EXHIBIT D

to

DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE VILLAGE GRANDE AT ENGLISH MILL

By-Laws of
The Village Grande at English Mill
Homeowners Association, Inc.

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BY-LAWS

OF

THE VILLAGE GRANDE AT ENGLISH MILL HOMEOWNERS ASSOCIATION, INC.

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FOR

BY-LAWS OF THE VILLAGE GRANDE AT ENGLISH MILL HOMEOWNERS ASSOCIATION, INC.

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BY-LAWS

OF

THE VILLAGE GRANDE AT ENGLISH MILL HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NATURE OF BY-LAWS

1.01. Purpose. These By-Laws are intended to govern the administration of The Village Grande at English Mill Homeowners Association, Inc. (the "Association"), a non-profit corporation organized under Title 15A of the New Jersey Statutes Annotated, and provide for the management, administration, utilization and maintenance of the Property described in the Declaration for The Village Grande at English Mill (the "Declaration"), and any amendments or supplements thereto.

1.02. Definitions. Unless the context clearly indicates otherwise, all definitions set forth in the Declaration for The Village Grande at English Mill are incorporated herein by reference.

1.03. Fiscal Year. The fiscal year of the corporation shall be determined by the Board of Trustees.

1.04. Principal Office. The principal office of the corporation is initially located at 20 Gibson Place, Freehold, New Jersey 07728.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.01. Members. Every person, firm, association, corporation or other legal entity, including the Developer, who is a record Owner or Co-Owner of the fee simple title to any Home shall be a Member of the Association; provided, however, that any person, firm, association, corporation, or legal entity who holds such title or interest to a Home merely as a security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a Member of the Association. Despite anything to the contrary in the preceding, the Developer shall have one (1) membership in the Association for each contemplated Home which has not

been conveyed to an individual purchaser, not to exceed the number of Homes approved by the municipality.

2.02. Member in Good Standing. A Member shall be deemed to be in good standing for voting purposes, as well as any related requirement as may be established by the Board of Trustees, if, at least thirty (30) days prior to the date fixed for such meeting, he has fully paid all installments due for assessments made or levied against him and his Home by the Board of Trustees as hereinafter provided, together with all interest, costs, attorney's fees penalties and other expenses, if any, properly chargeable to him and to his Home. Any date set forth in these By-Laws for determining good standing for voting purposes, as well as any related requirement which may be established by the Board of Trustees, shall be deemed supplemental to, and not in derogation of, the record date provisions of N.J.S.A. 15A:5-7.

2.03. Associate Members. Every person who is entitled to possession and occupancy of a Home as a tenant or lessee of a Owner pursuant to Article X of the Declaration may be an Associate Member of the Association, but shall not be entitled to any vote with respect to Association matters.

2.04. Change of Membership. Change of membership shall be accomplished by recording in the Office of the Atlantic County Clerk a deed or other instrument establishing a record title to a Home, and delivery to the Secretary of the Association of a certified copy of such instrument, together with such sums of money as are required for the payment of any initiation fee, contribution to capital or escrow deposit. The membership of the prior Owner shall be thereby terminated.

2.05. Rights of Membership. Every person who is entitled to membership in the Association and permanently resides in a Home, pursuant to the provisions of the Certificate of Incorporation and these By-Laws, including any Associate Member, shall be privileged to use and enjoy the Common Property, subject to the right of the Association to:

(a) Promulgate, adopt and enforce rules and regulations governing such use and enjoyment; and

(b) Suspend the use and enjoyment of the Common Property as provided in Section 2.06; and

(c) Transfer, grant or obtain easements, licenses and other property rights with respect to the Common Property as provided in Section 6.01(k) of Article VI hereof.

2.06. Suspension of Rights. The membership and voting rights of any member may be suspended by the Board of Trustees for any period during which any assessment against the Home to which his membership is appurtenant remains unpaid; but upon payment of such assessments, and any interest accrued thereon, and any costs associated with the collection thereof, including reasonable attorneys' fees, by cash, money order, or certified or collected funds, his rights and privileges shall be immediately and automatically restored. Section 2.02 hereof shall govern the restoration of voting rights. Further, if rule and regulations governing the use of the Common Property or Homes, or the conduct of persons in the Community thereon have been adopted and published, as authorized in these By-Laws, the rights and privileges of any person in violation thereof or in violation of any non-monetary covenant of the Declaration may be suspended at the discretion of the Board of Trustees for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated. No such action shall be taken by the Board of Trustees until the Owner is afforded an opportunity for a hearing consistent with the principles of due process of law.

2.07. Association Initiation Fee. Each Owner, excluding Developer, shall pay to the Association upon acquisition of title to his Home a nonrefundable and nontransferable Association initiation fee of not more than $350.00, which will be available to the Association for (i) the off-set of cash flow or budget deficits, (ii) payment of operating expenses, (iii) operating contingency reserves, (iii) repair and replacement and/or deferred maintenance reserve, (iv) working capital reserve, and/or (v) any other lawful

purposes(s) permitted by the Governing Documents. If imposed, payment of such sum shall be a condition precedent to exercise rights of membership in the Association upon the initial sale or a subsequent transfer of title to a Home. Any unpaid initiation fee shall be deemed a lien on the Home in the same manner as any unpaid Common Expenses attributable to such Home.

2.08. Contribution to Working Capital. Each Owner, excluding Developer, shall pay to the Association upon acquisition of title to his Home a nonrefundable and nontransferable contribution to the working capital of the Association in an amount of $550.00 at the time of the acquisition, which will be available to the Association for (i) the off-set of cash flow or budget deficits, (ii) payment of operating expenses, (iii) operating contingency reserves, (iii) repair and replacement and/or deferred maintenance reserve, (iv) working capital reserve, and/or (v) any other lawful purposes(s) permitted by the Governing Documents. Payment of such sum shall be a condition precedent to the exercise of rights of membership in the Association upon the initial sale or a subsequent transfer of title to a Home. Any unpaid working capital contribution shall be deemed a lien on the Home in the same manner as any unpaid Common Expenses attributable to such Home.

2.09. Votes. Each Owner shall be entitled to such vote(s) for each Home to which he holds title as is provided in Article V, Section 5.01 of the Declaration. When more than one person holds title, the vote(s) for each Home shall be exercised as the Co-Owners themselves determine. When one or more Co-Owners signs a proxy or purports to vote for his or her Co-Owners, such vote(s) shall be counted unless one or more of the other Co-Owners is present and objects to such vote(s); or, if not present, submits a proxy or objects in a writing delivered to the Secretary of the Association before the vote(s) is counted. If Co-Owners disagree as to the vote(s), the vote shall be split equally among the Co-Owners.

ARTICLE III

MEETINGS OF OWNERS

3.01. Place of Meetings. All meetings of the Members of the Association shall be held at the Community or at such other place convenient to the members as may be designated by the Board of Trustees.

3.02. Annual Meetings. All annual meetings of the Association shall be held on the day and month of the year to be established by the Board of Trustees, except that the first such annual meeting shall be held not more than thirteen (13) months following the incorporation of the Association. The election of Trustees shall take place at each annual meeting subsequent to the Transition Elections held in accordance with Section 4.03. If the election of Trustees is not held at the annual meeting or any adjournment of such meeting, the Board of Trustees shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting, the Owners may elect the Trustees and transact other business with the same force and effect as at an annual meeting duly called and held. All proxies validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or special meeting, and new proxies may be received for any such subsequent meeting.

3.03. Special Meetings. Following the Transition Elections, special meetings of Owners may be called by the President whenever he deems such a meeting advisable, or shall be called by the Secretary upon the order of the Board of Trustees or upon the written request of Members representing not less than twenty-five (25%) percent of all the votes entitled to be cast at such meeting. Such request shall state the purpose(s) of such meeting and the matter(s) proposed to be acted upon. Unless Owners representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Owners held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board of Trustees.

3.04. Notice of Meeting. Except as otherwise provided by law and Section 4.03 herein with respect to transition elections, law or these By-Laws, notice of each meeting of Owners, whether annual or special, shall be given not less than ten (10) days, nor more than ninety (90) days before the day on which the meeting is to be held, to each Owner at his last known address, by delivering a written or printed notice to each Owner, or by mailing such notice, postage prepaid. Every such notice shall state the time, place, and purpose of the meeting. Notice of any meeting of Owners shall not be required to have been sent to any Owners who shall attend such meeting in person or by proxy. Notice of any adjourned meeting of the Owners shall no be required to be given except when expressly required by law. Except as otherwise expressly required by law, no publication of any notice of a meeting of Owners shall be required.

3.05. Quorum and Adjourned Meetings. At such meeting of the Association, persons (including Developer or its representatives) holding twenty-five (25%) percent of the authorized votes present, in person or by proxy, shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum, the person holding votes present in person or by proxy and entitled to vote, may, by majority vote, adjourn the meeting from time to time, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting originally called.

3.06. Organization. At each meeting of the Association, the President, or, in his absence, the Vice President, or in the absence of both of them, a person chosen by a majority vote of the Members in Good Standing present in person or represented by proxy, shall act as a chairperson, and the Secretary, or in his absence, a person whom the chairperson shall appoint, shall act as Secretary of the meeting.

3.07. Voting On Questions. Only Owners who are Members in Good Standing shall be entitled to vote on questions. A majority of votes present in person or by proxy at any duly constituted meeting of the membership shall

be sufficient on those questions submitted to a vote of the membership. The vote on any question need not be taken by ballot, unless (i) the chairperson of the meeting determines a ballot to be advisable, or (ii) a majority of the votes present at the meeting determine that the vote on the question submitted shall be taken by ballot.

3.08. Voting in Elections of Trustees. Only Owners who are Members in Good Standing shall be entitled to vote in elections of Trustees. The election of Trustees shall be conducted by written ballot, and the Owner(s) of each Home present in person or by proxy shall be entitled to one vote for each Home to which he holds title. If, at any meeting at which an election is held, more than twice the number of candidates to be elected are nominated, there shall be two ballots cast. At the end of the tabulation of the first ballot, the field of nominees shall be reduced so that there are twice as many candidates as there are positions to be filled, with the remaining candidates receiving the fewest votes being eliminated from the ensuing ballot. A second ballot shall be held, and on the second ballot, the persons receiving the plurality of votes will be deemed to be elected in order to fill the vacant positions. If there are not more than twice the number of nominees for the number of positions to be filled, there shall be one ballot, with the persons receiving the highest numbers of votes being elected in order to fill the vacancies on the Board. If ever applicable, candidates polling the highest numbers of votes will be considered elected for the longest period of years. Election of Trustees at all meetings shall be in accordance with this Section 3.08.

3.09. Ballot by Mail. The Board, in lieu of calling a membership meeting, may submit any question or election other than a Transition Election to a vote of the membership by a ballot by mail. No ballot by mail shall be valid or tabulated unless the signature of the Owner(s) submitting the ballot has been verified on the ballot according to procedures adopted by the Board of Trustees, if any. The Board shall appoint judges to tabulate the ballot, whose report shall be included in the minute book. In order to conduct a ballot by mail for a question submitted to a vote of the membership, the Board

of Trustees shall serve a notice upon all Members in Good Standing which shall (i) state with specificity in terms of motion(s) the question(s) upon which the vote is to be taken; (ii) state the date by which ballots must be received in order to be counted; (iii) provide an official ballot for the purposes of the vote; and (iv) state the date upon which the action contemplated by the motion(s) shall be effective, which date shall be not less than ten (10) days after the date ballots must be received. No actions contemplated by a motion or question submitted to a ballot by mail shall be taken unless that number of Members in Good Standing that would constitute a quorum under the provisions of Section 3.05 herein submit ballots and a majority of the ballots cast approve such motion or question.

In order to conduct a ballot by mail for an election of Trustees, the Board shall serve a notice upon all Members which shall (i) provide an official ballot for the purposes of the election; and (ii) state the date by which the ballot must be received to be counted.

3.10. Proxies. Proxy ballots shall be permitted with respect to (i) all elections of Trustees, (ii) all amendments to the Certificate of Incorporation, the Declaration or these By-Laws, (iii) or any other matter which properly comes before a meeting of the membership of the Association. Each proxy shall be in writing, signed by the individual Owners (or in the case of joint owners by any one of them), or by his or their duly authorized representative(s) and delivered to the Secretary of the Association, or such other person as the President may designate, at least 24 hours prior to the commencement of the meeting at which ballots are to be cast. Proxies may be revoked at any time prior to the opening of the polls, and no proxy shall be voted on after eleven (11) months from its date unless the proxy provides for a longer period, not to exceed three (3) years from the date of execution. All proxies shall be substantially in the form prescribed by the Board of Trustees, and if not in such form, shall be deemed invalid, which determination shall be made in the sole and absolute discretion of the Board of Trustees.

3.11. Judges. If at any meeting of the Owners a vote by ballot shall be taken, the chairperson of such meeting shall appoint two (2) persons to act as Judges with respect to the ballots. Each Judge so appointed shall first subscribe an oath to execute faithfully the duties of a Judge with strict impartiality and according to the best of his ability. Such Judges shall decide upon the qualifications of voters, shall report the number of votes represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and when the voting is completed, shall ascertain and report the number of votes respectively for and against the questions; but, as to the election of Trustees, the number of votes received by each candidate need not be reported. Reports of Judges shall be in writing and subscribed and delivered by them to the Secretary of the meeting. The Judges need not be Members of the Association, and any officer or Trustee of the Association may be a Judge on any question other than a vote for or against his election to any position with the Association or any other question in which he may be directly interested.

3.12. Order of Business. The order of business at the annual meeting of the Owners or at any special meetings insofar as practicable shall be:

(a) Calling of the roll and certifying the proxies.

(b) Proof of notice of meeting and waiver of notice.

(c) Reading and disposal of any unapproved minutes.

(d) Appointment of Judges of Election, if appropriate.

(e) Election of Trustees, if appropriate.

(f) Receiving reports of officers.

(g) Receiving reports of committees.

(h) Old business.

(i) New business.

(j) Adjournment.

ARTICLE IV

BOARD OF TRUSTEES

4.01. Qualifications. The following criteria shall be qualifications for nomination, appointment or election to a Trusteeship:

(a) Member in Good Standing: Membership in good standing and ownership of a Home shall be a qualification for nomination, appointment, election or service as a Trustee, and for continued service on the Board, excluding any Trustee representing the Developer.

(b) Representation: Partnerships, corporations, limited liability companies or fiduciaries holding memberships in good standing may designate individuals to be eligible for nomination, appointment or election as Trustees in accordance with the following qualifications:

(i) Partnership designees shall be members, employees or agents of the partnership;

(ii) Corporate designees shall be officers, stockholders, employees or agents of the corporation;

(iii) Limited liability company designees shall be members or managers of the limited liability company; and

(iv) Fiduciary designees shall be fiduciaries, officers, or employees of the fiduciary.

Co-Owners holding a membership in good standing may designate any one of them, but only one of them, to be eligible for nomination, appointment or election as a Trustee; however, in the case of any disagreement, the express consent of a majority of such Co-Owners shall be required for any one of them to be eligible.

(c) Disqualification of Trustees. Any Trustee whose membership in the Association is not in good standing for thirty (30) consecutive days shall automatically

be disqualified as a Director upon expiration of said thirty (30) day period and a replacement shall be appointed by the Board of Trustees within thirty (30) days thereafter to serve the remainder of the term as contemplated by Section 4.06 hereof.

Despite the aforesaid, any Trustee who conveys title to his Home and no longer holds title to any other Home is automatically disqualified as a Trustee effective on the date of said conveyance.

4.02. Number. The Board of Trustees shall initially consist of three (3) Trustees (Trustees "A", "B" and "C"). Upon the initial conveyance of one hundred (100) Homes (i.e. 25% of the total number of proposed Homes), the Board shall be expanded to five (5) Trustees, designated Trustees "A", "B", "C", "D", and "E".

4.03. Transition Elections. Within thirty (30) days after the initial conveyances by the Developer of one hundred (100) Homes (i.e. 25% of the total number of proposed Homes), the President shall call a special meeting of the Membership of the Association for the purpose of holding the first election of Owners to the Board of Trustees ("Transition Election"). At this special meeting, Owners other than Developer shall be entitled to vote for and elect Trustees A and B from among such Owners in accordance with the provisions of Article III of these By-Laws, and the Developer shall be entitled to appoint Trustees C, D and E.

Within thirty (30) days after the initial conveyance by the Developer of two hundred ninety-eight (298) Homes (i.e. 75% of the total number of proposed Homes), the President shall again call a special meeting of the Membership of the Association for the purpose of holding a Second Transition Election. At this special meeting, Owners other than the Developer shall be entitled to vote for and elect Trustees C and D from among such Owners in accordance with the provisions of Article III of these By-Laws and the Developer shall be entitled to appoint Trustee E for so long as any Home remains unsold in the ordinary course of its business.

