

BYLAWS OF
OAKHILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC.



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BYLAWS
OF
OAKHILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is OAKHILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 151 Sumner Avenue, Kenilworth, New Jersey 07033, but meetings of the members and directors may be held at the principal office or at such other places within the County of Warren, State of New Jersey, as may be designated by the Board of Trustees.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to the Oakhill at Independence Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Easements and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas and Facilities" shall mean all real property owned by the Association for the common use and enjoyment of the Owners as more particularly defined in the Declaration of Covenants, Easements and Restrictions.

Section 4. "Lot" shall mean and refer to any individual plot of land shown upon the recorded subdivision map of the property or upon any recorded plan approved pursuant to the Ordinances of the Township of Independence or any condominium unit located within Heritage Condominium, excepting therefrom the areas designated as Common Areas and Facilities. "Lot" when used for the purposes of assessment herein with respect to an Owner shall mean and refer to each residential Lot held pursuant to

deed as shown on said map. Each such Lot Owner shall be liable for and pay the assessments to the Association pursuant to the provisions of the Declaration of Covenants, Easements and Restrictions.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Annual Assessments" shall mean and refer to those fees or charges levied by the Association upon the Owner of each Lot for the purpose of adequately meeting expenses for the improvement and maintenance of the Common Areas and Facilities and areas within the jurisdiction of the Association and for the promotion and maintenance of the recreation, health, safety and welfare of the residents in the Properties.

Section 7. "Special Assessments" shall mean and refer to those fees or charges levied by the Association upon the Owner of each Lot for the purpose of capital improvements.

Section 8. "Declarant" shall mean and refer to the Bilby Developers, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 9. "Declaration" shall mean and refer to the Declaration of Covenants, Easements and Restrictions applicable to the Properties to be recorded in the Office of the Clerk of Warren County.

Section 10. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration, specifically the Owners of Lots in Georgian townhouse development, Williamsburg townhome development and Heritage condominium.

Section 11. "Common Easement" shall mean easements inuring to the benefit of all Owners and invitees and licensees which shall also be used by utility companies for purposes of

installation, maintenance and repair of all utility lines affecting the Properties, which easement includes those set forth on the subdivision map of the premises herein described filed or to be filed in the office of the County Clerk in the County of Warren, as well as all utility easements herein referred to.

Section 13. "Association's Properties" shall mean and refer to that certain real property to be conveyed to the Association, and such areas within the jurisdiction of the Association as set forth in the Declaration of Covenants, Easements and Restrictions filed or about to be filed in the Warren County Clerk's Office, and as set forth in these Bylaws or in applicable statutes and ordinances.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within two years from the date of incorporation of the Association or not later than thirty (30) days after fifty-one (51%) percent of the Lots have been sold and conveyed, whichever occurs first. Subsequent regular annual meetings of the Members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Trustees, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to each Member entitled to vote thereat,

addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to be cast, at least twenty-five percent (25%) of the total votes of Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Conduct of the Meeting. The order of business at the annual meeting of members or at any special meeting as far as practical shall be:

- (a) Call of the roll and certifying the proxies
- (b) Proof of notice of meeting and waiver of notice
- (c) Reading and disposal of any unapproved minutes
- (d) Appointment of judges of election, if appropriate
- (e) Election of Trustees, if appropriate
- (f) Receiving reports of officers
- (g) Receiving reports of committees
- (h) Old business

(i) New business

(j) Adjournment

ARTICLE IV

BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE:

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) Trustees.

Section 2. Term of Office. The term of the Board of Trustees shall be for a period of three years. Association Trustees shall be elected by the members of Georgian, Williamsburg and Heritage. Four Trustees shall be elected from the members of Georgian Townhouse Association; two Trustees shall be elected from the members of Williamsburg Townhouse Association; and three Trustees shall be elected from the members of Heritage Condominium Association. At least one Trustee elected from each of Georgian, Williamsburg and Heritage shall be members of the Board of Trustees of their respective Associations.

Section 3. Removal. Any Trustee may be removed from the Board, with or without cause, by a majority of the Members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the Members of the association from which he was elected and shall serve for the unexpired term of his predecessor. In the event a Trustee shall cease to be a Member, his term as Trustee shall automatically terminate. When a Member of the Board of Trustees who has been elected by Owners other than the Declarant is removed or resigns, that vacancy shall be filled by an Owner other than the Declarant.

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.

Section 5. Action taken Without a Meeting. The Trustees shall have the right to take any action in the absence

of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE V

ELECTION OF TRUSTEES

Section 1. Election. Members of the Board of Trustees shall be elected from the membership of Georgetown, Williamsburg and Heritage pursuant to the provisions contained in their respective Bylaws.

ARTICLE VI

MEETINGS OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held bi-monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next 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 Trustees, after not less than three (3) days notice to each Trustee.

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

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

(a) adopt and publish rules and regulations governing the ownership, use and maintenance of the Common Area, Common Easements and facilities, and the personal conduct of the

Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a Member of the Board of Trustees to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and further to contract with any person, firm or corporation upon such terms as it deems proper for the maintenance of the Common Areas and Facilities and Easement Areas;

(f) to take all reasonable action necessary to maintain, operate, preserve, improve and manage the Common Areas and Facilities and Easement Areas;

(g) to borrow, mortgage, lease to improve, preserve, maintain and manage the Common Areas and Facilities and Easements Areas.

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 the annual meeting of the Members, or at any

special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see 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;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each Annual Assessment period;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same or take any other action available pursuant to the laws of the State of New Jersey or as set forth in the Declaration.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and casualty insurance as provided in the Declaration;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area and Facilities, Easement Areas and certain elements of the Lots, as specified in the Declaration, to be maintained in accordance with these Bylaws, the requirements of applicable statutes of the State of New

Jersey and Ordinances of the Township of Independence, and the provisions of the Declaration.

(h) comply with all the terms, provisions, conditions and restrictions contained within the Declaration.

Section 3. Bonding. While the Declarant maintains the majority representation on the Board of Trustees, it shall post a fidelity bond or other guarantee acceptable to the Agency, in an amount equal to the annual budget. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for 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 of 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. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later

time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. 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:

PRESIDENT

(a) 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 leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The Vice-President shall act in the place and stead 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 of him by the Board.

SECRETARY

(c) 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 on all papers requiring said seal; 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 shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association including all assessments and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of same to each of the Members.

ARTICLE IX

COMMITTEES

The Board of Trustees shall appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual and Special Assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date the Association may bring an action at law against the Member personally obligated to pay the same or foreclose any lien which may arise

against any property for which assessments are not paid, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas and Facilities or Easement Areas or abandonment of his Lot. In addition, the Association shall also have the right to assess against the Lot Owner such penalties and charges as are specified in the Declaration.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Oakhill at Independence Homeowners Association, Inc."

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

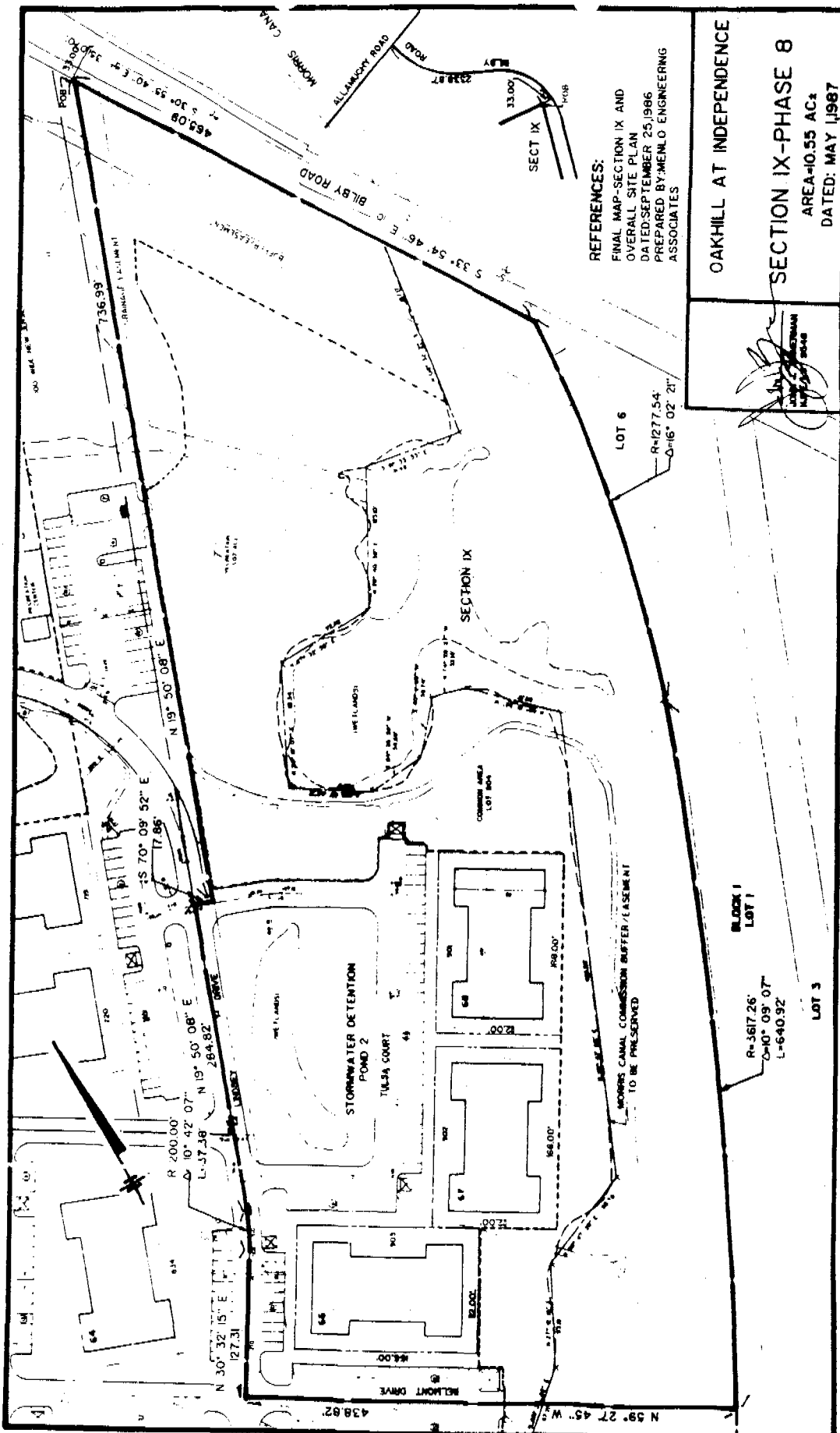
Section 2. These Bylaws may be amended, modified or supplemented from time to time by the Declarant when required by any governmental authority or by the requirements of any lending institution, title company or utility. No such amendment, modification or supplement shall be operative or effective until it is embodied in a recorded instrument which shall be recorded in the Office of the Clerk of Warren County in the same manner as the above mentioned Declaration of Covenants, Easements and Restrictions.

