FOXBOROUGH VILLAGE HANDBOOK

Presented at 9/4/2002 Board Meeting.

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WELCOME

Welcome to Foxborough Village. Your Association prepared this handbook in order to assist homeowners and renters in our community. It contains important facts and information that we know will be of assistance to you. By careful reading of this handbook, and with your cooperation, the quality of life we all expect and deserve at Foxborough Village will be realized and maintained.

If you have any questions about your home or other aspects of life in Foxborough Village, please do not hesitate to contact our Managing Company (732) 360-2970.

PLANNED UNIT DEVELOPMENT

The purchase of a dwelling in a Planned Unit Development (P.U.D.) involves not only the acquisition of an interest in real estate, but also a commitment on the part of the purchaser to accept those conditions outlined in the Declaration and Establishment of Easements, Conditions, Reservations and Restrictions for the Foxborough Development, (the rules governing the use of the units and common spaces by individual unit owners), and to abide by the terms and conditions of the Corporate Charter(s) and By-Laws of the various unit owners associations (Homeowner Association and Townhouse Association). These instruments are interrelated and are of equal importance as the physical unit. The contents of these instruments vary with each of their purposes.
The area encompassed by the outbound perimeter lines of a particular lot, for single family homes, or an area encompassed by the outbound perimeter lines and common walls of the townhouse P.U.D. units are transferable by Deed, as any other real property and can be mortgaged. In addition to the ownership of the area encompassed by a P.U.D. unit, the P.U.D. owner also enjoys the right to share in all of the common recreational elements and common areas of the P.U.D. The items considered recreational elements and common areas in the Foxborough Village P.U.D. include: A Community Center, part of which is the Community House, Tennis Courts, Basketball Court and one Tot Lot. There are three additional Tot Lots located throughout the single family community, lighting elements, parking areas, roadways, walkways, and open space. When an owner sells his/her interest in a particular P.U.D. unit, he/she conveys both the dwelling unit occupied and the right to share in the common elements.

PUBLIC OFFERING STATEMENT

The Public Offering Statement (P.O.S.) for Foxborough Village is provided to each homeowner in Foxborough Village. The major purpose of the P.O.S. is to disclose to prospective purchasers details concerning the Foxborough Village Planned Unit Development. In the P.O.S. will be found various documents including but not limited to the Declaration & Establishment of Easements, Conditions, Reservations & Restrictions (Declaration), and the By-Laws of the Foxborough Village Homeowners Association, Inc. and Foxborough Village

Townhouse Association, Inc. (By-Laws). These three (3) documents are the most important documents for each homeowner (renter) at Foxborough Village in that they govern the organization of the two (2) unit owner associations. The P.O.S. also contains various other documents that will be extremely helpful to all homeowners at Foxborough Village.

GOVERNING BODY - BOARD OF TRUSTEES

The Foxborough Village Homeowners and Townhouse Associations are each governed by a Board of Trustees. The Board serves as community volunteers to oversee the operations of the Association and to ensure the lifestyle desired in Foxborough Village.
Essentially, the responsibility of the Board is to determine common expenses, establish budgets, adopt reasonable rules and regulations, establish policies, enforce protective covenants, retain professional services and generally arrange for the necessary services that the community at large desires to maintain the lifestyle and property values of the unit owners. The Board functions in a similar manner as a Corporate Board of Directors.

ELECTION OF BOARDS OF TRUSTEES

The By-Laws of both Associations (Articles IV, Section 401) state, in part,
The affairs of the association shall be governed by a Board of Trustees consisting of not less than three (3) members, nor more than five (5) members.

1. The By-Laws require the Association to hold an annual meeting wherein the unit owners shall elect a Board of Trustees.
2. Officers of each board shall be elected by the Board of Trustees of each association.
3. Quorum must be established by proxy or in person for any election to be held at the Annual Meeting.

For complete information pertaining to the Board of Trustees, refer to your copy of the By-Laws of your Public Offering Statement.

GOVERNING DOCUMENTS

Each member of the Foxborough Village Townhouse Association is a member of the Foxborough Homeowners Association. However, the Foxborough Village Homeowners and Townhouse Associations each have By-Laws, Certificates of Incorporation and a common Declaration and Establishment of Easements, Conditions, Reservations and Restrictions. These documents are included in the Public Offering Statement, which you received prior to closing of title for your home. Collectively, we refer to these as the governing documents of the Association.
These documents set forth the guidelines by which the Board of Trustees governs and administers to the Associations. The governing documents are a legal part of your deed of ownership. As an owner of a patio home, you are a

member of the Townhouse and Homeowner Associations. As an owner of a single family home, you are a member of the Homeowner Association. Members of either Association are subject to the conditions and reservations contained within these documents. It is strongly suggested that you read and become familiar with these documents in order to become fully aware of the responsibilities of the Association to you as an owner and likewise, your responsibilities as an owner to the Association.

LANDLORD/TENANT OBLIGATIONS

Homeowners who rent their Foxborough Village home to another party are responsible for their tenants adherence to the rules and regulations contained herein and the terms and conditions of the governing documents included in the Public Offering Statement. Homeowners and their tenants will each receive a copy of this handbook. Upon notification to the homeowner and their tenant of a violation of a rule or regulation, it will be the responsibility of the homeowner to see that said violation is corrected, and to pay any fine, which may be imposed. The homeowner must register the tenancy with management.