Within thirty (30) days after all Homes have been initially conveyed, the President shall again call a special meeting for the third Transition Election at which Owners other than the Developer shall be entitled to vote for and elect Trustee E from among such Owners in accordance with the provisions of Article III hereof; provided that the Developer shall be entitled in its discretion to relinquish Trusteeship E at the time of the second Transition Election or any time thereafter prior to the conveyance of the last Home.

In spite of the foregoing, if ten (10) years after the conveyance of the first Home, Owners other than the Developer still own less than 298 Homes, Owners other than the Developer may elect Trustees sufficient to assume control of the Board provided that the Owners other than the Developer agree by majority vote to assume such control as provided by N.J.A.C. 5:26-8.4(d).

Further, only Owners who are Members in Good Standing shall be eligible to be nominated, elected, or to serve on the Board of Trustees, except that in the case of Owners which are partnerships, corporations, limited liability companies or fiduciaries, including Developer, a designee shall be eligible if the Owner is a Member in Good Standing.

Notice of the special meetings called pursuant to this Section for the purpose of holding Transition Elections shall be given not less than twenty (20) nor more than thirty (30) days prior to the date of the meeting.

Regardless of whether or not administrative control of the Board of Trustees has been surrendered to the Owners, as improvements to the Common Property are completed, the Developer shall cause same to be turned over to the Association at which time the Association shall assume responsibility for the repair and maintenance of same. The satisfactory completion of such improvements shall be evidenced by a certificate signed by an independent architect or engineer selected by the Board of Trustees. This will in no way relieve the Developer of its warranty obligations pursuant to N.J.S.A. 46:3B-1 et seq.

4.04. Term of Office. Developer-appointed Trustees A and B shall serve until their successors have been qualified and elected at the Transition Election. Trustees A and B elected at the First Transition Election shall serve terms expiring at the annual meeting of the membership held in the second calendar year following the year in which the Transition Election is held. Trustees C, D and E shall serve a term expiring at the annual meeting held in the calendar year following the year in which the current term of Trustees A and B expires. Thereafter, all Trustees shall serve for two year terms.

It is the purpose and intent hereof that subsequent to the Second and Third Transition Elections, whichever is applicable, the terms of Trustees A and B shall expire in alternate years to the terms of Trustees C, D and E.

4.05. Removal of Members of the Board of Trustees. At any duly held and constituted regular or special meeting of the Owners, any one or more Trustees may be removed with or without cause by vote of the majority of the Owners present, provided that the notice of the meeting expressly includes this item. A successor may then and there be appointed by a majority of the remaining Owner-elected Trustees to fill the vacancy thus created. Each person so appointed shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor is duly elected and qualified. Any Trustee whose removal has been proposed shall be given an opportunity to be heard at the meeting. The failure of any Trustee to be a Member in Good Standing for a period of thirty (30) days or more shall be grounds for removal without any vote of the Members. An Owner-elected Trustee cannot be removed except by a majority vote of the Owners present other than the Developer. In the event that all of the Trustees are removed, successors shall be elected by the Owners other than the Developer in the manner set forth in Section 4.03 to fill the vacancies thus created. This section shall not apply to any Trustee appointed by the Developer.

4.06. Vacancies. Vacancies on the Board of Trustees caused by any reason other than the removal of a Trustee by a vote of the Owners shall be filled by a vote of a majority of the remaining Trustees, including the

Developer's appointees, at a special meeting of the Board of Trustees held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor shall have been duly elected and qualified. Despite the foregoing, until the First Transition Election, the Developer shall have the right to fill all vacancies on the Board of Trustees by appointment. Owner-elected vacancies on the Board of Trustees shall only be filled by Owners other than the Developer, whether same are appointed pursuant to the provisions herein, or elected pursuant to the provisions of Section 4.05.

ARTICLE V

TRANSACTION OF BUSINESS BY THE BOARD OF TRUSTEES

5.01. Express and Implied Powers and Duties. The property, affairs and business of the Association shall be managed by the Board of Trustees, which shall have all those powers granted to it by the Certificate of Incorporation, the Declaration, these By-Laws, and by law.

5.02. Developer's Protective Provisions. After control of the Board of Trustees has become vested in Trustees elected by Members other than the Developer, and so long as the Developer owns at least one (1) Home and holds same for sale in the ordinary course of business, the following shall apply:

(a) Neither the Association nor its Board of Trustees shall take any action that will impair or adversely affect the rights of the Developer or cause the Developer to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Homes, or the assessment of the Developer for capital improvements.

(b) The Association and its Board of Trustees shall continue the same level of maintenance, operation and

services as provided immediately prior to the assumption of control of the Association and the Board of Trustees by Members other than the Developer.

(c) In furtherance of the foregoing provisions, the Developer shall have the right to veto any and all actions of the Association or the Board of Trustees which may have any direct or indirect detrimental impact upon the Developer as may be determined in the sole discretion of the Developer.

(d) The Developer shall exercise its veto right, in its sole and absolute discretion, within ten (10) days after its receipt of notice that a resolution or other action is proposed or within ninety (90) days of receiving notice that a resolution or other action has been taken by the Association or its Board of Trustees. In such event, the Developer shall notify the Secretary of the Association of its exercise of its veto right and any such proposal or action shall be deemed null and void ab initio and of no further force and effect.

The aforementioned protective provisions shall be construed in accordance with and not in derogation of N.J.A.C. 5:26-8.4 of the regulations promulgated pursuant to the New Jersey Planned Real Estate Development Full Disclosure Act, N.J.S.A. 45:22A-1 et seq., and same shall not be amended without the express written consent of the Developer.

5.03. Meeting of the Board; Notices; Waiver of Notice. The first meeting of the Board shall be held within ten (10) days after the first annual meeting of the Owners and at such time and place as shall be fixed by a majority of the Board. No notice shall be necessary. Thereafter, regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board, but at least two (2) meetings shall be held each year. Notice of regular meetings of the Board

shall be given to each Trustee by telephone, mail, or telegram at least three (3) days prior to the day of the meeting. Special meetings of the Board may be called by the President on three (3) days notice to each Trustee given by telephone, mail or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or the Secretary in like manner and on like notice on the written request of at least two (2) Trustees. Any Trustee may waive notice of any meeting of the Board in writing at any time, and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by a Trustee at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Meetings of the Board of Trustees shall be conducted in accordance with N.J.S.A. 45:22A-46 and N.J.A.C. 5:20-1.1 and Section 5.08 herein.

5.04. Quorum and Adjourned Meetings. At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business and the votes of a majority of the Trustees present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Board, there shall be less than a quorum present, the Trustee present shall adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice. The vote of a majority of those present at a Board meeting at which a quorum is present shall be necessary for valid action by the Board on any matter.

5.05. Joinder in Meetings by Approval of Minutes. Subject to the provisions of N.J.S.A. 45:22A-46 and N.J.A.C. 5:20-1.1, the transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as if transacted at a meeting duly held after regular call and notice, if (i) a quorum is present; and (ii) either before or after the meeting, each Trustee signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof or of the

resolution or act adopted at such meeting. All such waivers, consents or approvals shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though filed subsequent thereto.

5.06. Non-Waiver. All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board.

5.07. Consent in Lieu of Meeting and Vote. Subject to the provisions of N.J.S.A. 45:22A-46 and N.J.A.C. 5:20-1.1, despite anything to the contrary in these By-Laws, the Certificate of Incorporation or the Declaration, the entire Board of Trustees shall have the power to take action on any matter on which it is authorized to act, without the necessity of a formal meeting and vote if the entire Board, or all the Trustees empowered to act, whichever the case may be, shall consent in writing to such action.

5.08. Meetings Open to Owners; Notice. All Meetings of the Board of Trustees, except conferences or working sessions at which no binding votes are to be taken, shall be open to attendance by all Owners, subject to those exceptions set forth in N.J.S.A. 45:22A-46 and N.J.A.C. 5:20-1.1, as now or hereafter amended. The Board of Trustees may exclude or restrict attendance at those meetings, or portions of meetings, at which any of the following matters are to be discussed: 1) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; 2) any pending or anticipated litigation or contract negotiations; 3) any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer; or 4) any matter involving the employment, promotion, discipline or dismissal of a specific officer or employee of the Association. Adequate written notice of the time, place and the agenda, to the extent known, of all such open meetings shall be given by the Board of Trustees to all Owners at least forty-eight (48) hours in advance of such meeting in the manner required by N.J.A.C. 5:20-1.2(b). Moreover, the Board of Trustees shall also within seven (7) days

following the Annual Meeting of the Association post, mail to newspapers and file with the administrator of the business office of the Association a schedule of the regular meetings of the Board of Trustees to be held in the succeeding year, as prescribed by N.J.A.C. 5:20-1.2(c) and make appropriate revisions thereto, all as required by N.J.A.C. 5:20-1.2(c)1.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF TRUSTEES

6.01. General Powers and Privileges. Subject to the Declaration, the Association may do all that it is legally entitled to do under the laws applicable to its form of organization. The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the Community. The Association shall provide a fair and efficient procedure for the resolution of disputes between individual Owners and the Association, and between different Owners, that shall be readily available as an alternative to litigation.

The Board of Trustees shall have these powers, which include but which are not necessarily limited to the following, together with such other powers as may be provided herein or in the Declaration, or By-Laws, or which may be necessarily implied.

(a) To employ, by contract or otherwise, a manager, managing agent or an independent contractor, to oversee, supervise and carry out the responsibilities of the Board. Such manager or independent contractor shall be compensated upon such terms as the Board deems necessary and proper; and

(b) To employ any person, firm or corporation to repair, maintain or renovate the Property; to lay pipes or culverts; to bury utilities; to put up lights or poles; to erect signs and traffic and safety controls of various sorts on the Property; and

(c) To employ professional counsel and to obtain advice from persons, firms or corporations such as, but not limited to, landscape architects, architects, engineers, lawyers and accountants; and

(d) To employ or contract for water and sewer, electricity and gas or other forms of utilities, cable or master antenna television; and

(e) To adopt, amend, and publish rules and regulations covering the details of the operation and use of the Property; and

(f) To employ all managerial personnel necessary, or enter into a managerial contract for the efficient discharge of the duties of the Board of Trustees hereunder; and

(g) To arrange for security protection as necessary; and

(h) To enforce obligations of the Owners and do anything and everything else necessary and proper for the sound management of the Property, including the right to bring or defend lawsuit to enforce the terms, conditions and restrictions contained in the Declaration, these By-Laws, or any Rules and Regulations; and

(i) To borrow and repay monies giving notes, mortgages or other security upon such term or terms as it deems necessary; and

(j) To invest and reinvest monies, sue and be sued, collect interest, dividends, and capital gains; exercise rights; pay taxes; make and enter into contracts; enter into leases or concessions; make and execute any and all proper affidavits for various purposes; compromise any action without leave of court; and all other powers contained herein, and those necessary and incidental thereto; and

(k) To transfer, grant or obtain easements, licenses and other property rights with respect to the Property in a manner not inconsistent with the rights of Owners; and

(l) To purchase or lease or otherwise acquire in the name of the Association or its designees, corporate or otherwise, on behalf of all Owners, Homes offered for sale or lease or surrendered by their Owners to the Board provided that the foregoing shall not be construed to constitute a right of first refusal; and

(m) To purchase Homes within the Community at foreclosure or other judicial sales in the name of the Association or its designees, corporate or otherwise, on behalf of all Owners; and

(n) To sell, lease, mortgage (but not vote the votes appurtenant thereto) or otherwise deal with Homes acquired by the Association, and sublease any such Homes leased by the Association or its designees, on behalf of all Owners; and

(o) To bring and defend actions by or against more than one Owner which are pertinent to the operation of the Community, the health, safety or general welfare of the Owners, or any other legal action to which the Owners may consent in accordance with these By-Laws; and

(p) To appoint an Insurance Trustee, who shall not be a Member of the Association, an employee of the Developer, or the manager, who shall discharge his duties in accordance with these By-Laws. In the absence of such an appointment, the Board of Trustees shall be responsible for the disposition of all insurance proceeds; and

(q) To create, appoint members to and disband such committees as shall from time to time be deemed appropriate or necessary to aid the Board of Trustees in the discharge of its duties, functions and powers; and

(r) To establish an Architectural Control Committee as hereinafter provided in Article X.

6.02. Duties and Responsibilities. It shall be the affirmative and perpetual obligation and duty of the Board of Trustees to perform the following:

(a) To cause the Common Property to be maintained according to accepted standards and as set forth in the Declaration. All repairs and replacements shall be substantially similar to the original application and installation and shall be of first class quality; and

(b) To investigate, hire, pay, supervise and discharge the personnel necessary to be employed, and provide the equipment and materials necessary, to properly maintain and operate the Common Property. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Association; and

(c) To cause to be kept a complete record of all its acts and corporate affairs and to present a summary report thereof to the Members at the annual meeting or at any special meeting when requested in writing at least twenty-one (21) days in advance by Members entitled to cast at least twenty-five (25%) percent of the total votes of the Association; and

(d) To allocate common surplus or make repairs, additions, improvements to, or restoration of the Common Property

in accordance with the provisions of these By-Laws and the Declaration after damage or destruction by any casualty, or as a result of condemnation or eminent domain proceedings; and

(e) To take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises maintained by the Association placed thereon by any federal, state, county or municipal authority having jurisdiction thereover, and order of the Board of Fire Underwriters or other similar bodies; and

(f) To manage the fiscal affairs of the Association as provided in Article VII;

(g) To cause the Community to continue to qualify as 55 or Over Housing under the "housing for older persons" exemption of the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, by the publication and adherence to the policies and procedures that demonstrate said intent, including, but not limited to:

(i) the manner in which the Community is described to prospective Permitted Residents; the advertising designed to attract prospective Permitted Residents; the lease provisions; the Rules and Regulations, the Deed and the terms of the Declaration of Covenants and Restrictions, including all restrictions; the maintenance and consistent application of relevant procedures; actual practices of the Community; and the public posting on the Common Property of statements describing the Community as housing for persons 55 years of age or older;;

(ii) the enforcement of age restrictions contained in Article IV of the Declaration;

(iii) the Association must produce verification of compliance with the Act through reliable surveys and affidavits; the Association must develop procedures for routinely determining the occupancy of each Home, including the identification of Homes occupied by persons 55 years of age or older, which procedures must take place at least once every two years, which shall include appropriate documentation, including but not limited to, driver's license, birth certificate, certification or other document signed by a Permitted Resident asserting that at least one Permitted Resident of the Home is 55 years of age or older, except to the extent that particular persons have previously provided age verification, copies of which are still available in the records of the Association.

(h) To place and keep in force all insurance coverages required to be maintained by the Association, applicable to its property and Members including, but not limited to:

(i) Physical Damage Insurance. To the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm and other risks normally included within all risk extended coverage, including vandalism and malicious mischief, insuring all Common Property and supplies belonging to the Association, and

covering the interest of the Association, the Board, the Developer, all Owners and any Mortgage Holder who has requested the Association in writing to be named as loss payee, as their respective interests may appear, in an amount equal to the full replacement value of the Common Property (exclusive of foundations and footings). The amount of any deductible and the responsibility for payment of same shall be determined by the Board, in its sole discretion.

(ii) Public Liability Insurance. To the extent available in the normal commercial marketplace, public liability insurance for personal injury and death from accidents occurring within the Community (and any other areas which the Board of Trustees may deem advisable) and the defense of any actions brought by injury or death of a person or damage to property occurring within the Community and not arising by reason of any act or negligence of any individual Owner. Such insurance shall be in such limits as the Board of Trustees may, from time to time, determine, covering each Trustee, officer, the managing agent, the manager, and each Member, and also covering cross liability claims of one insured against another. Until the first meeting of the Board of Trustees following the first annual meeting, such public liability insurance shall be in a single limit of $1,000,000.00 covering all claims for personal injury or property damage arising out of any one occurrence. The

Board of Trustees shall review such limits once a year.

(iii) Trustees and Officers Liability Insurance. To the extent available in the normal commercial marketplace, liability insurance indemnifying and defending the Trustees and Officers of the Association for their own negligence, against the liability for errors and omissions occurring in connection with the performance of their duties, in an amount of at least $1,000,000.00, with any deductible amount to be in the sole discretion of the Board of Trustees.

(iv) Workers Compensation Insurance. Workers compensation and New Jersey disability benefits insurance as required by law.

(v) Other Insurance. Such other insurance as the Board of Trustees may determine.