Section 3. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall be as determined by the Board of Trustees of the Association by appropriate resolution.



REFERENCES:
 FINAL MAP-SECTION IX AND
 OVERALL SITE PLAN
 DATED SEPTEMBER 25, 1986
 PREPARED BY: MENLO ENGINEERING
 ASSOCIATES

OAKHILL AT INDEPENDENCE
 SECTION IX-PHASE 8
 AREA=10.55 AC±
 DATED: MAY 1, 1987


 J. L. ...
 No. 127754

LOT 6
 R=1277.54'
 Δ=16° 02' 21"

BLOCK 1
 LOT 1
 R=3617.26'
 Δ=10° 09' 07"
 L=640.92'

LOT 3

MORRIS CANAL COMMISSION BUFFER/EASEMENT
 TO BE PRESERVED

STORMWATER DETENTION
 POND 2
 TULSA COURT

COMMON AREA
 LOT 10A

SECTION IX

SECT IX

BILBY ROAD

LUMPKIN ROAD

MORRIS CANAL

BEAUMONT DRIVE

438.82

N 59° 27' 45" W

BRIDGE FACILITY

736.99

465.08

S 30° 55' 40" E

350.00

N 19° 50' 08" E

17.86

S 70° 09' 52" E

284.92

N 19° 50' 08" E

10° 42' 07"

R 200.00'

L 37.38'

N 30° 32' 15" E

127.31

N 19° 50' 08" E

284.92

N 19° 50' 08" E

17.86

S 70° 09' 52" E

17.86

N 19° 50' 08" E

17.86

S 70° 09' 52" E

17.86

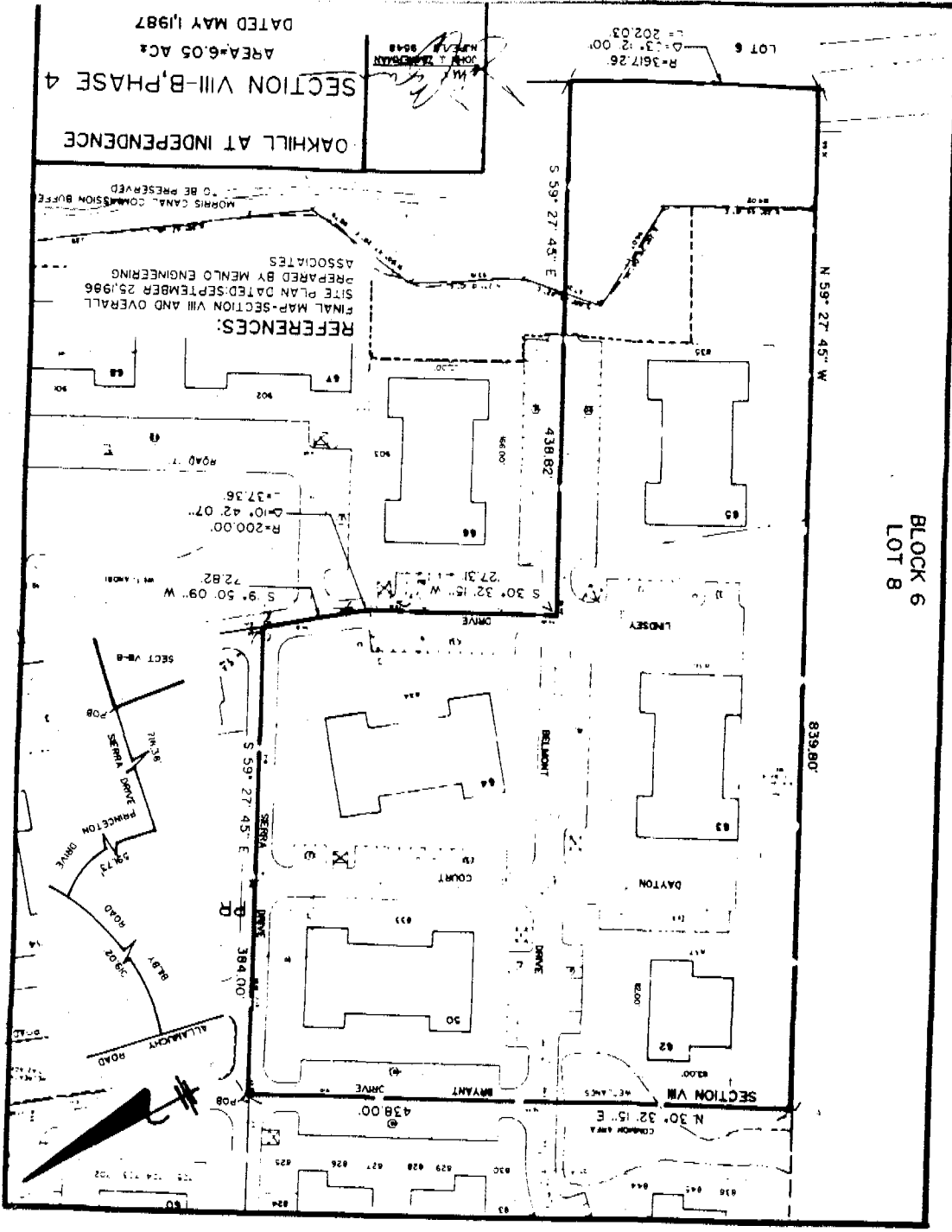
N 19° 50' 08" E

17.86

S 70° 09' 52" E

17.86

BLOCK 6
LOT 8



OAKHILL AT INDEPENDENCE
SECTION VIII-B, PHASE 4
AREA=6.05 AC±
DATED MAY 1, 1987

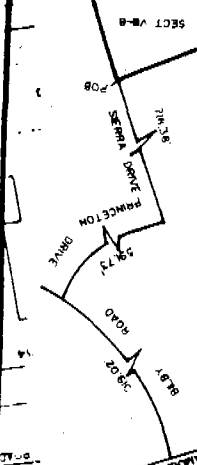
REFERENCES:
FINAL MAP-SECTION VIII AND OVERALL
SITE PLAN DATED: SEPTEMBER 25, 1986
PREPARED BY MENLO ENGINEERING
ASSOCIATES

R=200.00'
D=10° 42' 07"
L=37.36'
S 9° 50' 09" W
72.82'
S 30° 32' 15" W
27.31'

LOT 6
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L=23° 12' 00"
L=202.03'

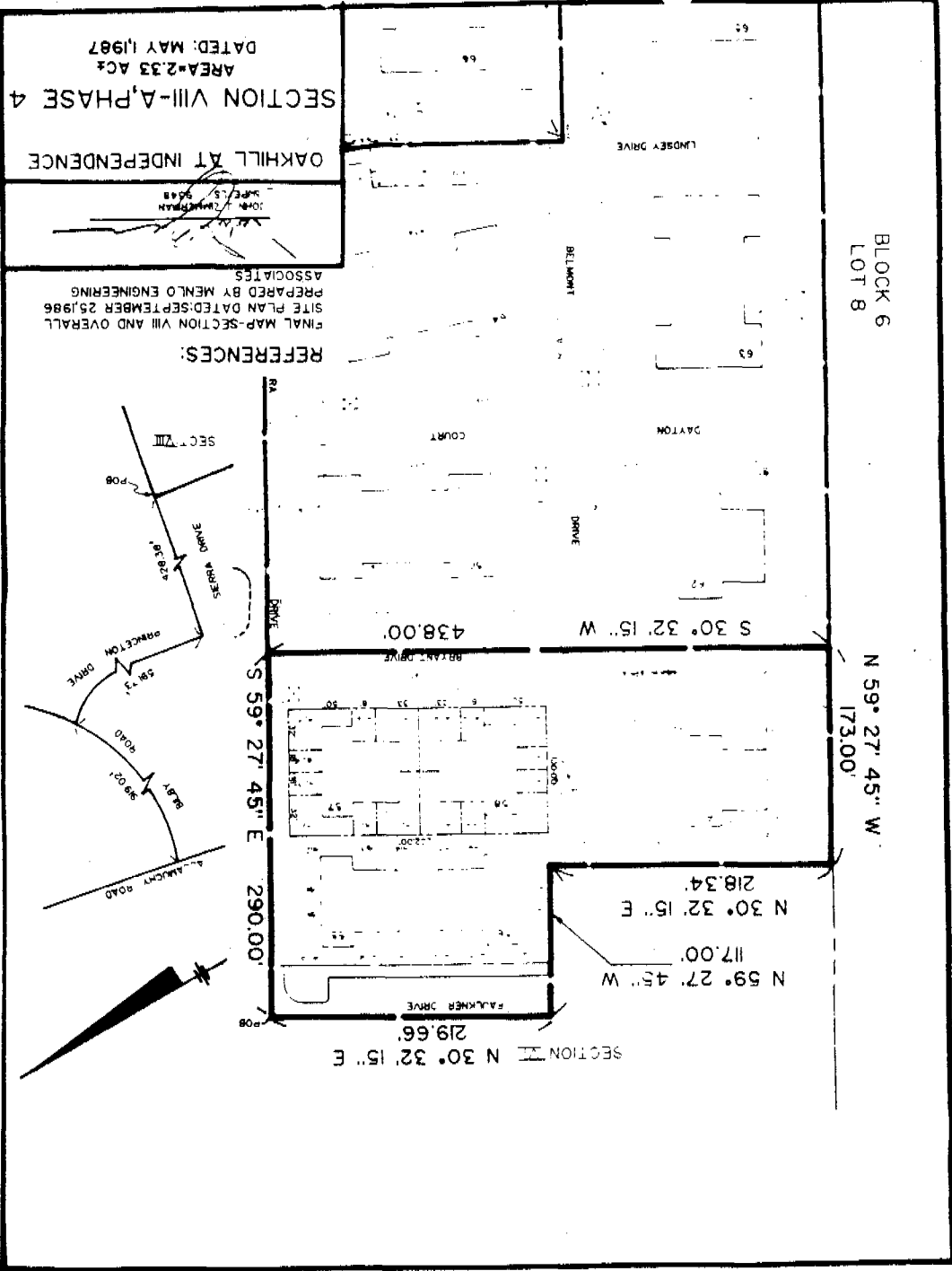
JOHN J. ZIMMERMAN
MAY 1987

MORRIS CANAL COMMISSION BUFFER
TO BE PRESERVED



BLOCK 6
LOT 8

N 59° 27' 45" W
173.00'



