

THIRD AMENDMENT TO THE
PUBLIC OFFERING STATEMENT
FILED AND PRESENTED

BY

D.R. HORTON, INC. - NEW JERSEY,
A Delaware Corporation d/b/a SGS COMMUNITIES

having an office at

700 East Gate Drive, Suite 110

Mt. Laurel, New Jersey 08054

for

Phase II (consisting of 124 Homes)

for a total of

397 Single Family Dwellings and Lots

Located at Mill Road (County Route 622)

Egg Harbor Township, Atlantic County, New Jersey

and designated as

THE VILLAGE GRANDE AT ENGLISH MILL

NOTICE TO PURCHASERS

THIS THIRD AMENDMENT TO THE PUBLIC OFFERING STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY. PURCHASERS SHOULD ASCERTAIN FOR THEMSELVES THAT THE PROPERTY OFFERED MEETS THEIR PERSONAL REQUIREMENTS. THE NEW JERSEY DIVISION OF CODES AND STANDARDS HAS NEITHER APPROVED NOR DISAPPROVED THE MERITS OF THIS OFFERING. BE SURE TO READ CAREFULLY ALL DOCUMENTS BEFORE YOU SIGN THEM.

THIS THIRD AMENDMENT TO THE PUBLIC OFFERING STATEMENT HAS BEEN FILED AND IS PRESENTED PURSUANT TO THE PLANNED REAL ESTATE DEVELOPMENT FULL DISCLOSURE ACT (N.J.S.A. 45:22A-21 ET SEQ.) AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER (N.J.A.C. 5:26-1.1 ET SEQ.)

EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT: January 13, 2005

EFFECTIVE DATE OF FIRST AMENDMENT: March 25, 2008

EFFECTIVE DATE OF SECOND AMENDMENT: April 6, 2009

EFFECTIVE DATE OF THIRD AMENDMENT: December 6, 2011

REGISTRATION NUMBER: R - 3823

PREPARED BY:

GREENBAUM, ROWE, SMITH & DAVIS, LLP

Metro Corporate Campus I

99 Wood Avenue South

Iselin, New Jersey 08830

(732) 549-5600

THIRD AMENDMENT
TO THE
PUBLIC OFFERING STATEMENT
FOR
THE VILLAGE GRANDE AT ENGLISH MILL

EXHIBITS

2. Projected Operating Budget Based on Full Build-Out Consisting 397 Homes Consisting of Phase I (273 Homes) and Phase II (124 Homes), Estimated Common Expense Assessments and Letters of Budget and Insurance Adequacy
5. Management Agreement
10. First Amendment and Supplement to the Declaration of Covenants and Restrictions for The Village Grande at English Mill

THIRD AMENDMENT
TO THE
PUBLIC OFFERING STATEMENT
FOR

THE VILLAGE GRANDE AT ENGLISH MILL

D.R. HORTON, INC. - NEW JERSEY, a Delaware Corporation (the "Developer"), d/b/a SGS COMMUNITIES, having an address at 700 East Gate Drive, Suite 110, Mt. Laurel, New Jersey 08054, hereby amends the Public Offering Statement for The Village Grande at English Mill dated January 13, 2005, as previously amended (the "Plan"), as set forth herein.

Previously, the Developer has offered for sale pursuant to the Plan the two hundred and seventy-three (273) single family dwellings and lots (the "Homes") located within Phase I of the Community. Under the terms of the Plan and the related governing documents, the Developer reserved the right to incorporate additional Homes into the Community and to offer the additional Homes for sale. By means of this amendment, the Developer is hereby exercising its right to offer one hundred twenty-four (124) additional Homes to be located in Phase II of the Community.

A. Section 1 of the text of the Plan captioned "INTRODUCTION" is amended at the Sixth Paragraph by the addition of the following after the third sentence therein:

"The First Amendment and Supplement to the Declaration for The Village Grande at English Mill (the "First Amendment to the Declaration") to expand the Community to include the additional Homes and other site improvements being developed in Phase II appears as Exhibit 10 of this Third Amendment to the Plan. Phase II of the Community is described by a legal (metes and bounds) description which appears as Exhibit A-2 of the First Amendment to the Declaration and is graphically depicted on Exhibit B-2 of the First Amendment to the Declaration."

B. Section 6 of the text of the Plan captioned "BUDGET" is amended by the insertion of the following after the third sentence of the First Paragraph therein:

"The budget based upon full occupancy and full build out of the Community (consisting of 397 Homes) appears as part of Exhibit 2 and sets forth the estimated annual Common Expense Assessments upon the incorporation of Phase II in to the Community."

C. Section 8 of the text of the Plan at Page 25 captioned "MANAGEMENT AND SERVICE CONTRACTS" is amended by the deletion of the first and second sentences therein and the insertion of the following:

"The Association has entered into a management agreement, commencing January 1, 2012, appointing ^{Company} (also referred to as ^{Company}, as the managing agent ("Managing Agent") for the Community. A copy of this proposed Management Agreement appears as Exhibit 5 of this Third Amendment to the Public Offering Statement..."

C. Section 13 of the text of the Plan at Page 32 captioned "EASEMENTS, ENCUMBRANCES AND RESTRICTIONS" is amended by the addition of the following at Section E as new instruments of record:

7. Restrictions prohibiting the Property to be used for a sand and or gravel pit in Deed Book 2052, Page 62 (Affects Section 3A).

8. Restrictions prohibiting the Property to be used for a sand and or gravel pit in Deed Book 2206, Page 167 (Affects Sections 3B)

9. Electric utility easement as contained in Instrument #2005124322.

10. Such facts as disclosed on Plan of Lots Section 3A, "English Mill" prepared by Margaret Kulik of Consulting Engineers, dated April 11, 2003, filed October 15, 2004 as Map #2004102333.

11. Such facts as disclosed on Plan of Lots Section 3B, "English Mill" prepared by Margaret Kulik of Consulting Engineers, dated April 11, 2003, filed October 15, 2004 as Map #2004102342.

12. Declaration of Covenants and Restrictions for The Village Grande at English Mill as contained in Instrument #2006057025.

13. Easement and Right of Way granted to New Jersey American Water Company as contained in Instrument #2008088571. (Affects Block 3321, Lot 10, Open Space)"

The Developer will have satisfied its obligations as to quality of title if it delivers at the closing title subject only to the exceptions referred to in this Public Offering Statement and the

Specimen Owner's and Loan Policy of Title Insurance that appear as Exhibit 7 to this Third Amendment to the Plan.

