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**RITTENHOUSE AT LOCUST GROVE HOMEOWNERS ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RITTENHOUSE AT LOCUST GROVE HOMEOWNERS ASSOCIATION**

R.-R

EASTERN TITLE AGENCY, INC.
1 INDUSTRIAL WAY W. BLDG. D
P.O. BOX 338
EATONTOWN, NEW JERSEY 07724

RITTENHOUSE AT LOCUST GROVE HOMEOWNERS ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 3rd day of April, 2003, by K. Hovnanian Venture I, L.L.C., (hereinafter referred to as the "Declarant").

WITNESSETH THAT:

WHEREAS, Declarant is the owner of fee simple title to that certain real property located in the Township of Deptford, County of Gloucester and State of New Jersey, which is more particularly described in Exhibit "A" attached hereto and made a part hereof and shown on the plans entitled "Final Plan of Lots, Rittenhouse at Locust Grove, part of Locust Grove Farm, Section MF-5, QRP Land II, L.P., Deptford Township, Gloucester County, N.J." dated February 21, 2001, last revised October 15, 2001 and filed in the Gloucester County Clerk's Office on October 30, 2001 as Map No. 3464 and 3565 (hereinafter referred to as the "Property") and which is contained within the tract known as the Locust Grove Planned Unit Community (hereinafter, "Locust Grove"); and

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" known as "Rittenhouse at Locust Grove" shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, restrictions, covenants, conditions, changes, assessments, obligations and liens hereinafter set forth and to the provisions of the Certificate of Incorporation, By-Laws and Rules and Regulations of the Homeowners Association, which are for the purpose of protecting the value and desirability of, and which shall run with, the real Property and be binding upon all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Lot Owner thereof; and

**ARTICLE I
DEFINITIONS**

The following terms, when used in the Declaration, the Certificate of Incorporation and By-Laws of the Homeowners Association (HOA) shall have the following meanings unless the context clearly indicates otherwise:

1.01 "Annual Common Expense Assessment or Annual Assessment" shall mean the Lot Owners' proportionate amount of expenses for the operation, maintenance, repair and administration incurred by the Homeowners Association for the Common Areas. The proportionate amount of expenses assessed to each Lot Owner shall be based on the total Homeowners Association Expenses anticipated in the then current annual budget divided by the total number of Lots declared to be subject to the Declaration at that time.

1.02 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Homeowners Association, and any reference herein or in the Certificate of Incorporation, By-Laws or Rules and Regulations to any power, duty, right of approval or any other right of the HOA shall be deemed to refer to the Board of Directors and not the Members of the HOA, unless the context expressly indicates to the contrary.

1.03 "By-Laws" shall mean the By-Laws of the Homeowners Association, a copy of which is attached hereto and made a part hereof as Exhibit C, together with all future amendments thereto.

1.04 "Certificate of Incorporation" shall mean the Certificate of Incorporation of the Homeowners Association, a copy of which is attached hereto and made a part hereof as Exhibit B, together with all future amendments thereto.

1.05 "Common Areas" shall mean all land, structures and improvements thereon, which are appurtenant to any Lot and intended exclusively for the common use, benefit, interest and enjoyment of Lot Owners, their occupants, tenants and guests, having common rights and interest in the Homeowner's Association.

1.06 "Common Expenses" shall, subject to the provisions of this Declaration, mean and refer to all those expenses which are incurred or assessed by the HOA in fulfilling its lawful responsibilities.

1.07 "Common Facilities Association" shall mean and refer to the Locust Grove Common Facilities Association, its successors and assigns.

1.10 "Community" shall mean and refer to all of the Property which has been subjected to or which Declarant intends to subject to the provisions of this Declaration.

1.11 "Declarant" shall mean and refer to K. Hovnanian Venture I, L.L.C., its successors and assigns, if such successors or assigns shall acquire more than one undeveloped lot from the Declarant for the purpose of development.

1.12 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, and any amendments and supplements thereto.

1.13 "Lot" shall mean and refer to any present or proposed individual residential unit permitted to be developed by the Resolution of Final Approval of the Deptford Township Planning Board and any amendments thereto, regardless of building type or form of ownership, including all land, structures, improvements and other interests appurtenant thereto.

1.14 "Lot Owner" shall mean and refer to those persons or entities in whom record fee simple title to any Lot is vested as shown in the records of the Office of the County Clerk, including the Declarant unless the context expressly indicates otherwise, but shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title to any such Lot pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Lot Owner" refer to any lessee or tenant of a Lot Owner.

1.15 "Manager" shall mean the individual, firm or corporation, if any, employed by the Homeowners Association Hereunder as its agent to oversee, supervise and carry out the duties and responsibilities of the Homeowners Association.

