

BY LAWS
OF
SHERWOOD AT TWIN OAKS HOMEOWNERS' ASSOCIATION, INC.,
A NON-PROFIT CORPORATION

THIS IS TO CERTIFY that the undersigned do hereby adopt the following By-Laws pursuant to law and the Articles of Incorporation.

ARTICLE I - GENERAL

SECTION 1. The name of the corporation is Sherwood at Twin Oaks Homeowners' Association, Inc.

SECTION 2. Purpose: These Articles are intended to govern the administration of the Association, a non-profit, non-partisan membership corporation organized under Title 15A of the Revised Statutes of New Jersey, and the exercise of all rights, powers, duties, obligations and privileges of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Sherwood at Twin Oaks Homeowners' Association, Inc., (the "Declaration") applicable to the Property more particularly described therein and recorded or to be recorded in the Office of the Clerk of Cumberland County and as the same may be amended from time to time as therein provided which such Declaration is incorporated herein as if fully set forth at length. The definitions set forth in the Declaration are likewise applicable herein.

SECTION 3. The name of the Association or the names of any Members in their official capacity shall not be used in connection with a commercial concern or any partisan interest or for any purpose not appropriately related to the promotion of the objects of the Association.

The Association shall be a non-profit institution, shall have the powers provided by law, its Certificate or Articles of Incorporation and as set forth herein.

SECTION 4. The Members of the Association shall be all Owners of the Lots located in the subdivision known as Twin Oaks Estates, more particularly set forth on that certain Final Plat entitled, "Amended Final Plan of Lots, Twin Oaks Estates", dated May 22, 2006, prepared by Key Engineers, Inc, and recorded in the Clerk's Office of Cumberland County on September 15, 2006, bearing Instrument No. 252829, and as more particularly described in the Declaration. Each Owner shall vote as provided in the Declaration. Each Owner must be a Member of this Association as long as he shall be an Owner of the Lot and shall cease membership when he shall no longer own the Lot.

EXHIBIT C

SECTION 5. The location of the principal office of this corporation is 1100 Centennial Avenue, Suite 201, Piscataway, New Jersey 08854, and the name of the agent therein and in charge thereof upon whom process against the corporation may be served is Sam Juffe.

ARTICLE II - MEMBERS

SECTION 1. Annual Meetings. The annual meeting of the Members shall be held on the third Monday in September and that meeting and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 p.m. The first annual meeting shall be held within two (2) years from the date of incorporation of the Association or not later than thirty (30) days after fifty-one (51%) percent of the Lots have been sold, whichever occurs first. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2. Special meetings. Special meetings of the Members may be called at any time by the President or by the Board of Trustees, or upon written request of one quarter (1/4) of all the Members who are entitled to vote.

SECTION 3. Proxies. Each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease after one year from the date thereof.

SECTION 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of special meeting, the purpose of the meeting.

SECTION 5. Quorum. The presence at the meeting of the Members entitled to cast or of proxies entitled to cast at least fifty (50%) percent of the total votes of both classes of membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 6. Members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Membership shall be appurtenant to each Lot and may be transferred only in connection with the transfer of such Lot.

ARTICLE III - BOARD OF TRUSTEES

SECTION 1. Term. The affairs of the Association shall be managed by a Board of not less than three (3) Trustees, who need not be Members of the Association.

SECTION 2. Composition and Term. The apportionment of the Board between appointed and elected directors shall be as follows:

The initial Board of Trustees shall be appointed by the Developer and shall serve until the first annual meeting following conveyance of fifty percent of the Lots. At that meeting one (1) Trustee shall be elected for a term of one year and the remaining Trustee positions shall be appointed by the Developer for a term of one year. At the first annual meeting following conveyance of all of the Lots, all of the Trustees shall be elected by the Members.

SECTION 3. Method of Nomination. Candidates for election shall be placed in nomination at the annual meeting of the Board. The Board shall provide all Members with a ballot containing the names of all candidates at the annual meeting. Nominations may be made from Members.

SECTION 4. Method of Election. Election shall be by secret written ballot at the annual meeting. The Members may cast, in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Certificate of Incorporation, these By Laws and the Declaration. Cumulative voting is not permitted. Those person receiving the largest number of votes shall be elected.

SECTION 5. Resignation and Removal. The unexcused absence of a Trustee from three consecutive meetings of the Board shall be deemed a resignation. Any Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, except for such Trustees appointed by the Developer.

SECTION 6. Vacancies. In the event of death, resignation or removal of any elected Trustee, his successor shall be selected by the remaining Trustees and shall serve for the un-expired term of his or her predecessor, unless said Trustee was appointed by the Developer, at which time the Developer shall have the right and authority to appoint a substitute Trustee.

SECTION 7. Compensation. No Trustee shall receive compensation for any service he or she may render to the Association. However, any Trustee may be reimbursed for actual expenses incurred in the performance of duty.

ARTICLE IV - MEETINGS OF TRUSTEES

SECTION 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

SECTION 2. Action Without Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all

the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

SECTION 3. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two Trustees, after not less than three (3) days notice to each Trustee.

SECTION 4. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE V - POWERS AND DUTIES OF THE BOARD OF TRUSTEES

SECTION 1. Powers. The Board of Trustees shall have power to:

(a) exercise all authority vested in or delegated to this Association by law or the Declaration and not reserved to the membership by other provision of these By-Laws, the Articles of Incorporation or the Declaration.

(b) employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties.

(c) adopt and publish rules and regulations governing the ownership, use and maintenance of the Common Area, common easements and facilities and the personal conduct of the Members and their guests thereon and to establish penalties for the infraction thereof;

(d) suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations;

(e) to take all reasonable action necessary to maintain, operate, preserve, improve and manage the Common Areas and common easements;

(f) to borrow, mortgage, lease, improve, preserve, maintain and manage the Common Areas and common easements.

(g) to levy fines.

SECTION 2. Duties. It shall be the duty of the Board of Trustees to:

(a) adopt and publish rules and rules including fees, if any, governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon and to include these in the Book of Resolutions;

(b) suspend the right to use the recreational facilities of an Owner during any period in which such Owner shall be in default for more than 30 days after notice in the payment of

any assessment levied by the Association. Such right may also be suspended for Members, after notice and hearing, for infraction of the Declaration or the Book of Resolutions;

(c) cause to be kept a complete record of all its corporate affairs including the Book of Resolutions, make such records available for inspection by any member or his agent and present an annual statement thereof to the Members;

(d) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(e) issue upon demand by any Member a certificate setting forth whether or not any assessment has been paid and giving evidence thereof for which a reasonable charge may be made;

(f) designate depositories for Association funds, designate those officers, agents and or employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate;

(g) provide Owners with a proposed annual budget thirty (30) days prior to its adoption by the Board;

(h) fix annual general and parcel assessments at an amount sufficient to meet the obligations imposed by the Declaration;

(i) Annually set the date(s) assessments are due, decide what, if any, interest rate is to be applied to assessments which remain unpaid thirty (30) days after they become due and impose any additional late fee for assessment that remain unpaid thirty (30) days after they become due;

(j) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the annual assessment or first installment thereof,

(k) cause the lien against any property for which assessments are not paid within thirty (30) days after due date to be foreclosed or cause an action at law to be brought against the Owner personally obligated to pay the same;

(l) issue, on demand by any Member, a certificate setting forth whether or not any assessment has been paid and giving evidence thereof for which a reasonable charge may be made;

(m) cause the Common Areas to be maintained;

(n) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(o) Enter into mortgage agreements and obtain capital debt financing subject to the provisions of the Declaration;

(p) appoint such committees as prescribed in Article VIII.

ARTICLE VI - OFFICERS

SECTION 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board of Trustees, a Secretary and a Treasurer and such other officers as the Board of Trustees may from time to time by resolution create.

SECTION 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

SECTION 3. Term. The officers of this Association shall be elected annually by the Board of Trustees and each shall hold office for one (1) year unless he or she shall sooner resign or shall be removed, or otherwise disqualified to serve.

SECTION 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

SECTION 6. Multiple Offices. The offices of President and Secretary may not be held by the same person. The office of Secretary and Treasurer may be held by one person.

ARTICLE VII - DUTIES OF OFFICERS

SECTION 1. Duties. The duties of the officers are as follows:

(a) **President:** the President shall preside at all meetings of the Board of Trustees and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes and contracts as the Board may approve from time to time.

(b) **Vice-President:** the Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act and shall exercise and discharge such duties as may be required by the Board.

(c) **Secretary:** the Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; maintain the Book of Resolutions; keep the corporate seal of the Association and affix it on all paper requiring said seal; serve notices to Members as provided in Article IX; keep appropriate current records showing the Members of the

Association together with their addresses; and shall perform such other duties as required by the Board.