D. Section 15 of the text of the Plan captioned "REAL ESTATE TAXES AND SPECIAL ASSESSMENTS" is amended as follows:

1. By the deletion of the first paragraph and the insertion of the following:

The Township of Egg Harbor tax rates and ratios for 2003 and the two (2) previous years are as follows:

	<u>TAX RATIO</u>	<u>TAX RATE PER \$100 OF ASSESSED VALUE</u>
2011	54.17	4.101
2010	51.06	3.980
2009	48.10	3.810

2. By the deletion in the second paragraph of the "Estimated Initial Sales Prices" and "Estimated Annual Taxes" and the insertion of the following:

<u>ESTIMATED INITIAL BASE SALES PRICE</u>	<u>ESTIMATED ANNUAL REAL ESTATE TAXES</u>
\$199,990	\$4,443
\$224,990	\$4,998
\$234,990	\$5,220
\$239,990	\$5,331
\$254,990	\$5,665

All references in this section to the utilization of the 2011 tax ratio and rate to determine the estimated annual real estate taxes shall mean the 2011 tax ratio and rate.

E. Exhibit 2 to the Plan captioned "Projected Operating Budget Based on Full Build-Out of 397 Homes Consisting of Phase I (273 Homes) and Phase II (124), Estimated Common Expense Assessments and Letters of Budget and Insurance Adequacy" is amended and supplemented by the Projected Operating Budget for Full Occupancy (397 Homes), Estimated Common Expense Assessments and Letters of Budget and Insurance Adequacy.

F. Exhibit 5 to the Plan captioned "Management Agreement" is replaced with Exhibit 5 to this Third Amendment to the Plan.

G. Exhibit 7 to the Plan captioned "Specimen Owner's Policy of Title Insurance" is replaced with Exhibit 7 captioned "Specimen Owner's and Loan Policy of Title Insurance" to this third Amendment to the Plan.

H. Exhibit 8 to the Plan captioned "Amendment and Supplement to the Declaration of Covenants and Restrictions for The Village Grande at English Mill" is supplemented by Exhibit 10 to this Third Amendment to the Plan captioned "First Amendment and Supplement to the Declaration of Covenants and Restrictions for The Village Grande at English Mill."

The Developer hereby represents that, to the best of its knowledge, information and belief, the statements and representations contained herein are true and accurate.

D.R. HORTON, INC. - NEW JERSEY
d/b/a SGS COMMUNITIES, DEVELOPER

EXHIBIT 2

**PROJECTED OPERATING BUDGET
BASED ON FULL BUILD-OUT OF 397 HOMES CONSISTING OF
PHASE I (273 HOMES) AND PHASE II (124 HOMES),
ESTIMATED COMMON EXPENSE ASSESSMENTS AND
LETTERS OF BUDGET AND INSURANCE ADEQUACY**

ACCOUNT DESCRIPTION	PROJECTED FULL BUILDOUT \$229/Unit/Month
OPERATING INCOME	
60200 ASSOCIATION FEES	1,088,788
64000 LATE FEE INCOME	1,050
64075 CCS COLLECTIONS	0
64100 LEGAL INCOME	0
64280 US POSTAL CHARGES	0
64300 NSF CHARGES	0
65050 KEY INCOME	0
65600 POOL INCOME	315
68550 SNOW ASSESSMENT	0
69018 INITIATION FEE	3,500
69050 DEVELOPER CONTRIBUTION	0
GROSS OPERATING INCOME	1,093,653
BAD DEBT	
70500 BAD DEBTS	32,664
TOTAL BAD DEBT	32,664
OPERATING EXPENSES	
GENERAL MAINTENANCE & REPAIRS	
72050 MAINT SUPPLIES	0
72300 SUB-CONTRACTOR MAINT	0
72355 COMMON AREA MAINTENANCE	763
TOTAL GENERAL MAINTENANCE	763
GROUNDS MAINTENANCE	
74100 LANDSCAPING MAINTENANCE	331,009
74108 LANDSCAPE MNT-UNITS	0
74109 LANDSCAPE MNT-COMMON	30,000
74200 LANDSCAPING IMPROVEMENT	39,300
74226 TREE MAINTENANCE	16,796
74264 IRRIGATION WATER	181,000
74267 IRRIGATION ELECTRIC	3,054
74272 IRRIGATION MAINTENANCE	53,000
74300 SNOW & ICE REMOVAL	58,023
TOTAL GROUNDS MAINTENANCE	712,182
RECREATION	
75020 CLUBHOUSE INTERNET	0
75030 CLUBHOUSE CABLE TV	3,150
75033 CLUBHOUSE CABLE/DSL/TEL	0
75050 CLUBHOUSE CLEANING	15,750
75055 CH CLEANING SUPPLIES	1,785
75058 C/H WINDOW CLEANING	1,050
75070 CLUBHOUSE ELECTRIC	23,100
75090 CLUBHOUSE GAS	7,875
75105 CLUBHOUSE HVAC MAINTENANCE	1,575
75111 C/H MAINTENANCE	1,155
75130 CLUBHOUSE MAINTENANCE/S	0
75135 CLUBHOUSE SUPPLIES	1,575
75185 CLUBHOUSE SECURITY SYST	525
75195 CLUBHOUSE FIRE PROTECTI	420
75210 CLUBHOUSE TELEPHONE	1,050
75229 CLUBHOUSE EXTERMINATING	1,260
75230 CLUBHOUSE WATER	4,200
75232 CLUBHOUSE TRASH	945
75235 CLUBHOUSE SEWER	2,310
75237 CLUBHOUSE EQUIPMENT	630
75241 RECREATIONAL MAINTENANC	1,785
75244 RECREATION ACTIVITY	0
75355 POOL CONTRACT-OUTDOOR	0

