

Prepared by: Stephen H. Joseph  
Stephen H. Joseph, Esq.

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 24<sup>th</sup> day of JUNE, 2003, by Pond & Spitz Homes at Mullica Hill, LLC, with offices located at 5 Greentree Centre, Suite 215, Route 73, Marlton, NJ 08053;  
WITNESSETH:

WHEREAS, Grantor is the owner of certain real property known as Block 36, Lots 14 and 12.03 in the Township of Harrison, County of Gloucester, State of New Jersey, being more particularly described in the legal description attached hereto and made part hereof, and as more particularly described on the Final Plat of Subdivision, about to be filed in the office of the Clerk of Gloucester County; and

WHEREAS, Grantor desires to provide for the preservation of the values and amenities in said lands, for the maintenance thereof, and for the environmental protection of said lands;

NOW, THEREFORE, Grantor declares that the real property described above, known as FOREST WOODS, shall be held, transferred, sold, conveyed, occupied and used subject to the covenants and restrictions hereinafter set forth:

SECTION ONE: FOREST WOODS HOMEOWNER'S ASSOCIATION: MEMBERSHIP

1. There has been created a homeowners association named FOREST WOODS HOMEOWNER'S ASSOCIATION, INC., in accordance with the Certificate of Incorporation of said corporation.
2. Every person, or entity who is a record owner of any lot in the subdivision shall be a member of the Association. When more than one person or entity holds an ownership interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast for any one (1) lot in the subdivision.

SECTION TWO: MAINTENANCE AND ASSESSMENTS

1. By acceptance of a Deed therefore, all owners of any lot in the subdivision, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the association:

- (a) Annual assessment or charges-
- (b) Special assessments for capital improvements. such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof, as are hereinafter provided, shall be a charge on the land and shall be a continuing lien on the lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person or persons who is the owner or owners of such property at the time the assessment fell due.

2. The assessments levied by the association may also be used to pay for any and all insurance premiums for insurance policies as may be deemed appropriate by the Trustees for the benefit of the association. The assessments levied by the association shall be used exclusively for the purposes of promoting the health, safety, and welfare of the residents of the subdivision including the installation and maintenance of any common elements and for the improvement and maintenance of the common area detention basins, storm drainage facilities and site triangle easement areas, including, but not limited to, the repair, replacement and additions thereto, and for the costs of labor, equipment, materials, and supervision thereof.

3. The initial annual budget of the Association shall be in the amount of \$12,000.00 (\$400.00 be paid per year by each of the 30 Forrest Woods homeowners) which is designed to cover all Association costs and expenses, including adequate funds for the maintenance of the detention basins and storm drainage facilities, signage, insurance, fencing and other common elements maintenance costs plus a reasonable replacement service amount for the first year of Association operation. The annual assessment for the second and subsequent years of the association shall be

established at the annual meeting of the Association. All assessments shall be payable annually from and after January 1 of each calendar year. The annual assessment may be changed as hereinafter provided for the next succeeding year and at the end of each year thereafter for each succeeding year.

4. It shall be an absolute affirmative obligation of the Association and its Board of Trustees to fix such assessments at an amount sufficient to maintain and operate the common areas and facilities, and to anticipate the current maintenance costs and future needs of the association in the maintenance and operation of said facilities.

5. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment (which must be fixed at a uniform rate of all lots) applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, unexpected repair or replacement of described capital improvement upon the common areas including the necessary fixtures and personal property relating thereto.

6. The Board of Trustees of the association may increase the annual assessment established above, in addition to the annual assessment of the then current year, on an emergency basis, with the agreement of the majority of the members of the association voting in person or by proxy at a meeting duly caused for this purpose. Written notice of any meeting pursuant to the emergency assessment standards hereunder shall be sent to all members not less than ten (10) days or more than thirty (30) days in advance of the special meeting setting forth the purpose of the meeting and the emergency to be funded hereunder.

7. If any assessment is not paid on the date, when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and costs of collection thereof as are hereinafter provided, continue as a lien on the lot which shall bind such lot in the hands of the then record owner, said record owner's heirs, executors, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10 percent (10%) per annum, and the association may bring legal action against the owner, personally obligated to

pay the same or may enforce or foreclosure the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fees together with cost of action.

8. The lien for the assessments provided for herein shall be expressly subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties or lots subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

9. Both annual and special assessments must be fixed at a uniform rate of all lots, it being the intent hereof that lots, regardless of the value of the home or improvement thereon shall pay the same per lot assessment hereunder.

10. It shall be the affirmative duty and obligation of the Association, in perpetuity, to properly maintain the storm water facilities and associated facilities which relate to the handling of storm water, detention basins and other areas which are common elements as shown on the Plans (Final) within the FOREST WOODS Subdivision. The Association shall also have the same affirmative perpetual duty and obligation to insure that all site triangle easements and easement areas are maintained in such a fashion so as to preserve proper site distances, which are safe distances for vehicular traffic within the subdivision. In the event the Association fails to perform its duties as outlined herein, and in the Preliminary and Final Resolutions of Approval, any Homeowner and any agency of the Township of Harrison, and any Board of the Township of Harrison shall have the right to pursue all legal remedies available to them, including the appointment of a Receiver, in the Courts of the State of New Jersey. The right or rights-granted herein to seek the relief of the Court, is a specific reference to the Resolution of Approval for the FOREST WOODS Subdivision.

11. It shall be the alternative duty and obligation of the Association, in perpetuity, to draft, establish and adopt a Homeowner's Association budget that shall, at all times, be sufficient to cover the costs of maintenance and future repair and replacement of the common facilities, insurance, fencing and other obligations of the Homeowner's Association. The initial annual budget of the Association shall be in the amount of \$12,000.00 (\$400.00 to be paid per year by each of the 30 Forest Woods homeowners) which is designed to cover all Association costs and expenses, including adequate funds for the maintenance of the detention basins and storm drainage facilities, signage, insurance and other common elements maintenance costs plus, a reasonable replacement reserve amount for the first year of Association operation.

12. It shall be the affirmative duty and obligation of the Association, in perpetuity, to insure the common areas and facilities.

13. It shall be the affirmative duty and obligation of the Association, in perpetuity, to maintain all signage, fencing and emergency access right-of-way within the Forest Woods subdivision, including but not limited to, the main subdivision identification sign and landscaping to be installed at the front of the subdivision, the fencing to be installed around each detention basin, and the fencing to be installed to separate the subdivision lots from the active farmlands surrounding the subdivision lots from the active farmlands surrounding the subdivision. The Association shall have a 5' easement on individual homeowner lots to permit access to this fence and to permit the Association to maintain, repair or replace the fencing as necessary. The Association shall also have an easement over Block 36, Lot 14 to permit access to the main subdivision identification sign and related improvements.

14. It shall be the affirmative duty and obligation of the Association, in perpetuity, to maintain all drainage facilities within the development. Such maintenance shall include desilting, future structural repairs and insurance of the basins throughout the development. The detention basin maintenance shall be performed substantially in accordance with the schedule set forth in Section Three ("Deed Restrictions"). Paragraph 15 (a) below,

15. All drainage facilities which impact the private lots shall not be the responsibility of the Township of Harrison but shall be individually maintained by the homeowners upon whose property the drainage facility are situate. This obligation of maintenance shall apply even if a drainage facility is situate in a public right-of-way. The Association shall have easements encumbering individual homeowner lots to permit the Association to enter upon the individual lots to maintain the yard drains and inlets, drainage swales, sidewalks, driveways and curb area under or over which storm water flows and all other drainage facilities.

16. The Association's maintenance and insurance obligations set forth herein shall not be amended to remove the obligations of maintenance which rest with the Homeowners Association or the individual lot owners.

17. In the event that the Association disbands or becomes defunct or otherwise fails to perform its duties required hereunder, the obligation of maintenance and insurance for all the improvements shall fall upon the individual property owners within the development.

18. In the event the Association fails to perform its duties as outlined herein, and in the Preliminary and Final Resolutions of Approval, any Homeowner and any agency of the Township of Harrison, and any Board of the Township of Harrison shall have the right to pursue all legal remedies available to them, including the appointment of a Receiver, in the Courts of the State of New Jersey. (The right or rights granted herein to seek the relief of the Court, is a specific reference to the Resolution of Approval for the FOREST WOODS Subdivision].

### SECTION THREE: DEED RESTRICTIONS

1. All lots shall be used for purposes of a detached single-family residence only. The new home construction on the Forest Woods lots must be in full compliance with the terms and conditions set forth in the preliminary and final subdivision approvals granted by the Planning Board of the Township of Harrison.

2. Compliance with Recycling Obligations. Garbage and rubbish shall not be dumped nor allowed to remain on any lot. Each buyer acknowledges notice that all homeowners within Harrison Township must abide by the Township regulations regarding trash and recyclable materials to be collected by the Township, which regulations may be amended from time to time. Garbage and rubbish shall not be dumped or allowed to remain in any lot and may only be placed at the curb for collection not more than twelve hours prior to the day of collection. All trash, garbage or other waste shall be kept in appropriate sanitary containers prior to collection and disposal.

3. No open wood burning fires shall be permitted for any purpose whatsoever on any lot.

4. No gasoline, gas, diesel, or other fuel propelled bicycle, motorbike, or motorcycle shall be used in any part of the property exception the dedicated roadways and on the entrance driveways

to the individual homes.

5. No privately owned tower for electronic reception or transmission (radios, television or other signal) shall be erected on any lot. Except that such items may be affixed the rear portion of the roof in such a manner so as not to extend above the highest point of the roof line of the premises. No satellite dish shall exceed 2 feet in diameter.
6. No member of the bovine or swine family may be propagated or harbored on any lot. Furthermore, no dogs, cats, birds, reptiles, rabbits, horses, livestock, fowl or poultry, or animals of any kind shall be raised, bred or kept in any home except as provided herein. No more than two dogs or cats in the aggregate shall be permitted in any home. In no event shall outdoor shelters, pens or runs be permitted. All owners and their guests, invitees, agents and others who allow or permit their pets and/or animals in their charge to defecate upon any dedicated roadways or upon any common areas shall immediately thereafter remove any and all excrement left by the pet or animal and dispose of it as soon as possible in a sanitary fashion. All owners, guests, invitees, agents and others shall accompany the pet or animal in their charge at all times, shall keep the pet on a leash when it is not on the owner's lot and shall carry with them at such time devices necessary to remove the pet excrement, which removal shall be done immediately.
7. There shall not be permitted hunting with dog or gun or bow with the intent to kill any animal or fowl on any of the subdivided lots within the subdivision.
8. No trailer, basement, tent, shack or garage shall at any time be used as a temporary or permanent residence.
9. All fireplaces and chimneys must be of standard construction with flue lining and shall be screened at the top.
10. Trees are not to be removed unless required for building construction in accordance with the Harrison Township tree ordinance.
11. No building, fence or other structure shall be erected, placed or altered or color changed on any lot or lot improvement until the construction plans and specifications and a plan showing the location of the structure has been approved by the FOREST WOODS Homeowner's Association as to the quality of workmanship and materials, harmony of external design and existing structures. This restriction shall not apply to the Grantor, the builder, Ravens Hill Construction Company, Inc., or any of their affiliated entities.
12. There shall be no parking or storage of any commercial vehicle in excess of 5000 pounds either on the public right of way or on private property.
13. There shall be no parking or storage of any commercial vehicles may park overnight and no boats, trailers, campers, mobile homes, recreational vehicles, motorcycle, vehicles with advertisements located or affixed thereon or trucks of any kind may be parked upon the right of way or upon any property unless inside of the garage.
14. Each property owner shall be responsible to maintain at his own expense any uniform improvements provided to the homeowner such as mailboxes, trees, and lighting. This provision does not require any builder to provide such items in connection with new house construction.

15. Special Deed Restrictions:

- (a) Drainage Facilities, in accordance with Resolution of the Harrison Township Planning Board and in accordance with the final subdivision plans of FOREST' WOODS as prepared by CONSULTING ENGINEER SERVICES of Sewell, New Jersey there shall be created two (2) detention basins on the property for the purpose of storm drainage. Said detention basins shall be located on lots identified as Open Space Lot for Storm Water Management on the final subdivision plans. By this deed restriction, said lots shall forever be subject to an easement in favor of all lot owners in FOREST WOODS providing for the use and maintenance of said drainage basins, The maintenance of the detention basins for storm water management purposes and the landscaping and general plantings as may be required for aesthetic purposes shall be the responsibility of the FOREST WOODS Homeowners Association. Said Homeowners Association shall also maintain the access easement to each detention basin.

Specifically, the Homeowners Association must maintain, repair or replace all drainage facilities and detention basins located throughout the development. Certain lots contain drainage facilities which include yard inlets and ditches. The Homeowner's Association is required to keep the drainage facilities unobstructed and free of debris and to maintain, repair and replace the drainage facilities according to Township standards. All lots which contain these drainage facilities are therefore subject to a right of re-entry reserved unto the Homeowner's Association for such maintenance, repair and/or replacement. The maintenance, repair and replacement of the detention basin and the storm water management system and all drainage facilities shall include but not be Limited to the following maintenance schedule:

- a. Visually inspect and remove debris from the trash rack above the detention basin outlet structure following each storm;
- b. Mow grass in the detention basin when the length of grass reaches 6 inches and remove grass from area;
- c. Semi-annually check the detention basin berm for cracks, water action damage, rodent damage and make necessary repairs;
- d. Semi-annually or following major storms, inspect the emergency detention basin spillway for damage and debris. Remove all debris and make necessary repairs.
- e. Mow and maintain, in cooperation with each homeowner, the inlets located within the right of ways and upon the individual lots including the removal of debris from each inlet following each storm;
- f. Maintain the detention basin and storm water management system consistent with applicable storm water management standards established by Harrison Township which may be amended from time to time; and
- g. All repairs and replacements within the detention basin and the storm water management system shall be completed in accordance with the applicable construction standards established by Harrison Township which may be amended from time to time.

(b) All wetlands which have been delineated upon any lots Subject to this Declaration of Covenants and Restrictions shall be retained in their natural state as provided by the Fresh Water Wetlands Protection Act Rules (N.J.A.C. 7:7A) and as said rules may be amended from time to time.

(c) The farm fence that shall separate the individual building lots from all adjacent actively farmed lands shall not be modified or removed by any homeowner or by the Association.

16. Easements and Restrictions. All of the lots in the subdivision contain easements. An easement burdens the lot it is located on and benefits one or more other lots. It is each lot owner's responsibility to know what easements or other restrictions are on his lot and to do no act which would prevent, hinder or impair the purpose for which the easement or other restrictions was imposed. Attached hereto as Exhibit "A" is a listing of all easements, restrictions and covenants as they pertain to each lot.

17. Wetlands and Wetland Transition Areas. All wetlands and wetlands buffers as modified which have been delineated upon the properties as shown on the Final Subdivision Plans of Forest Woods as prepared by Consulting Engineer Services must be retained in their natural state provided by the Freshwater Wetlands Protection Act rules (N.J.A.C. 7:7A) and as said rules may be amended from time to time. This land shall be considered as a conservation easement.

Access to these lands by the Forest Woods Homeowner's Association is permitted purpose for the purpose of ensuring that the drainage ways within these areas remain unobstructed.

18. Tree Line Easement. Pursuant to the final subdivision approval granted by the Harrison Township Planning Board, the Developer shall install or enhance and maintain the Tree lines and Tree buffers shown on the Final Plan of Lots. The existing trees and vegetation as well as trees to be planted by the Developer on any individual lots must not be removed or altered must be retained for their natural lives. The Homeowner's Association and/or the Developer is responsible for maintaining these tree line buffers. All of the individual lots are therefore subject to a right of re-entry by the above parties to perform such tree husbandry or replacement of trees as set forth above. The owners of these lots shall take no direct or indirect action to alter, remove or intentionally harm the trees and other vegetation in these tree lines. Only trees or other vegetation dying of natural causes may be removed.

19. Farm Fencing Easement. Pursuant to the final subdivision approval granted by the Harrison Township Planning Board, the Developer shall install and maintain a six (6) foot high chain link fence along Block 36. Lot 16.02. Block 36, Lot 4, Block 36. Lot 5 and Block 36, Lot 6 which shall act as a barrier between the Development and the adjacent farmlands. The Homeowner's Association shall have a right to enter upon the land of those lots adjacent to this fence to clear the area adjacent to the fence or underbrush and vegetation as is needed to acquire access to the site and to maintain, repair or replace the fence as required. The fencing may not be removed or altered, The Homeowner's Association and/or the Developer are responsible for maintaining this fence. All of the individual lots which abut it. are therefore subject to a right of re-entry by the above parties to perform such maintenance, repair or replacement. The Owners of these lots shall take no direct or indirect action to alter, remove or intentionally harm the fence.

20. Point of Sale Disclosures. Attached hereto and made a part hereof as Exhibit "B" is a true copy of the Point of Sale Disclosures that the Developer shall include in all Agreements of Sale for new homes in the Forest Woods subdivision.

21. No home shall be constructed in the subdivision containing less than 2,200 square feet of finished living area.

22. Grantor/Developer shall have the right of architectural and landscaping review over all lots and homes to be built in the subdivision. Prior to closing on any lot sale, the Buyer shall deliver to Grantor one complete signed and sealed set of Architectural and landscaping plans on the home to be built by the Buyer for Grantor's prior written Consent and approval, which approval shall not be unreasonably withheld, Buyer shall also submit for Grantor's prior approval a list of all exterior materials, including colors, to be used on the proposed new home. Where requested by Grantor, Buyer shall provide samples of the proposed roof, brick/stucco or other

materials to be used on the subject house.

23. The Front yard directly in front of the house shall be sodded or seeded as determined by the builder. The sod or seed required hereunder shall be completed on or before the date that the initial occupancy commences, weather permitting. Any disturbed areas on the front yard beyond the limits of the actual house itself, the side yards and the rear yard shall be seeded only.

24. These Deed Restrictions shall be in addition to and not in lieu of any and all other Deed Restrictions, Covenants and Conditions imposed on Forest Woods subdivision lots as have been or may be recorded in the Gloucester County Clerk's office from time to time.

25. These Deed Restrictions shall remain in effect and shall bind any purchaser, their heirs, successors and assigns, until modified, changed or amended, by a duly recorded agreement executed by no less than a seventy-five percent of the individual building lot owners (22 of the 30 Forest Woods lot owners) in title at the time such modification, change or amendment is sought. Only owners of building lot shall be entitled to vote. The open space or detention basin lots shall not count. Said restrictions shall not be changed to eliminate Association maintenance obligations.

26. Each owner shall promptly furnish, perform and be responsible for, at his or her own expense, for the repair, maintenance and replacement of their own home. Each property owner shall maintain all lawn and landscaping and shall not permit any grass to exceed six inches in height. Each Homeowner shall keep the lot clean and neat, regularly removing any trash and debris.

27. No clothes, sheets, blankets, laundry of any kind or article of clothing of any kind or articles shall be hung out or exposed on any part of the encumbered property so as to be visible from the street or visible from the public street.

28. No noxious, hazardous or offensive activities shall be carried on, in or upon the property or in any home, nor shall anything be done therein either lawfully or negligently, which may be or become an annoyance or a nuisance to the other residents or which interferes with the peaceful possession and proper use of the property owners. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the property shall be observed.

29. No commercial activity, business or enterprise shall be conducted upon any property or in any residence unless the same is first approved by the Board of Trustees of the Homeowner's Association and any appropriate approval is obtained from the appropriate land use regulatory board of the Township of Harrison.

#### SECTION FOUR: BY -LAWS

##### ARTICLE I

##### MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of members shall be held within one year from the date of incorporation of the Association. Subsequent annual meetings of members shall be held on the same day of the same month of each year thereafter at the hour of 7 o'clock P.M. If the day for the annual meeting of members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of members may be called at any time by the president or by the Board of Trustees, or on written request of members who are a majority of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the discretion of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days but not more than thirty (30) 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 receiving notice. Such notice shall specify the day, hour and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast a majority of the votes of the membership shall constitute a quorum as provided herein. If a quorum is not present 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 is present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him of his lot.

## ARTICLE II

### BOARD OF TRUSTEES - TERM OF OFFICE; FIRST ELECTION; REMOVAL

Section 1. Number. A Board of three (3) Trustees, who shall be members of the association, shall manage the affairs of the association.

Section 2. Term of Office. At the first meeting after the developer turns over control to the homeowners, the members shall elect three (3) Trustees, One (1) Trustee for a term of one (1) year, one (1) trustee for a term of two (2) years, and one (1) Trustee for a term of three (3) years, at each annual meeting thereafter, the members shall elect such Trustees as necessary to fill the vacancies on the Board for a term of three years or to an unexpired term.

Section 3. Removal Any Trustee may be removed from the Board, with or without cause, by a majority vote of the members of the association. In the event of death, resignation, or removal of a Trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No trustee shall receive compensation for any service he may render to the association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE III

### BOARD OF TRUSTEES - NOMINATION AND ELECTION

Section 1. Nomination. Nomination for election to the Board of Trustees shall be by nominating committee. However, nominations may also be made from the floor at any annual meeting of members. The nominating committee shall consist of a chairman who shall be a member of the board of Trustees, and two (2) or more members of the association. The committee shall be appointed by the Board of Trustees prior to each annual

meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.

Section 2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Persons receiving the largest number of votes shall be elected.