1.16 "Member" shall mean and refer to every Lot Owner other than Declarant.

1.17 "Mortgage Holder" or "Mortgagee" shall mean and refer to any mortgage holder holding a first mortgage which has requested in writing that the Homeowners Association provide notice of certain action requiring the consent of mortgage holders.

1.18 "Municipality" shall mean the Township of Deptford, County of Gloucester, State of New Jersey.

1.19 "Property" shall mean and refer to that certain real Property herein described in Exhibit A, together with any land or premises shown on the plans entitled "Final Plan of Lots, Rittenhouse at Locust Grove, Part of Locust Grove Farm, Section MF-5, QRP Land II, L.P., Deptford Township, Gloucester County, N.J." dated February 21, 2001, last revised October 15, 2001 and filed in the Gloucester County Clerk's Office on October 30, 2001 as Map No. 3464 and 3565 and any land shown on any final subdivision plats within the Municipality which may hereafter be lawfully subjected to the provisions of this Declaration or by the filing of a Supplemental Declaration.

1.20 "Rules and Regulations" shall mean and refer to those rules and regulations of the Homeowners Association that may be duly promulgated by its Board, together with all future amendments thereto.

1.21 "Special Assessment" shall mean a charge against a particular Lot Owner directly attributable to the Lot Owner or a charge assessed proportionately to all Lot Owners equal to all costs incurred by the Homeowners Association other than those costs included in the Annual Common Expense Assessment, which may include but not be limited to those assessments referenced in Article V hereof.

ARTICLE II PROPERTY RIGHTS

2.01 Lot Owners' Easements of Enjoyment: Every Lot Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Homeowners Association to assess reasonable maintenance and Other fees for the use of any recreational facility situated upon the Common Areas, entrance signage and landscaping, detention basins, buffer landscaping, and such other items as may from time to time be delegated to the Homeowners Association by and with its consent;

(b) The right of the Homeowners Association to suspend the voting rights and right to use the recreational facilities by a Lot Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Homeowners Association;

(c) The right of the Homeowners Association to dedicate or transfer all or any part of the Common Areas to the Locust Grove Common Facilities Association, or to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Members other than the Declarant agreeing to such dedication or transfer has been recorded.

(d) The right of the Homeowners Association to rent any of the Common Areas, under such terms and conditions and such further rules and regulations as may be established by the Board of Directors.

2.02 Delegation of Use: Any Lot Owner may delegate, in accordance with the By-Laws of the Homeowners Association, his right of enjoyment to the Common Areas to the members of his family, his tenants, or contract purchasers who reside on the Lot, all of whom shall be subject to compliance with this Declaration, the By-Laws and all Rules and Regulations duly adopted by the Board of Directors.

2.03 Declarant's Property Rights: The Declarant, their respective successors and assigns, shall have the following easements with respect to the Property:

(a) A blanket and non-exclusive easement in, upon, through, under and across the Property, for the purpose of construction, installation, maintenance and repair of any improvements to the Property, for ingress and egress and use of all roadways and parking areas, entrance signage and landscaping, and landscape buffer areas, and for the utilization of existing and future Lots for sales promotion and exhibition, from the date the last Lot is sold and conveyed in the normal course of business, but in no event more than five (5) years from the date of the recording of this Declaration. In addition, the Declarant hereby reserves the irrevocable right to enter into, upon, over or under any Lot for such purposes as may reasonably be necessary for Declarant or their agents to service such Lot, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Lot Owner. In the case of an emergency, such right of entry shall be immediate whether the Lot Owner is present at the time or not; and

(b) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Property for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Property. No individual Lot Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property.

2.04 Homeowners Association's Easements: The Property shall also be subject to the following easements:

(a) The HOA shall have a perpetual and exclusive easement for the maintenance of the Property, including that which presently or may hereafter encroach upon a Lot; and

(b) The HOA, through the Board of Directors or any Manager, or their respective agents or employees, shall have the perpetual and non-exclusive right of access to each Lot (i) to remedy any violations of the provision of this Declaration, the By-Laws or any Rules and Regulations of the Homeowners Association, and (ii) to perform any work required in connection with the maintenance, repairs or replacements of or to the Property or Common Area or any equipment, facilities or fixtures affecting or serving other Lot(s) or Property; provided that request for entry are made in advance and that any such entry is at a time reasonably convenient to the Lot Owner. In the case of an emergency, such right of entry shall be immediate, whether the Lot Owner is present at the time or not.

