

FORRESTAL VILLAGE

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

PARCEL I (THE COMMONS AT PRINCETON LANDING)

(MASTER DEED)

DATED: May 24, 1988

Prepared By:

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SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

(MASTER DEED)

FOR

THE COMMONS AT PRINCETON LANDING

THIS DECLARATION, made this 24 day of May, 1988 by LANDING ASSOCIATES, a General Partnership, (hereinafter referred to as "Landing Associates") having an office at 1122 Clifton Avenue, Clifton, New Jersey 07013 (hereinafter referred to as the "Sponsor").

WHEREAS, Landing Associates, hereinafter referred to as Sponsor, is the owner of the fee simple title to those lands and premises in the Township of Plainsboro, County of Middlesex, State of New Jersey, more particularly described In Exhibit A-l(b)-l attached hereto and made a part hereof, which lands comprise an area of approximately 8.660 acres In the aggregate; and

WHEREAS, said lands and premises Include an apartment complex in which are located 120 apartments, a children's play area, an outdoor swimming pool, together with certain other facilities, driveways, walkways and other improvements, all as more particularly shown on a site plan prepared by Landing Associates, dated March 28, 1986, and attached hereto and made a part hereof as Exhibit A-l(b)-2 and on those certain architectural plans attached hereto and made a part hereof as Exhibits A-l(b)-3; and

WHEREAS, It is the Intention of the Sponsor to establish the condominium form of ownership for the lands and premises described in Exhibit A-l(b)-l pursuant to the provisions of the New Jersey Condominium Act, (N.J.S.A. 46:8B-1 et seq.) under the name of The Commons at Princeton Landing (hereinafter referred to as the "Condominium"); and

WHEREAS, Sponsor intends that the Property so described become subject to the Forrestal Village DECLARATION OF COVENANTS AND RESTRICTIONS dated November 6, 1979 In the Office of the Clerk of Middlesex County on February 7, 1980 In Book 3131, Page 93(c) and amendments thereto, and to the provisions hereinafter set forth which created the Forrestal Village Community Services Association, Inc. the entity which will manage and control the premises and the units in said premises will hereafter be referred to as "the Homeowners Association."

NOW THEREFORE, Sponsor hereby declares that all of the Property described above, together with such which additions may hereafter be made thereto as provided In Article I, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Forrestal Village DECLARATION OF COVENANTS AND RESTRICTIONS, dated November 6, 1979 and amendments thereto, and subject to the covenants, restrictions, easements, charges and liens set forth herein.

ARTICLE I

GENERAL DESCRIPTION OF CONDOMINIUM

SECTION 1. DESCRIPTION. The Condominium will Include generally the lands and premises described in Exhibit A-l(b)-l consisting of approximately 8.660 acres, together with a swimming pool within the parcel, and all other improvements as shown on Exhibit A-l(b)-2, all rights, roads and appurtenances belonging or appertaining. Each Unit is identified by (I) a number which indicates the Building in which it is situated; (II) a number which indicates the floor of the Building in which it is situated; and (III) a two (2) number combination which indicates the number of the unit in the particular building (except for the townhouse units wherein numbers (1) and (11) above are duplicated).

SECTION 2. DEFINITIONS.

- (I) Association means the Forrestal Village Community Services Association, Inc.
- (II) Board of Directors means the Board of Directors of the Forrestal Village Community Services Association, Inc.

ARTICLE II

DESCRIPTION OF UNITS

SECTION 1. DESCRIPTION. Each Unit is intended to contain all space within the area bounded by the interior surface of the perimeter walls of such Unit and the lowest floor and the uppermost ceiling of such Unit as follows:

BOTTOM: The bottom is an imaginary horizontal plane through the lowest point of the exterior surface of each portion of the subfloor immediately beneath the Unit, extending in every direction to the point where it closes with a side of such Unit.

TOP: The top of each Unit is an imaginary plane along and coincident with the unfinished and unexposed surface of the gypsum board or other material which forms the uppermost ceiling of the Unit, extending in every direction to the point where it closes with every side of such Unit.

SIDES: The sides of each Unit are coincident with the unfinished and unexposed surface of the gypsum board or other material of those perimeter walls which directly separate one (1) Unit from another and with the unfinished and unexposed surface of the gypsum board or other material of those perimeter walls which are exterior walls of the Building, or which separate the Unit from corridors, stairs, or other Common Areas. Where no wall exists, the side is an imaginary vertical plane along and coincident with the exterior surface of the windows, sliding glass doors or doors located on the perimeter of such Unit. The sides of each such Unit are bounded by the bottom and top of the Unit.