(d) - Treasurer: the Treasurer shall cause all monies of the Association to be deposited in appropriate accounts and disbursed there from as directed by resolution of the Board of Trustees, shall sign as witness to any promissory notes and contracts; keep proper books of account; cause an examination of the Association books, if ordered by the Board, to be made by a certified public accountant at the completion of each full fiscal year; and shall be the chief officer responsible for the preparation of an annual budget and a statement of income and expenditures to be presented to the Board of Trustees and to the membership at its regular annual meetings.

ARTICLE VIII - COMMITTEES

The Board may appoint such committees it deems appropriate to carry out its purpose.

ARTICLE IX - QUORUM AND NOTICE

SECTION 1. Quorum. The quorum for meetings shall be the presence of Owners in person or by proxy who are entitled to cast fifty percent of the votes of the Owners and the presence of the Developer, for so long as he or she owns a Lot. If the required quorum is not forthcoming at the meeting, the meeting may be adjourned to another time no sooner than one week nor later than one month from that date. Should a quorum not be present at any meeting, the quorum requirement shall be reduced by half for the subsequent adjourned meeting.

SECTION 2. Notice. Notice required by the Declaration, the Articles of Incorporation or these By-laws shall be provided in writing by mailing a copy of such notice, first class postage prepaid, to the Member at the address last appearing on the books of the Association, or supplied by such Member for the purpose of notice.

Notice for meetings where action by Owners is required shall be provided to Owners at least thirty (30) days and not more than sixty (60) days prior to such meeting. Notice of all other meetings of Members shall be provided to Members at least fifteen days before such meeting. Notice of meetings shall specify, the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

ARTICLE X - FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XI - INDEMNIFICATION OF OFFICERS AND TRUSTEES

Each officer and Trustee of the Association in consideration of his or her services, as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit, or proceeding, civil or criminal to which he may be a party by reason of being or having been a director or officer of the Association. The foregoing right of indemnification shall not be exclusive of any other rights to which the director or officer or person may be entitled by law, or agreement, or vote of the Members or otherwise.

ARTICLE XII - ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association, annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days after the due date, shall bear interest from the date of delinquency as more fully set forth in the Declaration and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or common easements or abandonment of his Lot.

In addition to the aforesaid assessments and in the event the Association fails to maintain the Common Areas in accordance with the Declaration, the City of Bridgeton may serve written notice upon the Association, setting forth the manner in which the Association has failed to maintain the Common Areas and said City may enter upon and maintain the Common Areas, the cost of such maintenance being assessed against the Association, or Lot Owners as set forth in the Declaration, and same shall be a tax lien against the Properties.

ARTICLE XIII - BOOKS AND RECORDS

The Books and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV - AMENDMENT

SECTION 1. These By-laws may be amended:

(a) by a vote of two-thirds (2/3) of the Trustees at any meeting of the Trustees duly called for that purpose, provided notice of the meeting has been given to the Members at least fifteen (15) days prior to the meeting; or

(b) at the annual meeting of the Members by a vote of a majority of the votes of the Members who are voting in person or by proxy.

Should the Developer continue to own any Lot, he or she shall have the right to veto amendments.

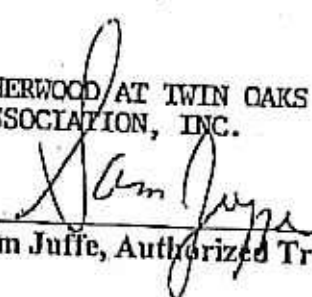
SECTION 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

IN WITNESS WHEREOF, the Association has adopted these By-Laws on the 9th day of November, 2006

Witnessed or Attested by:



SHERWOOD AT TWIN OAKS HOMEOWNERS'
ASSOCIATION, INC.

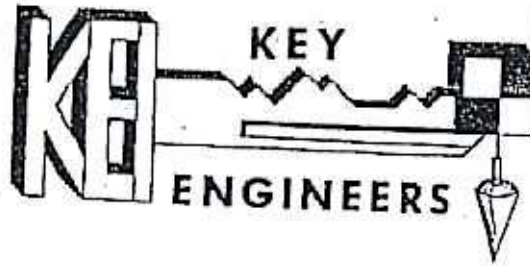

Sam Juffe, Authorized Trustee

Charles J. Riebel, Sr.,
P.E., P.P., C.M.E.

Charles J. Riebel, Jr.,
P.E., F.L.S., P.P., C.M.E.

Gregory B. Fusco,
P.E., P.P., C.M.E.

Robert S. Smith,
P.L.S., P.P.



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LEGAL DESCRIPTION

STORMWATER MANAGEMENT BASIN LOT

BLOCK 110.01, LOT 60

TWIN OAKS ESTATES

CITY OF BRIDGETON
CUMBERLAND COUNTY, NEW JERSEY

(KEI #10-1236SJ0304)

August 21, 2006

All that certain parcel or tract of land situate in the City of Bridgeton, County of Cumberland and the State of New Jersey being hereinafter more particularly described:

Beginning at a point of tangency of a 25.00 feet radius curve in the easterly line of Dare Avenue (60 feet wide right-of-way), said point being the end of a 25.00 feet radius curve connecting said easterly line of Dare Avenue to the southerly line of Twin Oaks Drive (50.00 feet wide right-of-way);

- THENCE (1) South 02 degrees, 46 minutes, 30 seconds East along the easterly line of Dare Avenue (60.00 feet wide right-of-way), a distance of 12.00 feet to a point corner to Lot 63;
- THENCE (2) North 89 degrees, 06 minutes, 52 seconds East along the line of Lot 63, a distance of 249.72 feet to a point;
- THENCE (3) South 01 degree, 36 minutes, 07 seconds East along the line of Lots 61 and 63, a distance of 776.85 feet to a point in the northerly line of Gilmore Street (50.00 feet wide right-of-way);
- THENCE (4) North 88 degrees, 51 minutes, 47 seconds East along the northerly line of Gilmore Street (50.00 feet wide right-of-way), a distance of 50.00 feet to a point in the easterly line of Park Avenue;

Corporate Office: 80 S. White Horse Pike • Berlin, New Jersey 08009 • (856) 767-0111 • Fax (856) 753-1091
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Post Office Box 606 • Sumners Point, New Jersey 08244

EXHIBIT D (Page 1 of 3)

- THENCE (5) South 01 degree, 36 minutes, 07 seconds East along the easterly line of Park Avenue (50.00 feet wide right-of-way), a distance of 50.00 feet to a point corner to Lot 59;
- THENCE (6) North 88 degrees, 51 minutes, 47 second East, a distance of 365.07 feet to a point, in the westerly line of Lot 14;
- THENCE (7) North 02 degrees, 04 minutes, 01 seconds West along the line of Lots 14, 13, 12 and 11, a distance of 327.97 feet to a point corner to Lot 11;
- THENCE (8) North 89 degrees, 54 minutes, 46 seconds East along the line of Lot 11, a distance of 174.30 feet to a point in the westerly line of Twin Oaks Drive;
- THENCE (9) North 00 degrees, 05 minutes, 14 seconds West along said line of Twin Oaks Drive, a distance of 50.00 feet to a point corner to Lot 10;
- THENCE (10) North 89 degrees, 54 minutes, 46 seconds West along the line of Lots 10 and 9, a distance of 176.03 feet to a point corner to Lots 9 and 8;
- THENCE (11) South 88 degrees, 23 minutes, 53 seconds West along the line of Lots 7 and 8, a distance of 179.06 feet to a point;
- THENCE (12) North 42 degrees, 11 minutes, 40 seconds West along the line of Lots 7, 6, 5, and 4, a distance of 242.71 feet to a point;
- THENCE (13) North 01 degree, 36 minutes, 07 seconds West along the line of Lots 4, 3 and 2, a distance of 239.69 feet to a point in the line of Lot 1;
- THENCE (14) South 87 degrees, 13 minutes, 30 seconds West along the line of Lot 1, a distance of 15.00 feet to a point;
- THENCE (15) North 01 degree, 36 minutes, 07 seconds West along the line of Lot 1, a distance of 75.02 feet to a point in the southerly line of Twin Oaks Drive;
- THENCE (16) South 87 degrees, 13 minutes, 30 seconds West along the southerly line of Twin Oaks Drive, a distance of 285.52 feet to a point of curvature;
- THENCE (17) Curving to the left in a southerly direction along the line of Twin Oaks Drive, said curve having a radius of 25.00 feet and a central angle of 90 degrees, 00 minutes, 00 seconds, an arc distance of 39.27 feet to a point of tangency and the Point and Place of Beginning.

Containing within said described bounds 222,811 square feet/5.12 acres of land, more or less.

Being known as part of Block 110.01, Lot 60 to be shown on the Official Tax Maps of the City of Bridgeton, Cumberland County, New Jersey and as shown on an Amended Final Plan of Lots of Twin Oaks Estates, prepared by Key Engineers, Inc., dated May 22, 2006.

Parcel subject to a 50 feet wide easement for drainage, a 60 feet wide easement to Atlantic City Electric and a stream encroachment line all as shown on the aforementioned amended Final Plan of Lots.