2.05 Municipal Easement: A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Property shall exist for the benefit of the Township of Deptford, its respective officers, agents and employees and all police, fire and ambulance personnel in the proper performance of their respective duties, including but not limited to emergency or other necessary maintenance, repair and/or replacement to a Lot which the Lot Owner has failed to perform, and for emergency or other necessary maintenance, repair and/or replacement of the Property which the Homeowners Association has failed to perform. Except in the event of emergencies, the rights accompanying the easements provided for in this sub-paragraph shall exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Lot Owner(s) directly affected thereby.

2.06 Utility Easement: Any utility company or entity furnishing utility service, including, but not limited to, water, sanitary sewer, gas, electric, master or cable television or electronic security service to the Property, its agents and employees shall have a blanket, perpetual and non-exclusive easement to enter the Property, or any part thereof, in order to read meters, service or repair utility lines and equipment and do everything and anything else

necessary in order to properly maintain and furnish utility service to the Property.

2.07 Locust Grove Common Facilities Association: A blanket, perpetual and non-exclusive easement to enter Common Areas for purposes of access and maintenance thereof shall exist for the benefit of the Common Facilities Association and its designees for the performance of emergency and other necessary maintenance and repairs in said Common Areas as may be delegated by the Homeowners Association to the Common Facilities Association with its consent. In addition, there shall be a blanket, perpetual and non-exclusive easement of unobstructed access across common open space areas, jogging paths, and pedestrian walkways which connect with or abut the common facilities of the Common Facilities Association and other Sections within the Locust Grove PUC.

ARTICLE III ADMINISTRATION OF COMMON AREAS

3.01 Administration: The administration of the Common Areas shall be conducted by the Homeowners Association in accordance with the provisions of the law, this Declaration, the Certificate of Incorporation (Exhibit B) and By-Laws of the Homeowners Association (Exhibit C) and any other documents, amendments or supplements to the foregoing which may subsequently be enacted as provided therein or required by a bank, mortgage banker, governmental agency or other institution making mortgage loans secured by the subject premises.

(a) Subject to the foregoing documents, the Homeowners Association may do all that it is legally entitled to do under the laws applicable to its form of organization.

(b) The Homeowners Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the community.

(c) The Homeowners Association shall provide a fair and efficient procedure for the resolution of disputes between individual Lot Owners and the Homeowners Association, between different Lot Owners, and between condominium and homeowner associations located within the Property, that shall be readily available as an alternative to litigation.

3.02 Declarant Attorney-In-Fact: By acceptance of a deed to a Lot or by acceptance by any other legal or equitable interest in the Common Areas, each and every contract purchaser, Lot Owner, or occupant or holder of any mortgage or lien does automatically and irrevocably name, constitute, appoint and confirm Declarant, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Declaration or other instruments necessary to effect amendments or supplements as set forth in the foregoing Paragraph 3.01 of this Article provided, however, that no such amendment or supplement shall effect a material physical modification of a Lot, without the prior written consent of the Lot Owner and his mortgagee or adversely affect the priority or validity of a purchase money lien on a Lot sold hereunder, without the prior written consent of the Mortgagee.

The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter and to run with the title to any and all Lots and be binding upon the heirs, personal representatives, successors and assigns of any Lot Owner.

3.03 Fiduciary Responsibility: Nothing contained herein to the contrary shall serve to exculpate members of the Board of Directors of the Homeowners Association from their fiduciary responsibilities.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

4.01 Automatic Membership: Upon acceptance of the deed to a Lot, each Lot Owner shall automatically become a Member of the Homeowners Association and shall be a Member for so long as he shall hold legal title to his Lot subject to all the provisions of the law, this Declaration, the Certificate of Incorporation of the Homeowners Association, and the By-Laws and Rules and Regulations which may now or hereafter be established for or by the Homeowners Association, as the foregoing documents may be amended from time to time as provided therein.

4.02 Membership Votes: Each Lot shall have one vote in the governance of the Association, with the maximum number of votes to be 154 votes.

4.03 Declarant: The Declarant shall not be permitted to cast any votes held by it with respect to unsold Lots for the purpose of amending the Declaration, the By-Laws or any other document, for the purpose of changing the permitted use of a Lot, or for the purpose of reducing the Common Areas.

4.04 Lot Owner's Rights: While the Declarant maintains control of the Board of

Directors, he shall take no Action which adversely affects a Lot Owner's right under N.J.A.C. 5:25-5.5. Claims relative to defects in Common Areas shall be processed in accordance with N.J.A.C. 5:25-5.5.