75360	POOL OPERATIONS	57,750
75365	POOL CONTRACT-INDOOR	0
75400	POOL REPAIRS & MAINTENA	5,250
	TOTAL RECREATION	<u>133,140</u>
	PAYROLL & BENEFITS	
75635	ONSITE STAFF P/R	50,000
	TOTAL PAYROLL & BENEFIT	<u>50,000</u>
	TAXES & INSURANCE	
77100	FEDERAL TAXES	1,527
77500	PROPERTY/LIAB INSURANCE	13,215
77508	INSURANCE-UMBRELLA	2,296
77700	WORKMEN'S COMPENSATION	880
77795	INSURANCE-OTHER	907
77800	D & O INSURANCE	3,776
	TOTAL TAXES & INSURANCE	<u>22,601</u>
	ADMINISTRATIVE & OTHER EXPE	
78100	OFFICE SUPPLIES	1,832
78115	OFFICE EQUIPMENT	916
78150	POSTAGE & SHIPPING	0
78160	PRINTING & POSTAGE	2,748
78400	BANK FEES	458
78450	COUPON BOOKS	1,527
79300	SOCIAL COMMITTEE	0
79435	CAI MEMBERSHIP	229
79700	MISCELLANEOUS EXPENSE	1,374
	TOTAL ADMINISTRATIVE &	<u>9,085</u>
	PROFESSIONAL SERVICES	
81100	MANAGEMENT FEES	38,173
81200	LEGAL GENERAL	4,581
81300	LEGAL COLLECTIONS	4,581
81400	ACCOUNTING/AUDIT	2,231
	TOTAL PROFESSIONAL SERV	<u>49,566</u>
	TOTAL OPERATING EXPENSE	1,010,001
	NET OPERATING INCOME	83,652
	RESERVE EXPENSE	
88001	RESERVES ASPHALT	3,636
88001	RESERVES ASPHALT SEALCO	2,161
88001	RESERVES CLUBHOUSE RESE	5,015
88001	RESERVES DRIVEWAYS	24,566
88001	RESERVES POOL DECK AREA	2,640
88001	RESERVES POOL FENCING	440
88001	RESERVES POOL FILTERS	880
88001	RESERVES POOL FURNITURE	1,760
88001	RESERVES POOL RESERVE	5,279
88001	RESERVES SERVICE WALKS	12,160
88001	RESERVES SIDEWALK RESER	16,874
88001	RESERVES TENNIS CT FENC	704
88001	RESERVES TENNIS COURT	4,399
88001	RESERVES WALKING PATH	1,144
88001	RESERVES RETENTION	1,993
	TOTAL RESERVE EXPENSE	<u>83,652</u>
	NET INCOME / (LOSS)	<u>(0)</u>



November 15, 2011

Village Grande at English Mill HOA
c/o Wentworth Group
1 Village Grande Road
Egg Harbor, NJ 08234

Insurance

960 Holmdel Road
Holmdel, NJ 07733
TEL (732) 834-9800
FAX (732) 834-0233

**RE: Letter of Adequacy
Village Grande at English Mill HOA
397 units and Clubhouse**

Gentlemen:

In accordance with your request, we have reviewed and examined the Insurance Requirement for Village Grande at English Mill Homeowners Association located in Egg Harbor Township, NJ. Based on our analysis, we are pleased to recommend the following insurance coverage:

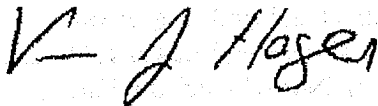
1. **PROPERTY** – Coverage would be written on a blanket basis, covering the clubhouse, fencing, light fixtures, pool, recreational facilities, and personal property owned by the Association. Coverage provided under the policy would on special causes of loss perils basis including Replacement Cost, and Agreed Amount. All property would be subject to a minimum policy deductible of \$2,500 each occurrence.
2. **COMMERCIAL GENERAL LIABILITY** – Liability insurance would be designed to provide comprehensive protection for all common areas, including any swimming pools, and all recreational facilities. The limit under this section would be \$1,000,000 each occurrence. The basic policy would be extended to include the broadening CGL endorsement which includes Personal Injury Liability, Broad Form Property Damage, Host Liquor Liability, Blanket Contractual Liability, Medical Payments, Advertising Liability, Employees as Additional Insured, Incidental Medical Malpractice, Fire Legal Liability, Extended Bodily Injury, Non-Owned and Hired Automobile Liability, in addition to other coverages.
3. **DIRECTORS AND OFFICERS LIABILITY** – Coverage would be provided for all present and past members who serve on the Board of Trustees for the Association. The policy would have a limit of \$2,000,000 subject to a \$2,500 deductible.

4. **UMBRELLA LIABILITY** – This policy would provide excess limits of liability above the primary Comprehensive General Liability, Non-Owned and Hired Automobile Liability, and Directors and Officers Liability policies. A minimum of \$15,000,000 for each occurrence is recommended however, higher limits are suggested for consideration by the Association.
5. **COMPREHENSIVE AUTOMOBILE** – If the Association owns any vehicles, this policy would be provided for a combined single limit of \$1,000,000 and would also include the necessary comprehensive and collision coverage. Non-Owned and Hired Automobile Liability would also be included.
6. **COMPREHENSIVE CRIME INSURANCE** – This policy would provide coverage for the Association as a result of fraudulent and dishonest acts of its employees, loss of money and securities on and off premises, depositors forgery and counterfeit money and paper currency. The limit for Employee Dishonesty coverage would be \$1,250,000.
7. **WORKER'S COMPENSATION** – Coverage would be provided for injuries to employees during the course of employment. Benefits would be based upon the statutory requirements prescribed by the State of New Jersey. The policy would be issued on a minimum premium basis subject to an audit at expiration.
8. **UNIT OWNERS INSURANCE** – A Homeowners Policy commonly referred to as an HO-3 or HO-5 policy, should be purchased by the Unit Owner to cover property damage to the building as well as their personal belongs, including furniture and fixtures, along with any upgrades purchased as options by the Unit Owners.

Implementation of the foregoing Coverage will, in our opinion, be adequate to meet the basic needs of the Association in insuring the exposure usual to Condominium/ Townhome Association and satisfies the requirements of any mortgage lenders or management contracts. Premium summary for the coverage is shown on the attached summary sheet.

Very truly yours

JACOBSON, GOLDFARB & SCOTT, INC



Vincent J. Hager, CIRMS
President

VILLAGE GRANDE AT ENGLISH MILL

397 UNITS INCLUDING CLUBHOUSE

INSURANCE PREMIUM ESTIMATE

VALUES AS OF NOVEMBER 2011

COVERAGE	AMOUNT	PREMIUM
1. Property Insurance Clubhouse and contents – 100% Insurable Value 397 Single family units	\$1,500,000	\$13,215
Ordinance or Law Coverage	\$1,000,000	Included
Loss of Maintenance Fees	Actual Loss Sustained	Included
2. Commercial General Liability	\$1,000,000	Included
3. Directors and Officers	\$2,000,000	\$3,776
4. Umbrella Liability	\$15,000,000	\$2,296
5. Hired and Non-Owned Auto	\$1,000,000	Included
6. Comprehensive Crime	\$1,250,000	\$907
7. Workers Compensation	Statutory	\$880
8. Boiler and Machinery	\$1,500,000	Included
Total Estimated Annual Premiums:		\$21,074

The premium estimates above are based on rates in effect in November 2011. Actual premiums may vary, based on the date coverage actually attaches. The premium quotes above are good for 60 days from the date on the cover letter.

EXHIBIT 5

MANAGEMENT AGREEMENT

Management Agreement

Prepared for

The Village Grande at English Mill HOA

Company

This document is provided to new homeowners as part of the purchase disclosure documentation. It has been sanitized by removing references to the company, money, and company representatives.