All policies shall: (i) provide that adjustment of loss shall be made by the Board of Trustees; (ii) to the extent obtainable contain agreed amount and inflation guard endorsements; construction code endorsement; contingent liability from operation of building laws endorsement; demolition cost endorsement; and increased cost of construction endorsement; (iii) require that the proceeds of physical damage insurance be applied to the restoration of such Property and structural portions and service machinery as required by the Declaration and these By-Laws; (iv) provide that the insurance will not be prejudiced by any act or omission of individual Members that are not under the control of the Association; (v) provide that the policy will be primary, even if insurance covering the same loss is held by any Member(s); (vi) to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured; and (vii) provide that such policies may not be cancelled without

at least thirty (30) days prior written notice to all of the named insureds, including all Owners and Eligible Mortgage Holders.

All policies shall show the named insured as: "The Village Grande at English Mill Homeowners Association, Inc." and must require the insurer to notify in writing the Association and each Eligible Mortgage Holder or other entity named in the mortgagee clause at least thirty (30) days before it terminates or substantially changes the Association's coverage.

The Board of Trustees may determine, in its sole discretion, the amount of any deductible and the responsibility for payment of same as to any policy of insurance maintained under this subsection. Despite any other provisions of this subsection, the Association shall not be required to provide any type or amount of insurance not commonly available in the normal commercial marketplace.

The premiums for any and all insurance coverage maintained by the Association shall be a Common Expense of the Association.

In addition to the insurance required to be provided by Section 11.09 of the Declaration, Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation; and, further provided that the liability of the carriers issuing insurance obtained by the Board of Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Owner.

ARTICLE VII

FISCAL MANAGEMENT

7.01. Budget; Common Expense Assessments. The Board of Trustees shall prepare an annual Common Expense budget which reflects the anticipated operating expenditures and repair and replacement reserve accumulation requirements for the next ensuing fiscal year of the Association. Common Expenses shall include, but are not limited to, the estimated costs for the operation, repair and maintenance of the Common Property, the estimated costs for the operation of the Association, and any reserves for deferred maintenance, replacement, or capital improvements of the Property. The Board

of Trustees shall have the duty to collect from each Owner, his heirs, administrators, successors and assigns, as "Common Expense Assessments," the proportionate part of the Common Expenses assessed against such Owner as provided in the Declaration, the Certificate of Incorporation, these By-Laws, and in accordance with applicable law.

7.02. Determination of Common Expenses. The amount of monies for Common Expenses deemed necessary by the Board of Trustees and the manner of expenditure thereof, including but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board of Trustees.

7.03. Disbursements. The Board of Trustees shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by the Declaration, Certificate of Incorporation, and applicable law.

7.04. Depositories. The depository of the Association shall be such a bank or banks as shall be designated from time to time by the Board of Trustees and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such parties as are authorized by the Board of Trustees, provided that a management agreement may include among its provisions authority for the manager to sign checks on behalf of the Association for payment of the obligations of the Association, if the proper fidelity bond is furnished to the Association.

7.05. Accounts. The receipts and expenditures of the Association shall be Common Expense Assessments and Common Expenses respectively, and shall be credited and charged to accounts under the following classifications as the Board of Trustees shall deem appropriate, all of which expenditures shall be Common Expenses:

(a) Current expenses, which shall include expenditures within the year for which the budget is made, including reasonable allowances for contingencies and working funds. Current expenses shall not include expenditures chargeable to reserves. At the end of each year, the unexpended amount remaining in this

account shall be applied to reduce the assessments for current expenses for the succeeding year or may be distributed to the current membership in the same manner as assessed, as the Board of Trustees shall determine.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement of the Common Property and those portions of the improvements located on the Common Property which the Association is obligated to maintain or repair which is required because of damage, depreciation or obsolescence. The amounts in this account shall be allocated among each of the separate categories of replacement items, which amounts and items shall be determined in the sole and absolute discretion of the Board of Trustees which may be exercised to the end that a determination may be made not to replace any given item upon the expiration of its useful life.

(d) Reserves for capital improvements, which shall include the funds to be used for capital expenditures or for acquisition of additional personal property that will be part of the Common Property.

(e) Operations, which shall include all funds from the use of the Common Property or from any other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation or otherwise shall be used to reduce the assessments for current expenses for the succeeding year, or at the

discretion of the Board of Trustees, distributed to the current membership in the same manner as assessed. Losses from operations or otherwise shall be met by special assessments against Owners, which assessments may be made in advance in order to provide a working fund.

(f) Working capital, including those nonrefundable and nontransferable initiation fees imposed upon each Owner upon acquisition of title to a Home pursuant to Section 2.07, which may be used by the Board of Trustees in its reasonable discretion to meet unanticipated or other expenses of the Association (but not in order to reduce the annual Common Expense assessment).

(g) Bulk real estate tax reserve, which shall be those funds collected by the Association as Miscellaneous Assessments to enable the Association to pay to the Township of Egg Harbor those amounts estimated or assessed and billed as real estate taxes against the Common Property as a whole until such time as the Township of Egg Harbor assesses and bills all real estate taxes on a per unit basis.

The Board of Trustees shall not be required to physically segregate the funds held in the above accounts except for reserves for replacement and repair, which funds must be maintained in separate accounts. The Board of Trustees may, in its sole discretion, maintain the remaining funds in one or more consolidated accounts. As to each consolidated account, the division into the various accounts set forth above need be made only on the Association's records.

7.06. Reserves. The Board of Trustees shall not be obligated to spend all of the revenues collected in any accounting period and must maintain reasonable reserves for, among other things, repairs, replacements,

emergencies, contingencies for bad weather or uncollected accounts. Despite anything herein to the contrary, the Board of Trustees in its determination of the Common Expenses and the preparation of a budget shall specifically designate and identify that portion of the Common Expenses which is to be assessed against the Owners as a capital contribution and is allocable to reserves for each separate item of capital improvement of and to the Common Property. The amounts assessed and collected for the reserves shall be kept in one or more interest-bearing savings accounts, or certificates of deposit and shall not be utilized for any purpose other than that which was contemplated at the time of the assessment. The foregoing shall not be construed to mean that the Board of Trustees shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of its functions.

7.07. Notice; Emergencies. The Board of Trustees shall give written notice to each Owner and Eligible Mortgage Holder of the amount estimated by the Board of Trustees for Common Expenses for the management and operation of the Association for the next ensuing budget period, directed to the Owner at his last known address by ordinary mail or by hand delivery. The notice shall be conclusively presumed to have been delivered five (5) days after deposit in the United States mails. After the Developer turns over control of the Board of Trustees to the Owners, if an Annual Common Expense Assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment; and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the Annual Common Expense Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Trustees, provided that nothing herein shall serve to prohibit or prevent the Board of Trustees from imposing an Emergency Assessment in the case of any immediate need or emergency that cannot be met by reserve funds allocated for such contingency.

7.08. Acceleration of Assessment Installment Upon Default. If an Owner shall be in default for more than thirty (30) days in the payment of an

installment upon any assessment, the Board of Trustees may accelerate the remaining installments of the assessment and file a lien for such accelerated amount upon notice to the delinquent Owner, and if the delinquent installment has not been theretofore paid, the then unpaid balance of the assessment shall become due upon the date stated in the notice, which date shall not be less than five (5) days after delivery of the notice to the Owner or not less than ten (10) days after the mailing of such notice to him by registered or certified mail; whichever shall first occur. If no such notice is given and default shall continue for a period of thirty (30) days, the Board of Trustees shall be required to accelerate the remaining installments of the assessment upon similar notice to the Owner and to file a lien for such accelerated assessment as permitted by law if the delinquent assessment has not been heretofore paid. In the latter event, the Board of Trustees may also notify any Eligible Mortgage Holder holding a mortgage which encumbers the Home affected by such default or publish appropriate notice of such delinquency to the membership of the Association. If any default continues for a period of ninety (90) days, the Board of Trustees shall foreclose the foregoing lien pursuant to law or commence a suit against the appropriate parties to collect the assessment or both.

7.09. Interest and Counsel Fees. The Board of Trustees at its option shall have the right in connection with the collection of any assessment, or other charge, to impose a late fee of any reasonable amount or interest at the legal maximum rate permitted by law for the payment of delinquent real estate taxes or both, if payment is made after a date certain stated in such notice. In the event that the Board of Trustees shall effectuate collection of assessments or charges by resort to counsel or the filing of a lien or both, the Board of Trustees may add to those assessments or charges as counsel fees, plus the reasonable costs for preparation, filing and discharge of the lien, in addition to such other costs as may be allowable by law.

7.10. Assessment of Expenses in Actions by or against Association; Allocation of Awards.

(a) Common Expenses.

In the case of any action or proceeding brought or defended by the Association or the Board of Trustees pursuant to the provisions of the Declaration, Certificate of Incorporation, these By-Laws, or any Rule or Regulation, the reasonable costs and expenses of preparation and litigation, including attorneys' fees, shall be a Common Expense allocated among all Owners, other than Developer. All Common Expense assessments received and to be received by the Board of Trustees for the purpose of paying any judgment obtained against the Association or the Board of Trustees, and the right to receive such funds, shall constitute trust funds and shall be expended first for such purpose before being expended in whole or in part for any other purpose.

(b) Allocation of Awards.

Money judgments recovered by the Association in any action or proceeding brought hereunder, including costs, penalties or damages shall be deemed a special fund to be applied to (1) the payment of unpaid litigation expenses; (2) refunding to the Owners the cost and expenses of litigation advanced by them; (3) Common Expenses, if the recovery thereof was the purpose of the litigation; (4) repair or reconstruction of the Property if recovery of damages to same was the motivation for the litigation; and (5) any amount not applied to (1), (2), (3) and (4) above shall be at the discretion of the Board of Trustees treated either as (i) a common surplus which shall be allocated and distributed pursuant to the provisions of Section 6.18 of the Declaration or (ii) a set off against the Common Expense assessments. Despite the foregoing, if a Owner(s), the

Board of Trustees or any other person or legal entity affected by any such distribution shall assert that the damages sustained or the diminution in value suffered by a Owner(s) was disproportionate to his or their percentage of common interest, the matter shall be submitted to binding arbitration in accordance with the procedures set forth in Article XV hereof.

(c) Recovery by Owner

In the event that an Owner(s) obtains a judgment or order against the Association or the Board of Trustees, he shall also be entitled to the restitution or recovery of any sums paid to the Board of Trustees as Common Expense assessments for litigation expenses in relation to said action or proceeding in addition to any other sums to which said Owner(s) would otherwise be entitled by such judgment or order.

7.11. Power of Attorney to Holder of a Permitted Mortgage. In the event the Board of Trustees shall not cause the enforcement procedures provided in Sections 7.08 and 7.09 above to be implemented within the time provided, any holder of a Permitted Mortgage for any Home as to which there shall be such unpaid Common Expense assessments is hereby irrevocably granted a power of attorney to commence such actions and to invoke such other remedies, all in the name of the Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

7.12. Annual Audit. The Board of Trustees shall submit the books, records, and memoranda of the Association to an annual audit by an independent, certified public accountant who shall audit same and render a report thereon in writing to the Board of Trustees and in summary form to the Owners and such Eligible Mortgage Holders or other persons, firms or corporations as may be entitled to same. While the Developer maintains a majority of the Board of Trustees, it shall have an annual audit of Association funds prepared by an independent public accountant, a copy of

which shall be delivered to each Owner and Eligible Mortgage Holder upon the submission of a written request for same by said Eligible Mortgage Holder within ninety (90) days of the expiration of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts.

7.13. Examination of Books. Each Owner shall be permitted to examine the books of account of the Board of Trustees by appointment in the offices of the Association or such other place as may be designated therefor by the Board of Trustees at a reasonable time on business days, provided, however, that the Treasurer has been given at least ten (10) days prior written notice of the Owner's desire to make such an examination.

7.14. Fidelity Bonds. The Board of Trustees shall require fidelity bonds from all persons handling or responsible for Association funds. The amount of such bonds shall be in the amount of the maximum funds that will be in the custody of the Association at any one time, but in no event less than the sum of three (3) months assessments of all Homes. This amount shall be determined by the Board of Trustees.

While the Developer maintains a majority of representation on the Board of Trustees, it shall post, at the Association's expense, a fidelity bond or other guaranty acceptable to the New Jersey Department of Community Affairs, in an amount equal to the annual budget. For the second and succeeding years in which the Developer maintains a majority of representation on the Association's Board of Trustees, the amount of the bond or other guaranty shall also include accumulated reserves. The premiums on such bonds shall be paid by the Association.

ARTICLE VIII

OFFICERS

8.01. Designation. The principal officers of the Association shall be a President, a Vice-President, both of whom shall be members of the Board of Trustees, a Secretary and a Treasurer. The Board of Trustees may also appoint such other Assistant Treasurers and Assistant Secretaries as in its judgment may be necessary. Any two (2) offices, except that of President and Vice-President, may be held by one person.

8.02. Election of Officers. The officers of the Association shall be elected annually by the Board of Trustees at its first meeting following each annual meeting and such officers shall hold office at the pleasure of the Board of Trustees.

8.03. Removal of Officers. Upon an affirmative vote of a majority of the full number of Trustees, any officer may be removed, either with or without cause, after opportunity for a hearing, and his successor elected at any regular meeting of the Board of Trustees, or at any special meeting of the Board of Trustees called for such purpose.

8.04. Duties and Responsibilities of Officers.

(a) The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Trustees. He shall have all of the general powers and duties which are usually vested in the office of President of an Association.

(b) The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Trustees shall appoint some other Trustee to so do on an interim basis. The Vice-President also perform such other duties as shall from time to time be imposed upon him by the Board of Trustees.

(c) The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Members of the Association. He shall have charge of such books and papers as the Board of Trustees may direct. The Secretary shall, in general, perform all the duties incident to the office of the Secretary.

(d) The Treasurer shall have the responsibility for the custody of Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be authorized by the Board of Trustees.

8.05. Other Duties and Powers. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Trustees.

8.06. Eligibility of Trustees. Nothing herein contained shall prohibit a Trustee from being an officer.

ARTICLE IX

COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS, TRUSTEES, AND COMMITTEE MEMBERS

9.01. Compensation. No compensation shall be paid to the President or the Vice-President or any Trustee, or committee member for acting as such. The Secretary or Treasurer or both may be compensated for their services if the Board of Trustees determines that such compensation is appropriate. Nothing herein stated shall prevent any officer, Trustee, or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association, provided that any such expenses incurred or services rendered shall have been authorized in advance by the Board of Trustees.

9.02. Indemnification. Each Trustee, officer or committee member of the Association shall be indemnified and defended by the Association against the actual amount of net loss including counsel fees, reasonably incurred by or imposed upon him in connection with any action, suit or

proceeding to which he may be a party by reason of his being or having been a Trustee, officer, or committee member of the Association, or delegee, except as to matters for which he shall be ultimately found in such action to be liable for gross negligence or willful misconduct. That is, each Trustee, Officer or Committee Member shall be entitled to indemnification for any loss, including reasonable attorneys' fees, for such ordinary negligence as may be attributable thereto. In the event of a settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct.

9.03. Exculpability. Unless acting in bad faith, neither the Board of Trustees as a body nor any Trustee, officer, or committee member shall be personally liable to any Owner in any respect for any action or lack of action arising out of the execution of his office. Each Owner shall be bound by the good faith actions of the Board of Trustees, officers and committee members of the Association, in the execution of the duties of said Trustees, officers and committee members. Nothing contained herein shall be construed to exculpate members of the Board of Trustees appointed by the Developer from discharging their fiduciary responsibilities.

ARTICLE X

ARCHITECTURAL CONTROL COMMITTEE

10.01. Purpose. The Board of Trustees may establish an Architectural Control Committee, consisting of three (3) to five (5) members appointed by the Board of Trustees, each to serve for a staggered term of two years, in order to assure that the Property shall always be maintained in a manner:

(a) providing for architectural consistency, visual and aesthetic harmony and soundness of repair;

(b) avoiding activities deleterious to the aesthetic or property values of the Community;

(c) furthering the comfort of the Owners, their guests, invitees and lessees; and

(d) promoting the general welfare and safety of the Property.

10.02. Powers. The Architectural Control Committee, if established, shall regulate the external design, appearance, use and maintenance of the Common Property in accordance with standards and guidelines contained in the Declaration or these By-Laws or otherwise adopted by the Board of Trustees. The Architectural Control Committee shall have the power to issue a cease and desist order to an Owner, his guests, invitees or lessees whose actions are inconsistent with the provisions of the Governing Documents (upon petition of any Owner or upon its own motion). The Architectural Control Committee shall provide interpretations of the Governing Documents requested to do so by an Owner or the Board of Trustees. Any action, ruling or decision of the Architectural Control Committee may be appealed to the Board of Trustees by any party deemed by the Board of Trustees to have standing as an aggrieved party, within forty-five (45) days of the receipt of the written determination of the Architectural Control Committee. If said action, ruling or decision is appealed to the Board of Trustees within said forty-five (45) day period, the Board of Trustees may modify, reverse or confirm any such action, ruling or decision. If said action, ruling or decision is not appealed to the Board of Trustees within said forty-five (45) day period, the decision of the Architectural Control Committee shall be binding. The decision of the Board of Trustees can only be appealed to a court of competent jurisdiction or, with the consent of the parties, to an independent arbitrator for binding arbitration, subject to the right of mediation in Section 12.05 hereof.