10/6/06

Date



Robert Scott Smith, P.L.S., P.P.
N.J.P.E. License No. 35403

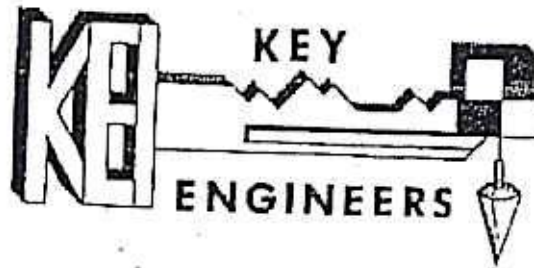
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LEGAL DESCRIPTION

20.00 FEET WIDE STORM DRAINAGE EASEMENT

PART OF BLOCK 110, LOTS 51 AND 52

CITY OF BRIDGETON
CUMBERLAND COUNTY, NEW JERSEY

(KEI #10-1236SJ0304)

August 21, 2006

All that certain parcel or tract of land situate in the City of Bridgeton, County of Cumberland and the State of New Jersey being hereinafter more particularly described:

Beginning at a point corner common to Block 110, Lots 51 and 52 in the curved northerly line of Twin Oaks Drive (50.00 feet wide);

THENCE (1) Curving to the left in a northwesterly direction along the northerly line of Twin Oaks Drive, said curve having a radius of 125.00 feet, an arc length of 10.01 feet to a point;

THENCE (2) North 38 degrees, 37 minutes, 52 seconds East along the easement line, a distance of 114.39 feet to a point;

THENCE (3) South 51 degrees, 22 minutes, 08 seconds East along the terminus of the easement, a distance of 20.00 feet to a point;

THENCE (4) South 38 degrees, 37 minutes, 52 seconds West along the easement line, a distance of 114.39 feet to a point in the curved northerly line of Twin Oaks Drive;


THENCE (5) Curving to the left in a northwesterly direction along the northerly line of Twin Oaks Drive, said curve having a radius of 125.00 feet, an arc length of 10.01 feet to the Point and Place of Beginning.

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Post Office Box 606 • Somers Point, New Jersey 08244

EXHIBIT E (Page 1 of 2)

Being known as a 20.00 feet wide storm drainage easement and being part of Block 110, Lots 51 and 52, as shown on a amended Final Plan of Lots of Twin Oaks Estates, dated May 22, 2006, prepared by Key Engineers, Inc.

10/6/06
Date


Robert Scott Smith, P.L.S., P.P.
N.J.P.E. License No. 35403

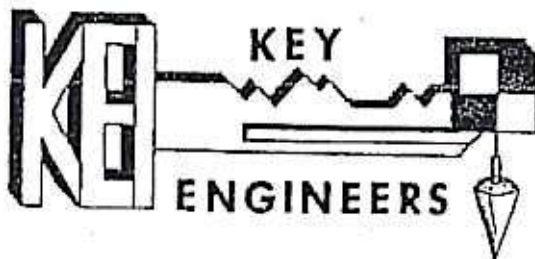
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LEGAL DESCRIPTION

STORM DRAINAGE EASEMENT

BLOCK 110, LOTS 63 AND 64

CITY OF BRIDGETON
CUMBERLAND COUNTY, NEW JERSEY

(KEI #10-1236SJ0304)

August 21, 2006

All that certain parcel or tract of land situate in the City of Bridgeton, County of Cumberland and the State of New Jersey being hereinafter more particularly described:

Beginning at a point corner common to Block 110, Lots 63 and 64 in the northerly line of Twin Oaks Drive (50.00 feet wide);

THENCE (1) South 87 degrees, 13 minutes, 30 seconds West along the northerly line of Twin Oaks Drive, a distance of 10.00 feet to a point;

THENCE (2) North 02 degrees, 46 minutes, 30 seconds West along the easement line, a distance of 126.66 feet to a point in the line of Lot 23;

THENCE (3) North 88 degrees, 02 minutes, 27 seconds East along the line of Lot 23, a distance of 20.00 feet to a point;

THENCE (4) South 02 degrees, 46 minutes, 30 seconds East along the easement line, a distance of 126.66 feet to a point in the northerly line of Twin Oaks Drive;

THENCE (5) South 87 degrees, 13 minutes, 30 seconds West along the northerly line of Twin Oaks Drive, a distance of 10.00 feet to the Point and Place of Beginning.


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EXHIBIT F (Page 1 of 2)

Being known as a 20.00 feet wide storm drainage easement and part of Block 110, Lots 63 and 64 as shown on an amended Final Plan of Lots of Twin Oaks Estates dated May 22, 2006, prepared by Key Engineers, Inc.

10/6/06
Date

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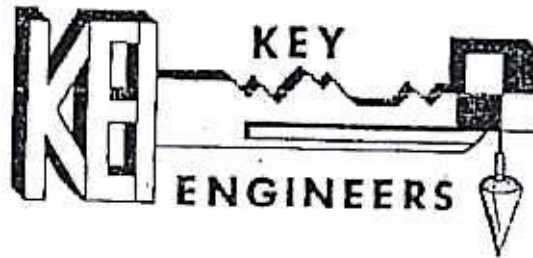

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Charles J. Riebel, Jr.,
F.E., P.L.S., P.P., C.H.E.

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LEGAL DESCRIPTION

20.00 FEET WIDE STORM DRAINAGE EASEMENT

PART OF BLOCK 110.01, LOTS 13 AND 14

CITY OF BRIDGETON
CUMBERLAND COUNTY, NEW JERSEY

(KEI #10-1236SJ0304)

August 21, 2006

All that certain parcel or tract of land situate in the City of Bridgeton, County of Cumberland and the State of New Jersey being hereinafter more particularly described:

Beginning at a point of corner common to Block 110.01, Lots 13 and 14 in the westerly line of Twin Oaks Drive (50.00 feet wide);

- THENCE (1) Curving to the left in a southerly direction along said line of Twin Oaks Drive, said curve having a radius of 125.00 feet, an arc length of 10.01 feet to a point;
- THENCE (2) South 85 degrees, 57 minutes, 41 seconds West along the easement line, a distance of 167.68 feet to a point corner in the line of Block 110.01, Lot 60;
- THENCE (3) North 02 degrees, 04 minutes, 01 second West along the line of Lot 60, a distance of 20.01 feet to a point;
- THENCE (4) North 85 degrees, 57 minutes, 41 seconds East along the easement line, a distance of 166.98 feet to a point in the westerly line of Twin Oaks Drive;
- THENCE (5) South 00 degrees, 05 minutes, 14 seconds East along the westerly line of Twin Oaks Drive, a distance of 1.38 feet to a point of curvature;


Corporate Office: 80 S. White Horse Pike • Berlin, New Jersey 08009 • (856) 767-6111 • Fax (856) 753-1001
5 N. Broad Street • Middletown, Delaware 19709 • (302) 449-0520 • Fax (302) 449-0521
Post Office Box 606 • Somers Point, New Jersey 08244

EXHIBIT G (Page 1 of 2)

THENCE (6) Curving to the left in a southerly direction along the westerly line of Twin Oaks Drive, said curve having a radius of 125.00 feet, an arc length of 8.62 feet to the Point and Place of Beginning.

Being known as a 20.00 feet wide storm drainage easement and part of Block 110.01, Lots 13 and 14, as shown on a amended Final Plan of Lots of Twin Oaks Estates, dated May 22, 2006, prepared by Key Engineers, Inc.

10/6/06
Date


Robert Scott Smith, P.L.S., P.P.
N.J.P.E. License No. 35403

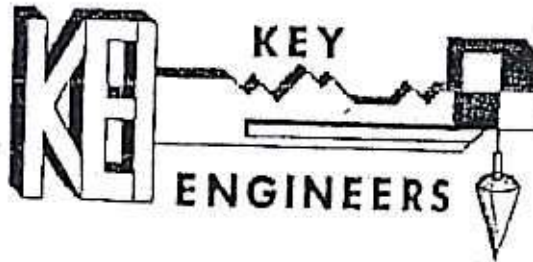
Projects\10\1236\Docs\Legal Descriptions\Legal PO B\110.01 Lts 13 & 14

Charles J. Riebel, Sr.,
P.E., P.P., C.M.E.

Charles J. Riebel, Jr.,
P.E., P.L.S., P.P., C.M.E.

Gregory B. Fusco,
P.E., P.P., C.M.E.

Robert S. Smith,
P.L.S., P.P.