Management Services Term & Pricing

The term of this contract shall be for a period of 24 months commencing on 1/1/2012 and ending 12/31/2013.

Contract price for basic services: As consideration for Company performance of the fixed management services described herein, the Association agrees to pay and Company agrees to accept the firm price of
annually for 2012

for 2013. This fee includes one community manager on-site weekly 32 hours per week. * This fee also includes community manager attendance at 12 Board meetings per year. The pricing quoted is for portfolio management and is fixed up to 275 homes. Included in the calculation of compensation levels is Company maximum allocation for professional staff time required to provide the routine professional administrative and common area services outlined in this Agreement. The Community Manager and other staff members responsible for the Association have similar duties for other clients. * scheduled to be agreed upon prior to start date

The Association recognizes that there are additional administrative costs, which are the Association's responsibility. **The Association in accordance with the Annual Pricing Sheet attached will reimburse these routine expenses to Company** In addition to the fees outlined in the annual pricing sheet, a transfer fee of (Paid by Buyer/Seller at Settlement) will be charged for each resale.

The Association may request and Company may provide additional or expanded services beyond the services outlined in the Agreement and not included in the compensation limits of the contract. Examples of special services are outlined below. The fee for these services shall be at an hourly rate of Special services will not be performed until approved by the Board.

1. Participation in legal action, which is outside the normal daily operations of the Association, including attendance at court hearings, depositions, meetings and correspondence.
2. Insurance claim administration on cases involving property damage and personal injury items covered under the Association's policy. Administrative charges by Company under this provision are charges incurred after the initial claim filing and shall accordingly be submitted with the claim.
3. Negotiations and claims of a protracted nature arising from warranty claims for work by the developer and/or performed by any contractor prior to the date of this Agreement, including but not limited to FRT issues and DCA.
4. Consulting and administering requirements of the FHA, Fannie Mae and other approvals needed for financing. Assisting the developer in obtaining and reviewing the Master Deed, by-laws, rules and regulations, budget development and other

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items needed in the formation of the Association.

5. Any capital projects such as roofing, siding, painting, seal coating, etc., which would require the complete attention of the manager or management staff.
6. Attendance at any meetings other than those specified and calculated in the compensation levels portion of this contract (i.e. committee meetings not specified, additional board meetings or work sessions).

Company

Association Officer

Maintenance Services Term & Pricing *

The term of this contract shall be for a period of 24 months commencing on 1/1/2012 and ending 12/31/2013.

Hourly Labor Rates:

per man hour plus applicable sales tax

—Emergency (After Hour) Labor Rate plus applicable sales tax

Rates do not include sales tax. Company will bill Association weekly for all maintenance services performed.

Maintenance work is billed on time & material basis unless otherwise specified under separate contract. There is a one-hour minimum billable charge on all work orders processed. Please see exhibit A for maintenance duties.

Emergency labor rates effective Monday through Thursday 3:01pm through 6:59am and Friday 3:01 PM through Monday 6:59am. The emergency rate is applicable anytime a page is dispatched regardless if maintenance must report to property.

This Agreement may be terminated, without prejudice to any other right or remedy, by action of either of the parties with at least sixty days (60) prior written notice. This Agreement shall be construed under the law of the State of New Jersey.

Company

Association Officer

** No Work To Proceed Unless
Specifically Authorized by
Board of Trustees.*

EXHIBIT "A"

MAINTENANCE DUTIES

1. Process maintenance requests within the boundaries of association related maintenance and scope of maintenance skills. Scope of service is solely at the discretion of Company It being the express purpose to provide light maintenance and expedite routine maintenance tasks. Company is not a licensed electrician, plumber or general contractor.
2. Perform routine building maintenance tasks as necessary (i.e. maintain exterior lighting fixtures, clean gutters, clean dryer vents from outside units).
3. Police common areas, dumpsters & recyclables for debris. Empty common area trash receptacles.
4. Perform routine maintenance for amenities.

2012 Administrative Fees Price List

The Association recognizes that there are additional administrative costs, which are the Association's responsibility. The Association will reimburse these routine expenses to Company as follows:

Copy Charge - black and white/ Color

Postage - direct expense

Envelopes/Stationary-direct expense

Coupon books - book

Computerized Checks - no charge

Notary- per document

1099 Preparation- per vendor

Fax- per fax

Delinquency Letter- per letter monthly

Aged Delinquent Account Charge- per 90 day aged unit charged October

Computer Labels - per set

Mileage- per mile

Paper File storage- per bankers box charged March

Exhibit "A": Manager's Duties

Company shall provide all necessary administrative functions and professional assistance as required by the Association in accordance with their guidelines for management services.

A. ASSESSMENT COLLECTION:

1. Deposit all funds in Financial Institutions approved by the Association Board of Trustees in the Association's name only.
2. Receive through Company lock box system all assessment payments and other charges due the Association and deposit same in Association bank accounts described below. No cash will be accepted on behalf of the Association.
3. Set up and maintain individual account status.
4. Process delinquent accounts in accordance with policies established and adopted by the Association Board of Trustees. Provide written report to the Association Board of Trustees in each management report. Initiate legal action consistent with Board Policies and Declaration of Covenants and Restrictions. Assist attorney by providing account payment information necessary for court action.

B. FINANCIAL MANAGEMENT:

1. Reconcile all bank accounts and provide treasurer with monthly statements as requested.
2. Set up and maintain vendor files. Process payment to vendors as approved by the Association Board of Trustees in accordance with adopted budgetary expenditures. Provide voucher consisting of check number, date of issue and amount. Provide access to vendor files as required by Board of Trustees.
3. Disburse Association funds in accordance with all contractual obligations and all budgeted services, utilities, insurance premiums, etc. as approved by the Board of Trustees; obtain necessary signatures on all checks prior to issuance.
4. Maintain an account system from which an annual financial report can be prepared detailing operating expenses and reserve funds.
5. Prepare and submit monthly financial reports as follows:
 - a. Balance Sheet, General Ledger Activity & Trial Summary
 - b. Income Statements (Actual vs. Budget) for Month to Date & Year to Date
 - c. Statement of Disbursements & Bank Reconciliations
 - d. Status of Delinquencies, Accounts Receivable Report by Customer

6. Provide information for the annual audits and tax filings.
7. Prepare a preliminary operating budget ninety (90) days prior to start of fiscal year. Final budget to be submitted to the Board of Trustees for approval.
8. Monitor all billing and collection activities.
9. For the purpose of accounting continuity, Company shall input such financial information as is available to its respective operations prior to Company tenure and otherwise use reasonable efforts to establish accurate opening period balances. Company does not warranty the accuracy of any such financial information, which was not developed by Company.
10. Maintain reserve funds in an interest bearing account based upon the major repair and replacement fund report prepared by an engineering firm. Company will assist Board with timely recommendations for maximum rate of return and reserve schedule updating.
11. Coordinate the recommendations of the finance committee and the Board in investing the Reserve Funds.