10.03. Authority. The Architectural Control Committee shall have such additional duties, power and authority as the Board of Trustees may from time to time provide, pursuant to Section 12.02 hereof. The Board of Trustees may relieve the Architectural Control Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Architectural

Control Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations adopted by the Board of Trustees. Despite the foregoing, no action may be taken by the Architectural Control Committee without giving the Owner(s) involved at least ten (10) days prior written notice and affording him the opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

ARTICLE XI

OTHER COMMITTEES

11.01. Committees. The Board of Trustees may appoint other committees of the Association, including, but not limited to, an Alternative Dispute Resolution Committee ("ADR Committee"), from time to time as needed. Each committee shall consist of a chairman and two or more members and shall include a member of the Board of Trustees.

11.02. Subcommittees. Each of the committees shall have power to appoint a subcommittee from among its members and may delegate to any such subcommittee any of its powers, duties and functions.

11.03. Duties. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Trustee or officers of the Association as is further concerned with the matter presented.

ARTICLE XII

ENFORCEMENT

12.01. Enforcement. The Board of Trustees shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

12.02. Fines. To the extent now or hereafter permitted by the law of the State of New Jersey, the Board of Trustees shall have the power to levy fines against any Owner(s) for violation(s) of any Rule or Regulation of the Association or for any covenants or restrictions contained in the Declaration or By-Laws. No fine may be levied for more than $50.00 for any one violation. Each day a violation continues after notice shall be considered a separate violation. Collection of fines may be enforced against any Owner(s) involved as if the fine were a Common Expense Assessment owed by the particular Owner(s). Despite the foregoing, before the Board of Trustees imposes any fine, the Owner involved shall be given at least ten (10) days prior written notice and afforded an opportunity to be heard with respect to the violation(s) asserted.

12.03. Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

12.04. Cause of Action Against Association. Owners shall have a cause of action, to the extent permitted by the laws of this State, against the Association for its failure to act in accordance with the Declaration, Certificate of Incorporation, these By-Laws, any Rules or Regulations governing the Community or any formal decisions of the Association.

12.05. Alternative Dispute Resolution Procedure.

a. Authority. In addition to the mediation authority granted to it herein, the ADR Committee, if created, shall have such additional duties, power and authority as the Board of Trustees may from time to time provide by resolution. This shall include the right to resolve disputes arising under and to enforce the provisions of the Governing Documents including the right to (i) impose temporary cease and desist orders and (ii) levy fines pursuant to Section 12.02 hereof to the extent permitted by law. The ADR Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by Resolution of the Board of Trustees. Despite the foregoing, no action may be

taken by the ADR Committee without giving the Owner(s) involved at least ten (10) days prior written notice and affording the Owner an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

Further, any Owner who is aggrieved by any decision of the ADR Committee shall have the right to appeal such decision to a court of competent jurisdiction. Any dispute between or among Owners or with the Association, other than collection matters, must first be submitted to the ADR Committee for mediation or non-binding arbitration before any litigation is commenced with respect to the dispute in question, all as contemplated by N.J.S. 45:22A-44(c) and Section 12.02 hereof. If there is not an appeal to a court of competent jurisdiction within forty-five (45) days of the decision by the ADR Committee, the decision of the ADR Committee shall be binding on all parties and shall have the full force and effect allowed under the laws of the State of New Jersey.

b. Mediation Alternative. Prior to the commencement of any non-binding arbitration hearing by the ADR Committee pursuant to Section 12.01, any party to the dispute, or the Committee on its own motion, may request mediation of the dispute by an impartial mediator appointed by the Committee in order to attempt to settle the dispute in good faith. Such mediator may be a member of the ADR Committee, its counsel or any other qualified mediator. Any such mediation shall be concluded within fifteen (15) days after such request, unless extended by the mediator for good cause. In the event that no settlement is reached within said fifteen (15) day period, all relevant time periods in the hearing process shall be extended for fifteen (15) days plus any extension period.

12.06. Compliance By Members Each Member shall comply with and shall assume ownership or occupancy subject to the laws, rules and regulations of those governmental authorities having jurisdiction over the Community, and the provisions of the Declaration, the Certificate of Incorporation and By-Laws of the Association, Rules and Regulations or any other documents, amendments or supplements to the foregoing. Failure to comply with any of the foregoing shall be grounds for commencement of action for the recovery of

damages, or for injunctive relief, or both, by the Developer, the Association, or any Member, in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any of the aforesaid, and against any Member, to enforce any lien created by the Declaration or any covenant contained therein. Failure by the Developer, the Association, or any Member to enforce any covenant therein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce same.

12.07. Civil Action for Damages. The Association shall not be liable in any civil action brought by or on behalf of a Owner to respond in damages as a result of bodily injury to the Owner occurring on the premises of the Association except as a result of its willful, wanton or grossly negligent act of commission or omission. That is, the Association, Board of Trustees and the members, agents and employees thereof, will be held harmless for any loss suffered by any Owner and caused by the ordinary negligence of the Association, the Board of Trustees, any committee or any employee, agent or member of such body.

ARTICLE XIII

AMENDMENTS

Subject to the restrictions in Article XIII of the Declaration, these By-Laws, or any of them, may be altered or repealed, or new By-Laws may be made, at any meeting of the Association duly held for such purpose, and previous to which written notice to Owners of the exact language of the amendment or of the repeal shall have been sent, a quorum being present, by an affirmative vote of fifty-one (51%) percent in number and in interest of the votes entitled to be cast in person or by proxy, except that (i) the first annual meeting may not be advanced, (ii) the first Board of Trustees (including replacements in case of vacancies) may not be enlarged or removed, (iii) the obligation or the proportionate responsibility for the payment of Common Expenses with respect to the Homes or the Property may not be changed by reason of any such new By-Law, amendment or repeal, or (iv) no such new By-Law, amendment or repeal shall in any way adversely affect the Developer,

including any successor of the Developer, unless the Developer, or its successor, has given its prior written consent thereto.

ARTICLE XIV

CONFLICT; INVALIDITY

14.01. Conflict. Despite anything to the contrary herein, if any provision of these By-Laws is in conflict with or contradiction of the Declaration, the Certificate of Incorporation or with the requirements of any law, the requirements of said Declaration, Certificate of Incorporation or law shall be deemed controlling.

14.02. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability or affect the remaining provisions of the By-Laws.

ARTICLE XV

NOTICE

Any notice required to be sent to any Owner under the provisions of the Declaration, the Certificate of Incorporation or these By-Laws shall be deemed to have been properly sent and notice thereby given, when mailed by regular post with postage prepaid, addressed to the Owner at his last known post office address on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Home shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary of the Association in writing of any change of address. Valid notice may also be given to Owners by (i) personal delivery to any occupant of said Home over the age of fourteen (14) years of age or (ii) by affixing the notice to or sliding same under the front door of any Home.

ARTICLE XVI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "The Village Grande at English Mill Homeowners Association, Inc."

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EXHIBIT E

to

DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE VILLAGE GRANDE AT ENGLISH MILL

Housing for Older Persons Act of 1995 Compliance Affidavit

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COMPLIANCE AFFIDAVIT
HOUSING FOR OLDER PERSONS ACT OF 1995

This Affidavit acknowledges that the undersigned has this day purchased the Home identified as _____ and situated in The Village Grande at English Mill, an age restricted community located in Egg Harbor Township, Atlantic County, New Jersey. The Village Grande at English Mill is subject to the Housing for Older Persons Act of 1995, which requires that the developer and/or The Village Grande at English Mill Homeowners Association maintain a census of the occupants of the community (Homeowners Association) and their ages. This will further acknowledge that based upon my personal knowledge each person's age is indicated below. I agree to sign a census form that may be requested of me from time to time by the Homeowners Association, in order to update this information. I swear that the statements made in this Affidavit are true.

PLEASE PRINT

RESIDENT(S) NAMES(S)	AGE(S)	BIRTH DATE(S)	RELATIONSHIP TO OTHER OCCUPANTS

As verification of the above information, please attach to this notice a copy of one of the following for each person named above:

i. Driver's License
ii. Birth Certificate
iii. Passport
iv. Any other official identification that shows a birth date and that the above information is true.

I hereby acknowledge that the statements made herein are true to the best of my knowledge and belief.

_____
Signature

_____
Date

596191.01

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EXHIBIT 2

PROJECTED OPERATING BUDGET FOR THE INITIAL FISCAL YEAR BASED ON PHASE I (273 HOMES) WITHOUT AMENITIES AND FULL OCCUPANCY (397 HOMES), ESTIMATED COMMON EXPENSE ASSESSMENTS AND LETTERS OF BUDGET AND INSURANCE ADEQUACY

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OTAL RESERVE & DEFERRED MAINTENANCE	$31,109
OTAL EXPENSES	$323,787
ONTHLY UNIT RATE	$107

THE VILLAGE GRANDE AT ENGLISH MILL
HOMEOWNERS ASSOCIATION
PROPOSED FIRST YEAR GENERAL BUDGET
PHASE ONE - 273 Units - No Amenities

REVENUE		
Association Maintenance Fees	General assessment billed to all units	$323,787
Operating Interest	Interest generated from operating checking accounts	$0

COMMON AREA EXPENSES		
Animal / Geese Control	Contracted wildlife management expenses	$1,000
Common Area Lighting Maintenance / Supply	Interior and exterior parts and supplies	$750
Electric - Common Area Lighting	Monthly electric service for common area lighting, Signs	$1,200
Electric - Irrigation	Monthly electric cost of operating irrigation clocks, valves, etc.	$650
Electric - Other	Cost of operating aerators, etc.	$150
Exterminating/Pest Control	Pest control of moles, squirrels, bees, etc.	$800
Lake / Pond Maintenance	Pond Treatments, aerator maintenance, erosion control	$2,500
Landscaping	Contracted landscape maintenance service	$163,800
Landscaping Additions	Annual, perennial, tree and shrub plantings, etc.	$2,500
Maintenance Supplies	Miscellaneous repairs to common elements	$650
Snow Removal Contract	Based on (3) 2" to 6" snowfalls	$39,312
Sprinkler & Irrigation Repairs	Contracted startup/winterization, repairs	$1,700
Subcontractor Maintenance Labor	Contracted unscheduled repairs/painting, etc.	$500
TOTAL COMMON AREA EXPENSES		$215,512

GENERAL & ADMINISTRATIVE EXPENSES		
Accounting Services / Audit	Contracted fee to produce financial statement/tax return	$1,800
Bank & Credit Card Fees	Lock box fees, check orders, wire transfers	$240
CAI Membership	Annual Membership Fee	$250
Coupon Books	Distribution of printed coupons by outside printer	$850
Federal Income Taxes	Taxes due on Reserve interest earned, other income	$0
Insurance	Property, Liability, Directors & Officers coverage	$25,000
Insurance - Umbrella	$5,000,000 coverage over underlying package policy	$2,000
Insurance - Workers Compensation	Coverage for Association employees	$1,000
Legal Counsel Fees	General counsel fees	$1,500
Legal Collection Fees	Fees for collection of outstanding debts	$1,000
Management Contract	Contracted fee for Management Services	$27,846
Miscellaneous Administration	Minor expenses not otherwise allocated	$500
Office Equipment / Furniture Leases	Copier, office furniture, postage meter, etc.	$4,000
Office Supplies	Consumables supplies, paper, ink cartridges, etc.	$2,000
Postage	Cost for distribution of mailings, bills, etc.	$2,650
Postage Meter Lease	Cost to maintain a postage meter for Association mailings	$480
Printing, Copies & Fax	Envelopes, stationary, fax costs, etc.	$1,550
Telephone	Cost of monthly usage and alarm lines	$2,000
Petty Cash	Amount set aside for out-of-pocket expenses	$1,000
Real Estate Taxes	Property tax assessment on Clubhouse facilities	$0
Social Committee Expense	Expenses paid out for Social Activities	$1,500
TOTAL GENERAL & ADMINISTRATIVE EXPENSES		**$77,166**

RESERVE & DEFERRED MAINTENANCE		
Concrete Driveway Reserves	Cost to replace unit driveways	$13,960
Concrete Service Walk Reserves	Cost to replace unit entry walks	$6,910
Concrete Sidewalk Reserves	Cost to replace common walks	$9,589
Walking Path Reserves	Surface Replacement	$650

The Village Grande at English Mill

Budget Footnotes 2004

Revenue:

Association Maintenance Fees – Annual fees assessed to homeowners and paid on a monthly basis. The estimate is based on phase one at 273 homes.

Common Area Expenses:

Common Area Electric – Estimated cost associated with lighting the common area fixtures on the clubhouse areas and two entrance signs. Also included is the cost of operating the irrigation system timers, entry pond fountains, etc. Connectiv provides electric Service.

Common Area Landscaping – Total contract for all property is based on an estimate of $50.00 per unit/month. Also included are the costs associated with seasonal plantings, tree/shrub replacements, maintenance of retention basins, etc.

Common Area Lighting Maintenance/Supply – Costs to keep on hand the needed light fixtures, ballasts, bulbs and other supplies to maintain the lights in the common areas.

Common Area Maintenance Supplies – Costs associated with minor maintenance supplies such as products for trash collection in the common areas, cleaning and other such items.

Common Area Snow Removal Contract – Estimated cost to clear snow from the common area streets, sidewalks and driveways of the housing areas, common areas and clubhouse facilities. Estimate is based on three storms of a 2" to 6" accumulation.

Common Area Sprinkler / Irrigation Maintenance – Estimated cost to setup, perform routine repairs, inspect monthly and winterize the common area, clubhouse and residential irrigation systems.

Common Area Subcontractor Maintenance Labor – Costs to provide services such as minor painting, electrical and maintenance repairs to the Association common elements.

Common Area Water / Irrigation – Estimated cost associated with providing water service for the irrigation of the common area and unit turf.

General & Administrative Expenses:

Accounting Services / Audit – Estimated cost to retain an independent accountant to audit the Association's financial records and to provide professional investment & tax advice.

Bank & Credit Card Fees – Annual bank service fees, based on $20.00 per month.

CAI Membership – Annual cost for a professional membership to the Community Associations Institute.

Coupon Books – Cost to provide coupon payment systems for the remittance of the monthly assessment to the Association. Service provided by Southdata.

Federal Income Taxes – Taxes paid to the Internal Revenue Service on income gained from earned interest on the Association's reserve investment accounts.

Insurance – The cost to provide a broad form insurance policy to cover hazard insurance on the Association owned property, general liability, directors & officers, umbrella and fidelity bond coverage based on an estimate from Richard Hardenbergh Insurance Company.

Insurance - Workers Compensation – Estimated cost for a policy to cover all Association employees.

Legal Counsel Fees – The amount allocated to provide 15 hours of legal consultation and services for minor general issues at a rate of $150.00 per hour

Management Contract – The amount allocated to provide financial accounting and general administrative support based on a contract proposal from Wentworth Property Management.

Office Supplies – The cost to purchase office supplies, such as copier paper, toner, pens, envelopes, printer cartridges, etc.

Operating Contingency – The amount set aside to fund unforeseen operating expenses.

Postage – Annual cost for Association mail. Including US Postal Service and overnight delivery services. Also included is the cost to lease a postage meter from Pitney Bowes based on a 36 month lease.

Printing, Copies & Fax – Cost for reproduction of documents.

Telephone – The estimated cost of operating a two-phone line system with voice mail. Additional lines are included to service the building alarm system, along with the required pool phones.