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LEGAL DESCRIPTION

STORM DRAINAGE EASEMENT

PART OF BLOCK 110.01, LOTS 5 AND 6

CITY OF BRIDGETON
CUMBERLAND COUNTY, NEW JERSEY

(KEI #10-1236SJ0304)

August 21, 2006

All that certain parcel or tract of land situate in the City of Bridgeton, County of Cumberland and the State of New Jersey being hereinafter more particularly described:

Beginning at a point of corner common to Block 110.01, Lots 5 and 6 in the curved southerly line of Twin Oaks Drive (50.00 feet wide);


- THENCE (1) Curving to the left in a southeasterly direction along said curved southerly line of Twin Oaks Drive, having a radius of 125.00 feet, an arc distance of 10.01 feet to a point;
- THENCE (2) South 47 degrees, 48 minutes, 20 seconds West along the easement line, a distance of 121.85 feet to a point in the line of Lot 60;
- THENCE (3) North 42 degrees, 11 minutes, 40 seconds West along the line of Lot 60, a distance of 20.00 feet to a point;
- THENCE (4) North 47 degrees, 48 minutes, 20 seconds East along the easement line, a distance of 121.85 feet to a point in the curved southerly line of Twin Oaks Drive;
- THENCE (5) Curving to the left along the southerly line of Twin Oaks Drive, having a radius of 125.00 feet, an arc distance of 10.01 feet to the Point and Place of Beginning.

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Post Office Box 606 • Somers Point, New Jersey 08244

EXHIBIT H (Page 1 of 2)

Being known as a 20.00 feet wide drainage easement and part of Block 110.01, Lots 5 and 6, as shown on an amended Final Plan of Lots of Twin Oaks Estates, dated May 22, 2006, prepared by Key Engineers, Inc.

10/6/06
Date


Robert Scott Smith, P.L.S., P.P.
N.J.P.E. License No. 35403

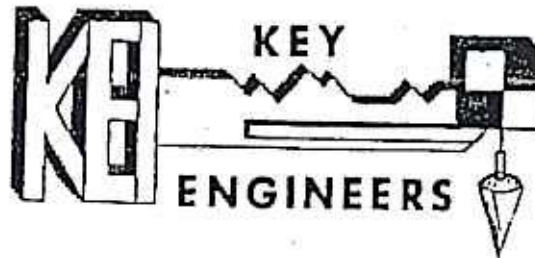
Projects\10\1236\Docs\Legal Descriptions\Legal PO B110.01 Lts 5 & 6

Charles J. Riebel, Sr.,
P.E., P.P., C.M.E.

Charles J. Riebel, Jr.,
F.E., P.L.S., P.P., C.M.E.

Gregory B. Fusco,
P.E., P.P., C.M.E.

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LEGAL DESCRIPTION

15.00 FEET WIDE UTILITY EASEMENT

PART OF BLOCK 110, LOTS 38, 50 AND 51

CITY OF BRIDGETON
CUMBERLAND COUNTY, NEW JERSEY

(KEI #10-1236SJ0304)

August 21, 2006

All that certain parcel or tract of land situate in the City of Bridgeton, County of Cumberland and the State of New Jersey being hereinafter more particularly described:

Beginning at a point of corner common to Block 110, Lots 50 and 51 in the curved northerly line of Twin Oaks Drive (50.00 feet wide right-of-way);

- THENCE (1) Curving to the right in a southeasterly direction along the curved northerly line of Twin Oaks Drive, said curve having a radius of 125.00 feet, an arc length of 7.51 feet to a point;
- THENCE (2) North 62 degrees, 30 minutes, 49 seconds East along the line of the easement, a distance of 189.10 feet to an angle point;
- THENCE (3) South 87 degrees, 35 minutes, 15 seconds East along the line of the easement 103.79 feet to a point in the curved westerly line of Caselli Court (50.00 feet wide);
- THENCE (4) Curving to the right along the westerly line of Caselli Court, said curve having a radius of 50.00 feet, an arc distance of 42.02 feet to a point corner to Lot 37;
- THENCE (5) North 87 degrees, 35 minutes, 15 seconds West along the line of Lot 32, a distance of 126.32 feet to a point corner to Lots 32, 38 and 51;

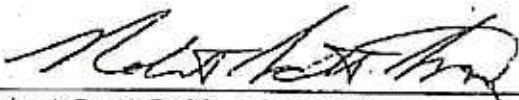
Corporate Office: 80 S. White Horse Pike • Berlin, New Jersey 08009 • (856) 767-0111 • Fax (856) 753-1001
5 N. Brand Street • Middletown, Delaware 19709 • (302) 449-0520 • Fax (302) 449-0521
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EXHIBIT I (Page 1 of 2)

- THENCE (6) North 00 degrees, 09 minutes, 55 seconds West along the line of Lot 32, a distance of 8.44 feet to a point corner to the easement;
- THENCE (7) South 62 degrees, 30 minutes, 49 seconds West along the easement line, a distance of 210.02 feet to a point in the curved northerly line of Twin Oaks Drive;
- THENCE (8) Curving to the right along said northerly line of Twin Oaks Drive, with a radius of 125.00 feet, an arc length of 7.51 feet to the Point and Place of Beginning.

Being known as a 15.00 feet wide utility easement and part of Block 110, Lots 38, 50 and 51, as shown on a amended Final Plan of Lots of Twin Oaks Estates, dated May 22, 2006, prepared by Key Engineers, Inc.

10/6/06
Date


Robert Scott Smith, P.L.S.; P.P.
N.J.P.E. License No. 35403

Project\10\1236\Draws\Legal Descrip\lms\Legal PO D110 Lts 38, 50 & 51

EXHIBIT J

BASIN MAINTENANCE SCHEDULE

The following control measures shall be provided by the property owner and/or any successors or owner to insure the continued performance of the retention basin, associated piping, system and structures.

RETENTION BASIN:

1. Mowing of basin side slope shall be on a bi-weekly basis during the months of May, September and October and on a weekly basis for June, July and August. Mowing shall be accomplished by using a gasoline-powered lawn mower with a grass catcher attachment.
2. Bi-annually removal and disposal of silt, sediment and debris that may build up in the bottom of the basin shall also be performed. Removal of sediment shall be performed only when the material is completely dry. Removal shall be accomplished with a backhoe and all loading/unloading operations shall be to a dump truck outside the basin limits. A front-end loader shall not be used in this process.
3. Any erosion of the basin side slopes and/or adjacent areas shall be stabilized in accordance with the standards for Permanent Vegetative Cover for Soil Stabilization, Section 3.2.1. Side slopes shall be refertilized and limed annually to maintain a dense stand of grass.
4. When the riprap becomes ineffective due to siltation, the riprap and silt will be removed and disposed of and new riprap shall be installed in accordance with the design.
5. Inspection of the condition of the basin shall be made every three (3) months and after every major storm so as to insure that the basin is functioning properly. Failure to maintain or if the repair is neglected, shall give the municipality of the authority to take action to have the repairs performed if necessary.
6. Mowing should be restricted during the times when the basin bottom is excessively wet.

PIPING SYSTEM AND STRUCTURES:

1. Inspection of the inlet structures shall be performed every three (3) months and after every major storm. The inspection should include checking for obstructions and the removal of debris and accumulated particles such as silt and sediment.
2. Annual inspection of the piping system shall be performed. The inspection should include checking for obstructions and the removal of debris and accumulated particles such as silt and sediment.

GE/wmp:kae
Projects/10/1169/docs/Schedule 'A' Basin Maintenance

Section 10: Maintenance and Repair.

A. Applicability

1. Projects subject to review as in Section 1.C of this ordinance shall comply with the requirements of Sections 10.B and 10.C.

B. General Maintenance

- ① The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
- ② The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). Maintenance guidelines for stormwater management measures are available in the New Jersey Stormwater Best Management Practices Manual. If the maintenance plan identifies a person other than the developer (for example, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's agreement to assume this responsibility, or of the developer's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
- ③ Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project.
- ④ If the person responsible for maintenance identified under Section 10.B.2 above is not a public agency, the maintenance plan and any future revisions based on Section 10.B.7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
- ⑤ Preventative and corrective maintenance shall be performed to maintain the function of the stormwater management measure, including repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of nonvegetated linings.
- ⑥ The person responsible for maintenance identified under Section 10.B.2 above shall maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders.
- ⑦ The person responsible for maintenance identified under Section 10.B.2 above shall evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed.
- ⑧ The person responsible for maintenance identified under Section 10.B.2 above shall retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Sections 10.B.6 and 10.B.7 above.

- 9) The requirements of Sections 10.B.3 and 10.B.4 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency.

(Note: It may be appropriate to delete requirements in the maintenance and repair plan that are not applicable if the ordinance requires the facility to be dedicated to the municipality. If the municipality does not want to take this responsibility, the ordinance should require the posting of a two year maintenance guarantee in accordance with N.J.S.A. 40:55D-53. Guidelines for developing a maintenance and inspection program are provided in the New Jersey Stormwater Best Management Practices Manual and the NJDEP Ocean County Demonstration Study, Stormwater Management Facilities Maintenance Manual, dated June 1989 available from the NJDEP, Watershed Management Program.)

- 10) In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person.

- B. Nothing in this section shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53.