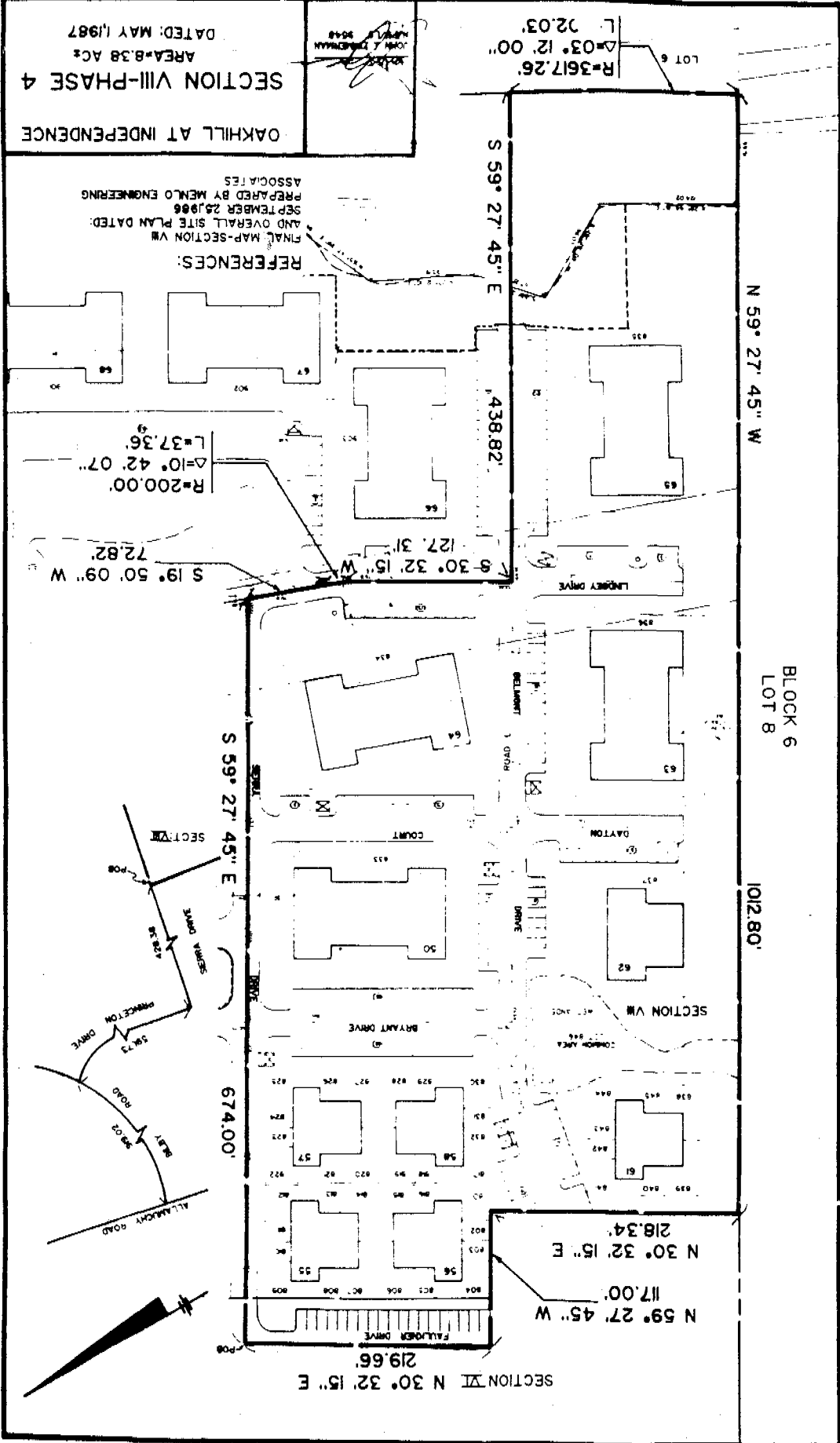
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FINAL MAP-SECTION VIII AND OVERALL
SITE PLAN DATED: SEPTEMBER 25, 1986
PREPARED BY: MENLO ENGINEERING
ASSOCIATES

(Signature)
DATE: MAY 1987

SECTION VIII-A, PHASE 4
AREA=2.33 AC±
DATED: MAY 1987

OAKHILL AT INDEPENDENCE



OAKHILL AT INDEPENDENCE
 SECTION VIII-PHASE 4
 AREA=8.38 AC±
 DATED: MAY 1, 1987

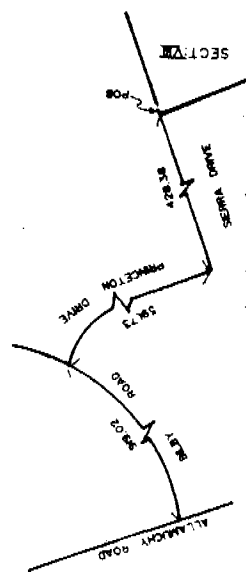
JOHN T. TROSTMAN
 MEASURED 1984

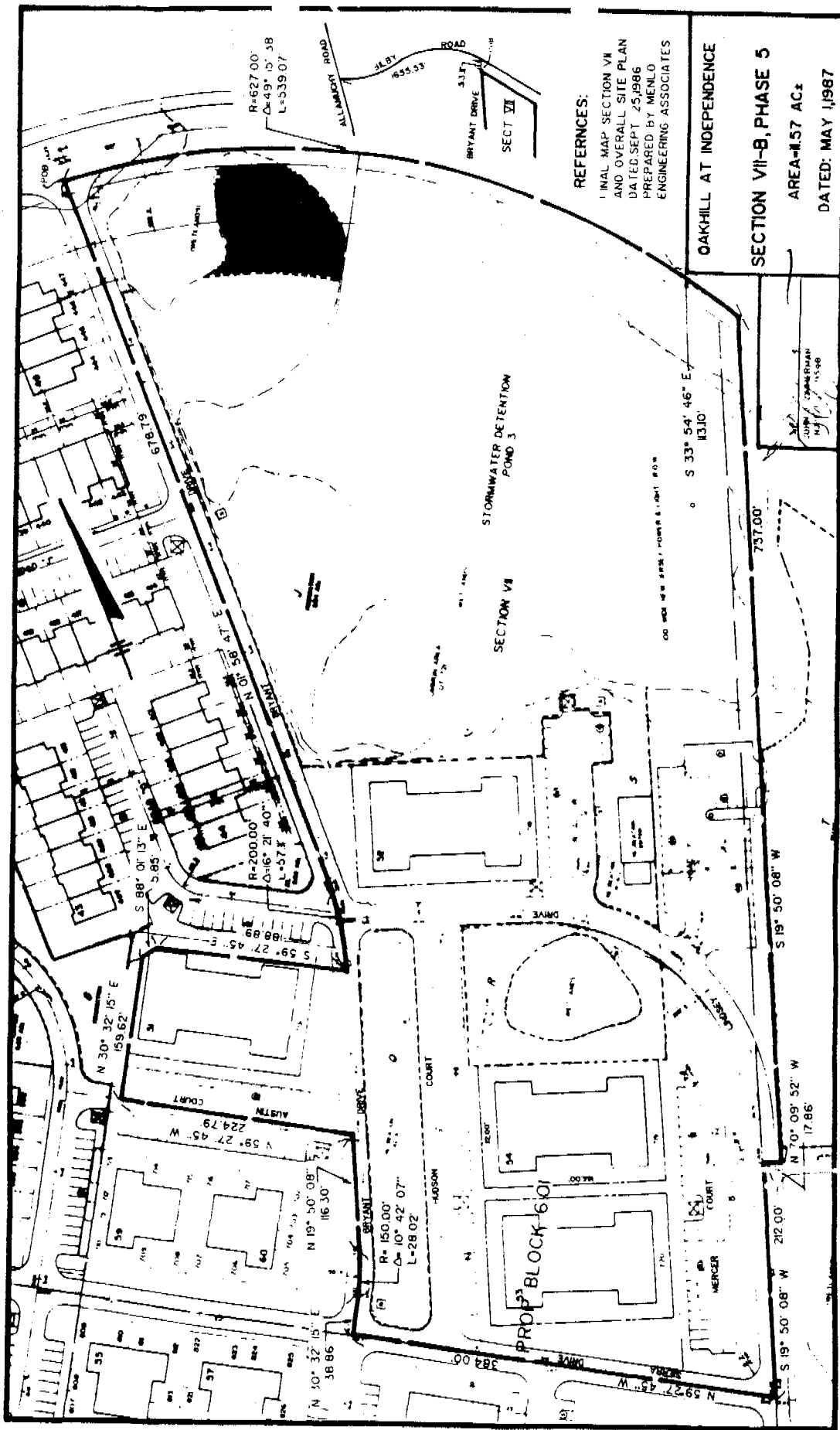
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 Δ=03° 12' 00"
 L=22.03'

REFERENCES:
 FINAL MAP-SECTION VII
 AND OVERALL SITE PLAN DATED:
 SEPTEMBER 25, 1986
 PREPARED BY MENLO ENGINEERING
 ASSOCIATES

R=200.00'
 Δ=10° 42' 07"
 L=37.36'

S 19° 50' 09" W 72.82'

