJ statutes. Accordingly, the “non-profit” box is unchecked and the “public body” box is checked on the first page of the RCC.

2. Exhibit B (Sources and Uses of Funds) is replaced by Attachment 1 hereto.

The RAD Conversion Commitment, as amended as referenced above and this RAD Conversion Commitment shall be binding upon the Parties hereto and their successors and assigns.
Signature Page

U.S. Department of Housing and Urban Development

By: [Signature]

Thomas R. Davis
Director, Office of Recapitalization
Date: 6/29/17

Accepted and agreed to:

☑ Owner

Housing Authority of the City of Hackensack

By: [Signature]

Anthony Forcinito, Executive Director
Dated: 6/29/2017
# Hackensack Housing Authority - RAD Program

## Final Sources and Uses

**Attachment 1**

**Mariner’s Bank**

**Combined - AMP 1 and 2**

### Sources

- **Mortgage - Mariner’s Bank**: $3,150,000
- **Housing Authority Reserves**: $3,500,000
- **Existing Capital Funds Reserved for Debt Service**: $165,396

**Total Sources**: $6,815,396

### Uses

- **Construction / Hard Costs**
  - REHAB Escrow (1 yr): $2,458,647
  - Initial Deposit to R/R Account: $866,000

- **Payoff of Leveraging debt**: $2,359,454

- **Financing Fees / Costs**
  - Origination Fee: $10,500.00
  - Lender Legal: $10,000.00
  - Executec: $23,600.00
  - Engineer (PNA): $30,954.34
  - Engineer - Part 5B: $6,284.10
  - Title and Recording: $13,546.50
  - Appraisal: $20,000.00
  - PHASE II: $35,550.00
  - Accounting: $24,520.00
  - Survey: $25,270.00
  - NW Financial Group: $31,500.00
  - Bond Attorney: $70,000.00
  - NIHIMFA Fees: $16,000.00

- **Operating Reserves**: $813,570

**Total Uses**: $6,815,396

---

*2017 CFP Allocation (Subject to Congressional Appropriation) will be added as a source of funding for operational purposes.*
Rider to Use Agreement Relating to Foreclosure
(for PBV and PBRA RAD conversions from Public Housing)

This rider (Rider), made as of July 11, 2017, is attached to and amends the Rental Assistance Demonstration Use Agreement by and between the United States of America, acting through the Department of Housing and Urban Development (HUD), and the Housing Authority of the City of Hackensack (Owner), dated and/or executed as of substantially even date herewith, as such document may be amended from time to time (Use Agreement).

To the extent any provisions of this Rider conflict with any other provisions in the Use Agreement, the provisions of this Rider shall prevail. Any other terms in the Use Agreement not in conflict with the provisions of this Rider remain in full force and effect.

Notwithstanding any provisions contained in the Use Agreement:

1. Nothing in the Use Agreement prohibits any holder of a mortgage or other lien against the real property described on Exhibit A (Property) from foreclosing its lien or accepting a deed in lieu of foreclosure. Any lien holder shall give HUD, as a courtesy, written notice prior to declaring an event of default and shall provide HUD concurrent notice with any written filing of foreclosure filed in accordance with state law provided that the foreclosure sale shall not occur sooner than sixty days (60) days after such notice to HUD.

2. Notwithstanding any lien holder’s foreclosure rights, the Use Agreement survives foreclosure and any new owners of the Property or the Project take ownership subject to the Use Agreement.

3. Transfer of title of the Property or the Project may be grounds for termination of assistance under the HAP contract. However, HUD may permit, with HUD written consent, the new owner of the Property or the Project to assume the HAP contract, subject to the terms included therein, or enter into a new HAP contract. Any HUD consent to continued HAP assistance is subject to PL 112-54 and other RAD program requirements.

4. Each entity interested in purchasing the property in a foreclosure sale administered under state foreclosure law may submit a written request to HUD to continue HAP contract assistance in the event of such entity’s successful acquisition at the foreclosure sale. Such request shall be submitted by the latter of ten business days after first publication of the foreclosure sale or 60 days prior to such foreclosure sale.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
In witness whereof, HUD and the Owner thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 28th day of June, 2017.

HUD Attest:

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Signature]

By: Thomas R. Davis
Director, Office of Recapitalization

WASHINGTON

DISTRICT OF COLUMBIA

Before me, [Notary Public], a Notary Public in and for said District, on this 28th day of June, 2017, personally appeared Thomas R. Davis, who is personally known to me to be an Authorized Agent for the Secretary of the United States Department of Housing and Urban Development, and the person who executed the foregoing instrument by virtue of the authority vested in him and did acknowledge the signing thereof to be a free and voluntary act and done on behalf of the Secretary of Housing and Urban Development for the uses, purposes and considerations therein set forth.

Witness my hand and official seal this 28th day of June, 2017.

[Signature] (Notary Public)

[SEAL]

DISTRICT OF COLUMBIA: 03
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 28TH DAY OF JUNE, 2017

[Signature] (Notary Public)

[SEAL]

Bergen County Clerk

V BK 02675 PG 1726
07/25/2017 03:39 PM
35 of 36
Owner Attest:
Housing Authority of the City of Hackensack

By: Anthony Foenenzo
Title: Executive Director
Date: July 13, 2017

State of New Jersey
County of Bergen

Before me, Alexandra Castulo, a Notary Public in and for said county and State, on this 13th day of July, 2017, personally appeared Anthony Foenenzo, who proved to me on the basis of satisfactory evidence to be the Executive Director of the Housing Authority of the City of Hackensack, and the person who executed the foregoing instrument by virtue of the authority vested in him by, and I having first made known to him the contents thereof, he did acknowledge the signing thereof to be a free and voluntary act and done on behalf of, the Housing Authority of the City of Hackensack, for the uses, purposes and considerations therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(Seal)

Alexandra Castulo
(Notary Public)

My commission expires February 13, 2022.

ALEXANDRA CASTULO
NOTARY PUBLIC OF NEW JERSEY
(Seal)

My Commission Expires 2/13/2022
MASTER DEED
FOR
FRANKLIN GARDENS, A CONDOMINIUM

THIS MASTER DEED, made this 8th day of August, 1982, by the HOUSING DEVELOPMENT CORPORATION OF BERGEN COUNTY, New Jersey not for profit corporation organized pursuant to N.J.S.A. 15:1-1 et. seq. having its principal office at 190 Moore Street, Hackensack, New Jersey, hereinafter referred to as "Sponsor".

WHEREAS, Sponsor is the owner of the fee simple title to those lands and premises described in Exhibit "A" attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the "Property" located at 23 Franklin Street in the City of Hackensack, New Jersey; and

WHEREAS, Sponsor intends to construct a two-family house containing two dwelling units, together with driveways as more particularly shown on that certain map entitled "Site Plan (SP-1)", prepared by Elkin/Soholta, Architects, dated May 3, 1982, attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, the Sponsor has established the Franklin Gardens Condominium Association, a New Jersey non-profit corporation, for the administration, operation and management of Franklin Gardens, a Condominium and other improvements intended for the common use and enjoyment of the residents of the Property;
THEREFORE, WITNESSETH:

1. ESTABLISHMENT OF CONDOMINIUM - The Sponsor does hereby submit, declare and establish Franklin Gardens, a Condominium" in accordance with R.S. 46:8B-1 et. seq., for that parcel of land described on Exhibit "A" aforesaid and as more particularly shown on Exhibit "B" aforesaid.

2. DEFINITIONS - For the purpose hereof, the following terms shall have the following meanings unless the context in which same is utilized clearly indicates otherwise:

   (a) "Condominium" shall mean (i) that parcel of land described in Exhibit "A" aforesaid; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands, whether or not shown on any exhibit hereto attached; and (iii) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; and (iv) the entire entity created by the execution and recording of this Master Deed.

   (b) "Unit" shall mean a part of the Condominium designated and intended for independent use as a residential dwelling, and shall not be deemed to mean any part of the General Common Elements situated within or appurtenant to a Unit, as more specifically described in Paragraph 4 hereof.

   (c) "Common Elements" shall have the same meaning as "common elements" pursuant to R.S. 46:8B-3(d), except as same may be modified by the provisions of Paragraph 5 hereof.

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(d) "Common Expenses" shall, subject to the provisions of Paragraph 6 hereof, mean all those expenses anticipated by R.S. 46:8B-3, in addition to all expenses incurred by the Association, or their officers, agents or employees, in the lawful performance of their respective duties.

(e) "Property" shall mean the Buildings, the land described in Exhibits "A" and "B" and all improvements now or hereinafter constructed in, upon, over or through such lands.

(f) "Association" shall mean Franklin Gardens Condominium Association, a New Jersey non-profit corporation, formed to administrate, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the General Common Elements of the Condominium.

(g) "Articles of Incorporation" shall mean the Articles of Incorporation of Franklin Gardens Condominium Association, attached hereto as Exhibit "D".

(h) "By-Laws" shall mean the By-Laws of Franklin Gardens Condominium Association, attached hereto as Exhibit "E".

(i) "Building" shall mean the building containing two Units and/or any other enclosed structure constructed or hereafter constructed upon the land described in Exhibit "A" and shown on Exhibit "B".

(j) "Sponsor" shall refer to Housing Development Corporation of Bergen County, a New Jersey not for profit corporation organized pursuant to N.J.S.A. 15:1-1 et. seq., its
successors and assigns. Unless the context clearly indicates otherwise, all definitions set forth in R.S. 46:8B-3 are incorporated herein by reference and the definitions set forth above shall be used in conjunction therewith.

3. GENERAL DESCRIPTION OF CONDOMINIUM - The Condominium will contain one building consisting of two Units as shown on Exhibit "B", and includes all rights and appurtenances thereto belonging or appertaining. The units shall be designated as Number 23A and 23B Franklin Street.

4. DESCRIPTION OF UNITS - The dimensions, area and location of the Buildings and all of the aforesaid Units within the Condominium are as shown graphically on Exhibits "B" and "C-1" as same may be amended from time to time as herein provided. Each Unit is intended to contain all space within the area bounded by the interior surface of the exterior perimeter and party walls of each Unit.

BOTTOM: (a) Lower Unit. The bottom of the lower unit (23A Franklin Street) is an imaginary horizontal plane through the lowest point of the exterior surface of the slab on grade within the unit. (b) Upper Unit. The bottom of the upper Unit (23B Franklin Street) is an imaginary horizontal plane through the lowest point of the exterior surface of the subject floor of the upper Unit. In the case of the steps therein, the lowest point of the exterior unfinished surface of each tread, and extending in every direction to the point where it closes with a side of such Unit.

TOP: The top of each Unit is an imaginary plane along and coincident with the unfinished and unexposed surface of the gypsum board which forms the ceiling of the uppermost story in the Unit to where it closes at every side of such Unit.
SIDES: The sides of each Unit are graphically shown on Exhibits "C-1" and "C-2" aforesaid. There are imaginary vertical planes along and coincident with the innermost surface of the studding of the perimeter and party walls, or where no wall exists, an imaginary vertical plane along and coincident with the exterior surface of the windows or doors located on the perimeter of such Unit, and each side extends upwards and downwards so as to close the area in each said Unit bounded by the bottom and top of the Unit.

Each Unit also includes all built-in appliances, cabinets, fixtures, doors, windows, patio, interior walls and partitions, gypsum board and/or other facing material on the walls and ceilings thereof, chimneys and flues, the inner decorated and/or finished surface of the floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements located within such Unit described, or which are exclusively appurtenant to such Units, although all or part thereof may not be located within the Unit, and shall include, but not be limited to, the following individual appurtenances:

(a) Complete heating system;
(b) Hot water heater;
(c) So much of the plumbing system as extends from the walls and floors into the interior air space;
(d) All electrical wires which extend from the ceilings, walls or floors into the interior air space and all fixtures, switches, outlets and circuit breakers;
(e) All utility meters not owned by the public utility agency supplying service; and

(f) All master antenna and cable television wiring, if installed later.

5. DESCRIPTION OF COMMON ELEMENTS - All appurtenances and facilities and other items which are not part of the Units hereinbefore described in Paragraph 4 shall comprise the Common Elements as graphically shown on Exhibits "B", "C-1" and "C-2" aforesaid. The Common Elements shall also include by way of description but not by way of limitation:

(a) All lands shown on Exhibit "B" aforesaid whether improved or unimproved; and

(b) All driveways, curbs and sidewalks subject to the easements and provisions set forth in Paragraph 9 hereof; and

(c) The driveways and lawn area as shown on Exhibit "B" shall constitute Common Elements for the exclusive use of the Unit Owners to whom they are assigned by the Association from time to time in accordance with its rules and regulations. The Unit Owner's right to use his assigned driveway and assigned lawn area shall be appurtenant to his Unit and shall terminate upon conveyance of title to such Unit. Each Unit owner shall be responsible for the care and maintenance of said lawn areas and driveways including snow removal; and

(d) Lawn areas, shrubbery, conduits and utility lines subject to the easements and provisions set forth in Paragraph 9 hereof; and
(e) Public connections and meters for gas, electricity, telephone and water not owned by the public utility or other agencies providing such services; and

(f) The foundations, columns, girders, beams, exterior or interior bearing or main walls and floors between Units; and

(g) Exterior lighting and other facilities necessary to the upkeep and safety of the Buildings and grounds; and

(h) Any easement or other right which may now or hereafter be granted for the benefit of the Unit Owner(s) or others for access to or use of the Common Elements not included within the Condominium or for any other purpose; and

(i) All tangible personal property required for the operation, maintenance and administration of the Condominium which may be owned by the Association; and

(j) All other elements of any improvement necessary or convenient to the existence, management, operation, maintenance and safety of the Condominium or normally in common use.

6. ESTATE ACQUIRED: INTEREST IN COMMON ELEMENTS: INTEREST IN COMMON SURPLUS: VOTING: COMMON EXPENSES. The Owner of each Unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple; and shall acquire as an appurtenance thereto an undivided 50% interest in the Common Elements of the
Condominium, which shall not be divisible from the Unit to which it appertains.

The aforesaid percentage interest shall be used to allocate the division of proceeds, if any, resulting from casualty loss, any eminent domain proceedings, any common surplus of the Association, or from any other disposition of the Condominium property.

Assessments for Common Expenses shall be apportioned equally among all Units within the Condominium.

7. COMMON EXPENSE ASSESSMENTS: LIST OF ASSESSMENTS: NOTICE OF ASSESSMENTS: CERTIFICATE AS TO PAYMENT: LIENS FOR ASSESSMENTS. - It shall be an affirmative and perpetual obligation of the Association to fix Common Expense assessments in an amount at least sufficient to maintain the exterior of the aforesaid Buildings and to maintain and operate the other Common Elements. The amount of monies for Common Expenses of the Association deemed necessary and the manner of expenditure thereof shall be a matter for the sole discretion of the Association members. Insurance premium shall be paid from common expense assessment.

Annual Assessments shall be made for the period extending from January 1, through the next succeeding December 31 and shall be payable monthly due on the 1st day of each month. The Association shall determine, at least thirty (30) days in advance of the due date of each first annual Common Expense installment, the amount of such installment. If any unit owner fails to pay monthly installment of the annual assessment
when due, the entire annual assessment shall immediately become
due and owing.

If an annual assessment is not made as
required, an assessment shall be presumed to have been made in
the amount of the last prior year's assessment, and any install-
ments on such assessment shall be due upon each installment pay-
ment date until changed by an amended assessment.

In the event the annual assessment proves
to be insufficient, the budget and assessments may be amended
at any time by the Association, provided that nothing herein
shall serve to prohibit or prevent the Association from imposing
a lump sum assessment in the case of any immediate need or
emergency.

In addition to the annual assessments
hereinbefore authorized, the Association may levy, in any assess-
ment year, a special assessment, applicable to that year only,
for the purpose of defraying in whole or in part, the cost of any
construction or reconstruction, unexpected repair or replacement
or as described capital improvement upon or to the Common El-
ments, including the necessary furniture, fixtures, equipment
and other personal property related thereto, or for any other
lawful purpose, provided that any such special Common Expense
assessment is agreed to by three or more unit owner members of the
Association. In the event that only two unit owner members agree to
such assessment, then the non-unit owner member shall cast the
tie breaking vote and the vote of 2 of the 3 members shall govern.
Every Unit Owner, by acceptance of a deed or other conveyance for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such sums, by way of non-refundable annual or special Common Expense assessments as are herein or in the By-Laws of the Association more particularly described. Upon the purchase of a Unit, the portion of the then current annual assessment payable by the purchaser shall be an amount which bears the same relationship to the annual assessment as the remaining number of months in the then current annual assessment period bears to twelve. No portion of any month shall be adjusted. Such first annual assessment or portion thereof for which a purchaser is liable shall be immediately due upon the closing of title to the purchaser.

The Association shall, upon the request of an Association member, or of the mortgagee of any Unit, furnish to such Unit Owner or mortgagee, a certificate in writing, signed by an officer of the Association, setting forth whether or not such Common Expense assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any Common Expense assessments therein stated to have been paid. The Treasurer of the Association shall provide a monthly certificate in writing to the Sponsor setting forth whether or not such Common Expense assessment has been paid. In addition, the Treasurer of the Association shall request that a quarterly statement of the balance in the savings account holding common expense assessments be sent to the mortgagee and the Housing Authority of Bergen County.

No Unit Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Common Elements.
Each such assessment shall be a continuing lien upon the Unit against which it was made and shall also be the personal obligation of the Owner of such Unit at the time when the Common Expense assessment fell due, together with such interest thereon and cost of collection thereof (including reasonable attorney's fees). In the event a Unit Owner shall default or otherwise be delinquent in the payment of any such assessment, the Housing Development Corporation of Bergen County reserves the right to pay such assessment and thereupon shall acquire a lien against the property in the amount of said payment. Liens for unpaid Common Expense assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. A suit to recover a money judgment for unpaid Common Expense assessments may be maintained without waiving the lien securing the same.

Any lien for unpaid Common Expense assessments shall be subordinate to any lien for past due and unpaid taxes and the lien of any institutional first mortgagee, including mortgage broker or an agency of the State of New Jersey or of the Federal Government or mortgages now or hereafter placed upon any Unit; provided, however, that such subordination shall apply only to the sale or transfer or any such Unit pursuant to a decree or foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve any such Unit Owner from liability for any Common Expense assessments thereafter becoming due, nor from the lien of any such subsequent Common Expense assessment.

8. COMMON EXPENSES: RESPONSIBILITIES OF OWNERS: DAMAGE DUE TO NEGLIGENCE, OMISSION OR MISUSE - The
annual Common Expense assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the members of the Association, including, but not limited to the maintenance and repair of the exterior of the aforesaid Building, limited to cleaning, painting and sandblasting of the exterior surfaces and finishes; roof repairs; maintenance, repair and replacement of the Common Elements and improvements on the Property; payment of all taxes and insurance premiums; all costs and expenses incidental to the operation and administration of the Association; and, such other items as may from time to time be deemed appropriate by the Association. The Association may also provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Association personnel or representatives and charged as a Common Expense.

Each Unit Owner shall promptly furnish, perform, and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit, provided however: (i) such maintenance, repairs and replacements as may be required for the functioning of the common plumbing, heating and water supply systems within the Building shall be furnished by the Association, but any and all expenses incurred thereby shall be the responsibility of the Unit Owners; and (ii) the Association, its agents and employees may effect emergency or
other necessary repairs which the Unit Owner has failed to perform. Except as hereinbefore provided, maintenance, repairs and replacements of the plumbing fixtures and systems, heating systems, windows, doors, balconies, patios, stairways, electrical systems and receptacles, breaker boxes, kitchen appliances and equipment, and lighting fixtures within any Unit or part of the Common Elements appurtenant thereto shall be the Unit Owner's responsibility at its sole cost and expense, and if any Unit Owner fails to perform such work the Condominium Association may do so on the Unit Owner's behalf and charge the reasonable expenses thereof to the Unit Owner. Maintenance, repair, replacement, cleaning and washing of all wallpaper, paint, paneling, floor covering, draperies and window shades or curtains within any Unit shall be the Unit owner's responsibility at his sole cost and expense.

If, due to the negligent act or omission of or misuse by Unit Owner, or a member of his family or household pet, or a guest, occupant or visitor of a member (whether authorized or unauthorized by the Unit Owner), damage shall be caused to the Common Elements, or to the Unit owned by another, or maintenance, repair or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and be liable for any damages, liability, costs and expense, including attorney's fees, caused by or arising
out of such circumstances; and such maintenance, repairs and replacements to the Common Elements or the Unit shall be subject to the By-Laws and the rules and regulations of the Association.

9. EASEMENTS - Every Unit Owner, his successors and assigns, shall have the following perpetual easements with respect to the property:

(a) A non-exclusive easement in, upon, over, under, across and through the Common Elements to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements; and

(b) An exclusive easement for the existence and continuance of any encroachment by his Unit upon any adjoining Unit or upon any Common Elements, now existing or which may come into existence hereafter as a result of construction, repair, shifting, settlement, movement of any portion of the Building or a Unit, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Building stands; and

(c) A non-exclusive easement for ingress and egress to his Unit in, upon, under, over, across and through the Common Elements; and

(d) An exclusive easement to use and enjoy the surfaces of the main walls, (including any windows, doors,
chimneys, stoops or patios therein), ceilings and floors, contained within his Unit; and

(e) An easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, cable and master antenna television and other Common Elements located in any of the other Units and serving his Unit; and

(f) A perpetual and non-exclusive easement in, over and through the Common Elements of the Condominium and to use the driveways, walks and common facilities with the Condominium subject to the right of the Association to:

(i) promulgate rules and regulations for the use and enjoyment of the common property; and

(ii) suspend the enjoyment and voting rights of any Unit Owner for any period during which any assessment for Common Expenses remains unpaid or for any period during which any infraction of its published rules and regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment; and

(iii) the right of the Association to dedicate or transfer all or any part of the Common Elements, other than the Buildings, to any municipal, county, State, Federal or other public agency, authority, or utility, for such purposes and
subject to such conditions as may be agreed upon by the Unit Owners, provided that no such dedication, transfer, or determination as to the purposes of or as to the conditions of such dedication or transfer shall become effective unless such dedication, transfer and determination as to purpose and conditions thereof shall be authorized by unanimous vote of the members of the Association. The result of the vote taken therein shall be made and acknowledged by the President and Secretary-Treasurer of the Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Elements other than the Buildings, prior to the recording thereof in the Office of the County Clerk. Such certificate shall be conclusive evidence of authorization by the membership.

Sponsor, its successors and assigns, shall have the following easements with respect to the Property:

(a) A blanket and non-exclusive easement in, upon, through, under and across the Common Elements and the individual dwelling units for the purpose of construction, installation, maintenance and repair of any improvements to the Units or Common Elements, and for ingress and egress for the use of all driveways, parking areas and for viewing at reasonable times until the expiration of five years from the date of issuance of Certificate of Occupancy by the municipality for the last Unit in the Condominium.

In addition, Sponsor hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Sponsor or its agents to service any
Unit therein, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owners. In case of emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not; and

(b) A perpetual blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading and/or the improvements located upon the Property. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Condominium.

