

8

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
Division of Housing and Community Resources
Housing Affordability Service
AFFORDABLE HOUSING AGREEMENT
RENTAL PROPERTIES

Prepared by:

Name of Preparer **Stephen E. Smith, Esq.**

This is not an offical document

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This AGREEMENT is entered into on this 19 day of November, 2001

BETWEEN

Owner Legal Name **Macedonia/O.C.E.A.N. Senior Housing Urban Renewal Associates L.P.**
Owner Legal Street Address **140 John St.**
Municipality, State, Zip **Lakewood, NJ 08701**

(hereafter "OWNER")

owner of the property designated in **Section II PROPERTY DESCRIPTION**,

AND

NJ DEPARTMENT OF COMMUNITY AFFAIRS
Housing Affordability Service
101 South Broad Street
P. O. Box 806
Trenton, N.J. 08625-0806

(hereafter "AUTHORITY")

BOTH PARTIES having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit(s) described in **Section II PROPERTY DESCRIPTION** for a period of at least 45 years beginning on November 22, 2000 and ending after November 21, 2045 when any Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant.

WHEREAS, the New Jersey Housing and Mortgage Finance Agency (the "Agency") is authorized by the Fair Housing Act (P.L. 1985, c. 222) (the "Act") to make grants and loans to assist municipalities in meeting their low and moderate income housing obligation as determined in accordance with the Act and to establish requirements and controls in consultation with the Council on Affordable Housing (the "Council") to ensure the maintenance of that housing as affordable to low and moderate income households for a period of at least 30 years, or for a shorter period when authorized; and

WHEREAS, the Agency is authorized by Section 324 of the Act to establish procedures for entering into and shall enter into contracts with willing municipalities or developers of inclusionary developments whereby the Agency will administer resale and rent controls in municipalities where no appropriate administrative agency exists, and to charge a reasonable fee therefor; and

WHEREAS, the Agency (N.J.A.C. 5:80-24) and the Council (N.J.A.C. 5:93-9) have each adopted procedural regulations establishing such procedures and controls and the terms thereof as required by the Act; and

WHEREAS, the Department and the Agency, pursuant to authority granted under the Act, have signed a Memorandum of Understanding agreeing to delegate central responsibility for the administration of such regulations, including the administration of contracts with municipalities or developers pursuant to Section 324 of the Act, to the Department; and

WHEREAS, pursuant to the Act, the housing unit(s) described in **Section II PROPERTY DESCRIPTION** hereafter and/or an attached EXHIBIT "A" of this Agreement has(have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing unit(s) remain(s) affordable to low and moderate income eligible households for that period of time described in **Section III TERM OF RESTRICTION**.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the

INSTR # 2001183414 OR BK 109326 L6 REC'D 12/05/2001 07:24 AM
H. DEAN MURKIN, CEC, COUNTY
13

13
- cont

1. LEGAL DESCRIPTION OF THE PROJECT PROPERTY (EXHIBIT "A") - use the form page which follows
2. THE FIRST PAGE OF SECTION "C" FROM THE GRANT AGREEMENT FOR THE PROJECT, SHOWING THE INITIAL CONTRACT AND GROSS RENTS AND PAYMENT OF UTILITIES CHART (include under EXHIBIT "A")
3. A CORPORATE OR INDIVIDUAL/PARTNERSHIP ACKNOWLEDGEMENT (use the appropriate form page which follows)

THE DOCUMENT CANNOT BE RECORDED WITHOUT THESE PAGES BEING PRESENT

THE COMPANION DOCUMENT, "DEED OF EASEMENT AND RESTRICTIVE COVENANT", MUST ALSO BE PREPARED FOR EXECUTION AND RECORDING
(BH Aff Control Doc 2.wpd)

BH Aff Control Doc 1.wpd/7

EXHIBIT "A"

AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement also applies to the owner's interest in the real property as further described below:

PROPERTY DESCRIPTION

Block #: 768 Lot#: 6. 7.01, 7.02 Municipality: Lakewood Twp.County: Ocean # of Units: 50Complete Street Address and Unit #: 140 John St., Units 101-114; 201-218; 301-318City: Lakewood State: NEW JERSEY Zip Code: 08701

The restrictions contained herein shall be imposed on the Affordable Housing units as listed below for a period of at least 45 years beginning on November 22, 2000 and ending at the first non-exempt transfer of title after November 21, 2045 unless extended by municipal resolution as described in **Section III TERM OF RESTRICTION**.

Please add a legal property description as required, including individual building or individual rental unit identification numbers.

