

EXHIBIT 4
SAMPLE DEED

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Prepared by: _____

DEED

THIS DEED is made this _____ day of _____ in the year 200____ between D.R. HORTON, INC. - NEW JERSEY, having an office at 20 Gibson Place, Freehold, New Jersey 07728, referred to in this document as "Grantor", and _____ residing or located at _____ referred to in this document as "Grantee". (The word "Grantee" includes all Grantees under this Deed.)

In return for the payment to the Grantor by the Grantee of _____ (\$ _____

_____)Dollars, the Grantor grants and conveys to the Grantee a certain Home, located in the Township of Egg Harbor, County of Atlantic and State of New Jersey, specifically described as follows: _____, situated in The Village Grande at English Mill (referred to in this Deed as the "Home").

The conveyance evidenced by this Deed is made under the provisions of and is subject to the Planned Real Estate Development Full Disclosure Act (N.J.S.A. 45:22A-21 et seq.), as amended, and any applicable regulations adopted under law. The conveyance evidenced by this Deed is also made in accordance with the terms, limitations, conditions, covenants, restrictions, easements, agreements, provisions and Exhibits set forth in that certain Declaration of Covenants and Restrictions for The Village Grande at English Mill recorded _____ in the office of

the Clerk of Burlington County in Deed Book ____ at Page ____ et seq., as the same may now or hereafter be lawfully amended.

The Home is now designated as Lot _____ in Block _____ on the municipal tax map of the Township of Egg Harbor (or as Account No. _____).

(check box if applicable) No property tax identification

number for the land is available at the time of this conveyance.

This Deed is also subject to all easements, terms, conditions, reservations, rights-of-way, air rights, covenants and other matters of record; all governmental statutes, ordinances and regulations, possible added assessments for the year of sale as set or levied under N.J.S.A. 54:4-63.1 et seq.; and all facts that an accurate survey of the Development may disclose.

This Deed entitles the Grantee to have and to hold for its proper use and benefit forever the Home and all it is subject to as described in this document.

The Grantor covenants that the Grantor has done nothing which encumbers or adversely affects title to the Home or the Property of the Development.

By the acceptance of this Deed, the Grantee consents to any future amendments or revisions of the Declaration or the By-Laws of The Village Grande at English Mill Homeowners Association, Inc. (referred to in this Deed as the "Governing Documents"), which may be required by the laws or governmental agencies of the State of New Jersey in connection with the sale of any property described in the Governing Documents; and/or by any title insurance company insuring title to any portion of the

Development at the Grantor's request; and/or by an Institutional Lender providing mortgage loans to owners.

If an amendment is required for any one of the reasons described above, then the Grantee expressly agrees that the Grantor is authorized, on behalf of the Grantee, to sign and record any document necessary to make the amendment effective. This authority is called a power of attorney, and the Grantor, in exercising this authority, is referred to as the Grantee's attorney-in-fact. By this Deed, the Grantee designates the Grantor as having this authority. This power of attorney will be binding upon anyone who claims an interest in the Home by or through the Grantee, such as a mortgagee, other lienholders, a purchaser, a tenant or someone with an interest acquired through a will or by operation of law. If an amendment is required for one of the reasons expressed, only the signature of the attorney-in-fact is required for the amendment to be effective. However, the Grantor may not exercise its authority as attorney-in-fact without a separate written consent of the Grantee if the amendment would adversely and materially affect the priority or validity of any Permitted First Mortgage or the value of any Home.

The Grantee declares and acknowledges that this power of attorney is coupled with an interest in the subject matter. The Grantee understands that the Grantor has caused the Governing Documents to be adopted, recorded and binding on the owners of all Homes in the Development for the mutual benefit of the owners of all Homes including the Grantor. The Grantor, as the offeror of the Homes in the Community, the initial seller of Homes and

the present owner of Homes has an interest in the Community and in the amendment of the Governing Documents under the circumstances described. For this reason, this power of attorney may not be revoked by the Grantee.

The power of attorney will be effective until the sale of the last Home in the ordinary course of business. This power of attorney shall not be affected by the death or disability of any principal.

The Grantor has received the full payment from the Grantee.

This Deed is signed by the Grantor's corporate officers and its corporate seal is affixed hereto on the date first mentioned above.

ATTEST: D.R. HORTON, INC. - NEW JERSEY, Grantor

_____, Secretary By: _____, President

WITNESS: _____ (L.S.) Grantee

_____ (L.S.) Grantee

_____ (L.S.) Grantee

CORPORATE PROOF BY THE SUBSCRIBING WITNESS

STATE OF NEW JERSEY)

) ss.:

COUNTY OF)

BE IT REMEMBERED, that on this _____ day of _____, 200____, before me the subscriber, the undersigned _____ authority, _____ personally appeared _____ who, being by me duly sworn on _____ oath, deposes and makes proof to my satisfaction that _____ is the Secretary of D.R. HORTON, INC. - NEW JERSEY, the corporation named in the within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness; and that the full and actual consideration paid or to be paid for the transfer of title or realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$_____.

Sworn to and subscribed
before me, the date aforesaid.

EXHIBIT 5

PROPOSED MANAGEMENT AGREEMENT

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WENTWORTH PROPERTY MANAGEMENT
Community Association Management Agreement

THIS AGREEMENT, made as of March 1, 2004, by and between **THE VILLAGE GRANDE AT ENGLISH MILL HOMEOWNERS ASSOCIATION**, (hereinafter the "Association") and **WENTWORTH PROPERTY MANAGEMENT CORPORATION**, (hereinafter "Agent")

WITNESSETH:

In consideration of the mutual promises, terms and conditions as specifically set forth below, the parties agree as follows:

1. APPOINTMENT.

1.01 Association hereby appoints Agent as managing agent for the community known as **THE VILLAGE GRANDE AT ENGLISH MILL HOMEOWNERS ASSOCIATION** and situated in Atlantic County, New Jersey, (hereinafter the "Property") subject to the terms and conditions hereinafter set forth.

1.02 Agent agrees to provide management services to and for the Association for the term of this agreement, subject to the terms and conditions hereinafter set forth.

2. TERM.

2.01 The term of this agreement shall be for a period of two (2) year(s), beginning as of the date of the first home closing and ending two years thereafter, provided that either party may terminate this agreement, without cause, by providing the other with written notice such that the termination is effective at the end of the following month.

3. SCOPE OF SERVICES.

3.01 The Association specifically empowers the Agent, and the Agent agrees to perform all of the services set forth in this paragraph (3) three.

3.02 FISCAL MANAGEMENT.

Agent shall assist the Association in matters relating to its fiscal management, including, without limitation, the following:

(a) **RECEIPTS.** Agent shall collect and, as appropriate, receipt for all assessments and other charges due to the Association from its members or otherwise from Association operations including all rental or other income from concessionaires, if any. All such payments shall be received by Association's lock box at the financial institution selected from time to time by Agent. All funds received shall be immediately deposited in one or more Bank accounts titled to the Association.

(b) **COLLECTIONS.** Agent shall take such action as is reasonable and necessary to collect any delinquent receivables due to Association, provided that any such action is in accordance with law and Association policy and practices, as provided for by the Master Deed, Bylaws or Rules and Regulations of the Association (hereinafter the "Governing Documents") or by the resolution of the governing body of the Association (hereinafter the "Board"). Collection activity shall include late notices and imposition of late fee charges, notice of delinquency, and referral to and coordination with legal counsel. Agent shall assist Association to review and revise collection policies and practices where appropriate.

(c) DELINQUENT ACCOUNTS. Agent is authorized to take reasonable steps for collection of delinquent accounts. The Agent is authorized to assess each delinquent account a late charge and a delinquent processing charge, along with other charges for collection and lien fees, reflective of the costs of collection, accounting, payment plan monitoring and legal proceedings. Agent shall be paid an administrative charge of \$75.00 for the processing of any accounts turned over to the Association's attorney for collection.

(d) DEPOSITORY ACCOUNTS. All funds of the Association in the control of Agent shall be held in one or more depository accounts or investment instruments in the name of the Association segregated from any other funds of Agent or otherwise.

(e) DISBURSEMENTS. From the available funds of the Association, Agent shall disburse funds for operations, capital and other budgeted, approved or emergency expenditures (including Agent's compensation) subject to the terms and conditions herein set forth.

(f) FINANCIAL RECORDS. Agent shall maintain the financial books and records of the Association, including all contracts, purchase orders, vouchers and receipted bills and such other information as may be reasonable or necessary in order to administer and account for the financial affairs of the Association.

(g) REPORTS. Agent shall submit to the designated representative(s) of the Board monthly financial reports, which may include (at the discretion of Association) (1) Cash Receipts and Disbursements Statement, (2) Profit and Loss Statement with Variance to Budget, (3) Balance Sheet, (4) Schedule of Aged Receivables, (5) Schedule of Open Payables, (6) Bank reconciliation, and (7) such other information as the Association may reasonably require (the "Financial Report"). Each Financial Report shall be completed and submitted to the designated representative(s) on or before the 20th day of the succeeding month.

(h) PRIOR PERIOD ACCOUNTS. For the purpose of accounting continuity, Agent shall input such financial information as is available to it respecting operations prior to Agent's tenure and otherwise use reasonable efforts to establish accurate opening period balances. Agent does not warrant the accuracy of any financial information that was not developed by Agent.

(i) BUDGET DEVELOPMENT. Except where the Association has adopted a contrary procedure, sixty (60) days prior to the end of Association's fiscal year Agent shall submit to Association a recommended "draft" operating budget for the next year (the draft "Budget"). The draft Budget shall be presented with such support and documentation as necessary to test the credibility and assumptions utilized by Agent in the development of the draft Budget.

(j) RESERVE FUNDING. Agent shall maintain Reserve funds as required by Association and shall undertake to advise Association respecting investment alternatives and reserve estimate updates.

(k) ACCOUNTANT COOPERATION. Agent shall cooperate with Association's Accountant(s) or auditor(s) in connection with the preparation of an independent financial statement or audit and in connection with the preparation and filing of any tax returns required to be filed by the Association.

3.03 CONTRACTS.

(a) Agent shall, subject to the direction of Association, negotiate, execute, and make payments pursuant to the approved terms of all contracts for goods or services required by the Association, including, without limitation, contracts for water, electricity, gas, telephone, maintenance contracts, HVAC systems, fuel oil, landscaping, professional services, and contracts pertaining to such other goods and services required by the Association.

(b) To the extent reasonably feasible, except as permitted or directed by the Association,

contracts for all amounts in excess of \$1,000.00 in the aggregate in any one year with any one third party shall be solicited in a competitive bidding process, with the Agent making a recommendation to the Association based on price and competence.

(c) Agent shall oversee the initiation and performance of all contracts and shall require vendor compliance with the terms and conditions thereof, including without limitation (1) provision of insurance certificates, (2) review of work quality, and (3) enforcement of warranties.