The Property shall also be subject to the following easements:

(a) The Association shall have a perpetual exclusive easement for the existence, continuance and maintenance of any Common Elements or of any improvements owned by it which presently or may hereafter encroach upon a Unit; and

(b) The Association shall have the perpetual and non-exclusive right of access to each Unit to inspect same to remove any violations set forth in this Master Deed, the By-Laws or in any regulations promulgated by the Association and to perform any operations required in connection with the maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving any Unit or the Common Elements; provided that requests for entry are made in
advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of any emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not; and

(c) Any bank, mortgage banker or other institutional lender who is the owner of a mortgage which encumbers any Unit, its officers, agents and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements, or any Unit so encumbered. This right shall be exercised only during reasonable daylight hours, and then whenever practicable, only after advance notice to and with the permission of the Association; and

(d) A blanket, perpetual and non-exclusive easement in, upon, over, across and through the Common Elements for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, poles, transformers, master television antennas or cable television facilities and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Property, which easement shall be for the benefit of any governmental agency or utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services; and
(e) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements to the City of Hackensack, the Association, their respective officers, agents and employees (but not the public in general) and to all police, fire and ambulance personnel in the proper performance of their respective duties (including but not limited to emergency or other necessary repairs to a Unit which the Unit Owner has failed to perform), and for repair and maintenance of the Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this subparagraph shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Unit Owners directly affected thereby.

10. BY-LAWS AND ADMINISTRATION; CHANGES IN DOCUMENTS; POWERS OF ATTORNEY - The Administration of the Common Elements of the Condominium and other common facilities shall be by the Association in accordance with the provisions of the Condominium Act, this Master Deed, the Articles of Incorporation, the By-Laws and of any other documents, amendments or supplements to the foregoing which may subsequently be required by a bank, mortgage banker or other institutional lender acceptable to the Sponsor to make mortgage loans on the subject premises or by a governmental agency having regulatory jurisdiction over the Condominium or by any title insurance company acceptable to Sponsor to insure title to any Units. Sponsor hereby reserves
for itself, its successors and assigns, for a period of five years from the date the first Unit is conveyed to an individual purchaser, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the above described documents which may be so required; provided, however, that no such agreement, document, amendment or supplement shall affect a material physical modification of a Unit, without the prior written consent of the Unit Owner and his mortgagee or adversely affect the priority or validity of a purchase money lien on a Unit sold hereunder, without the prior written consent of the mortgagee or any institutional holder of a first mortgage.

By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, Unit Owner or occupant, holder of any mortgage or other lien, does automatically and irrevocably name, constitute, appoint and confirm Sponsor, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Master Deed and other instrument(s) necessary to effect the foregoing (provided that such power of attorney may not be used to adversely affect the priority or validity of any lien on or the value of any Unit).
The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said powers.

11. RESTRICTIONS - The Condominium is subject to all covenants, restrictions and easements of record and to the following restrictions:

   (a) Units shall be utilized for residential purposes only.

   (b) No unit owner shall discriminate against a prospective purchaser on the basis of age, race, creed, color, national origin, ancestry, marital status, political affiliation or sex, subject to the owner selection criteria promulgated by the Sponsor.

   (c) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements. Dogs, cats or other household pets are permitted, not to exceed two in the aggregate, provided that they are not kept, bred or maintained for any commercial purpose, and
that they are housed within the Unit. No outside dog pens or yards shall be permitted;

(d) No trailer, tractor (except a small garden tractor) truck (commercial or unregistered), mobile home or the like shall be stored or housed on the Property, except within the garage;

(e) No portion of the Common Elements or other portion of the Property thereof shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be kept in sanitary containers on the Property for weekly or more frequent collection;

(f) No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted. No unshielded floodlights shall be installed in any exterior area on any Unit;

(g) Subject to the provisions of subparagraph (z) below, Unit Owner(s) shall reside in their condominium unit for a period of 3 years from the original date of purchase; provided, however, that the owner may sell said property and move therefrom within the said period where a change of circumstances with respect to health, employment, finance or marital status reasonably necessitates moving from subject premises. When such change of circumstances occurs, owner shall notify, in writing, the other association members and holder of the first mortgage and shall receive prior written approval from the Housing
Development Corporation of Bergen County, which approval shall not be unreasonably withheld. In this event, and in any future sale beyond the 3 year period, the Housing Development Corporation of Bergen County, shall have an exclusive first option to purchase the subject property at a purchase price which shall be computed as follows:

\[
\text{PURCHASE PRICE} = \text{BASE PRICE} + \left( \frac{\text{CURRENT CPI} - \text{BASE CPI}}{\text{BASE CPI}} \right) \times \text{BASE PRICE}.
\]

Said option shall be for a period not to exceed 3 months from the date said sponsor is notified by certified mail, return receipt requested, of owner's intent to sell. For purposes of this subparagraph (g) the following definitions apply: **BASE PRICE**: Purchase price paid by current unit owner plus the actual cost of any capital improvements (including, but not limited to initial installation of carpet or other floor covering and initial painting) made and paid for by the Unit Owner other than those expenses paid through common or special assessment. **BASE CPI**: CPI published during the month the current unit owner closed title; **CURRENT CPI**: Last published CPI immediately preceding current Unit Owner's written notification to Housing Development Corporation of Bergen County of intent to sell; **CPI**: Consumer Price Index for urban consumers in the New York-Northeastern New Jersey region as same is computed by the Bureau of Labor Statistics of the United States Department of Commerce and published in the Consumer Price Index - Detailed Report.

In the event the Sponsor, Housing Development Corporation of Bergen County, declines to exercise said option, the Unit Owner may sell his unit at a purchase price computed as set forth above to a family which meets the eligibility criteria promulgated by the Housing Authority of Bergen County.
Nothing in this subparagraph (g) shall apply to a mortgagee who acquires title through a sheriff's sale or otherwise; provided, however, that if a mortgagee shall have so acquired title, written notification of same shall be mailed, by certified mail, return receipt requested, to the Housing Development Corporation of Bergen County which shall then have the exclusive first option to secure a purchaser for a period not to exceed 30 days.

(h) No external or visible radio, television, or any type of communication aerial shall be installed or affixed on or about the exterior of any Building constructed or erected on the Property, or elsewhere on such Property without prior written approval of a majority of the other Unit Owners. In the event that only one Unit Owner agrees to such installation, then the non-unit Owner member shall cast the tie breaking vote and the vote of two of the three members shall govern;

(i) No signs of any kind shall be permitted upon the premises;

(j) In order to provide an orderly procedure in the case of title transfers and to assist in the maintenance of a current, up to date roster of Unit Owners, the owner of a Unit shall, subject to the provisions contained in subparagraph (g) above, forthwith notify the Association of the names and home addresses of the purchasers.
(k) No Unit Owner or occupant shall build, plant or maintain any matter or thing upon, in, over or under the Common Elements without the prior written consent of the other Unit Owner(s).

(l) No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements.

(m) Unit Owners shall not have any right to build, paint, or otherwise decorate or change the appearance of any portion of the exterior of any Building without prior written approval of the other Unit Owners. In the event that only one Unit Owner member agrees to such building, painting or decoration, then the non-Unit Owner member shall cast the tie breaking vote and the vote of two of the three members shall govern.

(n) To the extent that equipment, facilities and fixtures within any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the By-Laws and the rules and regulations of the Association.
(o) Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance of the Building or the contents thereof beyond the rates applicable for Units, without the prior written consent of the other Unit Owners. In the event that only one Unit Owner member agrees to such action which will increase such rates of insurance, then the non-Unit Owner member shall cast the tie breaking vote and the vote of two of the three members shall govern. No Unit Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements which will result in the cancellation of insurance on any of the Buildings or the contents thereof, or which will be in violation of any law.

(p) No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any such Unit or shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the Condominium.

(q) No unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(r) Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity
of any Building or which will structurally change a Building. No
Unit Owner (other than the Sponsor) may make any structural ad-
ditions, alterations or improvements in or to his Unit or in or
to the Common Elements or impair any easement without the prior
written consent of the other Unit owner. In the event that only two
Unit members agree to such addition, alteration or improvement, then
the non-Unit member shall cast the tie breaking vote and the vote of
three of the five members shall govern. Such approval, however,
shall not incur any liability on the part of the Association to
any contractor, subcontractor or materialman on account of such
addition, alteration or improvement, or to any person having any
any claim for injury to person or damage to property arising there-
from. A Unit Owner shall have the obligation to answer any written
request received by it from another Unit Owner for approval of a
proposed structural addition, alteration or improvement in such
Unit Owner's Unit within forty-five (45) days after receipt of such
request and failure to do so within the stipulated time shall con-
stitute a consent to the proposed structural addition, alteration
or improvement. Any Unit Owner wishing to make alteration, improvement
or addition in or to any Unit must, when necessary, file an appli-
cation for a building permit with the municipality and comply
with all local building codes. The Unit Owner shall furnish the
Association and the Sponsor with a copy of any such application
and/or permit which he has procured. The provisions of this
subparagraph (r) shall not apply to Units owned by the Sponsor until such Units have been initially sold and conveyed by the Sponsor.

(s) Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times. All floor areas in each Unit must be covered by padding, carpeting, area rugs, tile or linoleum of a size and quality reasonably acceptable to the Association. These provisions shall not apply to the Sponsor.

(t) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units.

(u) Subject to the provisions of subparagraph (z) below, no Unit shall be rented by the Owners thereof (except a lender in possession of such Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as "(i) rental for any period less than ninety (90) days; or (ii) any rental if the occupants of the Unit are provided customary hotel services," provided however, that any Unit owner including Sponsor may rent a Unit for a period of less than ninety (90) days to a contract purchaser. No Unit Owner may lease or rent less than
an entire Unit. Other than the foregoing obligations, the Unit Owners shall have the right to lease same provided that said lease is in writing, approved by the Sponsor and made subject to all provisions of this Master Deed, the By-Laws of the Association and other documents referred to herein, including the right of amendment reserved to Sponsor herein, and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease and provided further that any such lease shall be offered and made only to persons who qualify under the Section 8 Family Income Limit Computation provided by the Department of Housing and Urban Development; or the then applicable rental subsidy program sponsored by HUD; and if a unit is rented, the monthly rent shall not exceed the Section 8 Existing Housing published fair market rents. The income limit computation and the published fair market rent schedule shall be kept on file at the office of the Association. An owner may apply for an increase of the fair market rent if conditions so warrant.

In the event a tenant of a Unit defaults under his lease by failure to comply with the provisions of this Master Deed, By-Laws or rules and regulations of the Association, then, in addition to all other remedies which it may have, the
Association shall notify the Unit Owner of such default(s) and demand that the same be cured through the Unit Owner's efforts within thirty (30) days after such notice. If such default(s) is not cured within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such default(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described in this subparagraph (u).

(v) Each Unit Owner shall have the right to mortgage or encumber his Unit, provided that such mortgage or encumbrance is made to a bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund or
other institutional lender or is a purchase money mortgage made to the Sponsor or to the immediate predecessor in title to a Unit.

(w) All property taxes, special assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as provided in the New Jersey Condominium Act. In the event that for any year such taxes are not separately taxed to each Unit, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his proportionate undivided percentage interest in the Common Elements.

(x) Each Unit Owner shall pay for his own telephone and other utilities, if any, which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

(y) Each Unit Owner shall be responsible for the maintenance and general upkeep of the Common areas appurtenant to his unit, including off-street parking areas.

(z) OWNER-OCUPANCY REQUIREMENT. Mortgagor covenants and agrees that Mortgagor shall within 6 months from the date hereof and continually thereafter during the term of this mortgage occupy the Property as their primary residence.

In the event the Mortgagor shall fail to occupy the Property as aforesaid, then the entire principal balance together with accrued interest shall, at the option
of the mortgagee, become immediately due and payable.

This option shall not be exercisable by the mortgagee if the mortgagor's successor in interest to the Property occupies the Property in accordance with the terms of this covenant.

If, for any reason, New Jersey Mortgage Finance Agency ceases to be the mortgagee of record, the provisions of the owner-occupancy covenant shall be null and void.

12. OBLIGATIONS OF SPONSOR - Until the conveyance of title to the first Unit, the Sponsor shall be solely responsible for all Common Expenses. Following the first conveyance, the Owners of Units to whom title shall have been conveyed shall be responsible for their proportionate share of all Common Expenses. Until the issuance of a Certificate of Occupancy by the municipality for the final Unit within the Property, such share shall be provisional and equal to one-fourth of all Common Expenses and the Sponsor shall be responsible for payment of any deficits in the Common Expense budget.

Notwithstanding the foregoing, the Sponsor covenants and agrees for itself, its successors and assigns that for so long as it owns one or more of the Units, and subject to the exceptions expressly indicated, the Sponsor, its successors and assigns shall be governed by the provisions of and entitled to all rights and benefits reserved to Sponsor pursuant to this Master Deed and of all Exhibits attached hereto.

13. NO PARTITION - Subject to the provisions of the Master Deed and Articles of Incorporation and By-Laws of
the Association and the Condominium Act, the Common Elements shall
remain undivided and no Unit Owner shall bring any action for
partition or division thereof. In addition, the undivided percen-
tage interest in the Common Elements shall not be separated from
the Unit to which it appertains and shall be deemed conveyed or
encumbered with the Unit even though such interest is not expressly
mentioned or described in the conveyance or other instrument.

14. COMPLIANCE BY OWNERS: MEMBERSHIP IN THE
ASSOCIATION - Each owner or occupant of a Unit shall comply with
and shall assume ownership or occupancy subject to laws, rules and
regulations of governmental authorities having jurisdiction over
the Condominium, the provisions of this Master Deed, the Articles
of Incorporation, By-Laws and rules and regulations of the Associa-
tion and any other documents, amendments or supplements to the
foregoing as described in Paragraph 10 hereof. Failure to comply
with such provisions, rules and regulations shall be grounds for
injunctive relief by the Sponsor, the Association and any Unit
Owner, and for penalties and other available remedies at law or
in equity.

Upon acceptance of a Deed to a Unit each
Unit Owner shall automatically become a member of the Association
and shall be a member for so long as he shall hold legal title to
his Unit subject to all provisions of this Master Deed, the Con-
dominium Act, the Articles of Incorporation of the Association,
and the By-Laws and rules and regulations which may not now or
hereafter be established for or by the Association.
The Commissioners of the Housing Authority of Bergen County shall constitute the non-Unit Owner member of the Association; however, it is expressly understood and agreed that the Housing Authority of Bergen County shall not be liable for payment of any expenses or debts of any kind incurred on behalf of the Association, including but not limited to Annual or Special Assessments.

15. DAMAGE, DESTRUCTION OR CONDEMNATION -
If the Building, improvement or Common Element or any part thereof is damaged or destroyed by fire, casualty or eminent domain, the repair, restoration or ultimate disposition of any funds or proceeds thereby created shall be in accordance with R.S. 46:8B-24 and 25, respectively. In the event the Association determines not to repair or restore the damaged property in accordance with R.S. 46:8B-24, any insurance proceeds payable to a Unit Owner as a result of damage or destruction to his Unit and/or share of the Common Elements are thereby assigned and shall be paid to the institutional holder of a first mortgage lien on said Unit for application to the sums secured by said mortgage with the excess, if any, paid to the Unit Owners.

16. INSURANCE - The Association shall obtain and continue in effect blanket property insurance on the Common Elements in an amount equalling replacement value, and in form satisfactory to any bank, mortgage banker or other institutional lender holding first mortgage on either of the Units but without
prejudice to the right of the owner of any such Unit to obtain individual Unit insurance at his own cost. In addition, the Association shall obtain and continue such other amounts of liability insurance as may be required by the provisions of the By-Laws. Premiums for all such insurance coverage except for individual Unit coverage shall be a Common Expense to be included in the monthly assessment for Common Expenses.

17. AMENDMENT OF MASTER DEED - This Master Deed may be amended at any time after the date hereof by unanimous vote of all Association members, Article II of the Association By-Laws notwithstanding, provided further that any such material amendment shall have been approved in writing by each bank, mortgage banker or other institutional lender of a first mortgage lien on any Unit, which approval shall not be unreasonably withheld. No amendment shall be effective until recorded in the Office of the Clerk of Bergen County, New Jersey. This paragraph is by way of supplement to, and not in derogation of, the powers of amendment reserved to Sponsor pursuant to Paragraph 10 hereof and in case of any conflict between them, the least restrictive provision shall apply. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all Association Members in the manner required for the execution of a Deed and such amendment shall be effective when recorded in the public records of Bergen County, New Jersey; provided, however, that no such amendment may alter the priorities of the mortgagees.
18. ENFORCEMENT - Enforcement of this Master Deed, interpretation thereof, or the resolution of any claims, or disputes arising thereunder shall be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Notice of the demand for arbitration shall be filed in writing with all members of the Association and with the American Arbitration Association. The member filing for arbitration shall pay all filing fees. The arbitration panel shall consist of 3 arbitrators, one of whom shall be the non-Unit Owner member of the Association. The vote of 2 of the 3 said arbitrators shall be binding upon all members of the Association.

19. INVALIDITY - The invalidity of any provisions of this Master Deed, the Articles of Incorporation, or By-Laws of the Association shall not be deemed to impair or affect in any manner the validity, enforceability or affect the remainder of this Master Deed or said By-Laws and in such event all of the other provisions of this Master Deed and said By-Laws shall continue in full force and as if such invalid provision had never been included therein.

20. WAIVER - No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

21. GENDER - The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender
and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

22. RULE AGAINST PERPETUITIES - If any provision of this Master Deed, or the By-Laws attached hereto as Exhibit "E" shall be interpreted to constitute a violation of the Rule Against Perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Robert F. Kennedy, deceased, former Senator of the State of New York, plus twenty-one (21) years thereafter.

23. RATIFICATION, CONFIRMATION AND APPROVAL OF AGREEMENTS - The fact that some or all of the officers, members or employees of the Association and the Sponsor may be identical, and the fact that the Sponsor or its nominees, have heretofore or may hereafter enter into agreements with the Association or with third parties will not invalidate any such agreements with the Association and its members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchaser of a Unit, and the acceptance of the Deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the propriety and legality of said agreements or said agreement, or any other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Articles of Incorporation or the By-Laws of the Association.

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BOOK 6705 PAGE 911
24. RIGHTS RESERVED TO SPONSOR - Anything to the contrary herein or in the Articles of Incorporation or By-Laws of the Association notwithstanding, Sponsor hereby reserves for itself, its successors and assigns, for so long as it owns one or more Units in the Condominium or for a period of five (5) years from the date hereof, whichever is later, the right to sell, lease, mortgage or sublease any unsold Units within the Condominium.

25. PROTECTIVE PROVISIONS FOR THE BENEFIT OF INSTITUTIONAL MORTGAGEES - Anything to the contrary in this Master Deed or the By-Laws or Articles of Incorporation of the Association notwithstanding, the following shall apply with respect to each institutional holder of a first mortgage on any Unit.

(a) The prior written approval of each institutional holder of a first mortgage (hereinafter called "first mortgage") lien on any Unit in the Condominium is required for the following:

(i) The abandonment or termination of the Condominium except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) Any material amendment to the Master Deed or to the By-Laws or Articles of Incorporation, including, but not limited to, any amendment which would change the percentage interest of the Unit Owners in the Condominium,
except for such amendments as may be permitted pursuant to paragraph 10 of this Master Deed.

(b) No Unit in the Condominium may be partitioned or subdivided without the prior written approval of the holder of any first mortgage lien on such Unit.

(c) Any lien the Association may have on any Unit in the Condominium for the payment of Common Expenses assessments attributable to such Unit is subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date any such Common Expense assessments become due.

(d) By virtue of the provisions of this Master Deed and the By-Laws and Articles of Incorporation of the Association, any institutional holder of a first mortgage on a Unit in the Condominium is, upon request, entitled to:

(i) inspect the books and records of the Condominium during normal business hours; and

(ii) receive an annual audited financial statement of the Condominium within ninety (90) days following the end of any fiscal year of the Association; and

(iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

(e) In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the
institutional holder of any first mortgage on a Unit is entitled to timely written notice of any such damage or destruction. No Unit Owner or other party shall have priority over such institutional holder with respect to the distribution to such Unit of any insurance proceeds.

(f) If any Unit or portion thereof, or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit is entitled to timely written notice of any such proceedings or proposed acquisition and no Unit Owner or other party shall have priority over such institutional holder with respect to distribution to such Unit of the proceeds of any award or settlement.

(g) If an institutional holder of a first mortgage lien on the Unit obtains title to a Unit as a result of foreclosure of the first mortgage, then such acquirer of title, his successors and assigns, is not liable for the share of Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successor and assigns.
26. DURATION - The covenants and restrictions set forth in Section 11 of the Master Deed shall run with and bind all of the land included in the Condominium and shall insure to the benefit of and be enforceable by the Franklin Gardens Condominium Association and the owners of any land subject to this Master Deed, their respective successors, assigns, heirs, executors, administrators and personal representatives, for a period of forty years from the date this Master Deed is recorded in the Office of the Bergen County Clerk, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless all association members at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, in which they shall agree to change said covenants and restrictions in whole or in part. All changes concerning any such agreement shall not become effective and binding until three (3) years after the recording of the aforesaid fully executed instrument or instruments containing such agreement, and provided further, that in no event may the Common Elements be conveyed to any third person, firm or corporation without the express consent, by ordinance, of the governing body of the Village of Ridgewood (or such municipal corporation as may then have zoning and subdivision control jurisdiction of the Properties).

27. EXHIBITS - Attached hereto and made a part hereof are the following Exhibits:

Exhibit "A" - Metes and bounds description of the Property.
Exhibit "B" (Drawing SP-1) Final site plan of the Property, certified by Elkin/Sobolta Architects.

Exhibit "C-1" (Drawing A-3) and "C-2" (Drawing A-1) - Cross section drawing of the Building and floor plans, certified.

Exhibit "D" - Articles of Incorporation of Franklin Gardens Condominium Association.

IN WITNESS WHEREOF, the Sponsor has caused this instrument to be executed the day and year first above written, by its President and Secretary-Treasurer and the corporate seal affixed pursuant to a resolution duly and unanimously adopted by its Board of Trustees.

HOUSING DEVELOPMENT CORPORATION
BERGEN COUNTY

BY:

FRED VICTOR, President

ATTEST:

WILLIAM P. SCHUBER
Secretary-Treasurer

WITNESSETH:

DONALD A. CAMINITY
Attorney-at-Law of the State of New Jersey
STATE OF NEW JERSEY
COUNTY OF BERGEN

BE IT REMEMBERED, that on this ___ day of August, 1982, before me, the subscribed, an Attorney at Law of the State of New Jersey, personally, appeared Fred Victor, who, being duly sworn upon his oath, deposes and makes proof to my satisfaction that he is the President of the HOUSING DEVELOPMENT CORPORATION OF BERGEN COUNTY, the Sponsor named in the within Instrument; that William P. Schuber is the Secretary-Treasurer of said Sponsor, that the execution, as well as the making of this Instrument, has been authorized by a proper resolution of the Board of Trustees of said Sponsor; that deponent well knows the corporate seal of said Sponsor, and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Secretary-Treasurer as and for the voluntary act and deed of said Sponsor, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to before me the date aforesaid.

DANIEL C. CAMINITI
Attorney-at-Law of the State of New Jersey

PREPARED BY: DONALD A. CAMINITI, ESQ.
41 Main Street
Hackensack, NJ 07601
DESCRIPTION OF PROPERTY IN THE CITY OF HACKENSACK, N.J.

23 FRANKLIN STREET

Beginning at a point on the corner formed by the intersection of the southerly line of Franklin Street, and the westerly line of Washington Avenue. Running thence,

1. S 4° 06' E 100.00' along the said westerly line of Washington Avenue, thence

2. S 85° 52' W 50.00', thence

3. N 4° 06' W 100.00 to a point on the said southerly line of Franklin Street, thence

4. N 85° 52' E 50.00' along the same to the point or place of beginning.

In compliance with the requirements of Title 15, Chapter 24, et. seq. of the Revised Statutes of New Jersey, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit, and do hereby certify:

ARTICLE I

The name of the Corporation is FRANKLIN GARDENS CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 41 Main Street, Hackensack, New Jersey 07601.