Rental Units #101 through 114, inclusive; 201 through 218, inclusive; 301 through 318, inclusive.

Also described as lots 6, 7.01 and 7.02 in Block 768 on the Official Tax Map of Lakewood Township, Ocean County, NJ

Being the same premises described in a Deed dated June 1, 1998 and recorded June 19, 1998 in the office of the Ocean County Clerk in Deed Book 5588, Page 107, et seq.

As also described on the attached Exhibit A.

CORPORATE PROOF BY THE SUBSCRIBING WITNESS

State of New Jersey, County of _____

I am an officer authorized to take acknowledgments and proofs in this State.

This is not an official document

EXHIBIT A

EXHIBIT A

All the real property located in the Township of Lakewood, County of Ocean, State of New Jersey and more particularly described as follows:

BEGINNING at a point in the southerly line of John Street, therein distant 570.00 feet easterly from the easterly line of River Avenue and from said point running thence,

- (1) South 77 degrees 00 minutes 00 seconds East 250.00 feet to a point; thence,
- (2) South 13 degrees 00 minutes 00 seconds West 259.54 feet to a point; thence,
- (3) North 77 degrees 00 minutes 00 seconds West 160.00 feet to a point; thence,
- (4) North 13 degrees 00 minutes 00 seconds East 91.11 feet to a point; thence,
- (5) North 76 degrees 49 minutes 18 seconds West 90.00 feet to a point; thence,
- (6) North 13 degrees 00 minutes 00 seconds East 168.15 feet to the point and place of BEGINNING.

The above description is in accordance with survey dated April 24, 1998, made by John L. Yoden, L.S.

FOR INFORMATION: Being Lot(s) 6, Block 768, Tax Map of the Township of Lakewood, New Jersey.

15/15/768/6,7.01,7.02

BEING ALSO DESCRIBED AS:

Beginning at a point on the southerly line of John Street, 66' wide, distant 570.00' on a course of south 77 degrees 00 minutes 00 seconds east from the intersection of the southerly line of John Street and the easterly line of River Avenue also known as N.J.S.H. Route 9 continuing thence:

1. South 77 degrees 00 minutes 00 seconds east along the southerly line of John Street 250.00' to a point thence;
2. South 13 degrees 00 minutes 00 seconds west along the westerly line of Lot 8, Block 768, 259.54' to a point thence;
3. North 77 degrees 00 minutes 00 seconds west along the northerly line of Lot 18, Block 768, 160.00' to a point thence;
4. North 13 degrees 00 minutes 00 seconds east along the westerly line of Lot 22, Block 768, 91.11' to a point thence;
5. North 76 degrees 49 minutes 18 seconds west along the northerly line of Lot 22, Block 768, 90.00' to a point thence;
6. North 13 degrees 00 minutes 00 seconds east along the easterly line of Lot 5, Block 768, 168.15' to the point of beginning.

It being the intention to describe Lots 6 & 7, Block 768, Lakewood Township, Ocean County, New Jersey.

RECORD AND RETURN TO:
NIA / LAWYER'S AGENCY
66 ROUTE 17
P/ RADIUS NJ 07750-1768
FILE NO: 19871023

AGREEMENT NUMBER: 98-0577-00

PROGRAM: Neighborhood Preservation Balanced Housing

GRANTEE: Township of Lakewood

PROJECT INFORMATION AND SPECIFICATIONS

1. The Municipality shall enter into a Contract with the Sponsor/Developer, known as Macedonia/Ocean Senior Housing Urban Renewal Associates to provide up to \$980,000 of Balanced Housing Funds for developing the project, known as Macedonia Senior Housing, which is further identified on the Project Map and appended to this Agreement as Exhibit I.

This separate Sponsor/Developer contract shall be subject to the review and approval of the Division of Housing and Community Resources and shall include, but not be limited to, the following terms and conditions:

- A. The Sponsor/Developer agrees to create 50 new affordable housing units at the following sizes and rents:

No of Units	No of BRs	Sq.Ft.	Annual/Monthly Rent
50	1	610	\$5,400/\$450-

Utilities shall be provided as follows:

	Landlord Pays	Tenant Pays	
Heat (gas)		X	
Hot water (gas)		X	
Water	X		
Sewer	X		
Electricity		X	
Cooking Gas	X		
Trash	X		

All units will be air conditioned.

- B. The Sponsor/Developer shall execute a note in the amount of \$980,000 and mortgage in favor of the Department. The note shall include the funds transferred to the Affordable Housing Management Service as referenced in paragraph 3. of this Attachment. The terms and conditions of this note and mortgage shall be subject to the review and approval of the Division of Housing.