C. ADMINISTRATION:

1. Maintain availability five (5) days a week for general assistance and information regarding Association services.
2. Process service requests with regard to common properties and facilities.
3. Inform Association members of existing rules and regulations and other notices promulgated by the Association as necessary.
4. Maintain accountability to the Association Board of Trustees as a whole.
5. Prepare and distribute monthly meeting notices for the following:
 - a. Board of Trustees
 - b. Association Committees
 - c. Association Annual General Membership Meeting
6. Maintain a complete set of files and records including the following where applicable/available:

Current Owner Listing

Association Documents

Amendments to the Declaration

Rules and Regulations

Policies and Resolutions

Current Contracts

Insurance Policies and Quotes

Financial Statements

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11/10/11 «Code»

Specifications and Guidelines for Architectural Requests

Minute Book

Corporate Seal

Agendas

Property/Equipment Inventory

List of Contractors

Individual Owner Files

7. Prepare and submit management reports to the Board of Trustees.
8. Report any accidents, fires or liability claims to the Board of Trustees related to management, maintenance, and operation of the Association and its properties.
9. Supervise and assist in the annual election meeting of the Association. Prepare all election material, proxies, ballots and notices.
10. Attend regular meetings of the Association as specified in "Pricing Sheet." Attendance at meetings in excess of the contracted limits and meeting attendance after two hours at any one meeting shall be billed at the rate of _____ per hour. It is also understood that Company is not expected to attend meetings on weekends, holidays or after 10:00 p.m.
11. Distribute to the Board in advance of the meeting, the agenda as established by the President, along with any materials which will support the facilitation of the meeting.
12. Cooperate with and assist in the selection of legal, engineering, and other professionals.
13. Review the Association's protective covenants, rules and regulations pertaining to common area.
14. Provide a list of any violations and make recommendations as to corrective actions. Violation inspections conducted monthly April through October.
15. Receive, in writing, all complaints regarding violation of the covenants of the Association.
16. Inform in writing and as outlined in the established policies of the Association, any resident who is in violation of the protective covenants, rules or regulations.
17. Recommend action in the administration and enforcement of fines, legal action, etc. with regard to infractions of the rules and in accordance with the Association documents.
18. Monitor the performance of contractors who provide services to the Association and report to the Board any occurrences that are in violation of contracted services.
19. Recommend and assist in the selection of contractor and finalize contracts with all contractors selected by the Board.
20. All contracts for common area services shall be executed by an Association officer unless there is

any emergency or unless Company is specifically directed to execute contracts on behalf of the Association.

21. Conduct regular inspections of the property.

22. Administer and maintain a twenty-four-- (24) hour, seven (7) day per week emergency response program to respond to client service related emergencies as defined by the Association and Company in advance. This system shall be through an answering service firm selected by Company.

23. Work with Association Committees to support Committee goals.

Agreement

This Agreement, made this 21 day of Nov 2011 by and between
Company (hereinafter referred to as Company), and The
Village Grande at English Mill HOA (hereinafter referred to as the Association) situated in
Egg Harbor Township, Atlantic County.

WITNESSETH

Whereas, the Association exists for the purpose of maintaining and operating certain properties
and generally promoting the health, safety, welfare and betterment of its members; and

Whereas, the Association has determined that it requires the assistance of an independent
contractor to perform management services; and

Whereas, the Association wishes to engage Company and Company wishes to accept
such engagements.

Now, therefore, in consideration of the mutual promises set forth herein, the Association and
Company do hereby covenant and agree as follows: Company shall be engaged to
perform management services as follows:

**ARTICLE 1
DUTIES AND SCOPE**

1.1 Company shall be available at reasonable times and for whatever periods are necessary
to properly fulfill the management duties, including attendance at Board of Trustees meetings and
at the Annual Meeting of Property Owners with participation at said meetings not to exceed two
(2) hours; perform regular inspections of the property, recommend changes, supervise
emergency repairs, hear and dispose of complaints. Company corporate & site management
offices will be closed on the following holidays: New Year's Day, Memorial Day, and July 4th,
Labor Day, Thanksgiving Day, and Day after Thanksgiving & Christmas Day. In the event that a
Holiday falls on a week- end, the management office will observe the Holiday on Friday or
Monday and offices will be closed.

1.2 The Association Board of Trustees authorizes manager to spend funds in accordance with
budgetary projections. Company shall be responsible for the disbursement of the
Association's funds in payment of the following expenses: the actual cost of all utilities, services,
equipment, materials, supplies or any other requirement for the proper operation and
maintenance of the Association's properties.

1.3 Company shall arrange for the general maintenance of the property, including but not
necessarily limited to, landscaping, lighting, and repair work. Performance standards shall be
subject to the Association Board of Trustees whose decisions shall be final and binding.

1.4 Company shall, unless otherwise directed by the Association Board of Trustees, solicit
competitive bids for any item of repair over , i.e., landscaping and
any other services required to adequately maintain the common areas. Bid selection shall be subject

to approval by the Association Board of Trustees prior to each contract award. All contractors shall be required to submit insurance certificates indicating proper coverage prior to commencing any work on Association property.

1.5 Any one item of repair that exceeds _____ shall have approval authorized by vote of majority of the Association Board of Trustees, except in emergency situations, i.e., snow removal, pool equipment, failure or like.

1.6 Company shall supervise accounts payable and receivable bookkeeping records and procedures. Company shall maintain true and correct records of receipt, expenditures, bids, service contracts; general correspondence and a current listing of all property owners.

1.7 Company shall review the insurance coverage of the common areas, maintain records, and periodically consult with the Association approved insurance consultants as to the current adequacy of coverages and limits. Company shall advise Association of the consultant's recommendation. Association shall direct Company regarding actions to be taken on consultant's recommendations. The consulting cost, if any, for this review and consultation shall be paid by the Association.

1.8 Company shall maintain conduct a video inventory of all Association personal property once during the entire term of the contract and provided to the Board or its designees.

1.9 Company shall offer guidance and suggestions to, and shall act in an advisory capacity to the Association Board of Trustees.

1.10 Company shall not be responsible for scheduling Association Board Meetings. Company, Inc. agrees upon proper advice of meeting dates to provide written notice of such meetings to all Association Board Members.

1.11 The detailed description of items of work as herein before stated are further set out in Company, Inc. Duties consisting of four (4) pages, identified as Contract Exhibit "A" attached hereto and made a part hereof.

