

EXHIBIT "A"

SCENIC LAKES COMMUNITY ASSOCIATION, INC.
Box 152, Hamburg, New Jersey 07419

DEED RESTRICTIONS

The following restrictions, which are now of record, will be included in your deed, and as such, the lots are sold subject to them.

Excepting and reserving all mineral and mineral rights heretofore conveyed by the grantors' predecessors in title.

This conveyance is expressly subject to the following agreements, covenants, and restrictions, which agreements, covenants and restrictions run with the land and relate to the entire subdivision and provide a uniform plan for the improvement of said entire subdivision.

That no nuisance or anything obnoxious, unlawful or detrimental to adjoining or adjacent property shall be maintained on any part of the property herein conveyed; and no tents, trailers or any type of temporary structure or shelter shall be permitted without the written consent of the seller.

That no sign "For Sale" or "For Rent" or any other advertisement shall be placed or displayed on said premises, and if same is done, the seller has the right to remove such sign or advertisement without incurring any liability for damages or trespass.

No dwelling or other building shall be erected or occupied on the premises without a septic or chemical tank which will meet the requirements of the seller for the disposal of sewage from such building.

No outbuildings other than a garage or carport shall be permitted. Said garage or carport shall be attached to dwelling unless permission is otherwise granted by the party of the first part.

No fence or fences of any kind or description shall be placed or erected upon or within any part of the herein described premises without the written consent of the sellers, its successors or assigns.

The party of the second part agrees to provide sanitary disposal for all his own sewage, garbage and rubbish.

No boats, canoes, crafts or watercraft of any nature or description, except such as are propelled by either oars or paddles, shall be permitted upon the waters of Scenic Lakes, unless written permission has been given by the Scenic Lakes Association. No motor boats, outboard motors or kickers of any description shall be permitted on the waters of Scenic Lakes.

Neither said premises nor any buildings now or hereafter placed upon said premises shall be used for stabling of horses, cows or other cattle, or the housing of fowl.

The grantee, his agents, or his assigns shall not, on the within described property, build any building, or make any alteration or addition or improvement to any building without first having submitted plans and specifications including plot plans to the seller, and also, having first obtained in writing from the seller, its approval and consent.

The premises herein described shall be used for residence purposes only, excepting that those lots as shown on the map or maps as being designated by letters, are reserved as business property and may be used as such subject to such restrictions as seller may deem necessary. That not more than one single dwelling building shall be erected on a residential plot as set forth and shown on the aforementioned subdivision map. The seller, however, reserves the right to make modifications in any restriction clause in this agreement. For the purposes of this restriction, a residential plot shall consist of three lots.

The streets and portions of land of the seller laid down on the map of seller's property are not dedicated to public use, and the title thereto shall remain in the seller subject to the right to convey to Scenic Lakes Community Association, Inc., with reservations subject to the right of the seller and those claiming under him, to use the same for ingress and egress to and from any public road, by the most direct course over the streets shown on said map, and if and when dedicated to public use, shall be made subject to the right of the seller to maintain, or grant the right to maintain water mains, sewer pipes, street drains, gas mains, fixtures for street and building lighting purposes, telegraph, telephone and electric light poles and conduits within the lines of such roadways, trails and passageways.

The seller reserves the right to erect or permit the erection of buildings on any other part or portion of the reservation to be used as pavillions, community house, bath houses, or for any other purpose which it deems necessary for the benefit or convenience of the community as a whole; and reserves the right to build or permit to be built such swimming places, beaches and other facilities recreational or otherwise, as it may deem necessary for the benefit or convenience of the property or community as a whole.