OTAL EXPENSES	$178,892
ONTHLY UNIT RATE	$158

GENERAL & ADMINISTRATIVE EXPENSES		
Accounting Services / Audit	Contracted fee to produce financial statement/tax return	$1,800
Bank & Credit Card Fees	Lock box fees, check orders, wire transfers	$240
CAI Membership	Annual Membership Fee	$250
Coupon Books	Distribution of printed coupons by outside printer	$850
Federal Income Taxes	Taxes due on Reserve interest earned, other income	$0
Insurance	Property, Liability, Directors & Officers coverage	$25,000
Insurance - Umbrella	$5,000,000 coverage over underlying package policy	$2,000
Insurance - Workers Compensation	Coverage for Association employees	$1,000
Legal Counsel Fees	General counsel fees	$1,500
Legal Collection Fees	Fees for collection of outstanding debts	$1,000
Management Contract	Contracted fee for Management Services	$27,846
Miscellaneous Administration	Minor expenses not otherwise allocated	$500
Office Equipment / Furniture Leases	Copier, office furniture, postage meter, etc.	$4,000
Office Supplies	Consumables supplies, paper, ink cartridges, etc.	$2,000
Postage	Cost for distribution of mailings, bills, etc.	$2,650
Postage Meter Lease	Cost to maintain a postage meter for Association mailings	$480
Printing, Copies & Fax	Envelopes, stationary, fax costs, etc.	$1,550
Telephone	Cost of monthly usage and alarm lines	$2,000
Petty Cash	Amount set aside for out-of-pocket expenses	$1,000
Real Estate Taxes	Property tax assessment on Clubhouse facilities	
Social Committee Expense	Expenses paid out for Social Activities	$1,500
TOTAL GENERAL & ADMINISTRATIVE EXPENSES		**$77,166**

RECREATIONAL EXPENSES		
Bocci/Shuffleboard Repairs & Maintenance	Minor equipment, surface repairs	$250
Exercise Equipment Service Contract	Contracted service agreement - Routine maintenance	$1,200
Exercise Equipment Repairs	Repairs and parts outside of agreement	$500
Pool & Spa Utilities	Annual electric, gas and water for two pools	$5,000
Pool & Spa Management - Indoor	Contracted annual maintenance	$10,000
Pool Management - Outdoor	Contracted seasonal maintenance, lifeguard service	$14,500
Pool & Spa Supplies & Equipment	Miscellaneous chemicals, supplies, etc.	$1,000
Pool & Spa Repairs	Repairs to non-capital replacement parts	$4,000
Pool & Spa Laundry Service	Contracted towel service	$1,200
Pool Table Supplies & Maintenance	Cue sticks, chalk, minor repairs	$250
Recreation Equipment Supplies	Cards, games, miscellaneous	$800
Telephone - Aux (pool, payphone)	Cost to provide common phone services / pool service phone	$1,500
Tennis Court Repairs & Maintenance	Cost to provide repairs and purchase replacement netting.	$800
TOTAL RECREATIONAL EXPENSES		$41,000

RESERVE & DEFERRED MAINTENANCE		
Asphalt 1 1/2 Cap	Overlay at end of useful life	$2,067
Asphalt Sealcoating	Cost to seal parking areas - 5 yrs schedule	$1,228
Concrete Driveway Reserves	Cost to replace unit driveways	$13,960
Concrete Service Walk Reserves	Cost to replace unit entry walks	$6,910
Concrete Sidewalk Reserves	Cost to replace common walks	$9,589
Clubhouse Reserves	Roofing, siding, gutters, leaders	$2,850
Pool Deck	Concrete, area drainage, etc.	$1,500
Pool Fence	Fence structure, gates, hardware	$250
Pool Filters	Housings, replacement media	$500
Pool Furniture	Restrapping, replacement	$1,000
Tennis Court Reserves	Resurfacing, restriping	$2,500
Tennis Court Fence	Fence structure, gates, hardware	$400
Swimming Pool Reserves	Pumps, heaters, valves, misc. equipment	$3,000
Walking Path Reserves	Surface Replacement	$650
TOTAL RESERVE & DEFERRED MAINTENANCE		$46,404

THE VILLAGE GRANDE AT ENGLISH MILL
HOMEOWNERS ASSOCIATION
PROPOSED FIRST YEAR GENERAL BUDGET
PHASE ONE - 273 Units

EVENUE		
sociation Maintenance Fees	General assessment billed to all units	$478,892
perating Interest	Interest generated from operating checking accounts	$0
DMINISTRATIVE PAYROLL		
fice Payroll	Salary, Manager, Assistant	$60,000
yroll Taxes & Benefits	Taxes paid on behalf of employees, employer at 12%	$7,200
OTAL ADMINISTRATIVE PAYROLL		$67,200
LUBHOUSE EXPENSES		
arms & Monitoring	Central Station Dispatch Alarm monitoring contract	$540
rpet Cleaning & Repairs	Annual Cleaning	$500
eaning Supplies	Supplies for daily use - Trash can liners, etc.	$700
ubhouse Cable Internet	Charge to provide High Speed Internet Connection	$1,080
ubhouse Cable TV	Charge to provide basic television service	$780
ubhouse Electric	Monthly electric service for clubhouse	$4,800
ubhouse Gas	Monthly gas service to clubhouse	$2,500
ubhouse Lighting Maintenance / Supply	Interior and exterior parts and supplies	$500
ubhouse Sewer	Quarterly sewer service to clubhouse	$450
ubhouse Water	Quarterly water service to clubhouse and irrigation	$1,600
erminating/Pest Control	Monthly service to clubhouse	$900
e Extinguisher Inspections	Annual inspection and recharge servicing	$500
e Sprinkler Systems	Annual inspection/service contract	$1,200
g Replacement	Cost of replacement flags and parts	$400
AC Contract	Annual inspection/service contract	$1,500
itorial/Maintenance Services	Routine unscheduled maintenance/cleaning services	$9,360
intenance Supplies	Consumable parts, supplies for clubhouse	$500
rking Lot Cleaning & Sweeping	Cost of spring cleaning of sand and debris	$500
curity Contract	Contracted access control system	$1,000
sh Removal	Contracted dumpster pickup	$2,100
TAL CLUBHOUSE EXPENSES		$31,410
MMON AREA EXPENSES		
mal / Geese Control	Contracted wildlife management expenses	$1,000
mmon Area Lighting Maintenance / Supply	Interior and exterior parts and supplies	$750
ctric - Common Area Lighting	Monthly electric service for common area lighting, Signs	$1,200
ctric - Irrigation	Monthly electric cost of operating irrigation clocks, valves, etc.	$650
ctric - Other	Cost of operating aerators, etc.	$150
erminating/Pest Control	Pest control of moles, squirrels, bees, etc.	$800
e / Pond Maintenance	Pond Treatments, aerator maintenance, erosion control	$2,500
dscaping	Contracted landscape maintenance service	$163,800
dscaping Additions	Annual, perennial, tree and shrub plantings, etc.	$2,500
ntenance Supplies	Miscellaneous repairs to common elements	$650
h-N-Putt Maintenance	Cost of minor turf repairs, etc.	$200
w Removal Contract	Based on (3) 2" to 6" snowfalls	$39,312
nkler & Irrigation Repairs	Contracted startup/winterization, repairs	$1,700
contractor Maintenance Labor	Contracted unscheduled repairs/painting, etc.	$500
TAL COMMON AREA EXPENSES		$215,712

Real Estate Taxes – We are not assuming any taxes to be assessed directly to the Association for the clubhouse or other amenities. Should any taxes be assessed by Egg Harbor Township for these amenities, the amount shown in the budget would be adjusted accordingly.

Reserve & Deferred Maintenance Expenses:

Concrete Driveway Reserves - The annual amount set aside to replace 50% of an estimated 124,090SF of concrete sidewalk at a cost of $6.75SF over a useful life of 30 years.

Concrete Service Walk Reserves - The annual amount set aside to replace 50% of an estimated 61,425SF of concrete sidewalk at a cost of $6.75SF over a useful life of 30 years.

Concrete Sidewalk Reserves - The annual amount set aside to replace 50% of an estimated 85,245SF of concrete sidewalk at a cost of $6.75SF over a useful life of 30 years.

Walking Path Reserves – The cost to replace 52 CY of wood chip surface for the walking path at a cost of $25.00 per CY every other year.

The Village Grande at English Mill

Budget Footnotes 2004

Revenue:

Association Maintenance Fees – Annual fees assessed to homeowners and paid on a monthly basis. The estimate is based on phase one at 273 homes.

Administrative Payroll:

Office Payroll – Cost to provide an on-site community association manager, along with an assistant manager/activities director on a 40 hour per week basis.

Payroll Taxes & Benefits – Cost to fund the employer's share of federally mandated taxes, along with normal benefit package. The estimated amount is 12% of the total payroll.

Clubhouse Expenses:

Clubhouse Electric/Gas – Estimated cost to provide electric and gas service to the clubhouse. Connectiv provides electric service and SJ Gas provides Gas service.

Clubhouse Exterminating – Cost to provide monthly service to the clubhouse based on an estimate provided by United Exterminating.

Clubhouse Fire Extinguisher Inspections – Estimated cost to perform annual inspections and maintenance for any necessary hand held fire extinguishers.

Clubhouse Fire Sprinkler Systems – Cost estimate for annual testing and service to the clubhouse fire safety system.

Clubhouse Garbage Removal - Cost estimate from Integrated Waste Systems to provide pickup for one (1) four yard refuse dumpster, twice a week. An additional amount of $400.00 was added for two extra pickups that may be needed for parties, large functions, etc.

Clubhouse HVAC Contract – Estimated cost for service and repair to the clubhouse mechanical system. Includes routine service visits for preventative maintenance.

Clubhouse Internet – Estimated annual cost to Comcast to provide High Speed Cable Internet service to the clubhouse.

Clubhouse Maintenance - Cost to perform routine maintenance tasks in the clubhouse such as repairs to the doors, windows or other such items, along with janitorial functions, event setup/breakdown, etc. Estimate is based on 15 hours per week at a rate of $12.00 per hour. Also included are costs associated with carpet cleaning, cleaning supplies, lighting and maintenance supplies and sweeping of the clubhouse parking lot.

Clubhouse Security - Estimated cost based $45.00 per month on an individual system in each clubhouse building for the monitoring and daily testing of a fire/security alarm system. The prices are based on an verbal estimate from B-Com Security. Also incorporated are the costs anticipated to provide routine maintenance for a proximity access control system for the clubhouse, and other needed common area controls.

Clubhouse Sewer – Annual cost to the Association for sewer services.

Clubhouse Water – Estimated cost for water services provided by the American Water Company.

Common Area Expenses:

Common Area Electric – Estimated cost associated with lighting the common area fixtures on the clubhouse areas and two entrance signs. Also included is the cost of operating the irrigation system timers, entry pond fountains, etc. Connectiv provides electric Service.

Common Area Landscaping – Total contract for all property is based on an estimate of $50.00 per unit/month. Also included are the costs associated with seasonal plantings, tree/shrub replacements, maintenance of retention basins, etc.

Common Area Lighting Maintenance/Supply – Costs to keep on hand the needed light fixtures, ballasts, bulbs and other supplies to maintain the lights in the common areas.

Common Area Maintenance Supplies – Costs associated with minor maintenance supplies such as products for trash collection in the common areas, cleaning and other such items.

Common Area Snow Removal Contract – Estimated cost to clear snow from the common area streets, sidewalks and driveways of the housing areas, common areas and clubhouse facilities. Estimate is based on three storms of a 2" to 6" accumulation.

Common Area Sprinkler / Irrigation Maintenance – Estimated cost to setup, perform routine repairs, inspect monthly and winterize the common area, clubhouse and residential irrigation systems.

Common Area Subcontractor Maintenance Labor – Costs to provide services such as minor painting, electrical and maintenance repairs to the Association common elements.

Common Area Water / Irrigation – Estimated cost associated with providing water service for the irrigation of the common area and unit turf.

General & Administrative Expenses:

Accounting Services / Audit – Estimated cost to retain an independent accountant to audit the Association's financial records and to provide professional investment & tax advice.

Bank & Credit Card Fees – Annual bank service fees, based on $20.00 per month.

CAI Membership – Annual cost for a professional membership to the Community Associations Institute.

Coupon Books – Cost to provide coupon payment systems for the remittance of the monthly assessment to the Association. Service provided by Southdata.

Federal Income Taxes – Taxes paid to the Internal Revenue Service on income gained from earned interest on the Association's reserve investment accounts.

Insurance – The cost to provide a broad form insurance policy to cover hazard insurance on the Association owned property, general liability, directors & officers, umbrella and fidelity bond coverage based on an estimate from Richard Hardenbergh Insurance Company.

Insurance - Workers Compensation – Estimated cost for a policy to cover all Association employees.

Legal Counsel Fees – The amount allocated to provide 15 hours of legal consultation and services for minor general issues at a rate of $150.00 per hour

Management Contract – The amount allocated to provide financial accounting and general administrative support based on a contract proposal from Wentworth Property Management.

Office Supplies – The cost to purchase office supplies, such as copier paper, toner, pens, envelopes, printer cartridges, etc.

Operating Contingency – The amount set aside to fund unforeseen operating expenses.

Postage – Annual cost for Association mail. Including US Postal Service and overnight delivery services. Also included is the cost to lease a postage meter from Pitney Bowes based on a 36 month lease.

Printing, Copies & Fax – Cost for reproduction of documents.

Telephone – The estimated cost of operating a two-phone line system with voice mail. Additional lines are included to service the building alarm system, along with the required pool phones.

Real Estate Taxes – We are not assuming any taxes to be assessed directly to the Association for the clubhouse or other amenities. Should any taxes be assessed by Egg Harbor Township for these amenities, the amount shown in the budget would be adjusted accordingly.

Recreational Expenses:

Bocci/Shuffleboard Repairs & Maintenance – The cost associated with minor repairs to surfaces or equipment.

Exercise Equipment Contract / Repairs – Estimated cost to provide quarterly routine inspection, minor periodic maintenance and repairs for the equipment in the clubhouse exercise room. Based on a verbal estimate from Universal Fitness.

Pool & Spa Utilities – Cost to provide gas heating service to the indoor lap pool, and electric service to the two pool facilities.

Pool & Spa Management – Indoor / Outdoor – Cost to provide, water analysis and chemical application for the indoor lap pool on a year round basis and the outdoor pool on a seasonal basis. Cost estimate provided by Freestyle Pool Management

Pool & Spa Supplies / Repairs – Cost for miscellaneous supplies such as first aid kits, pool skimmers, etc. Also included is the cost for minor repairs to the coping tiles, pools surfaces, and spot repainting of the pool and/or spa.

Putting Green Maintenance – Estimated cost to perform minor repairs to the putting green artificial surface.

Recreation Equipment Supplies / Maintenance – Cost to provide miscellaneous recreation supplies as needed such as billiard balls, pool cues, tables, chairs, etc.

Reserve & Deferred Maintenance Expenses:

Asphalt 1 ½ Cap – The annual amount set aside to replace an estimated 5,905SY of 1½ cap asphalt at a cost of $7.00 per SY over a useful life of 20 years.

Asphalt Sealcoating – The annual amount set aside to perform a sealcoating of an estimated 5,905SY of roadway at a cost of $1.04SY over a useful life of 5 years.

Concrete Driveway Reserves - The annual amount set aside to replace 50% of an estimated 124,090SF of concrete sidewalk at a cost of $6.75SF over a useful life of 30 years.

Concrete Service Walk Reserves - The annual amount set aside to replace 50% of an estimated 61,425SF of concrete sidewalk at a cost of $6.75SF over a useful life of 30 years.

Concrete Sidewalk Reserves - The annual amount set aside to replace 50% of an estimated 85,245SF of concrete sidewalk at a cost of $6.75SF over a useful life of 30 years.

Clubhouse Furnishings – Estimated cost to replace clubhouse furnishings such as tables, chairs, fixtures, etc.

Clubhouse Reserves – The estimated cost to fund the replacement of the roof, gutters, siding, and other such items in the Association clubhouse.

Pool Reserves – The cost to perform the replacement of the pool deck after an estimated 30-year useful life.

Tennis Court Reserves – The cost to resurface and re-stripe the tennis courts every 15 years, along with the costs associated with replacing the fence after a 25-year useful life.

Walking Path Reserves – The cost to replace 52 CY of wood chip surface for the walking path at a cost of $25.00 per CY every other year.

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The Village Grande at English Mill

Budget Footnotes 2004

Revenue:

Association Maintenance Fees – Annual fees assessed to homeowners and paid on a monthly basis. The estimate is based on the full build out of 397 homes.

Administrative Payroll:

Office Payroll – Cost to provide an on-site community association manager, along with an assistant manager/activities director on a 40 hour per week basis.

Payroll Taxes & Benefits – Cost to fund the employer's share of federally mandated taxes, along with normal benefit package. The estimated amount is 12% of the total payroll.

Clubhouse Expenses:

Clubhouse Electric/Gas – Estimated cost to provide electric and gas service to the clubhouse. Connectiv provides electric service and SJ Gas provides Gas service.

Clubhouse Exterminating – Cost to provide monthly service to the clubhouse based on an estimate provided by United Exterminating.

Clubhouse Fire Extinguisher Inspections – Estimated cost to perform annual inspections and maintenance for any necessary hand held fire extinguishers.

Clubhouse Fire Sprinkler Systems – Cost estimate for annual testing and service to the clubhouse fire safety system.

Clubhouse Garbage Removal - Cost estimate from Integrated Waste Systems to provide pickup for one (1) four yard refuse dumpster, twice a week. An additional amount of $400.00 was added for two extra pickups that may be needed for parties, large functions, etc.

Clubhouse HVAC Contract – Estimated cost for service and repair to the clubhouse mechanical system. Includes routine service visits for preventative maintenance.

