

FORRESTAL VILLAGE
SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

DATED: November 6, 1979

Prepared By:

Richard Schatzman, Esq.
McCARTHY AND HICKS, P.A.
6-8 Charlton Street
Post Office Box 2329
Princeton, New Jersey 08540
(609) 924-1199

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FORRESTAL VILLAGE

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

FOR THE SECTION 3.01, LOT 2.28, 3.28, AND 3.43 TOWNHOUSE PARCEL

THIS DECLARATION, made this 6th day of November, 1979, by Sarshik & Edwards, a partnership, and Forrestal Village, Inc., a New Jersey corporation, hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer is the Owner of the real property described in Exhibit A and shown on Exhibit B of this Supplementary Declaration; and

WHEREAS, Developer intends that The Property described in Exhibit A becomes subject to the Forrestal Village DECLARATION OF COVENANTS AND RESTRICTIONS dated November 6, 1979 and to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of The Properties described above, together with such 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 subject to the covenants, restrictions, easements, charges, and liens set forth herein.

ARTICLE I

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

SECTION 1. EXISTING PROPERTY. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is located in Plainsboro Township, Middlesex County, New Jersey, and is more particularly described in Exhibit A and shall be known as the Section 3.01, Lots 2.28, 3.28, 3.43 Townhouse Parcel.

SECTION 2. ADDITIONS TO EXISTING PROPERTY. All or any part of the land described in Development Plan, or land which is contiguous thereto, may be added to this Parcel by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of this Parcel and by filing with the Association the plat plans for such addition. For this purpose, "contiguous" shall mean adjacent to or both sides of an area dedicated to public use.

ARTICLE II

PARCEL ASSESSMENTS

SECTION 1. PURPOSE OF ASSESSMENTS. Parcel assessments shall be used 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 B.

(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 improvements to Lots (walks, carports, fences and trees, shrubs, grass, and patios in unenclosed yards)
5. snow plowing of streets within the 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.

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 Lot as 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. METHOD OF ASSESSMENT. The assessment shall be levied by the Association against Assessable Units in the Parcel, and collected and disbursed by the Association. As provided in the Declaration, by a vote of two-thirds (2/3) of the Directors, the Board shall fix the Annual Parcel Assessment and date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Parcel.

SECTION 3. BASIS OF ASSESSMENT. The basis for the Parcel Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

SECTION 4. 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 three hundred dollars (\$300.00).

SECTION 5. 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 may increase the Maximum each year by the greater of: (1) a factor of not more than five percent (5%) 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 Lots in the Parcels.

ARTICLE III

PROPERTY RIGHTS

SECTION 1. PARKING RIGHTS. Ownership of each Lot or Living Unit shall entitle the Owner thereof to the use of at least one parking space for 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. The Association shall promulgate such rules and regulations as needed to regulate the use of parking areas for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE IV

PROTECTIVE COVENANTS

SECTION 1. RESIDENTIAL USE. All property designed for residential use shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued if approved in writing by the Board of Directors and permitted by the Zoning Ordinance of Plainsboro Township. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit to a Single Family, subject to all of the provisions of the Declaration.

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, snow mobiles 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 or yard pets, in reasonable numbers, 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 Lot and must not become a nuisance to other residents.

SECTION 4. CLOTHES DRYING APPARATUS. No clothes line 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 antennae 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. TRASHBURNING. 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 Area 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 with a diameter in excess of six inches, measured twelve inches above ground, nor trees in excess of three inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood, or redbud) or as broadleaf deciduous trees or evergreens, nor live vegetation on slopes of greater than twenty percent gradient, may be cut without 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 Developer is engaged in developing or improving any portion of The Properties, it shall be exempted from the provisions of this Article effecting movement and storage of building materials and equipment, erection and maintenance of directional and promotional signs 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 Developer to maintain reasonable standards of safety, cleanliness and general appearance to The Properties.

ARTICLE V

PARTY WALLS

SECTION 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the homes upon The Properties and placed on dividing line between the Lots 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 Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one 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 any 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 that is part of the Book of Resolutions.

SECTION 5. EASEMENTS. The Owner of each Lot is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such Lot for all building and roof overhangs, projections, fireplace walls, and other portions of the Owner's buildings which extend or project into, onto or over such adjacent Lots and/or Common Area. When any building extends to or over the Lot line of an adjoining Lot, the Owner of said building shall have the right to enter upon a reasonable portion of such adjoining Lot at reasonable times for the purpose of performing repairs or maintenance to the building. Except as otherwise provided in the Declaration or this Supplementary Declaration, such right of entry shall place no obligation on the entering party to maintain the land entered upon.

ARTICLE VI

INSURANCE

In order to protect adjoining owners and to insure there are sufficient funds available to an owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living unit is constructed shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage) of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be canceled except upon ten (10) days' written notice to Association.

Each such Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay for such insurance premiums, as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. 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 Lots. 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 interests 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.