Each Unit also includes all appliances contained in the Unit at the time of the recordation of this Declaration, fixtures, doors, windows, interior walls and partitions, gypsum board and/or other facing material on the walls and ceilings thereof, the inner decorated and/or finished surface of the floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding, if any) and all other improvements located within each Unit described, which are exclusively appurtenant to such Units, and shall include, but not be limited to, the following individual appurtenances to the extent that same serve each individual Unit only and not any other Unit or any portion of the Common Areas:

(a) So much of the common ventilating system as extends from the interior surface of the walls, floors or ceilings into the Unit;

(b) So much of the common plumbing system as extends from the interior surface of the walls, floors or ceilings into the Unit;

(c) All electrical and cable television wire which extend from the interior surface of the walls, floors or ceilings into the Unit and all fixtures, switches, outlets and circuit breakers;

(d) All equipment, appliances, machinery, mechanical, heating, air-conditioning or other systems which serve the Unit exclusively, whether or not same are located within the Unit; and

(e) All windows, window frames, doors and door frames located within the Unit.

Interior partitions or nonloadbearing walls within the confines of each Unit, or common walls between two (2) Units, may, from time to time be removed or replaced, subject to the prior written approval of the Board. In the event a Unit Owner does remove or replace any or all such interior partitions or walls, no amendment of the Declaration will be required. No Unit may be physically partitioned or subdivided without the prior written approval of Sponsor, so long as it holds title to any Unit. The Homeowners Association, Institutional Lenders, Sponsor with respect to Permitted First and Second Mortgages held by it, and all other holders of Permitted First Mortgages.

Sponsor shall upon the recording of this Declaration be the Owner of every Unit within the Condominium, including its appurtenant percentage interest in the Common Areas, regardless of type, and shall have the right to sell and convey, lease, or otherwise dispose of each such Unit, in accordance with law, as it may deem appropriate in its sole discretion. This right shall include the right to lease any of such Units to the Homeowners Association, whether or not controlled by the Sponsor, for use by the Unit Owners or in furtherance of the purposes and powers of the Homeowners Association.

ARTICLE III

DESCRIPTION OF GENERAL AND LIMITED COMMON AREAS

SECTION 1. GENERAL COMMON AREAS. All appurtenances and facilities and other items which are not part of the Units hereinbefore described in Article II or part of the Limited Common Areas hereinafter described in

Section 2 shall comprise the General Common Areas. The General Common Areas shall include by way of description but not by way of limitation:

- (I) All lands and premises described in Exhibit A-I(b)-1 whether improved or unimproved; and
- (II) All foundations, columns, gutters, beams, structural and bearing parts; and
- (III) All portions of the exterior walls of the Building beyond the unexposed face of the gypsum wallboards; and
- (IV) All portions of the walls and partitions separating the Units or Limited Common Areas or Common Areas located beyond the unexposed face of the gypsum wallboards enclosing the Unit; and
- (V) All concrete floors and ceilings, except the finished surfaces thereof located between the structural concrete floor slab and the structural concrete ceiling slab within the Units (except that in the case of Units located on the third floor, all space between the unexposed surface of the gypsum wallboard ceiling and the roof shingles shall be included as part of the Common Areas); and
- (VI) All doors and windows not contained in Units; and
- (VII) All private driveways, curbs, sidewalks, walkways and parking areas on the Property, subject to the easements and provisions set forth in Article VI hereof; and
- (VIII) Lawn areas, yards, shrubbery, and exterior conduits, utility lines, underground sprinkler systems and waterways, subject to the easements and provisions set forth In Article VI hereof; and
- (IX) Public connections and meters and rooms for electricity, telephone and water not owned by the public utility or other agencies providing such services; and
- (X) Exterior lighting and other facilities necessary to the upkeep and safety of the Property, including all common electronic security systems; and
- (XI) Roof, halls, corridors, lobbies, stairs, storage areas, stairways entrances to and exits from the Building; and
- (XII) Trash rooms, storage rooms, mechanical rooms, laundry rooms, if any; and
- (XIII) The outdoor swimming pool and children's play area; and
- (XIV) Any easement or other right which may now or hereafter be granted for the benefit of the Unit Owners or others for access to or use of the General or Limited Common Areas or for any other purpose beneficial to the Unit Owners; and
- (XV) All tangible personal property required for the operation, maintenance and administration of the Condominium which may be owned by the Association; and
- (XVI) All other facilities or elements or any improvement upon the Property which are necessary or convenient to the existence, management, operation, maintenance and safety of the Condominium or normally in common use.

