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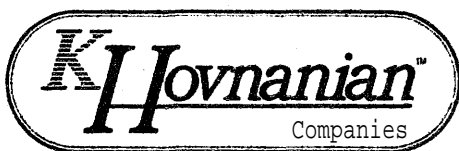
Piscataway

21-Mar-1988

Letter from Hovnanian containing a  
table of contents to the changes  
in their expert report

pgs = 3

ML000568L


**K. HOVNANIAN COMPANIES OF NEW JERSEYJNC.**

10 HIGHWAY 35, P.O. BOX 500, RED BANK, NEW JERSEY 07701 D (201) 747-7800

March 21, 1985

Barbara J. Williams, Esq.  
 Constitutional Litigation Clinic  
 State University of New Jersey Rutgers  
 School of Law Newark  
 SI Newhouse Center for Law & Justice  
 15 Washington Street  
 Newark, NJ 07102-3192

RE: Society Hill at Piscataway  
 Piscataway, New Jersey

Dear Ms. Williams:

In accordance with the conference telephone conversation with yourself, Mr. Alan Mallach and myself on March 19, 1985, please find enclosed the following:

1. "Redlined" copy of the Affordable Housing Plan revised March 20, 1985 showing in "yellow" the additions and in "red" the deletions the following changes:
  - a) cover added the Constitutional Clinic;
  - b) p. 5 (Conceptual) - revised "D" to be more consistent with actual Plan;
  - c) cover of (Plan) added Constitutional Clinic;
  - d) p. 2 (Plan) -
    - i) eliminated individual buyer fixed rate mortgage;
    - ii) replaced certification and verification of interest rate by r.e. Scott with one by the Agency; and
    - iii) 7h% changed to 5%
  - e) p. 3 - maximum lease term language eliminated;
  - f) p. 4 (Plan) -
    - i) same changes as p. 2 above; and
    - ii) corrected sales prices for 2 bedroom low income per letter of March 7, 1985
  - g) p. 5 - same as p. 3 above;
  - h) p. 7 - definition 1.13 - "area or Region" replaced with "PMSA";

- i) p. 7 - definition 1.20 - added "comprising of Hunterdon, Somerset, and";
- j) p. 8 - definition 1.22 - "area or Region" replaced with "PMSA";
- k) p. 9 - definition 1.26 - clarified that 94% of the income limits are used for the purpose of calculating the sales prices while 100% of the income limits are used for the purpose of qualifying prospective buyers by income;
- l) p. 10 - definition 1.26 - eliminated use of commutershed after July 31, 1990;
- m) p. 12 - deleted "not to exceed one year";
- n) p. 13 - clarified that the condominium assessment on any given Affordable Condominium is limited to 33% of the assessment which would have been levied had all units (both Market and Affordable) been assessed equally; and
- Y o) p. 20 - made termination and forfeiture of interest for violation of Plan at the option of the Agency.

- 2. "Clean" copy of the Plan as revised March 20, 1985, and
- 3. Proposed Consent Order.

By this letter, we would ask all parties to review the above and if same meets with their approval, execute the Consent Order and return the original of their executed Consent Order to us attention to myself. I will then circulate one copy of the Consent Order for everyones signature and forward same to the Honorable Eugene Serpentelli, J.S.C. for review by the Court.

We are planning the grand opening of this development for April 13, 1985, therefore, we are in need of everyones executed Consent Order as soon as possible and by April 1, 1985 at the latest.

If you have any questions, or need to discuss this further, please do not hesitate to contact me. We wish to express our appreciation to you, Ms. Williams, and all parties for their cooperation and assistance in our efforts to develop this project and sell these 109 homes in compliance

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March 21, 1985  
Barbara J. Williams, Esq.

with the principles of Mt. Laurel II.

Very truly yours,

K. HOVNIANIAN COMPANIES OF NEW JERSEY, INC.,



Donald R. Dairies  
Associate Legal Counsel

DRD:jac

Enclosures

cc: Honorable Eugene Serpentelli, J.S.C.  
Peter S. Reinhart, Esq., Vice-President & Chief Legal Counsel, K. Hovnianian  
Companies of New Jersey, Inc.  
Douglas Wolfson, Esq., Greenbaum, Rowe, Smith, Ravin, Davis & Bergstein  
Philip Paley, Esq., Township Attorney, Township of Piscataway  
Chris Nelson, Esq., Planning Board Attorney, Township of Piscataway  
Michele Donato, Esq., Board of Adjustments Attorney  
Alan Mallach  
Richard Sealia