INSURANCE

The Foxborough Village Homeowners Association (HOA) and Townhouse Association (THA) are responsible for provision of insurance for the open space common elements owned by the Associations. The Associations insure the following coverage: General Liability, Directors and Officers Liability, and statutory requirements for Workman's Compensation. The limits of coverage are determined by the Board of Trustees and legal council.
The major portion of the insurance risk exposure of the Association is in the area of general liability. This coverage is available in the event the Association is found liable for certain injuries. This does not preclude the homeowner having insurance for their own property.
The Directors and Officers Insurance provides coverage for the Board of Trustees in the event that they are sued for any legal breach of their fiduciary responsibility while serving as members of the Board of Trustees.

Workman's Compensation is required by state law to be available at minimum coverage for any employees whom the Association may hire.

Each single family and / or townhouse owner at Foxborough Village should provide their own extended coverage for their home, contents, liability and relocation expense for 18 months. All homeowners should carefully consider these differences and consult with their own insurance agents for further clarification.

MAINTENANCE FEES

The maintenance fees are for the purpose of providing the necessary funding to administer the management and maintenance of the common elements of the

Associations. Since all property owners are members of the HOA, there is a separate charge for the services delivered in common for that Association. The THA property owners pay a second fee to their Association for the services directly attributed or benefited by the THA property owners. Therefore, THA property owners pay two (2) monthly fees while HOA owners pay one (1) monthly fee.

As mentioned previously, the services and determination of the maintenance fees are established by the Board of Trustees of each Association. The Board annually prepares an operating budget, and determines the maintenance fees, which reflect the services and corresponding expenses for the Associations. The maintenance fees are invoiced by the Management Company through the use of payment coupon booklets which are provided by the Management Company to each property owner.

MANAGEMENT OF THE ASSOCIATION

The Foxborough Village Board of Trustees contracts for professional management services. It is the responsibility of the management company to ensure that the lifestyle and property values of all homeowners are maintained in a manner consistent with the directions of the Board of Trustees. The responsibility to administer the business affairs of the Associations is delegated by the Board to the Managing Agent.

The Management Company oversees all of the day to day activities of the Associations and ensures that all contractors and / employees perform the services for which they were hired. Such services include, but are not limited to: lawn maintenance (THA), snow removal, grounds keeping, repairs and maintenance, lighting, utilities, security, and all recreational amenities. Additionally, the Management shall collect all fees, prepare financial reports, secure adequate insurance and enforce protective covenants.

The Management Company is:
Urban Building Evaluations, Inc. (UBE,, Inc.)
1 Willow Pond Drive
Howell, New Jersey 07731-3099
The on-site Community Manager is Eileen Laya:
Phone: (732) 360 - 2970
Fax: (732) 360 - 1437
UBE Inc. after hours (1-800) 550 - 5451

ARCHITECTURAL CONTROL

Statement of Purpose

The purpose of the Architectural Control Committee Guidelines is two-fold.

1. To insure that the design standards of the community are maintained, improvements are suitable and enhance the community and do not infringe on other homeowners rights.

2. To provide information and assistance to homeowners who wish to make changes or improvements to their property.

Authority

The Declaration of Establishment of Easements, Conditions, Reservations and Restrictions for Foxborough Village.

Guidelines and Information

Obligation

1. The Architectural Control Committee (ACC) wishes to remind all homeowners of their obligation toward the appearance of the Common Elements.
2. All residents anticipating **exterior changes** are charged to contact the Architectural Control Committee to avoid unnecessary delays and / or complications.
3. All modifications will be in keeping with the character of Foxborough Village and APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE IS REQUIRED.
4. The individual homeowner is responsible for the maintenance of all exterior modifications to their property. When a change is approved, that change, when completed may not be removed or changed again without further approval, and this responsibility shall continue with subsequent owners of the home in which the changes were made.
5. Any exterior improvement or modification, shall be completed within a reasonable period of time following commencement of work.
The Committee will determine a reasonable period of time. In no case will the minimum period of time be less than thirty (30) days to complete the project.
6. Any exterior modification constructed without prior approval will be subject to the following actions:
   a. The homeowner will be notified by the Board of Trustees about non-compliance, and possible legal actions.
   b. Upon receipt of non-compliance letter, delayed formal application from homeowner must be received by the ACC within ten (10) days after notification of non-compliance.
   c. If the Board requests that the modification be removed, it must be done within thirty (30) days, otherwise the Board may make arrangements to have the modification removed, and / or restored to its previous condition at the expense of the homeowner or take any other action including but not limited to legal action that the Board finds is necessary and proper.

Procedures

1. Only written requests will be considered. A sample form of the application for alteration is included in this handbook. Applications may be obtained from the Community Manager's Office. If the homeowner does not feel that this will do justice to their application, then a written submission of his /her own design can be submitted for review. However, it should contain at least the basic information requested on the actual form.

2. The Board will respond, in writing, to a request within thirty (30) days after submission to the Board.

3. The project description should include all information necessary for a decision to be made. Necessary information would include height, width, length, size, shape, color and location of the proposed improvement. Photographs, sketches, architect's plans and a property lot and block survey would aid in the process.

