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NORTH COUNTY, NJ

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## DECLARATION OF COVENANTS AND RESTRICTIONS

**THIS DECLARATION OF COVENANTS AND RESTRICTIONS** ("DECLARATION") is made on this 3rd day of NOVEMBER 2014 and published by, BEVERLY J HEMMER under the laws of the State of New Jersey.

WHEREAS, BEVERLY J HEMMER ("HOMEOWNER(S)"), residing at 102 HIGHLAND AVENUE NEPTUNE New Jersey 07753 ("PROPERTY") is the owner of certain real property located in the Township of NEPTUNE County of MONMOUTH State of New Jersey, designated as Block(s) 435 Lot(s) 16 and

WHEREAS, HOMEOWNER has signed a Reconstruction, Rehabilitation, Elevation and Mitigation ("RREM") Grant Agreement with the State of New Jersey, which provides for a RREM Grant Award funded by Community Development Block Grant Disaster Recovery ("CDBG-DR") monies; and

WHEREAS, HOMEOWNER has agreed to the imposition of certain covenants and restrictions as required in order to receive the RREM Grant Award.

**NOW, THEREFORE**, for and in consideration of the RREM Grant Agreement with the State of New Jersey in the amount of \$150,000.00, the receipt and sufficiency of which is hereby acknowledged, HOMEOWNER does hereby make, declare and publish the following covenants and restrictions, all of which shall be covenants running with the Property, and the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth until released as set forth herein:

- 1) In order to receive Federal grant funds, the Department of Housing and Urban Development, (HUD), requires that pursuant to National Flood Insurance Program (NFIP) regulations contained in 44 C.F.R. § 59.22 and § 60.3, all new construction and substantial improvements of residential structures must be elevated to one foot above base flood level or higher according to local ordinances, within one (1) year from the date of the grant award, unless granted an extension by the RREM Program, in writing. HOMEOWNER or their heirs, grantees, successors, assigns, and licensees shall elevate, as set forth herein, the housing structure located on the Property within the aforementioned time period.
- 2) Failure of HOMEOWNER to elevate, if necessary, the structure according to the terms of this agreement shall result in HOMEOWNER, and/or their successor in interest, being required to return the funds awarded to HOMEOWNER in the Grant Agreement with the State of New Jersey.
- 3) HOMEOWNER further agrees to follow all of the rules and regulations for CDBG-DR monies as identified in the New Jersey Department of Community Affairs Community Development Block Grant Disaster Recovery Action Plan when undertaking construction with federal grant funds. These requirements include using contractors who are not debarred or suspended, complying with the Americans with Disabilities Act, complying with federal equal opportunity and non-discrimination prohibitions, using minority and women owned businesses (to the extent practical), complying with federal environmental and lead-based paint regulations, complying with the United States Environmental Protection Agency's Energy Star program (to the extent practical), and complying with any other federal requirements applicable to the work being performed under the RREM Grant Award.
- 4) The State of New Jersey will file and record this Declaration in the County Recorder's office for the County in which the Property is located for all applicants and who have not yet met the occupancy and elevation (as

## DECLARATION OF COVENANTS AND RESTRICTIONS

required) terms of the Grant Agreement. The State of New Jersey reserves the right to file it for all other applicants.

- 5) This Declaration imposes no other obligations or restrictions upon the HOMEOWNER, their heirs, grantees, successors, assigns, licensees, and any party claiming under HOMEOWNER from utilizing the Property in such lawful manner as they may deem desirable with the exception of the terms and conditions contained herein.
- 6) In the event that the home is not elevated within the time period as described above, HOMEOWNER may request a hearing within thirty (30) days of the expiration date of the compliance period. If the HOMEOWNER is unsuccessful at the hearing or fails to request a hearing within the thirty (30) day time period, the State of New Jersey, pursuant to N.J.S.A. 2A:58-10, will record a judgment against the Property for the full amount of the grant herein.
- 7) In addition to the above, in the event of noncompliance with the terms and conditions herein, the State of New Jersey may avail itself of any and all legal remedies to enforce the within terms and conditions.
- 8) This Declaration will be released once all funds awarded in accordance with the Grant Agreement are expended; the home has met all Program construction requirements as evidenced by a certificate of occupancy and final inspection; and the home is elevated in accordance with this Declaration of Covenants and Restrictions.

This Declaration shall be binding upon HOMEOWNER, their grantees, heirs, and assigns.

IN WITNESS WHEREOF, HOMEOWNER has duly executed this Declaration as of the date first above written.

WITNESS:

HOMEOWNER SIGNATURE

HOMEOWNER FULL NAME (PRINT)

HOMEOWNER SIGNATURE

HOMEOWNER FULL NAME (PRINT)

STATE OF NEW JERSEY

COUNTY OF

I CERTIFY that on the 3 day of November, 2014, BEVERLY J HEMMER, personally came before me, and this person(s) acknowledged under oath, to my satisfaction, that: he/she is named in and personally signed this document; and he/she signed, sealed, and delivered this document as his/her act and deed.

**MARY K. DONNELLY**  
Notary Public State of New Jersey  
My Commission Expires 6/25/2018