Section 11: Penalties

Any person who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this ordinance shall be subject to the following penalties: *[Municipality to specify]*.

Section 12: Effective Date

This ordinance shall take effect immediately upon the approval by the county review agency, or sixty (60) days from the receipt of the ordinance by the county review agency if the county review agency should fail to act.

Section 13: Severability

If the provisions of any section, subsection, paragraph, subdivision, or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF REVENUE, BUSINESS GATEWAY SERVICES

CERTIFICATE OF INC, (NON PROFIT)

SHERWOOD AT TWIN OAKS HOMEOWNERS ASSOCIATION A NJ NONPROFIT CORPORATION

0400142682

The above-named DOMESTIC NON-PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 08/21/2006 and was assigned identification number 0400142682. Following are the articles that constitute its original certificate.

1. **Name:**
SHERWOOD AT TWIN OAKS HOMEOWNERS ASSOCIATION A NJ
NONPROFIT CORPORATION
2. **The Registered Agent:**
SAM JUFFE
3. **The Registered Office:**
1100 CENTENNIAL AVENUE SUITE 201
PISCATAWAY, NJ 08854-4152
4. **Business Purpose:**
Other: Please Specify in detail as an additional article
5. **Qualification:**
AS SET FORTH IN THE BYLAWS
6. **Rights:**
AS SET FORTH IN THE BYLAWS

Continued on next page ...

NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF REVENUE, BUSINESS GATEWAY SERVICES

CERTIFICATE OF INC, (NON PROFIT)

SHERWOOD AT TWIN OAKS HOMEOWNERS ASSOCIATION A NJ NONPROFIT
CORPORATION

0400142682

7. Other Long:
AS SET FORTH IN THE BYLAWS
8. If applicable, set forth the designation of each class of shares, the number in each and a statement of the relative rights, preferences and limitations:
AS SET FORTH IN THE BYLAWS
9. First Board of Trustees:
SAM JUFFE
1100 CENTENNIAL AVENUE SUITE 201
PISCATAWAY, NJ 08885-4152
MICHAEL JUFFE
242 TERRECE BLVD
VOORHEES, NJ 08043-0675
CHRISTINE JUFFE
1100 CENTENNIAL AVENUE SUITE 201
PISCATAWAY, NJ 08854-4152
10. Incorporators:
SAM JUFFE
1100 CENTENNIAL AVENUE SUITE 201
PISCATAWAY, NJ 08854-4152
11. The Main Business Address:
1100 CENTENNIAL AVENUE SUITE 201
PISCATAWAY, NJ 08854-4152

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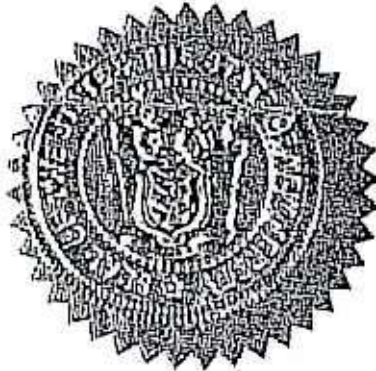
NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF REVENUE, BUSINESS GATEWAY SERVICES

CERTIFICATE OF INC, (NON PROFIT)

SHERWOOD AT TWIN OAKS HOMEOWNERS ASSOCIATION A NJ NONPROFIT
CORPORATION

0400142682

Signatures:
SAM JUFFE



IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
08/23/2006

Bradley Abelow

Bradley Abelow
State Treasurer

RECORDING INFORMATION SHEET

**CUMBERLAND COUNTY CLERK'S OFFICE
60 WEST BROAD STREET
BRIDGETON NJ 08302**

INSTRUMENT NUMBER:

259663

DOCUMENT TYPE:

DEC OF COV

Official Use Only

GLORIA NOTO, COUNTY CLERK
CUMBERLAND COUNTY, NJ

INSTRUMENT NUMBER
259663
RECORDED ON
November 15, 2006 10:08 am
BOOK:4013 PAGE:4564

RMG

Return Address (for recorded documents)

CAPIZOLA FINEMAN & LAPHAM
100 NORTH MAIN ROAD
VINELAND NJ 08360

No. Of Pages (excluding Summary Sheet)

41

Recording Fee (excluding Transfer Tax)

\$430.00

Realty Transfer Tax

\$0.00

Amount Charged

\$430.00

Parcel Information

Block

Lot

First Party Name

SHERWOOD AT TWIN OAKS LLC

Second Party Name

SHERWOOD AT TWIN OAKS HOMEOWNERS

Additional Information (Official Use Only)

MAIL COPY

NO COPY

ENVELOPE

ADDITIONAL STAMPINGS _____

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***** RETAIN THIS PAGE FOR FUTURE REFERENCE.*****

RECORDING INFORMATION SHEET

CUMBERLAND COUNTY CLERK'S OFFICE
60 WEST BROAD STREET
BRIDGETON NJ 08302

INSTRUMENT NUMBER: 259663	DOCUMENT TYPE: DEC OF COV
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Official Use Only

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RMG

Return Address (for recorded documents)
CAPIZOLA FINEMAN & LAPHAM
100 NORTH MAIN ROAD
VINELAND NJ 08360

No. Of Pages (excluding Summary Sheet)	41
Recording Fee (excluding Transfer Tax)	\$430.00
Realty Transfer Tax	\$0.00
Amount Charged	\$430.00

Parcel Information	Block
	Lot
First Party Name	SHERWOOD AT TWIN OAKS LLC
Second Party Name	SHERWOOD AT TWIN OAKS HOMEOWNERS

MAIL COPY

NO COPY

ENVELOPE

Additional Information (Official Use Only)

ADDITIONAL STAMPINGS _____

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*****.RETAIN THIS PAGE FOR FUTURE REFERENCE.*****

ARTICLE I DEFINITIONS

SECTION 1. "Annual Assessments" shall mean and refer to those fees or charges levied by the Association upon the owner of each Lot for the purpose of adequately meeting expenses for the improvement and maintenance of the common areas upon which the Association has an easement upon or may own, including but not limited to insurance and professional fees.

SECTION 2. "Association" shall mean and refer to Sherwood at Twin Oaks Homeowners' Association, Inc., a Non-profit Corporation and assigns. A Copy of the Articles of Incorporation or Certificate of Incorporation for the Association is attached hereto as Exhibit B.

SECTION 3. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Trustees as same may be from time to time amended.

SECTION 3. "Board of Trustees" or "Board" or "Directors" shall mean and refer to the governing body of the Association as more thoroughly defined in the By-Laws of the Sherwood at Twin Oaks Homeowners' Association, Inc., which said By-Laws are attached hereto as Exhibit C.

SECTION 4. "Capital Contribution" shall mean the initial contribution in the amount of \$100.00 paid by each initial buyer of a Lot.

SECTION 5. "Common Area" shall mean and refer to those areas of land, together with improvements thereto, shown on that certain Final Plat entitled, "Amended Final Plan of Lots, Twin Oaks Estates," dated May 22, 2006, prepared by Key Engineers, Inc, and recorded in the Clerk's Office of Cumberland County on September 15, 2006, bearing Instrument No. 252829, which are intended to be devoted to the common use and enjoyment of the Members. Such Common Areas include, but are not necessarily limited to the following portions of the Property described more particularly in the following enumerated Exhibits, which are incorporated herein and attached hereto:

Exhibit D - Stormwater Basin Lot - Block 110.01, Lot 60

Exhibit E - Storm Drainage Easement - Block 110, Part of Lots 51 and 52

Exhibit F - Storm Drainage Easement - Block 110, Part of Lots 63 and 64

Exhibit G - Storm Drainage Easement - Block 110.01, Part of Lots 13 and 14

Exhibit H - Storm Drainage Easement - Block 110.01, Part of Lots 5 and 6

Exhibit I - Utility Easements - Block 110, Part of Lots 38, 50 and 51

SECTION 6. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire Document as may from time to time be amended.

SECTION 7. "Developer" or "Declarant" shall mean and refer to Sherwood At Twin Oaks, L.L.C., its successors and/or assigns.

SECTION 8. "General Plan of Development" shall mean that plan as publicly distributed and/or recorded and as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the Property, as such may be amended from time to time subject to at least thirty (30) days notice to the Association and approval of the governmental agencies involved.

SECTION 9. "Living Unit" shall mean and refer to any portion of a structure situated upon the Property designed and intended for use and occupancy as a residence by a single family.

SECTION 10. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of Common Area as heretofore defined.

SECTION 11. "Member" shall mean and refer to all those Owners who are Members of the Association or hereinafter provided.

SECTION 12. "Occupant" shall mean and refer to the occupant of a Living Unit who shall be either the Owner or a Lessee who holds a written lease having an initial term of at least twelve (12) months.

SECTION 13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 14. "Parcel" shall mean and refer to all platted subdivisions of one or more Lots, which are subject to a Supplementary Declaration.