ARTICLE III

E. Carter Corriston, Esq., whose address is 41 Main Street, Hackensack, New Jersey, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and control of the common elements within that certain tract of
property described in Schedules "A", "B" and "C" of a certain Master Deed entitled "Franklin Gardens, A Condominium", recorded or intended to be recorded in the Office of the Clerk of Bergen County, and to promote the health, safety and welfare of the residents within the above described property and for these purposes:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Deed, as same are applicable to the property described therein in Schedules "A" and "B" affixed thereto, or to additional property within the tract described in the aforesaid Schedule "A" which may now or hereafter be acquired by Franklin Gardens Condominium Association, its successors and assigns, and as that certain Master Deed may be amended from time to time as therein provided, said Master Deed being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of said Master Deed and the By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association
(d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

The Association shall be comprised of three members as follows, who shall manage the affairs of the Association:

(a) One member from among the owners of a fee simple interest in dwelling unit "23A Franklin Street, Hackensack New Jersey", subject to the Master Deed and to assessment by the Association;

(b) One member from among the owners of a fee simple interest in dwelling unit "23B Franklin Street, Hackensack New Jersey", subject to the Master Deed and to assessment by the Association;

(c) The Commissioners of the Housing Authority of Bergen County (HABC).

The initial membership, however, shall be composed of three (3) persons who need not be unit owners. The names and
addresses of the persons who shall constitute the intitial membership are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carla L. Lerman</td>
<td>413 W. Englewood Avenue, Teaneck, NJ 07666</td>
</tr>
<tr>
<td>William P. Schuber</td>
<td>33 Hudson Street, Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Housing Authority of Bergen County</td>
<td>190 Moore Street, Hackensack, NJ 07601</td>
</tr>
</tbody>
</table>

**ARTICLE VI**

Duration

The Corporation shall exist perpetually.

**ARTICLE VII**

Annexation of Additional Properties

Additional properties may be annexed to the property subject to the terms and condition of the Master Deed, By-Laws of this Association and rules and regulations promulgated thereunder, and all such additional properties shall be governed thereby.

**ARTICLE VIII**

Amendments of these Articles shall require the written assent of all Association members.

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 14th day of July, 1982.

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STATE OF NEW JERSEY)
COUNTY OF BERGEN)

BE IT remembered, that on this 14th day of July, 1982,
before me, the subscriber, an Attorney-at-Law of the State of New
Jersey, personally appeared Fred Victor, Howard Hurwitz, William P.
Schuber, Carla L. Lerman and Leon Savetsky, who I am satisfied are
the persons named in and who executed the within instrument, and
thereupon they acknowledged that they signed, sealed and delivered
the same as their act and deed, for the uses and purposes herein
expressed.

DONALD A. CAMINITI
Attorney-at-Law of the State
of New Jersey
BY-LAWS
OF
FRANKLIN GARDENS CONDOMINIUM

ARTICLE I

Section 1. Unit Ownership. The project located at 23 Franklin Street, City of Hackensack, State of New Jersey, known as "Franklin Gardens Condominium" is submitted to the provisions of N.J.S.A. 46:8B-1 et. seq.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws and to the Master Deed.

The mere acquisition of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws and the provisions of the Master Deed are accepted, ratified, and will be complied with.

ARTICLE II

Voting, Quorum, Proxies

Section 1. Voting. Each unit owner Association member shall be entitled to cast one vote. In the event their votes are not unanimous, then the non-unit owner member shall be entitled to cast the tie breaking vote and the vote of two (2) of the
three (3) members shall govern. This voting procedure shall apply whenever these By-Laws call for a vote on any issue.

Section 2. Quorum. Except as otherwise provided in these By-Laws, the presence of three (3) Association members shall constitute a quorum.

Section 3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Executive Assistant before the appointed time of each meeting.

ARTICLE III

Administration

Section 1. Membership. The Association shall be comprised of three (3) members as follows, who shall manage the affairs of the Association:

(a) One member from among the owners of a fee simple interest in dwelling unit "23A Franklin Street" subject to the Master Deed and to assessment by the Association;

(b) One member from among the owners of a fee simple interest in dwelling unit "23B Franklin Street" subject to the Master Deed and to the assessment by the Association;

(c) The Commissioners of the Housing Authority of Bergen County.

The initial membership, however, shall be composed of three (3) persons who need not be unit owners. The names and addresses of the person who shall constitute the initial
membership are:

<table>
<thead>
<tr>
<th>Name</th>
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<tr>
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</tbody>
</table>

Section 2. Association Responsibilities. The Association will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project. Except as otherwise provided, decisions and resolutions of the Association shall require approval by three unit owners. In the event only one unit owner member approve, then the non-unit owner member shall be entitled to cast the tie breaking vote and the vote of two of the three members shall govern. This voting procedure shall apply whenever these By-Laws call for a vote on any issue.

Section 3. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners.

Section 4. Annual Meetings. The first annual meeting of the Association shall be held on October 4, 1982. Thereafter, the annual meetings of the Association shall be held on the first Monday of October of each succeeding year.

Section 5. Special Meetings. It shall be the duty of the President to call a special meeting of the members whenever
two of the three members request such a meeting and specify therein the business to be transacted. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two of the members present.

Section 6. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member and to any institutional holder of a first mortgage on either of the units, at least five (5) but not more than ten (10) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 7. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 8. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of committees.
(f) Unfinished business.
(g) New business.
Section 9. Powers and Duties. In addition to duties imposed by these By-Laws, the Association shall be responsible for the following:

(a) Care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.

(b) Collection of monthly assessments from the owners.

Section 10. Waiver of Notice. Before or at any meeting of the Association, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Association shall be a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of the Association, no notice shall be required and any business may be transacted at such meeting.

ARTICLE IV
Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Secretary, a Treasurer and an Executive Assistant, all of whom shall be Unit Owner Association members. The office of Secretary and Treasurer may be held by one person.

Section 2. Selection of Officers. All officers shall be elected annually at the annual meeting of the Association from among the Unit Owner Association members.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are usually vested in the officer of President of an Association.
Section 4. Executive Assistant. The duties of the Executive Assistant shall be limited to taking the place of the President, Secretary or Treasurer and performing their duties whenever any of them shall be absent or unable to act.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Association; he shall have charge of all books and papers and he shall, in general, perform all the duties incident to the office of Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall provide a monthly written certificate to the Sponsor stating whether or not all Common Expense assessments have been paid. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in a federally insured banking institution.

ARTICLE V

Obligations of the Owners

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all project premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made equally among the unit owners, as stipulated in the Master Deed. Such assessments shall include monthly payments to a General Operating Reserve.
Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to the other owner, and is expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

Section 3. Use of Family Units - Internal Changes.

As provided in Master Deed.

Section 4. Use of Common Areas and Facilities and Restricted Common Areas and Facilities

An owner shall not place or cause to be placed in the lobbies, vestibules, stairway, and other project areas and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

Section 5. Right of Entry.

(a) An owner shall grant the right of entry to any person authorized by the Association in case of any emergency originating in or threatening his unit, whether the owner is present at any time or not.
(b) An owner shall permit another owner, or his representative or the Sponsor, when so required, to enter his unit for the purpose of viewing, performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a reasonable time. In case of an emergency, such right of entry shall be immediate.

As provided in Master Deed.

ARTICLE VI

Amendments to Plan of Apartment Ownership

These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by unanimous vote of all Association members, notwithstanding provisions for majority vote, Article II, above.

ARTICLE VII

Mortgagees

Section 1. Notice to Association. An owner who mortgages his unit, shall notify the Association of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled, "Mortgagees of Units."

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit; and shall request the financial institution holding the Association's monthly assessments to provide quarterly statements to the mortgagee.
ARTICLE VIII
Compliance

These By-Laws are set forth to comply with the requirements of N.J.S.A. 46:8B-1 et. seq.

In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE IX
Corporate Seal

The seal, an impression of which is affixed below, is hereby adopted as the seal of the Association.
MASTER DEED
FOR
PULASKI PLACE, A CONDOMINIUM

THIS MASTER DEED, made this 18th day of August, 1982, by the HOUSING DEVELOPMENT CORPORATION OF BERGEN COUNTY, New Jersey not for profit corporation organized pursuant to N.J.S.A. 15:1-1 et. seq. having its principal office at 190 Moore Street, Hackensack, New Jersey, hereinafter referred to as "Sponsor".

WHEREAS, Sponsor is the owner of the fee simple title to those lands and premises described in Exhibit "A" attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the "Property" located at 2-8 Pulaski Place in the City of Hackensack, New Jersey; and

WHEREAS, Sponsor intends to construct two two-family dwelling units, together with driveways as more particularly shown on that certain map entitled "Site Plan (SP-1)", prepared by Elkin/Sobalta, Architects, dated attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, the Sponsor has established the Pulaski Place Condominium Association, a New Jersey non-profit corporation, for the administration, operation and management of Pulaski Place, a Condominium and other improvements intended for the common use and enjoyment of the residents of the Property;
THEREFORE, WITNESSETH:

1. ESTABLISHMENT OF CONDOMINIUM - The Sponsor does hereby submit, declare and establish Pulaski Place, a Condominium in accordance with R.S. 46:8B-1 et. seq., for that parcel of land described on Exhibit "A" aforesaid and as more particularly shown on Exhibit "B" aforesaid.

2. DEFINITIONS - For the purpose hereof, the following terms shall have the following meanings unless the context in which same is utilized clearly indicates otherwise:

(a) "Condominium" shall mean (i) that parcel of land described in Exhibit "A" aforesaid; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands, whether or not shown on any exhibit hereto attached; and (iii) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; and (iv) the entire entity created by the execution and recording of this Master Deed.

(b) "Unit" shall mean a part of the Condominium designated and intended for independent use as a residential dwelling, and shall not be deemed to mean any part of the General Common Elements situated within or appurtenant to a Unit, as more specifically described in Paragraph 4 hereof.

(c) "Common Elements" shall have the same meaning as "common elements" pursuant to R.S. 46:8B-3(d), except as same may be modified by the provisions of Paragraph 5 hereof.
(d) "Common Expenses" shall, subject to the provisions of Paragraph 6 hereof, mean all those expenses anticipated by R.S. 46:8B-3, in addition to all expenses incurred by the Association, or their officers, agents or employees, in the lawful performance of their respective duties.

(e) "Property" shall mean the Buildings, the land described in Exhibits "A" and "B" and all improvements now or hereinafter constructed in, upon, over or through such lands.

(f) "Association" shall mean Pulaski Place Condominium Association, a New Jersey non-profit corporation, formed to administrate, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the General Common Elements of the Condominium.

(g) "Articles of Incorporation" shall mean the Articles of Incorporation of Pulaski Place Condominium Association, attached hereto as Exhibit "D".

(h) "By-Laws" shall mean the By-Laws of Pulaski Place Condominium Association, attached hereto as Exhibit "E".

(i) "Buildings" shall mean the two buildings each containing two Units and/or any other enclosed structure constructed or hereafter constructed upon the land described in Exhibit "A" and shown on Exhibit "B".

(j) "Sponsor" shall refer to Housing Development Corporation of Bergen County, a New Jersey not for profit corporation organized pursuant to N.J.S.A. 15:1-1 et. seq., its
SCHEDULE "A"

All that tract of land lying and being in the City of
Hackensack, County of Bergen, State of New Jersey, being
more particularly described as follows:

Condominium Unit 8B Pulaski Place on the second floor in
the Pulaski Place Condominium, together with an undivided .25
percent interest in the common elements appurtenant thereto,
in accordance with and subject to the terms, limitations,
conditions, covenants, restrictions and other provisions
of the Master Deed dated August 18, 1982, recorded August 20,
1982 in the Bergen County Clerk's Office in Deed Book 6705
page 184.

Subject to covenants, easements and restrictions of record,
applicable laws, ordinances and regulations, and such facts
as an accurate survey would reveal.
Section 4. Executive Assistant. The duties of the Executive Assistant shall be limited to taking the place of the President, Secretary or Treasurer and performing their duties whenever any of them shall be absent or unable to act.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Association; he shall have charge of all books and papers and he shall, in general, perform all the duties incident to the office of Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall provide a monthly written certificate to the Sponsor stating whether or not all Common Expense assessments have been paid. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in a federally insured banking institution.

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Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all project premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made equally among the unit owners, as stipulated in the Master Deed. Such assessments shall include monthly payments to a General Operating Reserve.
Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to the other owner, and is expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

Section 3. Use of Family Units - Internal Changes.

As provided in Master Deed.

Section 4. Use of Common Areas and Facilities and Restricted Common Areas and Facilities

An owner shall not place or cause to be placed in the lobbies, vestibules, stairway, and other project areas and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

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As provided in Master Deed.

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ARTICLE VII
Mortgagees

Section 1. Notice to Association. An owner who mortgages his unit, shall notify the Association of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled, "Mortgagees of Units."

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit; and shall request the financial institution holding the Association's monthly assessments to provide quarterly statements to the mortgagee.
ARTICLE VIII

Compliance

These By-Laws are set forth to comply with the requirements of N.J.S.A. 46:8B-1 et. seq.

In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE IX

Corporate Seal

The seal, an impression of which is affixed below, is hereby adopted as the seal of the Association.
Development Corporation of Bergen County, which approval shall not be unreasonably withheld. In this event, and in any future sale beyond the 3 year period, the Housing Development Corporation of Bergen County, shall have an exclusive first option to purchase the subject property at a purchase price which shall be computed as follows:

\[
PURCHASE\ \text{PRICE} = \text{BASE PRICE} + \left( \frac{\text{CURRENT CPI} - \text{BASE CPI}}{\text{BASE CPI}} \right) \times \text{BASE PRICE}.
\]

Said option shall be for a period not to exceed 3 months from the date said sponsor is notified by certified mail, return receipt requested, of owner's intent to sell. For purposes of this sub-paragraph (g) the following definitions apply: **BASE PRICE**: Purchase price paid by current unit owner plus the actual cost of any capital improvements (including, but not limited to initial installation of carpet or other floor covering and initial painting) made and paid for by the Unit Owner other than those expenses paid through common or special assessment. **BASE CPI**: CPI published during the month the current unit owner closed title; **CURRENT CPI**: Last published CPI immediately preceding current Unit Owner's written notification to Housing Development Corporation of Bergen County of intent to sell; **CPI**: Consumer Price Index for urban consumers in the New York-Northeastern New Jersey region as same is computed by the Bureau of Labor Statistics of the United States Department of Commerce and published in the Consumer Price Index - Detailed Report.

In the event the Sponsor, Housing Development Corporation of Bergen County, declines to exercise said option, the Unit Owner may sell his unit at a purchase price computed as set forth above to a family which meets the eligibility criteria promulgated by the Housing Authority of Bergen County.
**ATTACHMENT D.
CAPITAL IMPROVEMENTS**

The following improvements were made to the condominium unit,

8B Pulaski Place Hackensack

1982

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total settlement charges</td>
<td>1,224.91</td>
</tr>
<tr>
<td>Carpets</td>
<td>1,927.53</td>
</tr>
<tr>
<td>Kitchen floor covering</td>
<td>350.00 *</td>
</tr>
<tr>
<td>Painting</td>
<td>450.00 *</td>
</tr>
<tr>
<td>Shades</td>
<td>400.00 *</td>
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</table>

1983

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<th>Item</th>
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<tr>
<td>Central A./C.</td>
<td>3,375.00</td>
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1984

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<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground cover</td>
<td>21.00</td>
</tr>
<tr>
<td>Insulation on water heater</td>
<td>10.60</td>
</tr>
<tr>
<td>Dry well for storm drains</td>
<td>62.10</td>
</tr>
<tr>
<td>Peg boards</td>
<td>11.42</td>
</tr>
<tr>
<td>Crushed stone for shed</td>
<td>13.00</td>
</tr>
<tr>
<td>Stain and polyurethane</td>
<td>36.55</td>
</tr>
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Receipts for the above items are available upon request.

Items listed above with * are estimates. I requested statements from Visa for the period these items were purchased.

The following improvements were made to the condominium unit,

8B Pulaski Place Hackensack

1982

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[List provided by Seller]

Image must be verified as 7/18/85

R.A.B.C.
SCHEDULE "A"

All that tract of land lying and being in the City of Hackensack, County of Bergen, State of New Jersey, being more particularly described as follows:

Condominium Unit 8B Pulaski Place on the second floor in the Pulaski Place Condominium, together with an undivided .25 percent interest in the common elements appurtenant thereto, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions and other provisions of the Master Deed dated August 18, 1982, recorded August 20, 1982 in the Bergen County Clerk's Office in Deed Book 6705 page 184.

Subject to covenants, easements and restrictions of record, applicable laws, ordinances and regulations, and such facts as an accurate survey would reveal.
successors and assigns. Unless the context clearly indicates otherwise, all definitions set forth in R.S. 46:8B-3 are incorporated herein by reference and the definitions set forth above shall be used in conjunction therewith.

3. GENERAL DESCRIPTION OF CONDOMINIUM - The Condominium will contain two buildings consisting of four Units as shown on Exhibit "B", and includes all rights and appurtenances thereto belonging or appertaining. The units shall be designated as Numbers 2A, 2B and 8A, 8B Pulaski Place.

4. DESCRIPTION OF UNITS - The dimensions, area and location of the Buildings and all of the aforesaid Units within the Condominium are as shown graphically on Exhibits "B" and "C-1" as same may be amended from time to time as herein provided. Each Unit is intended to contain all space within the area bounded by the interior surface of the exterior perimeter and party walls of each Unit.

BOTTOM: (a) Lower Units. The bottom of the lower units (2A and 8A Pulaski Place) is an imaginary horizontal plane through the lowest point of the exterior surface of the slab on grade within the unit. (b) Upper Units. (2B and 8B Pulaski Place) is an imaginary horizontal plane through the lowest point of the exterior surface of the subject floor of the upper Unit. In the case of the steps therein, the lowest point of the exterior unfinished surface of each trend, and extending in every direction to the point where it closes with a side of such Unit.
TOP: The top of each Unit is an imaginary plane along and coincident with the unfinished and unexposed surface of the gypsum board which forms the ceiling of the uppermost story in the Unit to where it closes at every side of such Unit.
SIDES: The sides of each Unit are graphically shown on Exhibits "C-1" and "C-2" aforesaid. There are imaginary vertical planes along and coincident with the innermost surface of the studding of the perimeter and party walls, or where no wall exists, an imaginary vertical plane along and coincident with the exterior surface of the windows or doors located on the perimeter of such Unit, and each side extends upwards and downwards so as to close the area in each said Unit bounded by the bottom and top of the Unit.

Each Unit also includes all built-in appliances, cabinets, fixtures, doors, windows, patio, interior walls and partitions, gypsum board and/or other facing material on the walls and ceilings thereof, chimneys and flues, the inner decorated and/or finished surface of the floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements located within such Unit described, or which are exclusively appurtenant to such Units, although all or part thereof may not be located within the Unit, and shall include, but not be limited to, the following individual appurtenances:

(a) Complete heating system;

(b) Hot water heater;

(c) So much of the plumbing system as extends from the walls and floors into the interior air space;

(d) All electrical wires which extend from the ceilings, walls or floors into the interior air space and all fixtures, switches, outlets and circuit breakers;
(e) All utility meters not owned by the public utility agency supplying service; and

(f) All master antenna and cable television wiring, if installed later.

5. DESCRIPTION OF COMMON ELEMENTS - All appurtenances and facilities and other items which are not part of the Units hereinbefore described in Paragraph 4 shall comprise the Common Elements as graphically shown on Exhibits "B", "C-1" and "C-2" aforesaid. The Common Elements shall also include by way of description but not by way of limitation:

(a) All lands shown on Exhibit "B" aforesaid whether improved or unimproved; and

(b) All driveways, curbs and sidewalks subject to the easements and provisions set forth in Paragraph 9 hereof; and

(c) The driveways and lawn area as shown on Exhibit "B" shall constitute Common Elements for the exclusive use of the Unit Owners to whom they are assigned by the Association from time to time in accordance with its rules and regulations. The Unit Owner's right to use his assigned driveway and assigned lawn area shall be appurtenant to his Unit and shall terminate upon conveyance of title to such Unit. Each Unit owner shall be responsible for the care and maintenance of said lawn areas and driveways including snow removal; and

(d) Lawn areas, shrubbery, conduits and utility lines subject to the easements and provisions set forth in Paragraph 9 hereof; and
(e) Public connection and meters for gas, electricity, telephone and water not owned by the public utility or other agencies providing such services; and

(f) The foundations, columns, girders, beams, exterior or interior bearing or main walls and floors between Units; and

(g) Exterior lighting and other facilities necessary to the upkeep and safety of the Buildings and grounds; and

(h) Any easement or other right which may now or hereafter be granted for the benefit of the Unit Owner(s) or others for access to or use of the Common Elements not included within the Condominium or for any other purpose; and

(i) All tangible personal property required for the operation, maintenance and administration of the Condominium which may be owned by the Association; and

(j) All other elements of any improvement necessary or convenient to the existence, management, operation, maintenance and safety of the Condominium or normally in common use.

6. ESTATE ACQUIRED: INTEREST IN COMMON
ELEMENTS: INTEREST IN COMMON SURPLUS: VOTING: COMMON EXPENSES.
The Owner of each Unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple; and shall acquire as an appurtenance thereto an undivided 25% interest in the Common Elements of the
Condominium, which shall not be divisible from the Unit to which it appertains.

The aforesaid percentage interest shall be used to allocate the division of proceeds, if any, resulting from casualty loss, any eminent domain proceedings, any common surplus of the Association, or from any other disposition of the Condominium property.

Assessments for Common Expenses shall be apportioned equally among all Units within the Condominium.

7. COMMON EXPENSE ASSESSMENTS: LIST OF ASSESSMENTS: NOTICE OF ASSESSMENTS: CERTIFICATE AS TO PAYMENT: LIENS FOR ASSESSMENTS. - It shall be an affirmative and perpetual obligation of the Association to fix Common Expense assessments in an amount at least sufficient to maintain the exterior of the aforesaid Buildings and to maintain and operate the other Common Elements. The amount of monies for Common Expenses of the Association deemed necessary and the manner of expenditure thereof shall be a matter for the sole discretion of the Association members. Insurance premium shall be paid from common expense assessment.

Annual Assessments shall be made for the period extending from January 1, through the next succeeding December 31 and shall be payable monthly due on the 1st day of each month. The Association shall determine, at least thirty (30) days in advance of the due date of each first annual Common Expense installment, the amount of such installment. If any unit owner fails to pay monthly installment of the annual assessment.
when due, the entire annual assessment shall immediately become
due and owing.

If an annual assessment is not made as
required, an assessment shall be presumed to have been made in
the amount of the last prior year's assessment, and any install­
ments on such assessment shall be due upon each installment pay­
ment date until changed by an amended assessment.

In the event the annual assessment proves
to be insufficient, the budget and assessments may be amended
at any time by the Association, provided that nothing herein
shall serve to prohibit or prevent the Association from imposing
a lump sum assessment in the case of any immediate need or
emergency.

In addition to the annual assessments
hereinbefore authorized, the Association may levy, in any assess­
ment year, a special assessment, applicable to that year only,
for the purpose of defraying in whole or in part, the cost of any
construction or reconstruction, unexpected repair or replacement
or as described capital improvement upon or to the Common Ele­
ments, including the necessary furniture, fixtures, equipment
and other personal property related thereto, or for any other
lawful purpose, provided that any such special Common Expense
assessment is agreed to by three or more unit owner members of the
Association. In the event that only two unit owner members agree to
such assessment, then the non-unit owner member shall cast the
tie breaking vote and the vote of 3 of the 5 members shall govern.
Every Unit Owner, by acceptance of a deed or other conveyance for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such sums, by way of non-refundable annual or special Common Expense assessments as are herein or in the By-Laws of the Association more particularly described. Upon the purchase of a Unit, the portion of the then current annual assessment payable by the purchaser shall be an amount which bears the same relationship to the annual assessment as the remaining number of months in the then current annual assessment period bears to twelve. No portion of any month shall be adjusted. Such first annual assessment or portion thereof for which a purchaser is liable shall be immediately due upon the closing of title to the purchaser.