Section 3. Initial Board of Trustees and Turning over the Association Control. Notwithstanding anything contained herein to the contrary, the initial Board of the Association shall consist of three (3) individuals appointed by the Grantor/developer who shall serve at the pleasure of the Developer until such time as 75% of the new homes built in the subdivision are sold and conveyed to individual homeowners (which amounts to 22 lots being conveyed out of the 30 total lots. Upon the conveyance of the 22<sup>nd</sup> building lot to an individual homeowner, the Developer shall relinquish control of the Board of Trustees and shall, within 45 days thereafter, hold a Homeowners Association meeting for the purpose of turning over control of the Association to the homeowners and electing the initial homeowner elected Board of Trustees. This Board of three (3) Trustees, who shall be members of the association, shall thereafter manage the affairs of the association.

#### ARTICLE IV

##### BOARD OF TRUSTEES - MEETING

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. In the event the regular date for the meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day which is not a legal holiday.

Section 2.. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the association or by any two (2) Trustees, after not less than five (5) days notice to each Trustee.

Section 3. Quorum. A majority of the Trustees shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Trustees present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

#### ARTICLE V

##### BOARD OF TRUSTEES - POWER AND DUTIES

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

(a) Adopt and publish rules and regulations governing the maintenance of the common areas and drainage facilities.

(b) Exercise on behalf of the association all powers, duties, and authority vested in or delegated to the association and not specifically reserved to the membership by the Declaration, Certificate of Incorporation, or by other provisions of these By-Laws;

(c) Declare the office of a member of the Board of Trustees to be vacant in the event that such member is absent from two (2) consecutive regular meetings of the Board of Trustees;

(d) Employ independent contractors and other employees as they may deem necessary, --and to prescribe their duties.

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-half of the member entitled to vote thereat;

(b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed:

(c) as more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period, and

2. Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period, and

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the owner personally obligated to pay it.

(d) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. a statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates;

(e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and I

(f) Enforce the restrictions set forth in section three above.

(g) Review and act upon all construction plans as per section three, paragraph 16 above.

## ARTICLE VI

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the association shall be a president and a vice president, who shall at all times be members of the Board of Trustees, and a secretary, treasurer, and such other officers as the Board may from time to time by resolution create.

(c) 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 members.

Section 3. Term. The Board shall elect the officers of the association annually. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs in the association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. The Board may remove any officer from office at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, 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 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7. - Multiple Offices. The same person may hold the offices of secretary and treasurer. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all instruments, and shall co-sign all checks.

(b) Vice President. The vice president shall act in the place of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by him of 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; keep the corporate seal of the association and affix it to all papers so requiring; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the association together with their addresses; and perform such other duties as may be required by the Board or by law.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all funds of the association, and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and of the Association; shall keep proper books at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

## ARTICLE VII

### COMMITTEES

The Board of Trustees shall appoint a nominating committee as provided in Article V of these By-Laws. In addition, the Board of Trustees may appoint such other committees, as it may deem appropriate in the performance of its duties.

ARTICLE VIII

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 on the property against which such assessments are made.

ARTICLE IX

BOOKS AND RECORDS; INSPECTION

The books, records, and papers of the association shall be subject to inspection of any member during ordinary business hours. The Declaration, Certificate of Incorporation, and By-Laws of the association shall be available for inspection by any member at the principal office of the association, or at the office of the Registered Agent for the association.

ARTICLE X

AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of members, by vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XI

CONFLICTS

In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate shall control; and the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

SECTION FIVE: DURATION AND ENFORCEMENT

1. The aforesaid covenants and restrictions shall be deemed to be covenants running with the land and shall forever bind any purchaser, their heirs, successor, administrators or assigns.
2. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the association at the time of such mailing.
3. The association, or any owner of any lot in the subdivision, shall have the right to enforce these covenants and restrictions by any a proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain a violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the association shall be chargeable to the owner of the lot upon which the violation of these covenants and restrictions shall constitute a lien on lot, collectable in the same manner as assessments hereunder.

4. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect the validity of any other provision, which shall remain in full force and effect.

5. The Township of Harrison, through its Zoning Officer or other delegated agent and the Harrison Township Planning Board may enforce any provision of this Declaration, in default of its enforcement by any lot owner for the Association; however, nothing herein shall obligate the Township or said Planning Board to enforce any provision thereof. Any costs incurred by the Township of Harrison in enforcing any provisions of this Declaration shall be paid, pro rata, by each lot owner within the FOREST WOODS Subdivision. The Township of Harrison shall be permitted to place municipal liens upon said lots in accordance with law upon the failure of any lot owner to pay the said pro rata share of such enforcement.

IN WITNESS WHEREOF the undersigned Grantor has set their hands and seals dated the date and year first above written.

**GRANTOR**  
POND & SPITZ HOMES AT MULLICA HILL, LLC

By: 

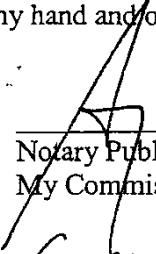
Stephen Spitz, Managing Member

STATE OF NJ

COUNTY OF Burlington ss.

On this, the 24 day of July, 2003 before me, a Notary Public appeared Stephen Spitz, who acknowledged himself/herself to be the authorized member of Pond & Spitz at Mullica Hill, L.L.C., a New Jersey limited liability company, and that he/she as such member, being authorized to do so, executed the foregoing instrument on behalf of such limited liability company for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

Gregory R. McCloskey  
Attorney at Law of NJ

**Exhibit "A"**  
**List of Individual Lots Encumbered by Specific Easements and Restrictions**

Block 36, Lot 14 – Sight Triangle Easement – Signs Easement  
Block 36.07, Lot 2 – Sight Triangle Easement  
Block 36.07, Lot 5 – 7.5' Wide Fence Maintenance Easement  
Block 36.07, Lot 6 – 7.5' Wide Fence Maintenance Easement  
Block 36.07, Lot 7 – 7.5' Wide Fence Maintenance Easement  
Block 36.07, Lot 8 – 20' Wide Storm Drainage Easement  
Block 36.07, Lot 9 – Sight Triangle Easement  
Block 36.07, Lot 10 – Open Space – Storm Water Basin  
Block 36.08, Lot 1 – Sight Triangle Easement  
Block 36.08, Lot 4 – 5' Wide Fence Maintenance Easement  
Block 36.09, Lot 1 – 7.5' Wide Fence Maintenance Easement – Wetlands Area and 50'  
Wide Wetlands Transition Area  
Block 36.09, Lot 2 – Wetlands Area and 50' Wide Wetlands Transition Area  
Block 36.09, Lot 5 – 10' Wide Storm Drainage Easement  
Block 36.09, Lot 6 – Sight Triangle Easement - 10' Wide Storm Drainage Easement  
Block 36.09, Lot 7 – 10' Wide Storm Drainage Easement on both rear and side yards  
Block 36.09, Lot 8 – 10' Wide Storm Drainage Easement  
Block 36.09, Lot 11 – Wetlands Area and 50' Wide Wetlands Transition Area  
Block 36.09, Lot 12 – Wetlands Area and 50' Wide Wetlands Transition Area  
Block 36.09, Lot 13 – Wetlands Area and 50' Wide Wetlands Transition Area  
Block 36.09, Lot 14 – Wetlands Area and 50' Wide Wetlands Transition Area  
Block 36.09, Lot 15 – Wetlands Area and 50' Wide Wetlands Transition Area  
Block 36.09, Lot 16 – Wetlands Area and 50' Wide Wetlands Transition Area - 7.5' Wide  
Fence Maintenance Easement - 20' Wide Storm Drainage Easement  
Block 36.09, Lot 17 – Wetlands Area and 50' Wide Wetlands Transition Area - Open  
Space – Storm Water Basin  
Part of Timber Lane Right of Way Subject to a 5' Wide Fence Maintenance Easement in  
favor of the Forest Woods Homeowner's Association  
Part of Forest Woods Drive Right of Way Subject to a 7.5' Wide Fence Maintenance  
Easement in favor of the Forest Woods Homeowner's Association

**Exhibit "B"**  
**Point of Sale Disclosures**  
**to be included in ever**  
**Forest Woods New Home Agreement of Sale**

- 1. Association Budget Disclosure:** The initial annual budget of the Association shall be in the amount of \$11,600.00 (\$400.00 to be paid per year by each of the 29 Forest Woods homeowners) which is designed to cover all Association costs and expenses, including adequate funds for the maintenance of the detention basins and storm drainage facilities, signage, insurance, fencing and other common elements maintenance costs plus a reasonable replacement reserve amount for the first year of Association operation.
- 2. Drainage Facilities Maintenance.** All drainage facilities which impact the private lots shall not be the responsibility of the Township of Harrison but shall be individually maintained by the homeowners upon whose property the drainage facilities are situate. This obligation of maintenance shall apply even if a drainage facility is situate in a public right-of-way. The Association shall have easements encumbering individual homeowner lots to permit the Association to enter upon the individual lots to maintain the yard drains and inlets, drainage swales, sidewalks, driveways and curb area under or over which storm water flows and all other drainage facilities.
- 3. Easements and Restrictions.** All of the lots in the subdivision contain easements. An easement burdens the lot it is located on and benefits one or more other lots. It is each lot owner's responsibility to know what easements or other restrictions are on his lot and to do no act which would prevent, hinder or impair the purpose for which the easement or other restriction was imposed. Attached hereto is a plan of your lot showing all easements, restrictions and covenants.
- 4. Wetlands and Wetland Transition Areas.** All wetlands and wetlands buffers as modified, which have been delineated upon the properties as shown on the Final Subdivision Plans of Forest Woods as prepared by Consulting Engineer Services must be retained in their natural state as provided by the Freshwater Wetlands Protection Act rules (N.J.A.C. 7:7A) and as said rules may be amended from time to time. This land shall be considered as a conservation easement. Access to these lands by the Forest Woods Homeowner's Association is permitted for the purpose of ensuring that the drainage ways within these areas remain unobstructed. Any wetlands or wetlands buffers contained on your lot are shown on the copy of the recorded Final Plan of Lots section showing your specific lot attached hereto and made a part hereof.
- 5. Tree Line Easement.** Pursuant to the final subdivision approval granted by the Harrison Township Planning Board, the Developer shall install or enhance and maintain the Tree lines and Tree buffers shown on the Final Plan of Lots. The existing trees and vegetation as well as any trees to be planted by the Developer on any individual lots must not be removed or altered and must be retained for their natural lives. The Homeowner's

Association and/or the Developer is responsible for maintaining these tree line buffers. All of the individual lots are therefore subject to a right of re-entry by the above parties to perform such tree husbandry or replacement of trees as set forth above. The Owners of these lots shall take no direct or indirect action to alter, remove or intentionally harm the trees and other vegetation in these tree lines. Only trees or other vegetation dying of natural causes may be removed.

**6. Farm Fencing Easement.** Pursuant to the final subdivision approval granted by the Harrison Township Planning Board, the Developer shall install and maintain a six (6) foot high chain link fence along Block 36, Lot 16.02, Block 36, Lot 4, Block 36, Lot 5 and Block 36, Lot 6 which shall act as a barrier between the Development and the adjacent farmlands. The Homeowner's Association shall have a right to enter upon the land of those lots adjacent to this fence to clear the area adjacent to the fence of underbrush and tvegetation as is needed to acquire access to the site and to maintain, repair or replace the fence as required. The fencing may not be removed or altered. The Homeowner's Association and/or the Developer is responsible for maintaining this fence. All of the individual lots which abut it are therefore subject to a right of re-entry by the above parties to perform such maintenance, repair or replacement. The Owners of these lots shall take no direct or indirect action to alter, remove or intentionally harm the fence.

**7. Compliance with Recycling Obligation.** Garbage and rubbish shall not be dumped nor allowed to remain on any lot Each Buyer acknowledges notice that all homeowners within Harrison Township must abide by the Township regulations regarding trash and recyclable materials to be collected by the Township, which regulations may be amended from time to time.

**8. Drainage Facilities Maintenance.** In accordance with Resolution of the Harrison Township Planning Board and in accordance with the final subdivision plans of FOREST WOODS as prepared by CONSULTING ENGINEER SERVICES of Sewell, New Jersey there shall be created two (2) detention basins on the property for the purpose of storm drainage. Said detention basins shall be located on lots identified as Open Space Lot for Storm water Management on the final subdivision plans. By this deed restriction, said lots shall forever be subject to an easement in favor of all lot owners in FOREST WOODS providing for the use and maintenance of said drainage basins. The maintenance of the detention basins for storm water management purposes and the landscaping and general plantings as may be required for aesthetic purposes shall be the responsibility of the FOREST WOODS Homeowners Association. Said Homeowners Association shall also maintain the access easement to each detention basin.

Specifically, the Homeowners Association must maintain, repair and /or replace all drainage facilities and detention basins located throughout the development. Certain lots contain drainage facilities which include yard inlets and ditches. The Homeowner's Association is required to keep the drainage facilities unobstructed and free of debris and to maintain, repair and replace the drainage facilities according to Township standards. All lots which contain these drainage facilities are therefore subject to a right of re-entry

reserved unto the Homeowner's Association for such maintenance, repair and/or replacement. The maintenance, repair and replacement of the detention basin and the storm water management system and all drainage facilities shall include but not be limited to the following maintenance schedule:

- a. Visually inspect and remove debris from the trash rack above the detention basin outlet structure following each storm;
- b. Mow grass in the detention basin when the length of grass reaches 6 inches and remove grass from area;
- c. Semi-annually check the detention basin berm for cracks, water action damage, rodent damage and make necessary repairs;
- d. Semi-annually or following major storms, inspect the emergency detention basin spillway for damage and debris. Remove all debris and make necessary repairs.
- e. Mow and maintain, in cooperation with each homeowner, the inlets located within the right of ways and upon the individual lots including the removal of debris from each inlet following each storm;
- f. Maintain the detention basin and storm water management system consistent with applicable storm water management standards established by Harrison Township which may be amended from time to time; and
- g. All repairs and replacements within the detention basin and the storm water management system shall be completed in accordance with the applicable construction standards established by Harrison Township which may be amended from time to time.

**9. Forest Woods Homeowner's Association, Inc. - Membership.** Every person, or entity who is a record owner of any lot in the Forest Woods subdivision shall be a member of the Forest Woods Homeowners Association, Inc. The Association By-Laws, rights, obligations and other rules and regulations are set forth in the Declaration of Covenants and Restrictions for the Forest Woods Subdivision attached hereto and made a part hereof as Exhibit "\_\_\_".

**10. Emergency Access Right of Way.** The approved subdivision plans require that an emergency access right-of-way be installed from the Bailey Road cul-de-sac and running between Block 36.07, Lots 4 and 5; Block 36, Lot 21; and Block 36, Lots 13.01 and 13.03 down to Cedar Road. This roadway is only to be used for emergency ingress and egress to and from the subdivision.

**Exhibit "C"**  
**to the Forest Woods Declaration  
of Covenants and Restrictions**

**Forest Woods Homeowners' Association  
Budget for the Calendar Year 2005 And Common Area  
Maintenance Schedule**

<u>Budget Item</u>	<u>Amount</u>
1. Basin Inspection and Maintenance	\$ 7,500.00
2. Management and Professional Fees	\$ 1,400.00
3. Association Insurance	\$ 1,000.00
4. Front Entrance Signage Maintenance	\$ 500.00
5. Fence Inspection and Maintenance	\$ 600.00
6. Replacement Reserves	<u>\$ 1,000.00</u>
Total 2005 Budget:	\$12,000.00

Calendar Year 2005 Homeowners' Association Dues: \$12,000.00\*

- Dues shall be paid on January 1st, 2005 and shall be in the amount of \$400.00 per building lot based on the 30 lots in the subdivision.

Builder shall maintain all open space until homes are built in the subdivision.

The following is the Association's Common Area Maintenance Obligations:

**Maintenance**

1. Structures should be inspected on a routine basis (at least semiannually) and after a major storm event. Important items to examine include: differential settlement, cracking, erosion, leakage or tree growth on the embankment (basins), the condition of the rip-rap in the inlet and pilot channels (basins), sediment accumulation and the

density of grass. Site design should be reevaluated should clogging occur to determine the factors responsible for the problem.

2. These inspections should be used to determine the effectiveness of the regular maintenance schedule as well as to determine the timing of corrective maintenance procedures.
3. Buffers, side slopes and basin floors should be mowed at least twice a year or whenever the grass or vegetation exceeds a height of six inches. A routine should be developed for the removal of trash and debris. Grading and landscaping around facility inlets should be designed to facilitate mowing, trimming, debris removal and other general maintenance. Grass clippings and accumulated organic matter must be removed to prevent the formation of an impervious organic layer or mat. Trees, shrubs and other vegetative cover also require periodic maintenance such as fertilizing, pruning and pest control to maintain healthy growth.
4. In order to insure proper function of the basin, every five years the bottom will be scarified to a depth of four inches to remove sediments and silts, then four inches of topsoil shall be added and the surface re-seeded.

#### Additionally for Retention/Infiltration Structures

1. For basins, annual tilling operations maintain infiltration capacity. These tilled areas should be re-vegetated immediately to prevent erosion. Deep tilling can be used to break up clogged surface layers followed by regrading and leveling. Sand or organic matter can be tilled into the basin floor to promote a restored infiltration capacity. Sediment removal procedures should not be undertaken until the basin is thoroughly dry. The top layer should be removed by light equipment to prevent compaction. The remaining soil can be re-tilled and disturbed vegetation replanted.
2. Trenches may require partial or complete removal of the topsoil/vegetation covering (if used), or the removal of the stone fill material should infiltration capacity become severely reduced. Pretreatment areas, buffers, inlets etc. also will require periodic maintenance to protect the infiltration capacity of the trench.

#### For Underground Detention Structures

1. The underground detention system and storm drain system shall be inspected at a minimum every year.

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JAMES N. HOGAN  
GLOUCESTER COUNTY CLERK  
RECEIPT#: 32244 10:55:10 A.M.

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## GLOUCESTER COUNTY RECORDING DATA PAGE

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AS IT CONTAINS IMPORTANT INFORMATION AND IS PART OF THE  
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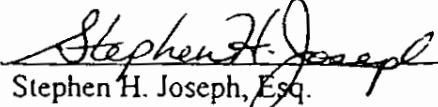
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### RECORD & RETURN TO:

Stephen H. Joseph, Esquire  
Ravens Hill Construction Company, Inc.  
Suite 109, 1317 Route 73  
Mt. Laurel, N.J. 08054  
Phone: 856-235-4900  
Fax: 856-235-0567

GLOUCESTER COUNTY RECORDING DATA PAGE  
JAMES N. HOGAN, COUNTY CLERK

Prepared by:

  
Stephen H. Joseph, Esq.

**DEED RESTRICTIONS - FOREST WOODS SUBDIVISION  
RESTRICTION ON ACCESS TO COUNTY ROAD No. 667 - JEFFERSON-RICHWOOD  
ROAD**

THIS DEED RESTRICTION is made this 22<sup>nd</sup> day of May, 2003 by KENNETH R. STEFFEN AND JOAN STEFFEN, who reside at 234 Cedar Road, Mullica Hill, New Jersey 08062, ("Declarant");

WHEREAS, the Declarant's contract purchaser, Ravens Hill Construction Company, Inc. has applied for a subdivision approval for certain lands and premises, and the Gloucester County Planning Board has assigned to such application the designation HA-0668; and

WHEREAS, the Declarant is the owner in fee simple of certain land and premises situate in the Township of Harrison, County of Gloucester and State of New Jersey, a part of which lands and premises have frontage on County Road 667 which is known as Jefferson - Richwood Road; and

WHEREAS, it is in the interest of the general public and the welfare of the County of Gloucester that the lands hereinafter described shall at all times be subject to the Deed Restrictions contained herein.

NOW, THEREFORE, in consideration of the benefits accruing to the Declarant and to the public, the Declarant does hereby impose deed restrictions on the following lot in the Forest Woods subdivision:

Block 36, Lot 14

Said lot is hereby Deed Restricted as follows:

Access from Block 36, Lot 14 with frontage on County Route # 667 shall only be permitted onto and from the Harrison Township Road to be known as Forest Woods Drive. The house to be constructed on said lot may face the County Road but the driveway access for said house shall provide ingress and egress only to the interior Township Road known as Forest Woods Drive. Vehicular and pedestrian ingress and egress shall be prohibited from said lot onto Jefferson-Richwood Road, County Route 667, unless this restriction is expressly released by the Gloucester County Planning Board through a properly executed deed of record.

There shall be no vehicular or pedestrian ingress or egress from said lot onto or from County Road 667, also known as Jefferson - Richwood Road.

This deed restriction may be enforced by the Declarant and the County of Gloucester. Said restriction shall run with the land and shall be in addition to any other restrictions which may now or in the future be imposed on said lot.

Together with the rights to all things necessary or incidental to effectuate the intentions and desires of the parties as set forth in the preamble hereof.

IN WITNESS WHEREOF, The Declarant has hereunto set its hand and seal the day and year first above written.

Witness:

Erin M. Becker  
Erin M. Becker

Kenneth R. Steffen  
Kenneth R. Steffen  
Joan Steffen  
Joan Steffen

STATE OF NEW JERSEY:  
COUNTY OF GLOUCESTER: SS

BE IT REMEMBERED that on this 22 day of May, 2003 before me, the subscriber, a Notary Public of New Jersey, personally appeared Kenneth R. Steffen and Joan Steffen, and they thereupon acknowledged that they signed the foregoing instrument as their voluntary act and deed on the date first above written.