SECTION 2. LIMITED COMMON AREAS. The Limited Common Elements shall include any balcony or terrace to which there is direct access from the interior of any appurtenant Unit. The balcony or terrace shall be for the exclusive use of such Unit. Each Unit Owner's right to use the balcony or terrace appurtenant to his Unit may not be transferred apart from the conveyance of title to such Unit. Notwithstanding anything herein to the contrary, the Owners of a Unit to which a balcony or terrace is attached or connected shall make all repairs thereto caused by their own negligence, misuse or neglect or that of their guests or lessees and shall be responsible for all snow removal, cleaning and general maintenance of said balcony or terrace. Any other repairs or maintenance by or with respect to the Limited Common Areas shall be the responsibility of the Association.

ARTICLE IV

PARCEL ASSESSMENTS

SECTION 1. PURPOSE OF ASSESSMENTS. Parcel I is the property within the apartment section and is under the auspices of the Homeowners Association which is governed by the Board of Directors of the Homeowners Association with the advice of a Parcel Committee comprised of these unit owners appointed by a quorum of the unit owners in the parcel. Parcel assessments shall be exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Parcel. Such services shall include:

- (a) Maintenance and operation of the Parcel Common Area within the Parcel as described and designated In Exhibit A-I(b)-1.
- (b) Providing services which may include, but are not necessarily limited to:
 - 1. trash removal
 - 2. street and walkway lighting within the Parcel

3. maintenance of the exteriors of the Living Units (exterior building surfaces, roofs, gutters and downspouts except glass and screens)
4. maintenance of exterior improvements to the Parcel (walks, driveways, fences, trees, shrubs and grass)
5. snow removal of streets, driveways and walks within Parcel
6. such other services as agreed upon by a majority of Owners residing in the Parcel
7. expenses for recreational facilities within the Properties
8. insurance (See Article VII)

In the event a need for maintenance or repair arises from a willful or negligent act of an Owner or his invitees, the cost of such maintenance or repair shall become a Special Restoration Assessment on his lands provided in the Declaration.

- (c) Setting aside reserves for future repair and replacement of capital Improvements to be maintained through the Parcel Assessments.

SECTION 2. ESTATE ACQUIRED; INTEREST IN COMMON ELEMENTS, COMMON EXPENSES, VOTING RIGHTS. The Owner of each Unit, regardless of type, shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple; and shall acquire as an appurtenance thereto an undivided percentage interest in the Common Elements of the Condominium, which shall not be divisible from the Unit to which it appertains, as set forth in Exhibit A-1(b)-4 attached hereto and made a part hereof. Said percentage is expressed as a finite number to avoid an interminable series of digits: the sixth digit has been adjusted to that value which is most nearly correct. The percentages are based upon the proportion that the square footage of each unit bears to the total square footage of all units. The percentages shall remain fixed, subject to the right of Sponsor to subdivide or combine Units owned by it. In that event, the percentage interests appurtenant to such subdivided or combined Units shall be reduced or increased proportionately, but the percentage interests of all other Units shall remain unaffected.

The aforesaid percentage interest, as established by Sponsor, shall be used to allocate the division of proceeds, if any, resulting from casualty loss, any eminent domain proceedings, any common surplus of the Association, or from any other disposition of the Property; and it shall be utilized for the apportionment of the Common Expenses.

Each unit owner shall obtain the voting rights as described in Article III of the Declaration of Covenants and Restrictions (Deed Book 3131, Page 93) of the Forrestal Village Community Services Association, Inc. together with an interest in the common elements of such Homeowners Association as set forth in said Declaration.

SECTION 3. MAXIMUM PARCEL ASSESSMENT. Until the first day of the fiscal year following commencement of assessments in the Parcel, the Maximum Annual Parcel Assessment shall be \$300,000.00.

