

FORRESTAL VILLAGE
SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
PARCEL IX (SECTION 13)
DATED: July 24, 1984

PREPARED BY:

SAUL COHEN, ESQ.
WERKSMAN, SAFFRON, COHEN & SYLVESTER, P. A.
89 Central Avenue
Clifton, New Jersey 07011

Recorded on August 3, 1984 at 11:39 AM
in Book 3370, Pages 904 - 918 at
Middlesex County Court House,
New Brunswick, NJ

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

PARCEL IX (SECTION 13)

THIS DECLARATION, made this 24th day of July, 1984, by PRINCETON LANDING CONSTRUCTION CO., INC., a New Jersey corporation, hereinafter called Developer:

WITNESS:

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration as attached hereto; and

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

Now THEREFORE, Developer hereby declares that all of The Property 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 amendments thereto, 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 Section 13, as shown on the map filed in the Office of the Clerk of Middlesex County under File No. 971, Map No. 4729.

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 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-VII (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 Lots (walks, driveways, fences, trees, shrubs and grass, in unenclosed yards)
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 VI)

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. 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 ONE-THIRTY-SIXTH (1/36) of the Parcel Assessment for each unit contained in the Parcel as set forth in the Parcel Budget as approved by the Forrestal Village Community Services Association, Inc.

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 One thousand five hundred dollars (\$1,500.00).

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 and/or the Parcel Committee 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 Lots 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.

ARTICLE III

PROPERTY RIGHTS

SECTION 1. PARKING RIGHTS. Ownership of each Lot or Living Unit shall entitle the Owner the use of the driveway area in front of his garage for parking of 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 regulation as needed to regulate the use of parking areas for the benefit of all owners and their guests, 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 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, 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 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. 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 an 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 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, 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 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 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 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

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 ITEM 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 during fiscal year 1985 will be in the amount of:

- \$4,550,000 - Blanket All Risk Coverage on Buildings
- \$34,560 - 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
- \$3,000,000 - 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 on the first of each year for his 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 Association's 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 of 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. The Association shall review such limits once a year at the annual meeting of the Forrestal Village Community Services Association, Inc.

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 the 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 will 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 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 upon which this 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 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 Lots 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 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.

IN WITNESS WHEREOF, THE DEVELOPER, Princeton Landing Construction Co., Inc., a New Jersey corporation, has caused these presents to be duly executed by its officers this 24th day of July, 1984.

WITNESS:

Princeton Landing Construction Company, Inc.

s/ SAMUEL WOLFF, Secretary

s/ ANDREW B. ABRAMSON, President

STATE OF NEW JERSEY:

SS

COUNTY OF PASSAIC:

BE IT REMEMBERED, that on this 24th day of July, 1984, before me, the subscriber, Annette Platkin personally appeared Samuel Wolff who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of PRINCETON LANDING CONSTRUCTION CO., INC., the Corporation named in the within Instrument; is the President of said Corporation; that the execution as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; and that deponent well knows the corporate seal of said Corporation; and that the seal affixed and said Instrument

signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to
before me, the date
aforesaid.

s/ Annette Platkin
Notary Public of New Jersey
My Commission Expires November 24, 1985

BY: s/ Samuel Wolff, Secretary

EXHIBIT A

van note/harvey associates

1101 State Road, Building N
P. O. Box 623
Princeton, NJ 08540-0623

Order No. 21768
Plainsboro Township Tax Map
Sheet 2
Block 3
New Lot 1.31

DESCRIPTION OF PROPERTY OF PRINCETON
LANDING CONSTRUCTION CO., INC. SITUATE
LYING AND BEING IN THE TOWNSHIP OF
PLAINSBORO, COUNTY OF MIDDLESEX, STATE OF
NEW JERSEY.

April 30, 1984

SECTION 13

BEGINNING at a point in the curved westerly line of Sayre Drive, sixty (60) foot wide private roadway easement (New Lot 1.32, Block 3) said point bearing the following four (4) courses along said Sayre Drive from a point where the division line between lands of Princeton Landing Construction Company, Inc. (Lot 18.37, Block 3, Section 18A) on the east and lands of Trustees of Princeton University (New Lot 1.33, Block 3) on the east intersects the southeasterly line of said Sayre Drive and running thence; (A) Along the southeasterly and southerly lines of said Sayre Drive the following four (4) courses South thirty-eight degrees, twenty-three minutes, forty-three seconds West (S 38° 23' 43" W) one hundred six and sixty-eight hundredths (106.68) feet to a point of curve thence; (B) Along a curve bearing to the right in a southwesterly direction having a radius of three hundred eighty and no hundredths (380.00) feet an arc length of three hundred forty-five and seventy-nine hundredths (345.79) feet to a point of tangency thence; (C) North eighty-nine degrees, twenty-eight minutes, no seconds West (N 89° 28' 00" W) eighty-nine and sixty-three hundredths (89.63) feet to a point of curve thence; (D) Along a curve bearing to the right in a northwesterly direction having a radius of three hundred fifty-five and no hundredths (355.00) feet an arc length of four hundred one and eighty-two hundredths (401.82) feet to the point and place of BEGINNING and running thence:

(1) Along lands of Trustees of Princeton University (New Lot 1.33, Block 3) the following sixty-five (65) courses South four degrees, thirty minutes, no seconds West (S 04° 30' 00" W) sixty-eight and no hundredths (68.00) feet to a point, thence;

(2) North eighty-five degrees, thirty minutes, no seconds West (N 85° 30' 00" W) twenty-two and ten hundredths (22.10) feet to a point, thence;

(3) South four degrees, thirty minutes, no seconds West (S 04° 30' 00" W) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;

(4) North eighty-five degrees, thirty minutes, no seconds West (N 85° 30' 00" W) sixty-three and twenty-seven hundredths (63.27) feet to a point, thence;

(5) North eighty-one degrees, twenty minutes, no seconds West (N 81° 20' 00" W) sixty-three and twenty-seven hundredths (63.27) feet to a point, thence;

(6) North eight degrees, forty minutes, no seconds West (N 08° 40' 00" W) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;

(7) North eighty-one degrees, twenty minutes, no seconds West (N 81° 20' 00" W) fifteen and sixty-six hundredths (15.66) feet to a point, thence;

(8) North eight degrees, forty minutes, no seconds East (N 08° 40' 00" E) twenty-five and sixty-six hundredths (25.66) feet to a point, thence;

(9) North eighty-one degrees, twenty minutes, no seconds West (N 81° 20' 00" W) twenty-five and sixty-six hundredths (25.66) feet to a point, thence;

(10) South eight degrees, forty minutes, no seconds West (S 08° 40' 00" W) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;

(11) North eighty-one degrees, twenty minutes, no seconds West (N 81° 20' 00" W) sixty-three and nine hundredths (63.09) feet to a point, thence;

(12) North seventy-seven degrees, forty-five minutes, no seconds West (N 77° 45' 00" W) sixty-three and nine hundredths (63.09) feet to a point, thence;

(13) North seventy-seven degrees, forty-five minutes, no seconds East (N 77° 45' 00" E) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;