The Association shall, upon the request of an Association member, or of the mortgagee of any Unit, furnish to such Unit Owner or mortgagee, a certificate in writing, signed by an officer of the Association, setting forth whether or not such Common Expense assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any Common Expense assessments therein stated to have been paid. The Treasurer of the Association shall provide a monthly certificate in writing to the Sponsor setting forth whether or not such Common Expense assessment has been paid. In addition, the Treasurer of the Association shall request that a quarterly statement of the balance in the savings account holding common expense assessments be sent to the mortgagee and the Housing Authority of Bergen County.

No Unit Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Common Elements.
Each such assessment shall be a continuing lien upon the Unit against which it was made and shall also be the personal obligation of the Owner of such Unit at the time when the Common Expense assessment fell due, together with such interest thereon and cost of collection thereof (including reasonable attorney's fees). In the event a Unit Owner shall default or otherwise be delinquent in the payment of any such assessment, the Housing Development Corporation of Bergen County reserves the right to pay such assessment and thereupon shall acquire a lien against the property in the amount of said payment. Liens for unpaid Common Expense assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. A suit to recover a money judgment for unpaid Common Expense assessments may be maintained without waiving the lien securing the same.

Any lien for unpaid Common Expense assessments shall be subordinate to any lien for past due and unpaid taxes and the lien of any institutional first mortgagee, including mortgage broker or an agency of the State of New Jersey or of the Federal Government or mortgages now or hereafter placed upon any Unit; provided, however, that such subordination shall apply only to the sale or transfer or any such Unit pursuant to a decree or foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve any such Unit Owner from liability for any Common Expense assessments thereafter becoming due, nor from the lien of any such subsequent Common Expense assessment.

8. COMMON EXPENSES: RESPONSIBILITIES OF OWNERS: DAMAGE DUE TO NEGLIGENCE, OMISSION OR MISUSE - The
annual Common Expense assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the members of the Association, including, but not limited to the maintenance and repair of the exterior of the aforesaid Building, limited to cleaning, painting and sandblasting of the exterior surfaces and finishes; roof repairs; maintenance, repair and replacement of the Common Elements and improvements on the Property; payment of all taxes and insurance premiums; all costs and expenses incidental to the operation and administration of the Association; and, such other items as may from time to time be deemed appropriate by the Association. The Association may also provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Association personnel or representatives and charged as a Common Expense.

Each Unit Owner shall promptly furnish, perform, and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit, provided however: (i) such maintenance, repairs and replacements as may be required for the functioning of the common plumbing, heating and water supply systems within the Building shall be furnished by the Association, but any and all expenses incurred thereby shall be the responsibility of the Unit Owners; and (ii) the Association, its agents and employees may effect emergency or
other necessary repairs which the Unit Owner has failed to perform. Except as hereinbefore provided, maintenance, repairs and replacements of the plumbing fixtures and systems, heating systems, windows, doors, balconies, patios, stairways, electrical systems and receptacles, breaker boxes, kitchen appliances and equipment, and lighting fixtures within any Unit or part of the Common Elements appurtenant thereto shall be the Unit Owner's responsibility at its sole cost and expense, and if any Unit Owner fails to perform such work the Condominium Association may do so on the Unit Owner's behalf and charge the reasonable expenses thereof to the Unit Owner. Maintenance, repair, replacement, cleaning and washing of all wallpaper, paint, paneling, floor covering, draperies and window shades or curtains within any Unit shall be the Unit owner's responsibility at his sole cost and expense.

If, due to the negligent act or omission of or misuse by Unit Owner, or a member of his family or household pet, or a guest, occupant or visitor of a member (whether authorized or unauthorized by the Unit Owner), damage shall be caused to the Common Elements, or to the Unit owned by another, or maintenance, repair or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and be liable for any damages, liability, costs and expense, including attorney's fees, caused by or arising
out of such circumstances; and such maintenance, repairs and replacements to the Common Elements or the Unit shall be subject to the By-Laws and the rules and regulations of the Association.

9. EASEMENTS - Every Unit Owner, his successors and assigns, shall have the following perpetual easements with respect to the property:

(a) A non-exclusive easement in, upon, over, under, across and through the Common Elements to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements; and

(b) An exclusive easement for the existence and continuance of any encroachment by his Unit upon any adjoining Unit or upon any Common Elements, now existing or which may come into existence hereafter as a result of construction, repair, shifting, settlement, movement of any portion of the Building or a Unit, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Building stands; and

(c) A non-exclusive easement for ingress and egress to his Unit in, upon, under, over, across and through the Common Elements; and

(d) An exclusive easement to use and enjoy the surfaces of the main walls, (including any windows, doors,
chimneys, stoops or patios therein), ceilings and floors, contained within his Unit; and

(e) An easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, cable and master antenna television and other Common Elements located in any of the other Units and serving his Unit; and

(f) A perpetual and non-exclusive easement in, over and through the Common Elements of the Condominium and to use the driveways, walks and common facilities with the Condominium subject to the right of the Association to:

   (i) promulgate rules and regulations for the use and enjoyment of the common property; and

   (ii) suspend the enjoyment and voting rights of any Unit Owner for any period during which any assessment for Common Expenses remains unpaid or for any period during which any infraction of its published rules and regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment; and

   (iii) the right of the Association to dedicate or transfer all or any part of the Common Elements, other than the Buildings, to any municipal, county, State, Federal or other public agency, authority, or utility, for such purposes and
subject to such conditions as may be agreed upon by the Unit Owners, provided that no such dedication, transfer, or determination as to the purposes of or as to the conditions of such dedication or transfer shall become effective unless such dedication, transfer and determination as to purpose and conditions thereof shall be authorized by unanimous vote of the members of the Association. The result of the vote taken therein shall be made and acknowledged by the President and Secretary-Treasurer of the Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Elements other than the Buildings, prior to the recording thereof in the Office of the County Clerk. Such certificate shall be conclusive evidence of authorization by the membership.

Sponsor, its successors and assigns, shall have the following easements with respect to the Property:

(a) A blanket and non-exclusive easement in, upon, through, under and across the Common Elements and the individual dwelling units for the purpose of construction, installation, maintenance and repair of any improvements to the Units or Common Elements, and for ingress and egress for the use of all driveways, parking areas and for viewing at reasonable times until the expiration of five years from the date of issuance of Certificate of Occupancy by the municipality for the last Unit in the Condominium. In addition, Sponsor hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Sponsor or its agents to service any
Unit therein, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owners. In case of emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not; and

(b) A perpetual blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements for surface water run off and drainage caused by natural forces and elements, grading and/or the improvements located upon the Property. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and run off patterns and systems within the Condominium.

The Property shall also be subject to the following easements:

(a) The Association shall have a perpetual exclusive easement for the existence, continuance and maintenance of any Common Elements or of any improvements owned by it which presently or may hereafter encroach upon a Unit; and

(b) The Association shall have the perpetual and non-exclusive right of access to each Unit to inspect same to remove any violations set forth in this Master Deed, the By-Laws or in any regulations promulgated by the Association and to perform any operations required in connection with the maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving any Unit or the Common Elements; provided that requests for entry are made in
advance and that any such entry is at a time reasonably convenient
to the Unit Owner. In case of any emergency, such right of entry
shall be immediate, whether the Unit Owner is present at the time
or not; and

(c) Any bank, mortgage banker or other institutional lender who is the owner of a mortgage which encumbers any
Unit, its officers, agents and employees, shall have a blanket,
perpetual and non-exclusive easement to enter the Condominium or
any part thereof to inspect the condition and repair of the Common
Elements, or any Unit so encumbered. This right shall be exercised
only during reasonable daylight hours, and then whenever practi-
cable, only after advance notice to and with the permission of the
Association; and

(d) A blanket, perpetual and non-exclusive
easement in, upon, over, across and through the Common Elements
for the purpose of the installation, maintenance, repair, service
and replacement of all sewer, water, power and telephone pipes,
lines, mains, conduits, poles, transformers, master television
antennas or cable television facilities and any and all other
equipment or machinery necessary or incidental to the proper
functioning of any utility systems serving the Property, which
easement shall be for the benefit of any governmental agency or
utility company or other entity which requires same for the
purpose of furnishing one or more of the foregoing services; and
(e) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements to the City of Hackensack, the Association, their respective officers, agents and employees (but not the public in general) and to all police, fire and ambulance personnel in the proper performance of their respective duties (including but not limited to emergency or other necessary repairs to a Unit which the Unit Owner has failed to perform), and for repair and maintenance of the Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this subparagraph shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Unit Owners directly affected thereby.

10. BY-LAWS AND ADMINISTRATION; CHANGES IN DOCUMENTS; POWERS OF ATTORNEY - The Administration of the Common Elements of the Condominium and other common facilities shall be by the Association in accordance with the provisions of the Condominium Act, this Master Deed, the Articles of Incorporation, the By-Laws and of any other documents, amendments or supplements to the foregoing which may subsequently be required by a bank, mortgage banker or other institutional lender acceptable to the Sponsor to make mortgage loans on the subject premises or by a governmental agency having regulatory jurisdiction over the Condominium or by any title insurance company acceptable to Sponsor to insure title to any Units. Sponsor hereby reserves
for itself, its successors and assigns, for a period of five years from the date the first Unit is conveyed to an individual purchaser, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the above described documents which may be so required; provided, however, that no such agreement, document, amendment or supplement shall affect a material physical modification of a Unit, without the prior written consent of the Unit Owner and his mortgagee or adversely affect the priority or validity of a purchase money lien on a Unit sold hereunder, without the prior written consent of the mortgagee or any institutional holder of a first mortgage.

By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, Unit Owner or occupant, holder of any mortgage or other lien, does automatically and irrevocably name, constitute, appoint and confirm Sponsor, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Master Deed and other instrument(s) necessary to effect the foregoing (provided that such power of attorney may not be used to adversely affect the priority or validity of any lien on or the value of any Unit).
The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said powers.

11. RESTRICTIONS - The Condominium is subject to all covenants, restrictions and easements of record and to the following restrictions:

(a) Units shall be utilized for residential purposes only.

(b) No unit owner shall discriminate against a prospective purchaser on the basis of age, race, creed, color, national origin, ancestry, marital status, political affiliation or sex, subject to the owner selection criteria promulgated by the Sponsor.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements. Dogs, cats or other household pets are permitted, not to exceed two in the aggregate, provided that they are not kept, bred or maintained for any commercial purpose, and
that they are housed within the Unit. No outside dog pens or yards shall be permitted;

(d) No trailer, tractor (except a small garden tractor) truck (commercial or unregistered), mobile home or the like shall be stored or housed on the Property, except within the garage;

(e) No portion of the Common Elements or other portion of the Property thereof shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be kept in sanitary containers on the Property for weekly or more frequent collection;

(f) No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted. No unshielded floodlights shall be installed in any exterior area on any Unit;

(g) Subject to the provisions of subparagraph (z) below, Unit Owner(s) shall reside in their condominium unit for a period of 3 years from the original date of purchase; provided, however, that the owner may sell said property and move therefrom within the said period where a change of circumstances with respect to health, employment, finance or marital status reasonably necessitates moving from subject premises. When such change of circumstances occurs, owner shall notify, in writing, the other association members and holder of the first mortgage and shall receive prior written approval from the Housing
Development Corporation of Bergen County, which approval shall not be unreasonably withheld. In this event, and in any future sale beyond the 3 year period, the Housing Development Corporation of Bergen County, shall have an exclusive first option to purchase the subject property at a purchase price which shall be computed as follows:

\[
PURCHASE \quad PRICE = BASE \quad PRICE + \left( \frac{CURRENT \quad CPI - BASE \quad CPI}{BASE \quad CPI} \right) \times BASE \quad PRICE.
\]

Said option shall be for a period not to exceed 3 months from the date said sponsor is notified by certified mail, return receipt requested, of owner's intent to sell. For purposes of this subparagraph (g) the following definitions apply: BASE PRICE: Purchase price paid by current unit owner plus the actual cost of any capital improvements (including, but not limited to initial installation of carpet or other floor covering and initial painting) made and paid for by the Unit Owner other than those expenses paid through common or special assessment. BASE CPI: CPI published during the month the current unit owner closed title; CURRENT CPI: Last published CPI immediately preceding current Unit Owner's written notification to Housing Development Corporation of Bergen County of intent to sell; CPI: Consumer Price Index for urban consumers in the New York-Northeastern New Jersey region as same is computed by the Bureau of Labor Statistics of the United States Department of Commerce and published in the Consumer Price Index - Detailed Report.

In the event the Sponsor, Housing Development Corporation of Bergen County, declines to exercise said option, the Unit Owner may sell his unit at a purchase price computed as set forth above to a family which meets the eligibility criteria promulgated by the Housing Authority of Bergen County.
Nothing in this subparagraph (g) shall apply to a mortgagee who acquires title through a sheriff's sale or otherwise; provided, however, that if a mortgagee shall have so acquired title, written notification of same shall be mailed, by certified mail, return receipt requested, to the Housing Development Corporation of Bergen County which shall then have the exclusive first option to secure a purchaser for a period not to exceed 30 days.

(h) No external or visible radio, television, or any type of communication aerial shall be installed or affixed on or about the exterior of any Building constructed or erected on the Property, or elsewhere on such Property without prior written approval of a majority of the other Unit Owners. In the event that only two Unit Owners agree to such installation, then the non-unit Owner member shall cast the tie breaking vote and the vote of three of the five members shall govern;

(i) No signs of any kind shall be permitted upon the premises;

(j) In order to provide an orderly procedure in the case of title transfers and to assist in the maintenance of a current, up to date roster of Unit Owners, the owner of a Unit shall, subject to the provisions contained in subparagraph (g) above, forthwith notify the Association of the names and home addresses of the purchasers.
(k) No Unit Owner or occupant shall build, plant or maintain any matter or thing upon, in, over or under the Common Elements without the prior written consent of the other Unit Owner(s).

(l) No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements.

(m) Unit Owners shall not have any right to build, paint, or otherwise decorate or change the appearance of any portion of the exterior of any Building without prior written approval of the other Unit Owners. In the event that only two Unit Owner members agree to such building, painting or decoration, then the non-Unit Owner member shall cast the tie breaking vote and the vote of three of the five members shall govern;

(n) To the extent that equipment, facilities and fixtures within any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the By-Laws and the rules and regulations of the Association.
Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance of the Building or the contents thereof beyond the rates applicable for Units, without the prior written consent of the other Unit Owners. In the event that only two Unit Owner members agree to such action which will increase such rates of insurance, then the non-Unit Owner member shall cast the tie breaking vote and the vote of three of the five members shall govern. No Unit Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements which will result in the cancellation of insurance on any of the Buildings or the contents thereof, or which will be in violation of any law.

No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any such Unit or shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the Condominium.

No unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity
of any Building or which will structurally change a Building. No Unit Owner (other than the Sponsor) may make any structural additions, alterations or improvements in or to his Unit or in or to the Common Elements or impair any easement without the prior written consent of the other Unit owner. In the event that only two Unit members agree to such addition, alteration or improvement, then the non-Unit member shall cast the tie-breaking vote and the vote of three of the five members shall govern. Such approval, however, shall not incur any liability on the part of the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. A Unit Owner shall have the obligation to answer any written request received by it from another Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within forty-five (45) days after receipt of such request and failure to do so within the stipulated time shall constitute a consent to the proposed structural addition, alteration or improvement. Any Unit Owner wishing to make alteration, improvement or addition in or to any Unit must, when necessary, file an application for a building permit with the municipality and comply with all local building codes. The Unit Owner shall furnish the Association and the Sponsor with a copy of any such application and/or permit which he has procured. The provisions of this
subparagraph (r) shall not apply to Units owned by the Sponsor until such Units have been initially sold and conveyed by the Sponsor.

(s) Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times. All floor areas in each Unit must be covered by padding, carpeting, area rugs, tile or linoleum of a size and quality reasonably acceptable to the Association. These provisions shall not apply to the Sponsor.

(t) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units.

(u) Subject to the provisions of subparagraph (z) below, no Unit shall be rented by the Owners thereof (except a lender in possession of such Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as "(i) rental for any period less than ninety (90) days; or (ii) any rental if the occupants of the Unit are provided customary hotel services," provided however, that any Unit owner including Sponsor may rent a Unit for a period of less than ninety (90) days to a contract purchaser. No Unit Owner may lease or rent less than
an entire Unit. Other than the foregoing obligations, the Unit Owners shall have the right to lease same provided that said lease is in writing, approved by the Sponsor and made subject to all provisions of this Master Deed, the By-Laws of the Association and other documents referred to herein, including the right of amendment reserved to Sponsor herein, and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease and provided further that any such lease shall be offered and made only to persons who qualify under the Section 8 Family Income Limit Computation provided by the Department of Housing and Urban Development; or the then applicable rental subsidy program sponsored by HUD; and if a unit is rented, the monthly rent shall not exceed the Section 8 Existing Housing published fair market rents. The income limit computation and the published fair market rent schedule shall be kept on file at the office of the Association. An owner may apply for an increase of the fair market rent if conditions so warrant.

In the event a tenant of a Unit defaults under his lease by failure to comply with the provisions of this Master Deed, By-Laws or rules and regulations of the Association, then, in addition to all other remedies which it may have, the
Association shall notify the Unit Owner of such default(s) and demand that the same be cured through the Unit Owner's efforts within thirty (30) days after such notice. If such default(s) is not cured within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such default(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described in this subparagraph (u).

(v) Each Unit Owner shall have the right to mortgage or encumber his Unit, provided that such mortgage or encumbrance is made to a bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund or
other institutional lender or is a purchase money mortgage made
to the Sponsor or to the immediate predecessor in title to a Unit.

(w) All property taxes, special assessments
and other charges imposed by any taxing authority are to be
separately assessed against and collected on each Unit as a single
parcel, as provided in the New Jersey Condominium Act. In the
event that for any year such taxes are not separately taxed to
each Unit, but are taxed on the Property as a whole, then each
Unit Owner shall pay his proportionate share thereof in accordance
with his proportionate undivided percentage interest in the
Common Elements.

(x) Each Unit Owner shall pay for his own
telephone and other utilities, if any, which are separately metered
or billed to each user by the respective utility company. Utilities
which are not separately metered or billed shall be treated as
part of the Common Expenses.

(y) Each Unit Owner shall be responsible for
the maintenance and general upkeep of the Common areas appurtenant
to his unit, including off-street parking areas.

(z) OWNER-OCCUPANCY REQUIREMENT. Mortgagor
covenants and agrees that Mortgagor shall within 6 months from the
date hereof and continually thereafter during the term of this
mortgage occupy the Property as their primary residence.

In the event the Mortgagor shall fail to
occupy the Property as aforesaid, then the entire principal
balance together with accrued interest shall, at the option
of the mortgagee, become immediately due and payable.

This option shall not be exercisable by the mortgagee if the mortgagor's successor in interest to the Property occupies the Property in accordance with the terms of this covenant.

If, for any reason, New Jersey Mortgage Finance Agency ceases to be the mortgagee of record, the provisions of the owner-occupancy covenant shall be null and void.

12. OBLIGATIONS OF SPONSOR - Until the conveyance of title to the first Unit, the Sponsor shall be solely responsible for all Common Expenses. Following the first conveyance, the Owners of Units to whom title shall have been conveyed shall be responsible for their proportionate share of all Common Expenses. Until the issuance of a Certificate of Occupancy by the municipality for the final Unit within the Property, such share shall be provisional and equal to one-fourth of all Common Expenses and the Sponsor shall be responsible for payment of any deficits in the Common Expense budget.

Notwithstanding the foregoing, the Sponsor covenants and agrees for itself, its successors and assigns that for so long as it owns one or more of the Units, and subject to the exceptions expressly indicated, the Sponsor, its successors and assigns shall be governed by the provisions of and entitled to all rights and benefits reserved to Sponsor pursuant to this Master Deed and of all Exhibits attached hereto.

13. NO PARTITION - Subject to the provisions of the Master Deed and Articles of Incorporation and By-Laws of
the Association and the Condominium Act, the Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division thereof. In addition, the undivided percentage interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

14. COMPLIANCE BY OWNERS: MEMBERSHIP IN THE ASSOCIATION - Each owner or occupant of a Unit shall comply with and shall assume ownership or occupancy subject to laws, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of this Master Deed, the Articles of Incorporation, By-Laws and rules and regulations of the Association and any other documents, amendments or supplements to the foregoing as described in Paragraph 10 hereof. Failure to comply with such provisions, rules and regulations shall be grounds for injunctive relief by the Sponsor, the Association and any Unit Owner, and for penalties and other available remedies at law or in equity.

Upon acceptance of a Deed to a Unit each Unit Owner shall automatically become a member of the Association and shall be a member for so long as he shall hold legal title to his Unit subject to all provisions of this Master Deed, the Condominium Act, the Articles of Incorporation of the Association, and the By-Laws and rules and regulations which may now or hereafter be established for or by the Association.
The Commissioners of the Housing Authority of Bergen County shall constitute the non-Unit Owner member of the Association; however, it is expressly understood and agreed that the Housing Authority of Bergen County shall not be liable for payment of any expenses or debts of any kind incurred on behalf of the Association, including but not limited to Annual or Special Assessments.

15. DAMAGE, DESTRUCTION OR CONDEMNATION - If the Building, improvement or Common Element or any part thereof is damaged or destroyed by fire, casualty or eminent domain, the repair, restoration or ultimate disposition of any funds or proceeds thereby created shall be in accordance with R.S. 46:8B-24 and 25, respectively. In the event the Association determines not to repair or restore the damaged property in accordance with R.S. 46:8B-24, any insurance proceeds payable to a Unit Owner as a result of damage or destruction to his Unit and/or share of the Common Elements are thereby assigned and shall be paid to the institutional holder of a first mortgage lien on said Unit for application to the sums secured by said mortgage with the excess, if any, paid to the Unit Owners.

16. INSURANCE - The Association shall obtain and continue in effect blanket property insurance on the Common Elements in an amount equalling replacement value, and in form satisfactory to any bank, mortgage banker or other institutional lender holding first mortgage on either of the Units but without
prejudice to the right of the owner of any such Unit to obtain individual Unit insurance at his own cost. In addition, the Association shall obtain and continue such other amounts of liability insurance as may be required by the provisions of the By-Laws. Premiums for all such insurance coverage except for individual Unit coverage shall be a Common Expense to be included in the monthly assessment for Common Expenses.

17. AMENDMENT OF MASTER DEED - This Master Deed may be amended at any time after the date hereof by unanimous vote of all Association members, Article II of the Association By-Laws notwithstanding, provided further that any such material amendment shall have been approved in writing by each bank, mortgage banker or other institutional lender of a first mortgage lien on any Unit, which approval shall not be unreasonably withheld. No amendment shall be effective until recorded in the Office of the Clerk of Bergen County, New Jersey. This paragraph is by way of supplement to, and not in derogation of, the powers of amendment reserved to Sponsor pursuant to Paragraph 10 hereof and in case of any conflict between them, the least restrictive provision shall apply. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all Association Members in the manner required for the execution of a Deed and such amendment shall be effective when recorded in the public records of Bergen County, New Jersey; provided, however, that no such amendment may alter the priorities of the mortgagees.
18. ENFORCEMENT - Enforcement of this Master Deed, interpretation thereof, or the resolution of any claims, or disputes arising thereunder shall be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Notice of the demand for arbitration shall be filed in writing with all members of the Association and with the American Arbitration Association. The member filing for arbitration shall pay all filing fees. The arbitration panel shall consist of 3 arbitrators, one of whom shall be the non-Unit Owner member of the Association. The vote of 2 of the 3 said arbitrators shall be binding upon all members of the Association.