Erin M. Becker

Notary Public

ERIN M. BECKER

A Notary Public of New Jersey

My Commission Expires 06/21/2005

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JAMES N. HOGAN  
GLOUCESTER COUNTY CLERK  
RECEIPT#: 32244 10:55:10 A.M.

06/06/2003  
DB 3602 16

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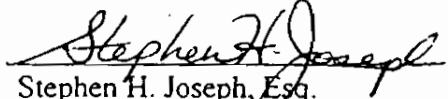
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30-P

### RECORD & RETURN TO:

Stephen H. Joseph, Esquire  
Ravens Hill Construction Company, Inc.  
Suite 109, 1317 Route 73  
Mt. Laurel, N.J. 08054  
Phone: 856-235-4900  
Fax: 856-235-0567

GLOUCESTER COUNTY RECORDING DATA PAGE  
JAMES N. HOGAN, COUNTY CLERK

Prepared by:

  
Stephen H. Joseph, Esq.

**DEED RESTRICTIONS - FOREST WOODS SUBDIVISION  
RESTRICTION ON ACCESS TO COUNTY ROAD No. 667 - JEFFERSON-RICHWOOD  
ROAD**

THIS DEED RESTRICTION is made this 22<sup>nd</sup> day of May, 2003 by KENNETH R. STEFFEN AND JOAN STEFFEN, who reside at 234 Cedar Road, Mullica Hill, New Jersey 08062, ("Declarant");

WHEREAS, the Declarant's contract purchaser, Ravens Hill Construction Company, Inc. has applied for a subdivision approval for certain lands and premises, and the Gloucester County Planning Board has assigned to such application the designation HA-0668; and

WHEREAS, the Declarant is the owner in fee simple of certain land and premises situate in the Township of Harrison, County of Gloucester and State of New Jersey, a part of which lands and premises have frontage on County Road 667 which is known as Jefferson - Richwood Road; and

WHEREAS, it is in the interest of the general public and the welfare of the County of Gloucester that the lands hereinafter described shall at all times be subject to the Deed Restrictions contained herein.

NOW, THEREFORE, in consideration of the benefits accruing to the Declarant and to the public, the Declarant does hereby impose deed restrictions on the following lot in the Forest Woods subdivision:

Block 36, Lot 14

Said lot is hereby Deed Restricted as follows:

Access from Block 36, Lot 14 with frontage on County Route # 667 shall only be permitted onto and from the Harrison Township Road to be known as Forest Woods Drive. The house to be constructed on said lot may face the County Road but the driveway access for said house shall provide ingress and egress only to the interior Township Road known as Forest Woods Drive. Vehicular and pedestrian ingress and egress shall be prohibited from said lot onto Jefferson-Richwood Road, County Route 667, unless this restriction is expressly released by the Gloucester County Planning Board through a properly executed deed of record

There shall be no vehicular or pedestrian ingress or egress from said lot onto or from County Road 667, also known as Jefferson - Richwood Road.

This deed restriction may be enforced by the Declarant and the County of Gloucester. Said restriction shall run with the land and shall be in addition to any other restrictions which may now or in the future be imposed on said lot.

Together with the rights to all things necessary or incidental to effectuate the intentions and desires of the parties as set forth in the preamble hereof.

IN WITNESS WHEREOF, The Declarant has hereunto set its hand and seal the day and year first above written.

Witness:

Erin M. Becker  
Erin M. Becker

Kenneth R. Steffen  
Kenneth R. Steffen  
Joan Steffen  
Joan Steffen

STATE OF NEW JERSEY:  
COUNTY OF GLOUCESTER: SS

BE IT REMEMBERED that on this 22 day of May, 2003 before me, the subscriber, a Notary Public of New Jersey, personally appeared Kenneth R. Steffen and Joan Steffen, and they thereupon acknowledged that they signed the foregoing instrument as their voluntary act and deed on the date first above written.

Erin M. Becker  
Notary Public

ERIN M. BECKER  
A Notary Public of New Jersey  
My Commission Expires 06/21/2005

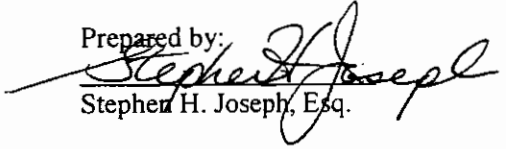
**Sight Triangle Easement  
Forest Woods Subdivision  
Harrison Township, Gloucester County, N.J.**

DATED: July 24, 2003

Record and Return to:

Gregory McCloskey, Esquire  
Begley, McCloskey & Gaskill  
40 East Main Street  
Moorestown, New Jersey 08057-3346

Prepared by:

  
Stephen H. Joseph, Esq.

## SIGHT TRIANGLE EASEMENT - FOREST WOODS SUBDIVISION

**THIS SIGHT TRIANGLE EASEMENT** is made this 24th day of July, 2003, by **POND & SPITZ HOMES AT MULLICA HILL, LLC**, with its principal office located at Suite 215, Five Greentree Centre, Route 73, Marlton, N.J. 08054 ("Grantor" or "Owner") in favor of the **FOREST WOODS HOMEOWNER'S ASSOCIATION, INC.**, Suite 109, 1317 Route 73, Mt. Laurel, New Jersey 08054 ("Grantee");

WHEREAS, Ravens Hill Construction Company, Inc. has received Preliminary and Final Subdivision approval from the Harrison Township Planning Board for a single family home subdivision known as Forest Woods; and

WHEREAS, Ravens Hill Construction Company, Inc. has contracted to sell said subdivision to Pond & Spitz Homes at Mullica Hill, LLC. with closing scheduled to take place on or about July 24, 2003; and

WHEREAS, the Grantor is the owner in fee simple of certain land and premises situate in the Township of Harrison, County of Gloucester and State of New Jersey, a part of which lands and premises are hereinafter more particularly described and covered by this Deed of Easement; and

WHEREAS, it is in the interest of the general public and the welfare of the Township of Harrison that the lands hereinafter described shall at all times remain unobstructed for the purpose of permitting pedestrians and the operators of motor vehicles to see across said lands, and to provide a clear view of pedestrians for on-coming vehicles.

NOW, THEREFORE, in consideration of the benefits accruing to the Grantor and to the public, the Grantor does hereby dedicate and grant to the said Grantee, its successors and assigns, a Sight Triangle Easement in the hereinafter described land as follows:

There shall not be erected at any time on said lands any building, structure, sign, fence or landscaping which may in any way interfere with the line of sight of pedestrians or operators of vehicles traversing the abutting streets, roads or highways. However, such varieties of ground cover or shrubs having an ultimate height of no more than twenty-four (24) inches may be planted in the Easement area designated below. The individual homeowner of the encumbered lot shall be primarily responsible to insure that no obstructions prohibited herein are allowed within the easement area.

In the event that the individual homeowner, its successors and/or assigns, fails to maintain a clear sight triangle, then the Forest Woods Homeowners Association, Inc. its successors or assigns, shall have the obligation and duty to maintain the sight triangle easements in accordance with the standards set forth herein. Said Association may enter upon any lands subject to this easement to perform all actions necessary to maintain the sight triangle easement and perform all actions as may be necessary including but not limited to those set forth below. **If the individual homeowner, in the first instance, and the Grantee, Homeowner's Association, its successors and/or assigns, in the second instance, fails to maintain a clear sight triangle, then the Township of Harrison, its agents, representatives or employees has the right but not the duty or obligation to enter upon and re-enter upon said lands hereinafter described for the purpose of clearing any brush, trees, weeds or other obstructions upon said lands, for the purpose of establishing and maintaining a clear sight or view of pedestrians or operators of vehicles traversing the abutting street, roads or highways.** The individual homeowner, in the first instance, or the Grantee, its successors and/or assigns shall be obligated to reimburse the Township for any expenses incurred in keeping said sight triangle clear and unobstructed.

The lands affected by this Declaration of Easement are described in the metes and bounds legal description attached hereto and made a part hereof as Schedule "A".

AND BEING KNOWN as a portion of the following specific Blocks and Lots:

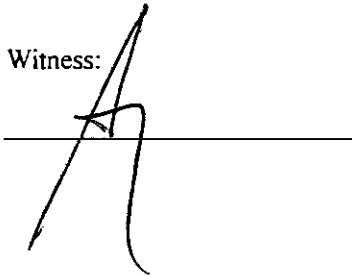
1. Block 36.07, Lot 2 - Sight Triangle Easement at corner of Forest Woods Drive and Bailey Road.
2. Block 36.07, Lot 9 - Sight Triangle Easement at corner of Forest Woods Drive and Bailey Road.  
Block 36.08, Lot 1 - Sight Triangle Easement at corner of Forest Woods Drive and Timber Lane.
3. Block 36.09, Lot 6 - Sight Triangle Easement at corner of Forest Woods Drive and Timber Lane.
4. Block 36, Lot 14 - Sight Triangle Easement at corner of Forest Woods Drive and Jefferson-Richwood Road (aka Cedar Road).

And being subject to all other easements and rights of record.

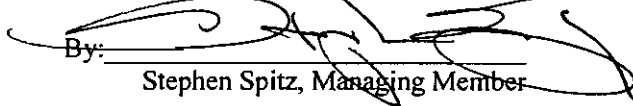
Together with the rights to all things necessary or incidental to effectuate the intentions and desires of the parties as set forth in the preamble hereof.

IN WITNESS WHEREOF, The Grantor has hereunto set their hands and seals the day and year first above written.

Witness:



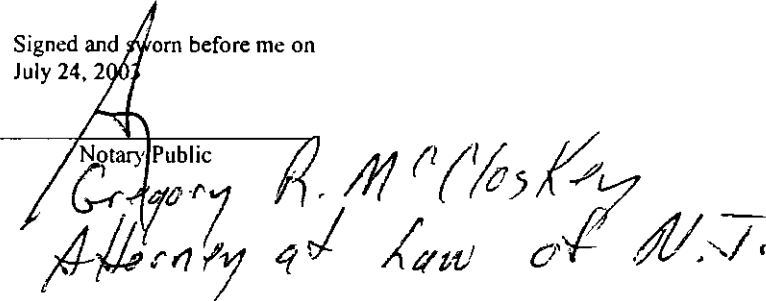
POND & SPITZ HOMES AT MULLICA HILL, LLC.

By:   
Stephen Spitz, Managing Member

STATE OF NEW JERSEY, COUNTY OF BURLINGTON: SS.:

I CERTIFY that on July 24, 2003, Stephen Spitz personally came before me and stated under oath to my satisfaction that: (a) this person was the subscribing witness to the signing of the attached signage easement; (b) this signage easement was signed by Stephen Spitz who is Managing Member of Pond & Spitz Homes at Mullica Hill, LLC. the entity named in this signage easement and was fully authorized to and did execute this easement on its behalf; (c) this signage easement was made for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5) and, (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

Signed and sworn before me on  
July 24, 2003

  
Notary Public  
Gregory R. McCloskey  
Attorney at Law of N.J.

August 5, 2002  
Revised September 26, 2002

LEGAL DESCRIPTION  
**SIGHT TRIANGLE EASMENT**  
**OVER LOT 1 – Block 36.08**  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Northwesterly right-of-way line of Forest Woods Drive (60.00' Wide), said point being the Southerly terminus of a connecting curve connecting the Northwesterly right-of-way line of Forest Woods Drive with the Southwesterly right-of-way line Timber Lane (50.00' Wide), and extending from the described point of beginning; Thence

- 1) Along the Northwesterly right-of-way line of Forest Woods Drive, South 33 Degrees 01 Minutes 47 Seconds West , a distance of 18.92 Feet to a point; Thence
- 2) Departing from said right-of-way line and traversing within the bounds of Lot 1, Block 36.08, North 11 Degrees 53 Minutes 59 Seconds West , a distance of 43.68 Feet to a point in the Southwesterly right-of-way line of Timber Lane, aforesaid; Thence
- 3) Along the Southwesterly right-of-way line of Timber Lane, South 56 Degrees 58 Minutes 13 Seconds East , a distance of 18.85 Feet to a point of connecting curve; Thence
- 4) Along the said connecting curve curving to the right, in a Southeasterly direction, having a Radius of 12.00 Feet, with an interior angle of 90 Degrees 00 Minutes 00 Seconds, and an Arc length of 18.85 Feet, to the point and place of beginning.

Hereinabove described Sight Triangle Easement over Lot 1, Block 36.08, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
**SIGHT TRIANGLE EASEMENT**  
**OVER LOT 2 – BLOCK 36.07**  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE

HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Southeasterly right-of-way line of Forest Woods Drive (50.00' Wide), said point being the Westerly terminus of a connecting curve connecting the Southeasterly right-of-way line of Forest Woods Drive with the Southwesterly right-of-way line of Bailey Road (50.00' Wide), and extending from the described point of beginning; Thence

- 1) Along said connecting curve curving to the right, in a Southeasterly direction, having a Radius of 12.00 Feet, with an interior angle of 90 Degrees 00 Minutes 00 Seconds, and an Arc length of 18.85 Feet, to a point of tangency in the Southwesterly right-of-way line of Bailey Road; Thence
- 2) Along the Southwesterly right-of-way line of Bailey Road, South 42 Degrees 49 Minutes 15 Seconds East, a distance of 27.86 Feet to a point; Thence
- 3) Departing from said right-of-way line and traversing within the bounds of Lot 2, Block 36.07, North 87 Degrees 57 Minutes 49 Seconds West, a distance of 56.51 Feet to a point in the Southeasterly right-of-way line of Forest Woods Drive; Thence
- 4) Along the Southeasterly right-of-way line of Forest Woods Drive, North 47 Degrees 10 Minutes 45 Seconds East, a distance of 28.06 Feet to the point and place of beginning.

Hereinabove described Sight Triangle Easement over Lot 2, Block 36.07, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
**SIGHT TRIANGLE EASMENT**  
**OVER LOT 6 - BLOCK 36.09**  
*PLAN OF LOTS - FOREST WOODS*  
LANDS SITUATE

HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Northwestern right-of-way line of Forest Woods Drive (Variable Width), said point being the Easterly terminus of a connecting curve connecting the Northwestern right-of-way line of said Forest Woods Drive, with the Northeasterly right-of-way line of Timber Lane (50.00' Wide), and extending from the described point of beginning; Thence

- 1) Along said connecting curve curving to the right, in a Southwesterly direction, having a Radius of 12.00 Feet, with an interior angle of 78 Degrees 00 Minutes 36 Seconds, and an Arc length of 16.34 Feet, to a point of tangency in the Northeasterly right-of-way line of Timber Lane; Thence
- 2) Along the Northeasterly right-of-way line of Timber Lane, North 56 Degrees 58 Minutes 13 Seconds West, a distance of 21.34 Feet to a point; Thence
- 3) Departing from said right-of-way line and traversing within the bounds of Lot 6, Block 36.09, North 81 Degrees 26 Minutes 02 Seconds East, a distance of 52.54 Feet to a point in the Northwestern right-of-way line of Forest Woods Drive; Thence
- 4) Along the Northwestern right-of-way line of Forest Woods Drive, South 47 Degrees 10 Minutes 45 Seconds West, a distance of 16.70 Feet to a point of curvature; Thence
- 5) Along said curve curving to the left, in a Southwesterly direction, having a Radius of 250.00 Feet, with an interior angle of 02 Degrees 09 Minutes 33 Seconds, and an Arc length of 9.42 Feet, to the point and place of beginning.

Hereinabove described Sight Triangle Easement over Lot 6, Block 36.09, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
**SIGHT TRIANGLE EASMENT**  
**OVER LOT 9 – BLOCK 36.07**  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Southeasterly right-of-way line of Forest Woods Drive (50.00' Wide), said point being the Northerly terminus of a connecting curve connecting the Southeasterly right-of-way line of Forest Woods Drive with the Northeasterly right-of-way line of Bailey Road (50.00' Wide), and extending from the described point of beginning; Thence

- 1) Along the Southeasterly right-of-way line of Forest Woods Drive, North 47 Degrees 10 Minutes 45 Seconds East, a distance of 28.07 Feet to a point; Thence
- 2) Departing from said right-of-way line and traversing within the bounds of Lot 9, Block 36.07, South 02 Degrees 05 Minutes 43 Seconds West, a distance of 56.75 Feet to a point in the Northeasterly right-of-way line of Bailey Road; Thence
- 3) Along the Northeasterly right-of-way line of Bailey Road, North 42 Degrees 49 Minutes 15 Seconds West, a distance of 28.19 Feet to a point of connecting curve; Thence
- 4) Along said connecting curve curving to the right, in a Northeasterly direction, having a Radius of 12.00 Feet, with an interior angle of 90 Degrees 00 Minutes 00 Seconds, and an Arc length of 18.85 Feet, to the point and place of beginning.

Hereinabove described Sight Triangle Easement over Lot 9, Block 36.07, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
**SIGHT TRIANGLE EASEMENT**  
**OVER LOT 14 – BLOCK 36**  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE

HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Northeasterly right-of-way line of Cedar Road (C.R. #667) (F.K.A. Jefferson – Richwood Road), perpendicular to and 24.75 Feet distant from the centerline thereof, said point being the Westerly terminus of a connecting curve connecting the Northeasterly right-of-way line of Cedar Road with the Northwesterly right-of-way line of Forest Woods Drive (60.00' Wide), said connecting curve having a Radius of 15.00 Feet with an interior angle of 90 Degrees 00 Minutes 00 Seconds, and an Arc length of 23.56 Feet, and extending from the described point of beginning; Thence

- 1) Along the Northeasterly right-of-way line of Cedar Road, running parallel to and 24.75 Feet distant from the centerline thereof, North 56 Degrees 58 Minutes 13 Seconds West, a distance of 60.02 Feet to a point; Thence
- 2) Departing from said Northeasterly right-of-way line and traversing within the bounds of Lot 14, Block 36, South 61 Degrees 31 Minutes 28 Seconds East, a distance of 72.03 Feet to a point in aforesaid connecting curve; Thence
- 3) Along part of said connecting curve curving to the right, in a Northwesterly direction, having a Radius of 15.00 Feet, with an interior angle of 51 Degrees 46 Minutes 41 Seconds, and an Arc length of 13.56 Feet, to the point and place of beginning.

Hereinabove described Sight Triangle Easement over Lot 14, Block 36, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

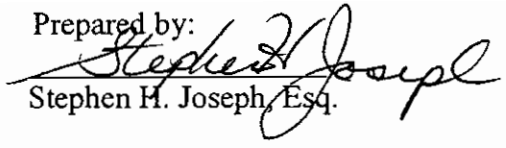
**Signage Easement  
Covering the Forest Woods subdivision project  
identification signs  
and related facilities  
Forest Woods Subdivision  
Harrison Township, Gloucester County, N.J.**

DATED: July 24, 2003

Record and Return to:

Gregory McCloskey, Esquire  
Begley, McCloskey & Gaskill  
40 East Main Street  
Moorestown, New Jersey 08057-3346

Prepared by:

  
Stephen H. Joseph, Esq.

**Signage Easement  
Covering Front Entrance Signs - Forest Woods Subdivision  
Harrison Township, Gloucester County, N.J.**

**THIS SIGNAGE EASEMENT** is made this 24<sup>th</sup> day of July, 2003, by and between **POND & SPITZ HOMES AT MULLICA HILL, LLC, with its principal office located at Suite 215, Five Greentree Centre, Route 73, Marlton, N.J. 08054** ("Grantor" or "Owner") in favor of the **FOREST WOODS HOMEOWNER'S ASSOCIATION, INC.**, a not-for-profit Homeowner's Association, located at Suite 109, 1317 Route 73, Mt. Laurel, New Jersey 08054, ("Grantee") and **HARRISON TOWNSHIP**, a municipal corporation of the State of New Jersey, located at 114 Bridgeton Pike, Mullica Hill, N.J. 08062-9709, ("Township");

WHEREAS, **Ravens Hill Construction Company, Inc.**, has received major subdivision approval for certain lands and premises from the Harrison Township and the Gloucester County Planning Boards; and

WHEREAS, **Ravens Hill Construction Company, Inc.**, has contracted to sell said subdivision to **Pond & Spitz Homes at Mullica Hill, LLC**, with closing scheduled to take place on July 24, 2003; and

WHEREAS, the Grantor is the owner in fee simple of certain land and premises identified as Block 36, Lot 14 situate in the Township of Harrison, County of Gloucester and State of New Jersey, a part of which lands and premises are hereinafter more particularly described and covered by this Signage Easement; and

WHEREAS, the Grantee and the Township desire a right of entry over the lands and premises of the Grantor and its successors in interest for the express purpose of the Grantee, maintaining, repairing or replacing the subdivision identification signs, sign lighting and landscaping to be constructed in connection with the development of the Forest Woods subdivision.

NOW, THEREFORE, be it acknowledged that the Grantor, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer and deliver to the Grantee and to the Township, their successors and assigns, an easement over and through the land and premises owned by the said Grantor and situate in the Township of Harrison, County of Gloucester and State of New Jersey so said Grantee and the Township may exercise their rights under this Signage Easement for the purpose of repairing, maintaining, cleaning and servicing the subdivision identification signs, sign lighting and landscaping over and through the lands of the said Grantor, their successors and assigns, said land being more particularly

described on Schedule "A" attached hereto and made a part hereof. The Grantee Homeowners Association shall have the sole obligation to repair, maintain, clean and service the subdivision identification signs, sign lighting and landscaping and the Township shall have no such direct obligation. If the Homeowner's Association fails to properly repair and maintain the signs and related facilities, then **the Township shall have the right, but not the obligation, to repair and maintain** said improvements and may enter upon the site to do this repair, maintenance or replacement in accordance with the purposes expressed in this Signage Easement.