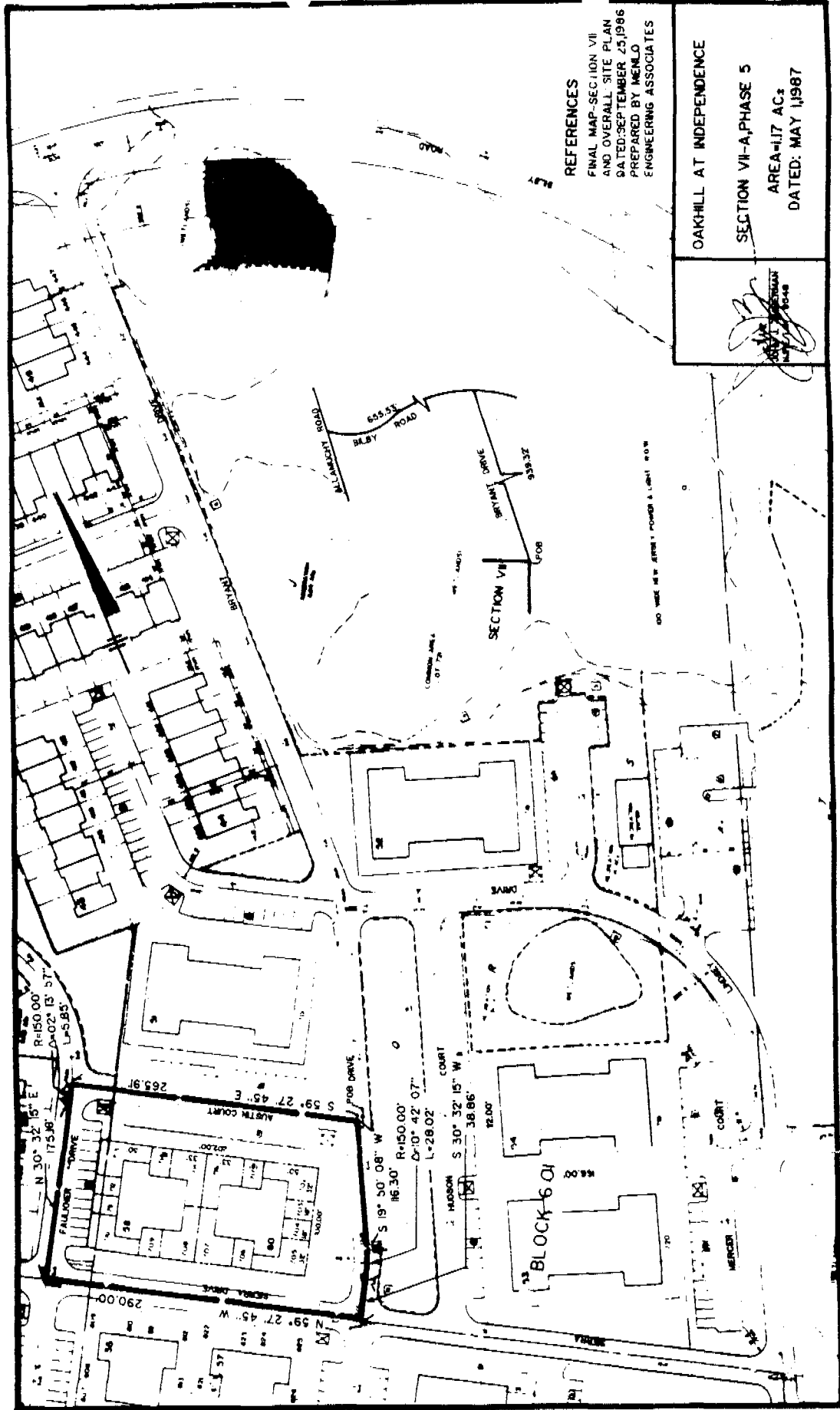




REFERENCES:
 1. FINAL MAP SECTION VII
 AND OVERALL SITE PLAN
 DATED SEPT. 25, 1986
 PREPARED BY MENLO
 ENGINEERING ASSOCIATES

OAKHILL AT INDEPENDENCE
 SECTION VII-B, PHASE 5
 AREA=1.57 AC±
 DATED: MAY 1, 1987

DATE: 5/1/87
 BY: [Signature]



REFERENCES
 FINAL MAP-SECTION VII
 AND OVERALL SITE PLAN
 DATED-SEPTEMBER 25/1986
 PREPARED BY MENLO
 ENGINEERING ASSOCIATES

OAKHILL AT INDEPENDENCE
 SECTION VII-A-PHASE 5
 AREA=117 AC.
 DATED: MAY 1/1987

[Signature]
 MENLO ENGINEERING ASSOCIATES
 100 WEST 14th STREET - PORTLAND, OREGON 97201

$R=150.00'$
 $\Delta=02^{\circ}13'57''$
 $L=58.85'$

$N 30^{\circ}32'15'' E$
 $175.98'$

$265.91'$

$S 59^{\circ}27'45'' E$

$290.00'$

$N 59^{\circ}27'45'' W$

$S 19^{\circ}50'08'' W$
 $16.30'$

$R=150.00'$
 $\Delta=10^{\circ}42'07''$
 $L=28.02'$

$S 30^{\circ}32'15'' W$
 $38.86'$

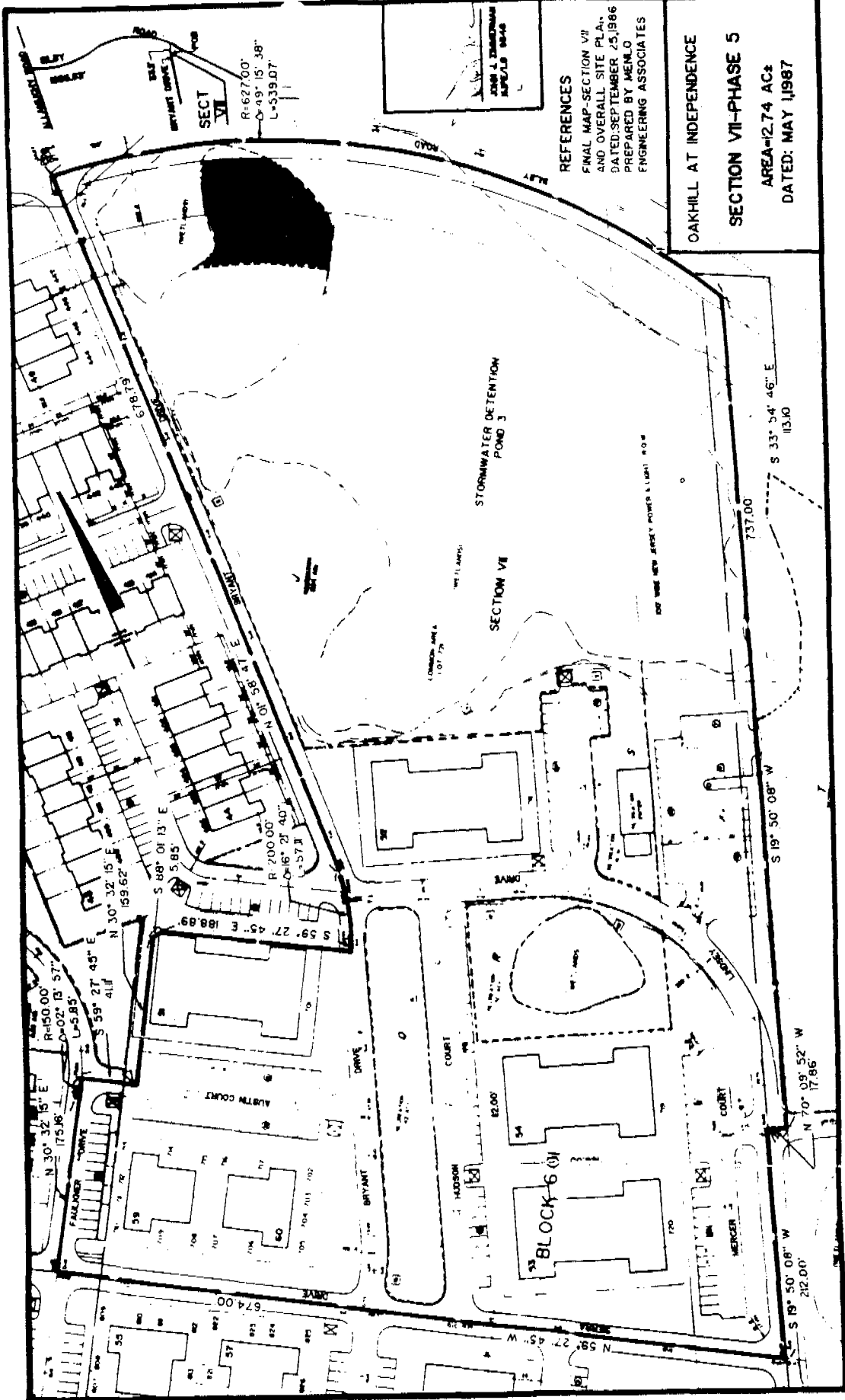
$12.00'$

$655.53'$

$939.32'$

$1.008'$

$12.00'$



REFERENCES
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 AND OVERALL SITE PLAN
 DATED: SEPTEMBER 25, 1986
 PREPARED BY MEMO
 ENGINEERING ASSOCIATES