Clubhouse Internet – Estimated annual cost to Comcast High Speed Cable Internet service to the clubhouse.

RECREATIONAL EXPENSES		
Bocci/Shuffleboard Repairs & Maintenance	Minor equipment, surface repairs	$250
Exercise Equipment Contract / Repairs	Contracted service agreement - Routine maintenance	$1,500
Pool & Spa Utilities	Annual electric, gas and water for two pools	$5,000
Pool & Spa Management - Indoor / Outdoor	Contracted maintenance, seasonal lifeguard service	$24,500
Pool & Spa Supplies / Repairs	Chemicals, supplies, repairs to non-capital replacement parts	$5,000
Putting Green Maintenance	Cost of minor repairs, etc.	$250
Recreation Equipment Supplies / Maintenance	Pool Cues, cards, games, miscellaneous	$1,200
TOTAL RECREATIONAL EXPENSES		$37,700

RESERVE & DEFERRED MAINTENANCE		
Asphalt 1 1/2 Cap	Overlay at end of useful life	$2,067
Asphalt Sealcoating	Cost to seal parking areas - 5 yrs schedule	$1,228
Concrete Sidewalk Reserves	Cost to replace common walks	$13,815
Clubhouse Furnishings	Cost of replacing furniture, fixtures, etc.	$4,000
Clubhouse Reserves	Roofing, siding, gutters, leaders	$2,850
Pool Reserves	Concrete, Fencing, pumps, heaters, valves, furnishings.	$6,300
Tennis Court Reserves	Resurfacing, restriping	$3,000
Walking Path Reserves	Surface Replacement	$650
TOTAL RESERVE & DEFERRED MAINTENANCE		$33,910

TOTAL EXPENSES	$641,174
MONTHLY UNIT RATE	$135

E VILLAGE GRANDE AT ENGLISH MILL HOMEOWNERS ASSOCIATION
ROPOSED FIRST YEAR GENERAL BUDGET
FULL BUILD OUT - 397 UNITS

VENUE		
sociation Maintenance Fees	General assessment billed to all units	$641,174
MINISTRATIVE PAYROLL		
ice Payroll	Salaries - Manager, Activities Director	$72,000
yroll Taxes & Benefits	Taxes paid on behalf of employees, employer at 12%	$8,640
TAL ADMINISTRATIVE PAYROLL		$80,640
UBHOUSE EXPENSES		
bhouse Electric / Gas	Monthly Electric & Gas service for clubhouse	$7,300
bhouse Exterminating	Monthly service to clubhouse	$900
bhouse Fire Extinguisher Inspections	Annual inspection and recharge servicing	$500
bhouse Fire Sprinkler Systems	Annual inspection/service contract	$1,200
bhouse Garbage Removal	Contracted dumpster pickup	$2,100
bhouse HVAC Contract	Annual inspection/service contract	$1,500
bhouse Internet	High Speed Internet Connection	$1,800
bhouse Maintenance	Janitorial Service, Cleaning, Lighting & Maint. Supplies	$12,060
bhouse Security	Central Station Dispatch Alarm monitoring contract	$1,540
bhouse Sewer	Quarterly sewer service to clubhouse	$1,000
bhouse Water	Quarterly water service to clubhouse and irrigation	$1,600
TAL CLUBHOUSE EXPENSES		$31,500
MMON AREA EXPENSES		
mmon Area Electric	Monthly electric service for lighting, signs, fountains	$2,390
mmon Area Landscaping	Contracted landscape maintenance service	$252,700
mmon Area Lighting Maintenance / Supply	Interior and exterior parts and supplies	$750
mmon Area Maintenance Supplies	Miscellaneous repairs to common elements	$1,000
mmon Area Snow Removal Contract	Based on (3) 2" to 6" snowfalls	$60,000
mmon Area Sprinkler / Irrigation Maintenance	Contracted startup/winterization, repairs	$9,000
mmon Area Subcontractor Maintenance Labor	Contracted unscheduled repairs/painting, etc.	$2,000
mmon Area Water / Irrigation	Lawn irrigation water supply	$23,820
TAL COMMON AREA EXPENSES		$351,660
NERAL & ADMINISTRATIVE EXPENSES		
counting Services / Audit	Contracted fee to produce financial statement/tax return	$2,500
nk & Credit Card Fees	Lock box fees, check orders, wire transfers	$240
l Membership	Annual Membership Fee	$250
upon Books	Distribution of printed coupons by outside printer	$1,100
deral Income Taxes	Taxes due on Reserve interest earned, other income	$0
urance	Property, Liability, Directors & Officers coverage	$35,000
urance - Workers Compensation	Coverage for Association employees	$1,200
al Counsel Fees	General counsel fees	$2,500
nagement Contract	Contracted fee for Management Services	$40,494
ice Supplies	Copier toner, consumable supplies	$3,500
erating Contingency	Set-aside for unforeseen expenses.	$10,000
stage	Cost for distribution of mailings, bills, Postage Meter, etc.	$3,480
nting, Copies & Fax	Envelopes, stationary, fax costs, etc.	$2,000
ephone	Cost of monthly usage and alarm lines, pool phones.	$3,500
al Estate Taxes	Property tax assessment on Clubhouse facilities	$0
TAL GENERAL & ADMINISTRATIVE EXPENSES		$105,764

AWRENCEVILLE, New Jersey
609-895-9636
609-895-9630 Fax

ARRINGTON, New Jersey
856-546-7711
856-546-2819 Fax

ACKENSACK, New Jersey
201-525-2600
201-525-2601 Fax

/ILMINGTON, Delaware
302-235-1792
302-235-1794 Fax

• VALLEY FORGE, Pennsylvania
610-650-0600
610-650-0700 Fax

• WEST LONG BRANCH, New Jersey
732-728-9690
732-728-2290 Fax

• FAIRFAX, Virginia
703-385-1133
703-591-5785 Fax

• PHILADELPHIA, Pennsylvania
215-512-1550
215-592-7640 Fax

BUILDING FUTURES

WENTWORTH GROUP

SHORE REGION

• Wentworth Property Management Corp.
• Wentworth Property Management of New Jersey, Inc.
• Worthmore Construction & Maintenance Company, Inc.
• Wentworth Realty, Inc.
• Worthington Insurance Brokerage
• Community Association Funding Company (CAFCO)
• Mallin Ponchelli Wentworth Realty, L.L.C.

March 25, 2004

Donald M. Pepe, Esq.
D.R. Horton, Inc. dba SGS Communities
20 Gibson Place
Freehold, NJ 07728

RE: VILLAGE GRANDE AT ENGLISH MILL HOMEOWNERS ASSOCIATION, INC.

Dear Don:

We have prepared the estimated budget for The Village Grande at English Mill Homeowners Association, 397 Single Family homes, at 2004 costs, for inclusion in the Public Offering Statement.

It is our opinion, based on our prior experience in managing similar communities, proposals received from contractors, and information received from the sponsor, that the budgeted operating estimate is reasonable and adequate under existing circumstances and the estimated receipts shown will be sufficient to meet the normal anticipated operating expenses. The Reserves for Repair and Replacement were based on information received from the sponsor and its engineer and on our prior experience in managing similar communities.

Because of the possibility of unforeseen changes in the economy or increases or decreases in the expenses of operation, our estimates are not intended, and cannot be taken, as representation, guarantees or warrantees of any kind whatsoever, nor as any assurance that the actual expense or income of the Association, for any period of operation, may not incur additional costs unforeseeable at this time, or that the Board of Directors may not provide for services not reflected in the estimate, or that the annual assessments for any period may not vary from the amounts shown here.

It may be expected, based upon current trends, that such items as insurance, contracted labor and other related expenses will increase or decrease in the future.

Very truly yours,

WENTWORTH PROPERTY MANAGEMENT OF NEW JERSEY, INC.

By _____
Stephen C. Doran, CMCA, AMS, PCAM
Regional Director

Clubhouse Maintenance - Cost to perform routine maintenance tasks in the clubhouse such as repairs to the doors, windows or other such items, along with janitorial functions, event setup/breakdown, etc. Estimate is based on 15 hours per week at a rate of $12.00 per hour. Also included are costs associated with carpet cleaning, cleaning supplies, lighting and maintenance supplies and sweeping of the clubhouse parking lot.

Clubhouse Security - Estimated cost based $45.00 per month on an individual system in each clubhouse building for the monitoring and daily testing of a fire/security alarm system. The prices are based on an verbal estimate from B-Com Security. Also incorporated are the costs anticipated to provide routine maintenance for a proximity access control system for the clubhouse, and other needed common area controls.

Clubhouse Sewer – Annual cost to the Association for sewer services.

Clubhouse Water – Estimated cost for water services provided by the American Water Company.

Common Area Expenses:

Common Area Electric – Estimated cost associated with lighting the common area fixtures on the clubhouse areas and two entrance signs. Also included is the cost of operating the irrigation system timers, Entry area pond fountains, etc. Connectiv provides electric Service.

Common Area Landscaping – Total contract for all property is based on an estimate of $50.00 per unit/month. Also included are the costs associated with seasonal plantings, tree/shrub replacements, maintenance of retention basins, etc.

Common Area Lighting Maintenance/Supply – Costs to keep on hand the needed light fixtures, ballasts, bulbs and other supplies to maintain the lights in the common areas.

Common Area Maintenance Supplies – Costs associated with minor maintenance supplies such as products for trash collection in the common areas, cleaning and other such items.

Common Area Snow Removal Contract – Estimated cost to clear snow from the common area streets, sidewalks and driveways of the housing areas, common areas and clubhouse facilities. Estimate is based on three storms of a 2" to 6" accumulation.

Common Area Sprinkler / Irrigation Maintenance – Estimated cost to setup, perform routine repairs, inspect monthly and winterize the common area, clubhouse and residential irrigation systems.

Common Area Subcontractor Maintenance Labor – Costs to provide services such as minor painting, electrical and maintenance repairs to the Association common elements.

Common Area Water / Irrigation – Estimated cost associated with providing water service for the irrigation of the common area and unit turf.

General & Administrative Expenses:

Accounting Services / Audit – Estimated cost to retain an independent accountant to audit the Association's financial records and to provide professional investment & tax advice.

Bank & Credit Card Fees – Annual bank service fees, based on $20.00 per month.

CAI Membership – Annual cost for a professional membership to the Community Associations Institute.

Coupon Books – Cost to provide coupon payment systems for the remittance of the monthly assessment to the Association. Service provided by Southdata.

Federal Income Taxes – Taxes paid to the Internal Revenue Service on income gained from earned interest on the Association's reserve investment accounts.

Insurance – The cost to provide a broad form insurance policy to cover hazard insurance on the Association owned property, general liability, directors & officers, umbrella and fidelity bond coverage based on an estimate from Richard Hardenbergh Insurance Company.

Insurance - Workers Compensation – Estimated cost for a policy to cover all Association employees.

Legal Counsel Fees – The amount allocated to provide 15 hours of legal consultation and services for minor general issues at a rate of $150.00 per hour

Management Contract – The amount allocated to provide financial accounting and general administrative support based on a contract proposal from Wentworth Property Management.

Office Supplies – The cost to purchase office supplies, such as copier paper, toner, pens, envelopes, printer cartridges, etc.

Operating Contingency – The amount set aside to fund unforeseen operating expenses.

Postage – Annual cost for Association mail. Including US Postal Service and overnight delivery services. Also included is the cost to lease a postage meter from Pitney Bowes based on a 36 month lease.

Printing, Copies & Fax – Cost for reproduction of documents.

Telephone – The estimated cost of operating a two-phone line system with voice mail. Additional lines are included to service the building alarm system, along with the required pool phones.

Real Estate Taxes – We are not assuming any taxes to be assessed directly to the Association for the clubhouse or other amenities. Should any taxes be assessed by Egg Harbor Township for these amenities, the amount shown in the budget would be adjusted accordingly.

Recreational Expenses:

Bocci/Shuffleboard Repairs & Maintenance – The cost associated with minor repairs to surfaces or equipment.

Exercise Equipment Contract / Repairs – Estimated cost to provide quarterly routine inspection, minor periodic maintenance and repairs for the equipment in the clubhouse exercise room. Based on a verbal estimate from Universal Fitness.

Pool & Spa Utilities – Cost to provide gas heating service to the indoor lap pool, and electric service to the two pool facilities.

Pool & Spa Management – Indoor / Outdoor – Cost to provide, water analysis and chemical application for the indoor lap pool on a year round basis and the outdoor pool on a seasonal basis. Cost estimate provided by Freestyle Pool Management

Pool & Spa Supplies / Repairs – Cost for miscellaneous supplies such as first aid kits, pool skimmers, etc. Also included is the cost for minor repairs to the coping tiles, pools surfaces, and spot repainting of the pool and/or spa.

Putting Green Maintenance – Estimated cost to perform minor repairs to the putting green artificial surface.

Recreation Equipment Supplies / Maintenance – Cost to provide miscellaneous recreation supplies as needed such as billiard balls, pool cues, tables, chairs, etc.

Reserve & Deferred Maintenance Expenses:

Asphalt 1 ½ Cap – The annual amount set aside to replace an estimated 5,905SY of 1½ cap asphalt at a cost of $7.00 per SY over a useful life of 20 years.

Asphalt Sealcoating – The annual amount set aside to perform a sealcoating of an estimated 5,905SY of roadway at a cost of $1.04SY over a useful life of 5 years.

Concrete Sidewalk Reserves - The annual amount set aside to replace 50% of an estimated 122,805SF of concrete sidewalk at a cost of $6.75SF over a useful life of 30 years.

Clubhouse Furnishings – Estimated cost to replace clubhouse furnishings such as tables, chairs, fixtures, etc.

Clubhouse Reserves – The estimated cost to fund the replacement of the roof, gutters, siding, and other such items in the Association clubhouse.

Pool Reserves – The cost to perform the replacement of the pool deck after an estimated 30-year useful life.

Tennis Court Reserves – The cost to resurface and re-stripe the tennis courts every 15 years, along with the costs associated with replacing the fence after a 25-year useful life.

Walking Path Reserves – The cost to replace 52 CY of wood chip surface for the walking path at a cost of $25.00 per CY every other year.

Hardenbergh
INSURANCE GROUP

Post Office Box 1000 • Main Street • Plaza 1000, Suite 100 • Voorhees, New Jersey 08043
856.489.9100 • 856.489.9101 Fax • www.hardenberghins.com

February 18, 2004

Planned Real Estate Development
New Jersey Department of Community Affairs
CN 805
Trenton, N. J. 00625

SUBJECT: Letter of Adequacy - Village Grande At English Mill Homeowner Association

To Whom it May Concern:

In accordance with your request, this letter verifies that we have reviewed the necessary insurance requirements for the above association and believe the following coverages are adequate to properly insure this Association. Property Insurance should be provided in order to cover the Club Houses, Pool House, etc., and its contents for replacement cost in case of destruction by fire, lightning, etc. Coverage should be provided on an All Risk Peril basis.

Comprehensive General Liability coverage should be written for common elements. This coverage will include non-owned and hired automobile coverages with limits of liability suggested to be at $1,000,000.

An Excess Liability coverage should be provided on an Umbrella form with at least a $1,000,000 limit of liability. Higher limits of liability should be considered by the Board of Directors upon placement.

Fidelity coverage should be purchased to protect the association from fraudulent and dishonest acts of its employees or board members. A minimum policy limitation should be $50,000. The limit obtained should be equal to or greater than three months of the total operating budget plus accumulated reserves.

Workers' compensation coverage will provide coverage for injuries to employees during the course of their employment. Benefits are based on statutory requirements for the State of New Jersey based on a "if any" payroll for the first year of operation. This is an auditable exposure based on payroll of the employees of the association.

Directors and Officers coverages should be provided for the officers of the association with limits of at least $1,000,000. This coverage should include past and present members of the board as well as committee persons. It should insure both the officers and directors of the corporation and the entity itself.

Certainly we recommend that each individual homeowner purchase his own insurance to protect his or her personal liability and property.

If the above insurance policies were placed in force, we feel that the association would be adequately insured. The projected cost based on Full occupancy, Phase I 253 Units with amenities is $25,000.

Regards,

John McCrudden

John McCrudden
Vice President

JM/lg

Hardenbergh
INSURANCE GROUP

Post Office Box 1000 • Main Street • Plaza 1000, Suite 100 • Voorhees, New Jersey 08043
856.489.9100 • 856.489.9101 Fax • www.hardenberghins.com

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Comprehensive General Liability coverage should be written for common elements. This coverage will include non-owned and hired automobile coverages with limits of liability suggested to be at $1,000,000.

An Excess Liability coverage should be provided on an Umbrella form with at least a $1,000,000 limit of liability. Higher limits of liability should be considered by the Board of Directors upon placement.