C. The Sponsor/Developer acknowledges that \$360,000 of the \$980,000 is committed solely as a contingency against the project not receiving funding from the Federal Home Loan Bank's Affordable Housing Program. As such, the sponsor agrees that it will proceed in good faith with its application to that program. The Sponsor/Developer further acknowledges and agrees that if and when it receives a commitment from the Federal Home Loan Bank, the Department of Community Affairs loan shall be reduced accordingly or, if such funds have already been advanced, repaid to the Department within 30 days.

D. The Sponsor/Developer shall enter into an Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions with the Department's Affordable Housing Management Service which will monitor affordability controls and certify eligible households.

E. The Sponsor/Developer shall execute the Affordable Housing Management Service Agreement, which is appended by reference to this Agreement. The Affordable Housing Management Service (AHMS) will administer affordability controls according to NJAC 5:14 Chapter 4 for the entire length of affordability controls as required by the Balanced Housing Program.

2. The Municipality will be responsible for the administration of this Agreement and for monitoring the Sponsor/Developer's Contract.

3. The Municipality agrees that the Department of Community Affairs will transfer \$25,000.00 from the Balanced Housing total of \$980,000.00 directly to the Affordable Housing Management Services.

4. Upon project completion and prior to the release of any final payment authorized in the drawdown schedule, the Sponsor/Developer shall provide a cost certification to the Department. This cost certification shall be prepared by a certified public accountant on an accrual basis and shall provide a comparison of projected cost per Attachment B of this Agreement and actual costs. If actual costs are less than the budgeted amounts, the Department at its sole discretion may either recapture that portion of the Agreement amount or reallocate funds to other cost categories.

owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing units to low and moderate income eligible households at a maximum adjusted rent determined by the Department for the specified period of time.

I. DEFINITIONS

"Adjusted Rent" shall mean the Base Rent for a rental unit adjusted by the Index.

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency (NJHMFA) or its designee.

"Agreement" shall mean this written Affordable Housing Agreement between the Department and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this Agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Base Rent" shall mean the monthly rental charge for an Affordable Housing rental unit at the time the unit is first restricted by an Affordable Housing Agreement which has been calculated to include a credit for those utility costs paid by the tenant using a utility cost schedule approved for statewide use by the U.S. Department of Housing and Urban Development.

"Certified Household" shall mean any eligible household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Department.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et.seq.

"Department" shall mean the New Jersey Department of Community Affairs.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, imputed income from assets, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or can be utilized for the purpose of mortgage approval.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by the Council.

"Low Income Household" shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by the Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Where appropriate, the term Owner shall also mean a person who owns an Affordable Housing rental property as a landlord. Owner shall not include any co-signor or co-borrower on any First Purchase Money Mortgage unless such co-signor or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Renter" shall mean a Household who has been Certified for an Affordable Housing unit for rent subject to the signing of a lease and the payment of any required security deposit.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Name & Address: Rev. Dr. Albert C. Clayton Senior Residency-140 John St.

Municipality: Lakewood County: Ocean

Unit Numbers: 101-114; 201-218; 301-318 Block #: 768 Lot #: 6, 7.01, 7.02

Studio Units: 0 # 1 BR Units: 50 #2 BR Units: 0 #3 BR Units: 0

Other Units (Specify): 0 Total # Units: 50

and is more particularly described in the legal property description attached as Exhibit "A".

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the date a new affordable rental unit is first occupied, the date an affordable occupied rental unit has been certified as standard, or the date after 50% of the units in a multifamily rental project containing four or more affordable rental units are occupied or have received permanent certificates of occupancy whichever is first.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the date after the specified time period when any Affordable Housing Rental unit that continues to be occupied by a Certified Household shall become vacant.

C. Upon termination of restrictions as they apply to each rental unit within the named Property, the Department shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of the Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of a rental Affordable Housing unit shall not rent the Affordable Housing unit for an Adjusted Rent that is greater than the established Base Rent (as contained in Exhibit "A") plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. Adjusted Rents shall be effective as of the lease anniversary date and shall remain in effect for at least a one year period.

B. The Owner shall not rent the Affordable Housing unit other than to a Renter who has been certified utilizing the income verification procedures established by the Department, the Agency, and the Council to determine qualified Low and Moderate Income-Eligible Households.

C. The Owner of the rental Affordable Housing unit shall sell the unit in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-9), and the Agency (N.J.A.C. 5:80-24) to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable deed and no later than the leasing and occupancy of 50% of the applicable rental units in any project covered by a single deed with permanent occupancy permits.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in EXHIBIT A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTIONS of the Agreement.