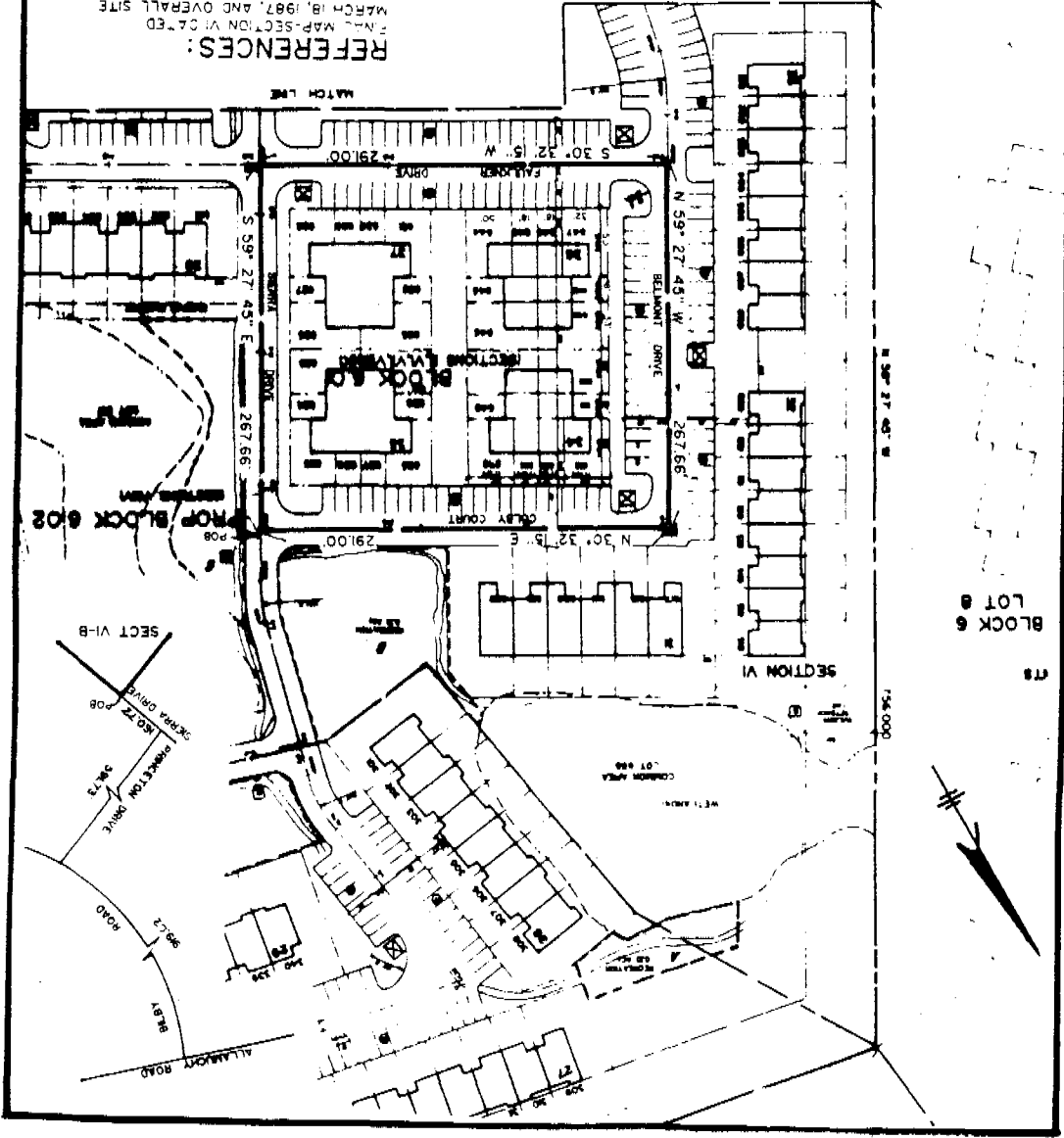
OAKHILL AT INDEPENDENCE
SECTION VI-PHASE 5
 AREA=12.74 AC±
 DATED: MAY 1, 1987



DAK HILL AT INDEPENDENCE
 SECTION VI-B, PHASE 3
 AREA-179 AC±
 DATED: MAY 1, 1987

JOHN J. ZIMMERMAN
 1987-05-01

REFERENCES:
 FINAL MAP-SECTION VI-DATED
 MARCH 18, 1987, AND OVERALL SITE
 PLAN DATED: SEPT. 25, 1986
 PREPARED BY: MENLO ENGINEERING
 1900117-23



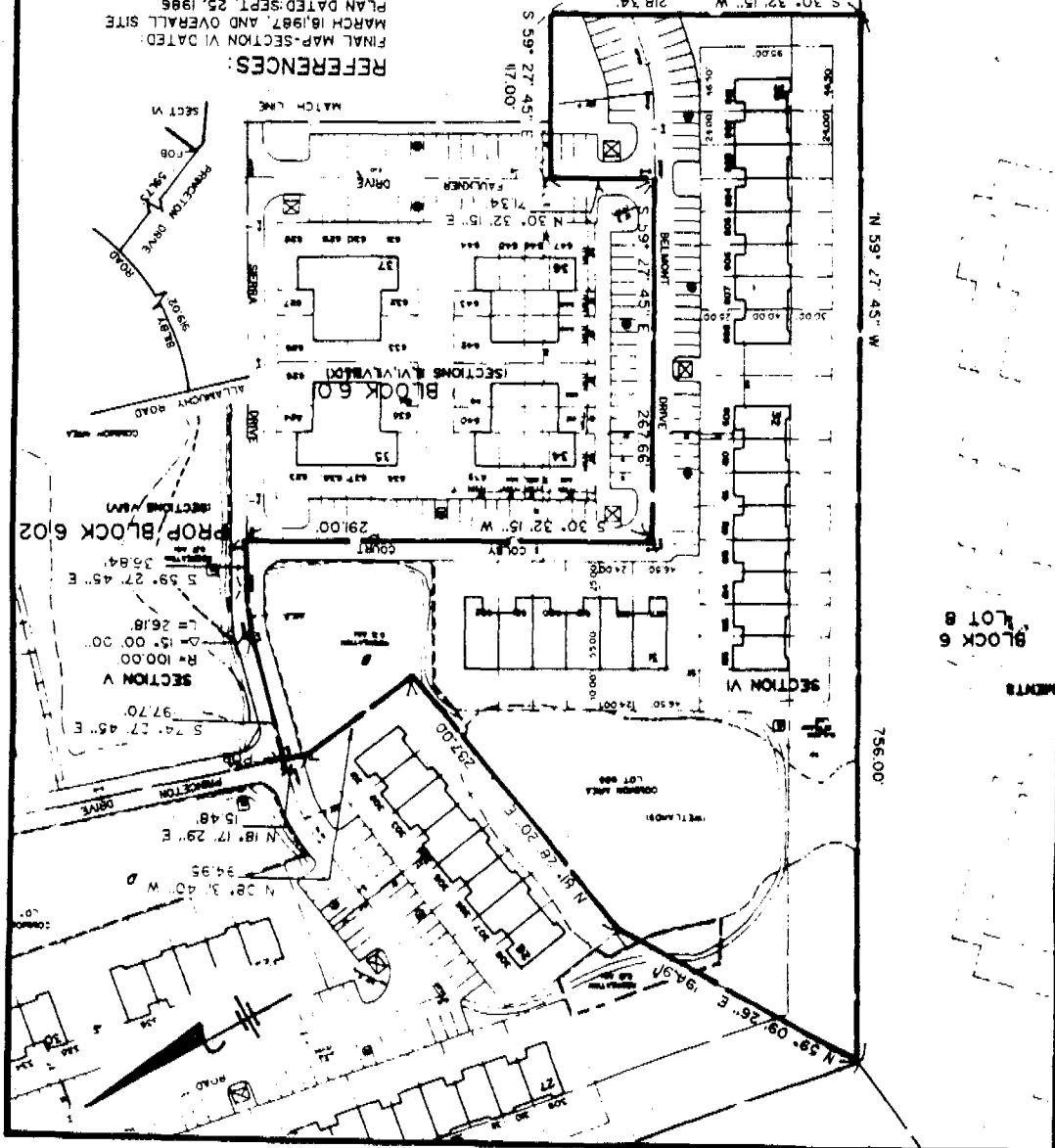
718
 BLOCK 6
 LOT 8



OAKHILL AT INDEPENDENCE
 SECTION VI-A, PHASE 3
 AREA 3.73 AC.
 DATED: MAY 1, 1987

JOHN J. ZIMMERMAN
 N.E. 15. 9348

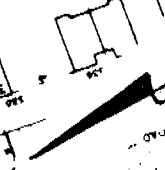
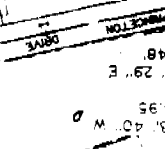
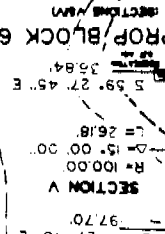
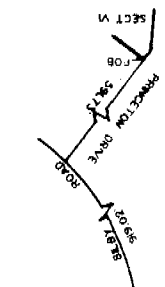
REFERENCES:
 FINAL MAP-SECTION VI DATED:
 MARCH 18, 1987, AND OVERALL SITE
 PLAN DATED: SEPT. 25, 1986
 PREPARED BY: MENLO ENGINEERING
 ASSOCIATES



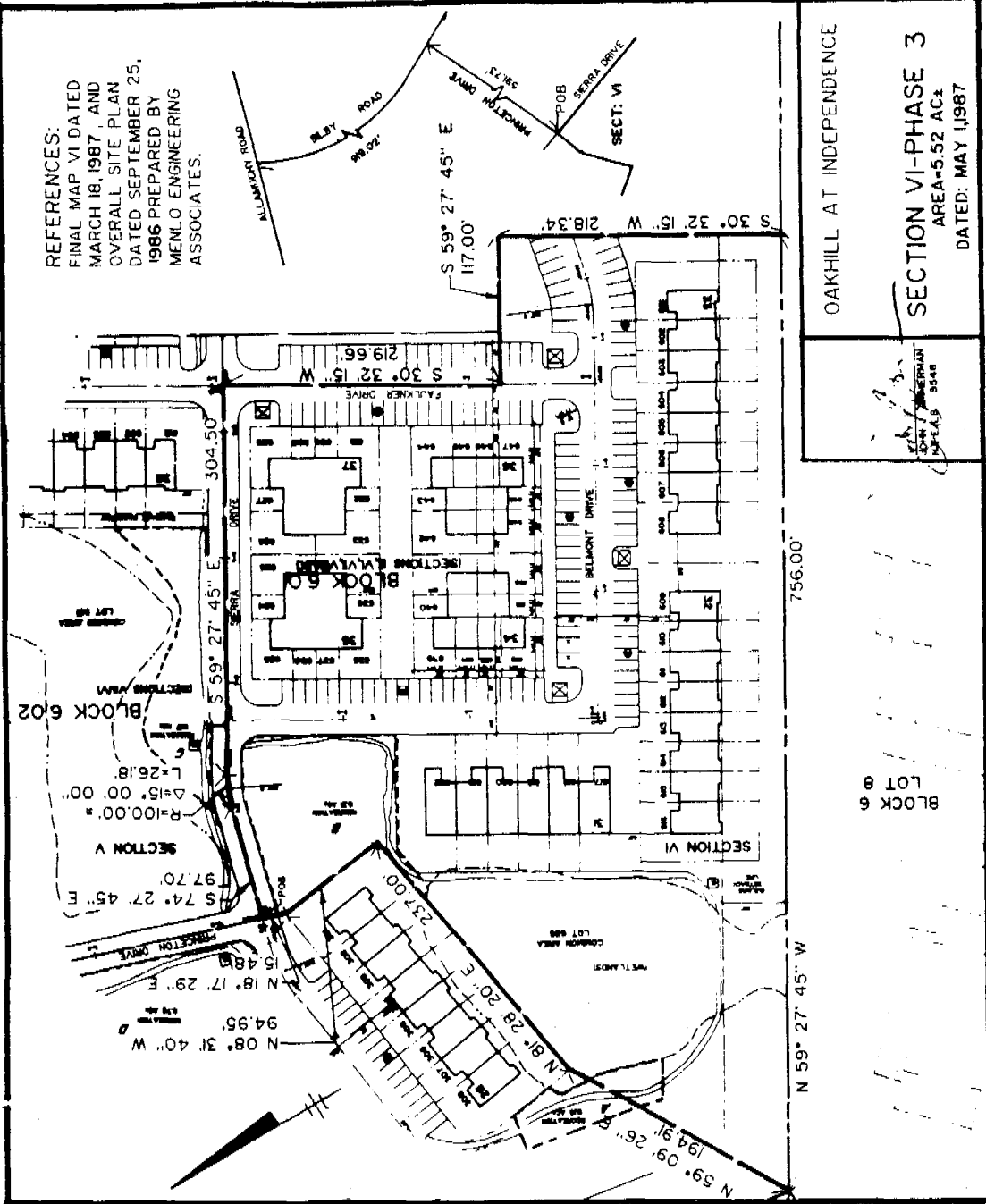
Block 6
 Lot 8

N 59° 27' 45" W

756.00



REFERENCES:
 FINAL MAP VI DATED
 MARCH 18, 1987, AND
 OVERALL SITE PLAN
 DATED SEPTEMBER 25,
 1986 PREPARED BY
 MENLO ENGINEERING
 ASSOCIATES.

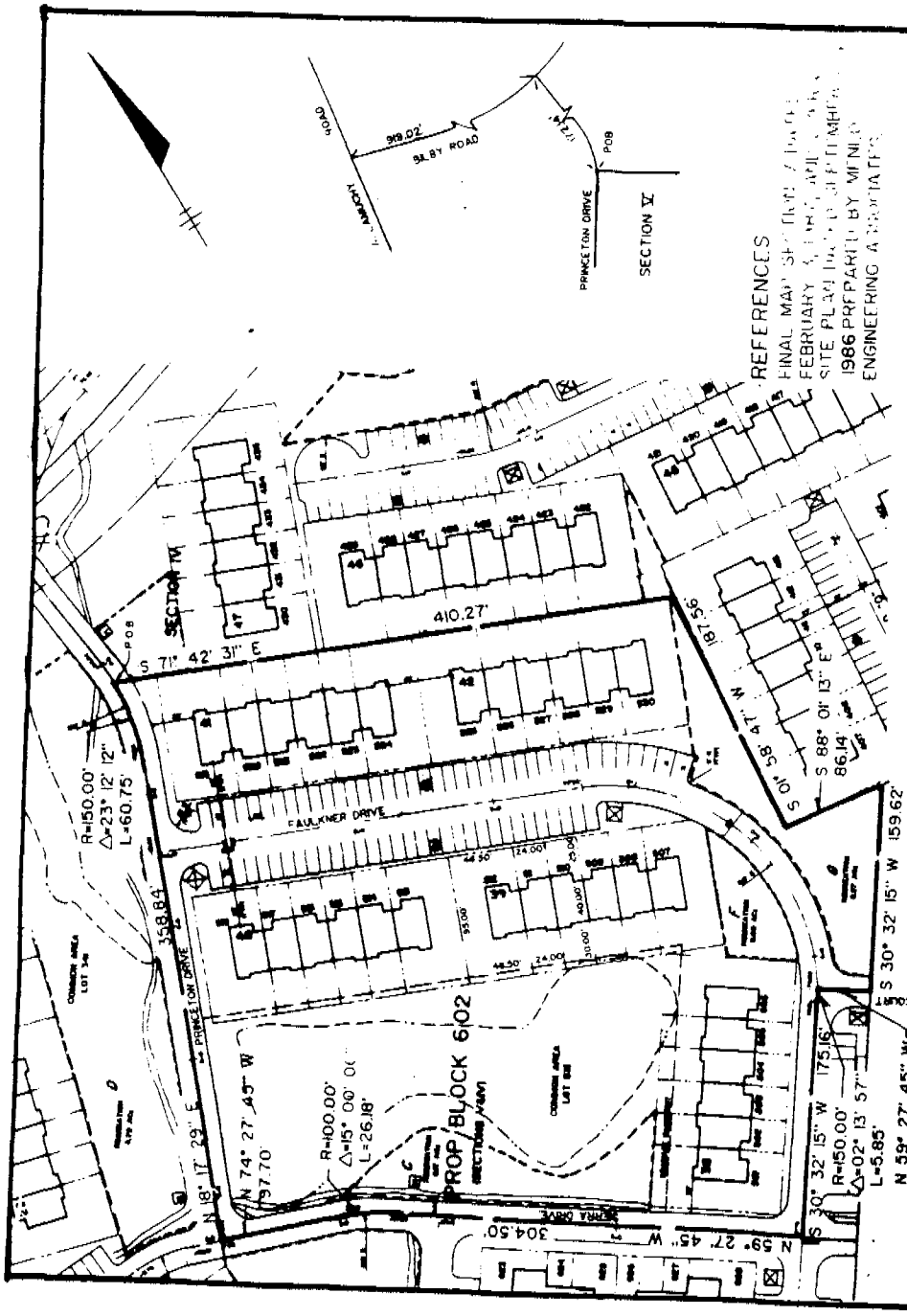


OAKHILL AT INDEPENDENCE

SECTION VI-PHASE 3
 AREA=5.52 AC±
 DATED: MAY 1, 1987

SEAL
 JOHN J. GREGORY
 M.P.E.A.S. 5548

756.00'
 N 59° 27' 45" W



REFERENCES
 FINAL MAP SHEET NO. 7 OF THE
 FEBRUARY 1986 MAP OF THE
 SITE PLAN FOR THE DEVELOPMENT
 1986 PREPARED BY MERRILL
 ENGINEERING ASSOCIATES

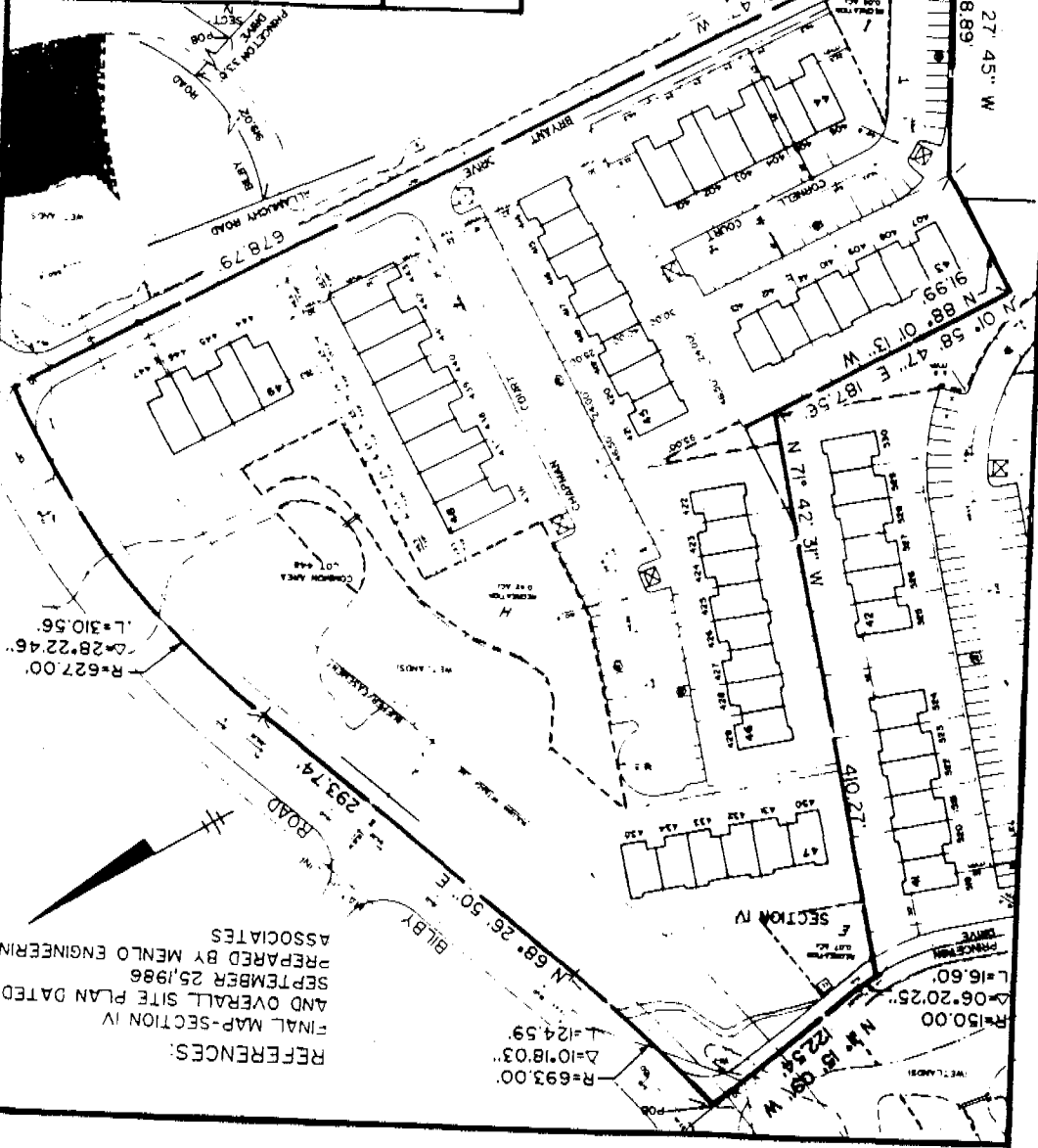
OAKHILL AT INDEPENDENCE
 SECTION V-PHASE 2
 AREA=4.62 AC±
 DATED: MAY 1, 1987



OAKHILL AT INDEPENDENCE
 SECTION IV-PHASE 6
 AREA=6.66 ACs
 DATED: MAY 1987

DR. CLIVERMAN
 APR 23 1987

R=200.00
 $\Delta=16^{\circ}21'40''$
 L=57.1'