**Deed Restriction on Project Signage and Related Facilities.** As part of this development, project identification signage, lighting, and landscaping shall be erected on Block 36, Lot 14. The signage and related facilities may not be removed without the consent of Harrison Township and the Homeowners Association. The signage and related improvements shall not be removed without the consent of the Township. No sign, lighting or landscaping or hedgerow shall be modified which may result in changes in drainage on adjacent property. This deed restriction may be enforced by any party in the development, the municipality, the Planning Board or the Zoning Board of Harrison Township or the Homeowners Association. The Homeowners Association shall be responsible to repair, replace and maintain the front entrance signs and related facilities in accordance with the standards of the Township of Harrison. Both the Homeowners Association and the Township hereby retain a right of re-entry upon the individual lot which will contain the signs and related facilities for this purpose.

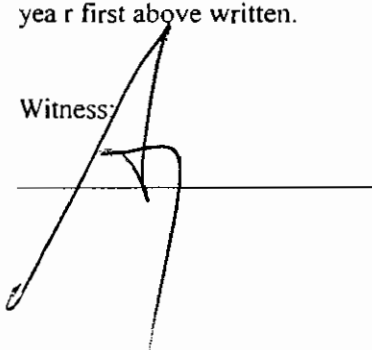
There shall not be erected at any time on the lands within the easement area any building, structure, sign, fence or landscaping except for the permanent development identification signage, stucco piers, landscaping, lighting and other front entrance detail improvements as approved by the Township and of clearing any brush, trees, weeds or other obstructions upon said lands. The Grantee shall be obligated to reimburse the Township for any expenses incurred in keeping said signage and related improvements within the easement area in good condition and clear and unobstructed.

This Signage Easement expressly encumbers the property known as Block 36, Lot 14 as shown on the Final Plan of Lots of Forest Woods prepared by Consulting Engineering Services and dated June 4, 2002, last revised on December 9, 2002.

Together with the rights to all things necessary or incidental to effectuate the intentions and desires of the parties as set forth in the preamble hereof.

IN WITNESS WHEREOF, The Grantor has hereunto set their hands and seals the day and year first above written.

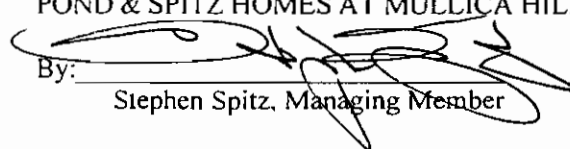
Witness:



A handwritten signature in black ink, appearing to be 'A', written over a horizontal line.

POND & SPITZ HOMES AT MULLICA HILL, LLC.

By:



A handwritten signature in black ink, appearing to be 'Stephen Spitz', written over a horizontal line.

Stephen Spitz, Managing Member

STATE OF NEW JERSEY, COUNTY OF BURLINGTON: SS.:

I CERTIFY that on July 24, 2003, Stephen Spitz personally came before me and stated under oath to my satisfaction that: (a) this person was the subscribing witness to the signing of the attached signage easement; (b) this signage easement was signed by Stephen Spitz who is Managing Member of Pond & Spitz Homes at Mullica Hill, LLC. the entity named in this signage easement and was fully authorized to and did execute this easement on its behalf; (c) this signage easement was made for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5) and, (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

Signed and sworn before me on  
July 24, 2003

Notary Public

Gregory R. McCloskey  
Attorney at Law of N.J.

August 5, 2002

LEGAL DESCRIPTION  
SIGN EASEMENT  
**OVER LOT 14 – BLOCK 36**  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Northeasterly right-of-way line of Cedar Road (C.R. #667) (F.K.A. Jefferson-Richwood Road), perpendicular to and 24.75 Feet distant from the centerline thereof, said point being the Westerly terminus of a connecting curve connecting the Northeasterly right-of-way line of Cedar Road with the Northwesterly right-of-way line of Forest Woods Drive (60.00' Wide), and extending from the described point of beginning; Thence

- 1) Along the Northeasterly right-of-way line of Cedar Road, running parallel to and 214.75 Feet distant from the centerline thereof, North 56 Degrees 58 Minutes 13 Seconds West, a distance of 5.00 Feet to a point; Thence
- 2) Departing from said right-of-way line and traversing within the bounds of Lot 14, Block 36, North 33 Degrees 01 Minutes 47 Seconds East, a distance of 18.00 Feet to a point; Thence
- 3) Continuing within said bounds, South 56 Degrees 58 Minutes 13 Seconds East, a distance of 20.00 Feet to a point in the Northwesterly right-of-way line of Forest Woods Drive; Thence
- 4) Along the Northwesterly right-of-way line of Forest Woods Drive, South 33 Degrees 01 Minutes 47 Seconds West, a distance of 3.00 Feet to a point of connecting curve; Thence
- 5) Along said connecting curve curving to the right, in a Southwesterly direction, having a Radius of 15.00 Feet, with an interior angle of 90 Degrees 00 Minutes 00 Seconds, and an Arc length of 23.56 Feet, to the point and place of beginning.

Hereinabove described Sign Easement over Lot 14, Block 36, containing 312 S.F.±, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

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**DEED CONVEYING OPEN SPACE/DETENTION BASIN LOTS IN  
FOREST WOODS SUBDIVISION TO HOMEOWNERS ASSOCIATION**

**DATED: JUNE 24, 2003**

**POND AND SPITZ HOMES AT MULLICA HILL, LLC., GRANTOR**

**AND**

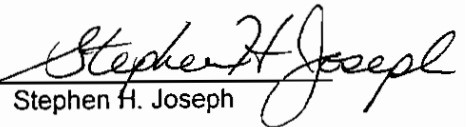
**FOREST WOODS HOMEOWNER'S ASSOCIATION, INC., GRANTEE**

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**Record and Return to:**

**Gregory McCloskey, Esquire  
Begley, McCloskey & Gaskill  
40 East Main Street  
Moorestown, New Jersey 08057-3346**

Prepared by:

  
Stephen H. Joseph

**DEED CONVEYING OPEN SPACE/DETENTION BASIN LOTS IN  
FOREST WOODS SUBDIVISION TO HOMEOWNERS ASSOCIATION**

This Deed is made on July 24, 2002,

**BETWEEN**

**POND & SPITZ HOMES AT MULLICA HILL, LLC**, with its principal office located at Suite 215, Five Greentree Centre, Route 73, Marlton, N.J. 08054, referred to as the Grantor,

**AND**

**FOREST WOODS HOMEOWNER'S ASSOCIATION, INC.**, a New Jersey Not-for-Profit Corporation, whose address is Suite 109, 1317 Route 73, Mt. Laurel, New Jersey 08054, referred to as the Grantee.

The word "Grantee" shall mean all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of **One (\$1.00) Dollar**. The Grantor acknowledges receipt of this money.

**Tax Map Reference.** ( N.J.S.A. 46: 15-1) Township of Harrison, County of Gloucester

**Block No. 36.07, Lot No. 10 and Block No. 36.09, Lot No. 17**

Account No.

No property tax identification number is available on the date of this Deed.  
( check box if applicable)

**Property.** The property consists of the land and all the buildings and structures on the land in the Township of Harrison, County of Gloucester and State of New Jersey known and designated as **Block 36.07, Lot 10 and Block 36.09, Lot 17 on the Official Tax Map of the Township of Harrison, County of Gloucester and State of New Jersey.**

Being part of the same lands which Janice R. LaHuta conveyed to **POND & SPITZ HOMES AT MULLICA HILL, LLC**, by deed dated July 24, 2003 and recorded on \_\_\_\_\_, 2003 in the Gloucester County Clerk's Office in Deed Book \_\_\_\_\_, page \_\_\_\_\_, et. seq.

Also shown as Block 36.07, Lot 10 and Block 36.09, Lot 17, Storm Water Management Facility, on the Forest Woods Final Plan of Lots prepared by Henry J. Haley, P.E., Consulting Engineer Services, dated June 4, 2002 and revised through December 9, 2002 and filed in the Gloucester County Clerk's Office on \_\_\_\_\_ as Map # \_\_\_\_\_.

See legal descriptions attached hereto and made a part hereof.

The Homeowner's Association must maintain, repair and /or replace all drainage facilities and detention basins located throughout the development. Certain lots contain drainage facilities which include yard inlets and ditches. The Homeowner's Association is required to keep the drainage facilities unobstructed and free of debris and to maintain, repair and replace the drainage facilities according to Township standards. All lots which contain these drainage facilities are therefore subject to a right of re-entry reserved unto the Homeowner's Association for such maintenance, repair and/or replacement. The maintenance, repair and

replacement of the detention basin and the storm water management system and all drainage facilities shall include but not be limited to the following maintenance schedule:

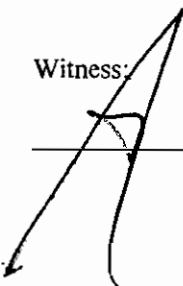
- a. Visually inspect and remove debris from the trash rack above the detention basin outlet structure following each storm;
- b. Mow grass in the detention basin when the length of grass reaches 6 inches and remove grass from area;
- c. Semi-annually check the detention basin berm for cracks, water action damage, rodent damage and make necessary repairs;
- d. Semi-annually or following major storms, inspect the emergency detention basin spillway for damage and debris. Remove all debris and make necessary repairs.
- e. Mow and maintain, in cooperation with each homeowner, the inlets located within the right of ways and upon the individual lots including the removal of debris from each inlet following each storm;
- f. Maintain the detention basin and storm water management system consistent with applicable storm water management standards established by Harrison Township which may be amended from time to time; and
- g. All repairs and replacements within the detention basin and the storm water management system shall be completed in accordance with the applicable construction standards established by Harrison Township which may be amended from time to time.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's property corporate officers as of the date at the top

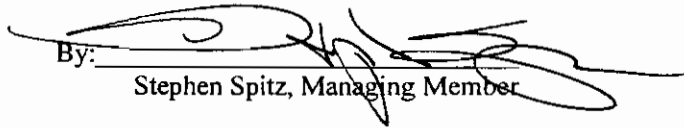
IN WITNESS WHEREOF, The Grantor has hereunto set their hands and seals the day and year first above written.

Witness:

  
\_\_\_\_\_

POND & SPITZ HOMES AT MULLICA HILL, LLC.

By:

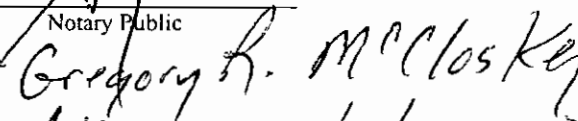
  
Stephen Spitz, Managing Member

STATE OF NEW JERSEY, COUNTY OF BURLINGTON: SS.:

I CERTIFY that on July 24, 2003, Stephen Spitz personally came before me and stated under oath to my satisfaction that: (a) this person was the subscribing witness to the signing of the attached signage easement; (b) this signage easement was signed by Stephen Spitz who is Managing Member of Pond & Spitz Homes at Mullica Hill, LLC. the entity named in this signage easement and was fully authorized to and did execute this easement on its behalf; (c) this signage easement was made for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5) and, (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

Signed and sworn before me on  
July 24, 2003

  
\_\_\_\_\_  
Notary Public

  
Attorney at Law at N.J.

August 5, 2002

LEGAL DESCRIPTION  
STORM WATER MANAGEMENT BASIN  
TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION  
LOT 17 - BLOCK 36.09  
*PLAN OF LOTS - FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Southeasterly right-of-way line of Timber Lane (65.00' Wide), said point being common corner to Lots 10 & 17, BLOCK 36.09, and extending from the described point of beginning; Thence

- 1) Along the Southeasterly right-of-way line of Timber Lane, North 41 Degrees 33 Minutes 40 Seconds East, a distance of 20.00 Feet to a point; Thence
- 2) Departing from the Southeasterly right-of-way line of Timber Lane, and running along the division line common to Lots 11 & 17, BLOCK 36.09, South 48 Degrees 26 Minutes 20 Seconds East, a distance of 209.88 Feet to a point; Thence
- 3) Still along said division line, North 41 Degrees 33 Minutes 40 Seconds East, a distance of 59.20 Feet to a point; Thence
- 4) Along the division line common to Lots 11 & 12, BLOCK 36.09, North 73 Degrees 38 Minutes 58 Seconds East, a distance of 208.58 Feet to a point; Thence
- 5) Along the division line of Lot 2, BLOCK 36.09, South 09 Degrees 53 Minutes 25 Seconds East, a distance of 113.40 Feet to a point; Thence
- 6) Along the division line of Lot 3, BLOCK 36.09, South 18 Degrees 59 Minutes 41 Seconds West, a distance of 125.00 Feet to a point; Thence
- 7) Along the division line of Lots 4 & 5, BLOCK 36.09, South 33 Degrees 01 Minutes 47 Seconds West, a distance of 253.33 Feet to a point; Thence
- 8) Along the division line of Lots 7 & 8, BLOCK 36.09, North 56 Degrees 58 Minutes 13 Seconds West, a distance of 288.23 Feet to a point; Thence

- 9) Along the division line of Lot 10, BLOCK 36.09, North 41 Degrees 33 Minutes 40 Seconds East, a distance of 223.47 Feet to a point; Thence
- 10) Still along said division line, North 48 Degrees 26 Minutes 20 Seconds West, a distance of 209.88 Feet to the point and place of beginning.

Hereinabove described Storm Water Management Basin To Be Dedicated To The Homeowner's Association, being all of Lot 17, BLOCK 36.09 and containing 103,961 S.F.± or 2.39 Ac.±, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
STORM WATER MANAGEMENT BASIN  
TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION  
LOT 10 – BLOCK 36.07  
PLAN OF LOTS – FOREST WOODS  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the curved Southeasterly right-of-way line of Forest Woods Drive (50.00' Wide), said point being common corner to Lots 9 & 10, Block 36.07, and extending from the described point of beginning; Thence

- 1) Along the Southeasterly right-of-way line of Forest Woods Drive, running along a curve curving to the left, having a Radius of 250.00 Feet, with an interior angle of 05 Degrees 06 Minutes 59 Seconds, and an Arc length of 22.32 Feet (Chord: N 37°48'43" E, 22.32'); Thence
- 2) Running in part along the Southerly Limit of the 65.00' Wide portion of Forest Wood Drive, and in part along the division line of Lot 5, Block 35, South 78 Degrees 31 Minutes 49 Seconds East, a distance of 454.60 Feet to a point; Thence
- 3) Along the division line of Lot 6, Block 36, South 05 Degrees 20 Minutes 49 Seconds West, a distance of 164.36 Feet to a point; Thence
- 4) Along the division line of Lot 7, Block 36.07, North 88 Degrees 17 Minutes 10 Seconds West, a distance of 87.09 Feet to a point common corner to Lots 7, 8, & 10, BLOCK 36.07; Thence
- 2) Along the division line of Lots 8 & 9, Block 36.07, North 54 Degrees 07 Minutes 50 Seconds West, a distance of 382.91 Feet to a point; Thence
- 3) Along the division line of Lot 9, Block 36.07, North 78 Degrees 31 Minutes 49 Seconds West, a distance of 47.49 Feet to the point and place of beginning.

Hereinabove described Storm Water Management Basin To Be Dedicated To The Homeowner's Association, being all of Lot 10, Block 36.07 and containing 48,629 S.F.± or 1.12 Ac.± is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

CES #2266.  
Page 1 of 1,  
BASIN-36.07-10-TJS

Prepared by:

  
Stephen H. Joseph

**DEED OF DEDICATION COVERING ROADWAYS IN THE FOREST  
WOODS MAJOR SUBDIVISION**

This **DEED OF DEDICATION** is made on July 24, 2003

**BETWEEN**

**POND & SPITZ HOMES AT MULLICA HILL, LLC**, with its principal office located at Suite 215, Five Greentree Centre, Route 73, Marlton, N.J. 08054, referred to as the Grantor,

**AND**

**TOWNSHIP OF HARRISON**, a municipal corporation, 114 Bridgeton Pike, Mullica Hill, New Jersey 08062-2670, referred to as the Grantee

The word "Grantee" shall mean all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of One (\$1.00) Dollar and other good and valuable consideration. The Grantor acknowledges receipt of this money.

**Tax Map Reference.** ( N.J.S.A. 46: 15 -1) Harrison Township, N.J.

**List of Dedicated Rights of Way/Roadways within the Forest Woods Subdivision**

**Forest Woods Drive**

**Bailey Road**

**Timber Lane**

**Right-of-Way "A" to be used for emergency vehicle access to Bailey Road.**

The dedication and conveyance to the Grantee of the lands shown as Right-of-Way "A" as set forth on the Final Plan of Lots of the Forest Woods Major Subdivision is hereby made subject to the express right of the owner of Block 36, Lot 13.01 (Enzman) and of the owner of Block 36, Lot 21 (Christy), their successors and assigns, to continue to use their respective individual driveways; provided that said individual driveways shall be kept in good condition and shall be maintained, repaired and replaced by said individual homeowners at their sole cost and expense. The Township shall have no obligation to maintain, repair or replace the individual homeowners' driveways. In addition, said Right-of-Way dedication and conveyance is made subject to the express right of the owner of Block 36, Lot 21 (Christy) to continue to use the water well which provides potable water to her residence and is located within said Right-of-Way. The owner of Block 36, Lot 21 shall have access to said water well and shall have the sole obligation to repair, maintain and replace said water well. If said driveways or well is abandoned at any time, the easement rights set forth herein shall automatically terminate.

The dedication and conveyance to the Grantee of the lands shown as Right-of-Way "A" as set forth on the Final Plan of Lots of the Forest Woods Major Subdivision is also made subject to

the right of the Forest Woods Homeowners Association to have access to the right of way to perform its obligation of repair and maintenance of the emergency access way which services the development known as Forest Woods. The Township shall have no obligation to maintain, repair or replace the emergency access way.

No property tax identification number is available on the date of this Deed.  
( check box if applicable)

**Property.** The property consists of the land and all the buildings, structures and improvements on the land in the Township of Harrison, County of Gloucester and State of New Jersey.

BEING certain Rights of Way and Roadways located in the Forest Woods Subdivision as appears on the Final Plan of Lots dated \_\_\_\_\_, revised to \_\_\_\_\_ and filed on \_\_\_\_\_ as Map # \_\_\_\_\_ in the Gloucester County Clerk's Office.

BEING part of the same lands and premises which became vested in Pond and Spitz Homes at Mullica Hill, LLC. by Deed from Kenneth R. Steffen and Joan Steffen, his wife, dated July 24, 2003, recorded \_\_\_\_\_, 2003, in Deed Book \_\_\_\_\_, page \_\_\_\_\_, in the Office of the Clerk of Gloucester County.

ALSO BEING part of the same lands and premises which became vested in Pond and Spitz Homes at Mullica Hill, LLC. by Deed from Janice LaHuta, dated July 24, 2003, recorded \_\_\_\_\_, 2003, in Deed Book \_\_\_\_\_, page \_\_\_\_\_, in the Office of the Clerk of Gloucester County.

The Lands being dedicated to Harrison Township pursuant to this Deed of Dedication are more specifically set forth on the metes and bounds legal descriptions attached hereto and made a part hereof as Exhibit "A".

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

**Signatures.** This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top

IN WITNESS WHEREOF, The Grantor has hereunto set their hands and seals the day and year first above written.