SECTION 4. CHANGE IN MAXIMUM. From and after the first day of the fiscal year immediately following the commencement of assessments in the Parcel:

- (a) The Board of Directors of the Homeowners Association may increase the Maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the Maximum for the current fiscal year or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U. S. Labor Department for the Metropolitan Trenton area; such increase shall become effective the first day of the next fiscal year.

- (b) The Maximum Parcel Assessment may be changed with affirmative vote of two-thirds (2/3) of the votes of a Quorum of Owners who own units in the Parcel or in the absence of a Quorum, at a meeting called for that purpose, by a two thirds (2/3) vote of the Board of Directors of the Homeowners Association.

ARTICLE V

PROPERTY RIGHTS

SECTION 1. PARKING RIGHTS. Ownership of each Lot or Living Unit shall entitle the Owner to park in the parking areas as designated an approved vehicle, together with the right of ingress and egress in and upon said parking area. An approved vehicle shall include any conventional passenger vehicle, or a truck or commercial vehicle of less than one ton in gross weight capacity and which either bears no advertising signs or which bears signs or apparatus which meet the design standards of the Association.

SECTION 2. VEHICLES. Use and storage upon the Common Area and Lots of all vehicles and recreational equipment shall be subject to rules promulgated by the Board of Directors as provided herein. Without limiting the generality thereof:

(a) All motor vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance.

(b) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or unpaved Common Areas, except those specifically authorized by the Association.

SECTION 3. PETS. Subject to limitations as may from time to time be set by the Association, generally recognized house pets, not exceeding two (2) in number may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept and maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the unit and must not become a nuisance to other residents.

SECTION 4. CLOTHES DRYING APPARATUS. No clothesline or other exterior clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Association.

SECTION 5. ANTENNAE. Exterior television or other antennas are prohibited, except as approved in writing by the Association.

SECTION 6. TRASH RECEPTACLES. Storage, collection and disposal of trash shall be in compliance with rules set by the Association.

SECTION 7. TRASH BURNING. Trash, leaves and other similar material shall not be burned without the written consent of the Association.

SECTION 8. SIGNS. No signs of any type shall be displayed to public view on any lot or common areas without the prior written consent of the Association except customary name and address signs.

SECTION 9. MAILBOXES. Only mailboxes meeting the design standards of the Association shall be permitted, except for mail depositories of the U. S. Postal Service.

SECTION 10. VEGETATION. No live trees or broad leaf deciduous trees or evergreens or live vegetation on the lot may be cut without prior approval of the Covenants Committee. In addition, no additional planting is permitted without the prior approval of the Covenants Committee.

SECTION 11. RULES. From time to time the Board of Directors shall adopt general rules, including but not limited to rules to implement the provisions of this Article and such rules as are required herein. Such general rules may be adopted or amended by a two-thirds (2/3) vote of the Board, following a public hearing for which due notice has been provided to all Members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

SECTION 12. DAMAGE OR DESTRUCTION OF UNITS. In the event of reconstruction or restoration necessitated by damage to or destruction of any living unit, such living unit must be restored to the original drawings and specifications, except to the extent that changes are required by the locality to bring the structure into conformance with current code. Any exceptions or deviations must have the prior written approval of the Covenants Committee.

SECTION 13. EXCEPTIONS. The Board of Directors may issue temporary permits to except any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Sponsor or related Developer is engaged in developing or improving any portion of The Properties, it shall be exempted from the provisions of this Article affecting movement and storage of building materials and equipment, erection and maintenance of directional and promotional signs, vehicles, and conduct of sales activities, including maintenance of model living units. Such exemption shall be subject to such rules as may be established by the Sponsor or Developer to maintain reasonable standards of safety, cleanliness and general appearance to The Properties.

ARTICLE VI

PARTY WALL

SECTION 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the units upon The Properties and placed on dividing line between the units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. RIGHTS OF OWNERS. The Owners of contiguous Units who have such a party wall or party fence shall both equally have the right to use the wall or fence, provided that such use by Owner does not interfere with the use and enjoyment of same by the other Owner.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of an interest therein, whether by way of easement or in fee.

SECTION 3. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 4. DISPUTES. In the event of any dispute arising concerning a party wall, such dispute shall be submitted to the Covenants Committee for resolution pursuant to the formal hearing procedure that is part of the Book of Resolutions.

