

RESOLUTION #61-2023

AUTHORIZING AFFORDABILITY ASSISTANCE IN THE FORM OF A HOMEOWNER ASSISTANCE AGREEMENT WITH THE OWNER OF AN AFFORDABLE HOUSING UNIT LOCATED AT 510 N. BAY AVENUE, UNIT 305, BEACH HAVEN, NJ 08008

WHEREAS, the owner of 510 N. Bay Avenue, Unit 305, Beach Haven, NJ 08008, Block No. 167 Lot No. 1 which property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the property as an affordable housing has requested an Affordability Assistance Program loan from the Affordable Housing Trust Fund; and

WHEREAS, the Borough of Beach Haven is willing to extend a loan to the property owner toward the payment of a Special Assessment from the homeowner's association in the amount of \$3,514.98; and

WHEREAS, it is appropriate for the Borough of Beach Haven to enter into an agreement with the property owner setting forth the terms of the agreement at this time;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Borough of Beach Haven, County of Ocean, State of New Jersey, that:

1. The Mayor, Manager, Clerk and attorney are hereby authorized to execute a Homeownership Assistance Program Agreement with the owner of an Affordable Housing unit located at 510 N. Bay Avenue, Unit 305, Beach Haven, NJ 08008 Block No.167, Lot No. 1.
2. A copy of the fully executed Agreement shall be kept on file with the Clerk. The original shall be kept in the unit file by the Administrative Agent.

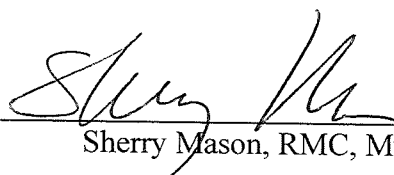
CERTIFICATION

I, Sherry Mason, RMC, Municipal Clerk of the Borough of Beach Haven, do hereby certify that the foregoing resolution was duly adopted by the Municipal Council of the Borough of Beach Haven at a regular meeting held on the 23rd day of February, 2023, a quorum being present and voting in the majority.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of February, 2023.

APPROVED: _____

2/23/23



Sherry Mason, RMC, Municipal Clerk

HOMEOWNERSHIP ASSISTANCE AGREEMENT

Borough of Beach Haven Borough

THIS AGREEMENT made on the 23rd day of February, 20 23 is between Connor G. McGlynn (hereafter "Owner") whose address is 510 N. Bay Avenue Unit 305 Beach Haven Borough, NJ 08008 and Beach Haven Borough, with offices at 300 Engleside Avenue Beach Haven Borough, NJ 08008 (hereafter "Municipality"):

WHEREAS, Owner resides in property located at 510 N. Bay Avenue Unit 305 Beach Haven Borough, NJ 08008, described more specifically as Block No. 167 Lot No. 1, located in the Victoria Rose development (hereafter "Property"); and

WHEREAS, the Property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the Property as an Affordable Housing Unit which, among other restrictions, restricts the Owner in financing the Property or otherwise encumbering the Property by way of mortgage, home equity loan, or other forms of financing; and

WHEREAS, the Municipality is willing to extend a loan to Owner in the amount of \$3,514.98; and

WHEREAS, the Owner will sign a mortgage and mortgage note on the Property in the principal amount of \$3,514.98 and the Mortgage will be recorded against the Property; and

WHEREAS, the parties wish to memorialize the agreement between them by way of this Homeownership Assistance Agreement (hereinafter "Agreement");

NOW THEREFORE IT IS AGREED on this 23rd day of February, 2023 by and between the parties as follows:

1. Owner acknowledges that s/he is aware, and herein reaffirms their understanding, that the Property is and will continue to be governed by the Affordable Housing rules, regulations and restrictions because it is an Affordable Housing unit under the control of the Municipality.
2. Owner understands at the time of purchase that the restrictions on the Property, which state that s/he cannot make application for any second money mortgages or refinance any first money mortgages as it may apply to the Affordable Housing unit in excess of the maximum restricted mortgage amount and not until prior written approval has been obtained from the Administrative Agent.
3. Owner acknowledges that the Deed that was signed by the Owner at closing contains the recorded restrictions that govern the Property, which provide that "Upon the occurrence of a

breach of any Covenants by the Owner, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.”

4. Owner acknowledges that there will be a tertiary loan placed on the unit recorded after this Homeownership Assistance mortgage, which applies the affordability control deed restriction pursuant to the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 *et seq.*).
5. Owner acknowledges that the Municipality, pursuant to its Affordable Housing regulations, has the right to foreclose on the Property as a result of any violation of the deed restrictions pertaining to the Property by the Owner and, if successful, the Municipality can retain all equity in the Property.
6. The Municipality agrees to extend a loan of \$3,514.98 to the Owner for the exclusive use of retaining stable finances of the affordable property.
7. The terms of the loan shall be a deferred payment, no-interest, forgivable loan. If the property is sold prior to the fifth anniversary of this Agreement, the loan becomes due upon closing. After the fifth year, the loan shall be forgiven by 20% each year, up to year 10. After year 10, the loan will be completely forgiven.
8. In the event that Owner fails to make any and all necessary payments required by the within Agreement or otherwise breaches the terms of this Agreement, the Municipality shall have the right to immediately file a lawsuit, or pursue any other rights that it may have, to remedy the breach and otherwise enforce the Affordable Housing statutes, ordinances, rules and regulations.
9. In the event that Owner fails to make any and all payments when due, the Municipality shall be entitled to accelerate the repayment obligation to make the full amount immediately due (plus interest, if applicable).
10. This Agreement shall be construed in accordance with the laws of the State of New Jersey.
11. This Agreement constitutes the entire Agreement between the parties. No amendments or modifications to this Agreement shall have any force or effect unless in writing and executed by both parties.
12. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
13. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have signed and executed this Agreement as of the date indicated above.

Attest:

Municipality

Sherry Mason

Attest:

Owner

[Signature]

[Signature]

STATE OF NEW JERSEY:

SS

COUNTY OF Ocean:

I CERTIFY that on February 28th, 20 23, Connor McGlynn personally came before me and acknowledged under oath, to my satisfaction, that he/she:

- (a) was the maker of the attached instrument; and,
- (b) executed this instrument as his or her own act.

Signed and sworn to before me on

February 28th, 20 23

[Signature] May Clare Bunce
Notary Public Signature

Notary Public of State of New Jersey

My Commission Expires 01/27, 20 27

STATE OF NEW JERSEY:

SS

COUNTY OF Ocean:

I CERTIFY that on February 28th, 20 23, Sherry Mason personally came before me and acknowledged under oath, to my satisfaction, that he/she:

- (a) s/he is the Municipal Clerk of Borough of Beach Haven, the municipal corporation named in this document;
- (b) s/he is the attesting witness to the signing of this document by Nancy Taggart Davis, (title) Mayor of Beach Haven (municipality) Borough;
- (c) this document was signed and delivered by Beach Haven Borough (municipality) Council as its voluntary act duly authorized by a proper resolution of the Municipality (Council or Committee);
- (d) s/he knows the proper seal of the Borough of Beach Haven which was affixed to this document; and
- (e) s/he signed this proof to attest to the truth of these facts. Signed and sworn to before me

On _____, 20____

[Signature]
May Clare Bunce
exp: 01/27/27