ARTICLE V
COVENANT FOR ASSESSMENTS

5.01 Creation of Lien and Personal Obligation for Assessments: The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Homeowners Association: (1) annual assessments or charges, and (2) such emergency assessments and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual, emergency and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made and shall run with the title to the Lot and shall be satisfied before title is transferred for any Lots affected. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Lot Owner of such Lot at the time when the assessment fell due. In the event of joint ownership, all co-owners shall be jointly and severally liable. Further, the municipality shall have a continuing lien against each Lot for its pro rata share of all real estate taxes due and payable to the municipality for real estate taxes assessed against the property of the HOA. Such lien shall be apportioned equally among all Lots and shall be enforceable by the municipality in the manner provided by law with respect to the real estate taxes assessed directly against each Lot. No Lot Owner may waive or otherwise avoid liability for Common Areas by non-use of the Common Areas. Liens for unpaid Common Expense Assessment may be foreclosed by suit brought in the name of the HOA in the same manner as a foreclosure of a mortgage on real Property. Suit to recover a money judgment for unpaid Common Expense Assessments may be instituted without waiving the lien securing same. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

5.02 Purpose of Assessments: The assessments levied by the Homeowners Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property and for the improvement and maintenance of the Common Areas. While the Declarant maintains control of the Homeowners Association, it shall make no additions, alterations, improvements or purchases not contemplated in any Public Offering regarding the Property which would necessitate a special assessment or a substantial increase in the annual assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency.

5.03 Annual Common Expense Assessment: It shall be the affirmative obligation of the Homeowners Association to establish annual assessments in an amount sufficient to maintain and operate the Common Areas and all improvements thereto, to pay all taxes and insurance premiums thereon, and to provide for other services to be furnished by the Homeowners Association. The Board of Directors shall, in their discretion, determine the amount of funds necessary to discharge the duties and responsibilities of the Homeowners Association, the allocation and manner of expenditure thereof. The Board of Directors shall prepare an annual budget of the Common Expenses of the Homeowners Association which is sufficient to insure the Association's financial solvency, which budget shall include capital reserve funds for the replacement and/or repair of the existing Common Areas.

5.04 Special Assessment for Emergency Common Expenses: In the event the Annual Common Expense Assessment proves to be insufficient for an immediate need or emergency, the Board of Directors of the Association may amend the budget and assessment and impose an Emergency Common Expense Assessment. The determination of immediate need or emergency shall in the sole and absolute discretion of the Board of Directors of the HOA.

5.05 Special Assessments for Capital Improvements: In addition to the Annual Common Expense Assessment authorized above, the Homeowners Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of Members other than the Declarant who are voting in person or by proxy at a meeting duly called for this purpose.

5.06 Special Assessments for Damages, Violations and Failures of Lot Owners: If any Lot Owner or his guest, tenant, invitee, or occupant or household pet causes damage to the Property which necessitates a repair thereto, or fails to maintain anything for which maintenance is his responsibility, or if the HOA is required to expend monies to remedy any violations of the covenants and restrictions herein before stated or the published rules and regulations of the HOA, the Board of Directors may impose a Special Assessment upon the Lot

Owner involved for the cost of performing such repairs or maintenance or for remedying such violations, including reasonable attorneys fees, as the case may be. Such Assessment shall constitute a lien against any Lot owned by such Lot Owner, but a Special Assessment shall not be imposed without at least ten (10) days prior written notice to the affected Lot Owner and an opportunity for the affected Lot Owner to be heard at a meeting of the Board of Directors, or to remedy any violation and effect such repairs or maintenance as may be necessary within ten (10) days following a determination of the Board of Directors at such meeting.

5.07 Special Assessments for Remedial Common Expenses: In addition to the other Assessments herein authorized, the Board of Directors of the HOA may levy a Remedial Common Expense Assessment against any individual Lot(s) or Lot Owner(s) whenever required or permitted to do so by any of the provisions of this Declaration, the By-Laws, or the rules and regulations expressly authorizing such a Remedial Common Expense Assessment. The Board may also provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Lots by HOA personnel or representatives and charged as a Remedial Assessment.

5.08 Date of Commencement of Annual common Expense Assessments; Due Dates: The Annual Common Expense Assessments provided for herein shall commence as to all Lots on the date that the Purchaser accepts a deed to a Lot. The first Annual Assessment shall be prorated from the date that the Purchaser accepts a deed to a Lot to the end of that calendar year. The Board of Directors shall establish the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the annual assessment payable in monthly increments of one-twelfth of the annual amount shall be sent to every Lot Owner subject thereto. The due dates shall be established by the Board of Directors. The Homeowners Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Homeowners Association setting forth whether the assessments on a specified Lot have been paid.