SECTION 5. EASEMENTS. Every Unit Owner, his successors and assigns, shall have the following perpetual easements with respect to the Property:

(a) A non-exclusive easement in, upon, over, under, across and through the Common Areas to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements; and

(b) An exclusive easement for the existence and continuance of any encroachment by his Unit upon any adjoining Unit or upon any Common Area, now existing or which may come into existence hereafter as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the Building or a Unit, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Building stands; and

(c) A non-exclusive easement for ingress and egress to his Unit in, upon, under, over, across and through the Common Areas; and

(d) An exclusive easement to use and enjoy the surfaces of the main walls (including any windows or doors therein), ceilings and floors contained within his Unit; and

(e) A perpetual easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, cable television and other Common Areas located in any of the other Units and serving his Unit; and

(f) A perpetual and non-exclusive easement in, over and through the Common Areas of the condominium and to use the roads, walks and other common facilities within the Condominium subject to the right of the Board to:

(I) promulgate rules and regulations for the use and enjoyment thereof; and

(II) suspend the enjoyment and voting rights of any Unit Owner for any period during which any assessment for Common Expenses remains unpaid or for any period during which any infraction of its published Rules and Regulations continues, it-being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment.

Sponsor, its successors and assigns, shall have the following easement with respect to the Property:

A blanket and non-exclusive easement in, upon, through, under and across the Common Areas for the purpose of construction, installation, maintenance and repair of any improvements to the Units or the Common Areas, for ingress and egress for the use of Common Areas, and for the utilization of existing and future model Units for rental and sales promotion and exhibition, until the expiration of six (6) months from the date the last Unit is sold and conveyed in the normal course of business, but in no event more than ten (10) years from the date of recording of this Declaration. Such right shall extend to employees of sponsor to use the Common Areas and to do all things necessary or appropriate to sell Units, including, without limitation, the right to erect and maintain signs on the roof and other exterior portions of the Building and in the Common Areas. In addition, Sponsor hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Sponsor or its agents to service such Unit or any part of the Building provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of any emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not.

The Property shall also be subject to the following easements:

(a) The Association shall have a perpetual and exclusive easement for the maintenance of any Common Areas, which may presently or hereafter encroach upon a Unit; and

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

(c) The Association, through the Board of Directors or manager, or managing agent, or their respective agents or employees shall have the perpetual and non-exclusive right of access to each Unit (I) to inspect same (II) to remedy any violations set forth in this Supplementary Declaration, the Declaration of Covenants and Restrictions, the By-Laws or in any Rules or Regulations of the Association, and (III) to perform any operations required in

connection with the maintenance, repairs or replacements of or to the Common Areas, or any equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Areas; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be Immediate, whether the Unit Owner is present at the time or not; and

(d) Any Institutional Lender and Sponsor with respect to a Permitted First Mortgage or Permitted Second Mortgage held by them, and any other holder of a Permitted First Mortgage shall have a blanket, perpetual and non-exclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Areas or any Units so encumbered. Except in cases of emergency, this right shall be exercised only during reasonable daylight hours, and then whenever practicable only after advance notice to the Unit Owner and with the permission of the Board or its managing agent; and

(e) A blanket, perpetual and non-exclusive easement in, upon, over, across and through the Common Areas for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, waters, poles, transformers, meters, cable television, master television antenna and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Property, which easement shall be for the benefit of any governmental agency, or utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services; and

(f) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Areas to the Township of Plainsboro, the Trustees of Princeton University, the Homeowners Association, their respective officers, agents and employees (but not the public in general) and all police, fire, and ambulance personnel in proper performance of their respective duties, (including but not limited to emergency or other necessary repairs to a Unit which the Unit Owner has failed to perform), and for repair and maintenance of the Common Areas. Except in the event of emergencies, the rights accompanying the easements provided for in this subparagraph shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Unit Owner(s) directly affected thereby.

ARTICLE VII

INSURANCE

The Forrestal Village Community Services Association, Inc., shall obtain and maintain, to the extent possible, fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements insuring the Buildings, including all of the Units. Not included are furniture, furnishings or other personal property. The said insurance shall cover the interest of the Forrestal Village Community Services Association, Inc., and all Unit Owners and their mortgagees, as their respective interests may appear, in the amount equal to the full replacement value of the Buildings. Each of such policies shall contain a standard mortgage clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its Interest may appear, subject, however, to the loss payment provisions in favor of the Forrestal Village Community Services Association, Inc., and such other insurance as the Association may determine. By the acceptance of the deed the Purchaser authorizes the above procedure and agrees to pay the proportionate share of the insurance premium annually. (THIS IS NOT INCLUDED IN THE MONTHLY ASSESSMENTS BUT IS A SEPARATELY BILLED ANNUAL CHARGE.)