(d) Agent shall maintain uniform purchasing systems and procedures in order to conform to the policies established by Association, the terms and conditions hereof, and generally accepted accounting principles.

3.04 EMPLOYEES.

(a) On the basis of the Budget, job standards, and wage rates approved by the Association, Agent shall hire, pay, negotiate collective bargaining agreements with, supervise, and discharge managers, clerks, engineers, janitors, security, and other personnel as may be required to maintain and operate the Property.

(b) All such personnel shall be, at the option of Agent, employees of the Agent or employees of the Association; however, under either circumstance, except as set forth in Exhibit A, attached hereto and made a part hereof, the cost associated with such personnel shall be the Association's sole responsibility.

(c) Agent shall execute and file all tax returns and other instruments and do and perform all acts required as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Subtitle C of the Internal Revenue Code of 1954 and any applicable State tax act with respect to wages paid by the Agent, all at the expense of the Association.

(d) Association recognizes the importance and value of Agent's employees to their business and agrees to refrain from hiring, directly or indirectly, any person(s) who is or was employed by the Agent during the term of this agreement and for two years following the termination of this agreement without first obtaining written consent of Agent.

(e) All of Agent's employees are subject to periodic training, education and certification programs, designed to provide such personnel with information respecting new procedures and developments and to reinforce their skills and ability. Association shall cooperate with Agent and periodically excuse Agent's employees from responsibilities at the Property so that employees can attend such programs. Programs are scheduled so as to provide for minimum interference and continuity at work. Agent estimates that each employee shall be required to attend 40 hours of in-service programs each year.

3.05 INSURANCE.

(a) Agent shall assist the Association in procuring appropriate property and liability insurance, and such other coverage as may be necessary or desirable.

(b) Agent shall maintain records of all insurance coverage carried by the Association and assist the Association in reporting and investigating any accidents or claims for damage relating to the ownership, operation, or maintenance of the common elements of the Association, including any damage or destruction thereto.

(c) Agent shall assist the Association in responding to and taking such action to correct any noted deficiencies or violations contained in any report, citation, or other communication from any insurance underwriter, association of fire underwriters, federal, state or local agency.

3.06 COMMON ELEMENTS.

(a) Agent shall use its best efforts to maintain the Property, including all common elements and limited common elements of the buildings, appurtenances, and grounds, in accordance with appropriate standards of safety and maintenance consistent with the character and budget limitations of the Association.

(b) Agent will use its best efforts to establish and maintain such preventative maintenance regimes and inventory records as necessary in order to properly maintain the Property and personalty owned by the Association and situate therein.

(c) Agent shall conduct regular inspections of the Property, not less than once per month, in order to determine the condition of the Property, the adequacy of the care and maintenance thereof, and compliance with all Association's rules and regulations.

3.07 RULES AND REGULATIONS

(a) Agent shall assist the Board to adopt, maintain and enforce proper rules and regulations including architectural control issues.

(b) Agent will recommend action in the administration and enforcement of fines, legal action, etc., with regard to infractions of the rules and regulations and in accordance with Association's policies and procedures.

(c) Agent shall advise the Association respecting the laws and court decisions impacting on the enforcement of rules and regulations and shall proceed to enforce such rules and regulations in accordance with Association policies.

(d) Agent will receive, log and communicate all written complaints regarding violations of any covenant of the Association.

3.08 CAPITAL IMPROVEMENTS.

(a) Agent shall make such periodic recommendations as are necessary or appropriate to the Association with respect to capital improvements and reserves for capital improvements.

3.09 PROPERTY MANAGEMENT TEAM

(a) Agent shall designate one of its employees as the Community Manager for the Association. The Community Manager shall be the person primarily responsible for Agent's performance hereunder and shall be the primary contact and liaison between Agent and Association.

(b) The Community Manager shall be assisted and supported by Wentworth personnel including, without limitation, the Regional Vice President to whom the Community Manager reports, the Executive Vice President for Operations, the Vice President - Finance, staff accountants, bookkeepers and other accounting personnel, Wentworth's legal, construction and insurance specialists.

(c) In the event that the Community Manager is unavailable to perform required duties, Wentworth's senior management team shall intervene to insure continuity of services and resources.

3.10 ASSOCIATION COMMUNICATIONS.

(a) Agent shall assist the Association in maintaining necessary and appropriate communications with its members, including, without limitation, the provision of all notices required by the Governing Documents, information respecting the Association to new members, and response to all inquiries or complaints.

(b) Agent shall systematically log written inquiries, correspondence, and other matters reported to it by members, and shall maintain appropriate copies and records thereof.

(c) Agent shall maintain provisions for 24-hour access to the Agent for emergency services.

3.11 NON-FINANCIAL REPORTING.

(a) Agent shall communicate to the Association on a regular basis information respecting or pertaining to legislation, court decisions, tax rulings, financial practices, litigation, insurance matters, correspondence, title transfers, work in progress, rules and regulation infractions, site conditions, maintenance issues, and any other matter or material relating to the affairs or operations of the Association.

(b) In the event of an emergency condition, Agent shall report such condition to any officer of the Association as soon as possible.

3.12 MEETINGS

(a) Subject to the terms hereof, except in the event of matter beyond Agent's control, the Primary Community Manager shall attend all regular meetings of the Association and emergency meetings, when required, but not to exceed six (6) per annum.

(b) Agent shall assist the Association in the annual election meeting of the Association, including the preparation of all election material including proxies, ballots and notices.

(c) Agent shall distribute to Association's Board in advance of each meeting an agenda as established by Association, along with materials, which will support the facilitation of the meeting.

(d) Agent will attend six (6) meetings of the Board of Directors. Time in excess of two (2) hours per meeting or fraction thereof that lasts after 9:00pm shall be charge at a rate in accordance with Schedule A of this agreement. Agent will attend meetings scheduled Monday through Thursday, except holidays. Meetings held on days other than those identified herein, and that the Agent agrees to attend will be charged in accordance with Schedule A of this agreement.

3.13 RECORD KEEPING

(a) Agent shall retain a complete set of files and records where available respecting the Association including the following:

- a. Current Owner Listing
- b. Association Documents
- c. Amendments to the Declaration
- d. Rules and Regulations
- e. Policies and Resolutions

- f. Current Contracts
- g. Insurance Policies and Quotes
- h. Financial Statements
- i. Plot plans
- j. Specifications and Guidelines for Architectural Requests
- k. Minute Book
- l. Corporate seal
- m. Agendas
- n. Property/Equipment Inventory
- o. List of contractors
- p. Inspection reports
- q. Individual owner files

(b) The parties acknowledge that all such records and files shall be retained by Agent during the term of this agreement, provided that files that are more than three years old may be transferred to a storage facility and retained there at a charge to the Association.

(c) Agent shall use its best efforts to maintain all records and files of the Association in a safe and secure environment. The parties acknowledge, however, that Agent will not utilize fire resistant cabinets or facilities and files may be subject to loss or damage, for which Agent is not responsible.

4. LIMITATIONS ON AGENT'S RESPONSIBILITY AND AUTHORITY.

4.01 EXPENSE LIMIT

(a) In discharging its responsibilities pursuant to Paragraph 3 hereof, Agent shall not make any expenditure nor incur any non-recurring contractual obligation unless such expenditure is provided for in the Association's approved Budget or is specifically approved by Association, unless such expenditure is less than **\$500.00**, and with prior authorization by the Board of Directors.

(b) Notwithstanding the provisions above, Agent may exceed the **\$500.00** limitation, without consent of the Association in the event of an emergency, defined as a condition that involves a danger to person or property or may threaten the safety of any Association member(s) and/or community occupant(s), or may threaten the suspension of any necessary services to the Association or its facilities, including utilities. Agent will make reasonable effort to notify the President of the Board of Directors.

4.02 MAINTENANCE & REPAIRS

(a) Agent shall have no authority or obligation with respect to the maintenance or repair of any individual dwelling unit within the Property with the exception of emergency services or by mutual agreement.

(b) Agent shall have no authority to make any structural changes in or to the Association Property or to make any other major alterations or additions in any building or equipment herein except such emergency repairs as may be required because of danger of life or property or which are immediately necessary for the preservation and safety of the Association or its members or occupants.

(c) Agent is not responsible for compliance by the Association with requirements of any ordinance, law, rules or regulations (including those relating to the use, maintenance and disposal of solid, liquid and gaseous waste) of any County, State or Federal Government, or any agency or authority thereof, except to notify the Association promptly or forward to the Association promptly, any complaints, warnings, notices or summons received by it relating to such matters.

(d) Agent may advise and consult with Association respecting its mechanical systems; however Agent shall not be an operator of or otherwise in control of or charged with the maintenance of any system which utilizes fuels, substances or materials that, if handled improperly, could create an environmental impact. If necessary Association shall hire or retain independent professionals to operate or maintain such systems.

4.03 EXCLUDED SERVICES.

(a) Agent is devoted to provide Association with such advice, administration and assistance as it may require with respect to the operation of the Association's property and business. Certain requested activities may, however, require extraordinary time commitments outside the scope of the parties' reasonable intentions. Such services include, but are not limited to the following:

- A. Litigation support (including court appearances and preparation therefore)
- B. Insurance claim administration on cases involving property damage and personal injury items covered under the association's policy. Administrative charges by the Managing Agent under this provision are charges incurred after the initial claim filing and shall accordingly be submitted with the claim.
- C. Any capital projects which would require the complete attention of the manager or management staff.
- D. Wholesale revisions of Association documents.
- E. Processing, supervision and negotiation respecting warranty claims resulting from work preformed prior to the inception of a management relationship with Agent.

(a) Should Agent provide direct supervision of major construction or capital project(s) at the request of the Board, Agent shall receive a fee equal to ten (10%) percent of the project expense.

(b) In the event of an insurance claim, Agent shall receive a fee equal to 10% of the insurance proceeds for assistance in the administration and adjustment of the claim and reconstruction.

- F. Consulting and administering requirements of the FHA, Fannie Mae and other approvals needed for financing.
- G. Publication of Association's newsletter.

(b) Should Association request and Managing Agent agree to provide additional or expanded services beyond the services outlined in the Agreement, unless otherwise agreed by the parties, the fee for such shall be charged at an hourly rate of not less than \$55 and not more than \$100 depending on the nature of services required.

(c) Should Association and Managing Agent agree to provide construction coordination services, unless otherwise agreed, Managing Agent shall receive a fee equal to 10% of the total project cost.

(d) Should Association utilize an affiliate of Agent to provide any construction or maintenance services, the charges shall be as negotiated by the parties or otherwise as set forth in Exhibit A. Agent shall not charge any supervision fee as set forth in Paragraph (c) above.

5. ASSOCIATION INDEMNIFICATION.

5.01 AGENCY

(a) Association acknowledges that Agent is acting solely as an agent for the Association and, accordingly, any expenses or liabilities incurred by Agent hereunder, whether in its name or that of the Association, shall be the obligation of Association and not that of Agent.