4. All requests for action should be sent to the attention of:

The Architectural Control Committee of Foxborough Village
29 Emerald Lane
Old Bridge, New Jersey 08857

or hand delivered to the Community Manager at the above address.

Approvals

Application received will be acted upon within thirty (30) days of receipt by the ACC. If the application falls out of the scope of the Committees purview, or the application is incomplete, further investigation by the Committee and / or Board may be required in necessitating additional time for review and action on the application. Notwithstanding, the decision of the ACC, the owner must still conform with state, and Township Building Codes.

Disapprovals

Any homeowner who applies for an improvement and whose application is disapproved, shall be notified in writing as to the specific reason(s) for non approval of the request. The homeowner then has the right to appeal the decision of the Committee.

Architectural Complaint Procedure

1. Reports of violations of relevant Articles of the By-Laws may be made in writing to any member of the Committee.

2. Complaints will be verified by a member of the Committee or the Community Manager.

3. If the violation does exist, the Board will take the appropriate actions.

Items Subject To Review By The Committee

Attached is a copy of Article VI, Section 1 - Architectural Control, of the Declaration for easy reference. If in doubt about any exterior change under consideration that is not covered in the attached Declaration, please contact the office who may put you in contact with the the Architectural Control Committee for advice.

ARTICLE VI:
AUTHORITY FOR ARCHITECTURAL CONTROL

Section 1. Review by Board - No building, fence, wall or other structure shall be commenced, erected or maintained upon or within the Common Areas or Recreational Area, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to

surrounding structures and topography by the Board of Trustees of the Homeowners Association and / or the Townhouse Association. In the event said Board fails to approve such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced and Lis Pendens recorded prior to the completion thereof, approval will not be required and this article will be deemed to have been fully complied with. Upon approval in either manner of such design and location plans, the Board shall, at the request of any prospective owner or mortgagee, issue a certificate certifying that the plans and specifications have been approved by the passage of such period, or have been approved or disapproved by vote.

ARTICLE VII:
PARTY WALLS

Section 1. General Rules of Law to Apply - Each wall built as part of the original construction of the homes upon the lots placed on the 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 of liability for property damages due to negligent or willful acts or omissions shall apply thereto. In the event any portion of any structure as originally constructed by the Developer, including any party wall or fence which protrudes over an adjoining lot, such structure or party wall shall not be deemed to be an encroachment upon the adjoining lot or lots, and the owners shall neither maintain any action for the removal of a party wall or structure nor any action for damages. In the event there is a protrusion as herein above described, it shall be deemed that said owners have granted a perpetual easement to the adjoining owner or owners for continued maintenance and use of said party wall or structure. The foregoing shall apply to any replacement of any structure or party walls if the same are constructed in accordance with said construction of the party wall constructed by the Developer. This agreement shall be perpetual and shall not be subject to amendment of these covenants and restrictions.

Section 2. Sharing of Repair and Maintenance - The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners to make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty - If a party wall is destroyed or damaged by fire or other casualty, any Owner who used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof, in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for neglect or willful acts or omissions.

Section 4. Weatherproofing - Notwithstanding any other provisions of this Article, an Owner, who by negligent or willful act caused the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. 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 Owners successors in title.
Section 6. Arbitration - In the event any Dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all arbitrators shall be final and conclusive of the question involved.

MAINTENANCE AND REPAIRS

Section 1. Each Single-Family Unit Owner shall be responsible for maintenance and repairs and decoration on the Owners Lot, including, but not limited to, exterior and all walls, foundation, roofs, fences, front service walks and painting. The Owner shall effectuate all such repairs and maintenance when necessary. If the Owner shall fail to effectuate such repairs and maintenance within a reasonable time after notice from the Homeowners Association, the Homeowners Association shall have the right to effectuate such repairs and maintenance and add the cost of same, together with a reasonable service charge, to the next payment of the Owners annual assessment. Such cost and service charge shall become a lien of the property in accordance with the terms of this Declaration.
Section 2. Maintenance and repair of the Common Elements shall be the responsibility of the Homeowners Association where applicable, or Townhouse Association where applicable.

ARTICLE IX:
PROTECTIVE COVENANTS

Section 1. Without intending to limit the generality of the foregoing provisions of Article VI, the following restrictions are imposed as a common scheme upon all Lots:

a. no tank for storage of gas or liquids may be maintained on any Lot unless hidden from view of any other Lot;

b. no animals, livestock or poultry of any kind shall be raised, bred or kept in a dwelling or on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than two (2) pets in aggregate may be kept on any Lot;

c. no garbage, refuse, rubbish or cutting shall be deposited on any lot, street, sidewalk, parking area, unless placed in a closed metal receptacle container or placed in other designated collection area provided by the Lot Owner. Containers provided by the Lot Owners shall not be placed on any street, sidewalk, parking area or Common Area except when necessary for collection and shall regularly be kept in a location on the Lot which is unobtrusive to view from any other portion of the Foxborough Village Development;

d. no commercial or other non-passenger vehicle of any type, and no unlicensed motor vehicles of any type, shall be permitted to remain overnight on the property of a Lot Owner within the Foxborough Village Development or within Common Areas; (see Policy Resolution #1 Definition of Commercial Vehicles).

e. no boats, campers or trailers of any type shall be permitted on the property of any Lot Owner.

f. no outside radio or television antennas shall be erected on the property of a dwelling unit. No air-conditioning window units will be allowed. Satellite dishes for TV reception are under FCC guidelines per the Telecommunications Act of 1996

g. no drying or airing of any clothing or bedding shall be permitted outdoors within the area of the property of a Lot Owner and no clothes-hanging devices such as lines, reels, poles, frames, etc.., shall be erected;

h. no noxious, unsightly or offensive activity, including vehicle repairs, shall be conducted on the property of a Lot Owner or on streets, nor shall anything be permitted to be done thereon which may become an annoyance or nuisance to the residents of other dwelling units;

i. no sign of any kind shall be displayed to the public view on any Lot or improvement thereon except a one-family name sign of not more than 144 square inches, or one temporary sign of not more than two (2) square feet, advertising the property for sale or rent. No such sign shall be illuminated;

j. no building structure shall be erected nor alteration or addition to or repainting of the exterior thereof be made unless it shall conform substantially in architecture and materials to the dwelling as originally constructed by the Developer and as approved by the Architectural Control Committee as herein set forth. Any change in exterior paint color or exterior surface from the original selected by the Developer shall be subject to the approval of the Architectural Control Committee;

k. no use or other activities or things shall be permitted unless all applicable governmental permits are obtained and unless all applicable governmental regulations and requirements are met.

ARTICLE X:

Section 1. Setback Lines - No building or any part thereof, including garages and porches, shall be erected on any Lot within the Project known as Foxborough Village, Township of Old Bridge, Middlesex County, New Jersey, closer than the front, side and rear setback lines as provided for on the final subdivision plans for Foxborough Village approved by the Township of Old Bridge Planning Board and recorded in the Office of the Middlesex County Clerk.

Notwithstanding, anything to the contrary herein, the Planning Board of the Township of Old Bridge shall have the right to permit reasonable modifications of the setback requirements where, in the discretion of the Planning Board, strict enforcement of the setback provisions would work a hardship. Application for modification to the Planning Board shall follow the procedure for requesting a variance from the Planning Board.

Section 2. Walls - No boundary wall shall be constructed with a height of more than six (6) feet and no boundary line hedge or shrubbery shall be permitted with a height of more than six (6) feet. No wall of any height shall be constructed on any Lot until after the height, type, design and approximate location therefore shall have been approved in writing by the Homeowners Association and / or the Townhouse Association. The heights or elevations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to such heights may be completely determined by the Homeowners Association and / or the Townhouse Association.
(Sample Applications are printed in this booklet.)

FINANCE

Statement of Purpose

The purpose of the Finance Committee is to investigate all financial matters related to the operation of the Foxborough Village Homeowners Association and the Foxborough Village Townhouse Association for the purpose of making recommendations to the Board of Trustees. These matters include, but are not limited to, the preparation and review of the annual budget, and the investment of excess cash funds (most notably, the Capital Reserve Fund).

MAINTENANCE AND BEAUTIFICATION

Statement of Purpose

We, as a Committee shall advise the Board of Trustees on all matters pertaining to the Common Areas in the community. As a Committee, we oversee with the guidance from the Board, the landscaping, repairs and improvements.

Guidelines and Information

Lawns

Single-Family Home Sections - All single-family home sections are responsible for the general maintenance and up-keep, including the watering of their lawns. All lawns must be maintained to present a neat appearance in the community.

Townhouse Sections - The grass, trees and shrubs shall be maintained by the Association. However, the homeowners are responsible for the watering of their lawns and the private garden adjacent to their property. This private garden must be kept free of weeds, debris and shall not be used for storage.

ALL COMMON AREAS SHALL BE MAINTAINED BY THE ASSOCIATION

Snow Removal

Single-Family Homeowners are responsible for snow removal from their adjacent walkways, driveways and sidewalks.

Townhouse Section - Snow will be removed from steps, landings, walkways and garage aprons by the Association.

All snow will be removed from the streets by the Associations.

BY THE ASSOCIATION

Repairs to Sidewalks

Repairs and general construction maintenance of sidewalks in the single-family home section is the responsibility of the Homeowners Association. The Townhouse Association maintains the sidewalks within the common areas.

NEWSLETTER

Statement of Purpose

Our newsletter is designed to help all residents of Foxborough Village live better by providing authoritative information from our Board of Trustees, Committees, Community Manager, fellow residents, and Old Bridge Township. It is designed to meet objectives of facts which are necessary and appropriate with a non-biased point of view to improve and maintain communication of our residents.

The Fox's Tale

The Fox's Tale is published by our Community Manager.Articles, announcements, advertisements, etc., are encouraged and welcomed. All materials must conform to our Statement of Purpose and Policy. Please contact the management office for additional information.

RECREATIONAL FACILITIES AND SPECIAL EVENTS

Statement of Purpose
The efforts of the Recreational Committee are to promote a feeling of community. It is designed to give all an opportunity here at Foxborough Village to get to know their neighbors on a variety of levels. The Recreation Committee will make suggestions to hopefully benefit all residents and suggest a variety of activities for everyone's enjoyment.

PROCEDURES FOR USE OF THE COMMUNITY HOUSE

The Community House, located at 29 Emerald Lane, is part of the Community Center that includes Basketball Court, Tennis Courts and a Tot Lot.

At this time the Community House is not available for private functions due to the unavailability of parking and the absence of Township approval due to the lack of parking.

The Community House is for The Association's use which includes: meetings of the Trustees; meetings of the various Association Committees; Recreation Committee functions; Management Office and any other meetings called to conduct Association business.

BASKETBALL COURT RULES

1. Proper attire, including sneakers are required on the courts at all times.
2. Food, smoking and beverages (with the exception of water) are prohibited on the courts. All glassware is to be prohibited within the court area including, but not limited to beverage bottles, drinking glasses and glass baby bottles.
3. No one except players are allowed on the courts at any time.
4. Guests are permitted to use the courts only when playing on the court with a resident.
5. The courts must be cleared of all refuse after use by the players
6. The Community Manager has the authority to request any person to leave for improper conduct.
7. No pets are permitted on the courts.

RULES AND REGULATIONS FOR THE USE OF THE TENNIS COURTS

1. Proper attire, including sneakers or tennis shoes is required on the courts at all times.
2. Food, smoking and beverages (with the exception of water) are prohibited on the courts. All glassware is to be prohibited within the court area including, but not limited to beverage bottles, drinking glasses and glass baby bottles.
3. No one except players are allowed on the courts at any time.

4. Courts are to be used for tennis only. No skateboards, bicycling, ball playing, in-line skating and the like are permitted.

5. Guests are permitted to use the courts only when playing on the court with a resident.

6. Individuals 16 or older will have priority to use the courts on weekdays after 5:00 p.m.and on Saturday and Sunday from 8:00 a.m. to 1:00 p.m. Children are permitted to use courts during these times only if playing with an adult or if the courts are unoccupied.

7. When other players are waiting, playing time will be limited to one (1) hour for singles or doubles. If no other players are waiting, players may play beyond one hour, provided that they yield the court upon the arrival of new players when no other court is available.

8. The courts must be cleared of all refuse after use by the players.

9. The Community Manager has the authority to request any person to leave for improper conduct.

10. No pets are permitted on the courts.

TOT LOT REGULATIONS

1. Tot lots are restricted to use by residents of Foxborough Village.
2. Tot lots will be open from 8:00 a.m. until dusk.
3. No dangerous horse play or rough-housing is permitted.
4. All children using the Tot Lots must be supervised, as the Association assumes no responsibility for any child using the facilities.
5. No pets are permitted in the Tot Lots.
6. Management or their agents have the authority to request any person to leave for improper conduct.
7. No alcoholic beverages or illegal substances are permitted.

RULES AND REGULATIONS

Statement of Purpose

Under the By-Laws of Foxborough Village Homeowners Association, (Article IV Section 402e and Article V Section 504), and the By-Laws of Foxborough Village Townhouse Association, (Article IV Section 402e, and Article V Section 504), the Board of Trustees has appointed a Rules and Regulations Committee. The purpose of this committee is for the adoption and amendment of rules and regulations covering the operations and use of the property. The Committee is further charged with the responsibility of interpreting, defining and establishing rules and regulations governing the Association.

Soliciting

No solicitation without authorization in Foxborough is permitted. This includes the distribution of flyers or signs posted inside or outside a home. Authorization may be obtained through the Property Management.

No home shall be used except for residential purposes and no commercial or business activities shall be permitted upon the properties.

Parking and Vehicle Use

No commercial vehicles may be stored or parked on any portion of the property, except for those vehicles making deliveries or providing services to the lots and homes in the Development. See Policy Resolutions #1- Definition of Commercial Vehicles.

No vehicles without adequate noise suppression shall be operated in Foxborough Village, nor shall any vehicle be operated in a manner to create excessive noise.

No vehicle may be operated in areas other than streets without proper authorization. All vehicles must be properly registered while parked on common property and have current license plates and inspection stickers.

Vehicles owned by single-family homeowners should be parked in their garages or on their driveways, not on the streets. Patio homeowners should also park their vehicles in garages or on their driveway aprons and avoid parking in common ground areas whenever possible.

During snow removal time, owners must cooperate with equipment operators by moving their vehicles when necessary.

Residents will refrain from performing any repair or service to their cars which would cause damage to common property and create a nuisance.

Laundry

Hanging of laundry outdoors on a clothes line or dryer rack is prohibited. No laundry may be hung on patios or balconies where it may be seen.

Newspapers

Newspapers must be brought in after each delivery.

Garbage

No garbage is to be placed out or stored in front of, or behind a house where it will be seen at any time except for public pick-up arrangements.

Garbage will be placed outside the night before pick-up (after sundown) or the morning of pick-up.

Each homeowner is responsible for properly tying up bundles or placing their trash in plastic garbage bags or garbage containers. (containers are strongly recommended to prevent wildlife from tearing open bags.)

Recycling materials must be placed in appropriate containers (available from the Township), and cardboard must be bundled and tied.

TRASH PICK-UP DAYS ARE TUESDAY AND FRIDAY MORNINGS.
RECYCLING IS EVERY OTHER THURSDAY.

Pets

All pets must be kept on a leash and are not allowed to run free through the community.

Cats must not be allowed to run free. (feral cats continue to be a problem.)

Pets are not allowed to be tied up outside on common ground or left unattended on property, porches or patios.