19. INVALIDITY - The invalidity of any provisions of this Master Deed, the Articles of Incorporation, or By-Laws of the Association shall not be deemed to impair or affect in any manner the validity, enforceability or affect the remainder of this Master Deed or said By-Laws and in such event all of the other provisions of this Master Deed and said By-Laws shall continue in full force and as if such invalid provision had never been included therein.

20. WAIVER - No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

21. GENDER - The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender
and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

22. RULE AGAINST PERPETUITIES - If any provision of this Master Deed, or the By-Laws attached hereto as Exhibit "E" shall be interpreted to constitute a violation of the Rule Against Perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Robert F. Kennedy, deceased, former Senator of the State of New York, plus twenty-one (21) years thereafter.

23. RATIFICATION, CONFIRMATION AND APPROVAL OF AGREEMENTS - The fact that some or all of the officers, members or employees of the Association and the Sponsor may be identical, and the fact that the Sponsor or its nominees, have heretofore or may hereafter enter into agreements with the Association or with third parties will not invalidate any such agreements with the Association and its members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchaser of a Unit, and the acceptance of the Deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the propriety and legality of said agreements or said agreement, or any other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Articles of Incorporation or the By-Laws of the Association.
24. RIGHTS RESERVED TO SPONSOR - Anything to the contrary herein or in the Articles of Incorporation or By-Laws of the Association notwithstanding, Sponsor hereby reserves for itself, its successors and assigns, for so long as it owns one or more Units in the Condominium or for a period of five (5) years from the date hereof, whichever is later, the right to sell, lease, mortgage or sublease any unsold Units within the Condominium.

25. PROTECTIVE PROVISIONS FOR THE BENEFIT OF INSTITUTIONAL MORTGAGEES - Anything to the contrary in this Master Deed or the By-Laws or Articles of Incorporation of the Association notwithstanding, the following shall apply with respect to each institutional holder of a first mortgage on any Unit.

(a) The prior written approval of each institutional holder of a first mortgage (hereinafter called "first mortgage") lien on any Unit in the Condominium is required for the following:

(i) The abandonment or termination of the Condominium except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) Any material amendment to the Master Deed or to the By-Laws or Articles of Incorporation, including, but not limited to, any amendment which would change the percentage interest of the Unit Owners in the Condominium,
except for such amendments as may be permitted pursuant to paragraph 10 of this Master Deed.

(b) No Unit in the Condominium may be partitioned or subdivided without the prior written approval of the holder of any first mortgage lien on such Unit.

(c) Any lien the Association may have on any Unit in the Condominium for the payment of Common Expenses assessments attributable to such Unit is subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date any such Common Expense assessments become due.

(d) By virtue of the provisions of this Master Deed and the By-Laws and Articles of Incorporation of the Association, any institutional holder of a first mortgage on a Unit in the Condominium is, upon request, entitled to:

   (i) inspect the books and records of the Condominium during normal business hours; and

   (ii) receive an annual audited financial statement of the Condominium within ninety (90) days following the end of any fiscal year of the Association; and

   (iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

(e) In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the
institutional holder of any first mortgage on a Unit is entitled to timely written notice of any such damage or destruction. No Unit Owner or other party shall have priority over such institutional holder with respect to the distribution to such Unit of any insurance proceeds.

(f) If any Unit or portion thereof, or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit is entitled to timely written notice of any such proceedings or proposed acquisition and no Unit Owner or other party shall have priority over such institutional holder with respect to distribution to such Unit of the proceeds of any award or settlement.

(g) If an institutional holder of a first mortgage lien on the Unit obtains title to a Unit as a result of foreclosure of the first mortgage, then such acquirer of title, his successors and assigns, is not liable for the share of Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successor and assigns.
26. DURATION - The covenants and restrictions set forth in Section 11 of the Master Deed shall run with and bind all of the land included in the Condominium and shall insure to the benefit of and be enforceable by the Pulaski Place Condominium Association and the owners of any land subject to this Master Deed, their respective successors, assigns, heirs, executors, administrators and personal representatives, for a period of forty years from the date this Master Deed is recorded in the Office of the Bergen County Clerk, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless all association members at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, in which they shall agree to change said covenants and restrictions in whole or in part. All changes concerning any such agreement shall not become effective and binding until three (3) years after the recording of the aforesaid fully executed instrument or instruments containing such agreement, and provided further, that in no event may the Common Elements be conveyed to any third person, firm or corporation without the express consent, by ordinance, of the governing body of the Village of Ridgewood (or such municipal corporation as may then have zoning and subdivision control jurisdiction of the Properties).

27. EXHIBITS - Attached hereto and made a part hereof are the following Exhibits:

   Exhibit "A" - Metes and bounds description of the Property.
Exhibit "B" (Drawing SP-1) Final site plan of the Property, certified by Elkin/Sobolta Architects.

Exhibit "C-1" (Drawing A-3) and "C-2" (Drawing A-1) - Cross section drawing of the Building and floor plans, certified.

Exhibit "D" - Articles of Incorporation of Pulaski Place Condominium Association.

Exhibit "E" - By-Laws of Pulaski Place Condominium Association.
IN WITNESS WHEREOF, the Sponsor has caused this instrument to be executed the day and year first above written, by its President and Secretary-Treasurer and the corporate seal affixed pursuant to a resolution duly and unanimously adopted by its Board of Trustees.

HOUSING DEVELOPMENT CORPORATION
BERGEN COUNTY

BY: FRED VICTOR, President

ATTEST:

WILLIAM P. SCHUBER
Secretary-Treasurer

WITNESSETH:

DONALD A. CAMINITI
Attorney-at-Law of the State of New Jersey
BE IT REMEMBERED, that on this 23rd day of August, 1982, before me, the subscribed, an Attorney at Law of the State of New Jersey, personally, appeared Fred Victor, who, being by me duly sworn upon his oath, deposes and makes proof to my satisfaction that he is the President of the HOUSING DEVELOPMENT CORPORATION OF BERGEN COUNTY, the Sponsor named in the within Instrument; that William P. Schuber is the Secretary-Treasurer of said Sponsor, that the execution, as well as the making of this Instrument, has been authorized by a proper resolution of the Board of Trustees of said Sponsor; that deponent well knows the corporate seal of said Sponsor, and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Secretary-Treasurer as and for the voluntary act and deed of said Sponsor, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to before me the date aforesaid.

DONALD A. CAMINITI
Attorney-at-Law of the State of New Jersey

PREPARED BY: DONALD A. CAMINITI, ESQ.
41 Main Street
Hackensack, NJ 07601
EXHIBIT A

DESCRIPTION OF PROPERTY IN THE CITY OF HACKENSACK, N.J.

2 PULASKI PLACE

Beginning at a point on the corner formed by the intersection of the northerly line of Pulaski Place, and the easterly line of Hudson Street. Running thence,

1. N 4° 30' W 100.00' along the said easterly line of Hudson Street, thence
2. N 84° 30'E 50.01', thence
3. S 4° 30'E 100.87' to a point on the said northerly line of Pulaski Place, thence
4. S 85° 30' W 50.00' along the same to the point on place of beginning.

Metes and Bounds description prepared by Sabetay Behar, Land Surveyor, 200 Murray Hill Parkway, East Rutherford, New Jersey, 07073. Found on the City of Hackensack tax map as Block 13, Lots 1A, 2A, 3A, 4A.
EXHIBIT A

DESCRIPTION OF PROPERTY IN THE CITY OF HACKENSACK, N.J.

8 PULASKI PLACE

Beginning at a point on the northerly line of Pulaski Place, said point being 50' easterly from the corner formed by the intersection of the easterly line of Hudson Street, and the said northerly line of Pulaski Place. Running thence,

1. N 4° 30' W 100.87', thence
2. N 84° 30' E 50.01', thence
3. S 4° 30' E 101.73' to a point on the northerly line of Pulaski Place, thence
4. S 85° 30' W 50.00' along the same to the point on place of beginning.

Metes and Bounds description prepared by Sabetay Behar, Land Surveyor, 200 Murray Hill Parkway, East Rutherford, New Jersey, 07073. Found on the City of Hackensack tax map as Block 13, Lots 1,2,3,4.
BY-LAWS
OF
PULASKI PLACE CONDOMINIUM

ARTICLE I

Section 1. Unit Ownership. The project located at 2-8 Pulaski Place, City of Hackensack, State of New Jersey, known as "Pulaski Place Condominium" is submitted to the provisions of N.J.S.A. 46:8B-1 et. seq.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws and to the Master Deed.

The mere acquisition of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws and the provisions of the Master Deed are accepted, ratified, and will be complied with.

ARTICLE II

Voting, Quorum, Proxies

Section 1. Voting. Each unit owner Association member shall be entitled to cast one vote. In the event their votes are not unanimous, then the non-unit owner member shall be entitled to cast the tie breaking vote and the vote of three (3) of the
Section 2. Association Responsibilities. The Association will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project. Except as otherwise provided, decisions and resolutions of the Association shall require approval by three unit owners. In the event only two unit owner members approve, then the non-unit owner member shall be entitled to cast the tie-breaking vote and the vote of three (3) of the five (5) members shall govern. This voting procedure shall apply whenever these By-Laws call for a vote on any issue.

Section 3. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners.

Section 4. Annual Meetings. The first annual meeting of the Association shall be held on October 4, 1982. Thereafter, the annual meetings of the Association shall be held on the first Monday of October of each succeeding year.

Section 5. Special Meetings. It shall be the duty of the President to call a special meeting of the members whenever

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carla L. Lerman</td>
<td>190 Moore St., Hackensack, NJ</td>
</tr>
<tr>
<td>William P. Schuber</td>
<td>33 Hudson St., Hackensack, NJ</td>
</tr>
<tr>
<td>Housing Authority of Bergen County</td>
<td>190 Moore St., Hackensack, NJ</td>
</tr>
</tbody>
</table>
five (5) members shall govern. This voting procedure shall apply whenever these By-Laws call for a vote on any issue.

Section 2. Quorum. Except as otherwise provided in these By-Laws, the presence of five (5) Association members shall constitute a quorum.

Section 3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Executive Assistant before the appointed time of each meeting.

ARTICLE III
Administration

Section 1. Membership. The Association shall be comprised of five (5) members as follows, who shall manage the affairs of the Association:

(a) One member from among the owners of a fee simple interest in dwelling unit "2A Pulaski Place", subject to the Master Deed and to assessment by the Association;

(b) One member from among the owners of a fee simple interest in dwelling unit "2B Pulaski Place", subject to the Master Deed and to assessment by the Association;

(c) One member from among the owners of a fee simple interest in dwelling unit "8A Pulaski Place", subject to the Master Deed and to assessment by the Association;

(d) One member from among the owners of a fee simple interest in dwelling unit "8B Pulaski Place", subject to the Master Deed and to assessment by the Association;

(e) The Commissioners of the Housing Authority of Bergen County.

The initial membership, however, shall be composed of three (3) persons who need not be unit owners. The names and addresses of the person who shall constitute the initial
three (3) of the five (5) members request such a meeting and specify therein the business to be transacted. No business shall be transacted at a special meeting except as stated in the notice unless by consent of three (3) of the members present.

Section 6. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member and to any institutional holder of a first mortgage on either of the units, at least five (5) but not more than ten (10) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 7. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 8. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

(a) Roll call.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading of minutes of preceding meeting.

(d) Reports of officers.

(e) Report of committees.

(f) Unfinished business.

(g) New business.
Section 9. Powers and Duties. In addition to duties imposed by these By-Laws, the Association shall be responsible for the following:

(a) Care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.

(b) Collection of monthly assessments from the owners.

Section 10. Waiver of Notice. Before or at any meeting of the Association, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Association shall be a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of the Association, no notice shall be required and any business may be transacted at such meeting.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Secretary, a Treasurer and an Executive Assistant, all of whom shall be Unit Owner Association members. The office of Secretary and Treasurer may be held by one person.

Section 2. Selection of Officers. All officers shall be elected annually at the annual meeting of the Association from among the Unit Owner Association members.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are usually vested in the officer of President of an Association.
In compliance with the requirements of Title 15, Chapter 1, et. seq. of the Revised Statutes of New Jersey, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit, and do hereby certify:

ARTICLE I

The name of the Corporation is PULASKI PLACE CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 41 Main Street, Hackensack, New Jersey 07601.

ARTICLE III

E. Carter Corriston, Esq., whose address is 41 Main Street, Hackensack, New Jersey, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and control of the common elements within that certain tract of
property described in Schedules "A", "B" and "C" of a certain Master Deed entitled "Pulaski Place, A Condominium", recorded or intended to be recorded in the Office of the Clerk of Bergen County, and to promote the health, safety and welfare of the residents within the above described property and for these purposes:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Deed, as same are applicable to the property described therein in Schedules "A" and "B" affixed thereto, or to additional property within the tract described in the aforesaid Schedule "A" which may now or hereafter be acquired by Pulaski Place Condominium Association, its successors and assigns, and as that certain Master Deed may be amended from time to time as therein provided, said Master Deed being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of said Master Deed and the By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association
(d) To borrow money, to mortgage, pledge, hold in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and
(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of New Jersey by law may now be hereafter have or exercise.

ARTICLE V
MEMBERSHIP

The Association shall be comprised of five members as follows, who shall manage the affairs of the Association:

(a) One member from among the owners of a fee simple interest in dwelling unit "2A Pulaski Place, Hackensack, New Jersey", subject to the Master Deed and to assessment by the Association;

(b) One member from among the owners of a fee simple interest in dwelling unit "2B Pulaski Place, Hackensack, New Jersey", subject to the Master Deed and to assessment by the Association;

(c) One member from among the owners of a fee simple interest in dwelling unit "8A Pulaski Place, Hackensack, New Jersey", subject to the Master Deed and to assessment by the Association;

(d) One member from among the owners of a fee simple interest in dwelling unit "8B Pulaski Place, Hackensack, New Jersey", subject to the Master Deed and to assessment by the Association;

(e) The Commissioners of the Housing Authority of Bergen County (HABC).

The initial membership, however, shall be composed of three (3) persons who need not be unit owners. The names and
addresses of the persons who shall constitute the initial membership are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carla L. Lerman</td>
<td>413 W. Englewood Avenue, Teaneck, NJ 07666</td>
</tr>
<tr>
<td>William P. Schuber</td>
<td>33 Hudson Street, Hackensack, NJ 07601</td>
</tr>
<tr>
<td>Housing Authority of Bergen County</td>
<td>190 Moore Street, Hackensack, NJ 07601</td>
</tr>
</tbody>
</table>

ARTICLE VI
Duration
The Corporation shall exist perpetually.

ARTICLE VII
Annexation of Additional Properties
Additional properties may be annexed to the property subject to the terms and condition of the Master Deed, By-Laws of this Association and rules and regulations promulgated thereunder, and all such additional properties shall be governed thereby.

ARTICLE VIII
Amendments of these Articles shall require the written assent of all Association members.

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this day of July, 1982.
BE IT REMEMBERED, that on this 14th day of July, 1982, before me, the subscriber, an Attorney-at-Law of the State of New Jersey, personally appeared Fred Victor, Howard Hurwitz, William P. Schuber, Carla L. Lerman and Leon Savetsky, who I am satisfied are the persons named in and who executed the within instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

DONALD A. CAMINITI
Attorney-at-Law of the State of New Jersey
APPENDIX P.3.
CREDITING DOCUMENTATION FOR EXISTING GROUP HOME AND SUPPORTIVE NEEDS UNITS
Department of Community Affairs  
Council on Affordable Housing  
Supportive and Special Needs Housing Survey

Municipality: Hackensack  
Sponsor: Comprehensive Behavioral Healthcare, Inc.  
Block: 32  
Lot: 8  
Facility Name: Comprehensive Behavioral Healthcare, Inc.

### Section 1: Type of Facility
- [X] Licensed Group Home
- [ ] Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)
- [ ] Residential health care facility (licensed by NJ Dept of Community Affairs or DHSS)
- [ ] Permanent supportive housing
- [ ] Supportive shared housing
- [ ] Other – Please Specify: ____________________________

### Section 2: Sources and amount of funding committed to the project
- [X] Capital Application Funding Unit $356,803
- [ ] HMFA Special Needs Housing Trust $__________
- [ ] Balanced Housing – Amount $__________
- [ ] HUD – Amount $__________ Program
- [ ] Federal Home Loan Bank – Amount $__________
- [ ] Farmers Home Administration – Amount $__________
- [ ] Development fees – Amount $__________
- [ ] Bank financing – Amount $__________
- [ ] Other – Amount $__________ Program

For proposed projects, please submit a pro forma Municipal resolution to commit funding, if applicable
[ ] Award letter/financing commitment (proposed new construction projects only)

### Section 3: For all facilities other than permanent supportive housing: 7 bed house – criteria based
Total # of bedrooms reserved for: Diagnosis
- [ ] Very low-income clients/households
- [ ] Low-income clients/households
- [ ] Moderate-income clients/households
- [ ] Market-income clients/households

### Section 4: For permanent supportive housing:
- Total # of units ________, including:
- [ ] # of very low-income units ________
- [ ] # of low-income units ________
- [ ] # of moderate-income units ________
- [ ] # of market-income units ________

### Section 5: Length of Controls: ________ years
- Effective Date of Controls: __________
- Expiration Date of Controls: __________

- Average Length of Stay: ________ months (transitional facilities only) 
  House is designated as a group home until such time
  the agency doesn't exist.

### Section 6: CO Date 10/11/88
- For licensed facilities, indicate licensing agency:
  - [ ] DDD  [ ] DMHS  [ ] DHSS  [ ] DCA  [ ] DCF
  - [ ] Other __________

- Initial License Date: 09/89
- Current License Date: 10/21/17

### Section 7: Has the project received project-based rental assistance? [ ] Yes  [ ] No
- Length of commitment: ________ years
- Other operating subsidy sources: __________
- Length of commitment: ________ years

### Section 8: The following verification is attached:
- [X] Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- [ ] Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

### Section 9: Residents 18 yrs or older? [X] Yes  [ ] No
Population Served (describe): __________
- [ ] Mental health consumers
- [ ] Age-restricted? [X] Yes  [ ] No
- [ ] Accessible (in accordance with NJ Barrier Free Subcode)? [X] Yes  [ ] No

### Section 10: Affirmative Marketing Strategy (check all that apply):
- [X] DDD/DMHS/DHSS waiting list
- [ ] Affirmative Marketing Plan approved by the Council’s executive Director

**CERTIFICATIONS**

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

Certified by: [Signature]  Date: 8/14/2019
- Project Administrator

Certified by: Municipal Housing Liaison  Date: __________

* New Jersey Is An Equal Opportunity Employer *
DEED

This Deed is made on October 6, 1988,

BETWEEN E.M.O. ASSOCIATES, a New Jersey Partnership

whose address is 159 Liberty St., Little Ferry, NJ 07643 referred to as the Grantor,

AND SOUTH BERGEN MENTAL HEALTH CENTER, INC.

whose post office address is 464 Valley Brook Avenue, Lyndhurst, New Jersey referred to as the Grantee.

The words “Grantor” and “Grantee” shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Two Hundred Eighty-Five Thousand & 00/100 ($285,000.00)

The Grantor acknowledges receipt of this money.


Block No. 32 Lot No. 8

Account No.

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

Property. The property consists of the land and all the buildings and structures on the land in the City of Hackensack and State of New Jersey. The legal description is:

ALL that certain tract or parcel of land and premises, situate, lying and being in the City of Hackensack, in the County of Bergen and State of New Jersey, more particularly described as follows:

BEGINNING at a point in the Easterly line of Jackson Avenue (40' wide), said point being distant 100.00 feet Southerly along said sideline from the point formed by the intersection of said Easterly sideline of Jackson Avenue with the Southerly line of Franklin Street (40' wide), and from said point of beginning running; thence (1) Perpendicular to said sideline of Jackson Avenue, North 84 degrees East, a distance of 100 feet to a point; thence (2) South 6 degrees East, a distance of 50 feet to a point; thence (3) Along the dividing line between Lot 6 and the Parcel herein described South 84 degrees West, a distance of 100 feet to said Easterly sideline of Jackson Avenue; thence (4) Along the same North 6 degrees West, a distance of 50.00 feet to the point or place of BEGINNING.

Being known as Lot 8 in Block 32 on the official tax map of the City of Hackensack, in the County of Bergen and State of New Jersey.

Being also known as 298 Jackson Avenue, Hackensack, New Jersey.

Subject to easements and restrictions of record, if any, and to such state of facts as an accurate survey and inspection of the premises may disclose.

Subject to municipal, county, state and federal regulations governing the use of the

Prepared by: (Print signer's name below signature)

MICHAEL P. O'ROURKE, ESQ.
Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a “covenant as to grantor’s acts” (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

MICHAEL P. O'ROURKE, ESQ.

E.M.O. ASSOCIATES, A NEW JERSEY PARTNERSHIP, B

THOMAS W. O'ROURKE, Partner

(Seal)

RICHARD V. O'ROURKE, Partner

(Seal)

ROBERT V. O'ROURKE, Partner

(Seal)

E. MILDRED KAMINSKI, Partner

STATE OF NEW JERSEY, COUNTY OF Bergen

I CERTIFY that on October 6, 1988
STATE OF NEW JERSEY
COUNTY OF Bergen ss.

FOR RECORDER'S USE ONLY
Consideration $ 2,851.70
Realty Transfer Fee $ 90.00
Date 11- 4- 88 By S A
*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, MICHAEL P. O'Rourke
(Name)

says that he/she is the Legal Representative
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co. Lending Institution, etc.)
in a deed dated October 6, 1988, transferring real property identified as Block No. 32
Lot No. 8 located at 298 Jackson Ave., Hackensack, NJ
(Site Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is $ ________________

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)

☐ Grantor(s) 62 yrs. of age or over. *
☐ One or two-family residential premises

☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

☐ Grantor(s) legally blind. *
☐ One or two-family residential premises.

☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

☐ Grantor(s) permanently and totally disabled. *
☐ One or two-family residential premises.
☐ Receiving disability payments.

☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

☐ Affordable According to H.U.D. Standards.
☐ Meets Income Requirements of Region.

☐ Reserved for Occupancy.
☐ Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)

☐ Entirely new improvement.
☐ Not previously used for any purpose.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

F. M. O. Associates
INSTRUCTIONS

1. STATEMENT OF CONSIDERATION AND PAYMENT OF REALTY TRANSFER FEE ARE PREREQUISITES FOR RECORDING OF DEED

No county recording officer shall record any deed evidencing transfer of title to real property unless (a) the consideration therefor is recited therein and in the acknowledgment or proof of the execution thereof, or (b) an Affidavit by one or more of the parties named therein or by their legal representatives declaring the consideration therefor is annexed thereto for recording with the deed, and (c) a fee at the rate of $1.75 for each $500.00 of consideration or fractional part thereof [which fee shall be in addition to the recording fees imposed by P. L. 1965, Chapter 123, Section 2 (C. 22A:4-4.1)] shall be paid to the county recording officer at the time the deed is offered for recording. An additional fee at the rate of $.75 for each $500 of consideration or fractional part thereof in excess of $150,000 of consideration shall be paid to the county recording officer.