5.02 INDEMNIFICATION

(a) Except for negligence, gross negligence or willful misconduct, Agent shall not be liable to the Association for any loss or damages incurred in connection with its performance hereunder.

(b) To the extent of the Association's insurance coverage as required herein, the Association will and does hereby indemnify, defend and forever hold harmless Agent, its employees and representatives, from and against any liability, damages, costs, expenses or claims incurred or sustained (including reasonable attorney's fees) in connection with any injury to person or property, or from any matter whatsoever arising from or in connection with Agent's performance of services hereunder.

5.03 ASSOCIATION INSURANCE

(a) Association will maintain liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00), workers compensation insurance, and such other insurance as necessary or appropriate, all acceptable to Agent, which shall name Agent as an additional insured. Association will provide Agent with a Certificate evidencing such insurance within ten (10) days of the date hereof, and each year thereafter, and such certificate shall provide that insurance may not be terminated without notice to Agent.

6. COMPENSATION.

6.01 BASE COMPENSATION

(a) Association shall pay Agent as compensation for its services hereunder the monthly sum in accordance to Exhibit A, Section 1 (Agent's Fee) payable on the first of each month during the first twelve months of this AGREEMENT (hereinafter "Base Compensation"). The Base Compensation shall be superseded by the adoption of a new annual association budget indicating an adjusted base fee for management services. Adoption of the annual budget by the Association's Board of Directors shall constitute an approval of a Base Compensation change under this agreement, but in no event shall the base fee be less than stated above

6.02 ADDITIONAL COMPENSATION

(a) In addition to the Base Compensation, should the Association require Agent to perform services in addition to those set forth herein, Association's shall pay agent in accordance with the provision set forth in paragraph 4.03 hereof.

(b) Association shall promptly reimburse Agent for (1) all costs associated with any approved Payroll pursuant to paragraph 3.04 directly allocable to the Association, including payroll taxes, workers compensation insurance and like obligations, (2) all direct postage, dedicated fax and long distance charges, stationary and check stock, and other charges set forth in Exhibit A hereof, and (3) any advances made by Agent for the benefit of the Association. The Association will reimburse these routine expenses to the managing Agent as identified in the attached Exhibit "A".

(c) Association acknowledges that affiliates of Agent may receive compensation from the Association for services rendered. Affiliates include Worthmore Maintenance & Construction Co., Worthington Insurance and First Service Financial, Inc. (FFI). FFI aggregates the purchasing resources of more than 1,700 community associations (containing more than 300,000 homes) located throughout the United States. FFI will provide lockbox services to the Association, and may make available insurance and other financial services and products, including access to its national preferred vendor program. FFI services are provided at no cost to Agent or the Association, however, FFI receives fees from the vendors it utilizes to cover its administrative expenses.

(d) Association acknowledges that it is Agent's practice to charge a handling fee directly to homeowners for researching, completing and providing resale and refinance surveys, financing questionnaires and certifications. In order to properly respond to such requests, Agent processes such requests through a separate department whose trained personnel respond with timely and accurate information.

7. TERMINATION AND RENEWAL.

7.01 TERMINATION

(a) This AGREEMENT shall be for the term as set forth in paragraph two (2) provided that the term shall be deemed to have renewed for an additional one year period and successive one year periods thereafter, unless either party provides the other with written notice such that the termination is effective at the end of the next month.

(b) This agreement may be terminated by the Association in the event Managing Agent is found to be in default of this Agreement and Managing Agent fails to cure the default as provided herein. In the event of a default, the Association, through its Board, shall notify Managing Agent in writing of the default, and Managing Agent shall have fifteen (15) days to cure the default. In the event Managing Agent fails to cure the default, the Association may terminate this Agreement, and the termination shall be effective immediately upon receipt of such notice by Managing Agent.

(c) Upon notice of termination, the Agent shall prepare for an orderly transition of responsibilities and records in accordance with the instructions of the Association. Within 15 days from the date of notice of termination, Agent shall make available to the Association for inspection all books and records of the Association in Agent's possession, which material shall be available for turnover to the Association as of the Termination Date. The Association shall bear the cost associated with photocopying material required to be retained by Agent.

(d) As of the date of termination, all sums due to Agent and all contractors, vendors, or other service agents procured by Agent on behalf of the Association shall be paid in full. In the event that there are insufficient funds to fully discharge all such liabilities, the Termination Date may, at the option of Agent, be extended until such funds are available. In the event that the Association disputes any such bills or charges, sufficient funds of the Association shall be deposited in an Escrow Account established in the joint control of the Association and Agent, pending resolution of the dispute. The Association agrees to bear full responsibility to the Provider of such goods or services and shall bear full responsibility for the cost of litigation resulting therefrom, if any.

(e) From and after the notice of termination, Agent shall not incur any expenses or obligations on behalf of Association unless in accordance with the specific written directive of the Association, except payments or reimbursements for previously approved bills.

(f) Agent shall, at no cost to the Association, prepare a final detailed accounting as of the Termination Date, which accounting shall be provided to the Association, together with any unclaimed books and records of the Association, as soon as practical but in any case no later than 45 days after the Termination Date, and thereafter the Agent agrees to cooperate with the Association's auditors regarding their financial and tax audits.

(g) Association acknowledges the value of Agent's employees and agrees to refrain from hiring or contracting with any of Agent's employees, affiliates or principals for a period of two years from the Termination Date.

(h) The revisions of paragraph 5 hereof shall survive termination.

8. AGENT'S INSURANCE

8.01 Agent shall maintain such insurance as is appropriate including without limitation, General Liability insurance, Workman's Compensation insurance, Employee Dishonesty Coverage, and Errors and Omissions insurance. Agent shall provide Association with suitable evidence of such insurance.

9. MISCELLANEOUS PROVISIONS

9.01 SIGNS

(a) Agent reserves the right to affix an (8" x 20") "Professionally Managed by" sign to the existing Association's sign(s). Said signs shall conform to the Association's architectural standards and colors.

9.02 ASSOCIATION'S AUTHORITY

(a) Agent shall take its direction from the Board, Council or other governing body of the Association, acting pursuant to the authority conferred upon it by the Master Deed, Declaration or other documents respecting the governance of the Association.

(b) The Association shall designate, from time to time, one officer of its governing body to act as liaison to Agent (the "Management Liaison"). Agent may rely upon any instructions, statements or approvals communicated to Agent verbally or in writing by Management Liaison, as if the same had been affected by a resolution of the Association's governing body.

9.03 BINDING EFFECT

(a) This Agreement shall inure to the benefit of and constitute a binding obligation upon the parties hereto, their successors and assigns.

(b) This Agreement shall constitute the entire Agreement among the contracting parties and no variance or modification thereof shall be valid and enforceable except in writing. Any subsequent change in this agreement, which might alter the Managing Agent's responsibilities or rights, as defined in this agreement, shall require prior approval by Agent. Should any part, term or provision of this Agreement be declared or decided by any court to be invalid or in conflict with the law, the validity of the remaining portion, terms or provisions, shall not be affected thereby, and the remainder of the Agreement shall continue in full force and effect.

9.04 GOVERNING LAW

(a) This AGREEMENT shall be governed by the laws of the State of New Jersey.

9.05 NOTICES

(a) All notices required hereunder shall be effective if delivered by certified or register mail, delivered as follows:

(a) If to Agent:
Michael A. Mendillo, President & CEO
Wentworth Property Management of NJ
100 Highway 36, Suite 1A, W. Long Branch, NJ 07764

(b) If to Association:
The Village Grande at English Mill Homeowners Association
Attn.: President and Secretary

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

For: **VILLAGE GRANDE AT ENGLISH MILL HOMEOWNERS ASSOCIATION**

President Date

ATTEST Date

By: **WENTWORTH PROPERTY MANAGEMENT CORPORATION**

Michael A. Mendillo, President & CEO Date

ATTEST Date

EXHIBIT A

1. AGENT'S FEE:

Phase I

Initial 253 homes

Off-site portfolio management

Total management fee shall be the greater of \$18.00 per closed home per month, or \$750.00 per month.

Phase II

At such time that the Club House facility is completed and in accordance with the number of units sold – Wentworth shall designate a full-time Manager and full-time Activities Director. In addition, at the discretion of the Association – a part-time administrative assistant shall also be assigned to on-site management office.

The Association in accordance with the management proposal and the approved budget shall pay all costs associated with the on-site management personnel.

Total management fee during Phase II shall be equal to \$2,500.00 per month, or \$8.50 per completed unit per month, whichever is greater.

2. REIMBURSABLE EXPENSES:

In addition to the management fee provided in Paragraph 6.01 of the Agreement, Association agrees to reimburse Agent for expenses incurred as follows:

Coupon books - Direct Expense - not less than \$2.50 per book

Computer labels - Direct Expense not less than \$15.00 per mailing

Bank charges including lockbox fee - Direct Expense

Copy charge - \$.25 per copy

Envelopes - Direct expense not less than \$.15 each

Postage – Direct expense

Fax - \$1.00 per page

Long Distance phone calls - cost + 25%

Processing Returned Checks - \$25 per check plus bank charges

Computer Checks - \$.25 per check

Payroll Processing Fee – Greater of 7% of gross payroll or \$10 per check

3. **NEW CONSTRUCTION/NEW SETTLEMENT FEE:** In addition to the compensation outlined above, the Managing Agent shall receive an initial processing fee of twenty-five (\$25.00) dollars for each new settlement in new construction communities.

5. ASSOCIATION SHALL PAY AGENT COMPENSATION AS FOLLOWS:

Principals - \$150 per hour, Regional Manager/Director - \$125 per hour, Property Management - \$75 per hour, and clerical personnel - \$35 per hour for services performed on behalf of the Association outside the normal course of operations or outside the parameters of this agreement. Agent will advise Association of any unusual event which may result in the above fees being charged to Association.

Acknowledgement of Exhibit A

EXHIBIT 6

FLOOD CERTIFICATION OF CHARLES JONES, L.L.C.

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FEDERAL EMERGENCY MANAGEMENT AGENCY
STANDARD FLOOD HAZARD DETERMINATION

Adapted from FEMA
 Form 81-93 Oct 02

O.M.B. No. 3067-0264
 Expires October 31, 2005

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS THE PROPOSED LENDER	2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS (Legal Description may be attached) Owner: N/A Address Supplied: N/A EGG HARBOR, NJ 08000 BLOCK: 3302 LOT: 10 QUALIFIER:	Address Found: 24 HIGH SCHOOL DRIVE EGG HARBOR NJ 08234 BLOCK: 3302 LOT: 10 QUALIFIER: NA
3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED \$

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name EGG HARBOR TOWNSHIP	2. County(ies) ATLANTIC	3. State NJ	4. NFIP Community Number 340007
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B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A") 340007 0008 B	2. NFIP Map Panel Effective/ Revised Date 16-FEB-1983	3. LOMALOMR <input type="checkbox"/> yes _____ Date	4. Flood Zone A PARTIAL	5. No NFIP Map
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C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

Federal Flood insurance is available (community participates in NFIP).
 Regular Program
 Emergency Program of NFIP

Federal Flood insurance is not available because community is not participating in the NFIP.

Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood insurance may not be available.

CBRA/OPA designation date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")?

YES NO
 PROPERTY IS PARTIALLY AFFECTED BY SPECIAL FLOOD HAZARD / NEEDS SURVEY.

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
 If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

E. COMMENTS (Optional): Base Flood Elevation: UNDETERMINED

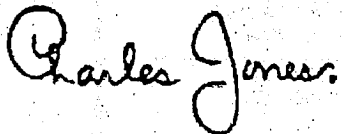
Note: OPEN SPACE

CHARLES JONES, LLC CERTIFIES THIS DETERMINATION TO THE PROPOSED LENDER FOR THE SOLE PURPOSE OF ITS COMPLYING WITH THE FLOOD DISASTER PROTECTION ACT OF 1973.

Requested by: Customer Name: D R HORTON INC - NJ
 Attention: MITCH NEWMAN / DON M PEPE, ESQ
 Address: ATTN: MITCH NEWMAN 20 GIBSON PL FREEHOLD, NJ 07728-
 Customer Reference: ENGLISH MILL

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender)  Charles Jones, LLC P.O. Box 8488 Trenton, NJ 08650-0488 www.charlesjones.com	Date of Determination 15-APR-2004 Search Number FL04-106-1311
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SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS THE PROPOSED LENDER		2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS (Legal Description may be attached) Owner: N/A Address Supplied: N/A EGG HARBOR, NJ 00000 BLOCK: 3326 LOT: 1 QUALIFIER:		Address Found: N/A EGG HARBOR NJ BLOCK: 3326 LOT: 1 QUALIFIER: NA	
3. LENDER ID. NO.		4. LOAN IDENTIFIER		5. AMOUNT OF FLOOD INSURANCE REQUIRED \$	

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name EGG HARBOR TOWNSHIP	2. County(ies) ATLANTIC	3. State NJ	4. NFIP Community Number 340007
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B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A") 340007 0008 B	2. NFIP Map Panel Effective/ Revised Date 16-FEB-1983	3. LOMA/LOMR <input type="checkbox"/> yes _____ Date	4. Flood Zone A PARTIAL	5. No NFIP Map
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C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

Federal Flood Insurance is available (community participates in NFIP) Regular Program Emergency Program of NFIP
 Federal Flood Insurance is not available because community is not participating in the NFIP.
 Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood insurance may not be available.
 CBRA/OPA designation date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")?

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
 If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

YES NO
 PROPERTY IS PARTIALLY AFFECTED BY SPECIAL FLOOD HAZARD / NEEDS SURVEY

E. COMMENTS (Optional): Base Flood Elevation: UNDETERMINED

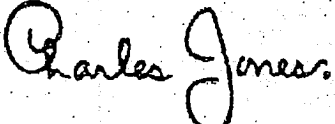
Note: OPEN SPACE

CHARLES JONES, LLC CERTIFIES THIS DETERMINATION TO THE PROPOSED LENDER FOR THE SOLE PURPOSE OF ITS COMPLYING WITH THE FLOOD DISASTER PROTECTION ACT OF 1973.

Requested by: Customer Name: D R HORTON INC - NJ
 Attention: MITCH NEWMAN / DON M PEPE, ESQ
 Address: ATTN: MITCH NEWMAN 20 GIBSON PL FREEHOLD, NJ 07728-
 Customer Reference: ENGLISH MILL

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender)	Date of Determination
 Charles Jones, LLC P.O. Box 8488 Trenton, NJ 08650-0488 www.charlesjones.com	15-APR-2004
	Search Number FL04-106-1333

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS THE PROPOSED LENDER	2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS <i>(Legal Description may be attached)</i> Owner: N/A Address Supplied: N/A EGG HARBOR, NJ 00000 BLOCK: 3323 LOT: 101 THRU 174 QUALIFIER:	Address Found: N/A EGG HARBOR NJ BLOCK: 3323 LOT: 101 THRU 174 QUALIFIER: NA
3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED \$

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name	2. County(ies)	3. State	4. NFIP Community Number
EGG HARBOR TOWNSHIP	ATLANTIC	NJ	340007

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A")	2. NFIP Map Panel Effective/ Revised Date	3. LOMA/LOMR <input type="checkbox"/> yes _____ Date	4. Flood Zone	5. No NFIP Map
340007 0008 B	16-FEB-1983	<input type="checkbox"/> yes _____ Date	C	

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

Federal Flood insurance is available (community participates in NFIP).
 Federal Flood insurance is not available because community is not participating in the NFIP.
 Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood Insurance may not be available.

Regular Program Emergency Program of NFIP

CBRA/OPA designation date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")?

YES NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
 If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

E. COMMENTS (Optional):

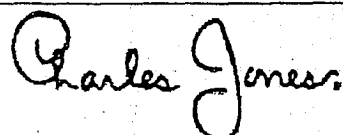
CHARLES JONES, LLC CERTIFIES THIS DETERMINATION TO THE PROPOSED LENDER FOR THE SOLE PURPOSE OF ITS COMPLYING WITH THE FLOOD DISASTER PROTECTION ACT OF 1973.

Requested by: Customer Name: D R HORTON INC - NJ
 Attention: MITCH NEWMAN / DON M PEPE, ESQ
 Address: ATTN: MITCH NEWMAN 20 GIBSON PL FREEHOLD, NJ
 07728-

Customer Reference: ENGLISH MILL

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender)  Charles Jones, LLC P.O. Box 8488 Trenton, NJ 08650-0488 www.charlesjones.com	Date of Determination 15-APR-2004 Search Number FL04-106-1330
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SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS THE PROPOSED LENDER	2. COLLATERAL (Building/Mobile Home/Personal Property) : PROPERTY ADDRESS (Legal Description may be attached) Owner: N/A Address Supplied: N/A EGG HARBOR, NJ 00000 BLOCK: 3324 LOT: 1 THRU 73 QUALIFIER:	3. PROPERTY ADDRESS Address Found: N/A EGG HARBOR NJ BLOCK: 3324 LOT: 1 THRU 73 QUALIFIER: NA
3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED \$

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name EGG HARBOR TOWNSHIP	2. County(ies) ATLANTIC	3. State NJ	4. NFIP Community Number 340007
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B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A") 340007 0008 B	2. NFIP Map Panel Effective/ Revised Date 16-FEB-1983	3. LOMA/LOMR <input type="checkbox"/> yes _____ Date	4. Flood Zone C	5. No NFIP Map
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C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

Federal Flood insurance is available (community participates in NFIP).
 Regular Program
 Emergency Program of NFIP

Federal Flood insurance is not available because community is not participating in the NFIP.

Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood insurance may not be available.

CBRA/OPA designation date: _____

D. DETERMINATION

**IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA
 (ZONES CONTAINING THE LETTERS "A" OR "V")?**

YES NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
 If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

E. COMMENTS (Optional):

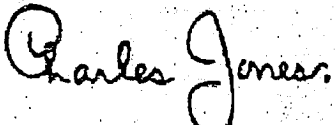
CHARLES JONES, LLC CERTIFIES THIS DETERMINATION TO THE PROPOSED LENDER FOR THE SOLE PURPOSE OF ITS COMPLYING WITH THE FLOOD DISASTER PROTECTION ACT OF 1973.

Requested by: Customer Name: D R HORTON INC - NJ
 Attention: MITCH NEWMAN / DON M PEPE, ESQ
 Address: ATTN: MITCH NEWMAN 20 GIBSON PL FREEHOLD, NJ
 07728

Customer Reference:
 ENGLISH MILL

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (if other than Lender)  Charles Jones, LLC P.O. Box 8488 Trenton, NJ 08650-0488 www.charlesjones.com	Date of Determination 15-APR-2004 Search Number FL04-106-1331
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FEDERAL EMERGENCY MANAGEMENT AGENCY
STANDARD FLOOD HAZARD DETERMINATION

Adapted from FEMA
 Form 81-93 Oct 02

O.M.B. No. 3067-0264
 Expires October 31, 2005

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS THE PROPOSED LENDER	2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS <i>(Legal Description may be attached).</i>	
	Owner: N/A Address Supplied: N/A EGG HARBOR, NJ 00000 BLOCK: 3325 LOT: 1 THRU 35 QUALIFIER:	Address Found: N/A EGG HARBOR NJ BLOCK: 3325 LOT: 1 THRU 35 QUALIFIER: NA
3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED \$

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name	2. County(ies)	3. State	4. NFIP Community Number
EGG HARBOR TOWNSHIP	ATLANTIC	NJ	340007

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A")	2. NFIP Map Panel Effective/ Revised Date	3. LOMA/LOMR <input type="checkbox"/> yes Date	4. Flood Zone	5. No NFIP Map
340007 0008.B	16-FEB-1983	<input type="checkbox"/> yes Date	C	

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

Federal Flood insurance is available (community participates in NFIP). Regular Program Emergency Program of NFIP

Federal Flood insurance is not available because community is not participating in the NFIP.

Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood Insurance may not be available.

CBRA/OPA designation date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? YES NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
 If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

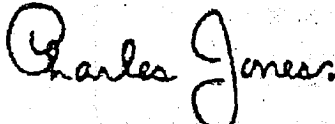
E. COMMENTS (Optional):

CHARLES JONES, LLC CERTIFIES THIS DETERMINATION TO THE PROPOSED LENDER FOR THE SOLE PURPOSE OF ITS COMPLYING WITH THE FLOOD DISASTER PROTECTION ACT OF 1973.

Requested by: Customer Name: D R HORTON INC - NJ
 Attention: MITCH NEWMAN / DON M PEPE, ESQ
 Address: ATTN: MITCH NEWMAN 20 GIBSON PL FREEHOLD, NJ
 07728-
 Customer Reference: ENGLISH MILL

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (if other than Lender)	Date of Determination
 Charles Jones, LLC P.O. Box 8488 Trenton, NJ 08650-0488 www.charlesjones.com	15-APR-2004
	Search Number FL04-106-1332

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS THE PROPOSED LENDER	2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS (Legal Description may be attached) Owner: N/A Address Supplied: N/A EGG HARBOR, NJ 00000 BLOCK: 3326 LOT: 2 THRU 28 QUALIFIER:	2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS Address Found: N/A EGG HARBOR NJ BLOCK: 3326 LOT: 2 THRU 28 QUALIFIER: NA
3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED \$

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name EGG HARBOR TOWNSHIP	2. County(ies) ATLANTIC	3. State NJ	4. NFIP Community Number 340007
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B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A") 340007 0008 B	2. NFIP Map Panel Effective/ Revised Date 16-FEB-1983	3. LOMA/LOMR <input type="checkbox"/> yes _____ Date	4. Flood Zone C	5. No NFIP Map
--	--	---	------------------------	----------------

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

Federal Flood insurance is available (community participates in NFIP)
 Regular Program
 Emergency Program of NFIP
 Federal Flood insurance is not available because community is not participating in the NFIP.
 Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood insurance may not be available.
 CBRA/OPA designation date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")?