The grantee herein, his heirs, successors or assigns agrees to become a member of the Scenic Lakes Community Association, Inc., which membership shall carry with it, the right to the use of said lakes and of the roads and club property subject to the terms and conditions set forth in the charter and Bylaws of the said Association, the purpose of which Association is to insure and to preserve the present and future character and welfare of the community, established by the party of the first part herein. And the purchaser, his heirs, successors or assigns further covenant and agree to comply with and conform to the present and future charter and Bylaws of said Association. It is particularly understood and agreed that the said Association, is to be composed of owners, buyers, tenants or occupiers of land at Scenic Lakes. The buyer further agrees that any person, firm, or corporation to whom the

seller conveys or leases land located in the vicinity of Scenic Lakes shall be eligible to membership in said Association, and that any application for membership from a grantee or lessee of the seller shall be passed and approved if requested by said seller. The right to have grantees and lessees approved for membership may be assigned by said seller to any person, firm or corporation acquiring the then entire holdings of said seller. At any time, whenever the grantor desires, it may convey such rights as the grantor has, in and on, and to the waters of Scenic Lakes, and in and to the public beaches, spillway, dam and appliances, and in and to the land under the waters of Scenic Lakes, and in to the streets and drives shown on said map, subject to reservations required by the grantor for the benefit of remaining lands of the grantor, now owned or hereafter acquired to the Scenic Lakes Community Association, Inc., and the said seller shall at the time, convey to the said Association all its right, title and interest in and to said waters, public beaches, spillway, dam and appliances and land under the waters of Scenic Lakes, and in and to the streets and drives shown on said map, subject to reservations required by the grantor for the benefit of remaining lands of the grantor now owned or hereafter acquired to the Scenic Lakes Community Association, Inc., and said seller shall, at that time, convey to said club, all its rights, title and interest in and to said waters, public beaches, spillway, dam and appliances, and land under the waters of Scenic Lakes, subject however, to the right of said seller to have grantees and lessees of its remaining lands and land hereafter acquired by it, approved for membership in such Association, entitling said grantees and lessees to rights equal of those of any other members of such Association, the Scenic Lakes Community Association, Inc., however, to have no power of disposal of such rights, or to mortgage same without the consent and approval of the grantor.

The party of the second part does hereby covenant and agree to make the following payments:

- a. To pay to Scenic Lakes Community Association, Inc., such yearly dues and assessments as may be determined necessary by the Board of Trustees.
- b. To pay to Scenic Lakes Community Association, Inc., such Governmental Tax as may be imposed on, or by reason of, the payment of the amounts herein provided to be paid.

The payments herein provided under Paragraphs a, and b, shall be payable yearly in advance on March 1st, provided that the first payment shall be due and payable upon acceptance into membership.

Where two or more persons are the owners of a lot or lots, the Board of Trustees shall determine from time to time what rights and privileges and upon what terms and conditions said owners shall enjoy the privileges of Scenic Lakes Community Association, Inc.

In case default is made in any of the payments herein provided to be made and shall continue for 60 days, the amount so due shall become and is hereby declared a lien on the premises which is the basis for said charge.

It is agreed that the buyer has induced the seller to sell the aforementioned property with the promise on the part of the buyer to the seller that the buyer will not sell, rent, lease or permit to be placed upon said premises except to an active or associate

member of the Scenic Lakes Community Association, Inc., and this conveyance is made expressly subject to the restriction that the same may not be used or occupied, rented or leased except by such member of the Scenic Lakes Community Association, Inc., provided, however, that this restriction shall continue only so long as said Association exists.

Each of said restrictions and conditions herein contained shall continue in full force and effect until January 1, 1974, and then shall terminate and be of no further effect, either legal or equitable upon said property or on the parties hereto, their heirs, successors devisees, executors, administrators, or assigns, unless by vote a majority of the then owners decide to the contrary.

All buildings must have their exteriors finished and painted within four (4) months of the starting date and all building materials must be removed from said property by that date. Storing of building material is forbidden except during said four-month building period.

Hanging of laundry for drying is forbidden except in rear yards in an inconspicuous place.

We are sure you will be pleased with your selection of property, and hope you will call on us at any time that we may be of service to you.