SECTION 15. "Special Assessments" shall mean and refer to those fees or charges levied by the Association upon the Owner of each Lot for the purpose of capital improvements.

SECTION 16. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer which extends the provisions of this Declaration to a Parcel and contains such complementary provisions for such Parcel as are herein required by this Declaration.

SECTION 17. "Property" shall mean and refer to all real property which becomes subject to the Declaration, more particularly described in Exhibit A hereof.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

SECTION 1. Existing property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Bridgeton, County of Cumberland, State of New Jersey and more particularly described in Exhibit A.

SECTION 2. Incorporation of Additional Lands. Pursuant to Articles hereof, the Declarant has reserved for itself the right but not the obligation to develop and/or subject to this Declaration all or portions of Additional Lands. Such portions(s) of Additional Lands and/or any improvements erected thereon or to be erected thereon shall be subjected to this Declaration upon recordation in the County Clerk's Office of an appropriate Supplementary Declaration expressly subjecting a portion of

the Additional Lands and/or such improvements to this Declaration. Upon being subjected to the Declaration by the recordation of a Supplementary Declaration, such portion(s) of the Additional Lands and/or such improvements shall thereupon become part of the Association. All references in this Declaration to the Property shall be deemed to mean and include not only the Property subjected to the Declaration upon the recordation of same as set forth in Article II, Section 1 hereof but shall also be deemed to mean and include all other Additional Lands or Parcels hereafter subjected to this Declaration as aforesaid.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Members. Every person or entity who is an Owner of any Lot which is subject by covenants of record to assessment by the Association shall be a mandatory Member of the Association and such membership shall be appurtenant to and not separated from ownership of any Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. All Members of the Association shall be governed and controlled by the Certificate of Incorporation and the By Laws thereof.

SECTION 2. Voting Rights. The Association shall have one class of members consisting of the Owners of Lots and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised by the person holding such interest as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV COMMON AREA

SECTION 1. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, as shown on the General Plan of Development, and all improvements thereon and shall keep the same in good, clean, attractive and sanitary condition, order and repair. After Developer's initial construction of the stormwater basin, the Association shall, at all times, maintain the stormwater management basin and the lands upon which it is located to assure adequate drainage of the Property in accordance with the maintenance schedule attached hereto as Exhibit J and may be subject to change as required by the governmental authority having jurisdiction as to the maintenance of this basin. The Association shall also keep the areas safe and free from danger of injury to persons and property. The Association shall also keep the areas in conformance with all relevant Health Codes. The maintenance set forth herein shall include, but not be limited to cutting the grass at least once a month from April to November of each year. All maintenance set forth herein shall also be provided in connection with any portions of property adjoining Lot Owners may have provided the Association an easement upon. By way of example, easements for entrance monuments.

SECTION 2. Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and every Member shall have a right of enjoyment in the Common Area.

SECTION 3. Extent of Members' Easements. The Members' easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area;

(b) The right of the Association to suspend the right of an Owner to use any facilities constructed within the Common Area, and meant for admission by Members ("Facilities"), for any period during which any assessment against his/her Lot remains unpaid for more than thirty (30) days after notice.

The right of the Association to suspend the right of a Member to use the said facilities for any other infraction of this Declaration or the Book of Resolutions;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to which the Association has fee title to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the Members, so long as said dedication or transfer is not in violation of local or state law. No such dedication or transfer shall be effective without the approval of two thirds (2/3) of the Owners, who are voting in person or by proxy at a meeting of the Association duly called for this purpose. The Association must also obtain the approval of the City of Bridgeton before they dedicate or transfer all or any part of the Common Area to any public agency, authority or utility.

SECTION 4. Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and Facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association and included within the Book of Resolutions.

SECTION 5. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, agents or member of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association, and as may be required in accordance with local or state rules and regulations in existence at the time of the repair. The Association shall not modify the Stormwater Basin without the approval of the City of Bridgeton. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.

SECTION 6. Title to Common Area. The Developer may transfer the legal title to the stormwater basin lot or other Common Areas which are shown as independent lots on the Final Plat, Common Area or portion thereof to the Association at such time as it deems appropriate, but notwithstanding any provisions hereto, the Developer hereby covenants that it shall convey any such Common Area or portions thereof to the Association, free and clear of all liens and financial encumbrances, not later than the conveyance of the last Lot in the recorded subdivision. Members shall have all the rights and obligations imposed by the Declaration with respect to such Common Area.

SECTION 7. Foreclosure of Common Area. In the event of a default upon any mortgage of the Common Area or any Facilities thereon owned by the Association, the mortgage lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment.

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) annual charges, such as assessments to be established and collected as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and the obligation for delinquent assessments shall pass to successors in title. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. Capital Contribution. Each initial Buyer of a Lot shall pay \$100.00 as an initial capital contribution. Said Contributions and the interest earned thereon shall be available as a long-term reserve as well as for operational expenses by the Association.

SECTION 3. Annual Assessment.

(a) **Purpose of Assessment.** The annual assessment levied by the Association shall be used exclusively to maintain the Common Areas and to promote the recreation, health, safety and welfare of the residents of the Property and in particular for the improvement, maintenance and operation of the Common Area and facilities.

(b) **Basis for Assessment.** Each Living Unit which is certified for occupancy and each unimproved Lot which has been conveyed to an Owner (together, "Assessable Unit") shall be assessed at a uniform rate. For the purpose of assessment, the term "Owner" shall include the Developer, or other person or entity who purchases a Lot for the purpose of constructing improvements thereon for resale to an Owner. The Declarant, however, shall not have any responsibility for payment of an assessment on any Lots prior to an initial sale of such Lots.

(c) **Method of Assessment.** By a vote of a majority of the Directors, the Board shall fix the annual assessment upon the basis provided above; provided however, the annual assessments shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the date(s) such assessments shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments; provided however that upon default in the payment of any one or more installments, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full.

STATE OF NEW JERSEY :
 : SS
COUNTY OF Middlesex :

I CERTIFY that on the date set forth below, Sam Juffe, Managing Member of SHERWOOD AT TWIN OAKS, L.L.C., a New Jersey Limited Liability Company personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Dated: November 9, 2008

Ethel Moskowitz

ETHEL MOSKOWITZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 15, 2010

ARTICLE I DEFINITIONS

SECTION 1. "Annual Assessments" shall mean and refer to those fees or charges levied by the Association upon the owner of each Lot for the purpose of adequately meeting expenses for the improvement and maintenance of the common areas upon which the Association has an easement upon or may own, including but not limited to insurance and professional fees.

SECTION 2. "Association" shall mean and refer to Sherwood at Twin Oaks Homeowners' Association, Inc., a Non-profit Corporation and assigns. A Copy of the Articles of Incorporation or Certificate of Incorporation for the Association is attached hereto as Exhibit B.

SECTION 3. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Trustees as same may be from time to time amended.

SECTION 3. "Board of Trustees" or "Board" or "Directors" shall mean and refer to the governing body of the Association as more thoroughly defined in the By-Laws of the Sherwood at Twin Oaks Homeowners' Association, Inc., which said By-Laws are attached hereto as Exhibit C.

SECTION 4. "Capital Contribution" shall mean the initial contribution in the amount of \$100.00 paid by each initial buyer of a Lot.

SECTION 5. "Common Area" shall mean and refer to those areas of land, together with improvements thereto, shown on that certain Final Plat entitled, "Amended Final Plan of Lots, Twin Oaks Estates," dated May 22, 2006, prepared by Key Engineers, Inc, and recorded in the Clerk's Office of Cumberland County on September 15, 2006, bearing Instrument No. 252829, which are intended to be devoted to the common use and enjoyment of the Members. Such Common Areas include, but are not necessarily limited to the following portions of the Property described more particularly in the following enumerated Exhibits, which are incorporated herein and attached hereto:

Exhibit D - Stormwater Basin Lot - Block 110.01, Lot 60

Exhibit E - Storm Drainage Easement - Block 110, Part of Lots 51 and 52

Exhibit F - Storm Drainage Easement - Block 110, Part of Lots 63 and 64

Exhibit G - Storm Drainage Easement - Block 110.01, Part of Lots 13 and 14

Exhibit H - Storm Drainage Easement - Block 110.01, Part of Lots 5 and 6

Exhibit I - Utility Easements - Block 110, Part of Lots 38, 50 and 51

SECTION 6. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire Document as may from time to time be amended.

SECTION 7. "Developer" or "Declarant" shall mean and refer to Sherwood At Twin Oaks, L.L.C., its successors and/or assigns.

SECTION 8. "General Plan of Development" shall mean that plan as publicly distributed and/or recorded and as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the Property, as such may be amended from time to time subject to at least thirty (30) days notice to the Association and approval of the governmental agencies involved.

SECTION 9. "Living Unit" shall mean and refer to any portion of a structure situated upon the Property designed and intended for use and occupancy as a residence by a single family.

SECTION 10. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of Common Area as heretofore defined.