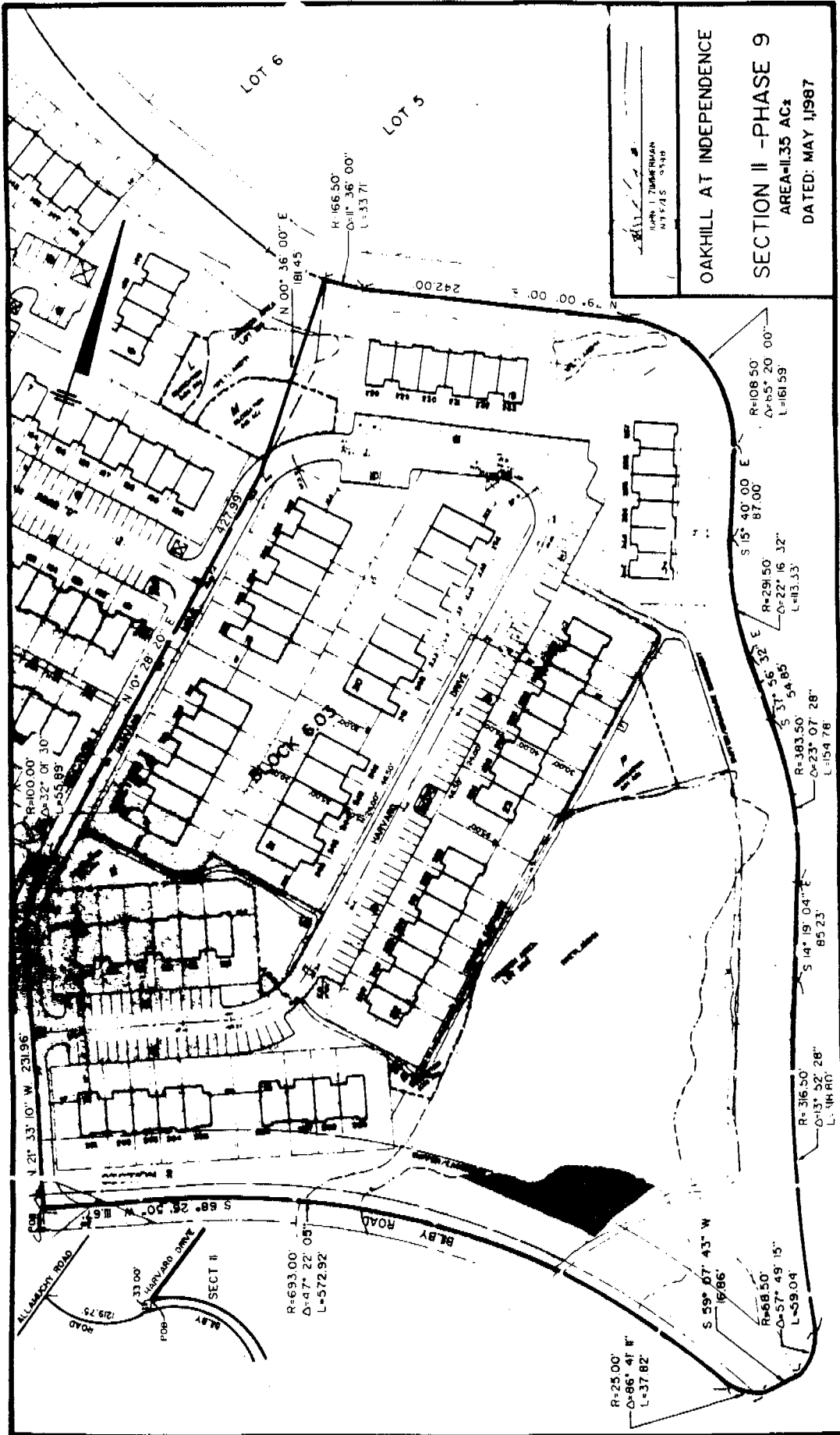


REFERENCES:
 FINAL MAP-SECTION IV
 AND OVERALL SITE PLAN DATED
 SEPTEMBER 25, 1986
 PREPARED BY MENLO ENGINEERING
 ASSOCIATES

R=693.00
 $\Delta=10^{\circ}18'03''$
 L=124.59'

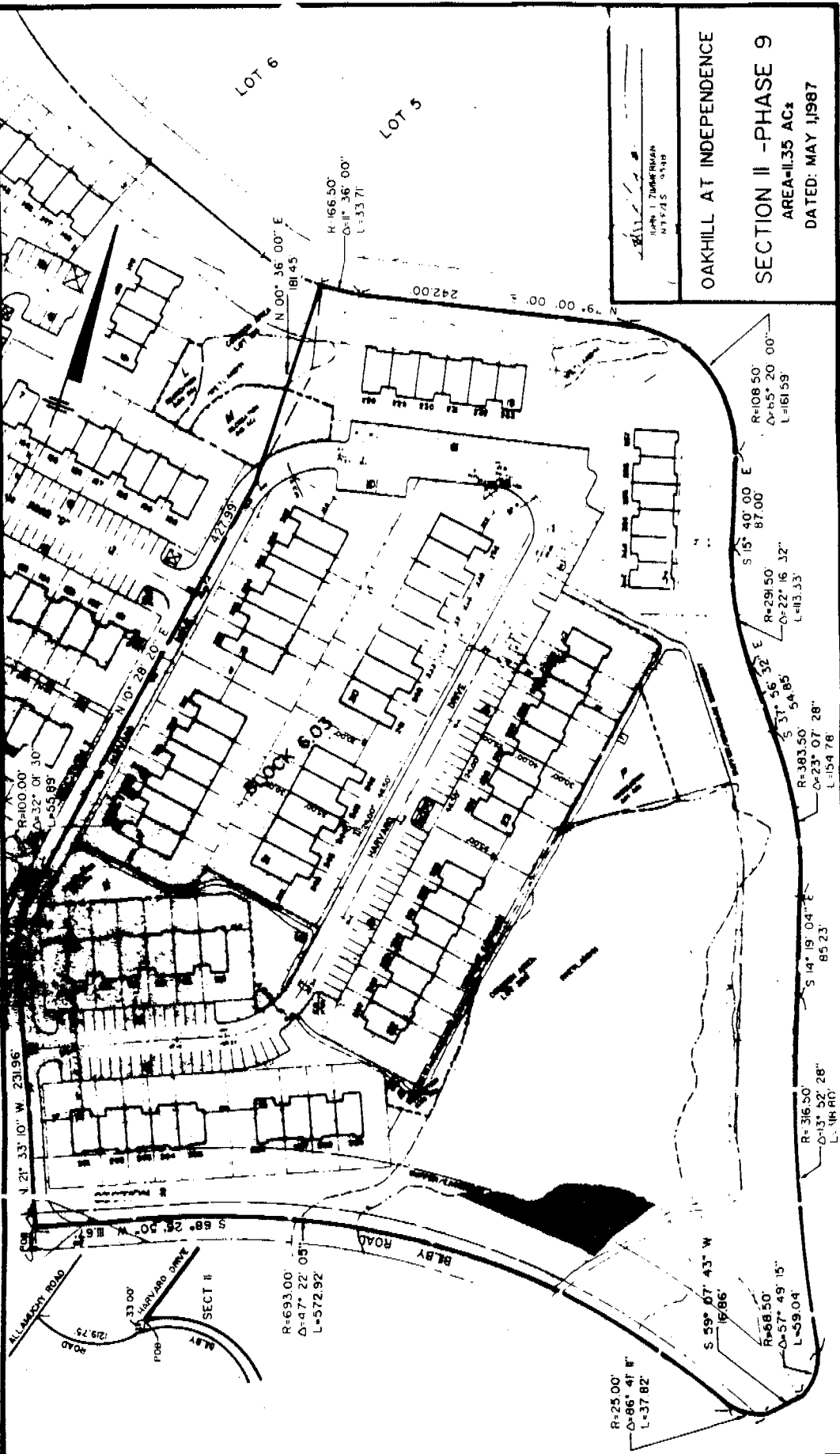
R=150.00
 $\Delta=06^{\circ}20'25''$
 L=16.60'

R=627.00
 $\Delta=28^{\circ}22'46''$
 L=310.56'



JOHN I. ZIMMERMAN
 CIVIL ENGINEER
 No. 1745 5380

OAKHILL AT INDEPENDENCE
SECTION II - PHASE 9
 AREA=11.35 AC±
 DATED: MAY 1, 1987



- 10) S 37° 56' 32" E, along an existing property line, 54.85' to a point and thence;
- 11) Along a curve to the right having a radius of 383.50', a delta of 23° 07' 28", and an arc length of 154.78' to a point and thence;
- 12) S 14° 19' 04" E, along an existing property line, 85.23' to a point and thence;
- 13) Along a curve to the left having a radius of 1316.50', a delta of 13° 52' 28", and an arc length of 318.80' to a point and thence;
- 14) Along a curve to the right having a radius of 58.50', a delta of 57° 49' 15", and an arc length of 59.04' to a point and thence;
- 15) S 29° 07' 43" W, along the westerly line of a 33' right-of-way, 16.86' to a point and thence;
- 16) Along a curve to the right having a radius of 25.00', a delta of 86° 41' 11", and an arc length of 37.82' to a point and thence;
- 17) Along a curve to the left in the northerly line of Bilby Road having a radius of 693.00', a delta of 47° 22' 05", and an arc length of 572.92' to a point and thence;
- 18) S 68° 26' 50" W, along said line, 111.67' to a point and true place of beginning.

The above described parcel contains 11.35 acres, more or less.