ARTICLE 2

PERFORMANCE & PERSONNEL

2.1 Company shall hire in its own name all personnel necessary for the efficient discharge of the duties of Company as enumerated hereinafter, consistent with all applicable and relevant policies, directives, rules, regulations and by-laws, covenants, restrictions, and procedures of the Association, and consistent with such budgetary limitations as may be imposed by Association. All employees shall be under the complete control of Company. Company will provide the staff to perform the services outlined in this Agreement. All personnel, training, insurance, and payroll costs of the specified staff shall be at the expense of Company and are included as part of the compensation section of this Agreement. Company retains sole responsibility for the selection and retention of its staff. *

2.2 Company 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.

12 * The Company Regional Manager shall conduct an in person
and written review of the Manager at least once per year as well
as meet with the Board at least twice per year to review the
11/10/11 «Code» Manager's performance. Also, Regional Manager will meet with
manager at least once a month to review the community.

2.3 Association, through its duly authorized representatives, agrees to faithfully assist in a reasonable manner and within a reasonable time to enable Company in its performance.

2.4 Company agrees to maintain business-like relations with members of the Association whose request for service with regard to common properties and facilities shall be received, considered and recorded in a systematic fashion to reflect the action taken with respect to each. Complaints of a serious nature shall, after thorough investigation by Company be reported to the Association Board of Trustees with appropriate recommendations. Company shall take action as directed by the Board.

2.5 Company agrees to assist the Association Board of Trustees in informing all Association members with respect to such rules and regulations and notices as may be promulgated by the Association from time to time. Cost of preparation, distribution, etc., of such rules, regulations, and notices shall be borne by the Association.

2.6 Company staff are expected to participate in various education classes and monthly management meetings. Association agrees to allow required staff to participate in training and meetings as required by Company and Company. Company and Association agree that on-site managers will be permitted to attend classes and training not to exceed 40 hours per year.

ARTICLE 3

OFFICE, SOFTWARE AND FACILITIES

3.1 Any software, files, and scanned documents installed and generated by Company will remain the sole possession of Company at the termination of this Agreement.

3.2 The Association agrees to provide and maintain at its expense an office in the Association and furnish to Company the necessary office space, utilities, phones and sundry supplies required for Company, Inc.'s performance of its duties to the Association, all at no cost to Company, Inc.

ARTICLE 4

INDEPENDENT CONTRACTOR

4.1 Company shall be regarded as an independent contractor.

ARTICLE 5

BOND AND INSURANCE

5.1 Company shall, at its own expense, procure and maintain insurance coverage for workmen compensation insurance as required by law; general liability insurance within minimum limits as may be required by the Association. Insurance coverage and limit requirements shall be reasonable and proportionate to the liability exposure directly and solely related to Company services herein. Company shall, upon request, provide to the Association the certificates showing compliance. Said certificates shall provide that the required coverages and limits shall not be canceled or changed without ten (10) day prior written notice to the Association.

5.2 Except for willful acts or acts amounting to gross negligence, the Association agrees to indemnify and hold Company harmless from all damages and expenses (including, without limitation, counsel fees) sustained by Company when Company is carrying out the provisions of this

Agreement or acting under the expressed or implied direction of the Association Board of Trustees, and to indemnify and hold Company harmless from all damages and expenses (including without limitation, counsel fees) sustained by Company as a result of the actions of the Association or the Association's contractors other than Company. The Association further agrees to hold Company, Inc. harmless for any event or claims arising out of activities and conditions occurring prior to the effective date of the Agreement, whether directly relating to financial activities or arising out of any other areas of activity taking place prior to the date of this Agreement. The provisions of this Article 5, Subparagraph 5.2, shall survive the termination of this Agreement.

ARTICLE 6

Company **AS AGENT OF ASSOCIATION**

6.1. Everything done by Company under the provisions of Article 1 shall be done as Agent for the Association and any and all obligations or expenses incurred there under shall be for the account, on behalf, and at the expense of the Association. Any payments to be made by Company hereunder shall be made out of the accounts of the Association. Company shall not be obligated to make any advance to the account of the Association or to pay any sum on their behalf, nor shall Company be obligated to incur any liability or obligation under this Agreement without assurance that the necessary funds for the discharge thereof will be provided.

ARTICLE 7- WEBSITE CONTRACT

7.1 See attached Community Website Contract Addendum

AMENDMENT

8.1 This Agreement, including any exhibits hereto, represents the entire and integrated Agreement between Company and the Association and supersedes all prior negotiations, representations, or agreements, either written or oral. No alteration, amendment, variance or modification thereof shall be valid or enforceable, except by supplemental agreement in writing, executed and approved in same manner as this Agreement.

ARTICLE 9

TERM

9.1 The term of this contract shall be for a period of 24 months commencing on 1/1/2012 and ending 12/31/2013.

9.2 This Agreement may be terminated, without prejudice to any other right or remedy, by action of either of the parties with at least ~~sixty (60)~~ ⁴⁵ day's prior written notice.

9.3. Upon notice of termination, Company shall prepare for an orderly transition of responsibilities and records in accordance with the instructions of the Association. Company shall make available to the Association for inspection all books and records of the Association in Company possession, which material shall be available for turnover to the Association on the Termination Date. All photocopying of any records to be retained by Company will be completed at no expense to Company.

9.4 As of the date of termination, all sums due Company and all contractors, vendors or other service gents procured by Company 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

Company 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 Company 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 there from, if any.

ARTICLE 10

SEVERABILITY

10.1 Company and the Association hereby agree that this Agreement shall be considered severable, and the invalidity or unenforceability of any part hereof shall not affect the validity or enforceability of the remaining portions or provisions of this Agreement.

ARTICLE 11

PROPRIETARY INFORMATION

This document, Exhibit 5 Management Agreement, has been sanitized. All information reasonably considered proprietary has been removed including company, money, and company representative references.

ARTICLE 12

RELATIONSHIP OF AGENT TO OTHER ENTITIES

12.1 If the Agent is connected with an entity which performs or delivers goods or services to the Association, the Agent agrees to disclose such relationship to the Board prior to the entering into of a contract with such entity or prior to the delivery of goods or services. Any discount or other economic benefit received by the Agent as a result of any entity doing business with the Association shall be disclosed by the Agent and shall be passed on to the Association. If the Agent is connected with or related to a member of the Board of the Association, the Agent agrees to disclose such connection or relationship. Notwithstanding the foregoing to the contrary, the Association acknowledges that the Agent or its affiliates may earn a profit or receive fees incident to a) the operation of group purchasing programs intended to provide price and quality benefits to the Association and/or its residents, or b) the dissemination of marketing information about goods and services to the Agent's managed associations (including the Association) and their residents. Purchase of any product and/or service through any such purchase program or marketing plan is voluntary and is not in any manner required by the provisions of this Agreement.