In addition to the insurance set forth herein, the Purchaser may desire to insure his personal effects and the interior of the Unit itself for fire or liability. Such Insurance, if taken by the Purchaser, will be payable by the Purchaser directly.

The proceeds of all policies of physical damage insurance carried by the Forrestal Village Community Services Association, Inc. shall be payable to the Association and be applied for the purpose of repairing, restoring or rebuilding the Buildings unless otherwise determined as hereinafter set forth.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by unit owners or of the invalidity arising from any acts of the insured or any unit owners. The policies shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

The amount of insurance to be maintained on the Parcel and on the Buildings therein upon the transfer of title to all Units in Parcel I during fiscal year 1988 assuming all units are completed and occupied, will be in the amount of:

- \$10,800,000 - Blanket All Risk Coverage on Buildings
- \$ 250,000 - Loss of Income, All Risk, 100% Co-Insurance
- \$ 1,000,000 - Comprehensive General Liability Including Broad Form Liability Extension
- \$ 1,000,000 - Director's and Officer's Liability
- \$ 5,000,000 - Umbrella Excess Liability

The Forrestal Village Community Services Association, Inc. shall review the amount of fire insurance annually; the cost of this will be adjusted at the closing and each Owner will be billed annually for their proportionate share of the cost. Prior to the completion of all units, the coverage for the All Risk and Loss of Income Insurance will be in an amount proportionate to the number of units sold.

The cost of all such Insurance and the fees and expenses of the restoration of all damage of any nature shall be paid by the Forrestal Village Community Services Association, Inc. and shall constitute a common expense. The Association shall also obtain and maintain, to the extent obtainable: (1) fidelity insurance covering all employees of the Forrestal Village Community Services Association, Inc. who handle the Associations funds, (2) Workmen's Compensation Insurance, and (3) in order to limit the liability of Unit Owners for personal injury and tort, public liability insurance covering each member of the Forrestal Village Community Services Association, Inc. and each Unit Owner, in such limits as the Association may deem proper. There will be a limit of \$1,000,000 covering all claims for bodily injury or property damage arising out of any one occurrence in the common elements. The public liability insurance shall also cover cross liability claims of one Insured against another.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by Forrestal Village Community Services Association, Inc. shall not be affected or diminished by reason of any Unit Owner's other insurance.

The Forrestal Village Community Services Association, Inc. will arrange for the repair of the Units in the event of casualty loss.

Although there is no requirement for annual appraisals to ascertain whether the insurance coverage is adequate, such appraisals may be required from the insurance carrier prior to renewal of any fire policy with a certification that the amount of insurance is adequate for full replacement.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. DURATION. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date upon which this Supplementary Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the Declaration of Covenants and Restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five (75%) percent of the voting members of the Forrestal Village Community Services Association, Inc. A termination must be approved by the Trustees of Princeton University and Plainsboro Township and be recorded to become effective.

SECTION 2. AMENDMENT. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C member, if any, and by the Owners of not less than seventy-five (75%) percent of the Units in the Parcel. Any amendment must be recorded.

As long as the Class C membership exists, any amendment of this Supplementary Declaration requires the Approval of the Federal Mortgage Agencies, should they have an interest in The Properties.

SECTION 3. ENFORCEMENT. The Association, any Owner, Occupant or First Mortgagee, as their interest may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, THE SPONSOR, Landing Associates, a New Jersey General Partnership, has

caused these presents to be duly executed by its Managing Partner this 24 day of May, 1988.