This description is prepared in accordance with a map about to be filed entitled, "Final Map-Section II", prepared by Menlo Engineering Associates, Inc., drawing FM-2.

RJG/rms
4/30/87
MEA #8537

MENLO
ENGINEERING
ASSOCIATES

Civil Engineers
Land Surveyors
Land Planners
Licensed in
New Jersey
New York
Pennsylvania
Connecticut
Maine
New Hampshire
Georgia

Legal Description
Block 6.03
Section II
Independence Township
Warren County, N.J.

Beginning at the centerline intersection of Allamuchy Road, also known as County Route 517, (a 66' right-of-way) with Bilby Road, (a 66' right-of-way), and running the following courses:

A) Along the centerline of Bilby Road, 1219.75' to a point and thence;

B) N 21° 33' 10" W, along the centerline of Harvard Drive, 33.00' to a point and the true place of beginning and running thence;

1) N 21° 33' 10" W, along the centerline of Harvard Drive, 231.96' to a point and thence;

2) Along a curve to the right having a radius of 100.00', a delta of 32° 01' 30", and an arc length of 55.89' to a point and thence;

3) N 10° 28' 20" E, along said centerline, 427.99' to a point and thence;

4) N 00° 36' 00" E, along a new line, 181.45' to a point and thence;

5) Along a curve to the left having a radius of 166.50', a delta of 11° 36' 00", and an arc length of 33.71' to a point and thence;

6) N 79° 00' 00" E, along an existing property line, 242.00' to a point and thence;

7) Along a curve to the right having a radius of 108.50', a delta of 85° 20' 00", and an arc length of 161.59' to a point and thence;

8) S 15° 40' 00" E, along an existing property line, 87.00' to a point and thence;

9) Along a curve to the left having a radius of 291.50', a delta of 22° 16' 32", and an arc length of 113.33' to a point and thence;

M
E
A

-2-

9) Along a curve to the left having a radius of 100.00', a delta of $32^{\circ} 01' 30''$, and an arc length of 55.89' to a point and thence;

10) S $21^{\circ} 33' 10''$ E, along said centerline, 231.96' to a point and the true place of beginning.

The above described parcel contains 10.76 acres, more or less.

This description is prepared in accordance with a map about to be filed, entitled "Final Map-Section I", prepared by Menlo Engineering Associates, Inc. drawing FM-1.

RJG/rms
4/30/87
MEA #8537

MENLO ENGINEERING ASSOCIATES, INC.

MIENLO
ENGINEERING
ASSOCIATES

Legal Description
Block 6.03
Section I
Independence Township
Warren County, N.J.

Civil Engineers
Land Surveyors
Land Planners
Licensed in
New Jersey
New York
Pennsylvania
Connecticut
Maine
New Hampshire
Georgia

Beginning at the centerline intersection of Allamuchy Road, also known as County Route 517, (a 66' right-of-way) with Bilby Road, (a 66' right-of-way) and running the following courses:

A) Along the centerline of Bilby Road, 1219.75' to a point and thence;

B) N 21° 33' 10" W, along the centerline of Harvard Drive, 33.00' to a point and the true place of beginning and running thence;

1) S 68° 26' 50" W, along the northerly line of Bilby Road, 182.07' to a point and thence;

2) Along a curve to the right having a radius of 627.00', a delta of 39° 17' 51", and an arc length of 430.04' to a point and thence;

3) N 10° 28' 20" E, along the common line between Block 6 Lot 3 and Block 6.03, 1153.63' to a point and thence;

4) Along a curve to the left having a radius of 516.50', a delta of 25° 06' 22", and an arc length of 226.32' to a point and thence;

5) S 69° 24' 00" E, along an existing property line, 134.00' to a point and thence;

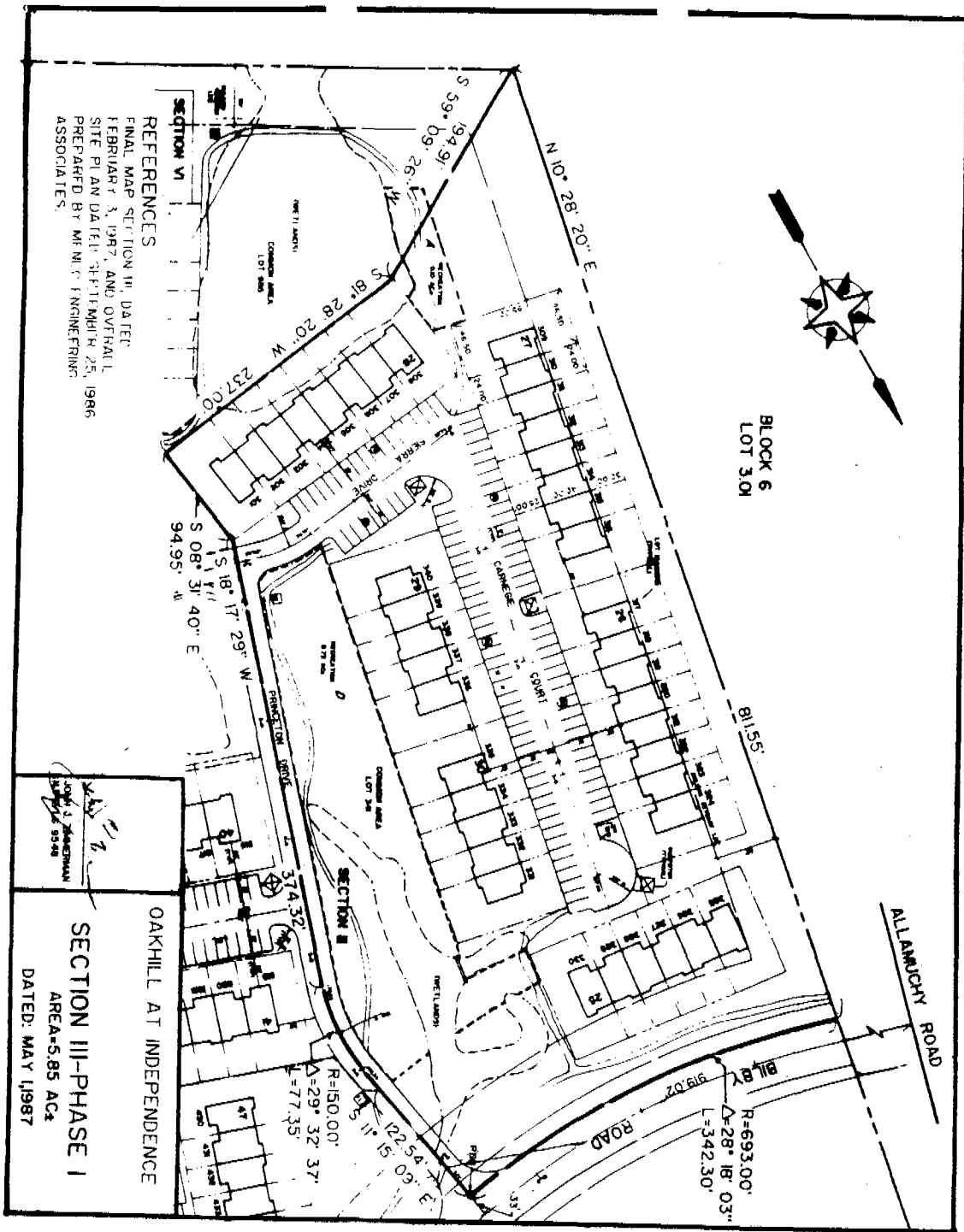
6) Along a curve to the left having a radius of 166.50', a delta of 20° 00' 00", and an arc length of 58.12' to a point and thence;

7) S 00° 36' 00" W, along a new line, 181.45' to a point and thence;

8) S 10° 28' 20" W, along the centerline of Harvard Drive, 427.99' to a point and thence;

261 Cleveland Avenue • Highland Park, NJ 08904 • 201 846-8585

SCHEDULE 4



REFERENCES
 FINAL MAP SECTION III, DATED
 FEBRUARY 3, 1987, AND OVERALL
 SITE PLAN DATED SEPTEMBER 25, 1986
 PREPARED BY MFM & ENGINEERING
 ASSOCIATES.

OAKHILL AT INDEPENDENCE
 SECTION III-PHASE I
 AREA=5.85 AC±
 DATED: MAY 1, 1987

SCHEDULE 2

ENGINEERING ASSOCIATES

Civil Engineers
Land Surveyors
Land Planners
Licensed in
New Jersey
New York
Pennsylvania
Connecticut
Maine
New Hampshire
Georgia

Legal Description
Block 6.01
Section III
Independence Township
Warren County, N.J.

Beginning at the centerline intersection of Allamuchy Road, also known as County Road 517, (a 66' right-of-way), with Bilby Road, (a 66' right-of-way), and running the following courses:

- A) Along the centerline of Bilby Road, 919.02' to a point and thence;
- B) S 11° 15' 09" E, along the centerline of Princeton Drive, 33.00' to a point and the true place of beginning and running thence;
 - 1) S 11° 15' 09" E, along the center line of Princeton Drive, 122.54' to a point and thence;
 - 2) Along a curve to the right having a radius of 150.00', a delta of 29° 32' 37", and an arc length of 77.35' to a point and thence;
 - 3) S 18° 17' 29" W, along said center line, 374.32' to a point and thence;
 - 4) S 08° 31' 40" E, along a new line, 94.95' to a point and thence;
 - 5) S 81° 28' 20" W, along a new line, 237.00' to a point and thence;
 - 6) S 59° 09' 26" W, along a new line, 194.91' to a point and thence;
 - 7) N 10° 28' 20" E, along the common line between Block 6 Lot 3.01 and Block 6.01, 811.55' to a point and thence;
 - 8) Along a curve to the left in the southerly line of Bilby Road, having a radius of 693.00', a delta of 28° 18' 03", and an arc length of 342.30' to a point and the true place of beginning.

The above described parcel contains 5.85 acres, more or less. This description is prepared in accordance with a map about to be filed, entitled "Final Map-Section III", prepared by Menlo Engineering Associates, Inc., dated February 3, 1987, drawing FM-3.

RJG/rms
Phase I-MEA #8537
March 18, 1987, Rev. 4/30/87

261 Cleveland Avenue • Highland Park, NJ 08904 • 201 846-8585