ARTICLE 13

COMMUNITY WEBSITE

13.1 Within a reasonable period after the execution of this Agreement, the Agent will cause an interactive website (the "Website") to be made available to the Association that will contain

information specifically related to the Association. Access to most areas of the Website will be password protected, for the free and exclusive use of Association residents who register for this service through the Website. The Website will be operated and maintained by the Agent or its service providers and available by hyperlink from the Agent's website. It will provide various communication tools, which may include directories, calendars, surveys and forums and other products and services. All data submitted to the Website by Association residents and all content contributed by the Association shall be the property of the Association and are hereby licensed to the Agent for use in operating and maintaining the Website and related services. The Website and all computer programs and code used in the operation of the Website, as well as all intellectual property rights therein, and all revenue generated through the Website, shall be the sole and exclusive property of the Agent. In the event of the termination of this Agreement, the Agent will cause the Website to be shut down and will transfer all related resident data and Association content, in electronic format, to the party specified by the Association's Board of Directors. In the absence of instructions, the data will be transferred to the Association president. Upon completion of the transfer, the Agent will delete from its databases all personally-identifiable data about Association residents collected through the Website. The Agent's charge to the Association for the Website is a one-time set up charge of \$____ and the monthly fee of \$____ included in management fee_____

13.2 The Website may contain links to other websites. Use of these websites is at the user's own risk. The Agent is not responsible for and does not endorse the content, products or services of any third-party websites and does not make any representations regarding their quality, content or accuracy. The Agent does not assume any liability for the materials, information and opinions provided on, or available through, the Website (the "Site Content"). Reliance on the Site Content is solely at the user's own risk. The Agent disclaims any liability for injury or damages resulting from the use of any Site Content. The Website, the Site Content and the products and services provided on or available through the Website are provided on an "AS IS" and "AS AVAILABLE" basis. The Agent makes no warranty or representation with respect to the quality, accuracy or availability of the Website and disclaims all warranties of any kind, express or implied, including any warranties of merchantability, fitness for a particular purpose or non-infringement. In no event will the Agent or its licensors or contractors be liable for any damages of any kind, under any legal theory, arising out of or in connection with the use of, or anyone's inability to use, the Website, the Site Content, any services provided on or through the Website or any linked site, including any direct, indirect, incidental, special, consequential or punitive damages.

ARTICLE 14

CONSTRUCTION

14.1 This Agreement shall be construed under the law of the State of New Jersey.

IN WITNESS WHEREFORE, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS
DAY OF _____ AT _____
_____ STATE OF
NEW JERSEY.

ASSOCIATION BOARD OF TRUSTEES:

11/21/11

11/21/11
Date

Company

EXHIBIT 10

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

**FIRST 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 & DAVIS, LLP
P.O. Box 5600
Woodbridge, New Jersey 07095
Attention: Christine F. Li, Esq.**

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

THIS FIRST AMENDMENT AND SUPPLEMENT made this ___ day of _____ 201___, by D.R. Horton, Inc. - New Jersey, a Delaware Corporation, having an office at 700 East Gate Drive, Suite 110, Mt. Laurel, New Jersey 08054, (hereinafter the "Developer").

WITNESSETH:

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 ninety-seven (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 Phase I 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 Phase II, as described in Exhibit "A-2" and shown on that certain map entitled "Exhibit Plan for Phase II, Village Grande at English Mill, consisting of approximately 80.69 acres and one hundred twenty-four (124) additional Homes dated _____, 200__ and prepared by Consulting Engineer Services, 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.

ATTEST:

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

Mitchell Newman, Sr. Vice President

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

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

On _____, 2010, _____ (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 Sr. Vice 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 _____ 20__.

,Secretary

Notary Public

Exhibit A-1



consulting engineer services

Engineers, Planners, and Land Surveyors

February 4, 2004

LEGAL DESCRIPTION
VILLAGE GRANDE AT ENGLISH MILL - PHASE II
EXHIBIT PLAN FOR PHASE II
LANDS SITUATE

EGG HARBOR TOWNSHIP, ATLANTIC COUNTY, NEW JERSEY

Beginning at a point in the Northerly right-of-way line of High School Drive (50.00' Wide), said point being corner to Lot 10, Block 33.02 common with Lot 1, Block 3326, and extending from said point of beginning; Thence

- 1) Leaving the Northerly right-of-way line of High School Drive, and running along the division line of Lot 1, Block 3326, common with Lot 10, Block 3302, North 04 Degrees 05 Minutes 00 Seconds West, a distance of 1191.20 Feet, to a point; Thence
- 2) Continuing said common division line, and along a curve curving to the right, having a Radius of 240.00 Feet, with an interior angle of 34 Degrees 13 Minutes 08 Seconds, and an Arc length of 143.34 Feet (Chord: N 85°34'52" W, 141.21'), to a point; Thence
- 3) Continuing along same, and along a curve curving to the right, having a Radius of 240.00 Feet, with an interior angle of 101 Degrees 19 Minutes 43 Seconds, and an Arc length of 424.44 Feet (Chord: N 88°58'36" W, 371.25'), to a point; Thence
- 4) Continuing along same, South 83 Degrees 36 Minutes 29 Seconds West, a distance of 53.90 Feet, to a point; Thence
- 5) Continuing along same, and along a curve curving to the right, having a Radius of 240.00 Feet, with an interior angle of 20 Degrees 59 Minutes 02 Seconds, and an Arc length of 87.90 Feet (Chord: S 87°27'41" W, 87.41'), to a point; Thence
- 6) North 04 Degrees 10 Minutes 38 Seconds West, a distance of 945.76 Feet, to a point; Thence
- 7) South 72 Degrees 29 Minutes 24 Seconds East, a distance of 558.50 Feet, to a point; Thence
- 8) South 01 Degrees 56 Minutes 38 Seconds East, a distance of 7.39 Feet, to a point; Thence
- 9) South 88 Degrees 40 Minutes 50 Seconds East, a distance of 2328.94 Feet, to a point; Thence
- 10) North 73 Degrees 57 Minutes 10 Seconds East, a distance of 308.35 Feet, to a point; Thence
- 11) South 21 Degrees 32 Minutes 10 Seconds West, a distance of 743.41 Feet, to a point; Thence
- 12) North 68 Degrees 27 Minutes 50 Seconds West, a distance of 871.20 Feet, to a point; Thence