5.09 Effect of Nonpayment of Assessments; Remedies of the Homeowners Association: Any assessment not paid within thirty (30) days after the due date shall bear penalty and interest from the due date as provided for in the By-Laws, as the same may be amended from time to time. The Homeowners Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot of such Lot Owner, as set forth in paragraph 5.01 hereof.

5.10 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI HOMEOWNERS ASSOCIATION RELATIONSHIP WITH MUNICIPAL AUTHORITIES

The Declarant, for itself, its successors and assigns, hereby declares that in the event that (1) the Homeowners Association shall fail to maintain the facilities, improvements or grounds to which it holds title, shall fail to maintain the facilities, improvements or grounds in the manner set forth in the documents establishing and governing such association, the Township of Deptford, through its duly constituted agencies or authorities, may serve upon the Homeowners Association or upon the Members of the Homeowners Association, a written notice of such default, setting forth the manner in which such Homeowners Association or Members have failed to maintain the aforesaid facilities in reasonable condition and demanding that any deficiency be remedied within the time set forth in such notice, and should such deficiencies not be so remedied, the Township of Deptford may in its sole discretion proceed to complete such requirement and charge the Homeowner's Association for such item by municipal lien, prior notice having been given by registered letter pursuant to normal municipal practice.

ARTICLE VII CONTINUING DEVELOPMENT OF PROPERTY

7.01 Right of Approval: Declarant, on behalf of itself, its successors and assigns, hereby grants to Sheppard, his successors and assigns the right and privilege of approval over the design of, and any subsequent substantial and material change or redesign in, the development of portions of the Property upon which improvements shall not have been constructed, whether as a result of the unilateral decision of the Declarant or by agreement with any federal, state, county or municipal authority, which approval shall constitute a condition precedent upon the implementation of such design or change or redesign, and shall not be unreasonably withheld. For purposes of this paragraph, "substantial and material"

shall be such changes as would reasonably detract from the value of, or Sheppard's ability to develop, Sheppard's adjacent land. Declarant shall not make any change or redesign in the Property, nor take any action nor do any thing which could result in such change or redesign, without Sheppard's prior written consent.

The Right of Approval set forth in this paragraph shall lapse on the date twenty (20) years from the original date of filing of this Declaration.

ARTICLE VIII GENERAL PROVISIONS

8.01 Duration: The provisions of this Declaration shall be perpetual; shall run with and bind all the land included in the Property, and shall inure to the benefit of and be enforceably by the Homeowners Association and its Members, and their respective successors, assigns, heirs, executors, administrators and personal representatives.

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

8.03 Amendment: This Declaration may be amended at any time by a vote of at least sixty-seven (67) percent of all Members then in good standing. Such vote shall be made in person or by proxy at a meeting duly called for this purpose and at which time the required quorum is present or as otherwise authorized in the By-Laws. In the alternative, amendment may be made by an agreement which may be in counterparts, signed and acknowledged by sixty-seven (67) percent of all Members in good standing at the time such document is fully executed. Any amendment to this Declaration shall be effective when recorded in the Office of the Clerk of Gloucester County, New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to the Declarant pursuant to Article III hereof and Article VII hereof.

Despite any provision in this Declaration to the contrary, the Board shall have the right to amend this Declaration by acting unilaterally and without a vote of other Members to the extent necessary to add the Additional Lands and to make this Declaration conform with the then current requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, and with New Jersey law. If any amendment is necessary in the judgment of the Board to cure any ambiguity or to correct or supplement any provision of this Declaration that is unenforceable by law, defective, missing or inconsistent with any other provision hereof or with any governing Certificate of Incorporation, By-Laws, Rules and Regulations or this Declaration, then and in that event at any time the Board may effect an appropriate corrective amendment without the approval of the Members or any Mortgage Holders or any other party having an interest in the Property or any Lot, upon receipt by the Board of an opinion from independent legal counsel that the proposed amendment is permitted under the terms of this paragraph. No amendment shall be effective until recorded in the Office of the Clerk of Gloucester County, New Jersey.

8.04 Enforcement: Enforcement of this Declaration, the By-Laws, or Rules and Regulations of the Association shall be in accordance with the By-Laws or by an appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction against any person or persons violating or attempting to violate any provisions thereof. Such relief may include, but not be limited to, a request to restrain or enjoin such violation or threatened violation, or to recover damages on behalf of the Homeowners Association, or for other appropriate relief; or to enforce any lien under the terms of this Declaration. Enforcement may be by the Homeowners Association or any Member including the Declarant on behalf of the Homeowners Association or by the Declarant in their own right. Failure by any of the foregoing to enforce any covenant or provision of this Declaration or of any of the By-Laws or Rules and Regulations of the HOA for any period of time shall not be deemed a waiver or estoppel of the right to thereafter enforce the same.

