

Make for 1999 22.02/26

Prepared by:

T Miller

Thomas C. Miller

Record and Return To:
Fallone Properties LLC
1117 Route 31 S. Suite 1
Lebanon, NJ 08833

DEED

25

This Deed is made on *June 2*, 1998.

BETWEEN

Fallone at Highland Ridge, L.L.C.

A New Jersey Limited Liability Company

whose address is 1117 Route #31 South, Suite #1, Lebanon, New Jersey, 08833, referred to as the Grantor,

AND

Highland Ridge Homeowners' Association, Inc.

whose address is about to be 1117 Route #31 South, Suite #1, Lebanon, New Jersey, 08833, 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 One (\$1.00) Dollars. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Union Township Block No. 22.02 Lot No. 26
() No property tax identification is available on the date of this deed. (Check box if applicable.)

Property. This property consists of the land and all the buildings and structures on the land in the Township of Union, County of Hunterdon and State of New Jersey. The legal description is:

Being known and designated as Lot No. 26 in Block 22.01 as shown on a map entitled "Final Plat for Highland Ridge", prepared by Brokaw De Riso Associates, Inc., dated April 25, 1996, and filed in the Office of the Clerk of Hunterdon County on July 15th, 1997, as Map No. 1258.

Being also known as Lot 26 in Block 22.01 as shown on the Tax Map of the Township of Union.

Being a part of the same premises conveyed to the Grantor herein by Deed of Anthony J. Colorafi and Barbara Colorafi, husband and wife, dated July 29, 1997, which deed was recorded on July 31, 1997, in Deed Book 1170 at page 811 et seq. in the Office of the Clerk of Hunterdon County.

COUNTY OF HUNTERDON
CONSIDERATION 1.00
REALTY TRANSFER FEE
DATE 8/6/98 BY 8583

108427

22.02/26

This conveyance shall be subject to the following covenants and conditions which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

(a) The Association shall have a perpetual exclusive easement for the existence, continuance and maintenance of any Common Areas or of any improvements owned by it which presently or may hereafter encroach upon a Lot as result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of such improvements or Common Elements; and

(b) The Association, its Board of Trustees, manager, or managing agent, shall have the perpetual and non-exclusive right of access to each Lot to perform any operations required in connection with the maintenance repairs or replacement to the Common Areas of any equipment, facilities or fixtures affecting or serving other Lot(s) or the Common Areas, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Lot Owner. In case of an emergency, such right of entry shall be immediate, whether the Lot 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 Lot, its officers, agents and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Common Areas or any part thereof to inspect the condition and repair of the Common Areas and lands shown on Exhibit "A" attached to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Highland Ridge recorded in Book 1187 at page 693 et seq., or any Lot 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 of unobstructed ingress and egress in, upon, over, across and through the Common Areas, as shown on said Exhibit "A" to the Township of Union, the Association, their respective officers, agents and employees (but not the public in general) and 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 Lot which the Lot Owner has failed to perform), and for repair and maintenance of the Common Areas, shown in said Exhibit "A". Except in the event of emergencies, the rights accompanying the easements, provided for in this subparagraph shall be exercised only during reasonable hours and then, whenever practicable, only after advance notice to and with permission of the Lot Owner(s) directly affected thereby. In order to preserve and enhance the property value and amenities of the Project, the Common Areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance of the common areas shall also be in accordance with all applicable provisions of the Union Township ordinances and the Uniform Construction Code.

Subject to easements, restrictions and reservations of record, if any.

No further subdivision or development of any nature will be allowed or permitted on this open space area.

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:

Fallone at Highland Ridge
A Limited Liability Company

Mary M. Brunt

By *[Signature]*
John A. Fallone, Manager

RECORDED

AUG 6 12 16 PM '98

STATE OF NEW JERSEY, COUNTY OF HUNTERDON

ss:

HUNTERDON COUNTY
DORTHY K. TIRPOK
CLERK

I certify that on June 7, 1998, John A. Fallone personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached deed;
- (b) executed this deed as his or her own act; and
- (c) made this Deed for \$1.00 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.)

[Handwritten signature and scribbles]

Mary M. Brunt
A Notary Public of New Jersey

MARY M. BRUNT
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 28, 1999

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR
EXEMPTION
(c. 49, P.L. 1968)

or
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

BOOK 1192 PAGE 0881

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF Hunterdon

SS.

FOR RECORDER'S USE ONLY	
Consideration \$ <u>1.00</u>	
Realty Transfer Fee \$ <u>E</u>	
Date <u>8/10/98</u>	By <u>ASB</u>

* Use symbol "E" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions # 3, 4 and 5 on reverse side.)

Deponent John A. Fallone, being duly sworn according to law upon his/her oath

deposes and says that he/she is the Manager of Fallone at Highland Ridge, L.L.C., Grantor in a deed dated June 7, 1998

transferring real property identified as Block No. 22.02 Lot No. 26

located at vacant land located in the Township of Union, Hunterdon County, New Jersey

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 \$ 1.00

(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 HUD 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.
 - Not previously occupied.

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.

Subscribed and sworn to before me this 15th day of June, 1998

Mary M. Brunt
A Notary Public of New Jersey

MARY M. BRUNT

NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES AUGUST 28, 1999

John A. Fallone
Name of Deponent (sign above line)
John A. Fallone

1117 Rt #31 South, Suite 1
Lebanon, NJ 08833
Address of Deponent

Fallone at Highland Ridge, LLC
Name of Grantor (type above line)

1117 Rt #31 South, Suite 1
Lebanon, NJ 08833
Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.	
Instrument Number <u>108427</u>	County <u>Hunterdon</u>
Deed Number <u>108427</u>	Book <u>1192</u> Page <u>0881</u>
Deed Dated <u>6/1/98</u>	Date Recorded <u>8/10/98</u>

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This format is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

ORIGINAL - To be retained by County.

DUPLICATE - To be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 8.12)

TRIPLICATE - Is your file copy.

END OF DOCUMENT

ORIGINAL AND COPY MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER