RESTRICTIONS, CONDITIONS, CHARGES, ETC.
GOVERNING PROPERTY OF PENN DEVELOPMENT COMPANY
FENWICK PARK, TOWNSHIP OF UPPER PENNS NECK, NEW JERSEY
***AS AMENDED* JUNE 23, 1948**

As set forth in Deed from, E. I. du Pont de Nemours & Company to Penn Development Company dated October 19, 1936 and recorded October 21, 1936 at 9:30 A.M. in Book 221 page 215 & c in the County Clerk's Office of Salem County, Nev Jersey; and revised by agreement dated June 23, 1948 entitled "AMENDMENT OF CERTAIN RESTRICTIONS AND RELEASE OF CERTAIN EASEMENTS IN FENWICK PARK TOWNSHIP OF UPPER PENN'S NECK, SALEM COUNTY, NEW JERSEY" and recorded on December 29, 1948 at 10:20 A.M. in Book 289, page 455 & c in the County Clerk's Office of Salem County, New Jersey.

Notes: These restrictions, easements, covenants, conditions, charges, etc. affecting Fenwick Park will NOT be specifically repeated in the Deeds from Penn Development Company to purchasers of lots therein. It is, therefore, important for their information and guidance that all purchasers should carefully read and retain a copy of same with their deed to be passed on to any subsequent purchasers, grantees or devisees.

In the following copy of Restrictions, conditions, etc., the Penn Development Company is denoted as "party of the second part".

SUBJECT, HOWEVER, to the following covenants, agreements, conditions, easements, reservations, restrictions, and charges which it is hereby agreed shall be covenants running with the land and shall be binding upon the party of the second part, its heirs, executors, administrators and assigns, and, upon all of the lands included within the said tract known as "Fenwick Park".

ARTICLE I

Definitions

The word "street" as used herein is intended to mean any street, highway, or other thoroughfare as shown on Fenwick Park Plot Plan, which is attached hereto and hereby made a part hereof, or hereafter laid out in said tract, whether designated as street, avenue, road, place, lane, path, way, court, circle or otherwise.

The "words "frontage" or "front line" as used herein are intended to mean that line or lines of any lot included in said tract which adjoin or coincide with any street line.

The words "Fenwick Park" and "track", as used in these Articles, are each intended to mean all the land included in Parcel No. l and Parcel No. 2 and all that portion of the former Georgetown Road adjacent thereto, as described above and shown on the said plot plan hereto attached.

The word "lot" as used in these articles shall be deemed to mean all the land included in any lot shown upon the plot plan of Fenwick Park hereto annexed; saving that the owner of any such lot may increase the width thereof by, the acquisition or addition thereto of a portion or all of an adjoining lot or may decrease the width hereof by the sale or other disposition of a portion or all thereof, except that any portion less than sixty feet (60') frontage must be disposed of to the owner of an adjoining lot; and such lot as so increased or decreased shall be deemed to mean all of the land included in any such lot as so increased or decreased; and the sidelines or boundary lines of such lot as so increased or decreased as referred to herein shall be deemed to include the whole of such lot as so increased or decreased.

ARTICLE II

Nuisance

No trade of business of any kind or character nor any building designed or intended for such use shall be erected, permitted, maintained or operated upon any of the land included in said tract. Nor shall any poultry, hogs, cattle, animals or other livestock be kept thereon. This provision shall not be construed so as to prevent the practice of medicine, dentistry or other professional services on said tract, subject however to the approval of the party of the first part, and also shall not be construed so as to prevent the keeping of customary pets such as dogs, cats, birds, etc., thereon.

ARTICLE III

Use of Land

The land included in said tract shall be used for private residential purposes only, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, each dwelling being designed for occupation by a single family, and private garages for the sole use of the respective owners or occupants of the lots upon which said garages are erected, and not more than one residence shall be erected or constructed upon any lot. Buildings to be used for schools, churches, libraries, art galleries, museums, clubs, or for recreational, educational, religious or philanthropic purposes may be erected or maintained on the land included in said tract, provided that the location, designs, and maintenance thereof be approved by the owner of a majority of the lots in said Fenwick Park.

ARTICLE IV

Building Restrictions and Easements

1. No building shall be erected or maintained on any lot of land included in said tract unless said lot shall have a minimum frontage line of sixty feet (60') adjoining a public street or road.