Witness: \_\_\_\_\_  
POND & SPITZ HOMES AT MULLICA HILL, LLC.  
By: \_\_\_\_\_  
Stephen Spitz, Managing Member

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER: SS.:  
I CERTIFY that on July 24, 2003, Stephen Spitz personally came before me and stated under oath to my satisfaction that: (a) this person was the subscribing witness to the signing of the attached signage easement; (b) this signage easement was signed by Stephen Spitz who is Managing Member of Pond & Spitz Homes at Mullica Hill, LLC. the entity named in this signage easement and was fully authorized to and did execute this easement on its behalf; (c) this signage easement was made for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5) and, (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

Signed and sworn before me on  
July 24, 2003  
\_\_\_\_\_  
Notary Public

*Gregory R. McCloskey*  
*Attorney at Law of N.J.*

**DEED OF DEDICATION COVERING ROADWAYS IN THE FOREST  
WOODS MAJOR SUBDIVISION**

**DATED: July 24, 2003**

**POND & SPITZ HOMES AT MULLICA HILL, LLC., GRANTOR**

**TO**

**TOWNSHIP OF HARRISON, A MUNICIPAL CORPORATION, GRANTEE**

**RECORD AND RETURN TO:**

**Herbert H. Butler, Esquire  
Butler, Butler, Rosenberger & Horner  
279 East Broadway  
Salem, New Jersey 08079**

August 5, 2002  
Revised September 26, 2002

LEGAL DESCRIPTION  
RIGHT-OF-WAY'S  
TIMBER LANE, FOREST WOODS DRIVE & BAILEY ROAD  
TO BE DEDICATED TO HARRISON TOWNSHIP  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Northeasterly right-of-way line of Cedar Road (C.R. #667) (F.K.A. Jefferson – Richwood Road), perpendicular to and 24.75 Feet distant from the centerline thereof, said point being the Westerly terminus of a connecting curve connecting the Northeasterly right-of-way line of Cedar Road with the Northwesterly right-of-way line of Forest Woods Drive (60.00' Wide), and extending from the described point of beginning; Thence

- 1) Along said connecting curve, curving to the left, in a Northeasterly direction, having a Radius of 15.00 Feet, with an interior angle of 90 Degrees 00 Minutes 00 Seconds, and an Arc length of 23.56 Feet, to a point of tangency in the Northwesterly right-of-way line of said Forest Woods Drive; Thence
- 2) Along said Northwesterly right-of-way line, North 33 Degrees 01 Minutes 47 Seconds East, a distance of 377.29 Feet to a point of connecting curve; Thence
- 3) Along said connecting curve curving to the left, in a Northwesterly direction, having a Radius of 12.00 Feet, with an interior angle of 90 Degrees 00 Minutes 00 Seconds, and an Arc length of 18.85 Feet, to a point of tangency in the Southwesterly right-of-way line of Timber Lane (50.00' Wide); Thence
- 4) Along said Southwesterly right-of-way line of Timber Lane, North 56 Degrees 58 Minutes 13 Seconds West, a distance of 721.56 Feet to a point of connecting curve; Thence
- 5) Along said connecting curve curving to the right, in a Northwesterly direction, having a Radius of 125.00 Feet, with an interior angle of 98 Degrees 31 Minutes 53 Seconds, and an Arc length of 214.96 Feet, to a point; Thence

- 6) North 48 Degrees 26 Minutes 20 Seconds West, a distance of 15.00 Feet to a point in the Northwesterly right-of-way of Timber Lane (65.00' Wide); Thence
- 7) Along said Northwesterly right-of-way of Timber Lane, North 41 Degrees 33 Minutes 40 Seconds East, a distance of 1134.80 Feet to a point; Thence
- 8) South 07 Degrees 14 Minutes 53 Seconds East, a distance of 36.38 Feet to a point; Thence
- 9) Along the Northerly, Northeasterly, Easterly, Southeasterly, and Southerly right-of-way line of Timber Lane Cul-De-Sac, along a curve curving to the right, having a Radius of 50.00 Feet, with an interior angle of 203 Degrees 38 Minutes 26 Seconds, and an Arc length of 177.71 Feet, to a point of reverse curve; Thence
- 10) Along a curve curving to the left, having a Radius of 37.00 Feet, with an interior angle of 64 Degrees 49 Minutes 52 Seconds, and an Arc length of 41.87 Feet, to a point of tangency in the Southeasterly right-of-way line of Timber Lane; Thence
- 11) Along said Southeasterly right-of-way line of Timber Lane, South 41 Degrees 33 Minutes 40 Seconds West, a distance of 999.18 Feet to a point of connecting curve; Thence
- 12) Along said connecting curve, curving to the left in a Southeasterly direction, having a Radius of 75.00 Feet, with an interior angle of 98 Degrees 31 Minutes 53 Seconds, and an Arc length of 128.98 Feet, to a point in the Northeasterly right-of-way line of Timber Lane (50.00' Wide); Thence
- 13) Along said Northeasterly right-of-way line of Timber Lane, South 56 Degrees 58 Minutes 13 Seconds East, a distance of 727.28 Feet to a point of connecting curve; Thence
- 14) Along said connecting curve curving to the left, in a Northeasterly direction, having a Radius of 12.00 Feet, with an interior angle of 78 Degrees 00 Minutes 36 Seconds, and an Arc length of 16.34 Feet, to a point of reverse curve; Thence
- 15) Along said connecting curve curving to the right, in a Northeasterly direction, having a Radius of 250.00 Feet, with an interior angle of 02 Degrees 09 Minutes 33 Seconds, and an Arc length of 9.42 Feet, to a point of tangency in the Northwesterly right-of-way line of Forest Woods Drive (50.00' Wide); Thence
- 16) Along the Northwesterly right-of-way line of said Forest Woods Drive, North 47 Degrees 10 Minutes 45 Seconds East, a distance of 322.89 Feet to a point of curvature; Thence
- 17) Along a curve curving to the left, in a Northeasterly direction, having a Radius of 200.00 Feet, with an interior angle of 28 Degrees 11 Minutes 04 Seconds, and an Arc

length of 98.38 Feet, to a point of tangency in the Northwesterly right-of-way line of Forest Woods Drive (65.00' Wide); Thence

- 18) Along said Northwesterly right-of-way line, North 18 Degrees 59 Minutes 41 Seconds East, a distance of 249.12 Feet to a point of curvature; Thence
- 19) Still along said right-of-way line, along said curve curving to the left, in a Northwesterly direction, having a Radius of 37.00 Feet, with an interior angle of 64 Degrees 49 Minutes 52 Seconds, and an Arc length of 41.87 Feet, to a point of reverse curvature; Thence
- 20) Along the Westerly, Northwesterly, Northerly, Northeasterly and Easterly right-of-way line of Forest Woods Drive Cull-De-Sac, along a curve curving to the right, having a Radius of 50.00 Feet, with an interior angle of 244 Degrees 49 Minutes 52 Seconds, and an Arc length of 213.66 Feet to a point; Thence
- 21) South 71 Degrees 00 Minutes 19 Seconds East, a distance of 15.00 Feet to a point in the Southeasterly right-of-way line of said Forest Woods Drive; Thence
- 22) Along said Southeasterly right-of-way line, South 18 Degrees 59 Minutes 41 Seconds West, a distance of 394.55 Feet to a point; Thence
- 23) North 78 Degrees 31 Minutes 49 Seconds West, a distance of 25.22 Feet to a point; Thence
- 24) Along a curve curving to the right, in a Southwesterly direction, having a Radius of 250.00 Feet, with an interior angle of 11 Degrees 55 Minutes 31 Seconds, and an Arc length of 52.03 Feet, to a point of tangency in the Southeasterly right-of-way line of Forest Woods Drive (50.00' Wide); Thence
- 25) Along said Southeasterly right-of-way line, South 47 Degrees 10 Minutes 45 Seconds West, a distance of 169.98 Feet to a point of connecting curve; Thence
- 26) Along said connecting curve curving to the left, in a Southwesterly direction, having a Radius of 12.00 Feet, with an interior angle of 90 Degrees 00 Minutes 00 Seconds, and an Arc length of 18.85 Feet, to a point in the Northeasterly right-of-way line of Bailey Road (50.00' Wide); Thence
- 27) Along said Northeasterly right-of-way line, South 42 Degrees 49 Minutes 15 Seconds East, a distance of 43.41 Feet to a point of curvature; Thence
- 28) Still along said right-of-way line, along a curve curving to the left, in a Southeasterly direction, having a Radius of 150.00 Feet, with an interior angle of 14 Degrees 08 Minutes 58 Seconds, and an Arc length of 37.04 Feet, to a point of tangency in same; Thence

- 29) Still along said right-of-way line, South 56 Degrees 58 Minutes 13 Seconds East, a distance of 231.14 Feet to a point of curvature; Thence
- 30) Along the Northeasterly and Easterly right-of-way line of Bailey Road, along a curve curving to the right, in a Southeasterly direction, having a Radius of 125.00 Feet, with an interior angle of 62 Degrees 19 Minutes 02 Seconds, and an Arc length of 135.96 Feet, to a point of tangency in the Easterly right-of-way line of said Bailey Road; Thence
- 31) Along said Easterly right-of-way line, South 05 Degrees 20 Minutes 49 Seconds West, a distance of 182.11 Feet to a point of curvature; Thence
- 32) Along the Southeasterly, Southerly, Southwesterly, Westerly and Northwesterly right-of-way line of Bailey Road Cul-De-Sac, along a curve curving to the right, having a Radius of 50.00 Feet, with an interior angle of 244 Degrees 49 Minutes 53 Seconds, and an Arc length of 213.66 Feet, to a point of reverse curve; Thence
- 33) Along a curve curving to the left, in a Northeasterly direction, having a Radius of 37.00 Feet, with an interior angle of 64 Degrees 49 Minutes 52 Seconds, and an Arc length of 41.87 Feet, to a point in the Westerly right-of-way line of Bailey Road; Thence
- 34) Along said Westerly right-of-way line, North 05 Degrees 20 Minutes 49 Seconds East, a distance of 103.37 Feet to a point of curvature; Thence
- 35) Along a curve curving to the left, in a Northwesterly direction, having a Radius of 75.00 Feet, with an interior angle of 62 Degrees 19 Minutes 02 Seconds, and an Arc length of 81.57 Feet, to a point in the Southwesterly right-of-way line of Bailey Road; Thence
- 36) Along said Southwesterly right-of-way line, North 56 Degrees 58 Minutes 13 Seconds West, a distance of 231.14 Feet to a point of curvature; Thence
- 37) Still along said Southwesterly right-of-way line, along a curve curving to the right, in a Northwesterly direction, having a Radius of 200.00 Feet, with an interior angle of 14 Degrees 08 Minutes 58 Seconds, and an Arc length of 49.39 Feet, to a point of tangency; Thence
- 38) Still along the Southwesterly right-of-way line of Bailey Road, North 42 Degrees 49 Minutes 15 Seconds West, a distance of 43.41 Feet to a point of connecting curve; Thence
- 39) Along said connecting curve curving to the left, in a Northwesterly direction, having a Radius of 12.00 Feet, with an interior angle of 90 Degrees 00 Minutes 00 Seconds, and an Arc length of 18.85 Feet, to a point of tangency in the Southeasterly right-of-way line of Forest Woods Drive (50.00' Wide); Thence

- 40) Along said Southeasterly right-of-way line, South 47 Degrees 10 Minutes 45 Seconds West, a distance of 36.61 Feet to a point of curvature; Thence
- 41) Still along said right-of-way line and along a curve curving to the left, in a Southwesterly direction, having a Radius of 200.00 Feet, with an interior angle of 14 Degrees 08 Minutes 58 Seconds, and an Arc length of 49.39 Feet, to a point of tangency in the Southeasterly right-of-way line of Forest Woods Drive; Thence
- 42) Along the Southeasterly right-of-way line of Forest Woods Drive, becoming 60.00' Wide, South 33 Degrees 01 Minutes 47 Seconds West, a distance of 451.53 Feet to a point in the Northeasterly right-of-way line of Cedar Road, aforesaid; Thence
- 43) Along the Northeasterly right-of-way line of Cedar Road, running parallel to and 24.75 Feet distant from the centerline thereof, North 56 Degrees 58 Minutes 13 Seconds West, a distance of 75.00 Feet to the point and place of beginning; Thence

Hereinabove described Right-of-Way of Timber Lane, Forest Woods Drive & Bailey Road To Be Dedicated To Harrison Township, containing 5.459 AC.±, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
**PROPOSED RIGHT-OF-WAY "A"**  
**TO BE DEDICATED TO HARRISON TOWNSHIP**  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Northeasterly right-of-way line of Cedar Road (C.R. #667) (F.K.A. Jefferson – Richwood Road), said point being corner to Lot 21, Block 36, and extending from the described point of beginning; Thence

- 1) Along the Northeasterly right-of-way line of Cedar Road, North 36 Degrees 18 Minutes 15 Seconds West, a distance of 50.01 Feet to a point; Thence
- 2) Departing from said Northeasterly right-of-way line and running along the division line of Lot 13.02, Block 36, North 38 Degrees 22 Minutes 45 Seconds East, a distance of 222.00 Feet to a point corner to Lot 13.02, Block 36 and in the division line of Lot 4, Block 36.07; Thence
- 3) Along the division line of Lot 4, Block 36.07, South 53 Degrees 42 Minutes 50 Seconds East, a distance of 23.55 Feet to a point; Thence
- 4) Still along the division line of Lot 4, Block 36.07, North 38 Degrees 27 Minutes 02 Seconds East, a distance of 45.29 Feet to a point of curvature; Thence
- 5) Still along the division line of Lot 4, Block 36.07, along a curve curving to the left, in a Northeasterly direction, having a Radius of 225.00 Feet, with an interior angle of 26 Degrees 56 Minutes 43 Seconds, and an Arc length of 105.81 Feet, to a point; Thence
- 6) Still along the division line of Lot 4, Block 36.07, North 48 Degrees 47 Minutes 42 Seconds West, a distance of 142.88 Feet to a point in the Southerly right-of-way line of Bailey Road Cul-De-Sac; Thence
- 7) Along said Southerly right-of-way line, running along a curve curving to the left, in a Northeasterly direction, having a Radius of 50.00 Feet, with an interior angle of 38 Degrees 03 Minutes 09 Seconds, and an Arc length of 33.21 Feet, to a point; Thence

- 8) Departing from said Southerly right-of-way line and running along the division line of Lot 5, Block 36.07, South 48 Degrees 47 Minutes 42 Seconds East, a distance of 135.98 Feet to a point common corner to Lots 5, Block 36.07 and Lot 21, Block 36; Thence
- 9) Along the division line of Lot 21, Block 36, running along a curve curving to the right, in a Southwesterly direction, having a Radius of 250.00 Feet, with an interior angle of 30 Degrees 19 Minutes 30 Seconds, and an Arc length of 132.32 Feet, to a point; Thence
- 10) Still along the division line of Lot 21, Block 36, South 38 Degrees 27 Minutes 02 Seconds West, a distance of 281.36 Feet to the point and place of beginning.

Hereinabove described Proposed Right-Of-Way "A" To Be Dedicated To Harrison Township, containing 0.428 AC.±, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/02. CES JOB #2266. File # POL01.dwg.

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

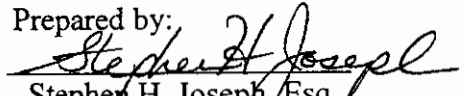
**Deed of Lot Line Fence Easement and Restrictions  
Forest Woods Subdivision  
Harrison Township, Gloucester County, N.J.**

DATED: July 24, 2003

Record and Return to:

Gregory McCloskey, Esquire  
Begley, McCloskey & Gaskill  
40 East Main Street  
Moorestown, New Jersey 08057-3346

Prepared by:

  
Stephen H. Joseph, Esq.

**Deed of Easement and Restrictions  
Covering Lot Line Fence  
Forest Woods Subdivision  
Harrison Township, Gloucester County, N.J.**

**THIS DEED OF EASEMENT AND RESTRICTIONS covering lot line fence in the Forest Woods subdivision** is made this 24<sup>th</sup> day of July, 2003, by and between **POND & SPITZ HOMES AT MULLICA HILL, LLC, with its principal office located at Suite 215, Five Greentree Centre, Route 73, Marlton, N.J. 08054** ("Grantor" or "Owner") in favor of the **FOREST WOODS HOMEOWNER'S ASSOCIATION, INC., a not-for-profit Homeowner's Association, located at Suite 109, 1317 Route 73, Mt. Laurel, New Jersey 08054, ("Grantee") and HARRISON TOWNSHIP, a municipal corporation of the State of New Jersey, located at 114 Bridgeton Pike, Mullica Hill, N.J. 08062-9709, ("Township");**

WHEREAS, **Ravens Hill Construction Company, Inc.,** has received major subdivision approval for certain lands and premises from the Harrison Township and the Gloucester County Planning Boards; and

WHEREAS, **Ravens Hill Construction Company, Inc.,** has contracted to sell said subdivision to **Pond & Spitz Homes at Mullica Hill, LLC.** with closing scheduled to take place on or about July 24, 2003; and

WHEREAS, the Grantor is the owner in fee simple of certain land and premises situate in the Township of Harrison, County of Gloucester and State of New Jersey, a part of which lands and premises are hereinafter more particularly described and covered by this Easement and Restrictions; and

WHEREAS, the Grantee and the Township desire a right of entry over the lands and premises of the Grantor and its successors in interest for the express purpose of the Grantee maintaining, repairing and replacing the lot line fencing to be installed as part of the site improvements bonded in connection with the development of the Forest Woods subdivision.

NOW, THEREFORE, be it acknowledged that the Grantor, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer and deliver to the Grantee and to the Township, their successors and assigns, an easement over and through the land and premises owned by the said Grantor, its successors and assigns, and situate in the Township of Harrison, County of Gloucester and State of New Jersey so said Grantee and the Township may exercise their

rights under this Easement for the purpose of obtaining access to and repairing, maintaining, and replacing all lot line fencing throughout the lands of the said Grantor, their successors and assigns, said land being more particularly described on Schedule "A" attached hereto and made a part hereof. The Grantee Homeowner's Association shall have the sole obligation to repair, maintain and replace all such fencing and the Township shall have no such direct obligation. If the Homeowner's Association fails to properly repair, maintain and replace the fence, then **the Township shall have the right, but not the obligation, to repair, maintain and replace** said fence and may enter upon the site to do this work.

**Deed Restriction Lot Line Fence.** As part of this development, a 6-foot chain link fence shall be erected along the perimeter of the development where it abuts active farmland or orchards. The farm fence may not be removed without the consent of Harrison Township and the adjacent farmer. The fence shall not be removed unless the adjoining property shall no longer be used for any of the purposes established in the Harrison Township farm fence ordinance. No fence or hedgerow shall be modified which may result in changes in drainage on adjacent property. Fences shall be maintained at all times so as to prohibit access to and from adjoining properties by persons, machines, and surface water drainage, if applicable. This deed restriction may be enforced by any party in the development, the municipality, the Planning Board or the Zoning Board of Harrison Township or the adjoining property which may be sought to be protected. The Homeowners Association or the individual property owner upon whose land the fence is situate, is responsible to repair, replace and maintain the fencing in accordance with the standards of the Township of Harrison. If the Homeowners Association has the obligation of maintenance, the Homeowners Association retains a right of re-entry upon the individual lots, which contain the fencing for this purpose.

The following specific Blocks and Lots are encumbered by this **Lot Line Fence Easement and Restrictions**:

**Block 36.07, Lot 5 - 7.5' Wide Farm Fence Maintenance Easement**

**Block 36.07, Lot 6 - 7.5' Wide Farm Fence Maintenance Easement**

**Block 36.07, Lot 7 - 7.5' Wide Farm Fence Maintenance Easement**

**Block 36.08, Lot 4 - 5.0' Wide Farm Fence Maintenance Easement**

**Block 36.09, Lot 1 - 7.5' Wide Farm Fence Maintenance Easement**

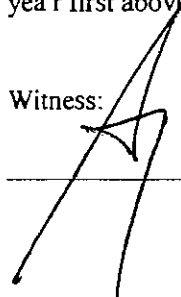
**Block 36.09, Lot 16 - 7.5' Wide Farm Fence Maintenance Easement**

**There is also a 5' Wide Farm Fence Maintenance Easement located 10' inside and along the northwesterly side of Timber Lane adjacent to Block 36, Lot 16.02 (Gonserkevis) and Block 36, Lot 4 (Eachus).**

Together with the rights to all things necessary or incidental to effectuate the intentions and desires of the parties as set forth in the preamble hereof.

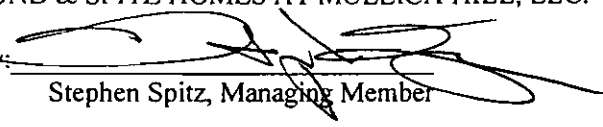
IN WITNESS WHEREOF, The Grantor has hereunto set their hands and seals the day and year first above written.

Witness:

  
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POND & SPITZ HOMES AT MULLICA HILL, LLC.

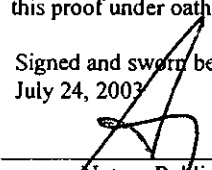
By:

  
Stephen Spitz, Managing Member

STATE OF NEW JERSEY, COUNTY OF BURLINGTON: SS.:

I CERTIFY that on July 24, 2003, Stephen Spitz personally came before me and stated under oath to my satisfaction that: (a) this person was the subscribing witness to the signing of the attached signage easement; (b) this signage easement was signed by Stephen Spitz who is Managing Member of Pond & Spitz Homes at Mullica Hill, LLC. the entity named in this signage easement and was fully authorized to and did execute this easement on its behalf; (c) this signage easement was made for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5) and, (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

Signed and sworn before me on  
July 24, 2003

  
\_\_\_\_\_  
Notary Public

*Gregory R McCloskey*  
*Attorney at Law of N.J.*

August 5, 2002

LEGAL DESCRIPTION  
7.50 FOOT WIDE FENCE MAINTENANCE EASEMENT  
TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION  
OVER LOT 1 - BLOCK 36.09  
*PLAN OF LOTS - FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point formed by the most Southerly corner of Lot 1, Block 36.09, common with the most Easterly corner of Forest Woods Drive (65.00' Wide), said point being in the division line of Lot 5, Block 36, and extending from the described point of beginning; Thence

- 1) Along the Northeasterly Limit of Forest Woods Drive common with the Southwesterly division line of Lot 1, Block 36.09, North 71 Degrees 00 Minutes 19 Seconds West, a distance of 7.50 Feet to a point; Thence
- 2) Traversing within the bounds of Lot 1, Block 36.09 and running parallel to and 7.50 Distant from the division line of Lot 5, Block 36, North 18 Degrees 59 Minutes 41 Seconds East, a distance of 376.43 Feet to a point; Thence
- 3) Continuing within the bounds of Lot 1, Block 36.09 and running parallel to and 7.50 Distant from the division line of Lot 5, Block 36, North 43 Degrees 19 Minutes 26 Seconds West, a distance of 119.39 Feet to a point in the Wetlands Buffer Line; Thence
- 4) Along the Wetlands Buffer Line, North 33 Degrees 32 Minutes 30 Seconds East, a distance of 7.70 Feet to a point; Thence
- 5) Along the division line of Lot 1, Block 36.09 common with Lot 5, Block 36, South 43 Degrees 19 Minutes 26 Seconds East, a distance of 125.68 Feet to a point; Thence
- 6) Continuing along same, South 18 Degrees 59 Minutes 41 Seconds West, a distance of 380.96 Feet to the point and place of beginning.

