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JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
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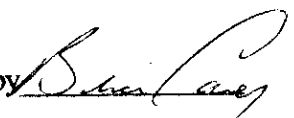
GLOUCESTER COUNTY RECORDING DATA PAGE

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RECORD & RETURN TO:

Economic Development
% Brian

GLOUCESTER COUNTY RECORDING DATA PAGE
JAMES N. HOGAN, COUNTY CLERK

Prepared by 

**GLOUCESTER COUNTY ECONOMIC DEVELOPMENT
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
HOMEBUYERS PROGRAM**

**DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR QUALIFICATIONS AS AFFORDABLE HOUSING**

THIS DEED OF EASEMENT AND RESTRICTIVE COVENANT shall run with land and is granted by **Nancy Broglin** (the "OWNER") their successors and assigns. As conditioned below, this Deed of Easement and Restrictive Covenant restricts occupancy of the described premises to very low income occupants for a specified period of time. This Deed of Easement and Restrictive Covenant is made in satisfaction of the requirement of the regulations enacted pursuant to the Cranston-Gonzalez National Affordable Housing Act (Tilt II, Pub L. 101-625, 42 U.S.C. 12701-12839), which are contained at 24 CFR Part 92, hereinafter called the "Act".

WHEREAS, The County pursuant to the Cranston-Gonzalez National Affordable Housing Act is required to place upon properties that have received HOME funds and appropriate means of enforcement ensuring that the unit created is reserved for very low and low income households as defined in the Act and that the units continue to be reserved for these households for a time period as set forth in paragraph two if this document; and

WHEREAS, the Owner has utilized an allocation of HOME funds for the acquisition of specific residential housing which make up a portion/the entire "Project," on the property located at

Tax map Lot No. **11,12,13,14,28,29** Block No **51**

Street Address: **623 Pitman Ave.** Municipality: **National Park**. County-Gloucester in State of New Jersey, which property is more specifically described in Schedule "A" and title to which has been recorded in favor of the Owner in the County Clerk of Register's Office of the County of Gloucester in Deed Book No. 3582 Page No. 199

A Project is described as a site or an entire building (including manufactured housing unit), or two or more buildings, together with the site or sites on which building or buildings is located, that are under common ownership, management, and financing and are to be assisted with HOME funds, under a commitment by the owner, as a single undertaking. The Project assisted with HOME funds is subject to restrictions on occupancy as described at Schedule B.

NOW THEREFORE, it is the intent of this Deed of Easement and Restrictive Covenant 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 Owner of the described premises and notify all future purchases of the property that the

property is encumbered with affordability controls as contained herein for the specified period of time.

1. This Deed of Easement and Restrictive Covenant is binding on the Owner and all successors in interests to the described premises and Project (or applicable portion of the Project) and shall run with the land until the end of the affordability control without regard to the term of any mortgage or other encumbrance upon the subject property and without regard to any transfer of ownership of the subject property. This Deed of Easement is incorporated into, and shall be recorded with, the Deed of Sale of the described premises.
2. The affordability control period which is also defined in the Mortgage shall be for the lifetime of the owner, beginning on the date the Project is accepted as completed by the County.
3. This Deed of Easement and Restrictive Covenant is given in satisfaction of the requirements of the Act, and the terms of this Deed of Easement and Restrictive Covenant shall be interpreted, conditioned and supplemented in accordance with regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Act or regulations are expressed or referenced herein. In the event of a conflict between the terms of this Deed of Easement and Restrictive Covenant and the Act or regulations, the Act and the regulations shall govern.
4. The Owner acknowledges that all of the terms, conditions, restrictions, limitations and provisions set forth are incorporated herein their entirety. Reference is made to that document for the definitions of various terms incorporated in this Deed of Easement and Restrictive Covenant.
5. The Deed of Easement and Restrictive Covenant shall constitute an agreement between the County and the Owner and is enforceable in the courts of the State of New Jersey by the County, its successors or assigns, or individuals whether prospective, present or former occupants of the Project said individual(s) being beneficiaries of the agreement which is expressed herein between the County and the Owner.
6. This Deed of Easement and Restrictive Covenant may be amended with prior written approval of the County to reflect changes in the Act and the regulations thereunder. No amendment to this Deed of Easement and Restrictive Covenant may be made without the prior written approval of the County. The Owner hereby expressly agrees to enter into all amendments hereto which, in the opinion of the County, are reasonably necessary or desirable for maintaining compliance with the Act.

Signatures: This Deed of Easement and Restrictive Covenant is granted by the undersigned whose duly authorized representative's signature appears below. If the undersigned is a corporation, its corporate seal is affixed.

Nancy A Broglie
OWNER

CO-OWNER

Witness or attested by:

Brian Camp
COUNTY REPRESENTATIVE

Certificate of Acknowledgement by Individual

Or Partnership

COUNTY OF GLOUCESTER

I CERTIFY that

On 25th April, 2002³

Nancy Broglin,
personally came before me, and acknowledged under oath, to my satisfaction, that this
person (or 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; and
- (D) this person signed this proof to attest to the truth of these facts.

Nancy A Broglin
OWNER

CO-OWNER

Nancy A. Broglin
Print Name and Title

Sworn and subscribed before me this

25 day of April, 2002³
Notary Public

Brian P. Carey

BRIAN P. CAREY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 25, 2007