2. All lots of land included in said tract shall be subject to the following public easements, to-wit:

(a) That portion or portions of said tract which have been designated on the plot plan of Fenwick Park previously referred to herein as streets, shall be subject to the general use in common by the owners of the lots included in said tract for the purposes of ingress and egress in any manner whatsoever, the installation and maintenance of sidewalks, shade trees, grass, etc., and public or quasi-public utilities such as gas, water, electric, telephone, etc. The party of the first part reserves the right to designate and approve the actual location of the above said public and quasi-public utilities, sidewalks, shade trees, grass, and rights of way as aforesaid in each said street. Any, strip of land within each said street designated by the party of the first part to be used for the purposes of maintaining sidewalks, grass, shade trees, etc., shall be maintained by the owner or the lot of land immediately adjoining same.

(b) That portion or portions of each lot of land included in said tract, consisting of a strip of land one and one-ha1f feet in width extending along the rear lines of each said lot, and that portion or portions of each lot consisting of a strip of land one and one-half feet in width where now are located the sewer, telephone, water and electric lines, shall be subject to the use of general public or quasi-public utilities or facilities in any manner necessary for the installation and maintenance thereof.

The following is a description of the existing easements for public utilities, sewers (except storm sewer in block "A" granted by special easements in individual deeds), electric, water and telephone lines between the said lots on the original plot plan as recorded:

BLOCK "A"

Along dividing line between Lots 4 and 5; along dividing line between Lots 5 and 6; along dividing line between Lot 12 and Lots 9, 10, 11; and along dividing line between Lots 12 and l3.

BLOCK "B"

Along dividing line between Lot 1, and Lots 2, 3 and 4; along dividing line between Lot 8, and Lots 9 and 10.

BLOCK "C"

Along dividing line between Lots 4 and 5; along dividing line between Lots 5 and 6; along dividing line between Lot 11 and Lots 12 and l3; along dividing line between Lot 16 and Lots 14 and 15; along dividing line between Lots 21 and 22; along dividing line between Lots 22 and 23; and along dividing line between Lot 24 and Lots 1 and 2.

BLOCK "D"

Along dividing line between Lots 11 and 12.

BLOCK "E"

Along dividing lot line between Lots 2 and 12; along dividing lot line between Lot 3 and Lots 1 and 2.

For the purposes herein, the rear lot lines of the following lots on the original plot plan as recorded are as fol1ows:

(a) Block "A", Lot 11, the northeasterly lot line of said lot,
(b) Block "B", Lot 2, the northeasterly lot line of said lot,
(c) Block "B", Lot 9, the northwesterly lot line of said lot,
(d) Block "C", Lot 1, the easterly lot line of said lot,
(e) Block "C", Lot 12, the northwesterly lot line of said lot,
(f) Block "C", Lot 15, the northwesterly lot line of said lot,
(g) Block "D", Lot l, the southwesterly lot line of said lot,
(h) Block "D", Lot 14, the northwesterly lot line of said lot
(i) Block "E", Lot 1, the easterly lot line of said lot,
(j) Block "E", Lot 5, the northeasterly lot line of said lot,
(k) Block “E", Lot 6, the northwesterly lot line of said lot,
(l) Block "E", Lot 11, the southwesterly lot line of said lot.

3. No building or part thereof shall be erected or maintained on any part of any lot included in said "tract with the exception of triangular or irregular shaped lots at a distance less than forty feet (40’) from the nearest line of any public street adjoining said lot.

4. No building or part thereof shall be erected or maintained at a distance less than seven feet, six inches from any boundary line of said lot or less than fifteen (15) feet from any building upon an adjoining lot erected in accordance with these restrictions except as agreed to in writing by the owner of said adjoining lot and E. I. du Pont de Nemours and Company subject to the provisions of Paragraph J of this Article IV.

5. All questions arising hereunder as to the location of any buildings on any of said lots in conformity with the provisions hereof; or any questions as to the location of any buildings on triangular or irregular shaped lots with a front line or lines adjoining a public street, shall be determined by the party of the first part and such decision by the party of the first part shall be final and binding.

6. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition on to or change or alteration therein be made, until the plans and specifications, showing the nature, construction, location and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the party of the first part and a copy thereof, as finally approved, lodged permanently with the party of the first part shall have the

right to refuse to approve any such plans or specifications or grading plan which do not conform with the restrictions, conditions, charges, etc., as herein set forth or which in its opinion do not conform with the general plan of development or with the neighborhood in which the proposed structure or addition or alternation is to be erected, and in so passing upon such plans, specifications and grading plan, it shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect or the building or other structure, as planned, on the outlook from the adjacent or neighboring property. Any decision hereunder by said party of the first part shall be final and binding.

7. No garage or other structure shall be built on any lot included in said tract except that it be an integral part of the residence construction, or attached thereto.

8. Steps, uncovered porches and terraces, no part of which is more than three feet (3') above the level of the first floor of the house, may be built and maintained on the restricted area set forth in paragraph 4 of Article IV hereof, subject, however, to the approval of the party of the first part, and further, subject to the restrictions contained in paragraphs 2(b) and 3 of Article IV hereof.

ARTICLE V

Maintenance Corporation

For the purpose of maintaining Fenwick Park in good order and condition, and for the purpose of providing for the general beautification, community improvement and general maintenance thereof, there shall be organized a Maintenance Corporation, whose members shall include only the owners of Fenwick Park.

The purchase of any lot or land comprised in said tract, by the acceptance of a Deed thereto, shall thereby obligate and bind himself, his heirs or assigns, to become a member of the aforesaid Corporation, and to be bound by all of its rules and regulations, and to be subject to all the duties, assessments, and obligations imposed by membership in said Corporation.

The said Maintenance Corporation shall be a mutual one, each lot owner being a member and it shall, after its incorporation, assess the owners of each lot according
to the number of square feet of area contained in the lots of said owners. Said assessments shall be fixed for any period of time that the said Corporation may designate. The Maintenance Corporation shall be organized as soon as practicable after the execution of this Deed and Agreement.

All the land included in said tract, except hereinafter mentioned, by whomsoever owned, except streets and parks maintained for the general use or owns of land included in said tract, and except land taken or sold for public improvements or uses, shall be subject to a maintenance charge as above provided for the purpose of creating a fund to be known as the Maintenance Fund, to be paid by the respective owners of the land included in said tract unto the treasure of the Maintenance Corporation at the time and in the manner prescribed by said corporation.

Said charge may be adjusted from time to time by said Maintenance Corporation as the needs of the tract may in its judgment require.

ARTICLE VI

Maintenance Charge Liens

It is expressly agreed that the maintenance charges referred to in Article V hereof shall be a lien or encumberance on the land with respect to which said charges are made, and by the acceptance or fee simple title to any of the land included in said tract, the owner from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Maintenance Corporation a11 charges provided for in said Article V hereof, due and unpaid at the time of his acquiring title in respect to the land acquired, and all such charges thereafter falling due as long as he shall hold title of record without the right in any event to reimbursement for charges he may pay in advance. A certificate in writing, signed by an officer of the Maintenance Corporation, shall be given on demand to any owner liable for said charges, setting forth the status of such owner and of the land to which the inquiry is made with respect to said charges. Such certificate, in favor of anyone relying thereon to his damage, shall be binding on the Maintenance Corporation.

By his acceptance of title as aforesaid, each owner shall be held to vest in the Maintenance Corporation the right and power, in its own name, to take and prosecute all actions or suits, legal, equitable, or otherwise, which may, in the opinion of the Maintenance Corporation, be necessary or advisable for the collection of such charges.

Said charges at the discretion of and with the consent in writing of the Maintenance Corporation, signed by its President or Vice-President, and upon such conditions as it may impose, may be made subject to the lien of any mortgage on any part of said tract, provided such subordination shall apply only to the charges that shall have become payable prior to the passing of title under foreclosure of such mortgage, and nothing herein or in any consent to subordination given by the Maintenance Corporation, shall be held to affect to the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage.

ARTICLE VII

General Provisions

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the party of the first part, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the party of the first part shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the party of the first part or the owner of any land included in said tract, their respective legal representatives, heirs, successors and assigns, and failure by the party of the first part or any land-owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequently thereto.

Any or all of the rights and powers, titles, easements and estates reserved or given to the party of the first part in this Deed may be assigned to any one or more corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the party of the first part, the party of the first part thereupon being released therefrom.