Fidelity coverage should be purchased to protect the association from fraudulent and dishonest acts of its employees or board members. A minimum policy limitation should be $50,000. The limit obtained should be equal to or greater than three months of the total operating budget plus accumulated reserves.

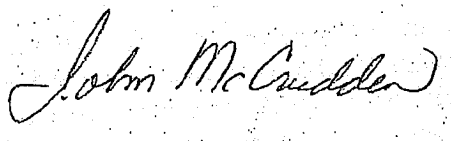
Workers' compensation coverage will provide coverage for injuries to employees during the course of their employment. Benefits are based on statutory requirements for the State of New Jersey based on a "if any" payroll for the first year of operation. This is an auditable exposure based on payroll of the employees of the association.

Directors and Officers coverages should be provided for the officers of the association with limits of at least $1,000,000. This coverage should include past and present members of the board as well as committee persons. It should insure both the officers and directors of the corporation and the entity itself.

Certainly we recommend that each individual homeowner purchase his own insurance to protect his or her personal liability and property.

If the above insurance policies were placed in force, we feel that the association would be adequately insured. The projected cost based on Full occupancy, Phase II fully completed 397 units with amenities is $35,000.

Regards,



John McCrudden
Vice President

JM/lg

EXHIBIT 3

SAMPLE CONTRACT FOR SALE OF REAL ESTATE

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RESCISSION PERIOD

NOTICE TO THE PURCHASERS:
THE PURCHASER HAS THE RIGHT TO CANCEL THIS CONTRACT OR AGREEMENT BY SENDING OR DELIVERING WRITTEN NOTICE OF CANCELLATION TO THE DEVELOPER BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE DAY ON WHICH IT IS EXECUTED. SUCH CANCELLATION IS WITHOUT PENALTY AND ALL MONIES PAID BY YOU SHALL BE PROMPTLY REFUNDED IN THEIR ENTIRETY.

NOTICE TO THE PURCHASER AND SELLER:
WITHIN THE FIRST THREE BUSINESS DAYS OF THIS SEVEN DAY PERIOD, EACH PARTY MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE CONTRACT. SEE SECTION 30 ON ATTORNEY REVIEW FOR DETAILS.

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT, dated _____, 200_, is between the

SELLER: D.R. HORTON, INC.-NEW JERSEY, a Delaware Corporation, 20 Gibson Place, Freehold, New Jersey 07728; and

The BUYER(S): _____ SS# _____

_____ SS# _____

ADDRESS _____

HOME TELEPHONE NO. _____ WORK TELEPHONE NO. _____

TABLE OF CONTENTS

593772.04

THE SELLER AND THE BUYER AGREE AS FOLLOWS:

1. Sale and Purchase. The Seller will sell and the Buyer will buy the Property under the terms of this Contract.

2. Property. The word "Property" as used in this Contract includes (a) through (c) below:

(a) All of the land, buildings and other improvement on the land, located in the Township of Egg Harbor, County of Atlantic, and State of New Jersey, designated as Lot _____, in Block _____, as shown and laid down on the map entitled "_____," Section _____, filed in the Office of the Clerk of Atlantic County, on _____, 200__, as Map No. _____, File _____;

(b) The house and land known as the _____ Model, with the _____ Elevation, on Job No. _____;

(c) Street Address: _____.

3. Purchase Price.

(a) Base Price: $_____

(b) Optional Extras:

_____ $_____

_____ $_____

_____ $_____

_____ $_____

Total Extras $_____

(c) Total Purchase Price $_____

4. Payment of Purchase Price.

(a) The Purchase Price is to be paid as follows:

(1) Deposit at signing of this Contract: $_____

(2) Additional Deposit Due _____ $_____

_____: $_____

(3) Mortgage Amount (See Section 5 of this Contract: $_____

(4) Balance at Closing by certified check, or bank check: $_____

5. **Mortgage Contingency.**

Type of Mortgage: _____ Amount of Loan: _____

Length of Mortgage: _____ Interest Rate: _____

If Paragraph 4(a)(3) above contains a "Mortgage Amount", then this Contract shall be contingent upon Buyer obtaining a mortgage loan; if no amount is shown then this Contract is not contingent upon Buyer securing a mortgage. Buyer agrees to make a written application for a mortgage loan with an institutional lender ("Lender") in the amount set forth in Paragraph 4(a)(3) within 10 days after the date of this Contract and provide Seller with a copy of the written application within 7 days of the expiration of such 10-day period. **IF SUCH APPLICATION IS NOT TIMELY SUBMITTED TO LENDER, THE OBLIGATION OF EACH PARTY TO PERFORM SHALL BECOME FIXED AS IF NEVER SUBJECT TO ANY MORTGAGE CONTINGENCY, AND THIS CONTRACT SHALL BECOME BINDING.** The terms of the mortgage loan will be those specified above in this Paragraph 5. Buyer shall provide Lender with all necessary information and documentation at the time of the application, and shall provide Lender with any additional information or documentation within five days after Lender requests same. If Buyer fails to provide such information or documentation, then Buyer shall be in default of this Contract. Buyer shall pay to Lender all applicable fees and charges for the application and/or commitment.

This mortgage contingency clause shall be deemed satisfied, and Buyer will be required to go forward with the purchase, upon issuance of a commitment to make a mortgage loan by Lender, regardless of the terms or conditions of the commitment. In particular, and without limitation, this mortgage contingency clause shall be satisfied if the commitment is conditioned on Buyer selling a home, having a job and/or providing additional information or documentation. Once the Buyer receives a commitment, any subsequent change in the Buyer's credit, financial condition, employment or otherwise shall be at Buyer's risk. In addition, if the mortgage commitment must be extended, renewed or reissued, and as a result the interest rate or other terms or conditions or the

commitment change, the Buyer agrees to accept and/or fulfill any such new interest rate, terms and/or conditions.

If the Lender issues a commitment to make a mortgage loan, the Buyer will promptly sign the commitment, provide a copy to Seller and take all actions necessary to satisfy any conditions and contingencies so that closing of title can take place in accordance with Paragraph 11 of this Contract. Failure of Buyer to sign the commitment or to satisfy any conditions and contingencies shall be deemed a default of this contract by Buyer. Buyer hereby authorizes the Lender to release to Seller, upon Seller's request, all information contained in and regarding Buyer's mortgage loan and loan application.

If Buyer has not received a mortgage commitment within 30 days after the date of this Contract (the "Mortgage Contingency Date"), or has been denied a mortgage loan prior to the Mortgage Contingency Date, Buyer may: (a) elect to waive the mortgage contingency and complete the purchase without a mortgage, or (b) request that Seller extend the Mortgage Contingency Date for up to 30 days, or, or (c) request a cancellation of this Contract and a refund of Buyer's deposit without interest. Any request to extend the Mortgage Contingency Date or request to cancel the Contract must be in writing received by Seller before the Mortgage Contingency Date and contain copies of documents proving that Buyer had made timely application for the mortgage and that the application was either denied or is still awaiting determination. **IF SUCH REQUEST IS NOT TIMELY GIVEN, THE OBLIGATION OF EACH PARTY TO PERFORM SHALL BECOME FIXED AS IF NEVER SUBJECT TO ANY MORTGAGE CONTINGENCY, AND THIS CONTRACT SHALL BECOME BINDING.** If Seller elects to extend the Mortgage Contingency Date, Seller shall notify Buyer within 5 days of receipt of the Buyer's request, and if at the end of the commitment extension a mortgage commitment has still not been issued, then Buyer may (a) elect to waive the mortgage contingency and complete the purchase without a mortgage, or (b) request the cancellation of this Contract and a refund Buyer's deposit without interest. If Buyer's mortgage application is denied or if Buyer requests a cancellation of this Contract within the mortgage contingency period or any extension of the mortgage contingency period agreed to by Seller, then Seller shall, at Seller's option elect within ten (10) days either to: (1) refund Buyer's deposit without interest; or (2) direct Buyer to apply for a mortgage commitment consistent with the terms of this Contract to a lending institution

selected by Seller, and Buyer agrees to timely complete and execute all documents, fully comply with all reasonable requests of such lender, and pay all reasonable fees and costs in connection with such application.

Buyer represents that Buyer has sufficient cash available, together with the proceeds of the mortgage loan referred to in Paragraph 4(a)(3), if any, to consummate the acquisition of the Property pursuant to this Contract. Seller makes no representations or warranties about Buyers ability to obtain a mortgage loan or the interest rate or terms of such a loan.

6. Deposits.

Subject to the next paragraph, the Seller will hold all money paid by the Buyer under this Agreement prior to closing in escrow. The Seller may not use or keep that money (a) until closing of title, or (b) unless the Buyer breaks a promise made in this Contract, as discussed in Paragraph 18 below. If, under the terms of the Contract, the Buyer has the right to terminate the Contract and elects to exercise that right, Seller will return to Buyer all money paid by Buyer. This money will be held in an escrow account of Grande Title Agency, LLC, ("Escrow Agent"), in Commerce Bank - Berlin Office, 247 S. White Horse Pike, Berlin, New Jersey 08009. This means that the Seller receives all deposit monies in trust (in escrow) and will hold same until closing of title or termination of this Contract. The Seller may, in its sole discretion, cause the deposit account to be interest bearing. Any interest earned on the deposit monies in trust will be paid to the Seller. Interest on the deposit monies will not be applied as a credit for the benefit of the Buyer toward other sums owed by the Buyer to the Seller under this Contract.

The Developer has obtained a "Down Payment Bond" from Fidelity and Deposit Company of Maryland in a form acceptable to the Division of Codes and Standards of the New Jersey Department of Community Affairs so as to permit the Developer to obtain use prior to closing of the deposit monies being held by the Escrow Agent. The Down Payment Bond has been given to the Escrow Agent. The Developer and the Escrow Agent have entered into a formal agreement acceptable to the Division of Codes and Standards of the Department of Community Affairs that allows the Escrow Agent to release the Buyer's deposit monies from escrow to the Developer prior to closings of title but not to exceed, in the aggregate, the face amount of the bond. Under the agreement, if the closing of title does not take place and the Buyer is legally entitled to a return of all or a portion of the

deposit monies and the Developer is unable to return same, the Escrow Agent is empowered to draw against the bond to the extent necessary in order to refund the deposit monies to which the Buyer is legally entitled. A copy of the Agreement is reproduced as Exhibit 9 of the Public Offering Statement and includes a copy of the Down Payment Bond. Under no circumstances can the Escrow Agent release the Buyer's deposit monies to the Developer before the Buyer's seven (7) day right to rescind (cancel) his Contract for Sale of Real Estate has expired without the buyer exercising such right to rescind.

7. House to Sell Contingency.
This Contract is [ ] or is not [ ] subject to the sale of any other real estate. If this Contract is subject to the sale of other real estate, then a rider detailing the terms of such subject to sale shall be attached to this Contract.

8. Exclusions.
Unless included as extras in Paragraph 3 above, all of the items shown in the model home(s) are excluded from this sale. Such items include, but are not limited to: all furniture; special flooring and carpeting; wallpaper; window treatments; special lighting; outlets, light bulbs and all other electronic devices; decorator floors; decorator built-ins; decorator ceramic and vinyl tile; built-ins and bookcases; shelves and special mirrors; special interior trim; special interior decorator paint colors; painted interior garage walls, ceiling and floors; painted basement floor and walls; upgraded appliances; special exterior trim and siding materials; special exterior paint; oversized driveways; and fencing, irrigation, landscaping and special walkways. All extras or special items displayed in the models or sales exhibition center will be identified as such.

9. Closing Charges.
Buyer is responsible for paying all costs relating to recording the deed, a title search, title examination and title insurance policy as well as purchasing a survey through Seller, if requested. If this is a sale containing a mortgage contingency, then Buyer shall also pay all costs relating to the mortgage, including, without limitation, application fee, credit report, appraisal, mortgage title insurance, hazard insurance, recording fees and any fees or costs required by the mortgage lender, such as escrows and prepaid charges.

Buyer is also responsible upon the acquisition of title to his Home to pay to the Association a working capital contribution equal to $550.00. This payment is non-refundable and non-transferable and shall be available to the Association, whether under Developer or unit owner control, as the Board

shall deem appropriate for (i) the off-set of cash flow or budget deficits, (ii) payment of operating expenses, (iii) operating contingency reserves, (iii) repair and replacement and/or deferred maintenance reserve, (iv) working capital reserve, and/or (v) any other lawful purpose(s) permitted by the Governing Documents.

In addition, Buyer will also pay to the Association in advance his/her pro-rata portion of this monthly maintenance fee due to the Association for the month in which the closing takes place based upon the number of days left in the month as the time of closing as set forth in the Association's budget. Beginning with the first full month of occupancy, the monthly maintenance fee will be paid on a monthly basis to the Association as provided in the Public Offering Statement.

Seller shall be responsible for the real estate transfer tax due upon the closing of title.

10. Adjustments.
Taxes for the current year, municipal assessments, maintenance fees, utilities, water and sewer charges, and interest, if any, are to be apportioned as of the date of closing.

11. Closing of Title.
(a) Seller estimates that construction of the house will be completed on or about _____, 200__ (the "Closing Date").

(b) Closing of title will take place on the Closing Date at the time specified by Seller in a notice by telephone or mail to Buyer or Buyer's attorney. Closing will take place at 700 East Gate Drive, Mt. Laurel, New Jersey 08054 or at such other place as is specified in Seller's notice. The closing of title will occur only after the Seller has received either a temporary or final certificate of occupancy for the Property.

If the closing is postponed by the Buyer because of the Buyer's refusal or inability to close on the date and time specified by Seller, then Seller shall have the option, but not the obligation, to postpone the closing date on at least seven (7) days prior written notice to Buyer. TIME SHALL BE OF THE ESSENCE FOR ANY POSTPONED CLOSING DATE. This means that if Seller postpones the Closing, Buyer must close title on such postponed closing date or forfeit its deposit as provided in Paragraph 18 of this Contract. Also, Buyer shall pay to Seller at closing an additional One Hundred Fifty Dollars ($150.00) per day for each day the Closing is delayed by the Buyer, not to exceed 10% of the purchase price, representing all carrying

charges on the Property, such as taxes, insurance, interest, etc.

12. Title.
Seller agrees to deliver a Bargain and Sale Deed with Covenants as to Grantor's Acts, Affidavit of Title and appropriate corporate resolution at closing of title. Title shall be good and marketable such as will be insured at regular rates by a reputable title company free and clear of all liens and encumbrances, except the Property shall be subject to: ordinances, statutes and regulations of any and all municipal or other governmental authority having jurisdiction; easements, grants, covenants or restrictions; the Declaration of Covenants and Restrictions; street dedications and public utility rights recorded or to be recorded; and such state of facts that an accurate survey may disclose, provided same do not prevent use of the Property for one family dwelling purposes. The willingness of Grande Title Agency, L.L.C., 185 West White Horse Pike, Berlin, New Jersey 08009, to insure title to the Property shall constitute good and marketable title. Buyer is not required to use the services of Grande Title Agency, L.L.C. to obtain title insurance. Grande Title Agency, L.L.C. is affiliated with the Seller. If Seller is unable to deliver the status of title set forth in this Paragraph, Buyer's remedy will be in accordance with Paragraph 19 of this Contract.

13. Possession.
Possession will be given by delivery of the Deed upon closing of title and receipt by Seller for the full purchase price and all other monies due it pursuant to this Contract. Buyer agrees not to enter into possession of the Property at any time or for any reason prior to closing.

14. Fire and Other Casualty.
The risk of loss or damage to the Property by fire or otherwise until closing of title is on Seller.

15. Changes in Construction.
Seller shall have the right to make substitution of materials and/or equipment and to make changes to Selections whenever Seller shall find it necessary or expedient in its absolute discretion, provided that such substitutions or changes are of comparable or better quality. Seller also reserves the right to determine the location and physical layout of the house on the lot. Seller makes no representations as to the final grade of the lot or the existence of any trees or landscaping on the lot. Seller shall not be responsible to remove any debris or trees beyond the area of the lot disturbed by Seller.

16. Insulation.
In compliance with Federal Trade Commission Regulations, the following information concerning insulation in your home is furnished: (a) The developer installs fiberglass batt type of insulation which is manufactured to have an R value of 13 outside walls and R-30 in ceilings below attic space. R-30 insulation shall be installed in the floors of living spaces above unconditioned space. Certain exterior walls and/or cathedral or volume space may require R-19 insulation; (b) For slab on ground floors, the developer installs 1" rigid foam perimeter insulation, which is manufactured to have an R value of 5, horizontally beneath the slab for a minimum total distance from the exterior walls of 24 inches; (c) The primary entrance door is an insulated steel door and is weather stripped. Windows and sliding doors are dual glazed thermo break equipped. Anti air infiltration measures taken include the installation of a sill seal. (d) The manufactured thickness of the above types of insulation is as follows: R-13 is 3-5/8", R-19 is 5-1/2", R-30 is 9", R-5/rigid foam perimeter foundation insulation is 1".