2. WHEN AFFIDAVIT MUST BE ANNEXED TO DEED

(a) This affidavit must be annexed to and recorded with the deed in the event that the full consideration is not recited in both the deed and in the acknowledgment or proof of the execution thereof.

(b) This affidavit must also be annexed to and recorded with the deed where exemption from the fee is claimed but the reason for claiming the exemption is not clearly stated in the deed.

(c) Any claim for exemption from the increased fee must be supported by this affidavit and attached to the deed at the time of recording, in addition to any statement otherwise required by the law with respect to consideration.

3. LEGAL REPRESENTATIVE

"Legal representative" is to be interpreted broadly to include any person actively and responsibly participating in the transaction, such as but not limited to: an attorney representing one of the parties; a closing officer of a title company or lending institution participating in the transaction; a holder of power of attorney from grantor or grantee.

4. OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE

Where a deponent is an officer of corporate grantor or grantee, the name of the corporation and the officer's title must be stated.

5. OFFICER OF TITLE COMPANY OR LENDING INSTITUTION

Where a deponent is a closing officer of a title company or lending institution participating in the transaction, the name of the company or institution and the officer's title must be stated.

6. CONSIDERATION

"Consideration" means in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title. (P.L. 1968, c. 49, Sec. 1 as amended.)

7. EXEMPTIONS FROM THE FEE

The fee imposed by this Act shall not apply to a deed:

(a) For a consideration of less than $100.00;

(b) By or to the United States of America, this State, or any instrumentality, agency or subdivision thereof;

(c) Solely in order to provide or release security for a debt or obligation;

(d) Which confirms or corrects a deed previously recorded;

(e) On a sale for delinquent taxes or assessments;

(f) On partition;

(g) By a receiver, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors;

(h) Eligible to be recorded as an "ancient deed" pursuant to R.S. 46:16-7;

(i) Acknowledged or proved on or before July 3, 1968;

(j) Between husband and wife, or parent and child;

(k) Conveying a cemetery lot or plot;

(l) In specific performance of a final judgment;

(m) Releasing a right of reversion;

(n) Previously recorded in another county and full realty transfer fee paid or accounted for as evidenced by written instrument, attested to by the grantee and acknowledged by the county recording officer of the county of such prior recording, specifying the county, book, page, date of prior recording, and amount or realty transfer fee previously paid.

(o) 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.

(p) Recorded within 90 days following the entry of a divorce decree which dissolves the marriage between the grantor and grantee.

8. EXEMPTION FROM INCREASED FEE (P.L. 1975, c. 176, Section 4 as amended.)

The following transfers of title to real property shall be exempt from payment of $1.25 of the fee for each $500 of consideration or fractional part thereof: 1. The sale of any one or two-family residential premises which are owned and occupied by a senior citizen, blind person, or disabled person who is the seller in such transaction; provided, however, that except in the instance of a husband and wife no exemption shall be allowed if the property being sold is jointly owned and one or more of the owners is not a senior citizen, blind person, or disabled person; 2. The sale of Low and Moderate Income Housing conforming to the requirements as established by this Act.

For the purposes of this Act, the following definitions shall apply:

"Blind person" means a person whose vision in his better eye with proper correction does not exceed 20/200 as measured by the Snellen chart or a person who has a field defect in his better eye with proper correction in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater that 20°.

"Disabled person" means any resident of this State who is permanently and totally disabled, unable to engage in gainful employment, and receiving disability benefits or any other compensation under any Federal or State law.

"Senior citizen" means any resident of this State of the age of 62 years or over.

"Low and Moderate Income Housing" means any residential premises, or part thereof, affordable according to Federal Department of Housing
**Department of Community Affairs**  
**Council on Affordable Housing**  
**Supportive and Special Needs Housing Survey**

**Municipality:** Hackensack  
**Sponsor:** DMHAS  
**Block:** 219  
**Lot:** 1 Lot 25C004A  
**Facility Name:** Advance Housing, Inc  
**County:** Bergen County  
**Developer:**  
**Street Address:** 75 Union Street, 4A

### Section 1: Type of Facility

- [ ] Licensed Group Home
- [ ] Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)
- [ ] Residential health care facility (licensed by NJ Dept. of Community Affairs or DMHAS)
- [ ] Permanent supportive housing
- [ ] Supportive shared housing
- [ ] Other – Please Specify: ___________________________

### Section 2: Sources and amount of funding committed to the project:

- [ ] Capital Application Funding Unit $____________
- [ ] BMFA Special Needs Housing Trust $____________
- [ ] Balanced Housing – Amount $____________
- [ ] HUD – Amount $94,000 Program
- [ ] Federal Home Loan Bank – Amount $____________
- [ ] Farmers Home Administration – Amount $____________
- [ ] Development fees – Amount $____________
- [ ] Bank financing – Amount $____________
- [ ] Other – Amount $____________ Program

For proposed projects, please submit a pro forma  
- Municipal resolution to commit funding, if applicable
- Award letter/financing commitment (proposed new construction projects only)

### Section 3: For all facilities other than permanent supportive housing:

- Total # of bedrooms reserved for:  
  - Very low-income clients/households: 2
  - Low-income clients/households: ______
  - Moderate-income clients/households: ______
  - Market-income clients/households: ______

### Section 5: Length of Controls

- Length of Controls: 21 years
- Effective Date of Controls: 09/29/2000
- Expiration Date of Controls: N/A
- Average Length of Stay: ______ months (transitional facilities only)

### Section 7: Has the project received project-based rental assistance?

- [ ] Yes  
- [ ] No  
- Length of commitment: ______ years
- Other operating subsidy sources: ___________________________
- Is the subsidy renewable? [ ] Yes [ ] No

### Section 8: The following verification is attached:

- [ ] Copy of deed restriction or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, USHAC deed restriction, etc.)
- [ ] Copy of Capital Application Funding Unit (CAFU) or DMHAS Capital Application Letter (20-year minimum, no deed restriction required)

### Section 10: Affirmative Marketing Strategy

- [ ] Affirmative Marketing Plan approved by the Council’s executive director

**CERTIFICATIONS**

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

**Certified by:**  
**Suzy Patino-McCann**  
**Project Administrator**  
**Date:** 4/9/2021

**Certified by:**  
**Municipal Housing Liaison**  
**Date:** ___________________________

* New Jersey Is an Equal Opportunity Employer *
DEED

This Deed is made on September 29, 2000

BETWEEN HELENA M. YETTER, unmarried,

whose address is 75 Union Avenue, #4A, Hackensack, New Jersey, 07601, referred to as the Grantor.

AND ADVANCE HOUSING 2000, INC.,

whose address is about to be 75 Union Avenue, #4A, Hackensack, New Jersey, 07601 referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of NINETY-FOUR THOUSAND and XX/100ths ($94,000.00) DOLLARS. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A.46:15-2.1) Block No. 219 Lot No. 25C004A, 26

☐ No Property tax identification number is available on the date of this Deed.

Property. The property consists of the land and all the buildings and structures on the land in the City of Hackensack, County of Bergen and State of New Jersey. The legal description is identified more particularly and described on Schedule A attached hereto and made a part hereof.

Being the same premises conveyed to the Grantor herein by Deed from Karen J. Bolognini, single, dated September 3, 1991, and recorded in the Bergen County Clerk’s Office on September 5, 1991 in Deed Book 7467 at page 819.

Subject to easements, restrictions of record and results of what an accurate survey of the premises would reveal.
Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

RICHARD J. BRADY

HELENA M. YETTER

STATE OF NEW JERSEY, COUNTY OF BERGEN
I CERTIFY that on September 27, 2000

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

(a) is named in and personally signed this Deed;

(b) signed, sealed and delivered this Deed as his or her act and deed; and

(c) made this Deed for $94,000.00 dollars as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A 46:15-5.)

Richard J. Brady
An Attorney at Law of
the State of New Jersey
DEED

This Deed is made this 19th day of December, 2006

BETWEEN NORTH JERSEY FRIENDSHIP HOUSE, INC., a not for profit New Jersey Corporation,

whose address is 125 Atlantic Street, Hackensack, New Jersey, referred to as the

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

Municipality: Hackensack
Block: 69 Lot: 19.01
Facility Name: Advance Housing, Inc

County: Bergen County
Developer: 
Street Address: 25 Kansas Street

Section 1: Type of Facility:
- [ ] Licensed Group Home
- [ ] Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)
- [ ] Residential healthcare facility licensed by NJ Dept of Community Affairs or DHSS
- [ ] Permanent supportive housing
- [ ] Supportive shared housing
- [ ] Other – Please Specify:

Section 2: Sources and amount of funding committed to the project:
- [ ] Capital Application Funding Unit
- [ ] HMFA Special Needs Housing Trust
- [ ] Balanced Housing – Amount
- [ ] HUD – Amount
- [ ] Federal Home Loan Bank – Amount
- [ ] Farmers Home Administration – Amount
- [ ] Development fees – Amount
- [ ] Bank financing – Amount
- [ ] Other – Amount

For proposed projects, please submit a pro forma
- [ ] Municipal resolution to commit funding, if applicable
- [ ] Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:
- Very low-income clients/households
- Low-income clients/households
- Moderate-income clients/households
- Market-income clients/households

Section 4: For permanent supportive housing:

Total # of units including:
- # of very low-income units
- # of low-income units
- # of moderate-income units
- # of market-income units

Section 5: Length of Controls:
- Effective Date of Controls: 06/29/2004
- Expiration Date of Controls: N/A
- Average Length of Stay: __ months (transitional facilities only)

Section 6: N/A

For licensed facilities, indicate licensing agency:
- [ ]无关
- [ ] Department of Human Services (DHSS)
- [ ] Division of Aging Services (DAS)
- [ ] Division of Children and Family Services (DCF)
- [ ] Other

Initial License Date: __________ Current License Date: 7/19/2018

Section 7: Has the project received project-based rental assistance?
- [ ] Yes, Length of commitment: ______ years
- [ ] No, Other operating subsidy source: ______ years

Is the subsidy renewable?
- [ ] Yes, _____ years
- [ ] No

Section 8: The following verification is attached:
- [ ] Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-20 minimum, HUD, FHA, FHA, HLM, HAC, deed restriction, etc.)
- [ ] Copy of Capital Application Funding Unit (CAFU) or DHSS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9: Residents 18 yrs or older?
- [ ] Yes
- [ ] No

Population Served (describe): consumers of mental health services

Age-restricted?
- [ ] Yes
- [ ] No

Accessible (in accordance with NJ Barrier Free Subcode)(S)?
- [ ] Yes
- [ ] No

Section 10: Affirmative Marketing Strategy (check all that apply):
- [ ] POD/DMHS/DHSS waiting list
- [ ] Affirmative Marketing Plan approved by the Council’s Executive Director

CERTIFICATIONS

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

Certified by: Sunita Prasad Medrano Project Administrator 4/8/2021

Date

Certified by: Municipal Housing Liaison

[ ] New Jersey is an Equal Opportunity Employer
4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenants as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor.)

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

---

MICHAEL B. KATES
ASSISTANT SECRETARY

---

North Jersey Friendship House, Inc.

LEONARD J. NICOLOSI
CHIEF EXECUTIVE OFFICER

---

STATE OF NEW JERSEY )
SS:
COUNTY OF BERGEN )

I CERTIFY that on December 19, 2006 Leonard J. Nicolosi personally came before me and acknowledged under oath, to my satisfaction, that this:

(a) is the Chief Executive Officer of North Jersey Friendship House, Inc., the Corporation named in this document;

(b) this document was signed and delivered by the Corporation as its voluntary act;

(c) this person knows the proper seal of the corporation which was affixed to this document;

(d) this person signed this proof to attest to the truth of these facts; and

(e) the full and actual consideration paid or to be paid for the transfer of title is $465,000.00

(Such consideration is defined in N.J.S.A. 46:15-5)

---

MICHAEL B. KATES
ASSISTANT SECRETARY

---

RECORD & RETURN TO:

RICHARD T. RAPONE, ESQ.
190 Moore Street
Suite 306
Hackensack, NJ 07601
This license is effective from 7/19/2020 to 7/19/2022

Hackensack, N.J. 07601
25 Kansas Street, First Floor

For up to 3 Residents
Shared Supportive Housing Residence

In accordance with Department of Health regulations, N.J.A.C. 10:37A, is hereby licensed to operate

Teaneck, N.J. 07666
100 Hollister Road
Advance Housing, Inc.

LICENSE
Division of Certificate of Need & Licensing
Department of Health
State of New Jersey

License No. 30116E215H943
DEED

Prepared by: Michael S. Shuhala, Esq.

THIS deed is made on June 29, 2004

BETWEEN

ROBERT BRAUNSTEIN - W/O R/W

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

Municipality: Hackensack
Sponsor: DMHS
Block 351 Lot 113-C004
Facility Name: Advance Housing, Inc

County: Bergen County
Developer:
Street Address: 961 Heath Place

Section 1: Type of Facility:
☐ Licensed Group Home
☐ Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)
☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DMHS)
☐ Permanent supportive housing
☐ Supportive shared housing
☐ Other – Please Specify

Section 2: Sources and amount of funding committed to the project:
☐ Capital Application Funding Unit $143,000
☐ BMAA Special Needs Housing Trust $ 
☐ Balanced Housing – Amount $ 
☐ HUD – Amount $ Program
☐ Federal Home Loan Bank – Amount $ 
☐ Farmers Home Administration – Amount $ 
☐ Development fees – Amount $ 
☐ Bank financing – Amount $ 
☐ Other – Amount $ Program
☐ For proposed projects, please submit a pro forma
☐ Municipal resolution to commit funding, if applicable
☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:
Total # of bedrooms reserved for
Very low-income clients/households __________
Low-income clients/households __________
Moderate-income clients/households __________
Market-income clients/households __________

Section 4: For permanent supportive housing:
Total # of units __________ including:
# of very low-income units __________
# of low-income units __________
# of moderate-income units __________
# of market-income units __________

Section 5:
Length of Controls: 12 years
Effective Date of Controls: 06/29/2004
Expiration Date of Controls: N/A
Average Length of Stay: _______ months (transitional facilities only)

Section 6:
C/O Date: N/A
For licensed facilities, indicate licensing agency:
☐ DOD ☐ DMHAS ☐ DHSS ☐ DCA ☐ DCF
☐ Other: _____________________________
Initial License Date: ______________________
Current License Date: ______________________

Section 7:
Has the project received project-based rental assistance? ☐ Yes ☐ No
Length of commitment: _______ years
Other operating subsidy sources: ☐ Yes ☐ No
Length of commitment: _______ years

Section 8:
The following verification is attached:
☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, PHA, URAAC deed restriction, etc.)
☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:
Residents 18 yrs or older? ☐ Yes ☐ No
Age-restricted? ☐ Yes ☐ No
Population Served (describe): ________
Accessible (in accordance with NJ Barrier Free Subcode)? ☐ Yes ☐ No
services

Section 10: Affirmative Marketing Strategy (check all that apply):
☐ DOD/DMHAS/DHSS waiting list
☐ Affirmative Marketing Plan approved by the Council’s executive Director

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

Certified by: Suraya Felix-Medano
Project Administrator

Certified by: Municipal Housing Liaison

Date 4/9/2021

New Jersey Is An Equal Opportunity Employer

Date
1. The Mortgage is hereby amended to increase the principal sum of the indebtedness of Mortgagor to Mortgagee by TWO THOUSAND SEVEN HUNDRED FIFTY AND 00/100 —($2,750.00) DOLLARS, so that the principal sum of the indebtedness is ONE HUNDRED SIX THOUSAND SIX HUNDRED FIFTY AND 00/100 —(106,650.00) DOLLARS.

2. The Note is hereby modified to reflect the increased principal sum of ONE HUNDRED SIX THOUSAND SIX HUNDRED FIFTY AND 00/100 —(106,650.00) DOLLARS, anything therein to the contrary notwithstanding.

3. Except as herein expressly provided to the contrary, all other provisions of the Note and Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed on the day and year first above written.

WITNESS: ADVANCE HOUSING, INC. 
Mary Rossetti, Secretary 
Mortgagor

By: Susan Devlin, President

The Mortgagor acknowledges that it has received a true copy of the within Mortgage Modification Agreement without charge.

WITNESS: ADVANCE HOUSING, INC. 
Mary Rossetti, Secretary 
Mortgagor

By: Susan Devlin, President
SUBJECT to the Covenants, conditions, restrictions, reservation, liens for assessments, options, power of attorney and limitations on title created by the New Jersey Condominium Act (N.J.S.A. 46:8B-1, et seq.); as set forth in the Master Deed of the Suburban Terrace Apartments, a Condominium, which Master Deed was dated May 4, 1982 and recorded, May 5, 1982, in the Office of the Bergen County Clerk in Deed Book 6686 at Page 585, et seq., re-recorded August 18, 1986 in Deed Book 7030 at Page 303, et seq. as amended in Deed Book 6915 at Page 734, Deed Book 7079 at Page 685, Deed Book 7284 at Page 985, and Deed Book 7546 at Page 662, and as the same may be further lawfully amended, any amendments thereto, in the related By-laws in any instrument creating the estate of the interest to be insured; and in any other allied instruments referred to in any of the instruments aforesaid.

SUBJECT to grants, easements, and restrictions contained in prior deeds of record, and to local zoning ordinances and other governmental rules and regulations affecting the use of said premises including the following USE RESTRICTIONS resulting from the utilization of federal funds to purchase said property:

USE RESTRICTIONS: Terms of commitment, repayment of Assistance and Prevention of Undue Benefits,

a) Term of commitment and conversion. Recipient must agree to operate the housing or provide supportive services in accordance with this part and sections 423(bx1) and (b)(8) of the McKinney Act [42 U.S.C. 11383 (b)(1), 11383(b)(3)].

b) Repayment of grant, and prevention of undue influence. In accordance with Section 423(c) of the McKinney Act [42 U.S.C. 11383(c)]. HUD will require recipients to repay grant unless HUD has authorized conversion of the project under Section 412 (bx3) of the McKinney Act [42 U.S.C. 11383 (b)(3)].

Repayment of Grant:

(1) REPAYMENT - The Secretary shall require recipient to repay 100 percent of any assistance received under subsection (a)(1) or (2) if the project ceases to be used as supportive housing within 10 years after the project is placed in service. If such project is used as supportive housing for more than 10 years, the Secretary shall reduce the percentage of the amount required to be repaid by 10 percentage points for each year in excess of 10 that the project is used as supportive housing.

(2) PREVENTION OF UNDUE BENEFIT - Except as provided in Paragraph (3), upon any sale or other disposition of a project assisted under subsection (a)(1) or (2) occurring before the expiration of the 20 year period beginning on the date that the project is placed in service, the recipient shall comply with such terms and conditions as the Secretary may prescribe to prevent the recipient from unduly benefitting from such sale or disposition.

(3) EXCEPTION: A recipient shall not be required to comply with the terms and conditions described under Paragraph (1) and (2) if the sale or disposition of the project results in the use of the project for the direct benefit of a very low income persons or if all of the proceeds are used to provide supportive housing meeting the requirements of the subtitle.

PROMISES BY GRANTOR: The GRANTOR promises that the GRANTOR has done no act to encumber the property. This promise is called a "covenant as to Grantor's acts" (N.J.S.A. 46:4-6). This promise means that the GRANTORS have not allowed anyone else to obtain any legal rights, which affect the property (such as making a mortgage or allowing a judgment to be
SIGNATURES: The GRANTOR signs this Deed as of the date of the top of the first page.

WITNESSED BY:

Robert Braunstein

Barbara Braunstein

State of Massachusetts
County of Plymouth ss.

I CERTIFY that on June 29, 2004

Robert Braunstein and Barbara Braunstein, H/W, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if signed by more than one, each person):

a) they are named in and they have personally signed this Deed;

b) signed, sealed and delivered this Deed as their own act and deed; and

c) made this Deed for One Hundred Forty-three Thousand and No Cents ($143,000.00), as the full consideration paid or to be paid for the transfer of this title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Barbara P. Candito
Notary & Seal

RECORD AND RETURN:
Richard T. Rapone, Esq.
Nashal, Kates, Nussman, Rapone & Ellis
190 Moore Street
Hackensack, New Jersey 07601
Municipality: Hackensack  
Sponsor: DMHS  
Block: 106  
Lot: 13-22C009  
Facility Name: Advance Housing, Inc

Section 1: Type of Facility:
- [ ] Licensed Group Home
- [ ] Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)
- [ ] Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- [ ] Permanent supportive housing
- [ ] Supportive shared housing
- [ ] Other - Please Specify

Section 2: Sources and amount of funding committed to the project:
- [ ] Capital Application Funding Unit $101,750
- [ ] HMFA Special Needs Housing Trust $  
- [ ] Balanced Housing - Amount $  
- [ ] HUD - Amount $ Program  
- [ ] Federal Home Loan Bank - Amount $  
- [ ] Partners Home Administration - Amount $  
- [ ] Development fees - Amount $  
- [ ] Bank financing - Amount $ Program  
- [ ] Other - Amount $ Program  

For proposed projects, please submit a pro forma Municipal resolution to commit funding, if applicable
Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:
- Total # of bedrooms reserved for:  
  - Very low-income clients/households ___  
  - Low-income clients/households ___  
  - Moderate-income clients/households ___  
  - Market-income clients/households ___

Section 4: For permanent supportive housing:
- Total # of units ______, including:  
  - # of very low-income units ___  
  - # of low-income units ___  
  - # of moderate-income units ___  
  - # of market-income units ___

Section 5: Length of Controls: 22 years  
Effective Date of Controls: 08/31/1999  
Expiration Date of Controls: N/A  
Average Length of Stay: ___ months (transitional facilities only)

Section 6: CO Date: N/A  
For licensed facilities, indicate licensing agency:  
- [ ] DOD  
- [ ] DMHS  
- [ ] DHSS  
- [ ] DCA  
- [ ] DCF  
- [ ] Other: ___  
Initial License Date: ___  
Current License Date: ___

Section 7: Has the project received project-based rental assistance?  
- [ ] Yes  
- [ ] No  
Length of commitment: ______ years  
Is the subsidy renewable?  
- [ ] Yes  
- [ ] No  
Other operating subsidy sources: Section 8  
Length of commitment: ______ years

Section 8: The following verification is attached:  
- [ ] Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLMC, UHAC deed restriction, etc.)  
- [ ] Copy of Capital Application Funding Unit (CAFU) or DHSS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9: Residents 18 yrs or older?  
- [ ] Yes  
- [ ] No  
Population Served (describe consumers of mental health services:  
- [ ] Age-restricted?  
- [ ] Yes  
- [ ] No  
Accessible (in accordance with NJ Barrier Free Subcode):  
- [ ] Yes  
- [ ] No  

Section 10: Affirmative Marketing Strategy (check all that apply):  
- [ ] DOD/DMHS/DHSS waiting list  
- [ ] Affirmative Marketing Plan approved by the Council’s executive Director

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

Certified by: Suyama Felix-Medrano  
Project Administrator  
Date: 4/8/2021

Certified by: Municipal Housing Liaison  
Date

* New Jersey is an Equal Opportunity Employer *
MORTGAGE MODIFICATION AGREEMENT

THIS INDENTURE, made this ___ day of March, 2002, between

ADVANCE HOUSING, INC., a New Jersey non-profit corporation, with offices

at 100 First Street, Suite 203, Hackensack, New Jersey 07601, ("Mortgagor"); and

THE STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, 222 S.