YES NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
 If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

E. COMMENTS (Optional):

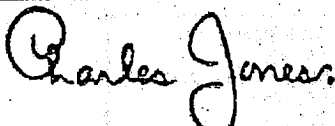
CHARLES JONES, LLC CERTIFIES THIS DETERMINATION TO THE PROPOSED LENDER FOR THE SOLE PURPOSE OF ITS COMPLYING WITH THE FLOOD DISASTER PROTECTION ACT OF 1973.

Requested by: Customer Name: D R HORTON INC - NJ
 Attention: MITCH NEWMAN / DON M PEPE, ESQ
 Address: ATTN: MITCH NEWMAN 20 GIBSON PL FREEHOLD, NJ
 07728-

Customer Reference:
 ENGLISH MILL

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (if other than Lender)  Charles Jones, LLC P.O. Box 8488 Trenton, NJ 08650-0488 www.charlesjones.com	Date of Determination 15-APR-2004 Search Number FL04-106-1335
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FEDERAL EMERGENCY MANAGEMENT AGENCY
STANDARD FLOOD HAZARD DETERMINATION

Adapted from FEMA
 Form 81-93 Oct 02

O.M.B. No. 3067-0264
 Expires October 31, 2005

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS THE PROPOSED LENDER		2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS (Legal Description may be attached) Owner: N/A Address Supplied: N/A EGG HARBOR, NJ 00000 BLOCK: 3315 LOT: 1 THRU 13 QUALIFIER:		Address Found: N/A EGG HARBOR NJ BLOCK: 3315 LOT: 1 THRU 13 QUALIFIER: NA	
3. LENDER ID. NO.		4. LOAN IDENTIFIER		5. AMOUNT OF FLOOD INSURANCE REQUIRED \$	

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name EGG HARBOR TOWNSHIP	2. County(ies) ATLANTIC	3. State NJ	4. NFIP Community Number 340007
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B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A") 340007 0008 B	2. NFIP Map Panel Effective/ Revised Date 16-FEB-1983	3. LOMA/LOMR <input type="checkbox"/> yes _____ Date	4. Flood Zone C	5. No NFIP Map
--	--	---	------------------------	----------------

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

Federal Flood insurance is available. (community participates in NFIP). Regular Program Emergency Program of NFIP

Federal Flood insurance is not available because community is not participating in the NFIP.

Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood Insurance may not be available.

CBRA/OPA designation date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? YES NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
 If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

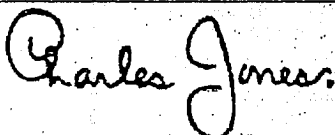
E. COMMENTS (Optional):

CHARLES JONES, LLC CERTIFIES THIS DETERMINATION TO THE PROPOSED LENDER FOR THE SOLE PURPOSE OF ITS COMPLYING WITH THE FLOOD DISASTER PROTECTION ACT OF 1973.

Requested by: Customer Name: D R HORTON INC. - NJ
 Attention: MITCH NEWMAN / DON M PEPE, ESQ
 Address: ATTN: MITCH NEWMAN 20 GIBSON PL FREEHOLD, NJ 07728-
 Customer Reference: ENGLISH MILL

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender)	Date of Determination
 Charles Jones, LLC P.O. Box 8488 Trenton, NJ 08650-0488 www.charlesjones.com	15-APR-2004
	Search Number FL04-106-1323

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS THE PROPOSED LENDER	2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS <i>(Legal Description may be attached)</i> Owner: N/A Address Supplied: N/A EGG HARBOR, NJ 00000 BLOCK: 3316 LOT: 1 THRU 20 QUALIFIER:	2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS Address Found: N/A EGG HARBOR NJ BLOCK: 3316 LOT: 1 THRU 20 QUALIFIER: NA
3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED \$

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name	2. County(ies)	3. State	4. NFIP Community Number
EGG HARBOR TOWNSHIP	ATLANTIC	NJ	340007

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A")	2. NFIP Map Panel Effective/ Revised Date	3. LOMA/LOMR <input type="checkbox"/> yes Date	4. Flood Zone C	5. No NFIP Map
340007 0008 B	16-FEB-1983			

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

- Federal Flood insurance is available (community participates in NFIP) Regular Program Emergency Program of NFIP
 Federal Flood insurance is not available because community is not participating in the NFIP.
 Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood insurance may not be available.

CBRA/OPA designation date: _____

D. DETERMINATION

**IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA
 (ZONES CONTAINING THE LETTERS "A" OR "V")?**

YES NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
 If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

E. COMMENTS (Optional):

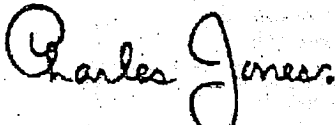
CHARLES JONES, LLC CERTIFIES THIS DETERMINATION TO THE PROPOSED LENDER FOR THE SOLE PURPOSE OF ITS COMPLYING WITH THE FLOOD DISASTER PROTECTION ACT OF 1973.

Requested by: Customer Name: D R HORTON INC - NJ
 Attention: MITCH NEWMAN / DON M PEPE, ESQ
 Address: ATTN: MITCH NEWMAN 20 GIBSON PL FREEHOLD, NJ
 07728-

Customer Reference:
 ENGLISH MILL

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (if other than Lender)  Charles Jones, LLC P.O. Box 8488 Trenton, NJ 08650-0488 www.charlesjones.com	Date of Determination 15-APR-2004
	Search Number FLD4-106-1324

FEDERAL EMERGENCY MANAGEMENT AGENCY
STANDARD FLOOD HAZARD DETERMINATION

Adapted from FEMA
 Form 81-93 Oct-02

O.M.B. No. 3067-0264
 Expires October 31, 2005

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS THE PROPOSED LENDER	2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS (Legal Description may be attached) Owner: N/A Address Supplied: N/A EGG HARBOR, NJ 00000 BLOCK: 3317 LOT: 1 THRU 25 QUALIFIER:	Address Found: N/A EGG HARBOR NJ BLOCK: 3317 LOT: 1 THRU 25 QUALIFIER: NA
3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED \$

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name	2. County(ies)	3. State	4. NFIP Community Number
EGG HARBOR TOWNSHIP	ATLANTIC	NJ	340007

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A")	2. NFIP Map Panel Effective/ Revised Date	3. LOMA/LOMR	4. Flood Zone	5. No NFIP Map
340007 0008 B	16-FEB-1983	<input type="checkbox"/> yes _____ Date	C	

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

Federal Flood insurance is available (community participates in NFIP).
 Regular Program
 Emergency Program of NFIP

Federal Flood insurance is not available because community is not participating in the NFIP.

Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood insurance may not be available.

CBRA/OPA designation date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")?

YES NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
 If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

E. COMMENTS (Optional):

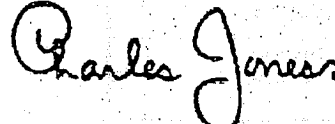
CHARLES JONES, LLC CERTIFIES THIS DETERMINATION TO THE PROPOSED LENDER FOR THE SOLE PURPOSE OF ITS COMPLYING WITH THE FLOOD DISASTER PROTECTION ACT OF 1973.

Requested by: Customer Name: D R HORTON INC - NJ
 Attention: MITCH NEWMAN / DON M PEPE, ESQ
 Address: ATTN: MITCH NEWMAN 20 GIBSON PL FREEHOLD, NJ 07728-

Customer Reference: ENGLISH MILL

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender)  Charles Jones, LLC P.O. Box 8488 Trenton, NJ 08650-0488 www.charlesjones.com	Date of Determination 15-APR-2004 Search Number FL04-106-1325
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SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS THE PROPOSED LENDER	2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS <i>(Legal Description may be attached)</i> Owner: N/A Address Supplied: N/A EGG HARBOR, NJ 00000 BLOCK: 3318 LOT: 1 THRU 32 QUALIFIER:		Address Found: N/A EGG HARBOR NJ BLOCK: 3318 LOT: 1 THRU 32 QUALIFIER: NA
	3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED \$

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name	2. County(ies)	3. State	4. NFIP Community Number
EGG HARBOR TOWNSHIP	ATLANTIC	NJ	340007

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A")	2. NFIP Map Panel Effective/ Revised Date	3. LOMA/LOMR <input type="checkbox"/> yes _____ Date	4. Flood Zone C	5. No NFIP Map
340007 0008 B	16-FEB-1983			

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

- Federal Flood insurance is available. *(community participates in NFIP).*
- Federal Flood insurance is not available because community is not participating in the NFIP.
- Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood insurance may not be available.

Regular Program Emergency Program of NFIP

CBRA/OPA designation date: _____

D. DETERMINATION

**IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA
 (ZONES CONTAINING THE LETTERS "A" OR "V")?**

YES NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
 If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

E. COMMENTS (Optional):

CHARLES JONES, LLC CERTIFIES THIS DETERMINATION TO THE PROPOSED LENDER FOR THE SOLE PURPOSE OF ITS COMPLYING WITH THE FLOOD DISASTER PROTECTION ACT OF 1973.

Requested by: Customer Name: D R HORTON INC - NJ
 Attention: MITCH NEWMAN / DON M PEPE, ESQ
 Address: ATTN: MITCH NEWMAN 20 GIBSON PL FREEHOLD, NJ
 07728-

Customer Reference:
 ENGLISH MILL

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER *(If other than Lender)*


 Charles Jones, LLC
 P.O. Box 8488
 Trenton, NJ 08650-0488
 www.charlesjones.com

Date of Determination
 15-APR-2004

Search Number
 FL04-106-1326

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS THE PROPOSED LENDER	2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS <i>(Legal Description may be attached)</i> Owner: N/A Address Supplied: N/A EGG HARBOR, NJ 00000 BLOCK: 3319 LOT: 1 THRU 11 QUALIFIER:	Address Found: N/A EGG HARBOR NJ BLOCK: 3319 LOT: 1 THRU 11 QUALIFIER: NA
3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED \$

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name EGG HARBOR TOWNSHIP	2. County(ies) ATLANTIC	3. State NJ	4. NFIP Community Number 340007
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B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A") 340007 0008 B	2. NFIP Map Panel Effective/ Revised Date 16-FEB-1983	3. LOMALOMR <input type="checkbox"/> yes _____ Date	4. Flood Zone C	5. No NFIP Map
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C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

Federal Flood insurance is available (community participates in NFIP)
 Regular Program
 Emergency Program of NFIP

Federal Flood insurance is not available because community is not participating in the NFIP.

Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood insurance may not be available.

CBRA/OPA designation date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")?