C. This Agreement shall be executed by the Owner or the then current title holder of record of the property upon which the Affordable Housing units are to be situated prior to its recording.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Lease Agreements from all Owners to Purchasers and Certified Renters of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an AFFORDABLE HOUSING AGREEMENT which has been filed in the Office of the Clerk of the County

where the Property is situated and is also on file with the N.J. Department of Community Affairs."

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of Affordable Housing units, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

- A. Affordable Housing units designated as rental units shall at all times remain the Primary Residence of the Renter and shall not be sublet to any party whether or not that party is qualified as a Low or Moderate Income-Eligible Household without prior written approval from the Department.
- B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be rented to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Rent. Owners must obtain prior approval for such alteration to qualify for this recalculation.
- C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.
- D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.
- E. The Owners of Affordable Housing units shall notify the Department in writing sixty (60) days prior to a rental vacancy. Owners shall not convey title or lease or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Department.
- F. An Owner shall request referrals of Certified Households from the pre-screened established referral list maintained by the Department.
- G. The Owner may rent the property to an eligible household not referred by the Department. The proposed Renter must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Department for written certification as an eligible rental transaction. Written verification of eligibility for Sec. 8 Rental Assistance may substitute for Departmental certification. Prior to execution of a lease, each selected household must be approved by the Department and a completed Unit Inventory Form submitted.
- H. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, Department approved second mortgages and liens of the Department to attach and remain on the property for more than sixty (60) days.
- I. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.
- J. The Owner shall have responsibility for forwarding copies of all documents filed with the applicable county recording office to the Department after they have been signed, dated and recorded.
- K. The Owner shall be obligated to pay a service fee to the Department for initial occupancy and at the time of each new rental occupancy in the amount specified by the fee schedule approved by the N.J. Treasurer.

IX. FORECLOSURE

A. This agreement shall not be terminated in the event of judgment of Foreclosure on properties that include Affordable Housing units that are designated as rental units unless the rental unit is contained within an owner-occupied property containing four or less units.

B. If the rental unit is contained within an owner-occupied property containing four or less units, the terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

C. Upon a judgment of Foreclosure of an owner-occupied unit containing an affordable rental housing unit, the Department shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Department, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Department shall have all remedies provided at law or equity, including but not limited to foreclosure, recoupment of any funds from a rental in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

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

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner: As set forth on the first page.

To the Department: New Jersey Department of Community Affairs
Division of Housing and Community Resources
101 South Broad Street
P. O. Box 806
Trenton, New Jersey 08625-0806
Attention: Housing Affordability Service

Or such other address that the Department, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Department, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

The Owner and the Department hereby agree that all Affordable Housing units described herein shall be marketed, sold, rented, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Department shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk, for the County in which the Affordable Housing units are situated.

DATE: November 19, 2001

ATTEST:

By: Theodore Gooding, Secretary

OWNER: Macedonia/O.C.E.A.N. Senior Housing
and Urban Renewal Associates, L.P.

By: Ibrahim S. Abdullah,
Vice-President
Macedonia/O.C.E.A.N. Housing, L.L.C.
General Partner

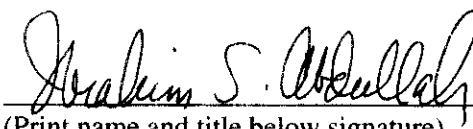
BH Aff Control Doc 1.wpd/1-6 (rev. 7.7.00)

PREPARE AND ATTACH THE FOLLOWING PAGES TO THIS DOCUMENT:

STATE OF NEW JERSEY, COUNTY OF Ocean SS.:

I CERTIFY that on November 19, 2001, Ibrahim S. Abdullah 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 document; and
- (b) signed, sealed and delivered this document as his or her act and deed; and
- (c) if applicable, is a general partner of the partnership and signed and delivered this document as his or her act and deed as general partner on behalf of the partnership.
- (d) this person signed this proof to attest to the truth of these facts.


(Print name and title below signature)
Ibrahim S. Abdullah

Signed and sworn to before me on the
19th day of November, 2001.

~~STEPHEN E. SMITH~~
AN ATTORNEY AT LAW OF NJ

Record and return to: ~~ATTN:~~
~~New Jersey Department of Community Affairs~~
~~Division of Housing and Community Resources~~
~~101 South Broad Street~~
~~P. O. Box 806~~
~~Trenton, NJ 08625-0806~~

STEPHEN E. SMITH
ATTORNEY AT LAW
THE GIBERSON HOUSE
54 E. WATER STREET
TOMS RIVER, NEW JERSEY 08753-7639