Warren Street, P.O. Box 700, Trenton, New Jersey 08625-0700 ("Mortgagor");

WHEREAS, Mortgagor is justly indebted to Mortgagor on a certain
Promissory Note dated October 4, 1999, in the original face amount of NINETY
NINE THOUSAND AND 00/100 ---($99,000.00)--- DOLLARS, without interest, all
of which remains due and owing; and

WHEREAS, said Note is secured by a Purchase Money Mortgage
made by Mortgagor to Mortgagor dated October 4, 1999, recorded in the Office of
the Bergen County Clerk on October 12, 1999, in Book 494 of Mortgages at Page
118, encumbering premises situate at 279 Clark Street, Unit D-3, Hackensack,
County of Bergen, and State of New Jersey ("Mortgage"); and

WHEREAS, the principal balance due under said obligation is due
and payable on demand; and

WHEREAS, the Mortgagor has requested this Modification
Agreement to reflect additional advances to the Mortgagor in excess of the face
amount;

NOW, THEREFORE, in accordance with the request of the
Mortgagor, and in consideration of the advancement of the additional sum of TWO
THOUSAND SEVEN HUNDRED FIFTY AND 00/100 ---($2,750.00)--- DOLLARS
in hand paid by the Mortgagor to the Mortgagor, receipt of which is hereby
acknowledge, as well as in consideration of the mutual covenants set forth herein,
as well as other good and valuable consideration, it is AGREED AS FOLLOWS:
1. The Mortgage is hereby amended to increase the principal sum of the indebtedness of Mortgagor to Mortgagee by TWO THOUSAND SEVEN HUNDRED FIFTY AND 00/100 —$(2,750.00) — DOLLARS, so that the principal sum of the indebtedness is ONE HUNDRED ONE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 —$(101,750.00) — DOLLARS.

2. The Note is hereby modified to reflect the increased principal sum of ONE HUNDRED ONE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 —$(101,750.00) — DOLLARS, anything therein to the contrary notwithstanding.

3. Except as herein expressly provided to the contrary, all other provisions of the Note and Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed on the day and year first above written.

WITNESS: ADVANCE HOUSING, INC.
Mary Rossetti, Secretary

By: Susan Devlin, President

The Mortgagor acknowledges that it has received a true copy of the within Mortgage Modification Agreement without charge.

WITNESS: ADVANCE HOUSING, INC.
Mary Rossetti, Secretary

By: Susan Devlin, President
STATE OF NEW JERSEY       
COUNTY OF BERGEN       

I CERTIFY that on March 2002, before me, the subscriber, DONNA O’DEA, a Notary Public of the State of New Jersey, personally appeared Mary Rossettiini, Secretary of ADVANCE HOUSING, INC., who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Secretary of ADVANCE HOUSING, INC., the agency named in the within Instrument; that Susan Devlin, is the President of said agency; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the governing body of said agency; that deponent well knows the seal of said agency; and that the seal affixed to said Instrument is the proper seal of said agency; and that the seal affixed to said instrument is the proper seal and was thereto affixed and said instrument signed and delivered by said Mary Rossettiini, as and for the voluntary act and deed of said agency, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn to and subscribed before me the date aforesaid.

Donna O’Dea
A Notary Public of New Jersey
My Commission Expires Dec. 18, 2004
**Department of Community Affairs**  
**Council on Affordable Housing**  
**Supportive and Special Needs Housing Survey**

**Municipality:** Hackensack  
**County:** Bergen County  
**Developer:**  
**Block:** 106  
**Lot:** 113-C004  
**Facility Name:** Advance Housing, Inc  
**Street Address:** 451 Heath Place

### Section 1: Type of Facility
- [ ] Licensed Group Home
- [ ] Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)
- [ ] Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- [ ] Permanent supportive housing
- [ ] Supported shared housing
- [ ] Other - Please Specify: ____________________________

### Section 2: Sources and amount of funding committed to the project:
- [ ] Capital Application Funding Unit: $71,250
- [ ] EMFA Special Needs Housing Trust $________
- [ ] Balanced Housing - Amount $________
- [ ] HUD - Amount $________ Program
- [ ] Federal Home Loan Bank - Amount $________
- [ ] Farmers Home Administration - Amount $________
- [ ] Development fees - Amount $________
- [ ] Bank financing - Amount $________ Program
- [ ] Other - Amount $________ Program: ____________________________

For proposed projects, please submit a pro forma  
Municipal resolution to commit funding, if applicable  
Award letter/financing commitment (proposed new construction projects only)

### Section 3: For all facilities other than permanent supportive housing:
- [ ] Total # of bedrooms reserved for low-income clients/households: ______
- [ ] Total # of bedrooms reserved for moderate-income clients/households: ______
- [ ] Total # of bedrooms reserved for high-income clients/households: ______

### Section 4: Permanently supportive housing:
- [ ] Total # of units, including:  
  - [ ] of very low-income units  
  - [ ] of low-income units  
  - [ ] of moderate-income units  
  - [ ] of high-income units

### Section 5: Length of Controls
- [ ] Length of Controls: 22 years
- [ ] Effective Date of Controls: 08/31/1999
- [ ] Expiration Date of Controls: N/A
- [ ] Average Length of Stay: ______ months (transitional facilities only)

### Section 6: CO Date
- [ ] CO Date: N/A
- [ ] For licensed facilities, indicate licensing agency:  
  - [ ] DODD  
  - [ ] DMHS  
  - [ ] DHSS  
  - [ ] DCA  
  - [ ] DCF
- [ ] Other: ____________________________
- [ ] Initial License Date: ____________
- [ ] Current License Date: ____________

### Section 7: Has the project received project-based rental assistance?
- [ ] Yes  
- [ ] No  
- [ ] Length of commitment: ______ years

Other operating subsidy sources:  
- [ ] Length of commitment: ______ years

### Section 8: Is the subsidy renewable?
- [ ] Yes  
- [ ] No

The following verification is attached:
- [ ] Copy of deed restriction or mortgage note with deed restriction (30-year minimum, HUD, HFA, FHA, FHLE, UFAC deed restriction, etc.)
- [ ] Copy of Capital Application Funding Unit (CAFU) or DHSS Capital Application Letter (20 year minimum, no deed restriction required)

### Section 9: Residents 18 yrs or older?
- [ ] Yes  
- [ ] No

Population Served (describe), exemption of mental health services  
- [ ] Age-restricted? [ ] Yes  
- [ ] No

Accessible (in accordance with NJ Barrier Free Housing) [ ] Yes  
- [ ] No

### Section 10: Affirmative Marketing Strategy
- [ ] DEHD/DMHS/DHSS waiting list
- [ ] Affirmative Marketing Plan approved by the Council's executive Director

**CERTIFICATIONS**

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

Certified by:  
**Surya Patel Medrano**  
Date: 4/8/2021  
**Project Administrator**

Certified by:  
**Municipal Housing Liaison**  
Date: ____________________________

[ ] New Jersey Is an Equal Opportunity Employer
MORTGAGE MODIFICATION AGREEMENT

THIS INDENTURE, made this 28th day of March, 2002, between

ADVANCE HOUSING, INC., a New Jersey non-profit corporation, with offices
at 100 First Street, Suite 203, Hackensack, New Jersey 07601, ("Mortgagor"); and

THE STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, 222 S.
Warren Street, P.O. Box 700, Trenton, New Jersey 08625-0700 ("Mortgagee");

WITNESSETH:

WHEREAS, Mortgagor is justly indebted to Mortgagee on a certain
Promissory Note dated August 31, 1999, in the original face amount of SIXTY
EIGHT THOUSAND FIVE HUNDRED AND 00/100 ($68,500.00) DOLLARS,
without interest, all of which remains due and owing; and

WHEREAS, said Note is secured by a Purchase Money Mortgage
made by Mortgagor to Mortgagee dated August 31, 1999, recorded in the Office of
the Bergen County Clerk on September 28, 1999, in Book 10200 of Mortgages at
Page 901, encumbering premises situate at 451 Heath Place, Unit 4, Hackensack,
County of Bergen, and State of New Jersey ("Mortgage"); and

WHEREAS, the principal balance due under said obligation is due
and payable on demand; and

WHEREAS, the Mortgagee has requested this Modification
Agreement to reflect additional advances to the Mortgagor in excess of the face
amount;

NOW, THEREFORE, in accordance with the request of the
Mortgagee, and in consideration of the advancement of the additional sum of TWO
THOUSAND SEVEN HUNDRED FIFTY AND 00/100 ($2,750.00) DOLLARS
in hand paid by the Mortgagee to the Mortgagor, receipt of which is hereby
acknowledge, as well as in consideration of the mutual covenants set forth herein,
as well as other good and valuable consideration, it is AGREED AS FOLLOWS:
1. The Mortgage is hereby amended to increase the principal sum of the indebtedness of Mortgagor to Mortgagee by TWO THOUSAND SEVEN HUNDRED FIFTY AND 00/100 —($2,750.00) DOLLARS, so that the principal sum of the indebtedness is SEVENTY ONE THOUSAND TWO HUNDRED FIFTY AND 00/100 —($71,250.00) DOLLARS.

2. The Note is hereby modified to reflect the increased principal sum of SEVENTY ONE THOUSAND TWO HUNDRED FIFTY AND 00/100 —($71,250.00) DOLLARS, anything therein to the contrary notwithstanding.

3. Except as herein expressly provided to the contrary, all other provisions of the Note and Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed on the day and year first above written.

WITNESS:  ADVANCE HOUSING, INC.  
Mary Rossetti, Secretary  By:  Susan Devlin, President

Mortgagor

The Mortgagor acknowledges that it has received a true copy of the within Mortgage Modification Agreement without charge.

WITNESS:  ADVANCE HOUSING, INC.  
Mary Rossetti, Secretary  By:  Susan Devlin, President

Mortgagor
STATE OF NEW JERSEY
COUNTY OF BERGEN

I CERTIFY that on March 21, 2002, before me, the subscriber,
DONNA O'DEA, a Notary Public of the State of New Jersey, personally appeared
Mary Rossettini, Secretary of ADVANCE HOUSING, INC., who, being by me
duly sworn on her oath, deposes and makes proof to my satisfaction, that she is
the Secretary of ADVANCE HOUSING, INC., the agency named in the within
instrument; that Susan Devlin, is the President of said agency; that the
execution, as well as the making of this Instrument, has been duly authorized by a
proper resolution of the governing body of said agency; that deponent well knows
the seal of said agency; and that the seal affixed to said Instrument is the proper
seal of said agency; and that the seal affixed to said instrument is the proper seal
and was thereto affixed and said instrument signed and delivered by said Mary
Rossettini, as and for the voluntary act and deed of said agency, in the presence
of deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn to and subscribed before
me the date aforesaid,

Mary Rossettini, Secretary

Donna O'Dea
A Notary Public of New Jersey
My Commission Expires Dec. 18, 2004
Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey

Municipality: Blackemack
County: Bergen County

Sponsor: DMHS
Developer: 

Block: 9537
Lot: 004E
Street Address: 19 Orchard Street

Facility Name: Advance Housing, Inc

Section 1: Type of Facility:

☒ Licensed Group Home
☐ Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)
☐ Residential health care facility (licensed by NJ Dept of Community Affairs or DHSS)
☐ Permanent supportive housing
☐ Supportive shared housing
☐ Other – Please Specify: 

Section 2: Sources and amount of funding committed to the project:

☒ Capital Application Funding Unit $39,900
☐ HUD Special Needs Housing Trust
☐ Balanced Housing – Amount $ 
☐ HUD – Amount $ Program
☐ Federal Home Loan Bank – Amount $ 
☐ Farmers Home Administration – Amount $ 
☐ Development fees – Amount $ 
☐ Bank financing – Amount $ 
☐ Other – Amount $ Program
☐ For proposed projects, please submit a pro forma
☐ Municipal resolution to commit funding, if applicable
☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:
☐ Very low-income clients/households 2
☐ Low-income clients/households
☐ Moderate-income clients/households
☐ Market-income clients/households
☐ Other ____________

Section 4: For permanent supportive housing:

Total # of units ________, including:
☐ # of very low-income units
☐ # of low-income units
☐ # of moderate-income units
☐ # of market-income units

Section 5: Length of Controls:

Years: 22
Effective Date of Controls: 06/23/1999
Expiration Date of Controls: N/A
Average Length of Stay __________ months (transitional facilities only)

Section 6: CO Date: N/A
For licensed facilities, indicate licensing agency:
☐ DDD ☐ DMHS ☐ DVRSS ☐ DCA ☐ DCF
☐ Other ______________________
Initial License Date: ______________________
Current License Date: ______________________

Section 7: Has the project received project-based rental assistance? ☐ Yes ☒ No, Length of commitment: ________ years
Is the subsidy renewable? ☐ Yes ☒ No
Other operating subsidy sources: 
Section 8: Length of commitment: ________ years

Section 8: The following verification is attached:
☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FIELR, UHAC deed restriction, etc.)
☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9: Residents 18 yrs or older? ☐ Yes ☐ No
Population Served (describe): __________
Aggestricted? ☐ Yes ☐ No
Consumer of mental health services? ☐ Yes ☐ No
Accessible (in accordance with NJ Barrier Free Standards)? ☐ Yes ☒ No

Section 10: Affirmative Marketing Strategy (check all that apply):
☐ DDD/DMHS/DHSS waiting list
☐ Affirmative Marketing Plan approved by the Council’s Executive Director

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

Certified by: Sunyama Welis-Medrano 4/20/2021
Project Administrator

Certified by: Municipal Housing Liaison Date

* New Jersey is an Equal Opportunity Employer *
MORTGAGE Modification AGREEMENT

THIS INDENTURE, made this ___ day of March, 2002, between
ADVANCE HOUSING, INC., a New Jersey non-profit corporation, with offices
at 100 First Street, Suite 203, Hackensack, New Jersey 07601, ("Mortgagor"); and
THE STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, 222 S.
Warren Street, P.O. Box 700, Trenton, New Jersey 08625-0700 ("Mortgagee");

WITNESSETH:

WHEREAS, Mortgagor is justly Indebted to Mortgagee on a certain
Promissory Note dated September 23, 1999, in the original face amount of ONE
HUNDRED THREE THOUSAND NINE HUNDRED AND 00/100 —($103,900.00)—
- DOLLARS, without interest, all of which remains due and owing; and

WHEREAS, said Note is secured by a Purchase Money Mortgage
made by Mortgagor to Mortgagee dated September 23, 1999, recorded in the
Office of the Bergen County Clerk on September 30, 1999, in Book 10203 of
Mortgages at Page 720, encumbering premises situate at 10 Orchard Street, Unit
4E, Hackensack, County of Bergen, and State of New Jersey ("Mortgage"); and

WHEREAS, the principal balance due under said obligation is due
and payable on demand; and

WHEREAS, the Mortgagee has requested this Modification
Agreement to reflect additional advances to the Mortgagor in excess of the face
amount;

NOW, THEREFORE, in accordance with the request of the
Mortgagee, and in consideration of the advancement of the additional sum of TWO
THOUSAND SEVEN HUNDRED FIFTY AND 00/100 —($2,750.00)— DOLLARS
in hand paid by the Mortgagee to the Mortgagor, receipt of which is hereby
acknowledge, as well as in consideration of the mutual covenants set forth herein,
as well as other good and valuable consideration, it is AGREED AS FOLLOWS:
STATE OF NEW JERSEY  
COUNTY OF BERGEN  

I CERTIFY that on March 24, 2002, before me, the subscriber, DONNA O’DEA, a Notary Public of the State of New Jersey, personally appeared Mary Rossetti, Secretary of ADVANCE HOUSING, INC., who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Secretary of ADVANCE HOUSING, INC., the agency named in the within instrument; that Susan Devlin, is the President of said agency; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the governing body of said agency; that deponent well knows the seal of said agency; and that the seal affixed to said instrument is the proper seal of said agency; and that the seal affixed to said instrument is the proper seal and was thereto affixed and said instrument signed and delivered by said Mary Rossetti, as and for the voluntary act and deed of said agency, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn to and subscribed before me the date aforesaid.

Mary Rossetti, Secretary

Donna O’Dea
Department of Community Affairs  
Council on Affordable Housing  
Supportive and Special Needs Housing Survey  

Municipality: Hackensack  
County: Bergen  
Sponsor: The Arc of Bergen and Passaic  
Developer:  
Block: 582  
Lot: 21  
Facility Name: Hackensack GH  
Street Address: 279 Lookout Ave.  

Section 1: Type of Facility:  
- [ ] Licensed Group Home  
- [ ] Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)  
- [ ] Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)  
- [ ] Permanent supportive housing  
- [ ] Supportive shared housing  
- [ ] Other – Please Specify:  

Section 2: Sources and amount of funding committed to the project:  
- [ ] Capital Application Funding Unit $  
- [ ] HMFA Special Needs Housing Trust $  
- [ ] Balanced Housing – Amount $  
- [ ] HUD – Amount $ Program  
- [ ] Federal Home Loan Bank – Amount $  
- [ ] Farmers Home Administration – Amount $  
- [ ] Development fees – Amount $  
- [ ] Bank financing – Amount $  
- [ ] Other – Amount $ Program  

For proposed projects, please submit a pro forma  
Municipal resolution to commit funding, if applicable  
Award letter/financing commitment (proposed new  
construction projects only)  

Section 3: For all facilities other than permanent supportive housing:  
Total # of bedrooms reserved for:  
- Very low-income clients/households 6  
- Low-income clients/households  
- Moderate-income clients/households  
- Market-income clients/households  

Section 4: For permanent supportive housing:  
Total # of units, including:  
- # of very low-income units  
- # of low-income units  
- # of moderate-income units  
- # of market-income units  

Section 5:  
Length of Controls: 9 years  
Effective Date of Controls:  
Expiration Date of Controls:  
Average Length of Stay: 21/4 months (transitional facilities only)  

Section 6:  
- [ ] CO Date: 1980  
For licensed facilities, indicate licensing agency:  
- [ ] DDD  [ ] DMHS  [ ] DHSS  [ ] DCA  [ ] DCF  
- [ ] Other: Pending CDC  
Initial License Date: 1980  
Current License Date: 7/17/2018  

Section 7:  
Has the project received project-based rental assistance?  
- [ ] Yes  [ ] No; Length of commitment: ____________ years  
Other operating subsidy sources: DDD/Supportive Housing Connection  
Length of commitment: ____________ years  
Is the subsidy renewable?  
- [ ] Yes  [ ] No  

Section 8: The following verification is attached:  
- [ ] Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD,  
FHA, FHILB, UHAC deed restriction, etc.)  
- [ ] Copy of Capital Application Funding Unit (CAFU) or DHSS Capital Application Letter (20 year minimum, no  
deed restriction required)  

Section 9:  
Residents 18 yrs or older?  
- [ ] Yes  [ ] No  
Population Served (describe):  
Age-restricted?  
- [ ] Yes  [ ] No  
Accessible (in accordance with NJ Barrier Free  
Subcode)?  
- [ ] Yes  [ ] No  

Section 10: Affirmative Marketing Strategy (check all that apply)  
- [ ] DDD/DMHS/DHSS waiting list  
- [ ] Affirmative Marketing Plan approved by the Council’s executive Director  

CERTIFICATIONS  
I certify that the information provided is true and correct to the best of my knowledge and belief.  
Certified by:  
Project Administrator:  
Date:  

Certified by:  
Municipal Housing Liaison:  
Date:  

* New Jersey Is An Equal Opportunity Employer *
LICENSE

The ARC of Bergen & Passaic Counties, Inc.
223 Moore Street
Hackensack, NJ 07601

is hereby licensed as a
Group Home Developmental Disability for 6 individuals
at 279 LOOKOUT AVE
HACKENSACK, NJ 07601

This License is effective from 07/31/2018 to 07/30/2019

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department.
**Department of Community Affairs**  
**Council on Affordable Housing**  
**Supportive and Special Needs Housing Survey**

**Municipality:** HACKENSACK  
**Sponsor:** COMMUNITY OPTIONS ENTERPRISES  
**Block:** 117  
**Lot:** 23  
**Facility Name:** LICENSED GROUP HOME

**Section 1:** Type of Facility:
- [ ] Licensed Group Home
- [ ] Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)
- [ ] Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- [ ] Permanent supportive housing
- [ ] Supportive shared housing
- [ ] Other – Please Specify: ________________

**Section 2:** Sources and amount of funding committed to the project:
- [ ] Capital Application Funding Unit 3
- [ ] HMFA Special Needs Housing Trust $_____
- [ ] Balanced Housing – Amount $_____
- [ ] HUD – Amount $_____
- [ ] Federal Home Loan Bank – Amount $_____
- [ ] Farmers Home Administration – Amount $_____
- [ ] Development fees – Amount $_____
- [ ] Bank financing – Amount $_____
- [ ] Other – Amount $_____

For proposed projects, please submit a pro forma  
Municipal resolution to commit funding, if applicable  
Award letter/financing commitment (proposed new construction projects only)

**Section 3:** For all facilities other than permanent supportive housing:

<table>
<thead>
<tr>
<th>Total # of bedrooms reserved for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very low-income clients/households 5</td>
</tr>
<tr>
<td>Low-income clients/households</td>
</tr>
<tr>
<td>Moderate-income clients/households</td>
</tr>
<tr>
<td>Market-income clients/households</td>
</tr>
</tbody>
</table>

**Section 4:** For permanent supportive housing:

<table>
<thead>
<tr>
<th>Total # of units:</th>
</tr>
</thead>
<tbody>
<tr>
<td># of very low-income units</td>
</tr>
<tr>
<td># of low-income units</td>
</tr>
<tr>
<td># of moderate-income units</td>
</tr>
<tr>
<td># of market-income units</td>
</tr>
</tbody>
</table>

**Section 5:**
- **Length of Controls:** ______ years
- **Effective Date of Controls:** ______________
- **Expiration Date of Controls:** ______________
- **Average Length of Stay:** ______ months (transitional facilities only)

**Section 6:**
- **CO Date:** 5/14/97  
  For licensed facilities, indicate licensing agency:  
- [ ] DOD  
- [ ] DMHS  
- [ ] DHSS  
- [ ] DCA  
- [ ] DCF  
- [ ] Other: ______________
- **Initial License Date:** ______________
- **Current License Date:** ______________

**Section 7:**
- Has the project received project-based rental assistance? [ ] Yes [ ] No  
  **Length of commitment:** ______ years
- Other operating subsidy sources: ______________
- Is the subsidy renewable? [ ] Yes [ ] No

**Section 8:** The following verification is attached:
- [ ] Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum. HUD, FHA, FHLB, UFAC deed restrictions, etc.)
- [ ] Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20-year minimum. no deed restriction required)

**Section 9:**
- Residents 18 yrs or older? [ ] Yes [ ] No  
  **Age-restricted?** [ ] Yes [ ] No
- **Population Served (describe):** ______________
- Accessible (in accordance with NJ Barrier Free Subcode)? [ ] Yes [ ] No

**Section 10:** Affirmative Marketing Strategy (check all that apply):
- [ ] DDD/DMHS/DHSS waiting list
- [ ] Affirmative Marketing Plan approved by the Council’s executive Director
CERTIFICATIONS

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

Certified by:

Project Administrator

Date

Certified by:

Municipal Housing Liaison

Date

* New Jersey Is An Equal Opportunity Employer *
OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the Title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

[Signature]
President

[Signature]
Secretary
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land;
   (iv) environmental protection; or
   (v) the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 7 or 8.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10);
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance"—The amount stated in Schedule A, as may be increased, decreased, or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of the Public Records.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

   (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
   (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
   (C) successors to an Insured by its conversion to another kind of Entity;
   (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title:

      (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured;
      (2) if the grantee wholly owns the named Insured;
      (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity; or
      (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

   (ii) Any person, firm, or corporation that is an Insured and is subject to subsections (a)(i) and (b) of this policy shall be an Insured under this policy.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" shall also include any property beyond the lines of the area described in Schedule A, that is to say, right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 9(6), "Public Records" shall also include environmental protection liens filed in the records of the Clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser or lessee to the Insured, or only so long as the Insured is in default by reason of any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (ii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company, liable under the insured shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those matters caused by action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in
Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy if the Company exercises its rights under this subsection, it must so diligently.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any insured, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid in securing evidence, obtaining witnesses, prosecuting or defending the action, or making settlement, and in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. Any information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit to examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(1) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(2) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(1) or (2), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured, (i) the Amount of Insurance shall be increased by 10%, and (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM
(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

POLICY OF TITLE INSURANCE
SCHEDULE A

First American Title Insurance Company

Name and Address of the issuing Title Insurance Company:
First American Title Insurance Company
506 Carnegie Center, Suite 103
Princeton, NJ 08540

File No.: NCS-886611C-NJ
Policy No.: 886611C
Address Reference: 155 Poor Street, Hackensack, NJ
Amount of Insurance: $399,549.92
Date of Policy: April 4, 2018 at 11:02 A.M.