YES NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
 If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

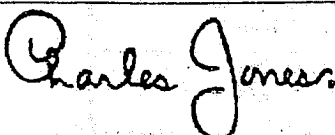
E. COMMENTS (Optional):

CHARLES JONES, LLC CERTIFIES THIS DETERMINATION TO THE PROPOSED LENDER FOR THE SOLE PURPOSE OF ITS COMPLYING WITH THE FLOOD DISASTER PROTECTION ACT OF 1973.

Requested by: Customer Name: D R HORTON INC - NJ
 Attention: MITCH NEWMAN / DON M PEPE, ESQ
 Address: ATTN: MITCH NEWMAN 20 GIBSON PL FREEHOLD, NJ 07728-
 Customer Reference: ENGLISH MILL

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (if other than Lender)  Charles Jones, LLC P.O. Box 8488 Trenton, NJ 08650-0488 www.charlesjones.com	Date of Determination 15-APR-2004 Search Number FL04-106-1327
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SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS THE PROPOSED LENDER	2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS <i>(Legal Description may be attached)</i>	
	Owner: N/A Address Supplied: N/A EGG HARBOR, NJ 00000 BLOCK: 3322 LOT: 1, 2 & 3 QUALIFIER:	Address Found: N/A EGG HARBOR NJ BLOCK: 3322 LOT: 1, 2 & 3 QUALIFIER: NA
3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED \$

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name	2. County(ies)	3. State	4. NFIP Community Number
EGG HARBOR TOWNSHIP	ATLANTIC	NJ	340007

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A")	2. NFIP Map Panel Effective/ Revised Date	3. LOMALOMR	4. Flood Zone	5. No NFIP Map
340007 0008 B	16-FEB-1983	<input type="checkbox"/> yes Date	C	

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

Federal Flood insurance is available (community participates in NFIP). Regular Program Emergency Program of NFIP
 Federal Flood insurance is not available because community is not participating in the NFIP.
 Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood insurance may not be available.

CBRA/OPA designation date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")?

YES NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
 If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

E. COMMENTS (Optional):

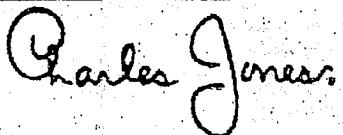
CHARLES JONES, LLC CERTIFIES THIS DETERMINATION TO THE PROPOSED LENDER FOR THE SOLE PURPOSE OF ITS COMPLYING WITH THE FLOOD DISASTER PROTECTION ACT OF 1973.

Requested by: Customer Name: D R HORTON INC - NJ
 Attention: MITCH NEWMAN / DON M PEPE, ESQ
 Address: ATTN: MITCH NEWMAN 20 GIBSON PL FREEHOLD, NJ
 07728-

Customer Reference:
 ENGLISH MILL

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (if other than Lender)	Date of Determination
 Charles Jones, LLC P.O. Box 8488 Trenton, NJ 08650-0488 www.charlesjones.com	15-APR-2004
	Search Number FL04-106-1329

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS THE PROPOSED LENDER	2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS (Legal Description may be attached) Owner: N/A Address Supplied: N/A EGG HARBOR, NJ 00000 BLOCK: 3313 LOT: 1 THRU QUALIFIER: 22	2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS (Legal Description may be attached) Address Found: N/A EGG HARBOR NJ BLOCK: 3313 LOT: 1 THRU QUALIFIER: NA
3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED \$

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name EGG HARBOR TOWNSHIP	2. County(ies) ATLANTIC	3. State NJ	4. NFIP Community Number 340007
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B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A") 340007 0008 B	2. NFIP Map Panel Effective/ Revised Date 16-FEB-1983	3. LOM/LOMR <input type="checkbox"/> yes _____ Date	4. Flood Zone C	5. No NFIP Map
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C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

Federal Flood insurance is available (community participates in NFIP).
 Regular Program
 Emergency Program of NFIP

Federal Flood insurance is not available because community is not participating in the NFIP.

Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood insurance may not be available.

CBRA/OPA designation date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? YES NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
 If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

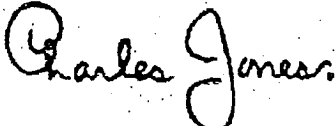
E. COMMENTS (Optional):

CHARLES JONES, LLC CERTIFIES THIS DETERMINATION TO THE PROPOSED LENDER FOR THE SOLE PURPOSE OF ITS COMPLYING WITH THE FLOOD DISASTER PROTECTION ACT OF 1973.

Requested by: Customer Name: D R HORTON INC - NJ
 Attention: MITCH NEWMAN / DON M PEPE, ESQ
 Address: ATTN: MITCH NEWMAN 20 GIBSON PL FREEHOLD, NJ
 07728- Customer Reference: ENGLISH MILL

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (if other than Lender)  Charles Jones, LLC P.O. Box 8488 Trenton, NJ 08650-0488 www.charlesjones.com	Date of Determination 15-APR-2004 Search Number FLD4-106-1315
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EXHIBIT 7

SPECIMEN OWNERS POLICY OF TITLE INSURANCE

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FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE A

SAMPLE

POLICY NUMBER: ABC
AGENT FILE NO. 66666
POLICY DATE: 2/23/04
POLICY AMOUNT: \$185,000.00

1. NAME OF INSURED:

John Smith and Mary Smith, husband and wife, by Deed from D.R. Horton, Inc.-New Jersey, a Delaware Corporation, dated 1/28/04, recorded 2/23/04 in the Atlantic County Clerk's Office in Deed Book 0001, Page 001

2. THE ESTATE OR INTEREST ON THE LAND WHICH IS COVERED BY THIS POLICY IS:

FEE SIMPLE

3. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

Being in the Township of Egg Harbor, County of Atlantic, and the State of New Jersey
more particularly described according to the description contained in the insured document

NOTE: Block JKL, Lot 4, as shown on Plan of Lots "Major Subdivision Plan-Sheet "D", Final Plan -English Mill" to be filed.

SCHEDULE B
SAMPLE

POLICY NO. ABC

FILE NO. 66666

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
2. Lien of Taxes: 4th quarter 2003 Land Taxes are paid: Subsequent taxes are not yet due and payable
3. Liability for additional assessment for taxes in connection with any new construction, pursuant to N.J.S.A., 54:4-63, 1 et seq, Open from 1/12/04, which are not yet due and or payable.
4. Restrictions as contained in Deed Book 1809, Page 136
5. Restrictions as contained in Deed Book 2052, Page 62.
6. Easement as contained in Deed Book 3652, Page 198 to Atlantic City Electric Company
7. License Agreement as contained in Deed Book 5272, Page 186.
8. The following as shown on Plan of Lots "Major Subdivision Plan-Sheet "D", Final Plan - English Mill" to be filed.
 - (A) 20 foot front and rear building setback line
 - (B) 5 foot side building setback line
 - (C) Sight triangle easements
 - (D) 20 foot drainage easement
 - (E) 15 foot wide emergency access easement
 - (F) 20 foot wide utility easement
 - (G) 25 foot wide perimeter buffer
9. Mortgage in the amount of \$150,000.00 and interest made by John Smith and Mary Smith, husband and wife to ABC Mortgage Corporation, dated 1/28/04, recorded 2/23/04 in the Atlantic County Clerk's Office in Mortgage Book 0001, Page 002

Countersigned

Schedule B of this Policy consists of 1 page(s).

Authorized Signatory

First American Title Insurance Company

SURVEY ENDORSEMENT

SAMPLE

Policy No. ABC

File No. 66666

Exception number 1 in Schedule B of this policy is deleted and the following is substituted therefor:

1. Based upon a survey made by John Smith L.S., License #11111, of Summer and Winters & Associates, Inc., dated 2/01/04, the Company hereby insures against loss or damage which the insured shall sustain by reason of any encroachments, overlaps, boundary line or disputes or easements, excepts as follows:

Except as noted on Schedule B, Item 5 (a) and (b)

This endorsement is a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

Date: 2/23/2004

Countersigned

Authorized Signature

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FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A

SAMPLE

Policy Number: ABC
Agent File No. 66666
Policy Date: 2/23/04
Policy Amount: \$150,000.00

1. Name of Insured:

ABC MORTGAGE CORPORATION, and/or its Successors and Assigns as their interest may appear.

2. The estate or interest on the land which is covered by this Policy is:

Fee Simple

3. Title to the estate or interest in the lands is vested in:

John Smith and Mary Smith, husband and wife, by Deed from D.R. Horton, Inc.-New Jersey, a Delaware Corporation, dated 1/28/04, recorded 2/23/04 in the Atlantic County Clerk's Office in Deed Book 0001, Page 001

4. The insured mortgage and assignments, if any, are described as follows:

Mortgage in the amount of \$150,000.00 and interest made by John Smith and Mary Smith, husband and wife to ABC Mortgage Corporation, dated 1/28/04, recorded 2/23/04 in the Atlantic County Clerk's Office in Mortgage Book 0001, Page 002

5. The land referred to in this Policy is described as follows:

Being in the Township of Egg Harbor, County of Atlantic, and the State of New Jersey more particularly described according to the description contained in the insured document

NOTE: Block JKL, Lot 4, as shown on Plan of Lots "Major Subdivision Plan-Sheet "D", Final Plan -English Mill" to be filed.

SCHEDULE B
SAMPLE

Policy Number: ABC

Agent File No. 666666

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

1. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
2. Lien of Taxes: 4th quarter 2003 Land Taxes are paid; Subsequent taxes are not yet due and payable
3. Liability for additional assessment for taxes in connection with any new construction, pursuant to N.J.S.A., 54:4-63, 1 et seq, Open from 1/12/04, which are not yet due and or payable.
4. Restrictions as contained in Deed Book 1809, Page 136
2. Restrictions as contained in Deed Book 2052, Page 62.
3. Easement as contained in Deed Book 3652, Page 198 to Atlantic City Electric Company
4. License Agreement as contained in Deed Book 5272, Page 186.
5. The following as shown on Plan of Lots "Major Subdivison Plan-Sheet "D", Final Plan - English Mill" to be filed.
 - (A) 20 foot front and rear building setback line
 - (B) 5 foot side building setback line
 - (C) Sight triangle easements
 - (D) 20 foot drainage easement
 - (E) 15 foot wide emergency access easement
 - (F) 20 foot wide utility easement
 - (G) 25 foot wide perimeter buffer

NOTE: This Policy insures that the mortgage as set forth on Schedule A, Item No. 4 is a valid first lien on the premises insured herein.

NOTE: This Policy insures that the Easements do not interfere with use and occupancy of the insured premises, as set forth on Schedule B-Part I, Items No 6, 5(c) and (d), (e) and f.

NOTE: This Policy insures that Exception 5 (a) and (b) of Schedule B, Part 1, of this Policy have been complied with and any future violations thereof will not result in a forfeiture or reversion of title.

NOTE: This Policy insures that the Restrictions have not been violated and any future violation will not result in an reversion or forfeiture of title, as set forth on Schedule B, Part I, Item 4 and 5

Countersigned _____

Schedule B of this Policy consists of 1 page(s).