150 Delsea Drive, Suite 1, Sewell, NJ 08080

856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com

NJ Certificate of Authorization #GA276725

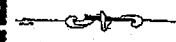
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- 13) South 21 Degrees 32 Minutes 10 Seconds West, a distance of 500.00 Feet, to a point; Thence
- 14) North 68 Degrees 27 Minutes 50 Seconds West, a distance of 1274.31 Feet, to a point; Thence
- 15) South 81 Degrees 06 Minutes 25 Seconds West, a distance of 14.88 Feet, to a point; Thence
- 16) South 04 Degrees 05 Minutes 00 Seconds East, a distance of 268.90 Feet, to a point; Thence
- 17) South 68 Degrees 27 Minutes 50 Seconds East, a distance of 2042.07 Feet, to a point; Thence
- 18) South 21 Degrees 32 Minutes 10 Seconds West, a distance of 750.00 Feet, to a point; Thence
- 19) Along the division line of Lot 24, Block 3325, common with Lot 1, Block 4001, North 68 Degrees 27 Minutes 50 Seconds West, a distance of 871.20 Feet, to a point; Thence
- 20) South 21 Degrees 32 Minutes 10 Seconds West, a distance of 475.00 Feet, to a point in the Northerly right-of-way line of High School Drive, aforesaid; Thence
- 21) Along the Northerly right-of-way line of High School Drive, North 68 Degrees 27 Minutes 50 Seconds West, a distance of 565.27 Feet, to a point of curvature; Thence
- 22) Continuing along said Northerly right-of-way line, along a curve curving to the left, having a Radius of 300.00 Feet, with an interior angle of 03 Degrees 25 Minutes 19 Seconds, and an Arc length of 17.92 Feet (Chord: N 70°10'30" W, 17.91'), to the point and place of beginning.

Hereinabove described lands being all of Village Grande at English Mill "Phase II", contains 80.69 Ac.±, and is graphically shown on the plan entitled EXHIBIT PLAN FOR PHASE II, VILLAGE GRANDE AT ENGLISH MILL, PLATE 33, BLOCK 3301, LOTS 9-11 & 18, BLOCK 3302, LOTS 10, 92-94, 96-101, BLOCK 4001, LOTS 2, 3 & 6, EGG HARBOR TOWNSHIP, ATLANTIC COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 2/04. CES Job #2171-01. File #2171-01-PH02_DRH.dwg.

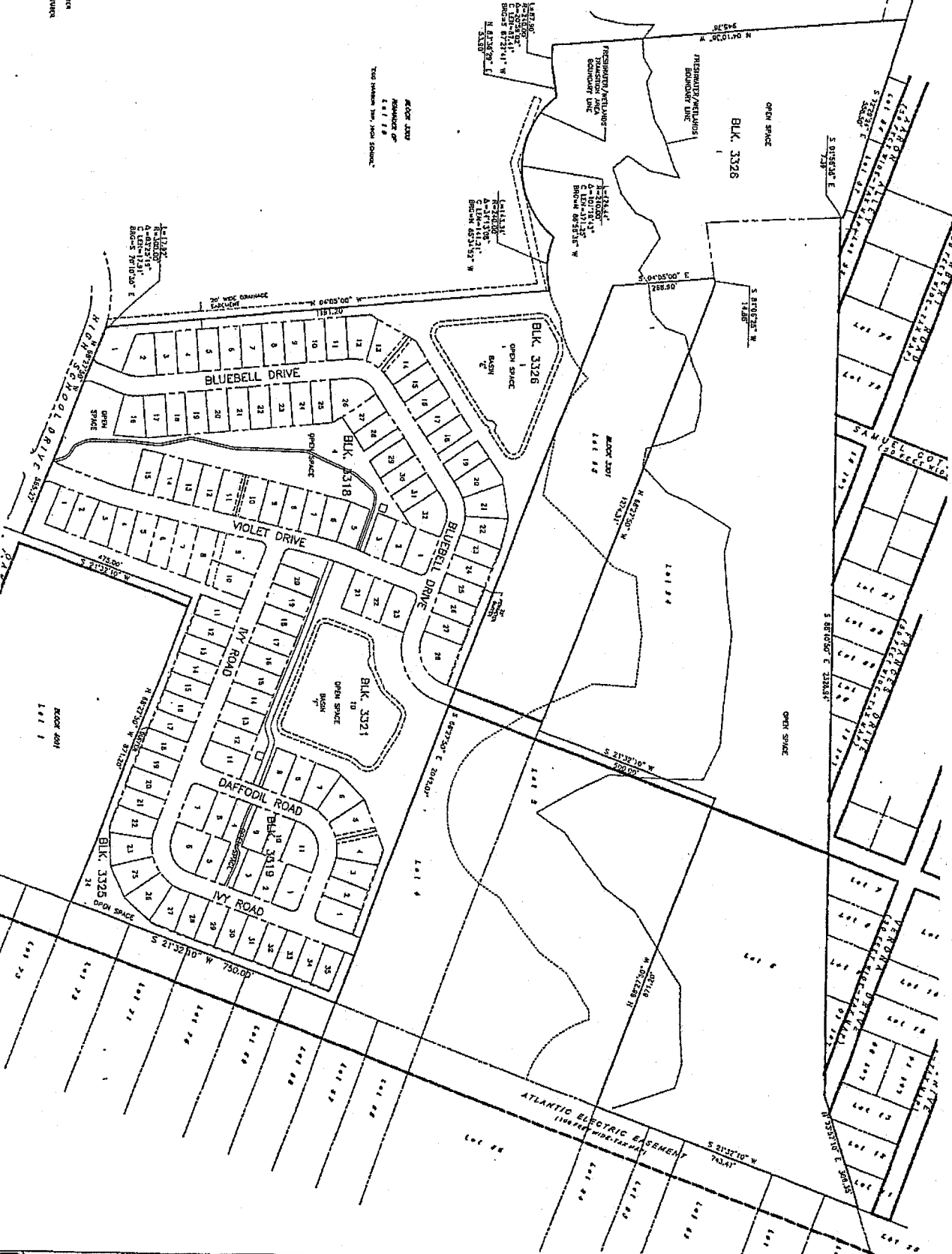

MARGARET KULIK, P.L.S.
New Jersey License No. 38943

Exhibit B-1



LEGEND

3
BLK. 3324
PROPOSED LOT NUMBERS
PRESENT BLOCK NUMBER



APPROVED BY
CONSULTING ENGINEER SERVICES
CONSULTING ENGINEER SERVICES
1000 W. 10TH STREET, SUITE 100, DENVER, CO 80202
TEL: 303.733.1111 FAX: 303.733.1112
WWW.CES-INC.COM

**EXHIBIT PLAN FOR PHASE II
VILLAGE GRANDE at ENGLISH MILL**
PLATE 33, BLOCK 3301, LOTS 9-11 & 18, BLOCK 3302,
LOTS 10, 92-94, 96-101, BLOCK 4001 LOTS 2, 3, & 6

DATE	BY	REVISION	NOTED