Despite anything to the contrary contained herein, and unless irreparable injury would otherwise result, the Declarant, the Homeowners Association nor any Lot Owner shall be permitted to bring an action in any court, administrative tribunal or arbitration board for enforcement of this Declaration, the By-Laws, or Rules and Regulations until the following conditions have been fulfilled:

(a) In the event of any violation, attempted violation or threatened violation of this Declaration, the By-Laws or Rules and Regulations, the party seeking enforcement shall notify the Board and, if the Board determines that a violation exists, it shall give written notice of the violation to the persons alleged to be responsible, which notice shall direct such persons to cure the violation within twenty (20) days after such notice is given.

(b) In the event such persons fail to cure the violation within the twenty (20) day period aforesaid, the Board may institute proceedings to remedy the violation. In the event

the Board shall fail to sent notice of such violation , the party seeking enforcement may do so, and if the violation is not cured within the twenty (20) day period following the date of such notice, the party seeking enforcement may institute proceedings on behalf of the Homeowners Association to remedy the violation.

8.05 Notice: Unless otherwise specifically set forth herein, any notice required or permitted to be given under the terms of this Declaration shall be deemed given when such notice is mailed by regular or certified mail, postage pre-paid, addressed to the last known address of such Member, registered by such Member with the Homeowners Association. The Homeowners Association shall maintain an appropriate file of the Members' addresses. It shall be the affirmative obligation of each Member to provide the Homeowners Association with such Member's address and any change of address. In the alternative, notice may also be served upon any Member by personal delivery to any occupant over the age of fourteen (14) years at the last known address of the Member registered with the Homeowners Association.

8.06 Dissolution of the Homeowners Association: In the event the Members vote to dissolve the Homeowners Association, the procedures governing dissolution set forth in the New Jersey Statutes with respect to corporations not for profit shall be followed. Dissolution of the Homeowners Association, however, shall not permit the alienation of the Common Areas; such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other legal entity devoted to similar purposes as the Homeowners Association.

8.07 Rule Against Perpetuities: If any provision of this Declaration or the By-Laws shall be interpreted to constitute a violation of the rule against perpetuities, then such provisions shall be deemed to remain in effect until the death of the last survivor of the now living descendants of William Clinton, President of the United States of America, plus twenty-one (21) years thereafter.

8.08 Exhibits: Attached hereto and made a part hereof are the following Exhibits:
Exhibit A - Legal Description
Exhibit B - Certificate of Incorporation of Homeowners Association
Exhibit C - By-Laws of the Homeowners Association

IN WITNESS WHEREOF the Declarant has executed this Declaration the day and year first above written.

Attest:


John F. Semple, Asst. Secretary

DECLARANT:

K. Hovnanian Venture I, L.L.C.

Steve M. Dahl, Vice President

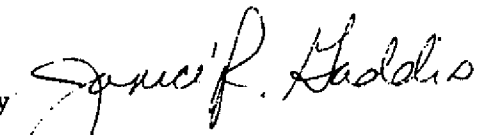
STATE OF NEW JERSEY :

ss.

COUNTY OF MIDDLESEX :

I CERTIFY that on April 3, 2003, Steve M. Dahl personally came before me and acknowledged under oath, to my satisfaction, that his person:
(a) is named in and personally signed this document; and
(b) signed, sealed and delivered this document as his or her act and deed.

Notary


JANICE R. GADDIS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 5, 2005

Commitment No. XE001147B

Exhibit A
DESCRIPTION

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Deptford, County of Gloucester and State of New Jersey:

BEGINNING at a point on the proposed westerly R.O.W. line of Locust Grove Boulevard (70 feet wide), said point being the southeasterly most corner of Block 5, Lot 18.01 (Section MF-5) and S 62 degrees 55 minutes 22 seconds W, a distance of 70.00 feet from the northwesterly most corner of Block 5, Lot 16.01 (TA1 & 2); thence

