



BRADDOCK'S MILL CONSERVATION ASSOCIATION

COVENANTS RUNNING WITH THE LAND AND PREMISES OF BRADDOCK'S MILL CORPORATION

THE LANDS AND PREMISES herein described shall be subject to the following protective covenants which are to run with the land and shall be binding on the parties hereto and all person claiming by, from, through or under them unless at any time by written consent of a majority of the respective owners of the lots in the Braddock's Mill Tract and with the written approval of the GRANTOR, its successors, assignees or nominees of record, it be agreed to change said covenants in whole or in part, which consent shall be recorded in the Office of the Clerk of Burlington County, New Jersey, and thereupon these covenants shall be deemed altered, changed or amended accordingly, otherwise the same shall remain in full force and effect as herein provided.

If the GRANTEE shall violate or attempt to violate any of the covenants herein stated, it shall be lawful for the GRANTOR or any other person or party owning real property situated in said Tract to prosecute any appropriate proceedings at law or in equity against the person or party violating or attempting to violate any such covenant in order either to prevent him, her, them or it from so doing or to recover damages for any such violation.

Invalidation of any covenant by judgment or court order shall in no wise affect any of the other or remaining covenants, or other provisions not specifically invalidated, which shall remain in full force and effect.

Whenever the approval of the GRANTOR is required as provided by these protective covenants, said approval shall be obtained from the GRANTOR if then in existence or from its successors, assignees or nominees, if any there be of record. Whenever the word GRANTOR is herein used it shall include the Grantor's successors, assignees or nominees of record. Whenever the word GRANTEE is used herein the same shall be construed to mean both the plural and singular number and to mean not only the party designated but also his, her, or their respective heirs, executors, administrators, or assigns.

Title to the waters and the bed of the Lake is and shall be retained and reserved to the GRANTOR, unless and until such time as GRANTOR shall transfer or convey the same to the Braddock's Mill Lake Club, and until such time GRANTOR hereby permits GRANTEE the right to use said Lake for pleasure purposes, provided, however that GRANTEE is and shall continue to be a member of the Braddock's Mill Lake Club and complies at all times with the rules and regulations of the Braddock's Mill Lake Club. Such use and privilege to the GRANTEE is personal and shall not extend to the heirs, executors, administrators or assigns of GRANTEE or any other person or party unless he, she or they first become and continue to be members of the Braddock's Mill Lake Club or its successors.

SAID PROTECTIVE COVENANTS ALSO INCLUDE THE FOLLOWING:

1. The described lands and premises shall be used for purposes of residence and recreation only.
2. Not more than one single family dwelling house shall be erected on any one lot.
3. A single family dwelling house may include a garage, which may be attached to or detached from the main dwelling, and may also, subject to the written approval of the GRANTOR include a guest house for use and occupancy of members of the GRANTEE'S family or guests.
4. No dwelling house, building or structure of any kind shall be constructed, erected, placed or altered on any lot unless and until a plot plan showing the proposed location, design and construction plans and specifications have been submitted to and approved by the GRANTOR. The approval required by this covenant shall be in writing before any building or construction work is commenced, and shall be given within 60 days after so requested in writing, otherwise the application therefore shall be deemed to have been refused.
5. No dwelling house, building or structure of any kind, nor any part thereof, shall be constructed or erected less than 75 feet from the Lake.
6. No business, trade, manufacturing, or commercial building or buildings shall be erected, nor shall any business, trade, manufacturing or commercial activity be conducted on any lands and premises within the Braddock's Mill Tract except upon written approval of the GRANTOR.
7. No sewage shall be permitted to drain into the Lake and all sewage disposal shall conform to the New Jersey State Sanitary Code.
8. All fireplaces and chimneys must be screened, and, if not connected directly with a dwelling house and included in the approved plans thereof, permission to construct or build the same must first be obtained in writing from the GRANTOR.
9. No fence or wall higher than four feet, other than a hedge or shrub fence, shall be built or constructed except upon written approval of the GRANTOR.
10. No house trailer, shack or other temporary housing shall be used as a residence on said premises.
11. No artificial walls or docks of any kind may be constructed along the edge of the Lake without written permission of the GRANTOR.
12. No signs, posters or billboards of any kind shall be posted in on or about GRANTEE's property without the written permission of the GRANTOR.
13. All privately owned streets, or roads on or through individual lots shall be disclosed in the building plans and specifications and shall be subject to approval by the GRANTOR.
14. No lot as presently or as may be hereafter laid out in the Braddock's Mill Tract by GRANTOR shall be subdivided for resale without the written approval of GRANTOR.
15. The GRANTOR, for itself and it's successors, assignees or nominees of record, reserves the right to raise the water of the Lake so that it's normal surface height shall be not more than one foot higher than the existing normal water level.

16. No live trees of a greater diameter than six inches at the height of one foot above ground shall be felled or destroyed without the approval of the GRANTOR. ,

17. GRANTEE will not without the written consent of the GRANTOR sell, convey, devise or lease the lands and premises or any part thereof to anyone other than the GRANTOR or a member of the Braddock's Mill Lake Club or its successor.

18. GRANTOR or its successors may at any time in writing waive any part or all of the foregoing conditions, covenants or restrictions.

19. By acceptance of the within deed, all conditions and protective covenants herein set forth shall be binding upon GRANTEE and all persons claiming by, from, through or under GRANTEE, which conditions, and covenants GRANTEE expressly agrees and covenants to keep and to be bound by, hereby binding GRANTEE thereto and the GRANTEE'S heirs, executors, administrators and assigns.

The, foregoing covenants are agreeable to and are herewith accepted by the undersigned GRANTEE.