WITNESS: LANDING ASSOCIATES, a General Partnership

s/ Dara Golgolab By: s/ Andrew B. Abramson, Managing Partner

STATE OF NEW JERSEY)
) SS.:
COUNTY OF PASSAIC)

I CERTIFY that on May 24, 1988, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) Is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed and as the act and deed of said Partnership.

s/ TAWNY A. MAGERA
Notary Public of New Jersey
My Commission Expires July 15, 1990

DECLARATION

EXHIBIT A-I(b)-1

LEGAL DESCRIPTION OF PARCEL

ALL THAT CERTAIN tract or parcel of ground situate In Plainsboro Township, Middlesex County, New Jersey, bounded and described as follows, to wit:

BEGINNING at a point corner to Lot 1.02 and 1.03 as shown on the Tax Map of Plainsboro Township In the westerly line of Lot 1.01 as shown on said Tax Map and running, thence;

- (1) Along Lot 1.01, South seventeen degrees thirty-eight minutes thirty-two seconds West (S 17° 38' 32" W) six hundred and no hundredths (600.00) feet to a point corner to Lot 1.08 as shown on said Tax Map, thence;
- (2) Along Lot 1.08, the following three (3) courses: North seventy-two degrees twenty-one minutes twenty-eight seconds West (N 72° 21' 28" W) seventy one and sixteen hundredths (71.16) feet to a point, thence;
- (3) South eighty-nine degrees forty-five minutes fourteen seconds West (S 89° 45' 14" W) two hundred ninety-three and no hundredths (293.00) feet to a point, thence;
- (4) North seventy-two degrees twenty-one minutes twenty-eight seconds West (N 72° 21' 28" W) one hundred eighty and no hundredths (180.00) feet to a point in the easterly line of Road "B", thence;
- (5) Along Road "B", the following two (2) courses: North seventeen degrees thirty-eight minutes thirty-two seconds East (N 17° 38' 32" E) two hundred seventy and no hundredths (270.00) feet to a point of curve, thence;
- (6) Northerly along a curve to the left having a radius of four hundred sixty-five and no hundredths (465.00) feet an arc length of one hundred eighty nine and forty-seven hundredths (189.47) feet to a point In line of Lot 1.05 as shown on said Tax Map, thence;
- (7) Along Lot 1.05, the following two (2) courses: North eighty-four degrees seventeen minutes forty-eight seconds East (N 84° 17' 48" E) one hundred thirty-four and four hundredths (134.04) feet to a point, thence;
- (8) North seventeen degrees thirty-eight minutes thirty-two seconds East (N 17° 38' 32" E) three hundred twenty-seven and sixty-one hundredths (327.61) feet to a point in line of Lot 1.03, thence;
- (9) Along Lot 1.03, the following three (3) courses: South seventy-two degrees twenty-one minutes twenty-eight seconds East (S 72° 21' 28" E) three hundred ten and no hundredths (310.00) feet to a point, thence;
- (10) South seventeen degrees thirty-eight minutes thirty-two seconds West (S 17° 38' 32" W) one hundred forty-five and no hundredths (145.00) feet to a point, thence;
- (11) South seventy-two degrees twenty-one minutes twenty-eight seconds East (S 72° 21' 28" E) one hundred thirty-five and no hundredths (135.00) feet to the point and place of BEGINNING.

Containing 8.660 acres.

BEING Lot 1.02 Block 3 as shown on the Tax Map of Plainsboro Township.

All as shown on a plan entitled, "Final Subdivision Plan Forrestal Village, Plainsboro Township, Middlesex Co., N. J., Scale as Shown, June 1, 1977", Revised June 21, 1977, prepared by Van Note-Harvey Associates, Consulting Engineers, Planners and Land Surveyors, Princeton Research Park, Princeton, New Jersey 08540.

Said plan filed In the Middlesex County Clerk's Office, 8/31/77 as Map No. 3981 File No. 963.

According to a description by Van-Note Harvey Associates, Princeton, New Jersey 08540.

The mentioning and describing in the hereinabove description of the street or road, namely Road "B", is not in any way to dedicate same to the Township of Plainsboro In the County of Middlesex, a municipal corporation of the State of New Jersey, for public use as roadway or other public purposes.

EXHIBIT A-I(b)-4

PERCENTAGE OF INTEREST SCHEDULE

<u>Unit Number</u>	<u>Type</u>	<u>Square Footage</u>	<u>Percentage Share of Common Interest</u>
1100	2BR	935	0.816672%
1101	2BR	935	0.816672%
1102	2BR	935	0.816672%