First American Title Insurance Company

SURVEY ENDORSEMENT

SAMPLE

Policy No. ABC

File No. 66666

Exception number 1 in Schedule B of this policy is deleted and the following is substituted therefor:

1. Based upon a survey made by John Smith L.S., License #11111, of Summer and Winters & Associates, Inc., dated 2/01/04, the Company hereby insures against loss or damage which the insured shall sustain by reason of any encroachments, overlaps, boundary line or disputes or easements, excepts as follows:

Except as noted on Schedule B, Part 1, Item 5 (a) and (b)

This endorsement is a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

Date: 2/23/2004

Countersigned

Authorized Signature

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EXHIBIT 8

**AMENDMENT AND SUPPLEMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE VILLAGE GRANDE AT ENGLISH MILL**

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

Prepared by: Christine F. Li, Esq.

RECORD AND RETURN TO:
GREENBAUM, ROWE, SMITH,
RAVIN, DAVIS & HIMMEL LLP
P.O. Box 5600
Woodbridge, New Jersey 07095
Attention: Christine F. Li, Esq.

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**AMENDMENT AND SUPPLEMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE VILLAGE GRANDE AT ENGLISH MILL**

THIS AMENDMENT AND SUPPLEMENT made this ___ day of _____ 200___, by D.R. Horton, Inc. - New Jersey, a Delaware Corporation, having an office at 20 Gibson Place, Freehold, New Jersey 07728, (hereinafter the "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of the fee simple title to certain real property situate, lying and being in the Township of Egg Harbor, County of Atlantic, and State of New Jersey, as more fully described hereinafter; and

WHEREAS, Developer is creating thereon a planned unit development intended for occupancy by persons, 55 years or older, which is presently intended to ultimately consist of three hundred and one (397) fee simple single-family detached Homes in two (2) or more sections together with certain Common Property, all as described on Exhibit "A" and depicted on Exhibit "B", attached to the Declaration of Covenants and Restrictions (hereinafter the "Declaration") for The Village Grande at English Mill (hereinafter the "Entire Tract"); and

WHEREAS, in order to establish and preserve the character of The Village Grande at English Mill including its character as a high quality adult community, the Developer is desirous of imposing a general scheme of restrictions covering said lands and premises of the Entire Tract for the protection and benefit of the Developer, its successors and assigns, the Entire Tract, and each and every owner of any and all portions thereof; and

WHEREAS, Developer has deemed it advisable to create a homeowners association to which shall be delegated and assigned the power and authority to maintain and administer the Common Property, and certain other portions of the Entire Tract, to administer and enforce the covenants and restrictions governing the Entire Tract, and to collect and disburse all assessments and charges necessary for such maintenance, administration, and enforcement, all as hereinafter provided; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of New Jersey, a non-profit corporation known and designated as The Village Grande at English Mill Homeowners Association, Inc. as the entity to perform the aforesaid functions, and which are hereinafter more fully set forth in the Declaration; and

WHEREAS, the Developer has heretofore subjected to the provisions of the Declaration all of the property described in Exhibit "A-1" and depicted on Exhibit "B-1" of the Declaration, as filed in the Office of the Clerk of Atlantic County on _____, 200__, constituting Section 1 of the Entire Tract; and

WHEREAS, the Developer desires to subject to the provisions of the Declaration and to incorporate into The Village Grande at English Mill the additional lands and improvements in Section ____, as described in Exhibit "A-2" and shown on that certain map entitled _____, consisting of _____ acres and ____ additional _____ Homes dated _____, 200__ and prepared by _____, which map is attached hereto and incorporated herein as Exhibit "B-2"; and

NOW THEREFORE, the Developer hereby amends and supplements the Declaration as follows:

1. The Developer hereby incorporates into The Village Grande at English Mill the additional lands and other improvements described in Exhibit "A-2" and shown in Exhibit "B-2" aforesaid; and

2. The Developer declares that such lands and improvements are and shall be held, transferred, sold, leased, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, liens and provisions set forth in the Declaration, as now or hereafter amended, all of which are hereby incorporated by reference as though fully set forth herein; and

3. Except as expressly modified herein, all other terms and conditions of the Declaration shall remain in full force and effect and in the case of any conflict, the provisions hereof shall be deemed controlling.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed on the date first mentioned above.

D.R. HORTON, INC. - NEW JERSEY
a Delaware Corporation

ATTEST:

, President

STATE OF NEW JERSEY)
)SS.:
COUNTY OF)

I am _____, an officer authorized to take acknowledgements and proofs in this State.

On _____, 200_, (the "Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and stated and proved to my satisfaction that:

1. The Witness is the Secretary of D.R. HORTON, INC. - NEW JERSEY (the "Corporation") which is the Grantor in this Deed.
2. The officer who signed this instrument is the President of the Corporation.
3. The making, signing, sealing and delivery of this instrument have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal of the Corporation. The seal was affixed to this instrument by the Corporate Officer. The Corporate Officer signed and delivered this instrument as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this instrument as attesting witness. The Witness signs this proof to attest to the truth of these facts.

Sworn to and Subscribed
before me, on this _____
day of _____ 200_.

_____, Secretary

Notary Public

EXHIBIT 9

**DOWN PAYMENT BOND AND
DEPOSIT ESCROW AGREEMENT FOR
THE VILLAGE GRANDE AT ENGLISH MILL**

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DOWN PAYMENT BOND

BOND # 08714206

KNOW ALL MEN THESE PRESENTS, that we, DR Horton, Inc. – New Jersey (dba SGS Communities) a Delaware corporation authorized to do business in New Jersey, having an office at 20 Gibson Place, Freehold, NJ 07728 as Principal and Fidelity and Deposit Company of Maryland authorized to do business in the State of New Jersey having an office and place of business at 4010 Boyscout Blvd., Suite 600, Tampa, FL 33607 as Surety, are held and firmly bound unto Title America Agency Corp (Escrow Agent) as Obligee, in the sum of Four Million Dollars and No Cents (\$4,000,000.00) lawful money of the United States for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

WHEREAS, the Principal as seller, has entered into contracts for the construction of homes in the project to be known as The Village Grande at Little Mill, Egg Harbor Township, Atlantic County, New Jersey; and The Grande at Rancocas Creek Townhomes, Delran Township, Burlington County, New Jersey.

WHEREAS, said contracts provide for down payments in the aforesaid amounts.

WHEREAS, said contracts contain various terms and provisions which control the rights, privileges and duties of the Principal with respect to said down payments.

NOW THEREFORE, THE CONDITION OF THIS BOND IS SUCH, that if the Principal shall well and truly carry out and conform to the terms and provisions of said contracts, as and only as such terms and provisions relate to the down payments, then this bond shall be null and void, otherwise to remain in full force and effect.

This bond shall be in full force and effect until the earliest to occur of (a) passage of title to the aforesaid homes to Purchaser, or (b) default of the Purchaser under the contracts and lawful and proper cancellations of the contracts by the Principal pursuant to the terms of the Offering Plan for the sale of the homes.

It is a further condition that in no event shall the Surety be liable in the aggregate for more than the stated penal sum of this Bond.

It is a further condition of this bond that no suit or action shall be brought hereunder by any party other than the Obligee.

Surety may terminate its liability by giving not less than 30 days written notice of its intent to Principal and Obligees. Such termination shall not relieve Surety of any liabilities incurred prior to the effective termination of liability stated in the written notice mailed but shall be final thereafter.

SIGNED, SEALED AND DATED THIS JULY 23, 2003.

Fidelity and Deposit Company
of Maryland

DR Horton, Inc. – New Jersey

BY: 

Kimberly A. Tavernier, Attorney-In-Fact
c/o Willis of Florida
7650 Courtney Campbell Cswy., #920
Tampa, FL 33607/Inquiries: (813) 281-2095

BY: 

Mitchell Newman, Sr. V. Pres.

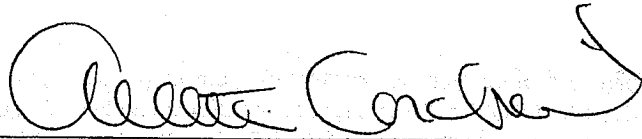
ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 23rd day of July, 2003 before me, personally came **Kimberly A. Tavernier**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Fidelity and Deposit Company of Maryland**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature



Anett Cardinale



Anett Cardinale
MY COMMISSION # DD103928 EXPIRES
July 28, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

This area for Official Notarial Seal

ACKNOWLEDGEMENT

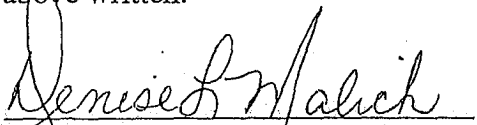
STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

BE IT REMEMBERED that on this 23rd day of July, 2003, before me the subscriber, personally appeared Mitchell Newman, to me known and known to me to be a Senior Vice President of D.R. Horton, Inc. – New Jersey, dba SGS Communities, a Delaware Corporation, described in and who executed the foregoing instrument and he whereupon acknowledged to me that he executed the same as a voluntary act and deed, on behalf of and for the Corporation, for the uses and purposes expressed in said instrument.

In witness whereof, I have signed and sealed this acknowledgement the day and year first above written.


Notary Public (Seal)

DENISE L. MALICK
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/18/2003

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint James W. Dunn, David H. Carr, Kimberly A. Tavernier, Linda J. Meyer, and Anett Cardinale, all of Tampa, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings 1. Consents to Release of Retainage and/or Final Estimates on Construction Contracts required by the Department of Transportation, State of Florida And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of James W. Dunn, David H. Carr, Mirna Ramos, Denise Taylor, Kimberly A. Waller, dated November 13, 2000.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of January, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith

T. E. Smith

Assistant Secretary

Paul C. Rogers

By:

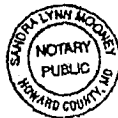
Paul C. Rogers

Vice President

State of Maryland }
City of Baltimore } ss:

On this 7th day of January, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Sandra Lynn Mooney

Sandra Lynn Mooney

Notary Public

My Commission Expires: January 1, 2004



ZURICH

THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND

We are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

Disclosure of Terrorism Premium

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$ waived. This amount is reflected in the total premium for this bond.

Disclosure of Availability of Coverage for Terrorism Losses

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

Disclosure of Federal Share of Insurance Company's Terrorism Losses

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after a insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

Definition of Act of Terrorism

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

These disclosures are informational only and do not modify your bond or affect your rights under the bond.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

CHANGE RIDER NO.2

To be attached to and form part of Bond No. 08714206

Issued to (Principal): DR Horton, Inc. - New Jersey

Type of Bond: Down Payment Bond

dated the 23rd day of July, 2003, and issued by Fidelity and Deposit Company of Maryland in the penal sum of: Four Million and No/100 (\$4,000,000.00) and in favor of (Obligee): Title America Agency Corp

In consideration of the agreed premium charged for this bond, it is understood and agreed that Fidelity and Deposit Company of Maryland consents that effective the 28th day of June, 2004 said bond shall be amended as follows (see the revised Exhibit "A" attached):

(1) Add the following projects to the bond:

- The Village Grande at English Mill, Egg Harbor Township, Atlantic County, New Jersey
- The Village Grande at Camelot, Glassboro Borough and Elk Township, Gloucester County, New Jersey
- The Plaza Grande at Garden State Park, Cherry Hill Township, Camden County, New Jersey

Provided, however that the attached bond shall be subject to all its agreements, limitations and conditions except herein expressly modified, and further that the liability of the Surety under the attached bond and the bond as amended by this rider shall not be cumulative.