Hereinabove described 7.50 Foot Wide Fence Maintenance Easement To Be Dedicated To The Homeowner's Association, being over Lot 1, Block 36.09, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/5/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
7.50 FOOT WIDE FENCE MAINTENANCE EASEMENT  
TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION  
OVER LOT 6 – BLOCK 36.07  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point common corner of Lots 5 & 6, Block 36.07, and in the division line of Lot 6, Block 36, and extending from the described point of beginning; Thence

- 1) Along the division line common to Lots 5 & 6, Block 36.07, North 84 Degrees 39 Minutes 11 Seconds West, a distance of 7.50 Feet to a point; Thence
- 2) Departing from said common division line and traversing within the bounds of Lot 6, Block 36.07 and running parallel to and 7.50 Feet distant from the division line of Lot 6, Block 36, North 05 Degrees 20 Minutes 49 Seconds East, a distance of 209.49 Feet to a point in the division line common to Lots 6 & 7, Block 36.07; Thence
- 3) Along the division line common to Lots 6 & 7, Block 36.07, North 76 Degrees 58 Minutes 04 Seconds East, a distance of 7.90 Feet to a point common corner to Lots 6 & 7, Block 36.07 and in the division line of Lot 6, Block 36; Thence
- 4) Along the rear division line of Lot 6, Block 36.07 common with Lot 6, Block 36, South 05 Degrees 20 Minutes 49 Seconds West, a distance of 211.98 Feet to the point and place of beginning.

Hereinabove described 7.50 Foot Wide Fence Maintenance Easement To Be Dedicated To The Homeowner's Association, being over Lot 6, Block 36.07, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/5//2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
7.50 FOOT WIDE FENCE MAINTENANCE EASEMENT  
TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION  
OVER LOT 7 - BLOCK 36.07  
*PLAN OF LOTS - FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point common corner to Lots 6 & 7, Block 36.07, and in the division line of Lot 6, Block 36, and extending from said point of beginning; Thence

- 1) Along the division line common to Lots 6 & 7, Block 36.07, South 76 Degrees 58 Minutes 04 Seconds West, a distance of 7.90 Feet to a point; Thence
- 2) Departing from said common division line and traversing within the bounds of Lot 7, Block 36.07 and running parallel to and 7.50 Feet distant from the division line of Lot 6, Block 36, North 05 Degrees 20 Minutes 49 Seconds East, a distance of 157.37 Feet to a point in the division line common to Lots 7 & 10, Block 36.07; Thence
- 3) Along the division line common to Lots 7 & 10, Block 36.07, South 88 Degrees 17 Minutes 10 Seconds East, a distance of 7.52 Feet to a point common corner to Lots 7 & 10, Block 36.07 and in the line of Lot 6, Block 36; Thence
- 4) Along the rear division line of Lot 7, Block 36.07, common with Lot 6, Block 36, South 05 Degrees 20 Minutes 49 Seconds West, a distance of 155.36 Feet to the point and place of beginning.

Hereinabove described 7.50 Foot Wide Fence Maintenance Easement To Be Dedicated To The Homeowner's Association, being over Lot 7, Block 36.07, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14. HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/5/2002. CES JOB #2266. File # POL01.dwg.

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

July 26, 2002

LEGAL DESCRIPTION  
**7.50 FOOT WIDE FENCE MAINTENANCE EASEMENT  
TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION  
OVER LOT 16 – BLOCK 36.09**  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point formed by the corner common to Lot 16, Block 36.09 with Lot 4, Block 36, and with the most Northerly Limit of Timber Lane (65.00' Wide), and extending from the described point of beginning; Thence

- 1) Along the division line of Lot 16, Block 36.09 common with Lot 4, Block 36, North 83 Degrees 13 Minutes 54 Seconds East, a distance of 273.55 Feet to a point in the Wetlands Buffer Line; Thence
- 2) Along the Wetlands Buffer Line, running along a curve curving to the left, having a Radius of 50.00 Feet, with an interior angle of 08 Degrees 36 Minutes 18 Seconds, and an Arc length of 7.51 Feet (Chord: S 05°26'43" E, 7.50') to a point; Thence
- 3) Traversing within the bounds of Lot 16, Block 36.09 and running parallel to and 7.50 Feet distant from the division line of Lot 16, Block 36.09 common with Lot 4, Block 36, South 83 Degrees 13 Minutes 54 Seconds West, a distance of 273.32 Feet to a point in the Easterly Limit of Timber Lane (65.00' Wide); Thence
- 4) Along said Limit Line, North 07 Degrees 14 Minutes 53 Seconds West, a distance of 7.50 Feet to the point and place of beginning.

Hereinabove described 7.50 Foot Wide Fence Maintenance Easement To Be Dedicated To The Homeowner's Association, being over Lot 16, Block 36.09, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 7/26/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
**5.00 FOOT WIDE FENCE MAINTENANCE EASEMENT  
TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION  
OVER TIMBER LANE**  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point formed by the Northerly terminus of a connecting curve connecting the Southwesterly right-of-way line of Timber Lane (50.00' Wide) with the Southwesterly Limit of Timber Lane (65.00' Wide), said connecting curve having a Radius of 125.00 Feet with an interior angle of 98 Degrees 31 Minutes 53 Seconds, and an Arc length of 214.96 Feet, and extending from the described point of beginning; Thence

- 1) Along the Southwesterly limit of Timber Lane (65.00' Wide), North 48 Degrees 26 Minutes 20 Seconds West, a distance of 5.00 Feet to a point; Thence
- 2) Departing from said Limit Line, traversing within the bounds of Timber Lane (65.00' Wide), and running parallel to and 10.00 Feet distant from the Northwesterly right-of-way line thereof, said right-of-way line being common with the division line of Lots 16.02 & 4, Block 36, North 41 Degrees 33 Minutes 40 Seconds East, a distance of 1126.05 Feet to a point in the Easterly Limit of Timber Lane; Thence
- 3) Along the Easterly Limit of Timber Lane (65.00' Wide) South 07 Degrees 14 Minutes 53 Seconds East, a distance of 6.64 Feet to a point; Thence
- 4) Departing from said Limit Line, and running parallel to and 15.00 Feet distant from the Northwesterly right-of-way line of Timber Lane (65.00' Wide), South 41 Degrees 33 Minutes 40 Seconds West, a distance of 1121.67 Feet to the point and place of beginning.

Hereinabove described 5.00 Foot Wide Fence Maintenance Easement To Be Dedicated To The Homeowner's Association, being over Timber Lane, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/5/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
**7.50 FOOT WIDE FENCE MAINTENANCE EASEMENT  
TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION  
OVER FOREST WOODS DRIVE  
PLAN OF LOTS - FOREST WOODS  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY**

Beginning at a point formed by the most Southerly corner of Lot 1, Block 36.09 common with the most Easterly corner of Forest Woods Drive (65.00' Wide), said point being in the division line of Lot 5, Block 36, and extending from the described point of beginning; Thence

- 1) Along the Southeasterly right-of-way line of said Forest Woods Drive, common with the division line of Lot 5, Block 36, South 18 Degrees 59 Minutes 41 Seconds West, a distance of 394.55 Feet to a point common corner to same, said point being in the division line of Lot 10, Block 36.07; Thence
- 2) Along the division line of Lot 10, Block 36.07 common with the Southerly Limit line of Forest Woods Drive (65.00' Wide), North 78 Degrees 31 Minutes 49 Seconds West, a distance of 7.57 Feet to a point; Thence
- 3) Traversing within the bounds of Forest Woods Drive, and running parallel to and 7.50 Feet distant from the Southeasterly right-of-way line of Forest Woods Drive, common with the division line of Lot 5, Block 36, North 18 Degrees 59 Minutes 41 Seconds East, a distance of 395.54 Feet to a point; Thence
- 4) Along the Northeasterly Limit of Forest Woods Drive common with the Southwesterly division line of Lot 1, Block 36.09, South 71 Degrees 00 Minutes 19 Seconds East, a distance of 7.50 Feet to the point and place of beginning.

Hereinabove described 7.50 Foot Wide Fence Maintenance Easement To Be Dedicated To The Homeowner's Association, being over Forest Woods Drive, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14. HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/5/2002. CES JOB #2266. File # POL01.dwg.

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



consulting engineer services  
Engineers, Planners, and Land Surveyors

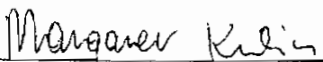
August 5, 2002

LEGAL DESCRIPTION  
7.50 FOOT WIDE FENCE MAINTENANCE EASEMENT  
TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION  
OVER LOT 5 - BLOCK 36.07  
PLAN OF LOTS - FOREST WOODS  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point common corner to Lots 5 & 6, Block 36.07 and in the division line of Lot 6, Block 36, and extending from said point of beginning; Thence

- 1) Along the rear division line of Lot 5, Block 36.07 common with Lot 6, Block 36, South 05 Degrees 20 Minutes 49 Seconds West, a distance of 185.56 Feet to a point common corner to Lot 5, Block 36.07 & Lot 21, Block 36, and in the division line of Lot 6, Block 36; Thence
- 2) Along the division line of Lot 5, Block 36.07 common with Lot 21, Block 36, North 81 Degrees 52 Minutes 32 Seconds West, a distance of 7.51 Feet to a point; Thence
- 3) Departing from said common division line and traversing within the bounds of Lot 5, Block 36.07 and running parallel to and 7.50 Feet distant from the division line of Lot 6, Block 36, North 05 Degrees 20 Minutes 49 Seconds East, a distance of 185.20 Feet to a point in the division line common to Lots 5 & 6, Block 36.07; Thence
- 4) Along the division line common to Lots 5 & 6, Block 36.07, South 84 Degrees 39 Minutes 11 Seconds East, a distance of 7.50 Feet to the point and place of beginning.

Hereinabove described 7.50 Foot Wide Fence Maintenance Easement To Be Dedicated To The Homeowner's Association, being over Lot 5, Block 36.07, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

CES #2266,  
Page 1 of 1,  
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150 Delsea Drive, Suite 1, Sewell, NJ 08080  
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com

August 5, 2002

LEGAL DESCRIPTION  
5.00 FOOT WIDE FENCE MAINTENANCE EASEMENT  
TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION  
OVER LOT 4 - BLOCK 36.08  
*PLAN OF LOTS - FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point formed by the Northerly terminus of a connecting curve connecting the Southwesterly right-of-way line of Timber Lane (50.00' Wide) with the Southwesterly Limit of Timber Lane (65.00' Wide), said connecting curve having a Radius of 125.00 Feet with an interior angle of 98 Degrees 31 Minutes 53 Seconds, and an Arc length of 214.96 Feet, and extending from the described point of beginning; Thence

- 1) Traversing within the bounds of Lot 4, Block 36.08, North 41 Degrees 33 Minutes 40 Seconds East, a distance of 322.86 Feet to a point in the division line common to Lot 4, Block 36.08 with Lot 12, Block 36; Thence
- 2) Along said common division line, South 48 Degrees 26 Minutes 20 Seconds East, a distance of 5.00 Feet to a point; Thence
- 3) Departing from the division line common to Lot 4, Block 36.08, traversing within the bounds of Lot 4, Block 36.08, and running parallel to and 10.00 Feet distant from the division line of Lot 4, Block 36.08 common with Lot 16.02, Block 36, South 41 Degrees 33 Minutes 40 Seconds West, a distance of 322.11 Feet to a point in the Southwesterly Limit of Timber Lane (65.00' Wide) aforesaid; Thence
- 4) Along said Southwesterly line of Timber Lane, North 56 Degrees 58 Minutes 13 Seconds west, a distance of 5.00 Feet to the point and place of beginning.

Hereinabove described 5.00 Foot Wide Fence Maintenance Easement To Be Dedicated To The Homeowner's Association, being over Lot 4, Block 36.08, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/5/2002. CES JOB #2266. File # POL01.dwg.

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

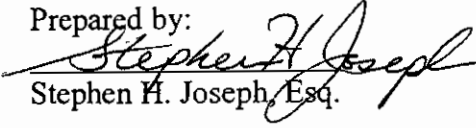
**Deed of Easement  
Covering Wetlands Limits and Wetland  
Buffer Limits  
Forest Woods Subdivision  
Harrison Township, Gloucester County, N.J.**

DATED: July 24, 2003

Record and Return to:

Gregory McCloskey, Esquire  
Begley, McCloskey & Gaskill  
40 East Main Street  
Moorestown, New Jersey 08057-3346

Prepared by:

  
Stephen H. Joseph, Esq.

**Deed of Easement  
Covering Wetlands Limits and Wetland  
Buffer Limits  
Forest Woods Subdivision  
Harrison Township, Gloucester County, N.J.**

**THIS DEED OF EASEMENT** is made this 24<sup>th</sup> day of July 2003, by and between **POND & SPITZ HOMES AT MULLICA HILL, LLC**, with its principal office located at Suite 215, Five Greentree Centre, Route 73, Marlton, N.J. 08054 ("Owner") in favor of the **FOREST WOODS HOMEOWNER'S ASSOCIATION, INC.**, a not-for-profit Homeowner's Association, located at Suite 109, 1317 Route 73, Mt. Laurel, New Jersey 08054, ("Grantee") and **HARRISON TOWNSHIP**, a municipal corporation of the State of New Jersey, located at 114 Bridgeton Pike, Mullica Hill, N.J. 08062-9709, ("Township");

WHEREAS, **Ravens Hill Construction Company, Inc.**, has received major subdivision approval for certain lands and premises from the Harrison Township and the Gloucester County Planning Boards; and

WHEREAS, Ravens Hill Construction Company, Inc. has contracted to sell said subdivision to Pond & Spitz Homes at Mullica Hill, LLC. with closing scheduled to take place on or about July 24, 2003; and

WHEREAS, the Grantor is the owner in fee simple of certain land and premises situate in the Township of Harrison, County of Gloucester and State of New Jersey, a part of which lands and premises are hereinafter more particularly described and covered by this Easement; and

WHEREAS, the Grantee and the Township desire to have this Easement recorded to memorialize of record the location of the Wetlands Limits and the Wetlands Buffer Limits as set forth on the Survey and Wetlands Plan dated April 21, 2002 and Revised through August 31, 2002 prepared by John H. Datz, L.S. in connection with the development of the Forest Woods subdivision. The Wetlands Limits and Wetlands Buffer Limits were confirmed and verified by the NJDEP Wetlands' Letter of Interpretation dated March 14, 2003, File No. 0808-02-0008.1 FWW 020001, covering Block 36, Lot 12.03, Harrison Township, N.J.

NOW, THEREFORE, be it acknowledged that the Grantor, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer and deliver to the Grantee and to the Township, their successors and assigns, an easement over and through the land and premises owned by the said

Grantor and situate in the Township of Harrison, County of Gloucester and State of New Jersey so said Grantee and the Township may exercise their rights under this Easement for the purposes stated herein. The Township shall have no direct obligation to enforce the New Jersey Freshwater Wetlands Protection Act or to do any other act in connection with this Easement.


The following specific Blocks and Lots are encumbered by this Wetlands Limits and Wetlands Buffers Limits Easement:

- Block 36.09, Lot 1 - Wetlands Area and 50' Wide Wetlands Transition Area**
- Block 36.09, Lot 2 - Wetlands Area and 50' Wide Wetlands Transition Area**
- Block 36.09, Lot 11 - Wetlands Area and 50' Wide Wetlands Transition Area**
- Block 36.09, Lot 12 - Wetlands Area and 50' Wide Wetlands Transition Area**
- Block 36.09, Lot 13 - Wetlands Area and 50' Wide Wetlands Transition Area**
- Block 36.09, Lot 14 - Wetlands Area and 50' Wide Wetlands Transition Area**
- Block 36.09, Lot 15 - Wetlands Area and 50' Wide Wetlands Transition Area**
- Block 36.09, Lot 16 - Wetlands Area and 50' Wide Wetlands Transition Area**
- Block 36.09, Lot 17 - Wetlands Area and 50' Wide Wetlands Transition Area**

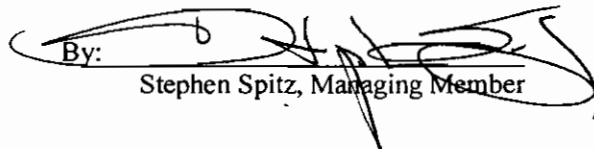
Together with the rights to all things necessary or incidental to effectuate the intentions and desires of the parties as set forth in the preamble hereof.

IN WITNESS WHEREOF, The Grantor has hereunto set their hands and seals the day and year first above written.

Witness:

  
\_\_\_\_\_

POND & SPITZ HOMES AT MULLICA HILL, LLC.

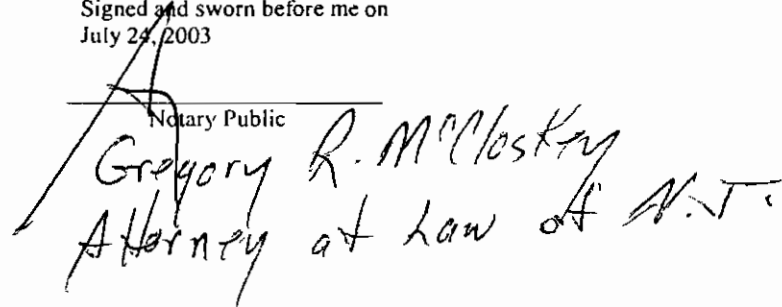
By:   
Stephen Spitz, Managing Member

STATE OF NEW JERSEY, COUNTY OF BURLINGTON: SS.:

I CERTIFY that on July 24, 2003, Stephen Spitz personally came before me and stated under oath to my satisfaction that: (a) this person was the subscribing witness to the signing of the attached signage easement; (b) this signage easement was signed by Stephen Spitz who is Managing Member of Pond & Spitz Homes at Mullica Hill, LLC. the entity named in this signage easement and was fully authorized to and did execute this easement on its behalf; (c) this signage easement was made for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5) and, (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

Signed and sworn before me on  
July 24, 2003

Notary Public

  
Gregory R. McCloskey  
Attorney at Law of N.J.

July 24, 2003

LEGAL DESCRIPTION  
**WETLANDS CONSERVATION EASEMENT**  
**OVER LOT 17 – BLOCK 36.09**  
*PLAN OF LOTS – FOREST WOODS*

LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the division line common to Lots 11 & 17, Block 36.09, said point being located the following described Three (3) Courses from a point in the Southeasterly right-of-way line of Timber Lane (65.00' Wide), common corner to Lots 11 & 17, Block 36.09, and extending; Thence

- a) Departing from said Southeasterly right-of-way line and running along the division line common to Lots 11 & 17, Block 36.09, South 48 Degrees 26 Minutes 20 Seconds East, a distance of 209.88 Feet to a point; Thence
- b) Continuing along said common division line, North 41 Degrees 33 Minutes 40 Seconds East, a distance of 59.20 Feet to a point; Thence
- c) Continuing along said common division line, North 73 Degrees 38 Minutes 58 Seconds East, a distance of 97.43 Feet to the point of beginning and extending from said beginning point; Thence
  - 1) Along the division line of Lot 17, Block 36.09, common with Lots 11 & 12, Block 36.09, North 73 Degrees 38 Minutes 58 Seconds East, a distance of 111.15 Feet to a point common corner to Lots 2 & 17, Block 36.09 and in the line of Lot 12, Block 36.09; Thence
  - 2) Along the division line common to Lots 2 & 17, Block 36.09, South 09 Degrees 53 Minutes 25 Seconds East, a distance of 109.39 Feet to a point; Thence
  - 3) Departing from said common division line, through Lot 17, Block 36.09 and running along the Wetlands Buffer Line, the following Five (5) Courses, South 65 Degrees 04 Minutes 12 Seconds West, a distance of 1.88 Feet to a point; Thence
  - 4) On a curve to the right, in a Northwesterly direction, having a Radius of 50.00 Feet, with an interior angle of 56 Degrees 09 Minutes 37 Seconds, and an Arc length of 49.01 Feet to a point; Thence
  - 5) North 58 Degrees 46 Minutes 10 Seconds West, a distance of 10.76 Feet to a point; Thence

- 6) South 88 Degrees 22 Minutes 56 Seconds West, a distance of 20.18 Feet to a point; Thence
- 7) On a curve to the right, in a Northwesterly direction, having a Radius of 50.00 Feet, with an interior angle of 114 Degrees 48 Minutes 20 Seconds, and an Arc length of 100.19 Feet to the point and place of beginning.

Hereinabove described Wetlands Conservation Easement over Lot 17, Block 36.09, containing 0.23 AC.±, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002, Ces File #2266, unfiled.