1. S 62 degrees 55 minutes 22 seconds W, a distance of 85.21 feet to a point; thence
2. N 71 degrees 51 minutes 53 seconds W, a distance of 19.34 feet to a point; thence
3. N 52 degrees 50 minutes 40 seconds W, a distance of 53.81 feet to a point; thence
4. N 54 degrees 19 minutes 25 seconds W, a distance of 50.60 feet to a point; thence
5. N 44 degrees 56 minutes 49 seconds W, a distance of 50.16 feet to a point; thence
6. N 47 degrees 56 minutes 04 seconds W, a distance of 45.15 feet to a point; thence
7. N 38 degrees 07 minutes 20 seconds W, a distance of 54.44 feet to a point; thence
8. N 49 degrees 20 minutes 23 seconds W, a distance of 43.53 feet to a point; thence
9. N 36 degrees 40 minutes 00 seconds W, a distance of 42.90 feet to a point; thence
10. N 37 degrees 43 minutes 24 seconds W, a distance of 208.74 feet to a point; thence
11. N 33 degrees 14 minutes 39 seconds W, a distance of 30.13 feet to a point; thence
12. N 22 degrees 09 minutes 39 seconds W, a distance of 15.39 feet to a point; thence
13. N 40 degrees 00 minutes 36 seconds W, a distance of 34.16 feet to a point; thence
14. N 46 degrees 01 minutes 16 seconds W, a distance of 10.57 feet to a point; thence
15. N 71 degrees 14 minutes 32 seconds W, a distance of 16.82 feet to a point; thence
16. N 41 degrees 51 minutes 28 seconds W, a distance of 35.41 feet to a point; thence

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One Industrial Way West, Building D, Eatontown, NJ 07724 (732)389-0009
Agent For: LAWYERS TITLE INSURANCE COMPANY*

Commitment No. XE001147B

Exhibit A
DESCRIPTION
(continued)

17. N 64 degrees 18 minutes 20 seconds W, a distance of 19.96 feet to a point; thence
18. S 87 degrees 35 minutes 14 seconds W, a distance of 50.96 feet to a point; thence
19. N 55 degrees 19 minutes 04 seconds W, a distance of 38.04 feet to a point; thence
20. N 38 degrees 12 minutes 28 seconds W, a distance of 46.62 feet to a point; thence
21. N 36 degrees 19 minutes 37 seconds W, a distance of 59.91 feet to a point; thence
22. N 40 degrees 08 minutes 05 seconds W, a distance of 77.47 feet to a point; thence
23. N 00 degrees 22 minutes 51 seconds E, a distance of 57.19 feet to a point; thence
24. N 15 degrees 41 minutes 56 seconds W, a distance of 60.72 feet to a point; thence
25. N 16 degrees 02 minutes 09 seconds W, a distance of 38.65 feet to a point; thence
26. N 02 degrees 57 minutes 18 seconds W, a distance of 63.68 feet to a point; thence
27. N 06 degrees 16 minutes 30 seconds E, a distance of 57.24 feet to a point; thence
28. N 11 degrees 14 minutes 50 seconds E, a distance of 61.57 feet to a point; thence
29. N 03 degrees 12 minutes 32 seconds W, a distance of 44.44 feet to a point; thence
30. N 00 degrees 28 minutes 03 seconds W, a distance of 72.76 feet to a point; thence
31. N 03 degrees 56 minutes 14 seconds E, a distance of 51.60 feet to a point; thence
32. N 05 degrees 42 minutes 22 seconds E, a distance of 62.23 feet to a point; thence
33. N 21 degrees 05 minutes 51 seconds W, a distance of 46.07 feet to a point; thence
34. N 02 degrees 03 minutes 41 seconds E, a distance of 66.82 feet to a point; thence
35. N 42 degrees 39 minutes 52 seconds E, a distance of 37.77 feet to a point; thence
36. N 23 degrees 08 minutes 01 seconds W, a distance of 48.96 feet to a point; thence
37. N 09 degrees 36 minutes 26 seconds W, a distance of 48.03 feet to a point; thence

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Exhibit A
DESCRIPTION
(continued)

38. N 03 degrees 26 minutes 04 seconds W, a distance of 46.87 feet to a point; thence
39. N 07 degrees 28 minutes 09 seconds E, a distance of 68.71 feet to a point; thence
40. N 11 degrees 04 minutes 05 seconds E, a distance of 28.79 feet to a point; thence
41. N 25 degrees 32 minutes 40 seconds W, a distance of 26.93 feet to a point; thence
42. N 02 degrees 49 minutes 22 seconds E, a distance of 41.59 feet to a point; thence
43. N 01 degrees 53 minutes 38 seconds W, a distance of 40.52 feet to a point; thence
44. N 10 degrees 42 minutes 55 seconds W, a distance of 32.40 feet to a point; thence
45. N 11 degrees 55 minutes 18 seconds W, a distance of 32.13 feet to a point; thence
46. N 18 degrees 40 minutes 28 seconds W, a distance of 40.10 feet to a point; thence
47. N 13 degrees 14 minutes 09 seconds W, a distance of 50.32 feet to a point; thence
48. N 18 degrees 20 minutes 52 seconds E, a distance of 42.05 feet to a point; thence
49. N 60 degrees 00 minutes 55 seconds E, a distance of 60.41 feet to a point; thence
50. N 15 degrees 23 minutes 10 seconds E, a distance of 9.15 feet to a point; thence
51. N 26 degrees 11 minutes 44 seconds W, a distance of 10.87 feet to a point; thence
52. N 69 degrees 44 minutes 32 seconds W, a distance of 57.72 feet to a point; thence
53. N 21 degrees 15 minutes 59 seconds W, a distance of 53.99 feet to a point; thence
54. N 13 degrees 30 minutes 15 seconds W, a distance of 61.53 feet to a point; thence
55. N 23 degrees 59 minutes 08 seconds W, a distance of 35.07 feet to a point; thence
56. N 34 degrees 26 minutes 17 seconds E, a distance of 36.79 feet to a point; thence
57. N 07 degrees 00 minutes 30 seconds E, a distance of 58.15 feet to a point; thence
58. N 56 degrees 01 minutes 34 seconds E, a distance of 74.34 feet to a point; thence