No resident shall keep, harbor or maintain any dog which habitually barks or cries so as to disturb the public peace. Owners of pets who leave them alone for

extended periods of time must see that doors and windows of their homes are closed.
No animals are allowed on the tennis courts, basketball courts, tot lots and in the Community House at any time.
Dogs must be walked on the main roads. It is prohibited to walk a pet to relieve itself on sidewalks and common areas in front of residents' homes.

DOG WALKERS MUST CARRY AN IMPLEMENT OR SHOVEL FOR USE IN PICKING UP THEIR DOG'S DROPPINGS.

All dog owners must obtain a license from Old Bridge Township and a tag must be worn by the dog at all times.
Violation of these rules may subject the pet's owner to penalties levied by the Association as well as Old Bridge Township.
Should you see a dog or cat roaming free in the area, please report it immediately to the Township Animal control at 721-5600 ext. 6300 or call the Old Bridge Police Department at (732) 721-4000.

Violations Procedure
At the May 8, 1986 meeting of the Foxborough Village Townhouse Association and Foxborough Village Homeowners Association Boards of Trustees, a Resolution was unanimously passed. The Resolution formulated a policy for enforcement of various provisions of the By-Laws of each Association; the Declaration of Establishment of Easements, Conditions, Reservations and Restrictions. Copies of the Resolution are available through Management at 360-2970 as well as reprinted below. Do not forget that any and all exterior or architectural changes must first be approved by the Architectural Control Committee.

The Association shall, in writing, notify a unit owner of any violation. Thereafter, if the violation is not corrected or abated within a reasonable time, a fine shall br assessed to that unit owner's account on a monthly basis.

FINES

1ST	2ND	3RD
$25	$75	$150

NUISANCES

Residents shall not make or permit any disturbing noise in their units, whether made by themselves, their families or guests, which will interfere with the rights or comforts of other residents.

1. No loud musical instruments, television, stereo.
2. No commercial or professional instruction to be given (not to include private instruction being received).
3. Home or auto burglar alarms should be deactivated after 15 minutes of operation.
4. Constant vehicle horn-blowing or revving of car or boat engines.

TOT LOTS

1. No loitering or congregating allowed after dark.

PETS

1. No raising or breeding animals, livestock or poultry.
2. No animals to run free. Must be on a leash when outside.
3. No pens or outside enclosures.
4. Owners are required to pick up and dispose of feces left by pets.
5. No continued barking or howling which is disruptive to the tranquility of the neighborhood.
6. No animals to be left tied or unattended on property, patios or garages for extended period of time.

AUTOMOBILES

1. Vehicles should be parked within garages, with only one vehicle allowed on the driveway.
2. Parking in designated areas only. No blocking walkways.
3. No commercial, disabled, unregistered vehicles or recreational vehicles stored on the streets, parking areas or driveways.
4. No extensive repairs to automobiles is allowed.

APPEARANCES

Restaining

1. All units must be stained when notified.
2. Any restaining and color choice must be done in compliance with the letter sent out by the Board. Proper procedures will be strictly enforced.
3. All cul-de-sac residents must maintain the same color as dictated by the Board.

GARDENS AND LAWNS

1. All private gardens should be clean and weed free.
2. All lawns and shrubbery should be watered. Tenants are also responsible to maintain lawns and gardens.
3. A fence, latticework, including but not limited to, must be installed only with THA approval of the Board.

PROPERTY

1. Newspapers and litter should be picked up in cul-de-sac and in each driveway.
2. No TV antennas, aerials on any property.
3. No hanging of clothes, rugs, etc., on the outside units.
4. No commercial signs or banners other than "FOR SALE" signs to be placed in windows or on property.
5. No garbage containers to be kept outside, other than the day of pick-up and then brought inside. Trash should be stored in proper containers.
6. No building, renovations, external modifications or outside sports fixtures to be added without Board approval.

VANDALISM HURTS EVERYONE

ANY DAMAGE TO PRIVATE OR COMMON GROUNDS, LIGHTING, GRAFFITI, BUILDINGS OR TOT LOTS, WILL BE DEALT WITH SEVERELY. PARENTS WILL BE HELD RESPONSIBLE FOR THE REPAIR OF SUCH DAMAGE, IN ADDITION TO ANY FINES IMPOSED AS A RESULT OF A CHILD'S ACTIONS.

Any violation not covered in this fine structure will be reviewed and determined by the Board.

If a violation continues 10 days after the first fine is incurred, a second fine is added, 10 days later a third fine is imposed.

If the fines are unpaid, the tenant/owner may have a lien put on their unit.