1. Name of Insured:
   Community Options Enterprises, Inc., a New Jersey non-profit corporation

2. The estate or interest in the Land that is insured by this policy is:
   Fee Simple

3. Title is vested in:
   Community Options Enterprises, Inc., a New Jersey non-profit corporation by virtue of that certain Confirmatory Deed from Community Options Enterprises, Inc., a New Jersey non-profit corporation, successor by merger to Community Action for Independent Living, Inc., a New Jersey non-profit corporation dated March 9, 2018, filed for record April 4, 2018, and recorded in deed Book V 02897, Page 1444.

4. The Land referred to in this policy is described as follows:
   Being more particularly described in SCHEDULE "C", see attached.
SCHEDULE B

File No. NCS-886611C-NJ

Policy No. 886611C

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Notwithstanding any provision of the policy to the contrary, any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.


   This property is subject to current year's taxes levied or to be levied and not yet certified to by the County Board of Taxation in accordance with Chapter 397 Laws of 1941, as amended and supplemented.

3. Subsurface conditions and/or encroachments not disclosed by an instrument of record.

4. Subject to all matters shown on the Plan as recorded in the Recorder's Office of Bergen County, New Jersey in Map No. 1770.

5. Premises herein were benefited by tax exemption. Title policy excepts the lien which may attach by reason of any restoration of property taxes resulting from the transfer of title by the owner entitled to said exemption, or the failure of the owner to comply with the terms and conditions of any agreement with the municipality regarding the exemption, including, without limitation, the retroactive imposition of taxes.

6. A Purchase Money Mortgage to secure an original principal indebtedness of $265,104.00, and any other amounts or obligations secured thereby, recorded April 25, 2018 in Book V 02922, Page 2121 of Official Records.

   Dated: December 22, 2017
   Mortgagor: Community Options, Enterprises
   Mortgagee: The State of New Jersey, Department of Human Services, Division of Developmental Disabilities

First American Title Insurance Company
SCHEDULE "C"

File No.: **NCS-886611C-NJ**

Real property in the City of Hackensack, County of Bergen, State of New Jersey, described as follows:

KNOWN and designated as the Easterly 12.50 feet (Easterly one-half) of Lot number 45, and all of Lots numbered 46, 47, and 48 in Block number 6, on a certain map entitled "Map No. 38 of Property of the Broadway Development Corporation, Hackensack, Bergen Co., NJ., April 28, 1921", Wm. L. Whitmore, C.E., revised by George M. Foulds and filed in the Bergen County Clerk's Office at Hackensack, N.J., March 7, 1922 as Map No. 1770.

Being more particularly described as follows:

BEGINNING at a point in the Northwesterly line of Poor Street distant 300.60 feet Southwesterly from the intersection of the Northeasterly line of Poor Street and the Southwesterly line of Standish Avenue, and from thence running

(1) Along the Northwesterly line of Poor Street, South 47 degrees 30 minutes West 87.50 feet to a point, thence

(2) North 42 degrees 30 minutes West 150.00 feet to a point; thence

(3) North 47 degrees 30 minutes East 57.50 feet to a point; thence

(4) South 42 degrees 30 minutes East 150.00 feet to the point and place of BEGINNING.

Note: For Informational Purposes Only: Being Lot 23, Block 117, on a Tax map of the City of Hackensack, County of Bergen, State of New Jersey.
Privacy Information

We are committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information—particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms, and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others;
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and overview our employees and agents to ensure that your information will be protected against unauthorized access, use, alteration, or destruction. Federal regulations require us to safeguard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information we receive on the Internet.

In general, you can visit First American or its affiliates’ Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation’s site and its affiliates’ sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American’s Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

Although you can accept or reject cookies, some parts of First American’s sites may not function properly if you reject cookies.

Fair Information Values

Fairness

We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record

We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Accuracy

We take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information.

Education

We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security

We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Form 50-PRIVACY (9/1/10)
Document Type: Mortgage

RETURN TO:
FIRST AMERICAN TITLE NCS - PRINCETON
104 CARNEGIE CENTER, SUITE 101
PRINCETON NJ 08540
ERECODED

PRIMARY NAME
COMMUNITY OPTIONS ENTERPRISES

SECONDARY NAME
NEW JERSEY DEPARTMENT OF HUMAN SERVICES

ADDITIONAL PRIMARY NAMES

ADDITIONAL SECONDARY NAMES

MARGINAL REFERENCES:

DOCUMENT DATE: 12/22/2017
MUNICIPALITY: HACKENSACK

FEES / TAXES:
Recording Fee: Mortgage $30.00
Additional Pages Fee $20.00
Homeless Trust Fund - Bergen County $3.00
Total: $53.00

INSTRUMENT #: 18-028865
Recorded Date: 04/25/2018 11:15:13 AM

I hereby CERTIFY that this document is recorded in the Clerk's Office in Bergen County, New Jersey.

John S. Hogan
Bergen County Clerk

Recording Fees: $53.00
Realty Transfer Tax Fees: $0.00

OFFICIAL RECORDING COVER PAGE

PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.
PURCHASE MONEY MORTGAGE

MORTGAGE made this ___22____ day of ___December___, 2017__,

between the Mortgagor, _Community Options Enterprises_

and the Mortgagee, the State of New Jersey, Department of Human Services,
Division of Developmental Disabilities,
Trenton, New Jersey

WHEREAS the Mortgagor is indebted to the Mortgagee in the sum of,

Two Hundred Sixty Five Thousand One Hundred Four Dollars,

($265,104.00), which indebtedness is evidenced by a promissory note dated
December 22, 2017__, and by a certain agreement dated December 22, 2017__.

THEREFORE to secure the indebtedness of $ $265,104.00
lawful money of the United States, to be paid in accordance with the aforesaid agreement,
the Mortgagor does hereby mortgage the following described property located in the

_Township of Hackensack, County of Bergen_,

State of New Jersey, and more particularly hereto and made a part hereof, the aforesaid
property being designated as:

_Block (1111), Lot (23),_

on the tax map of said Township of Hackensack, and having a street address of

155 Poor St. Hackensack, NJ 07601
Upon default by the Mortgagor in the performance of any term, provision or requirement of the aforesaid agreement of **December 22, 2017**, or upon no-fault termination of said agreement pursuant to Section 8.01 thereof, the entire amount of this mortgage shall, at the option of the Mortgagee, immediately become due and payable. Alternatively, upon Mortgagor default or upon no-fault termination of the agreement of **December 22, 2017**, the Mortgagee may exercise other options as set forth in Section 5.02 of the said agreement.

The Mortgagor agrees that if default shall be made in any term, provision or requirement of the agreement of **December 22, 2017**, the Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises and to operate same in accordance with the aforesaid agreement.

The Mortgagor shall keep the building or buildings and improvements now on said premises, or that may hereafter be erected thereon, in good and substantial repair, and, upon failure to do so, the whole indebtedness secured and represented by this Mortgage, and the note accompanying same shall, at the option of the Mortgagee, become immediately due and payable; and also the Mortgagee may enter upon the premises and repair and keep in repair the same, and the expense thereof shall be added to the sum secured hereby.

In the event that the aforesaid property is condemned, the proceeds of any award for damages, direct as well as consequential, or the proceeds of any conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee.
IN WITNESS HEREOF, the Mortgagor has hereto set its hand and seal the day and year first written above.

Community Options, Enterprises
Agency Name (Mortgagor)

BY: Robert Stack - President/CEO

ATTEST:

Courtney Edel - L.S.
Secretary

State of New Jersey, County of Bergen ss.: Be it remembered that

on December 22, 2017 before me, the subscriber, personally appeared

Robert Stack

who being by me duly swore on his/her oath, deposes and makes proof to my satisfaction, that he/she is the President/CEO of Community Options Enterprises.

the agency name in the within Instrument; that
is the chief executive officer of said agency; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the governing body of the said agency; that deponent well knows the seal of said agency; and that the seal affixed to the said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said chief executive officer as and for the voluntary act and deed of said agency, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness

Sworn to and subscribed before me, the date aforesaid.

Prepared by: DANNA MARIE ANTHONY NOTARY PUBLIC OF NEW JERSEY Comm. # 2417893 My Commission Expires 03/01/2022

Please Return: David Sweeney
16 Farber Rd. Princeton, NJ 08540
PURCHASE MONEY MORTGAGE

MORTGAGE made this 22 day of December, 2017,

between the Mortgagor, Community Options, Enterprises

and the Mortgagee, the State of New Jersey, Department of Human Services,
Division of Developmental Disabilities,
Trenton, New Jersey

WHEREAS the Mortgagor is indebted to the Mortgagee in the sum of,

Two Hundred Sixty Five Thousand One Hundred Four Dollars,
($265,104.00), which indebtedness is evidenced by a promissory note dated
December 22, 2017, and by a certain agreement dated December 22, 2017:

THEREFORE to secure the indebtedness of $265,104.00
lawful money of the United States, to be paid in accordance with the aforesaid agreement,
the Mortgagor does hereby mortgage the following described property located in the

Township of Hackensack, County of Bergen.

State of New Jersey, and more particularly hereto and made a part hereof, the aforesaid
property being designated as:

Block (117), Lot (23),
on the tax map of said Township of Hackensack, and having a street address of

155 Poor St. Hackensack, NJ 07601
Upon default by the Mortgagor in the performance of any term, provision or requirement of the aforesaid agreement of **December 22, 2017**, or upon no-fault termination of said agreement pursuant to Section 8.01 thereof, the entire amount of this mortgage shall, at the option of the Mortgagee, immediately become due and payable. Alternatively, upon Mortgagor default or upon no-fault termination of the agreement of **December 22, 2017**, the Mortgagee may exercise other options as set forth in Section 5.02 of the said agreement.

The Mortgagor agrees that if default shall be made in any term, provision or requirement of the agreement of **December 22, 2017**, the Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises and to operate same in accordance with the aforesaid agreement.

The Mortgagor shall keep the building or buildings and improvements now on said premises, or that may hereafter be erected thereon, in good and substantial repair, and, upon failure to do so, the whole indebtedness secured and represented by this Mortgage, and the note accompanying same shall, at the option of the Mortgagee, become immediately due and payable; and also the Mortgagee may enter upon the premises and repair and keep in repair the same, and the expense thereof shall be added to the sum secured hereby.

In the event that the aforesaid property is condemned, the proceeds of any award for damages, direct as well as consequential, or the proceeds of any conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee.
IN WITNESS HEREOF, the Mortgagor has hereto set its hand and seal the day and year first written above.

Community Options Enterprises
Agency Name (Mortgagor)

BY: ______________ L S.
Robert Stack- President/CEO

ATTEST:

____________________ L.S.
Courtney Edel Secretary

State of New Jersey, County of ___________ Bergen ___________ ss.: Be it remembered that

on ___________ December 22, 2017 _______ before me, the subscriber, personally appeared

____________________ Robert Stack

who being by me duly swore on his/her oath, deposes and makes proof to my satisfaction, that he/she is the President/ CEO of Community Options Enterprises.

the agency name in the within Instrument; that is the chief executive officer of said agency; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the governing body of the said agency; that deponent well knows the seal of said agency; and that the seal affixed to the said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said chief executive officer as and for the voluntary act and deed of said agency, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Sworn to and subscribed before me, the date aforesaid.

Prepared by: DANNA MARIE ANTHONY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2417933
My Commission Expires 03/01/2022

Please Return: David Sweeney
16 Farber Rd. Princeton, NJ 08540
**Document Type:** Deed - Exempt

**RETURN TO:**
FIRST AMERICAN TITLE NCS - PRINCETON
104 CARNEGIE CENTER, SUITE 101
PRINCETON NJ 08540
ERECORDED

**SUBMITTED BY:**
First American Title NCS - Princeton
(609) 524-6338

**PRIMARY NAME**
COMMUNITY OPTIONS ENTERPRISES INCORPORATED

**SECONDARY NAME**
COMMUNITY OPTIONS ENTERPRISES INCORPORATED

**ADDITIONAL PRIMARY NAMES**
COMMUNITY ACTION FOR INDEPENDENT LIVING INCORPORATED

**MARGINAL REFERENCES:**

**DOCUMENT DATE:** 03/09/2018
**MUNICIPALITY:** HACKENSACK
**LOT:** 23 fka lots 23,24,25 and 26A
**BLOCK:** 117
**GRANTEE ADDRESS:** 16 FARBER RD PRINCETON NJ 08540

**FEES / TAXES:**
- Recording Fee: Deed - Exempt $40.00
- Additional Pages Fee $50.00
- Homeless Trust Fund - Bergen County $3.00
**Total:** $93.00

**INSTRUMENT #: 18-022022.01**
**Recorded Date:** 04/04/2018 11:02:36 AM
I hereby CERTIFY that this document is recorded in the Clerk's Office in Bergen County, New Jersey:

John S. Hogan
Bergen County Clerk

Recording Fees: $93.00
Realty Transfer Tax Fees: $0.00
RECORD & RETURN TO:
First American Title Insurance Co.
104 Carnegie Center, Suite 101
Princeton, NJ 08540

CONFRMATORARY DEED

This Deed is made on March __, 2018,

BETWEEN

COMMUNITY OPTIONS ENTERPRISES, INC., a New Jersey non-profit corporation, successor by merger to Community Action for Independent Living, Inc., a New Jersey non-profit corporation, as evidenced by that certain Certificate of Merger/Consolidation filed with the New Jersey Division of Revenue on December 20, 2017, having an address of 160 Father Road, Princeton, NJ 08540

AND

COMMUNITY OPTIONS ENTERPRISES, INC., a New Jersey non-profit corporation, having an address of 160 Father Road, Princeton, NJ 08540

The words “Grantor” and “Grantee” shall mean all Grantors and all Grantees listed above.

Explanatory Statement:

A. Pursuant to that certain Certificate of Merger/Consolidation filed with the New Jersey Division of Revenue on December 20, 2017 (“Certificate of Merger”), Community Action for Independent Living, Inc. merged into Community Options Enterprises, Inc., such merger being effective as of December 20, 2017. The Grantee is the surviving entity.

B. At the time of the merger, Community Action for Independent Living, Inc. was the owner of the real property, consisting of the land and all the buildings and structures on the land, known as 155 Poor Street, Municipality of the City of Hackensack, Bergen County, New Jersey, described below (the “Property”).

C. Pursuant to N.J.S.A. 15A:10-6 and the Certificate of Merger, title to the Property is now vested in the Grantee, as the surviving entity, however, the Grantee desires to confirm that it is vested with all right, title, and interest of the Grantor in and to the Property.
Transfer of Ownership. The Grantor, in consideration of the aforesaid merger, and in accordance with N.J.S.A. 15A:10-6, hereby grants, conveys, and assigns to the Grantee, as surviving entity, its successors and assigns, in fee simple, the Property as further described on Exhibit A, attached hereto and made a part hereof. This transfer is made for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration. Grantor acknowledges receipt of this money.


BEING the same premises conveyed to Community Action for Independent Living, Inc. herein by Deed from Edna Sanzari, single, dated December 27, 1996 and recorded on January 6, 1997 in the Office of the Bergen County Clerk in Deed Book 7939, Page 193. Whereas Community Action for Independent Living, Inc. has since merged into Community Options Enterprises, Inc. effective December 20, 2017.

TOGETHER WITH all improvements thereupon, and the rights, alleys, ways, waters, easements, privileges, appurtenances and advantages belonging or appertaining thereto.

TO HAVE AND TO HOLD the Property hereby conveyed to the Grantee, its successors and assigns, in fee simple, forever.

THE GRANTOR covenants to warrant specially the Property hereby conveyed, and to execute such further assurances of the Property as may be requisite.

THIS CONFIRMATORY DEED IS EXECUTED HEREIN SOLELY TO CONFIRM THAT GRANTEE IS VESTED WITH ALL RIGHT, TITLE, AND INTEREST OF THE GRANTOR IN AND TO THE PROPERTY PURSUANT TO THE CERTIFICATE OF MERGER AND IN ACCORDANCE WITH N.J.S.A. 15A:10-6.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Unit. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Unit (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

(signatures on following pages)
Signature. IN WITNESS WHEREOF the Grantee, as the successor entity has caused this Deed to be duly executed on behalf of the Grantor, the merged corporation, as of the day and year first above written by a duly authorized officer of the Grantee.

GRANTOR:
COMMUNITY OPTIONS ENTERPRISES, INC., successor by merger to Community Action for Independent Living, Inc.

By: ____________________________
Robert Stack, President

STATE OF NEW JERSEY  COUNTY OF MERCER  SS.:

I CERTIFY that on March 9, 2018, before me, the undersigned, personally appeared, Robert Stack, President of Community Options Enterprises, Inc., a New Jersey non-profit corporation, successor by merger to Community Action for Independent Living, Inc., which is the Grantor in the attached Deed, who I am satisfied is the person who signed this Deed, and did acknowledge under oath that he:

(a) signed and delivered the attached Deed in his capacity as President; and

(b) executed this Deed as the voluntary act and deed of Grantor,

(c) made this Deed for $10.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5).

Danna Marie Anthony
Notary Public

DANNA MARIE ANTHONY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2417993
My Commission Expires 03/01/2022
EXHIBIT A

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hackensack, County of Bergen, State of New Jersey:

KNOWN and designated as the easterly 12 50 (easterly one-half) of Lot Number 45, and all of Lots numbered 46, 47 and 48 in Block Number 6, on a certain map entitled “Map No. 38 of Property of the Broadway Development Corporation, Hackensack, Bergen Co., N.J., April 28, 1921”, Wm. L. Whitmore, C.E., revised by George M. Foulds and filed in the Bergen County Clerk’s Office at Hackensack, N.J., March 7, 1922 as Map No. 1770.

Being more particularly described as follows:

BEGINNING at a point in the northwesterly line of Poor Street distant 300.60 feet southwesterly from the intersection of the northwesterly line of Poor Street and the southwesterly line of Standish Avenue, and from thence running

(1) Along the northwesterly line of Poor Street, South 47 degrees 30 minutes West 87.50 feet to a point; thence

(2) North 42 degrees 30 minutes West 150.00 feet to a point; thence

(3) North 47 degrees 30 minutes East 87.50 feet to a point; thence

(4) South 42 degrees 30 minutes East 150.00 feet to the point and place of BEGINNING.

The said description is drawn in accordance with a survey made by P & M Surveying, Inc., dated 12/5/96.
State of New Jersey
SELLER’S RESIDENCY CERTIFICATION/EXEMPTION

(Sell) by merger to Community
Action for Independent Living

SELLER’S INFORMATION
Name(s)
Community Options Enterprises, Inc., a New Jersey non profit corporation

Current Street Address
16 Farber Road

City, Town, Post Office Box
Princeton

State Zip Code
NJ 08540

PROPERTY INFORMATION
Block(s) Lot(s) Qualifier
117 23 (1/6/4 lots 23, 24, 25 and 26A)

Street Address
155 Poor Street

City, Town, Post Office Box
City of Hackensack

State Zip Code
NJ 07601

Seller’s Percentage of Ownership $10.00 $10.00

Owner’s Share of Consideration

Closing Date 03/09/18

SELLER’S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. [ ] Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.

2. [ ] The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.

3. [ ] Seller is 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, transferee, 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 is not required to make an estimated gross income tax payment.

6. [ ] The total consideration for the property is $1,000 or less so the seller is not required to make an estimated income tax payment.

7. [ ] The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated 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 and report the recognized gain.

8. [ ] Seller did not receive non-like kind property.

9. [ ] The real property is being transferred 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.

10. [ ] The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.

11. [ ] The deed is dated prior to August 1, 2004, and was not previously recorded.

12. [ ] The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.

13. [ ] The property transferred is a cemetery plot.

14. [ ] Seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

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 may 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 a 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.

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
STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY MERCER 0223

MUNICIPALITY OF PROPERTY LOCATION City of Hackensack

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

*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, Robert Stack, being duly sworn according to law upon his/her oath,

(Name) deposes and says that he/she is the President in a deed dated March 09, 2018 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 117 Lot number 23 (Fka 23,26,25,26A) located at
155 Poor Street, Hackensack, NJ 07601

(Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 10.00 (Instructions #1 and #5 on reverse side) □ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B (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 (See 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.
N.J.S.A. 46:15-10(d) (Consents or Corrects a Deed Previously Recorded)

(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. *(Instruction #9 on reverse side for A or B)
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 me this __ day of March 2018

Signature of Deponent

Community Options Enterprises, Inc.
Grantor Name

(Revised Date)
Document Type: Satisfaction of Mortgage

RETURN TO:
FIRST AMERICAN TITLE NCS - PRINCETON
104 CARNEGIE CENTER, SUITE 101
PRINCETON NJ 08540
ERECORDER

SUBMITTED BY:
First American Title NCS - Princeton
(609) 524-6338

MARGINAL REFERENCES: MTGE 09340 0163

DOCUMENT DATE: 02/13/2018
MUNICIPALITY: HACKENSACK

FEES / TAXES:
  Recording Fee: Satisfaction of Mortgage $40.00
  Homeless Trust Fund - Bergen County $3.00
  Total: $43.00

INSTRUMENT #: 18-022022
Recorded Date: 04/04/2018 11:02:35 AM
I hereby CERTIFY that this document is recorded in the Clerk's Office in Bergen County, New Jersey.

John S. Hogan
Bergen County Clerk

Recording Fees: $43.00
Realty Transfer Tax Fees: $0.00

OFFICIAL RECORDING COVER PAGE

PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
*Covers page does not include all data, please see index and document for any additional information.
DISCHARGE OF MORTGAGE

December 27, 1996

A certain Mortgage dated November 21, 1996 was made by Community Action for Independent Living to the Department of Human Services.

This Mortgage was made to secure payment of $237,615.00. It was recorded or registered in the office of the county recording officer of Bergen County, New Jersey, on January 6, 1997 in Mortgage Book 9340 on page 163.

This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now cancelled and void.

I sign and CERTIFY to this Discharge of Mortgage on _______.

Signature: [Signature]

Eric Kaufmann, Assistant CFO, DHS

Witnessed or Attested by:

Sheri Fine, M.A.
Housing Supervisor, Northern Counties

STATE OF NEW JERSEY

COUNTY of _______

BE IT REMEMBERED, that on 2/13/18 before me, the subscriber, personally appeared Eric Kaufmann who I am satisfied is an authorized officer of the Department of Human Services, and that he acknowledge at that time he signed, sealed and delivered the within document as the voluntary act and deed of said entity with intention to be bound pursuant to the terms thereof.

[Signature]

Robert K. Strong, Attorney at Law

When Recorded Return To:
First American Title Insurance Company
National Commercial Services
104 Carnegie Center, Suite 101
Princeton, NJ 08540
File No: NCS 130000