- (14) North seventy-seven degrees, forty-five minutes, no seconds West (N 77° 45' 00" W) seventeen and thirty-two hundredths (17.32) feet to a point, thence;
- (15) South twelve degrees, fifteen minutes, no seconds West (S 12° 15' 00" W) fifteen and thirty-four hundredths (15.34) feet to a point, thence;
- (16) North seventy-seven degrees, forty-five minutes, no seconds West (N 77° 45' 00" W) fourteen and no hundredths (14.00) feet to a point thence;
- (17) South twelve degrees, fifteen minutes, no seconds West (S 12° 15' 00" W) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;
- (18) North seventy-seven degrees, forty-five minutes, no seconds West (N 77° 45' 00" W) sixty-two and eighty-nine hundredths (62.89) feet to a point, thence;
- (19) North seventy-four degrees, fifty minutes, no seconds West (N 74° 50' 00" W) sixty-two and eighty-nine hundredths (62.89) feet to a point, thence;
- (20) North fifteen degrees, ten minutes, no seconds West (N 15° 10' 00" W) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;
- (21) North seventy-four degrees, fifty minutes, no seconds West (N 74° 50' 00" W) seventeen and thirty-two hundredths (17.32) feet to a point, thence;
- (22) South fifteen degrees, ten minutes, no seconds West (S 15° 10' 00" W) fifteen and thirty-four hundredths (15.34) feet to a point, thence;
- (23) North seventy-four degrees, fifty minutes, no seconds West (N 74° 50' 00" W) fourteen and no hundredths (14.00) feet to a point, thence;
- (24) South fifteen degrees, ten minutes, no seconds West (S 15° 10' 00" W) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;
- (25) North seventy-four degrees, fifty minutes, no seconds West (N 74° 50' 00" W) sixty-three and fifty-eight hundredths (63.58) feet to a point, thence;
- (26) North sixty-nine degrees, forty minutes, no seconds West (N 69° 40' 00" W) sixty-three and fifty-eight hundredths (63.58) feet to a point, thence;
- (27) North twenty degrees, twenty minutes, no seconds East (N 20° 20' 00" E) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;
- (28) North sixty-nine degrees, forty minutes, no seconds West (N 69° 40' 00" W) seventeen and sixty-six hundredths (17.66) feet to a point, thence;
- (29) South twenty degrees, twenty minutes, no seconds West (S 20° 20' 00" W) three and thirty-four hundredths (3.34) feet to a point, thence;
- (30) North sixty-nine degrees, forty minutes, no seconds West (N 69° 40' 00" W) sixty-seven and ninety-nine hundredths (67.99) feet to a point, thence;
- (31) North twenty degrees, twenty minutes, no seconds East (N 20° 20' 00" E) twenty-seven and sixty-six hundredths (27.66) feet to a point, thence;
- (32) North sixty-nine degrees, forty minutes, no seconds West (N 69° 40' 00" W) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;
- (33) North twenty degrees, twenty minutes, no seconds East (N 20° 20' 00" E) fifty-six and no hundredths (56.00) feet to a point, thence;
- (34) North eleven degrees, thirty-five minutes, fifty seconds East (N 11° 35' 50" E) thirty and eleven hundredths (30.11) feet to a point, thence;
- (35) North twelve degrees, twenty minutes, no seconds East (N 12° 20' 00" E) fifty-six and no hundredths (56.00) feet to a point, thence;
- (36) South seventy-seven degrees, forty minutes, no seconds East (S 77° 40' 00" E) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;
- (37) North twelve degrees, twenty minutes, no seconds East (N 12° 20' 00" E) twenty-three and sixty-six hundredths (23.66) feet to a point, thence;
- (38) South seventy-seven degrees, forty minutes, no seconds East (S 77° 40' 00" E) three and thirty-four hundredths (3.34) feet to a point, thence;
- (39) North twelve degrees, twenty-minutes, no seconds East (N 12° 20' 00" E) sixty-eight and no hundredths (68.00) feet to a point, thence;
- (40) South seventy-seven degrees, forty minutes, no seconds East (S 77° 40' 00" E) twenty-one and sixty-six hundredths (21.66) feet to a point, thence;
- (41) North twelve degrees, twenty minutes, no seconds East (N 12° 20' 00" E) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;

(42) South seventy-seven degrees, forty minutes, no seconds East (S 77° 40' 00" E) sixty-three and fifty-eight hundredths (63.58) feet to a point thence;

(43) South seventy-two degrees, thirty minutes, no seconds East (S 72° 30' 00" E) sixty-three and fifty-eight hundredths (63.58) feet to a point, thence;

(44) South seventeen degrees, thirty minutes, no seconds West (S 17° 30' 00" W) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;

(45) South seventy-two degrees, thirty minutes, no seconds East (S 72° 30' 00" E) seventeen and thirty-two hundredths (17.32) feet to a point, thence;

(46) North seventeen degrees, thirty minutes, no seconds West (N 17° 30' 00" W) fifteen and thirty-four hundredths (15.34) feet to a point, thence;

(47) South seventy-two degrees, thirty minutes, no seconds East (S 72° 30' 00" E) fourteen and no hundredths (14.00) feet to a point, thence;