SECTION 11. "Member" shall mean and refer to all those Owners who are Members of the Association or hereinafter provided.

SECTION 12. "Occupant" shall mean and refer to the occupant of a Living Unit who shall be either the Owner or a Lessee who holds a written lease having an initial term of at least twelve (12) months.

SECTION 13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 14. "Parcel" shall mean and refer to all platted subdivisions of one or more Lots, which are subject to a Supplementary Declaration.

SECTION 15. "Special Assessments" shall mean and refer to those fees or charges levied by the Association upon the Owner of each Lot for the purpose of capital improvements.

SECTION 16. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer which extends the provisions of this Declaration to a Parcel and contains such complementary provisions for such Parcel as are herein required by this Declaration.

SECTION 17. "Property" shall mean and refer to all real property which becomes subject to the Declaration, more particularly described in Exhibit A hereof.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

SECTION 1. Existing property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Bridgeton, County of Cumberland, State of New Jersey and more particularly described in Exhibit A.

SECTION 2. Incorporation of Additional Lands. Pursuant to Articles hereof, the Declarant has reserved for itself the right but not the obligation to develop and/or subject to this Declaration all or portions of Additional Lands. Such portions(s) of Additional Lands and/or any improvements erected thereon or to be erected thereon shall be subjected to this Declaration upon recordation in the County Clerk's Office of an appropriate Supplementary Declaration expressly subjecting a portion of

the Additional Lands and/or such improvements to this Declaration. Upon being subjected to the Declaration by the recordation of a Supplementary Declaration, such portion(s) of the Additional Lands and/or such improvements shall thereupon become part of the Association. All references in this Declaration to the Property shall be deemed to mean and include not only the Property subjected to the Declaration upon the recordation of same as set forth in Article II, Section 1 hereof but shall also be deemed to mean and include all other Additional Lands or Parcels hereafter subjected to this Declaration as aforesaid.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Members. Every person or entity who is an Owner of any Lot which is subject by covenants of record to assessment by the Association shall be a mandatory Member of the Association and such membership shall be appurtenant to and not separated from ownership of any Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. All Members of the Association shall be governed and controlled by the Certificate of Incorporation and the By Laws thereof.

SECTION 2. Voting Rights. The Association shall have one class of members consisting of the Owners of Lots and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised by the person holding such interest as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV COMMON AREA

SECTION 1. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, as shown on the General Plan of Development, and all improvements thereon and shall keep the same in good, clean, attractive and sanitary condition, order and repair. After Developer's initial construction of the stormwater basin, the Association shall, at all times, maintain the stormwater management basin and the lands upon which it is located to assure adequate drainage of the Property in accordance with the maintenance schedule attached hereto as **Exhibit J** and may be subject to change as required by the governmental authority having jurisdiction as to the maintenance of this basin. The Association shall also keep the areas safe and free from danger of injury to persons and property. The Association shall also keep the areas in conformance with all relevant Health Codes. The maintenance set forth herein shall include, but not be limited to cutting the grass at least once a month from April to November of each year. All maintenance set forth herein shall also be provided in connection with any portions of property adjoining Lot Owners may have provided the Association an easement upon. By way of example, easements for entrance monuments.

SECTION 2. Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and every Member shall have a right of enjoyment in the Common Area.

SECTION 3. Extent of Members' Easements. The Members' easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area;

(b) The right of the Association to suspend the right of an Owner to use any facilities constructed within the Common Area, and meant for admission by Members ("Facilities"), for any period during which any assessment against his/her Lot remains unpaid for more than thirty (30) days after notice.

The right of the Association to suspend the right of a Member to use the said facilities for any other infraction of this Declaration or the Book of Resolutions;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to which the Association has fee title to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the Members, so long as said dedication or transfer is not in violation of local or state law. No such dedication or transfer shall be effective without the approval of two thirds (2/3) of the Owners, who are voting in person or by proxy at a meeting of the Association duly called for this purpose. The Association must also obtain the approval of the City of Bridgeton before they dedicate or transfer all or any part of the Common Area to any public agency, authority or utility.

SECTION 4. Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and Facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association and included within the Book of Resolutions.

SECTION 5. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, agents or member of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association, and as may be required in accordance with local or state rules and regulations in existence at the time of the repair. The Association shall not modify the Stormwater Basin without the approval of the City of Bridgeton. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.

SECTION 6. Title to Common Area. The Developer may transfer the legal title to the stormwater basin lot or other Common Areas which are shown as independent lots on the Final Plat, Common Area or portion thereof to the Association at such time as it deems appropriate, but notwithstanding any provisions hereto, the Developer hereby covenants that it shall convey any such Common Area or portions thereof to the Association, free and clear of all liens and financial encumbrances, not later than the conveyance of the last Lot in the recorded subdivision. Members shall have all the rights and obligations imposed by the Declaration with respect to such Common Area.

SECTION 7. Foreclosure of Common Area. In the event of a default upon any mortgage of the Common Area or any Facilities thereon owned by the Association, the mortgage lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment.

**ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS**

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) annual charges, such as assessments to be established and collected as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and the obligation for delinquent assessments shall pass to successors in title. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. Capital Contribution. Each initial Buyer of a Lot shall pay \$100.00 as an initial capital contribution. Said Contributions and the interest earned thereon shall be available as a long-term reserve as well as for operational expenses by the Association.

SECTION 3. Annual Assessment.

(a) **Purpose of Assessment.** The annual assessment levied by the Association shall be used exclusively to maintain the Common Areas and to promote the recreation, health, safety and welfare of the residents of the Property and in particular for the improvement, maintenance and operation of the Common Area and facilities.

(b) **Basis for Assessment.** Each Living Unit which is certified for occupancy and each unimproved Lot which has been conveyed to an Owner (together, "Assessable Unit") shall be assessed at a uniform rate. For the purpose of assessment, the term "Owner" shall include the Developer, or other person or entity who purchases a Lot for the purpose of constructing improvements thereon for resale to an Owner. The Declarant, however, shall not have any responsibility for payment of an assessment on any Lots prior to an initial sale of such Lots.

(c) **Method of Assessment.** By a vote of a majority of the Directors, the Board shall fix the annual assessment upon the basis provided above; provided however, the annual assessments shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the date(s) such assessments shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments; provided however that upon default in the payment of any one or more installments, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full.

SECTION 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area including improvements and personal property related thereto, provided that any such assessment shall have the assent of the Developer, provided he continues to own any Lot, and of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a regular meeting or a special meeting duly called for that purpose.

SECTION 5. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence with respect to Assessable Units within the Property on the day of conveyance of the first Lot to an Owner who is not the Developer. The pro-rated yearly assessment on any Assessable Unit shall be collected at the time of closing, and shall be pro-rated to reflect that portion of the year in which the Owner owns a Lot.

SECTION 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date may upon resolution of the Board bear interest from the due date at the greater of twelve percent (12%) or the then current statutory maximum annual interest rate charged on mortgage loans. In addition, the Board shall have authority by resolution to impose a late fee for non-payment of any assessment within thirty (30) days of the due date. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 7. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any institutional mortgage except as may otherwise be provided for by law. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use, (2) all Common Areas, to the extent that said Common Areas are not owned by a Lot Owner; (3) all properties exempted from taxation by State or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

SECTION 9. Annual Budget. By a majority vote of the Directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplementary Declarations will be met.

**ARTICLE VI
USE OF PROPERTY**

SECTION 1. Protective Covenants.

(a) Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit to a single family, subject to all of the provisions of the Declaration;

(b) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood;

(c) No structure of a temporary character; trailer, tent, boat, boat trailer, camper, shack, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently;

(d) No animals, livestock poultry or reptiles of any kind shall be kept or bred on any lot, other than normal household pets which shall not become an annoyance or nuisance to the neighborhood;

(e) No oil drilling, oil development operations, oil refining, quarrying or mine operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure design used for drilling for oil or natural gas shall be erected, maintained or permitted upon or in any lot.

(f) No lot shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber, except for building. Metal, scrap, garbage or other waste should not be kept except in sanitary containers which shall be kept in a clean and sanitary condition.

(g) No signs of any kind shall be displayed to the public view on any lot including, but not limited to, a real estate "for sale" sign, real estate "for rent" sign or any other type of advertising sign other than those signs used by the Declarant during the construction and sales period of the new homes being built. This restriction shall have a limitation of the latter of three (3) years from the date of recordation of this Declaration, or the date of sale by the Developer of the last Lot in the subdivision;

(h) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plan and/or as attached hereto. Within these easements, no structure, planting or other materials shall be placed or permitted to remain and no disturbance may occur, which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

(i) No radio, television or other tower, pole, antenna or satellite dish or similar structure, shall be erected on any part of any Lot; except that radio or television antenna may be placed upon the roof or other part of any Living Unit for the reception or transmission of radio or television provided such antenna does not protrude more than 10 feet above the highest part of said roof.