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JOSEPH R. TIGHE JR., P.L.S.  
New Jersey License No. 34881

August 5, 2002

LEGAL DESCRIPTION  
WETLANDS CONSERVATION EASEMENT  
OVER LOT 15 – BLOCK 36.09

*PLAN OF LOTS – FOREST WOODS*

LANDS SITUATE

HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the division line common to Lots 14 & 15, Block 36.09, said point being located along said common division line, South 48 Degrees 26 Minutes 20 Seconds East, a distance of 293.82 Feet distant from the Southeasterly right-of-way line of Timber Lane (65.00' Wide); Thence

- 1) Departing from the division line common to Lots 14 & 15, Block 36.09, traversing within the bounds of Lot 15, Block 36.09, and running along the Wetlands Buffer Line, along a curve curving to the right, in a Northeasterly direction, having a Radius of 50.00 Feet, with an interior angle of 17 Degrees 38 Minutes 17 Seconds, and an Arc length of 15.39 Feet to a point; Thence
- 2) Still along said Wetlands Buffer Line and traversing within said bounds, North 78 Degrees 15 Minutes 07 Seconds East, a distance of 44.51 Feet to a point; Thence
- 3) Still along same, North 74 Degrees 58 Minutes 02 Seconds East, a distance of 17.71 Feet to a point; Thence
- 4) Still along same, North 42 Degrees 50 Minutes 53 Seconds East, a distance of 34.83 Feet to a point; Thence
- 5) Still along same, North 17 Degrees 51 Minutes 48 Seconds East, a distance of 35.21 Feet to a point; Thence
- 6) Still along same, along a curve curving to the right, in a Northeasterly direction, having a Radius of 50.00 Feet, with an interior angle of 19 Degrees 01 Minutes 31 Seconds, and an Arc length of 16.60 Feet to a point; Thence
- 7) Still along same, North 36 Degrees 53 Minutes 14 Seconds East, a distance of 47.20 Feet to a point; Thence

- 8) Still along same, North 03 Degrees 01 Minutes 41 Seconds East, a distance of 10.38 Feet to a point; Thence
- 9) Still along same, North 69 Degrees 15 Minutes 18 Seconds West, a distance of 43.90 Feet to a point; Thence
- 10) Still along same, North 30 Degrees 11 Minutes 10 Seconds East, a distance of 5.64 Feet to a point in the division line common to Lots 15 & 16, Block 36.09; Thence
- 11) Along the division line common to Lots 15 & 16, Block 36.09, South 69 Degrees 44 Minutes 23 Seconds East, a distance of 136.14 Feet to a point common corner to Lots 15 & 16, Block 36.09 and in the line of Lot 5, Block 36; Thence
- 12) Along the division line of Lot 15, Block 36.09 common with Lot 5, Block 36, South 06 Degrees 17 Minutes 55 Seconds East, a distance of 30.37 Feet to a point common corner to Lots 1 & 15, Block 36.09 and in the line of Lot 5, Block 36; Thence
- 13) Along the division line common to Lots 1 & 15, Block 36.09, South 46 Degrees 28 Minutes 30 Seconds West, a distance of 222.09 Feet to a point common corner to Lots 14 & 15, Block 36.09 and in the line of Lot 1, Block 36.09; Thence
- 14) Along the division line common to Lots 14 & 15, Block 36.09, North 48 Degrees 26 Minutes 20 Seconds West, a distance of 103.97 Feet to the point and place of beginning.

Hereinabove described Wetlands Conservation Easement over Lot 15, Block 36.09, containing 0.46 AC.±, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
WETLANDS CONSERVATION EASEMENT  
OVER LOT 16 – BLOCK 36.09  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the division line common to Lots 15 & 16, Block 36.09, said point being located along said common division line, South 69 Degrees 44 Minutes 23 Seconds East, and 237.07 Feet distant from the Easterly right-of-way line of Timber Lane Cull-De-Sac, and extending from the described point of beginning; Thence

- 1) Departing from the division line common to Lots 15 & 16, Block 36.09, traversing within the bounds of Lot 16, Block 36.09, and running along the Wetlands Buffer Line, North 30 Degrees 11 Minutes 10 Seconds East, a distance of 53.36 Feet to a point; Thence
- 2) Still along said Wetlands Buffer Line and traversing within the bounds of Lot 16, Block 36.09, North 30 Degrees 11 Minutes 10 Seconds East, a distance of 24.47 Feet to a point; Thence
- 3) Still along same, North 14 Degrees 16 Minutes 03 Seconds East, a distance of 39.04 Feet to a point; Thence
- 4) Still along same, North 11 Degrees 15 Minutes 38 Seconds West, a distance of 5.30 Feet to a point; Thence
- 5) Still along same, North 45 Degrees 05 Minutes 31 Seconds West, a distance of 43.54 Feet to a point; Thence
- 6) Still along same, along a curve curving to the right, in a Northwesterly direction, having a Radius of 50.00 Feet, with an interior angle of 30 Degrees 41 Minutes 36 Seconds, and an Arc length of 26.79 Feet to a point; Thence
- 7) Still along same, North 14 Degrees 23 Minutes 55 Seconds West, a distance of 43.22 Feet to a point; Thence

- 8) Still along same, along a curve curving to the right, in a Northwesterly direction, having a Radius of 50.00 Feet, with an interior angle of 13 Degrees 15 Minutes 30 Seconds, and an Arc length of 11.57 Feet to a point in the division line of Lot 16, Block 36.09 common with Lot 5, Block 36; Thence
- 9) Along the division line of Lot 16, Block 36.09 common with Lot 5, Block 36, North 83 Degrees 13 Minutes 54 Seconds East, a distance of 106.44 Feet to a point; Thence
- 10) Still along said common division line, South 06 Degrees 17 Minutes 55 Seconds East, a distance of 278.70 Feet to a point common corner to Lots 15 & 16, Block 36.09; Thence
- 11) Along the division line common to Lots 15 & 16, Block 36.09, North 69 Degrees 44 Minutes 23 Seconds West, a distance of 136.14 Feet to the point and place of beginning.

Hereinabove described Wetlands Conservation Easement over Lot 16, Block 36.09, containing 0.54 AC.±, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
WETLANDS CONSERVATION EASEMENT  
OVER LOT 1 – BLOCK 36.09

*PLAN OF LOTS – FOREST WOODS*

LANDS SITUATE

HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the division line common to Lots 1 & 2, Block 36.09, said point being located along said common division line, North 25 Degrees 54 Minutes 22 Seconds West, and 181.49 Feet distant from the Northerly right-of-way line of Forest Woods Drive Cul-De-Sac, and extending from the described point of beginning; Thence

- 1) Along said common division line, North 25 Degrees 54 Minutes 22 Seconds West, a distance of 111.86 Feet to a point common corner to Lots 1 & 2, Block 36.09 and in the division line of Lot 14, Block 36.09; Thence
- 2) Along the division line of Lot 1 Block 36.09 common with Lots 14 15, Block 36.09, North 46 Degrees 28 Minutes 30 Seconds East, a distance of 306.14 Feet to a point; Thence
- 3) Along the division line of Lot 1, Block 36.09, common with Lot 5, Block 36, South 06 Degrees 17 Minutes 55 Seconds East, a distance of 68.68 Feet to a point; Thence
- 4) Still along said common division line, South 43 Degrees 19 Minutes 26 Seconds East, a distance of 28.75 Feet to a point in the Wetlands Buffer Line; Thence
- 5) Departing from said common division line, traversing within the bounds of Lot 1, Block 36.09, and running along the Wetlands Buffer Line, South 33 Degrees 32 Minutes 30 Seconds West, a distance of 46.12 Feet to a point; Thence
- 6) Still along said Wetlands Buffer Line and traversing within said bounds, along a curve curving to the right, in a Southwesterly direction, having a Radius of 50.00 Feet, with an interior angle of 14 Degrees 46 Minutes 17 Seconds, and an Arc length of 12.89 Feet, to a point; Thence
- 7) Still along same, South 48 Degrees 18 Minutes 47 Seconds West, a distance of 48.37 Feet to a point; Thence

- 8) Still along same, South 48 Degrees 50 Minutes 31 Seconds West, a distance of 16.90 Feet to a point; Thence
- 9) Still along same, South 01 Degrees 14 Minutes 04 Seconds East, a distance of 27.16 Feet to a point; Thence
- 10) Still along same, along a curve curving to the right, in a Southwesterly direction, having a Radius of 50.00 Feet, with an interior angle of 46 Degrees 00 Minutes 38 Seconds, and an Arc length of 40.15 Feet to a point; Thence
- 11) Still along same, South 44 Degrees 46 Minutes 35 Seconds West, a distance of 35.78 Feet to a point; Thence
- 12) Still along same, along a curve curving to the right, in a Southwesterly direction, having a Radius of 50.00 Feet, with an interior angle of 16 Degrees 35 Minutes 44 Seconds, and an Arc length of 14.48 Feet, to a point; Thence
- 13) Still along same, South 61 Degrees 22 Minutes 19 Seconds West, a distance of 52.05 Feet to a point; Thence
- 14) Still along same, along a curve curving to the right, in a Southwesterly direction, having a Radius of 50.00 Feet, with an interior angle of 08 Degrees 35 Minutes 30 Seconds, and an Arc length of 7.50 Feet to a point; Thence
- 15) Still along same, South 69 Degrees 57 Minutes 50 Seconds West, a distance of 15.39 Feet to the point and place of beginning.

Hereinabove described Wetlands Conservation Easement over Lot 1, Block 36.09, containing 0.73 AC.±, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
**WETLANDS CONSERVATION EASEMENT**  
**OVER LOT 2 – BLOCK 36.09**  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the division line common to Lots 1 & 2, Block 36.09, said point being located along said common division line, North 25 Degrees 54 Minutes 22 Seconds West, and 181.49 Feet distant from the Northerly right-of-way line of Forest Woods Drive Cul-De-Sac, and extending from the described point of beginning; Thence

- 1) Departing from said common division line, traversing within the bounds of Lot 2, Block 36.09, and running along the Wetlands Buffer Line, South 69 Degrees 57 Minutes 50 Seconds West, a distance of 58.22 Feet to a point; Thence
- 2) Still along said Wetlands Buffer Line and traversing within said bounds, along a curve curving to the right, in a Southwesterly direction, having a Radius of 50.00 Feet, with an interior angle of 19 Degrees 13 Minutes 46 Seconds, and an Arc length of 16.78 Feet, to a point; Thence
- 3) Still along same, South 89 Degrees 11 Minutes 35 Seconds West, a distance of 18.14 Feet to a point; Thence
- 4) Still along same, South 50 Degrees 40 Minutes 21 Seconds West, a distance of 29.92 Feet to a point; Thence
- 5) Still along same, South 27 Degrees 21 Minutes 01 Seconds West, a distance of 60.48 Feet to a point; Thence
- 6) Still along same, along a curve curving to the right, in a Southwesterly direction, having a Radius of 50.00 Feet, with an interior angle of 43 Degrees 55 Minutes 51 Seconds, and an Arc length of 38.34 Feet to a point; Thence
- 7) Still along same, South 71 Degrees 16 Minutes 52 Seconds West, a distance of 61.34 Feet to a point; Thence

- 8) Still along same, South 65 Degrees 04 Minutes 12 Seconds West, a distance of 27.47 Feet to a point in the division line common to Lots 2 & 17, Block 36.09; Thence
- 9) Along the division line common to Lots 2 & 17, Block 36.09, North 09 Degrees 53 Minutes 25 Seconds West, a distance of 109.39 Feet to a point common corner to Lots 2 & 17, Block 36.09 and in the line of Lot 12, Block 36.09; Thence
- 10) Along the division line common to Lots 2 & 12, Block 36.09, North 73 Degrees 38 Minutes 58 Seconds East, a distance of 104.70 Feet to a point common corner to Lots 2, 12 & 13, Block 36.09; Thence
- 11) Along the division line of Lot 2, Block 36.09 common with Lots 13 & 14, Block 36.09, North 46 Degrees 28 Minutes 30 Seconds East, a distance of 166.87 Feet to a point common corner to Lots 1 & 2, Block 36.09 and in the line of Lot 14, Block 36.09; Thence
- 12) Along the division line common to Lots 1 & 2, Block 36.09, South 25 Degrees 54 Minutes 22 Seconds East, a distance of 111.86 Feet to the point and place of beginning.

Hereinabove described Wetlands Conservation Easement over Lot 2, Block 36.09, containing 0.57 AC.±, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
WETLANDS CONSERVATION EASEMENT  
OVER LOT 11 – BLOCK 36.09  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the division line common to Lots 11 & 12, Block 36.09, said point being located along said common division line, South 48 Degrees 26 Minutes 20 Seconds East, a distance of 260.93 Feet from the Southeasterly right-of-way line of Timber Lane (65.00' Wide), and extending from the described point of beginning; Thence

- 1) Continuing along the division line common to Lots 11 & 12, Block 36.09, South 48 Degrees 26 Minutes 20 Seconds East, a distance of 29.68 Feet to a point common corner to Lots 11 & 12, Block 36.09 and in the line of Lot 17, Block 36.09; Thence
- 2) Along the division line common to Lots 11 & 17, Block 36.09, South 73 Degrees 38 Minutes 58 Seconds West, a distance of 54.54 Feet to a point in the Wetlands Buffer Line; Thence
- 3) Departing from said common division line, traversing within the bounds of Lot 11, Block 36.09, and running along the Wetlands Buffer Line, along a curve curving to the right, in a Northeasterly direction, having a Radius of 50.00 Feet, with an interior angle of 22 Degrees 02 Minutes 13 Seconds, and an Arc length of 19.23 Feet to a point; Thence
- 4) Still along said Wetlands Buffer Line and traversing within said bounds, North 45 Degrees 13 Minutes 30 Seconds East, a distance of 27.32 Feet to the point and place of beginning.

Hereinabove described Wetlands Conservation Easement over Lot 11, Block 36.09, containing 0.02 AC.±, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
WETLANDS CONSERVATION EASEMENT  
OVER LOT 12 – BLOCK 36.09  
*PLAN OF LOTS – FOREST WOODS*

LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the division line common to Lots 12 & 13, Block 36.09, said point being located along said common division line, South 48 Degrees 26 Minutes 20 Seconds East, and 292.51 Feet distant from the Southeasterly right-of-way line of Timber Lane (65.00' Wide), and extending from the described point of beginning; Thence

- 1) Along the division line common to Lots 12 & 13, Block 36.09, South 48 Degrees 26 Minutes 20 Seconds East, a distance of 83.79 Feet to a point common corner to Lots 2, 12 & 13, Block 36.09; Thence
- 2) Along the division line common to Lots 2 & 12, Block 36.09, South 73 Degrees 38 Minutes 58 Seconds West, a distance of 161.31 Feet to a point common corner to Lots 11 & 12, Block 36.09 and in the line of Lot 17, Block 36.09; Thence
- 3) Along the division line common to Lots 11 & 12, Block 36.09, North 48 Degrees 26 Minutes 20 Seconds West, a distance of 29.68 Feet to a point in the Wetlands Buffer Line; Thence
- 4) Departing from said common division line, traversing within the bounds of Lot 12, Block 36.09, and running along the Wetlands Buffer Line, North 45 Degrees 13 Minutes 30 Seconds East, a distance of 20.56 Feet to a point; Thence
- 5) Still along said Wetlands Buffer Line and traversing within said bounds, along a curve curving to the right, in a Northeasterly direction, having a Radius of 50.00 Feet, with an interior angle of 15 Degrees 02 Minutes 07 Seconds, and an Arc length of 13.12 Feet to a point; Thence
- 6) Still along same, North 60 Degrees 15 Minutes 37 Seconds East, a distance of 30.36 Feet to a point; Thence

- 7) Still along same, along a curve curving to the right, in a Northeasterly direction, having a Radius of 50.00 Feet, with an interior angle of 04 Degrees 17 Minutes 46 Seconds, and an Arc length of 3.75 Feet to a point; Thence
- 8) Still along same, North 64 Degrees 33 Minutes 23 Seconds East, a distance of 48.38 Feet to a point; Thence
- 9) Still along same, North 36 Degrees 44 Minutes 22 Seconds East, a distance of 26.61 Feet to the point and place of beginning.

Hereinabove described Wetlands Conservation Easement over Lot 12, Block 36.09, containing 0.17 AC.±, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
WETLANDS CONSERVATION EASEMENT  
OVER LOT 13 – BLOCK 36.09  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the division line common to Lots 12 & 13, Block 36.09, said point being located along said common division line, South 48 Degrees 26 Minutes 20 Seconds East, and 292.51 Feet distant from the Southeasterly right-of-way line of Timber Lane (65.00' Wide), and extending from the described point of beginning; Thence

- 1) Departing from the division line common to Lots 12 & 13, Block 36.09, traversing within the bounds of Lot 13, Block 36.09, and running along the Wetlands Buffer Line, North 36 Degrees 44 Minutes 22 Seconds East, a distance of 16.08 Feet to a point; Thence
- 2) Still within said Wetlands Buffer Line and traversing within said bounds, North 33 Degrees 54 Minutes 34 Seconds East, a distance of 32.93 Feet to a point; Thence
- 3) Still along same, North 25 Degrees 16 Minutes 20 Seconds East, a distance of 35.84 Feet to a point; Thence
- 4) Still along same, along a curve curving to the right, in a Northeasterly direction, having a Radius of 50.00 Feet, with an interior angle of 36 Degrees 29 Minutes 36 Seconds, and an Arc length of 31.85 Feet to a point; Thence
- 5) Still along same, North 61 Degrees 45 Minutes 55 Seconds East, a distance of 11.35 Feet to a point in the division line common to Lots 13 & 14, Block 36.09; Thence
- 6) Along the division line common to Lots 13 & 14, Block 36.09, South 48 Degrees 26 Minutes 20 Seconds East, a distance of 105.34 Feet to a point common corner to Lots 13 & 14, Block 36.09 and in the line of Lot 2, Block 36.09; Thence
- 7) Along the division line common to Lots 2 & 13, Block 36.09, South 46 Degrees 28 Minutes 30 Seconds West, a distance of 125.46 Feet to a point common corner to Lots 12, 13 & 2, Block 36.09; Thence

- 8) Along the division line common to Lots 12 & 13, Block 36.09, North 48 Degrees 26 Minutes 20 Seconds West, a distance of 83.79 Feet to the point and place of beginning.

Hereinabove described Wetlands Conservation Easement over Lot 13, Block 36.09, containing 0.28 AC.±, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

August 5, 2002

LEGAL DESCRIPTION  
WETLANDS CONSERVATION EASEMENT  
OVER LOT 14 – BLOCK 36.09  
*PLAN OF LOTS – FOREST WOODS*

LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the division line common to Lots 14 & 15, Block 36.09, said point being located along said common division line, South 48 Degrees 26 Minutes 20 Seconds East, and 293.82 Feet distant from the Southeasterly right-of-way line of Timber Lane (65.00' Wide); Thence

- 1) Continuing along the division line common to Lots 14 & 15, Block 36.09, South 48 Degrees 26 Minutes 20 Seconds East, a distance of 103.97 Feet to a point common corner to Lots 14 & 15, Block 36.09 and in the line of Lot 1, Block 36.09; Thence
- 2) Along the division line of Lot 14, Block 36.09 common with Lots 1 & 2, Block 36.09, South 46 Degrees 28 Minutes 30 Seconds West, a distance of 125.46 Feet to a point common corner to Lots 13 & 14, Block 36.09; Thence
- 3) Along the division line common to Lots 13 & 14, Block 36.09, North 48 Degrees 26 Minutes 20 Seconds West, a distance of 105.34 Feet to a point; Thence
- 4) Departing from said common division line, traversing within the bounds of Lot 14, Block 36.09, and running along the Wetlands Buffer Line, North 61 Degrees 45 Minutes 55 Seconds East, a distance of 41.53 Feet to a point; Thence
- 5) Still along said Wetlands Buffer Line and traversing within said bounds, along a curve curving to the right, in a Northeasterly direction, having a Radius of 50.00 Feet, with an interior angle of 19 Degrees 43 Minutes 22 Seconds, and an Arc length of 17.21 Feet, to a point; Thence
- 6) Still along same, North 81 Degrees 29 Minutes 17 Seconds East, a distance of 9.82 Feet to a point; Thence
- 7) Still along same, North 11 Degrees 05 Minutes 02 Seconds East, a distance of 25.52 Feet to a point; Thence

- 8) Still along same, along a curve curving to the right, in a Northeasterly direction, having a Radius of 50.00 Feet, with an interior angle of 49 Degrees 31 Minutes 34 Seconds, and an Arc length of 43.22 Feet, to the point and place of beginning.

Hereinabove described Wetlands Conservation Easement over Lot 14, Block 36.09, containing 0.28 AC.±, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

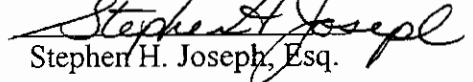
**Deed of Easement  
Covering Storm Water Basins and Drainage Facilities Maintenance  
Forest Woods Subdivision  
Harrison Township, Gloucester County, N.J.**

DATED: July 24, 2003

Record and Return to:

Gregory McCloskey, Esquire  
Begley, McCloskey & Gaskill  
40 East Main Street  
Moorestown, New Jersey 08057-3346

Prepared by:

  
Stephen H. Joseph, Esq.