FOXBOROUGH VILLAGE HOMEOWNERS ASSOCIATION, INC. RESOLUTION PROCEDURES RELATIVE TO THE ENFORCEMENT OF PROTECTIVE COVENANTS, RESTRICTIONS, RULES AND REGULATIONS, BY-LAWS AND PROVISIONS OF THE DECLARATION AND ESTABLISHMENT OF EASEMENTS, CONDITIONS, RESERVATIONS & RESTRICTIONS OF FOXBOROUGH VILLAGE ("the Declaration")

WHEREAS, pursuant to section 102 of the By-Laws of the Foxborough Village Homeowners Association, Inc.,("the Association") was formed for the purpose of taking certain actions with regard to the administration, management, maintenance, repair and operation of the property owned by the Association; and

WHEREAS, ARTICLE XI, Section 3 - General Provisions of the Declaration permits the Association to enforce the terms of the Declaration; and

WHEREAS, the Board of Trustees of the Association deems it necessary and in the interest of the Association to establish a uniform policy regarding the enforcement of the aforementioned documents and / or provisions;

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures are hereby adopted by the Association with regard to the enforcement of the various covenants, restrictions, rules and regulations, By-Laws of the Association and provisions of the Declaration (herein collectively referred to as the "Restrictions");

1. Whenever a violation of the Restrictions is reported to or noted by the Association and / or the Board of Trustees, the Board of Trustees shall direct The Management Company to verify same. Notwithstanding any such verification, Management shall send written notice to the resident occupying the unit at Foxborough Village and to the record owner of the unit, if they are not one and the same (the "First Notice"). The notice shall, in general terms, inform the individual(s) to comply with the Restriction or cause its occupants to comply with the Restriction, as the case may be.
2. If the resident occupying the unit at Foxborough Village shall fail to comply with the Restriction referenced in the First Notice within fourteen (14) days of the mailing of the First Notice, Management shall forward, by certified mail return receipt requested, to the individual occupying the unit at Foxborough Village and the record unit owner, if they are not one and the same, a Cease & Desist Notice. Said Cease & Desist Notice shall cite the specific Section of the Restriction that has been violated and when said violation had occurred. The occupant and the residence owner, if not the same, shall be directed to comply with the applicable Restrictions within ten (10) days of the date of the Cease & Desist Notice or further action will be taken by the Board of Trustees.
3. If the violation of the Restriction continues for more than the ten (10) days after the date of the Cease & Desist Notice, Management shall forward, by certified mail return receipt requested, to the individual occupying the unit and the record owner, if not one and

the same, a Notice of Hearing. Said Notice of Hearing shall fix a date, not less than ten (10) days from the date of the Notice of Hearing, when the individual occupying the unit and the record unit owner, if not one and the same, shall have a hearing before the Board of Trustees concerning the alleged violation of the Restriction. The Notice of Hearing shall state the specific Restriction being violated and shall encourage their attendance at said Hearing.

4. At the Hearing the occupant and the record unit owner, if not one and the same, may put forth any and all information pertinent to the alleged violation of the Restriction referred to in the Notice of Hearing. Similarly, Management, on behalf of the Association shall put forth any and all pertinent information to the alleged violation.

5. The Board of Trustees shall make a determination, by majority vote, as to the appropriate action, if any, to be taken.

FOXBOROUGH VILLAGE HOMEOWNERS ASSOCIATION, INC.
FOXBOROUGH VILLAGE TOWNHOUSE ASSOCIATION, INC.
RESOLUTION
PROCEDURES RELATIVE TO ASSESSMENTS RELATING TO COLLECTION OF DELINQUENT ASSESSMENTS

WHEREAS, Article V, Section 1 of the Declaration and Establishment of Easements, Conditions, Reservations and Restrictions creates an assessment obligation for all unit owners; and

WHEREAS, Article VI, Section 402 of the By-Laws of the Foxborough Village Homeowners / Townhouse Association, Inc. (the "By-Laws") charges the Board of Trustees (the "Board") with setting the annual common expense assessments and determining the charges payable monthly by the unit owners; and

WHEREAS, Article VI, Section 606 of the By-Laws establishes that all unpaid assessments shall constitute a lien against said unit owner and in favor of the Foxborough Village Homeowners / Townhouse Association, Inc. and charges the Board with taking prompt action to foreclose said lien; and

WHEREAS, the Board deems it necessary and in the interest of the Association to establish policy regarding collection of assessments;

NOW, THEREFORE, BE IT RESOLVED THAT the following assessment collection procedures be and hereby are adopted:

ROUTINE COLLECTIONS

1. All members shall pay their monthly dues, in advance, on the first day of each month to be sent to: 29 Emerald Lane, Old Bridge, New Jersey 08857 or inserted into the drop box located outside the front door of the Community House.
2. If payment is not received by the Management Office by the fifteenth (15th.) day of the month, the account shall be deemed late and a late charge of ten dollars ($10) shall be automatically be added to the account and thereafter be a part of the continuing lien for assessments as provided for in the By-Laws until all sums due including such late charges shall have been paid in full. A "Late Notice" shall be sent to Owners who have not paid due assessments in full within thirty (30) days of the due date.
3. If payment in full, including late charges, is not received by the Management Office by the forty-fifth (45th.) day after the due date, the account is turned over to counsel for the Association and a "Notice of Intent to Accelerate Installments and File Lien" shall be mailed to the owner at the address listed on the books of the Association by counsel. A copy of that notice shall be sent to the owner via certified mail, return receipt requested, as well as by regular mail, with the cost added to the account.
4. If payment in full, including late charges and cost of the certified letter is not received by The Management Office within ten (10) days after the Notice of Intent to Accelerate Installments and File Lien has been issued, then the remaining installments of the dues for the year shall be accelerated and a lien will be placed on the property.

