



Instr # 225184 MICHAEL J. GARVIN
 Recorded/Filed PLM Atlantic County Clerk
 09/28/2001 15:37 Bk 7050 Pg 1 of 5 JSN

DECLARATION AND AFFIRMATIVE COVENANT

This Declaration made this 31st day of January, 2001, by JSM at Timber Glen, LLC ("Declarant") a New Jersey Limited Liability Company having offices at 1260 Stelton Road, Piscataway, New Jersey, 08854.

WHEREAS, the Declarant and Timber Glen Condominium Association, Inc. ("Association"), have entered into a certain Settlement Agreement, dated January 31, 2001; and

WHEREAS, said Agreement imposes certain obligations upon the Declarant with respect to various portions of a certain residential community known as Timber Glen located in the Township of Hamilton, Atlantic County, New Jersey, all of which is more specifically described in Exhibit A attached hereto and made a part hereof (the "Development"); and

WHEREAS, Declarant, its successors or assigns, are to be responsible in perpetuity for the performance of such obligations, at its sole cost and expense.

NOW, THEREFORE, for and good valuable consideration, the receipt of which is hereby acknowledged, the Declarant, on behalf of itself, its successors or assigns hereby covenants and agrees to be responsible for the following in perpetuity from and after the date hereof:

1. Timber Glen Drive and Water Main. To maintain Timber Glen Drive and do all maintenance necessary for the upkeep of all of the Timber Glen Drive roadway, including snow plowing and resurfacing,

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 \$23.00
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together with the landscaping and the maintenance, repair, replacement of the existing water main to be installed by the Declarant within Phases III and IV along Timber Glen Drive and to be connected to the existing water main in Phases I and II. It is expressly understood that the Declarant shall not be responsible for any landscaping nor the maintenance, repair or replacement of the existing water mains within Phases I and II along Timber Glen Drive, all of which shall be the responsibility of the Association.

2. Sewerage Pump Station. To operate and maintain the existing sewerage pump station which services the Development and for any repair, replacement, upgrading or maintenance of such facility that may be reasonably necessary.

3. Phase III and IV Amenities. To permit the residents of Phases I and II of the Development to use without charge, all common amenities to be constructed in Phases III and IV of the Development with the exception of the pool and clubhouse, all subject to any rules and regulations applicable to the residents of Phases III and IV.

4. The foregoing obligations of the Declarant shall run the land but shall terminate automatically as to the Declarant upon (a) the conveyance of all of the Declarant's right, title and interest in and to Phases III and IV to an independent third party which expressly assumes all of such obligations in perpetuity or (b) the express assumption of all of said obligations in perpetuity by any

homeowners association(s) that may be established for Phases III and/or IV of the Development, whichever event shall first occur. Moreover, any homeowners association(s) for Phases III and IV shall be deemed to have expressly assumed all such obligation in perpetuity.

5. Successors and Assigns. This Agreement shall be binding upon all successors and assigns of the Declarant, including any homeowners association established for Phases III and/or IV of the Development.


IN WITNESS WHEREOF, the undersigned has executed this Agreement the date and year first above written.

Witness:

JSM AT TIMBER GLEN, LLC

BY:


SHERYL WEINGARTEN-MORRIS,
MANAGING MEMBER


JACK MORRIS, MANAGING MEMBER

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

I CERTIFY that on January 31, 2001, SHERYL WEINGARTEN-MORRIS, 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 instrument;

(b) this instrument was signed by Jack Morris who is the Managing Member of JSM at Timber Glen, JJW The entity named in this instrument, and was fully authorized to and did execute this instrument as the act of the entity; and,

(c) the subscribing witness signed this proof under oath to attest to the truth of these facts; and

(d) this instrument was executed as the act of the entity named in this instrument.

Signed and sworn to before me on
January 31, 2001.



(Print Name and Title Below)

Doris E. Soltis
Notary Public of New Jersey
My Commission expires: 6/15/05




(Print Name of Subscribing Witness Below)
Sheryl Weingarten-Morris

The undersigned hereby consents to the foregoing Declaration and Affirmative Covenant and agrees to assume all responsibility for the landscaping and water main located along that portion of Timber Glen Drive in Phases I and II of the Development as stated in said Paragraph 1 of said Declaration and Affirmative Covenant.

TIMBER GLEN CONDOMINIUM ASSOCIATION, INC.

BY:



STATE OF NEW JERSEY

COUNTY OF *Atlantic*

I CERTIFY that on *January 31, 2001* *Joseph Guarino*
personally came before me and stated under oath to my satisfaction
that:

(e) this person was the subscribing witness to the signing of the attached instrument;

(f) this instrument was signed by *Andrew Kerstein* who is *President* of *Association*. The entity named in this instrument, and was fully authorized to and did execute this instrument as the act of the entity; and,

(g) the subscribing witness signed this proof under oath to attest to the truth of these facts; and

(h) this instrument was executed as the act of the entity named in this instrument.

Signed and sworn to before me on *31st day of January, 2001*
(Date)

Pearl DelCorio

(Print Name and Title Below)

Joseph Guarino

(Print Name of Subscribing Witness Below)

PEARL DELCORIO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 13, 2003

*R & R
Edgewood Properties Inc
1260 Stelton Rd
Piscataway, NJ 08854
Attn: Cheryl A. Kingarter Esq*

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