(j) **Restriction of Further Subdivision.** No lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of corrections, deeds to resolve boundary disputes and similar corrective instruments.

SECTION 2. Maintenance of Property. Each Owner shall keep all Lots owned by him and all improvements therein or thereon, in good order and repair and free of debris including but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property shall fail to maintain his/her Lot and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds (2/3) vote of the Board of Trustees, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

SECTION 3. Utility Easements. There is hereby created a blanket easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephone, electricity, television, cable or communication lines and systems in such areas as are shown in the recorded subdivision map of the Property. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment in said areas, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under said areas providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines or other utility service lines or facilities for such utilities may be installed or relocated on the Property except as programmed and approved by the Developer prior to the conveyance of the first Lot of the Property to an Owner or by the Board of Directors following the conveyance of the last Lot of the Property. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

ARTICLE VII GENERAL PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

SECTION 2. Amendment. This Declaration may be amended at any time by an instrument authorized by a vote of not less than two thirds (2/3) of the authorized voting Members who are voting in person or by proxy at a regular meeting or a special meeting duly called for that purpose. Notwithstanding the foregoing, this Declaration may be amended by the Developer at any time, in the Developer's sole discretion, by an instrument, so long as the Developer is the Owner of at least one Lot. Prior approval must be obtained from the City of Bridgeton for any changes that may affect the rights of the City of Bridgeton as set forth in this Declaration.

SECTION 3. Enforcement. The Association, any Owner or the Developer shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of any Supplementary Declarations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 5. Maintenance and Repair. Owners shall be responsible for the maintenance, repairs and decoration of Owner's Lot, structural or otherwise.

SECTION 6. Developer's Rights. The Developer is not governed by these restrictions.

**ARTICLE VIII
CITY OF BRIDGETON - RIGHT TO LIEN**

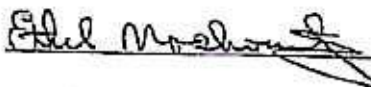
SECTION 1. The City of Bridgeton shall have a continuing lien against each Lot for its pro rata share of all real estate taxes due and payable to the City of Bridgeton for real estate taxes or for any costs associated with the maintenance assessed against the Common Area. Such lien shall be apportioned equally among all Lots and shall be enforceable by the City of Bridgeton in the manner provided by law, with respect to the real estate taxes assessed directly against each Lot.

SECTION 2. In addition to the foregoing, after completion of initial construction of the drainage basin on the Property, the Association shall be responsible to inspect, repair, construct and maintain the drainage basin area in a good and workmanlike manner and to cause a minimum of inconvenience to the Members. Such maintenance of the drainage basin shall include cutting of grass, maintenance of fences, if applicable, clearing of debris, branches and silt, insuring that the drainage basin continues to operate correctly and is designed in accordance with the City of Bridgeton Code. Examples of common maintenance, as noted herein, are representative only, and shall not be considered all-inclusive.

Should the Association fail to maintain the drainage basin or easements associated therewith, pursuant to the terms hereof, the City of Bridgeton shall have, at its option, the right of access to, and across, the Common Area constituting the drainage basin area and easements, in common with all other lawful users, and may elect to maintain or repair the drainage basin area for the benefit of all Owners, and shall have the right to charge the cost of such maintenance to the Association or to all individual Owners, as a municipal assessment, and shall have the full right to impose a lien as to each Owner's lot, at the City of Bridgeton's option and, likewise at the City of Bridgeton's option, may foreclose such liens, in accordance with applicable law.

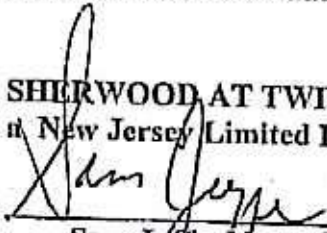
IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed on the day and year first above written.

ATTEST:



BY:

SHERWOOD AT TWIN OAKS, L.L.C.,
a New Jersey Limited Liability Company


_____ **Sam Juffe, Managing Member**

STATE OF NEW JERSEY :
 : SS
COUNTY OF Middlesex :

I CERTIFY that on the date set forth below, Sam Juffe, Managing Member of SHERWOOD AT TWIN OAKS, L.L.C., a New Jersey Limited Liability Company personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as/his or her act and deed.

Dated: November 9, 2006

Ethel Moskowitz

ETHEL MOSKOWITZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 15, 2010

V & I Associates, Inc.

69 South White Horse Pike, Suite 101
Berlin, New Jersey 08009

Certificate of Authorization #24GA28041100

Frank A. Intessimoni, PLS, PP
President

Tel (856) 767-8162 Fax (856) 767-6106
E-mail VANDISURVEY@COMCAST.NET

Description Of A Tract Of Land For Key Engineers, Inc

All that certain tract or parcel of land and premises situate in the City of Bridgeton, County of Cumberland and State of New Jersey, bounded and described as follows:

Beginning at a concrete monument found for a point in the easterly line of Dare Avenue (60 feet wide), said point being corner to lands of now or formerly Parratt; thence 1) $N02^{\circ}-46'-30''W$ along the easterly line of Dare Avenue, a distance of 215.90 feet to a point; thence 2) $N88^{\circ}-02'-27''E$ along the southerly line of Lot 23 and Lot 24, Block 110 (tax map), a distance of 665.44 feet to a point; thence 3) $S01^{\circ}-18'-54''E$ along the common line between Lots 31 & Lot 60 (tax map), a distance of 365.65 feet to a field stone found for a point; thence 4) $S88^{\circ}-10'-00''E$ along the common line between Lot 31 and Lot 33 (tax map), a distance of 405.63 feet to a point; thence 5) $S00^{\circ}-09'-55''E$ along the common line between Lots 32 & 33 (tax map), a distance of 93.01 feet to a point; thence 6) $S87^{\circ}-35'-15''E$ along the common line between Lot 32 and Lot 33 (tax map), a distance of 337.01 feet to an iron pin set for a point; thence 7) $S00^{\circ}-01'-34''E$ along the westerly line of Lot 34 and Lot 35 (tax map), a distance of 237.19 feet to an iron pin set for a point; thence 8) $N89^{\circ}-54'-46''E$ along the common line between Lot 33 and Lot 35 (tax map), a distance of 128.81 feet to an iron pin set at a point of curvature; thence 9) northeastwardly along a curve to the left having a radius of 21.00 feet and an arc distance of 32.99 feet to an iron pin set for a point in the westerly line of Burlington Road (66 feet wide); thence 10) $S00^{\circ}-05'-14''E$ along the westerly line of Burlington Road, a distance of 92.01 feet to an iron pin set at a point of curvature; thence 11) northwestwardly along a curve to the left, having a radius of 21.00 feet and an arc distance of 32.99 feet to an iron

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pin set at a point of tangency; thence 12) $S89^{\circ}-54'-46''W$ along the common line between Lot 33 and Lot 36 (tax map), a distance of 128.86 feet to an iron pin set for a point; thence 13) $S00^{\circ}-01'-34''E$ along the common line between Lot 33 and Lot 36 (tax map), a distance of 82.20 feet to a point; thence 14) $N87^{\circ}-29'-46''W$ along the common line between Lot 33 and Lot 37 (tax map), a distance of 50.15 feet to a point; thence 15) $S00^{\circ}-05'-10''E$ along the westerly line of Lot 37 and Lot 39 (tax map), a distance of 426.26 feet to a point; thence 16) $N87^{\circ}-34'-02''W$ along the southerly line of Lot 38 (tax map), a distance of 670.35 feet to a field stone found for a point; thence 17) $N00^{\circ}-25'-00''E$ along the common line between Lot 38 and Lot 58 (tax map), a distance of 197.91 feet to an iron pin set for a point; thence 18) $S88^{\circ}-51'-47''W$ along the common line between Lot 58 and Lot 60 (tax map), a distance of 365.07 feet to an iron pin set for a point in the easterly line of Park Avenue (50 feet wide); thence 19) $N01^{\circ}-36'-07''W$ along the easterly line of Park Avenue, a distance of 50.00 feet to an iron pin set for a point in the northerly line of Gilmore Street (50 feet wide); thence 20) $S88^{\circ}-51'-47''W$ along the northerly line of Gilmore Street, a distance of 50.00 feet to an iron pin set for a point; thence 21) $N01^{\circ}-36'-07''W$ along the westerly line of Lot 60 (tax map), a distance of 776.85 feet to a concrete monument found for a point; thence 22) $S89^{\circ}-06'-52''W$ along the common line between Lot 60 and Lot 63 (tax map), a distance of 249.72 feet to the point and place of beginning.

Containing 24.92 acres of land.

Being Lots 33, & 60, Block 110 of the Official Tax Map of the City of Bridgeton.

This description was compiled from Deed of Records and a field survey performed under the supervision of Frank A. Intessimoni, PLS #31656 of V & I Associates, Inc.



FRANK A. INTESSIMONI, PLS, PP #31656 03-24-06