Signed, sealed and dated this 28th day of June, 2004.

DR Horton, Inc. - New Jersey

By: 

Mitchell Newman, Sr. V. Pres.

Fidelity and Deposit Company of Maryland

By: 

Kimberly A. Tavernier, Attorney-In-Fact

Exhibit "A"

Bond #08714206

Down Payment Bond

(Revised 06/28/04)

- The Village Grande at Little Mill, Egg Harbor Township, Atlantic County, New Jersey
- The Grande at Rancocas Creek Townhomes, Delran Township, Burlington County, New Jersey
- The Village Grande at Kings Woods, West Deptford Township, Gloucester County, New Jersey
- The Grande at Kings Woods, a Condominium, West Deptford Township, Gloucester County, New Jersey
- The Village Grande at English Mill, Egg Harbor Township, Atlantic County, New Jersey
- The Village Grande at Camelot, Glassboro Borough and Elk Township, Gloucester County, New Jersey
- The Plaza Grande at Garden State Park, Cherry Hill Township, Camden County, New Jersey

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint James W. DUNN, David H. CARR, Kimberly A. TAVERNIER, Linda J. MEYER and Anett CARDINALE, all of Tampa, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of James W. Dunn, David H. Carr, Kimberly A. Tavernier, Linda J. Meyer, Anett Cardinale, dated February 28, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of January, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith Assistant Secretary

By: Paul C. Rogers Vice President

State of Maryland }
City of Baltimore } ss:

On this 30th day of January, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden Notary Public
My Commission Expires: February 1, 2005

DEPOSIT ESCROW AGREEMENT

THIS AGREEMENT is made as of the 25th day of July, 2003, by and amongst D.R. Horton, Inc. – New Jersey, a Delaware Corporation (hereinafter referred to as the “Developer”); and Title America Agency Corporation (hereinafter referred to as the “Escrow Agent”).

WITNESSETH:

WHEREAS, the Developer intends to sell the following units (collectively referred to as the “Development”)

1. 301 single family age restricted units in Egg Harbor Township, Atlantic County, New Jersey, known as The Village Grande at Little Mill, being subject to the Declaration of Covenants and Restrictions for The Village Grande at Little Mill; and

2. 187 townhome units in Delran Township, Burlington County New Jersey, known as The Grande at Rancocas Creek Townhomes, being subject to the Master Deed for The Grande at Rancocas Creek Townhomes.

WHEREAS, the Regulations issued pursuant to the Planned Real Estate Development Full Disclosure Act of the State of New Jersey (N.J.S. 45:22A-21, et seq. and N.J.A.C. 5:26-1.1 et seq.), (hereinafter referred to as the “Regulations”) require that all deposits or money paid under a contract or agreement relating to the sale of a Unit in a planned real estate development shall be held in escrow until closing of title to the Unit or termination of the contract or agreement, or until a bond or other guarantee acceptable to the Division of Codes and Standards of the New Jersey Department of Community Affairs is provided;

WHEREAS, the Developer wishes to establish a procedure between itself and the Escrow Agent so as to comply with the aforesaid requirements of the Regulations;

WHEREAS, Fidelity and Deposit Company of Maryland (hereinafter referred to as the "Insurer") has issued a certain Down Payment Bond to in the amount of Four Million (\$4,000,000.00) Dollars, naming the Escrow Agent as beneficiary, a form of which is attached hereto and made a part hereof (hereinafter referred to as the "Bond"); and

WHEREAS, in the sole and absolute discretion of the Developer the amount of the Bond may be increased to Six and one half Million (\$6,500,000.00) Dollars.

NOW, THEREFORE,

A. Title American Agency Dollars agrees to act as Escrow Agent for the Developer pursuant to the requirements of the Regulations, upon the following terms and conditions:

1. The Developer has opened or shall open an escrow account with Community Bank at its office located at Route 9, Freehold, New Jersey 07728, which account may, at the option of the Developer, bear interest (hereinafter referred to as the "Escrow Account");
2. Upon the receipt by the Developer of an executed contract of sale relating to any of the Units in the Development, the Developer shall tender to the Escrow Agent and the Escrow Agent shall deposit in the Escrow Account all payments received by the Developer from the purchaser of any such Unit on account of such contract;
3. The Developer shall advise the Escrow Agent in writing of the Unit to which any such tendered deposits apply and the contract purchaser's name;

4. In the event the Escrow Account now or hereafter bears interest, all interest earned on said escrowed funds shall be payable solely to the Developer;

5. The Developer may withdraw said escrowed funds through the Escrow Agent in conformity with the requirements of the Regulations including approval of the Division of Codes and Standards of release of funds subject to the Bond but in no event before the expiration of the seven (7) day rescission period stipulated in any such contract. The Escrow Agent shall maintain a written account of the amounts so withdrawn and the contract(s) to which any withdrawal applies;

6. The Escrow Agent is entitled to demand payment from the Insurer of the applicable deposit amounts upon any of the following circumstances:

(a) A final and unappealable judgment has been entered against the Developer for an amount due in favor of a contract purchaser of a Unit, which judgment shall be for monies deposited by said purchaser in accordance with a purchase agreement for such Unit;

(b) The Developer has not denied in writing its liability to refund the deposit monies of any contract purchaser, within fifteen (15) business days after the Developer's receipt by certified mail of written notice from the Escrow Agent of a claim of refund;

(c) A written order to pay such sum issued by the Division of Codes and Standards of the Department of Community Affairs; or

(d) The failure of the Escrow Agent to receive a substitute Bond within thirty (30) days prior to the expiration of the Bond or any substitute therefore which may be posted hereunder.

Upon receipt of such funds from the Insurer, the Escrow Agent shall, within ten (10) business days of such receipt, tender such funds to the applicable contract purchaser and provide written confirmation of such tender to the Developer, the Insurer and the Division of Codes and Standards of the Department of Community Affairs.

7. The Developer shall promptly after each closing of a Unit furnish the Escrow Agent with a copy of the closing statement signed by the purchaser which indicates that the deposit has been credited against the purchase price of the unit, whereupon the escrow shall be deemed terminated with respect to the particular deposit.

8. Under no circumstances, however, shall the Insurer be obligated to pay, in the aggregate, an amount in excess of \$4,000,000.00, or up to \$6,500,000.00 in the event the Developer elects to increase the Bond (hereinafter referred to as the "Increased Bond Amount").

B. This Escrow Agreement shall remain in full force and effect until the first to occur of the following: (a) all sums deposited in said Escrow Account and any interest thereon have been paid to the party entitled thereto, or (b) the Escrow Agreement is terminated by any party upon fifteen (15) days written notice delivered to the other parties and the Division of Codes and Standards, Department of Community Affairs provided, however, that notwithstanding such notice it shall continue in full force and effect until a qualified substitute Escrow Agent and/or Insurer has(have) been appointed, has(have) accepted the appointment, and has been approved by the Division of Codes and Standards, Department of Community Affairs.

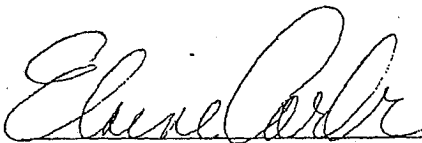
C. Any deposits received by the Developer which when aggregated with all other deposits exceed Four Million (\$4,000,000.00) Dollars or the Increased Bond Amount will remain in the Escrow Account subject to this Escrow Agreement, and shall not be withdrawn by the Developer unless or until an additional Bond covering such excess funds is provided to the Escrow Agent or until title to the respective Units has closed, after which such funds may be withdrawn by the Developer.

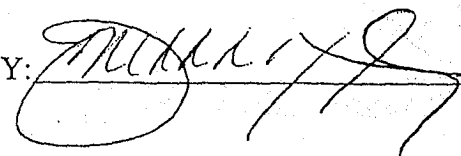
D. The Developer, by execution hereof, indemnifies and agrees to hold the Escrow Agent harmless from any and all claims or causes of action, damages or injuries arising out of or in any way related to the performance of its duties in connection herewith, except for those matters arising out of the Escrow Agent's gross negligence.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

WITNESS:

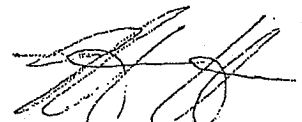
Title America Agency Corp, Escrow Agent



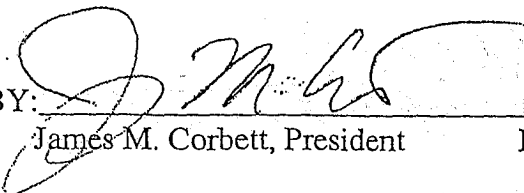
BY:  7/25/03
Date

ATTEST:

D.R. Horton, Inc. - New Jersey



Mitchell Newman, Asst Secretary

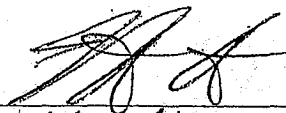
BY:  7/25/03
James M. Corbett, President Date

Deposit Escrow Agreement Rider

Developer and Escrow Agent in connection with the Deposit Escrow Agreement dated July 25, 2003, amended by virtue of Deposit Escrow Agreement Rider dated March 9, 2004, hereby again amend said Deposit Escrow Agreement by virtue of this Rider to add the following communities to the Deposit Escrow Agreement, The Village Grande at English Mill, 397 age restricted single family units in Egg Harbor Township, Atlantic County, New Jersey, The Village Grande at Camelot, 768 age restricted single family units in Glassboro Borough and Elk Township, Gloucester County, New Jersey, and The Plaza Grande at Garden State Park, 608 age restricted condominium units in Cherry Hill Township, Camden County, New Jersey. Said additions are those same changes to the Down Payment Bond #08714206 in the amount of \$4 million, dated July 23, 2003 and issued by Fidelity and Deposit Company of Maryland, as reflected in Change Rider #2 to said Down Payment Bond. The Developer and Escrow Agent have caused this Deposit Escrow Agreement Rider to be signed below confirming their agreement with the above on this 1st day of July, 2004

D.R. Horton, Inc. – New Jersey (Developer)

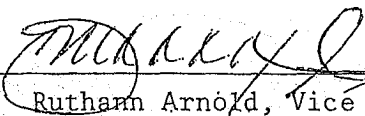
By:



Mitchell Newman, Sr. V. Pres.

Title America Agency Corp. (Escrow Agent)

By:



Ruthann Arnold, Vice President