1103	2BR	935	0.816672%
1104	2BR	960	0.838509%
1105	2BR	935	0.816672%
1106	2BR	935	0.816672%
1107	2BR	935	0.816672%
1200	2BR	935	0.816672%
1201	2BR	935	0.816672%
1202	2BR	935	0.816672%
1203	2BR	935	0.816672%
1204	2BR	960	0.838509%
1205	2BR	935	0.816672%
1206	2BR	935	0.816672%
1207	2BR	935	0.816672%
1300	1BR	770	0.672554%
1301	1BR	770	0.672554%
1302	2BR	935	0.816672%
1303	1BR	770	0.672554%
1304	2BR	960	0.838509%
1305	1BR	770	0.672554%
1306	2BR	935	0.816672%
1307	1BR	770	0.672554%
2108	1BR	770	0.672554%
2109	2BR	935	0.816672%
2110	2BR	935	0.816672%
2111	2BR	935	0.816672%
2112	2BR	960	0.838509%
2113	2BR	935	0.816672%
2114	2BR	935	0.816672%
2115	2BR	935	0.816672%
2116	2BR	935	0.816672%
2117	2BR	935	0.816672%
2118	2BR	935	0.816672%
2119	2BR	935	0.816672%
2208	2BR	935	0.816672%
2209	2BR	935	0.816672%
2210	2BR	935	0.816672%
2211	2BR	935	0.816672%
2212	2BR	960	0.838509%
2213	2BR	935	0.816672%
2214	2BR	935	0.816672%
2215	2BR	935	0.816672%

<u>Unit Number</u>	<u>Type</u>	<u>Square Footage</u>	<u>Percentage Share of Common Interest</u>
2216	2BR	935	0.816672%
2217	2BR	935	0.816672%
2218	2BR	935	0.816672%
2219	2BR	935	0.816672%
2308	2BR	935	0.816672%
2309	1BR	770	0.672554%
2310	2BR	935	0.816672%

2311	1BR	770	0.672554%
2312	2BR	960	0.838509%
2313	1BR	770	0.672554%
2314	1BR	770	0.672554%
2315	1BR	770	0.672554%
2316	1BR	770	0.672554%
2317	1BR	770	0.672554%
2318	1BR	770	0.672554%
2319	1BR	770	0.672554%
3120	2BR	935	0.816672%
3121	1BR	770	0.672554%
3122	2BR	935	0.816672%
3123	2BR	935	0.816672%
3124	2BR	935	0.816672%
3125	2BR	935	0.816672%
3126	2BR	935	0.816672%
3127	2BR	935	0.816672%
3128	2BR	960	0.838509%
3129	2BR	935	0.816672%
3130	1BR	770	0.672554%
3131	2BR	935	0.816672%
3220	2BR	935	0.816672%
3221	2BR	935	0.816672%
3222	2BR	935	0.816672%
3223	2BR	935	0.816672%
3224	2BR	935	0.816672%
3225	2BR	935	0.816672%
3226	2BR	935	0.816672%
3227	2BR	935	0.816672%
3228	2BR	960	0.838509%
3229	2BR	935	0.816672%
3230	2BR	935	0.816672%
3231	2BR	935	0.816672%
3320	2BR	935	0.816672%
3321	2BR	935	0.816672%
3322	1BR	770	0.672554%
3323	1BR	770	0.672554%
3324	1BR	770	0.672554%
3325	1BR	770	0.672554%
3326	2BR	935	0.816672%
3327	1BR	770	0.672554%
3328	2BR	960	0.838509%

<u>Unit Number</u>	<u>Type</u>	<u>Square Footage</u>	<u>Percentage Share of Common Interest</u>
3329	1BR	770	0.672554%
3330	2BR	935	0.816672%
3331	1BR	770	0.672554%
4400	3BR	1130	0.986994%
4402	3BR	1130	0.986994%
4404	3BR	1130	0.986994%

4406	3BR	1130	0.986994%
4408	4BR	1298	1.133733%
4410	3BR	1130	0.986994%
4412	3BR	1130	0.988994%
4414	4BR	1298	1.133733%
4416	4RR	1298	1.133733%
4418	3BR	1130	0.986994%
4420	3BR	1130	0.986994%
4422	4BR	1298	1.133733%
4424	4BR	1298	1.133733%
4426	3BR	1130	0.986994%
4428	3BR	1130	0.988994%
4430	4BR	1298	1.133733%
4432	4BR	1298	1.133733%
4434	3BR	1130	0.986994%
4436	3BR	1130	0.988994%
4438	4BR	1298	1.133733%
4440	3BR	1130	0.986994%
4442	3BR	1130	0.986994%
4444	3BR	1130	0.988994%
4446	3BR	1130	0.986994%