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Exhibit A
DESCRIPTION
(continued)

59. N 68 degrees 03 minutes 58 seconds E, a distance of 49.78 feet to a point; thence
60. N 72 degrees 45 minutes 34 seconds E, a distance of 36.28 feet to a point; thence
61. N 72 degrees 03 minutes 14 seconds E, a distance of 38.27 feet to a point; thence
62. N 86 degrees 31 minutes 20 seconds E, a distance of 49.17 feet to a point; thence
63. N 76 degrees 20 minutes 21 seconds E, a distance of 41.57 feet to a point; thence
64. N 43 degrees 32 minutes 51 seconds E, a distance of 46.54 feet to a point; thence
65. N 50 degrees 07 minutes 02 seconds E, a distance of 39.91 feet to a point; thence
66. N 42 degrees 11 minutes 37 seconds E, a distance of 35.65 feet to a point; thence
67. N 64 degrees 58 minutes 09 seconds E, a distance of 59.60 feet to a point; thence
68. N 61 degrees 42 minutes 59 seconds E, a distance of 29.66 feet to a point; thence
69. N 56 degrees 58 minutes 42 seconds E, a distance of 50.06 feet to a point; thence
70. N 64 degrees 23 minutes 09 seconds E, a distance of 31.86 feet to a point; thence
71. N 75 degrees 45 minutes 26 seconds E, a distance of 26.75 feet to a point; thence
72. N 38 degrees 06 minutes 26 seconds E, a distance of 37.72 feet to a point; thence
73. N 22 degrees 05 minutes 01 seconds E, a distance of 33.68 feet to a point; thence
74. N 07 degrees 16 minutes 51 seconds E, a distance of 40.55 feet to a point; thence
75. N 05 degrees 01 minutes 26 seconds W, a distance of 36.76 feet to a point; thence
76. N 06 degrees 14 minutes 53 seconds W, a distance of 44.50 feet to a point; thence
77. N 62 degrees 15 minutes 23 seconds E, a distance of 41.31 feet to a point; thence
78. N 73 degrees 00 minutes 23 seconds E, a distance of 31.21 feet to a point; thence
79. S 38 degrees 48 minutes 43 seconds E, a distance of 36.94 feet to a point; thence

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Exhibit A
DESCRIPTION
(continued)

101. S 16 degrees 18 minutes 50 seconds E, a distance of 44.57 feet to a point; thence
102. S 41 degrees 05 minutes 04 seconds E, a distance of 37.10 feet to a point on the northwesterly right of way line of Locust Grove Boulevard; thence
103. S 69 degrees 30 minutes 11 seconds W along said line of Locust Grove Boulevard, a distance of 213.30 feet to a point; thence
104. Still along said line of Locust Grove Boulevard curving to the left in a southwesterly direction having a radius of 885.00 feet and an arc length of 1,491.80 feet; thence
105. Continuing along said line of Locust Grove Boulevard, S 27 degrees 04 minutes 39 seconds E, a distance of 692.94 feet to the point and place of beginning.

Being known and designated as Locust Grove Farms - MF5 (Block 5, Lot 18.01) situated in the Township of Deptford and known as a portion of Block 5, Lots 2, 3, 7 & 16 and also shown on "Plan of Survey - Locust Grove Farm, MF-5, Block 5 - Lots 16.03 & 18.01," prepared by Kammerer Schweppenheiser Associates, Inc., dated October 8, 2001.

Note For Information Only:

The land referred to in this Commitment is commonly known as (or formerly known as) Block 5, Lot 18.01 on the Tax Map, Township of Deptford, in the County of Gloucester.