**Deed of Easement  
Covering Storm Water Basins and Drainage Facilities Maintenance  
Forest Woods Subdivision  
Harrison Township, Gloucester County, N.J.**

**THIS DEED OF EASEMENT covering storm water drainage facilities maintenance in the Forest Woods subdivision** is made this 24<sup>th</sup> day of July, 2003, by and between **POND & SPITZ HOMES AT MULLICA HILL, LLC, with its principal office located at Suite 215, Five Greentree Centre, Route 73, Marlton, N.J. 08054** ("Grantor" or "Owner") in favor of the **FOREST WOODS HOMEOWNER'S ASSOCIATION, INC., a not-for-profit Homeowner's Association, located at Suite 109, 1317 Route 73, Mt. Laurel, New Jersey 08054, ("Grantee") and HARRISON TOWNSHIP, a municipal corporation of the State of New Jersey, located at 114 Bridgeton Pike, Mullica Hill, N.J. 08062-9709, ("Township");**

WHEREAS, **Ravens Hill Construction Company, Inc.**, has received major subdivision approval for certain lands and premises from the Harrison Township and the Gloucester County Planning Boards; and

WHEREAS, **Ravens Hill Construction Company, Inc.**, has contracted to sell said subdivision to **Pond & Spitz Homes at Mullica Hill, LLC.** with closing scheduled to take place on or about July 24, 2003; and

WHEREAS, the Grantor is the owner in fee simple of certain land and premises situate in the Township of Harrison, County of Gloucester and State of New Jersey, a part of which lands and premises are hereinafter more particularly described and covered by this Easement; and

WHEREAS, the Grantee and the Township desire a right of entry over the lands and premises of the Grantor and its successors in interest for the express purpose of the Grantee maintaining and repairing the storm water basins and drainage facilities to be installed as part of the site improvements bonded in connection with the development of the Forest Woods subdivision.

NOW, THEREFORE, be it acknowledged that the Grantor, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer and deliver to the Grantee and to the Township, their successors and assigns, an easement over and through the land and premises owned by the said Grantor, its successors and assigns, and situate in the Township of Harrison, County of Gloucester and State of New Jersey so said Grantee and the Township may exercise their

rights under this Easement for the purpose of obtaining access to and repairing and maintaining all storm water drainage basins and facilities throughout the lands of the said Grantor, their successors and assigns, said land being more particularly described on Schedule "A" attached hereto and made a part hereof. The Grantee Homeowner's Association shall have the sole obligation to repair and maintain all such basins and storm water drainage facilities and the Township shall have no such direct obligation. If the Homeowner's Association fails to properly repair and maintain the storm water drainage facilities, then **the Township shall have the right, but not the obligation, to repair and maintain** said storm water drainage facilities and may enter upon the site to do this maintenance, repair or replacement.

**Deed Restriction Storm Water Drainage Facilities.** As part of this development, storm water detention basins, pipes, fittings and other storm water drainage facilities shall be erected within the development. These storm water drainage basins and facilities may not be removed without the consent of Harrison Township. No storm water drainage basins or facilities shall be modified which may result in changes in drainage on adjacent property. This deed restriction may be enforced by any party in the development, the municipality, the Planning Board or the Zoning Board of Harrison Township. Once constructed by the Developer and the performance and bonds covering said facilities are released by the Township, the Homeowners Association shall be responsible to repair, replace and maintain the storm water drainage facilities in accordance with the standards of the Township of Harrison. The Homeowners Association shall have a right of re-entry upon the individual lots which contain storm water facilities for this purpose.

The following specific Blocks and Lots are encumbered by this **Storm Water Basin and Facilities Maintenance Easement**:

- Block 36.07, Lot 10 - Storm Water Detention Basin Lot**
- Block 36.07, Lot 8 - 20' Wide Drainage Easement**
- Block 36.09, Lot 5 - 10' Wide Drainage Easement**
- Block 36.09, Lot 6 - 10' Wide Drainage Easement**
- Block 36.09, Lot 7 - 10' Wide Drainage Easement on two sides of lot**
- Block 36.09, Lot 8 - 10' Wide Drainage Easement**
- Block 36.09, Lot 16 - 20' Wide Drainage Easement**
- Block 36.09, Lot 17 - Storm Water Detention Basin Lot**

Together with the rights to all things necessary or incidental to effectuate the intentions and desires of the parties as set forth in the preamble hereof.

IN WITNESS WHEREOF, The Grantor has hereunto set their hands and seals the day and year first above written.

Witness:

\_\_\_\_\_

POND & SPITZ HOMES AT MULLICA HILL, LLC.

By: \_\_\_\_\_

Stephen Spitz, Managing Member

STATE OF NEW JERSEY, COUNTY OF BURLINGTON: SS.:

I CERTIFY that on July 24, 2003, Stephen Spitz personally came before me and stated under oath to my satisfaction that: (a) this person was the subscribing witness to the signing of the attached signage easement; (b) this signage easement was signed by Stephen Spitz who is Managing Member of Pond & Spitz Homes at Mullica Hill, LLC. the entity named in this signage easement and was fully authorized to and did execute this easement on its behalf; (c) this signage easement was made for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5) and, (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

Signed and sworn before me on  
July 24, 2003

\_\_\_\_\_  
Notary Public

Gregory R. McCloskey  
Attorney at Law of N.J.

August 5, 2002

LEGAL DESCRIPTION  
**10.00 FOOT WIDE DRAINAGE EASEMENT**  
**OVER LOT 5 – BLOCK 36.09**

*PLAN OF LOTS – FOREST WOODS*

LANDS SITUATE

HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Northwesterly right-of-way line of Forest Woods Drive (50.00' Wide), said point being common corner to Lots 5 & 6, Block 36.09, and extending from the described point of beginning; Thence

- 1) Departing from the Northwesterly right-of-way line of Forest Woods Drive, and running along the division line of Lot 5, Block 36.09 common with Lots 6 & 7, Block 36.09, North 56 Degrees 58 Minutes 13 Seconds West, a distance of 346.04 Feet to a point; Thence
- 2) Along the division line common to Lots 5 & 17, Block 36.09, North 33 Degrees 01 Minutes 47 Seconds East, a distance of 10.00 Feet to a point; Thence
- 3) Departing from said common division line and traversing within the bounds of Lot 5, Block 36.09, South 56 Degrees 58 Minutes 13 Seconds East, a distance of 348.56 Feet to a point in the Northwesterly right-of-way line of Forest Woods Drive, aforesaid; Thence
- 4) Along the Northwesterly right-of-way line of Forest Woods Drive, South 47 Degrees 10 Minutes 45 Seconds West, a distance of 10.31 Feet to the point and place of beginning.

Hereinabove described Northeasterly 10.00 Foot Wide portion of an overall 20.00 Foot Wide Drainage Easement, being over Lot 5, Block 36.09, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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



**consulting engineer services**  
Engineers, Planners, and Land Surveyors

August 5, 2002

LEGAL DESCRIPTION  
10.00 FOOT WIDE DRAINAGE EASEMENT  
OVER LOT 6 – BLOCK 36.09  
*PLAN OF LOTS – FOREST WOODS*

LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Northwesterly right-of-way line of Forest Woods Drive (50.00' Wide), said point being common corner to Lots 5 & 6, Block 36.09, and extending from the described point of beginning; Thence

- 1) Along the Northwesterly right-of-way line of Forest Woods Drive, South 47 Degrees 10 Minutes 45 Seconds West, a distance of 10.31 Feet to a point; Thence
- 2) Departing from said right-of-way line, traversing within the bounds of Lot 6, Block 36.09 and running parallel to and 10.00 Feet distant from the division line of Lot 5, Block 36.09, North 56 Degrees 58 Minutes 13 Seconds West, a distance of 243.20 Feet to a point; Thence
- 3) Along the division line common to Lots 6 & 7, Block 36.09, North 33 Degrees 01 Minutes 47 Seconds East, a distance of 10.00 Feet to a point; Thence
- 4) Along the division line common to Lots 5 & 6, Block 36.09, South 56 Degrees 58 Minutes 13 Seconds East, a distance of 245.72 Feet to the point and place of beginning.

Hereinabove described Southwesterly 10.00 Foot Wide portion of an overall 20.00 Foot Wide Drainage Easement, being over Lot 6, Block 36.09, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

MARGARET KULIK, P.L.S.  
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CES #2266,  
Page 1 of 1,  
DE-36.09-6-TJS

150 Delsea Drive, Suite 1, Sewell, NJ 08080  
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com



**consulting engineer services**  
Engineers, Planners, and Land Surveyors

August 5, 2002

LEGAL DESCRIPTION  
10.00 FOOT WIDE DRAINAGE EASEMENT  
OVER LOT 7 – BLOCK 36.09  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE

HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Northeasterly right-of-way line of Timber Lane (50.00' Wide), said point being common corner to Lots 7 & 8, Block 36.09, and extending from the described point of beginning; Thence

- 1) Departing from the Northeasterly right-of-way line of Timber Lane, and running along the division line common to Lots 7 & 8, Block 36.09, North 33 Degrees 01 Minutes 47 Seconds East, a distance of 225.00 Feet to a point; Thence
- 2) Along the rear division line of Lot 7, Block 36.09, common with Lots 17 & 5, Block 36.09, South 56 Degrees 58 Minutes 13 Seconds East, a distance of 194.00 Feet to a point; Thence
- 3) Along the division line common to Lots 6 & 7, Block 36.09, South 33 Degrees 01 Minutes 47 Seconds West, a distance of 10.00 Feet to a point; Thence
- 4) Departing from said common division line, traversing within the bounds of Lot 7, Block 36.09, and running parallel to and 10.00 distant from the division line of Lots 5 & 17, Block 36.09, North 56 Degrees 58 Minutes 13 Seconds West, a distance of 184.00 Feet to a point; Thence
- 5) Continuing within the bounds of Lot 7, Block 36.09, and running parallel to and 10.00 Feet distant from the division line of Lot 8, Block 36.09, South 33 Degrees 01 Minutes 47 Seconds West, a distance of 215.00 Feet to a point in the Northeasterly right-of-way line of Timber Lane, aforesaid; Thence
- 6) Along the Northeasterly right-of-way line of Timber Lane, North 56 Degrees 58 Minutes 13 Seconds West, a distance of 10.00 Feet to the point and place of beginning.

Hereinabove described 10.00 Foot Wide Drainage Easement, being over Lot 7, Block 36.09, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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New Jersey License No. 38943

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August 5, 2002

LEGAL DESCRIPTION  
**20.00 FOOT WIDE DRAINAGE EASEMENT**  
**OVER LOT 8 – BLOCK 36.07**  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the curved Northeasterly right-of-way line of Bailey Road (50.00' Wide), said point being common corner to Lots 7 & 8, Block 36.07, and extending from the described point of beginning; Thence

- 1) Along the Northeasterly right-of-way line of Bailey Road, along a curve curving to the left, in a Northwesterly direction, having a Radius of 125.00 Feet, with an interior angle of 09 Degrees 12 Minutes 48 Seconds, and an Arc length of 20.10 Feet, to a point; Thence
- 2) Departing from said right-of-way line and traversing within the bounds of Lot 8, Block 36.07, and running parallel to and 20.00 Feet distant from the division line of Lot 7, Block 36.07, North 45 Degrees 10 Minutes 15 Seconds East, a distance of 40.41 Feet to an angle point; Thence
- 3) Continuing along same, North 65 Degrees 45 Minutes 09 Seconds East, a distance of 218.66 Feet to a point in the division line common to Lots 8 & 10, Block 36.07; Thence
- 4) Along the division line common to Lots 8 & 10, Block 36.07, South 54 Degrees 07 Minutes 50 Seconds East, a distance of 23.07 Feet to a point common corner to Lots 7, 8 & 10, Block 36.07; Thence
- 5) Along the division line common to Lots 7 & 8, Block 36.07, South 65 Degrees 45 Minutes 09 Seconds West, a distance of 226.52 Feet to an angle point; Thence
- 6) Continuing along same, South 45 Degrees 10 Minutes 15 Seconds West, a distance of 35.00 Feet to the point and place of beginning.

Hereinabove described 20.00 Foot Wide Drainage Easement over Lot 8, Block 36.07, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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



**consulting engineer services**  
Engineers, Planners, and Land Surveyors

August 5, 2002

LEGAL DESCRIPTION  
**10.00 FOOT WIDE DRAINAGE EASEMENT**  
**OVER LOT 8 – BLOCK 36.09**  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point in the Northeasterly right-of-way line of Timber Lane (50.00' Wide), said point being common corner to Lots 7 & 8, Block 36.09, and extending from the described point of beginning; Thence

- 1) Along the Northeasterly right-of-way line of Timber Lane, South 56 Degrees 58 Minutes 13 Seconds East, a distance of 10.00 Feet to a point; Thence
- 2) Departing from said Northeasterly right-of-way line, traversing within the bounds of Lot 8, Block 36.09 and running parallel to and 10.00 Feet distant from the division line of Lot 7, Block 36.09, South 33 Degrees 01 Minutes 47 Seconds West distance of 225.00 Feet to a point; Thence
- 3) Along the division line common to Lots 8 & 17, Block 36.09, North 56 Degrees 58 Minutes 13 Seconds West, a distance of 10.00 Feet to a point; Thence
- 4) Along the division line common to Lots 7 & 8, Block 36.09, North 33 Degrees 01 Minutes 47 Seconds East, a distance of 225.00 Feet to the point and place of beginning.

Hereinabove described Northwesterly 10.00 Foot Wide portion of an overall 20.00 Foot Wide Drainage Easement, being over Lot 8, Block 36.09, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

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August 5, 2002

LEGAL DESCRIPTION  
**20.00 FOOT WIDE DRAINAGE EASMENT**  
**OVER LOT 16 – BLOCK 36.09**  
*PLAN OF LOTS – FOREST WOODS*  
LANDS SITUATE  
HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

Beginning at a point formed by the corner common to Lot 16, Block 36.09 with Lot 4, Block 36, and with the most Northerly Limit of Timber Lane (65.00' Wide), and extending from the described point of beginning; Thence

- 1) Along the division line of Lot 16, Block 36.09 common with Lot 4, Block 36, North 83 Degrees 13 Minutes 54 Seconds East, a distance of 379.99 Feet to a point; Thence
- 2) Along the rear division line of Lot 16, Block 36.09 common with Lot 5, Block 36, South 06 Degrees 17 Minutes 55 Seconds East, a distance of 20.00 Feet to a point; Thence
- 3) Departing from said common division line and traversing within the bounds of Lot 16, Block 36.09, running parallel to and 20.00 Feet distant from the division line of Lot 4, Block 36, South 83 Degrees 13 Minutes 54 Seconds West, a distance of 379.66 Feet to a point in the Easterly Limit of Timber Lane, aforesaid; Thence
- 4) Along the Easterly Limit of Timber Lane, North 07 Degrees 14 Minutes 53 Seconds West, a distance of 20.00 Feet to the point and place of beginning.

Hereinabove described 20.00 Foot Wide Drainage Easement over Lot 16, Block 36.09, is graphically shown on the plan entitled PLAN OF LOTS, FOREST WOOD, ORIGINAL TRACT: PLATE 19, BLOCK 36, LOT 12.03 AND LOT 14, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Consulting Engineer Services, dated 6/04/2002 and last revised to 8/05/2002. CES JOB #2266. File # POL01.dwg.

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

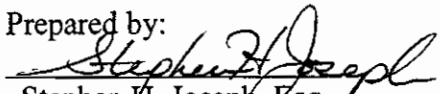
**Deed of Conservation Easement to Preserve  
Existing Tree Line and Vegetation Barrier  
Forest Woods Subdivision  
Harrison Township, Gloucester County, N.J.**

DATED: July 24, 2003

Record and Return to:

Gregory McCloskey, Esquire  
Begley, McCloskey & Gaskill  
40 East Main Street  
Moorestown, New Jersey 08057-3346

Prepared by:

  
Stephen H. Joseph, Esq.

**Deed of Conservation Easement to Preserve  
Existing Tree Line and Vegetation Barrier  
Forest Woods Subdivision  
Harrison Township, Gloucester County, N.J.**

**THIS DEED OF CONSERVATION EASEMENT TO PRESERVE EXISTING TREE LINE AND VEGATATION BARRIER** is made this 24<sup>th</sup> day of July, 2003, by and between **POND & SPITZ HOMES AT MULLICA HILL, LLC**, with its principal office located at Suite 215, Five Greentree Centre, Route 73, Marlton, N.J. 08054 ("Grantor" or "Owner") in favor of the **FOREST WOODS HOMEOWNER'S ASSOCIATION, INC.**, a not-for-profit Homeowner's Association, located at Suite 109, 1317 Route 73, Mt. Laurel, New Jersey 08054, ("Grantee") and **HARRISON TOWNSHIP**, a municipal corporation of the State of New Jersey, located at 114 Bridgeton Pike, Mullica Hill, N.J. 08062-9709, ("Township");

WHEREAS, **Ravens Hill Construction Company, Inc.**, has received major subdivision approval for certain lands and premises from the Harrison Township and the Gloucester County Planning Boards; and

WHEREAS, **Ravens Hill Construction Company, Inc.**, has contracted to sell said subdivision to **Pond & Spitz Homes at Mullica Hill, LLC**. with closing scheduled to take place on or about July 24, 2003; and

WHEREAS, the Grantor is the owner in fee simple of certain land and premises situate in the Township of Harrison, County of Gloucester and State of New Jersey, a part of which lands and premises are hereinafter more particularly described and covered by this Easement and Restrictions; and

WHEREAS, the Grantee and the Township desire to impose a tree line restrictive covenant over the lands and premises of the Grantor and its successors in interest for the express purpose of preserving the existing tree line and vegetation barrier between the Gonserkevis Farm identified as Block 36, Lots 16 and 16.02 and the Eachus Property identified as Block 36, Lot 4 on the Official Tax Map of Harrison Township and the roadway to be installed by Grantor and known as Timber Lane.

NOW, THEREFORE, be it acknowledged that the Grantor, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer and deliver to the Grantee and to the Township, their successors and assigns, an easement over and through the land and premises owned by the said Grantor, its successors and assigns, and situate in the Township of Harrison, County of

Gloucester and State of New Jersey so said Grantee and the Township may exercise their rights under this Easement for the purpose of preserving the existing tree line and vegetation barrier between the Gonserkevis Farm identified as Block 36, Lots 16 and 16.02 and the Eachus Property identified as Block 36, Lot 4 on the Official Tax Map of Harrison Township and the roadway to be installed by Grantor.

The Grantee Homeowner's Association shall have the obligation of preserving the tree line. If the Homeowner's Association fails to properly preserve the tree line and vegetation barrier, then **the Township shall have the right, but not the obligation, to preserve the existing tree line and vegetation barrier.**

**Deed Restriction Prohibiting the removal of trees and vegetation.** As part of this development, the applicant agreed to preserve the existing tree line and vegetation barrier between the Gonserkevis Farm identified as Block 36, Lots 16 and 16.02 and the Eachus Property identified as Block 36, Lot 4 on the Official Tax Map of Harrison Township and the roadway to be installed by Grantor and known as Timber Lane. The existing trees and vegetation may not be removed without the consent of Harrison Township and the adjacent property owners. This deed restriction may be enforced by any party in the development, the municipality, the Planning Board or the Zoning Board of Harrison Township or the adjoining property owners which are sought to be protected.

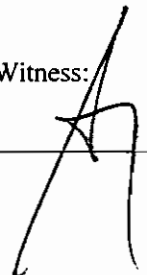
The following specific Blocks and Lots are located directly across the street known as Timber Lane from the area of existing trees and vegetation abutting the Gonserkevis Farm and the Eachus Property that are meant to be preserved by this Easement:

**Block 36.08, Lot 4  
Block 36.09, Lot 9  
Block 36.09, Lot 10  
Block 36.09, Lot 11  
Block 36.09, Lot 12  
Block 36.09, Lot 13  
Block 36.09, Lot 14  
Block 36.09, Lot 15  
Block 36.09, Lot 16**

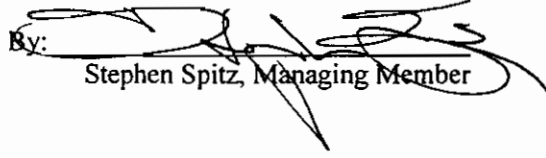
**There is also a 5' Wide Farm Fence Maintenance Easement located 10' inside and along the northwesterly side of Timber Lane adjacent to Block 36, Lot 16.02 (Gonserkevis) and Block 36, Lot 4 (Eachus).**

Together with the rights to all things necessary or incidental to effectuate the intentions and desires of the parties as set forth in the preamble hereof.

IN WITNESS WHEREOF, The Grantor has hereunto set their hands and seals the day and year first above written.

Witness:  
  
\_\_\_\_\_

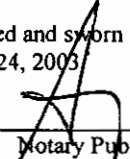
POND & SPITZ HOMES AT MULLICA HILL, LLC.

By:   
Stephen Spitz, Managing Member

STATE OF NEW JERSEY, COUNTY OF BURLINGTON: SS.:

I CERTIFY that on July 24, 2003, Stephen Spitz personally came before me and stated under oath to my satisfaction that: (a) this person was the subscribing witness to the signing of the attached signage easement; (b) this signage easement was signed by Stephen Spitz who is Managing Member of Pond & Spitz Homes at Mullica Hill, LLC. the entity named in this signage easement and was fully authorized to and did execute this easement on its behalf; (c) this signage easement was made for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5) and, (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

Signed and sworn before me on  
July 24, 2003

  
\_\_\_\_\_  
Notary Public

Gregory R. McCloskey  
Attorney at Law of N.J.