(48) North seventeen degrees, thirty minutes, no seconds West (N 17° 30' 00" W) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;

(49) South seventy-two degrees, thirty minutes, no seconds East (S 72° 30' 00" E) sixty-two and ninety-six hundredths (62.96) feet to a point, thence;

(50) South sixty-nine degrees, twenty minutes, no seconds East (S 69° 20' 00" E) sixty-two and ninety-six hundredths (62.96) feet to a point, thence;

(51) South twenty degrees, forty minutes, no seconds West (S 20° 40' 00" W) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;

(52) South sixty-nine degrees, twenty minutes, no seconds East (S 69° 20' 00" E) fourteen and no hundredths (14.00) feet to a point, thence;

(53) South twenty degrees, forty minutes, no seconds West (S 20° 40' 00" W) fifteen and thirty-four hundredths (15.34) feet to a point, thence;

(54) South sixty-nine degrees, twenty minutes, no seconds East (S 69° 20' 00" E) seventeen and thirty-two hundredths (17.32) feet to a point, thence;

(55) North twenty degrees, forty minutes, no seconds West (N 20° 40' 00" W) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;

(56) South sixty-nine degrees, twenty minutes, no seconds East (S 69° 20' 00" E) sixty-two and fifty-six hundredths (62.56) feet to a point, thence;

(57) South sixty-seven degrees, thirty minutes, no seconds East (S 67° 30' 00" E) sixty-two and fifty-six hundredths (62.56) feet to a point, thence;

(58) South twenty-two degrees, thirty minutes, no seconds West (S 22° 30' 00" W) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;

(59) South sixty-seven degrees, thirty minutes, no seconds East (S 67° 30' 00" E) seventeen and thirty-two hundredths (17.32) feet to a point, thence;

(60) North twenty-two degrees, thirty minutes, no seconds West (N 22° 30' 00" W) fifteen and thirty-four hundredths (15.34) feet to a point, thence;

(61) South sixty-seven degrees, thirty minutes, no seconds East (S 67° 30' 00" E) fourteen and no hundredths (14.00) feet to a point, thence;

(62) North twenty-two degrees, thirty minutes, no seconds West (N 22° 30' 00" W) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;

(63) South sixty-seven degrees, thirty minutes, no seconds East (S 67° 30' 00" E) one hundred twenty-four and no hundredths (124.00) feet to a point, thence;

(64) South twenty-two degrees, thirty minutes, no seconds East (S 22° 30' 00" E) twenty-eight and thirty-three hundredths (28.33) feet to a point, thence;

(65) South sixty-seven degrees, thirty minutes, no seconds East (S 67° 30' 00" E) twenty-two and sixty-four hundredths (22.64) feet to a point in the aforementioned westerly line of New Lot 1.32, Block 3 (Sayre Drive 60 foot wide private roadway easement) and running thence;

(66) Along the last mentioned line the following two (2) courses South five degrees, forty-four minutes, five seconds East (S 05° 44' 05" E) three and seventy-six hundredths (3.76) feet to a point of curve, thence;

(67) Along a curve bearing to the left in a southerly direction having a radius of three hundred fifty-five and no hundredths (355.00) feet an arc length of one hundred sixteen and ninety-seven hundredths (116.97) feet to the point and place of BEGINNING.

Containing 4.300 acres.

All is shown on a plan entitled "Preliminary and Final Subdivision Plan for Section 13 Princeton Landing at Forrestal Center, Plainsboro Twp., Middlesex Co., N. J., scale as shown, Feb. 15, 1984" last revised 5-16-84. Prepared by Van Note-Harvey Associates, Engineers, Planners and Land Surveyors, Princeton Research Park, Princeton, New Jersey 08540.

The above Plan being filed in the Middlesex County Clerk's Office on 7/20/84 as map number 971, file number 4728.

The above described premises being known as New Lot 1.31 in Block 3 on Sheet 2 of the Plainsboro Township Tax Map.

According to a description by Van Note-Harvey Associates, Engineers, Planners and Land Surveyors, Princeton Research Park, Princeton, New Jersey 08540.

S/ Harry J. Sypniewski
N.J.P.L.S. #20808