17. Decorator Selections.
Buyer agrees to make decorator, appliance, optional extra item selections (collectively, "Selections") within ten days of the Seller's request that they be completed. If Buyer fails to make the Selections within this time period, Seller, in its exclusive discretion, shall have the right to make such Selections for Buyer and Buyer agrees to accept and pay for such Selections. Any Selections made by Buyer shall only be made by Seller if Seller agrees to do so in writing.

18. Default of Buyer.
Should Buyer fail to make payments, or violate any other term, condition or covenant of this Contract or fail, for any reason, to close title (i.e., complete the purchase) according to the terms and conditions of the Contract, the Buyer will be in default (i.e., will have broken Buyer's promises in this Contract). If the Buyer is in default, the Seller may retain the deposit (but not more than ten (10%) percent of the purchase price), plus the total of all monies paid by Buyer for options, upgrades, extras and custom changes installed. Seller will retain the money either on account of the purchase price or as liquidated damages. Liquidated damages are a fixed amount to be paid to Seller which the parties agree will be a reasonable estimate of the damages in the event of Buyer's default, since Seller's actual damages would be difficult to establish. If Seller elects to retain the money as liquidated damages, this Contract shall become null and void. In the event either party hereto shall institute legal proceedings in connection with, or for the enforcement of this Paragraph 18, the prevailing party

shall be entitled to recover its costs of suit, including reasonable attorney's fees, at both trial and appellate levels.

19. Delay of Seller.
Should Seller be unable to fulfill its obligations under the terms of this Contract for reasons beyond its control, the Seller may postpone the closing for up to six (6) months from the date originally scheduled for closing by notifying the Buyer in writing that the closing has been postponed. If, after this period has expired, the Seller is still unable to perform its obligations under this Contract for reasons beyond its control, the Buyer may terminate this Contract by so notifying the Seller in writing or the Seller may terminate this Contract for circumstances beyond its control. In such event, Buyers sole, legal or equitable remedy will be to receive a refund of all deposit monies and all monies paid to Seller for options, upgrades, extras and custom changes, together with the costs of title examination and survey actually incurred.

The Buyer agrees that if this Contract is postponed and/or terminated under this Paragraph, the Seller will not be responsible for any expenses which the Buyer might incur as a result of the delay or termination. Such expenses include, but are not limited to, storage of the Buyer's furniture or other personal property and/or substituted housing as well as mortgage commitment extension fees.

20. Warranties.
The Seller warrants its construction of the Homes as follows:

a. In accordance with the provisions of the New Jersey New Home Warranty and Builders' Registration Act (N.J.S.A. 46:3B-1 et seq.), the Seller shall enroll each Home, at or prior to closing, in an approved warranty security plan and shall pay all requisite fees/premiums for such enrollment and coverage; provided, however, any deductibles for such warranty coverage shall be the obligation of the purchaser.

b. The Seller warrants that any outbuildings, driveways, walkways, patios, decks, retaining walls and fences shall be free from substantial defects due to material and workmanship for a period of one (1) year from the date of closing or from the date of possession, whichever first occurs.

c. The Seller warrants that all drainage is proper and adequate, and all off-site improvements, if any, will be free from defects for a period of one year from the date of construction.

d. The Seller warrants that all Homes offered hereby are fit for their intended use.

e. The Seller warrants that all the common facilities are fit for their intended use and Seller warrants the construction of same for a period of two (2) years from the date of completion of each facility. The Seller shall repair or correct any material defect in construction, material or workmanship in the common facilities within a reasonable time after notification of the defect.

f. The Seller also warrants that the residential dwelling shall substantially conform to sales models, descriptions or plans used, if any, to induce the purchaser to enter into this Contract to purchase a Home, unless otherwise noted herein.

g. All landscaping installed by Seller is warranted for one year from the date of installation; however, the Seller does not warrant any trees and natural growth which existed on the Property prior to Seller's construction on the Property.

h. At the time of closing of title to a Home the Seller will assign to the Purchaser all assignable manufacturers' or suppliers' warranties or guarantees as to materials, appliances, fixtures and equipment. The manufacturer or contractor providing any such warranty shall be primarily liable to correct any defect in the warranted item for the duration of the warranty.
Seller does not independently warrant any such appliances, equipment or other personal property except to the extent required under this Paragraph 20.

SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY ARISING BY VIRTUE OF LAW OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WITH RESPECT TO THIS CONTRACT. THIS MEANS THAT THE ONLY WARRANTIES WHICH ARE GIVEN BY SELLER TO BUYER ARE THOSE LISTED IN THIS PARAGRAPH 20. BY SIGNING THIS CONTRACT BUYER ACKNOWLEDGES THIS DISCLAIMER BY SELLER.

SELLER ALSO EXPRESSLY DISCLAIMS LIABILITY FOR ANY CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF ANY WARRANTY. THIS MEANS THAT SELLER WILL NOT BE RESPONSIBLE IF ANY PERSONAL PROPERTY IS DAMAGED BECAUSE OF A DEFECT IN ANY WARRANTED ITEM.

21. Membership in Association.
Upon closing of title, Buyer will automatically become a Member of The Village Grande at English Mill Homeowners Association ("Association"). Buyer will be a Member of said Association for so long as Buyer owns the Property. Buyer agrees to abide by

the Associations By-Laws and any Rules and Regulations that may, from time to time, be promulgated by the Association and/or Board of Directors. The Association and the Buyer's membership in the Association are subject to all of the terms of the Declaration of Covenants and Restrictions which has been or will be recorded for the Association and the Certificate of Incorporation, By-Laws and Rules and Regulations of the Association, as same may be modified after the date hereof. All of the foregoing documents of the Association are referred to collectively in this Agreement as the "Governing Documents". The Governing Documents and their exhibits set forth the rights and obligation of Buyer, the Association and other Dwelling Owners as well as the Budget for the Association. The Public Offering Statement which has been prepared for this Community contains copies of the Governing Documents.

22. Common Property.

Buyer will acquire such beneficial interest in the Common Property of the Community as set forth in the Governing Documents. The Common Property will be managed, operated and maintained by the Association for the benefit of all owners of Property in the Community. The funds necessary to operate and repair the Common Property (as well as other common expenses and the cost of services provided by the Association) are obtained by the Association through the monthly maintenance fees which are allocated among Buyers in accordance with the Governing Documents.

Buyer shall consult the Public Offering Statement, or the Governing Documents as applicable, in order to determine the kind, nature, extent, capacity and availability of the Common Property, including improvements installed or to be installed. When Buyer is the owner of the Property, Buyer will be entitled to use the Common Property for the purposes of which intended. This right is governed by and subject to the Governing Documents. Buyer should consult the Public Offering Statement and the Governing Documents, as applicable, for the Community for limitations and restrictions which are imposed or exist upon the use and availability of the Common Property.

23. Site Visits.

Buyer, and its invitees, agents and contractors, shall not do any work whatsoever in the house prior to closing of title. Furthermore, insurance regulations preclude Buyer from entering the Property at any time without being accompanied by Seller's Representative. All visits shall be by appointment and only at the convenience of Seller. It is expressly agreed that a breach of this paragraph shall entitle Seller to exercise all rights and remedies it might have against Buyer. Buyer hereby assumes

all risks and loss relating to Buyer's entering of the Property prior to closing.

24. Preoccupancy Homeowner Orientation.
Seller will specify the time and date for a homeowner orientation and inspection of the Property by Buyer. This orientation and inspection will be conducted within one to three days prior to closing. Those items which may be required to be completed or repaired in order to satisfy building code or Warranty Act standards will be entered on a preoccupancy inspection report. The listed items will be repaired or completed as soon as possible after closing. Defects in painted surfaces, chipped porcelain, plumbing fixtures, kitchen appliances, countertops, carpeting, flooring, chilled tiles, screens, glass surfaces or similar defects not noted on this walk through or correction are excluded from the Seller's responsibility. It is understood that as long as a certificate of occupancy has been issued, the listed items shall not constitute a bar to closing of title, and that the closing of title will be held in accordance with this Contract.

Seller represents that there are no known defects in the construction of the Dwelling that is the subject of this Contract or of the common areas and facilities that the Buyer could not detect with a reasonable inspection under this Paragraph.

25. Entire Agreement.
This Contract and the Application for Registration filed with the New Jersey Department of Community Affairs constitute the entire agreement between Seller and Buyer and supersedes all prior agreements between the parties. There are no other agreements, understandings or representations other than those contained in this Contract or in any other written instrument which is made a part of this Contract and signed by Buyer and Seller.

No salesperson, broker or other person has any authority to modify the terms of this Contract or to make any other agreements, representations or promises. Unless expressly referenced in this Contract, the model homes, sale brochures, advertising and other promotional materials are not part of this Contract.

This Contract shall not survive closing of title and delivery of the deed but, instead, shall merge into the deed.

26. Assignment, Binding Effect, Recording.
Buyers interest and obligations under this Contract cannot be assigned (i.e. transferred to another party) without Seller's written consent. This Contract will bind and inure to the benefit of Buyer and Seller and their respective permitted successors, assigns, or personal representative. This Contract shall not be recorded in the office for the recording of deeds or in any other office of public record.

27. Notices.
Except for the notices described in Paragraphs 11 and 30, all required notices shall be in writing and sent by certified mail, return receipt requested, postage prepaid, to the address shown in this Contract. Notice is deemed given twenty-four (24) hours after mailing. Notice may also be given by personal delivery, overnight courier or facsimile mail. In such event, notice shall be deemed given when received by the recipient.

28. Headings.
The headings in this Contract are for convenience only and do not affect the meanings or interpretations of the terms and conditions.

29. Governing Law.
This Contract is governed by New Jersey law. If any part of this Contract is deemed illegal or unenforceable, the rest of the Contract will, at Seller's option, remain in full force and effect, or in the alternative, Seller may cancel this Contract and refund all monies paid to Seller by Buyer and Seller and Buyer will have no further rights or liabilities to each other at law or equity.

30. Attorney Review

(a) Study by Attorney
Buyer and/or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her review of the Contract within three (3) business days (as calculated below). The Contract will be legally binding at the end of this three (3) day period unless an attorney for Buyer or Seller reviews and disapproves of the Contract.

(b) Counting the Time.
The parties count the three days from the date of delivery of the signed Contract to Buyer and to Seller. You do not count Saturdays, Sundays or legal holidays. Buyer and Seller may agree in writing to extend the three (3) day period for attorney review.

(c) Notice of Disapproval

If an attorney for Buyer or Seller reviews and disapproves of this Contract, the attorney must notify the Broker(s) and Buyer and Seller within the three (3) day period, otherwise this Contract will be legally binding as written. The attorney must send a notice of disapproval to the Broker(s) and Buyer and Seller by certified mail, by facsimile, or by delivering it personally. The facsimile or certified letter will be effective upon delivery to the Broker's and Seller's respective offices and to Buyer at his or her address on page 1 of this Contract. The attorney may also, but need not, inform the Broker(s) and the parties of any suggested revisions in the Contract that would make it satisfactory.

(d) Other Rights of Cancellation

The provisions of subparagraphs a, b and c above are required by law due to the fact that this Contract is being completed by a real estate broker. These provisions do not modify or lessen any other rights of cancellation given in this Contract. Buyer should familiarize himself or herself with the other rights of cancellation as they are broader than those discussed above.

31. Modifications.

Seller encourages Buyer to have an attorney review this Contract. Seller, however, is not required to accept any modification to this Contract. If Buyer or Buyer's attorney submits any proposed modifications during the attorney review period, Seller will have the right to treat that as a rejection of the Contract and promptly terminate the Contract and return Buyer's deposit.

32. Real Estate Broker.

IF BUYER AND SELLER HAVE NOT BOTH SIGNED A COMPLETED REAL ESTATE BROKER RIDER, THEN BUYER REPRESENTS THAT BUYER WAS NOT INTRODUCED TO THE PROPERTY BY ANY BROKER OR SALESPERSON. SHOULD ANY BROKER, SALESPERSON OR OTHER PERSON ASSERT A CLAIM FOR A COMMISSION OR FEE, BUYER AGREES TO BE RESPONSIBLE FOR THAT COMMISSION OR FEE. BUYER FURTHER AGREES TO PAY SELLER'S ATTORNEY'S FEES IF SELLER IS SUED FOR ANY COMMISSION OR FEE.

33. Power of Attorney.

Buyer agrees that at the time of closing, Buyer will execute a power of attorney appointing Seller as Buyer's attorney-in-fact for the purposes of amending the Governing Documents without Buyer's prior consent if required by the title insurance company selected to insure title, a governmental or quasi-governmental agency, or as specifically provided for in the Governing Documents, so long as any such amendment does not reserve any additional special privileges to Seller under the Governing

Documents. Buyer acknowledges that this power of attorney is coupled with an interest in the subject matter.

34. Age Restrictions.
The Buyer understands and acknowledges that the permanent residents of each Home within the Community must include at least one person who is at least fifty-five (55) years of age and that no children under 19 years of age shall be permitted to permanently reside in the Home. Unless otherwise permitted by applicable laws, neither the Buyer nor any person(s) to whom the Buyer may sell, give or otherwise transfer the Home may occupy the Home unless and until the Age Restrictions set forth in Article IX of the Declaration of Covenants and Restrictions have been satisfied.

Buyers hereby warrant and represent that the initial permanent residents of the Home and their dates of birth are as follows:

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

34. Megan's Law Statement.
Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area.

In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information as may be disclosable to you.

35. Public Offering Statement.
THE BUYER ACKNOWLEDGES THAT PRIOR TO SIGNING THIS CONTRACT, THE SELLER PROVIDED THE BUYER WITH A COPY OF THE PUBLIC OFFERING STATEMENT FOR THE COMMUNITY AS CURRENTLY REGISTERED WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS.

The Seller and the Buyer agree to the terms of this Contract by signing below. If a party is a corporation, this Contract is signed by its proper corporate officers and its corporate seal is affixed.

NOTICE TO BUYER(S): YOU HAVE THE RIGHT TO CANCEL THIS CONTRACT BY SENDING OR DELIVERING WRITTEN NOTICE OF CANCELLATION TO THE SELLER BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE DAY ON WHICH IT IS EXECUTED. SUCH CANCELLATION IS WITHOUT PENALTY, AND ALL MONIES PAID SHALL BE PROMPTLY REFUNDED IN THEIR ENTIRETY.

BUYER(S):

_____ _____
Buyer Date

_____ _____
Buyer Date

SELLER:

D.R. HORTON, INC.-NEW JERSEY

By:_____ _____
Authorized Agent of Seller Date

Notice of Seller's Business Affiliations

TO: _____ PROPERTY: _____
[Homebuyer(s)]

FROM: D.R. HORTON, INC. – NEW JERSEY DATE: _____
[Seller]

This is to give you notice that **D.R. Horton, Inc. – New Jersey** has a business relationship with:

DHI MORTGAGE COMPANY, LTD.
700 East Gate Drive, Suite 115
Mount Laurel, NJ 08054

GRANDE TITLE AGENCY L.L.C.
185 W. White Horse Pike, Suite A
Berlin, NJ 08009

GRANDE REALTY
20 Gibson Place
Freehold, NJ 07728

The nature of this business relationship is that these companies are corporate affiliates, each being wholly or partially owned by, or by a subsidiary of, the same parent corporation. Because of this relationship, this referral may provide **D.R. Horton, Inc. – New Jersey** a financial or other benefit.

Set forth below is the estimated charge or range of charges by each company for settlement services listed. You are **NOT** required to use these companies as a condition of your purchase of the Property from **D.R. Horton, Inc. – New Jersey** or as a condition of your application for, or settlement of, a mortgage loan on the Property in connection with your purchase. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

DHI MORTGAGE COMPANY, LTD.	
Service	Charge or Range
Processing Fee: (Conventional Loans Only)	$350.00
GRANDE TITLE AGENCY L.L.C.	
Service	Charge or Range
Closing/Settlement Fee	$300.00-$325.00
Lender's Policy (if simultaneous issue with Owner's)	$25.00
Endorsements	$25.00 each
Examination Fee	$90.00
Patriot Name Search	$10.00
Notice of Settlement	$60.00

NOTE: A Good Faith Estimate of all settlement charges will be provided to you at or within three business days after loan application.

ACKNOWLEDGMENT:
I/we have read this disclosure form and understand that **D.R. HORTON, INC. – New Jersey** referring me/us to purchase the above-described settlement services from **DHI MORTGAGE COMPANY, LTD., GRANDE TITLE AGENCY L.L.C. AND GRANDE REALTY** and may receive a financial or other benefit as the result of this referral.

_____	_____
Homebuyer	Homebuyer
_____	_____
Homebuyer	Homebuyer