5. Reasonable attorney fees shall be added to the account and thereafter be a part of the continuing lien for assessments as provided for in the By-Laws.
6. Pursuant to Article VI, Section 606 of the By-Laws of the Association, if the default continues for a period of 120 days, then the Board shall foreclose the lien pursuant to a law or commence a suit against the appropriate parties to collect said assessments.
7. Notwithstanding the foregoing, the Board hereby grants an amnesty period for all members of the Foxborough Village Homeowners / Townhouse Association whereby all of the foregoing actions will be stayed if any unit owner, owing any assessments to the Association, pays said sums to the Association.

All assessments should be mailed to:
FOXBOROUGH VILLAGE THA /HOA, INC.
29 EMERALD LANE
OLD BRIDGE, NEW JERSEY 08857

FOXBOROUGH VILLAGE HOMEOWNERS ASSOCIATION, INC.
POLICY RESOLUTION
DEFINITION OF COMMERCIAL VEHICLES

WHEREAS, Article IV, Section 1 of the By-Laws states "The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Association and may do such acts and things except those which by law or by the Certificate of Incorporation or by these By-Laws, may not be delegated to the Board of Trustees by Unit Owners...."; and
WHEREAS, N.J.S.A 46:8B-13 allows for the imposition of fines when a violation of the By-Laws occurs. The Board of Trustees for the Foxborough Village Homeowners Association, Inc. do hereby wish to define the term commercial vehicle as prohibited within the community as this issue directly affects the quality of ,life within the community.
Pursuant to ARTICLE IX. PROTECTIVE COVENANTS, Section 1 (d), no commerial vehicles shall be permitted to remain overnight on the property of any unit owner or company area located in Foxborough Village. The Board of Trustees, after having consulted with unit owners and after having requested input from the community as to the nature of commercial vehicles that should be prohibited, defines the term "commercial vehicle" as follows:

Box Truck
II Cube Vans
Step Vans
Utility Vans
Utility Trucks
Tractor/Cab or Trailer
Tow Trucks
Flat Bed Trucks
Dump Trucks
Construction Vehicles
U-Haul Rental Trucks or similar nature vehicles
Lawn Service Trailers or Rack Body Trailers
Trailers/Carriers
Any school bus or any type of bus

All overnight side racks or side equipment must be removed or stored inside any permitted vehicle.
No unlicensed vehicles of any type shall be permitted to remain overnight on the property of any Unit Owner within Foxborough Village or within the common areas. This provision will limit one work vehicle per unit within Foxborough Village, other than passenger vehicles. This provision does not limit the number of automobiles or mini-vans per unit.
Please note that U-haul type vehicles will be permitted for the sole purpose of residential moving provided that: overnight parking is limited to one night, no parking overnight on HOA main roads, and the vehicle not prohibit ingress or egress to any area. All parking in THA should be in driveway or cut out parking as space allows.

Emergency and Important Phone Numbers

Police:	**911** or (732) 721 - 4000
Fire / Ambulance: First Aid Squad	**911** (732) 721 – 4000
Raritan Bay Medical Center (Hospital on Ferry Road & Route 18)	(732) 360 -1000
Foxborough Village Community Manager	(732) 360 - 2970
Old Bridge Township	(732) 721 - 5600
Old Bridge Health Dept.	(732) 721 - 5600
Old Bridge Animal Control	(732) 721 - 5600
Old Bridge Board of Education	(732) 566 - 1000
Municipal Utilities Authority (Water and Sewage)	(732) 566 - 2534
NJ Poison Control Center	(1 800) 962 -1253
PSE & G	(0 800) 436 - 7734
JCP & L	(1 800) 545 - 7738
Bulk Pick-up	
Appliance Pick-up	(732) 721 – 5600 Ext. 6140
Public Library	(732) 721 – 5600 Ext. 5024

SAMPLE

Application for Alteration

Owner's Name _____
Telephone Number _____
Address _____
Unit Model _____

Describe how the alteration requested conforms substantially in architecture and material to the original structure.

Is a building permit required for the proposed alteration?

Describe the precaution taken to ensure there are no safety hazards with this alteration.

What construction materials are being used and what maintenance is required of this alteration?

Do you authorize the Foxborough Village Architectural Control Committee, or duly authorized representatives, given proper notice and a reasonable hour to visit, permission to inspect the modification?

I agree to be bound by the terms and conditions of these procedures, the Conditions and Restrictions, and the By-Laws of the Foxborough Village Homeowners Association. I understand that I could be asked to pay for the cost of any consulting entity that the Foxborough Village Architectural Committee deems necessary to properly review this application, after my subsequent acceptance of this request.

I also understand that any variance in modification, beyond that applied for here must be reviewed by the Foxborough Village Architectural Committee.

Signed: _____
(Owner of above property)

SAMPLE

FOXBOROUGH VILLAGE

OLD BRIDGE, NEW JERSEY

ARCHITECTURAL CONTROL COMMITTEE - HOMEOWNER REQUEST

FORM

NAME _____ DATE _____

ADDRESS _____ AREA _____

LOT # _____

PHONE NUMBER _____

Please describe the changes or additions which you wish to make to your lot. Give full details (or attach exhibits) or purpose and / or reason, type of materials to be used, furnish color and exact location on property in relation to lot boundary lines. At a minimum, a sketch with measurements is needed. Thank you for your cooperation.

Date received _____ Review date _____

Date sent to Board of Trustees _____

Board disposal _____ Date notified _____