Publication copy

Plaintiff's Exhibit B - Declaration of Covenants and Restrictions (Bk 703 Pg 1)

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EXHIBIT B

1987-08-31 Declaration of Covenants and Restrictions (Bk 703 Pg 1)

097045 BOOK 703 PAGE 1

Prepared by:

Donald L. Masten
Attorney-at-Law of New Jersey

(Bond Bk)

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 31st day of August, 1987, by LAKE CENTERTON PARK, INC., hereinafter called "Developer",

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property described in Exhibit A attached to this Declaration and desires to develop said property;

WHEREAS, Developer desires to provide for the preservation and enhancement of the character, amenities and opportunities of said property and for the maintenance of parks, playgrounds, open spaces and other community facilities; and to this end, desires to subject the real property described in Exhibit A, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, in furtherance of these purposes, to create an agency to act as a community association to promote the health, safety and welfare of owners of property, residents and other within The Properties, which is empowered, inter alia, to own, acquire, lease, build, license, rent, sell, dedicate or otherwise transfer property, subject to the provisions of its Certificate of Incorporation and this Declaration; to build, improve, operate and maintain parks, recreation areas, playgrounds, swimming pools, golf courses and other Common Areas, streets, footways, buildings, structures and personal property incident thereto; to establish, levy and collect assessments against The Properties, including collection of assessments which may be imposed thereon by others, and to enforce all covenants, restrictions and agreements applicable to The Properties, and

WHEREAS, Developer has incorporated under the laws of the State of New Jersey, as a nonprofit corporation, Lake Centerton Park Community Association, Inc., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Exhibit A and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions easements, charges and liens (sometimes referred to as "Covenants and Restrictions" hereinafter set forth.

ARTICLE I

Definitions

As used herein, the following terms shall have the following meanings:

"Declaration" shall mean this instrument, as from time to time amended.

"Additional Declaration" shall mean any instrument recorded subsequent to the Declaration which has the effect of subjecting any additional real property to the covenants, restrictions and other provisions of the Declaration.

"Association" shall mean the Lake Centerton Park Community Association, Inc., it successors and assigns.

"Board of Directors" shall mean the Board of Directors of the Association.

"Developer" shall mean Lake Centerton Park, Inc., it successors and assigns to the extent so designated by Lake Centerton Park, Inc.

"The Properties" shall mean all real property which is subject to this Declaration as well as any additional real property as may from time to time be made subject thereto by the recording of an Additional Declaration.

"General Plan of Development" shall mean the schematic plan encompassing the whole or any part of the community to be erected upon The Properties, which sets forth the general uses of the land, including types of dwellings, general location of dwellings, number of dwelling units, Common Areas, commercial, industrial, recreational and open space areas and any and all other such uses as the Developer in its discretion may from time to time determine.

"Common Area" shall mean all real property owned or controlled by the Association as designated by it from time to time for the common use and enjoyment of the members.

"Living Unit" shall mean any structure or portion of a structure situated upon The Properties designed and intended for use and occupancy as a residence by a single family or housekeeping unit.

"Lot" shall mean any plot of land shown upon any recorded subdivision map of the whole or any part of The Properties, with the exception of Common Area as heretofore defined, or land otherwise held for the benefit of residents of The Properties or any Parcel thereof.

"Non-residential Lot" shall mean a Lot designed primarily for non-residential purposes.

"Multi-family structure" shall mean a structure containing two or more living units not designed and intended for separate ownership.

"Owner" shall mean the record owner, whether one or more persons or entities, of any Lot, any Living Unit or any structure designated primarily for non-residential purposes within The Properties excepting (1) the Association, (2) any entity holding title for the benefit of residents of The Properties or any Parcel thereof, or (3) the Developer, in respect to properties which are not developed or which are developed but not certified for occupancy.

"Parcel" shall mean any land within The Properties which is subject to the same Supplementary Declaration.

"Supplementary Declaration" shall mean any additional declaration of covenants, conditions and restrictions which may be recorded for a Parcel.

"Book of Regulations" shall mean the document containing regulations [redacted] by the Board of Directors of the Association or a duly authorized thereof, as the same may be from time to time amended, for the regulation of The Properties, the Association and such other matters as are required by this Declaration, the Certificate of Incorporation and/or By-laws of the Association or deemed desirable by the Board of Directors.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

Section 1. Existing Property. The initial real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to the Covenants and Restrictions of this Declaration is described in Exhibit A.

Section 2. Additions to Existing Property. Additions authorized under subsections (a) and (b) below shall be made by recording one or more Additional Declarations bringing such property within the provisions of this Declaration. Upon such recording, such property shall be deemed included within The Properties.

(a) Additions by the Developer. The Developer shall have the right to add to The Properties any real property located within the Counties of Cumberland or Salem in the State of New Jersey.

(b) Other Additions. Other real property may by added to The Properties with the approval of the Board of Directors of the Association and (i) the affirmative vote of a majority of the outstanding votes of Class A and B members, voting as a class, and the affirmative vote of a majority of votes of the Class D member, at a meeting of members of the Association duly called with notice of such purpose, or (ii) the written consent of the Class A and B members representing a majority of the votes thereof, as a class, and the written consent of the Class D member at that time.

ARTICLE III

PROPERTY RIGHTS

Section 1. Membership in The Association. Every Owner, eligible leaseholder and the Developer shall be a member of the Association as provided in the Certificate of Incorporation thereof. References to classes of members herein shall refer to such classes as established in the Certificate of Incorporation.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot and Living Unit, and every member shall have a right of enjoyment in the Common Area, subject to the following provisions:

(a) the right of the Association or its lessee, licensee or other person authorized by the Association, to establish reasonable rules and regulations, and to charge reasonable admission and other fees for the use of any facility owned, leased, operated or managed by the association;

(b) the right of the Association to suspend the right of an Owner to use such facilities for any period during which any assessment against his Lot remains unpaid for more than 30 days after the date due;

(c) the right of the Association to suspend the right of a Member to use facilities for a period not to exceed six months for any other violation of this Declaration or infraction of regulations set forth in the Book of Regulations;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area in accordance with its Certificate of Incorporation.

Section 3. Delegation of Use. Any member may delegate, in accordance with and as limited by such general regulations as may be established from time to time by the Board of Directors of the Association and included within the Book of Regulations, his right of enjoyment to the Common Area and facilities.

Section 4. Damage or Destruction of Common Area by Members; Special Assessments. In the event any Common Area or other Association property is damaged or destroyed by an Owner or any of his tenants, employees, guests, contractors licensees, agent or members of his family, the Association is authorized to repair said damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid as a Special Assessment to the Association by said member upon demand, and the Association may enforce collection thereof in the same manner and subject to the same conditions as provided hereinafter for enforcement of collection of other assessments.

ARTICLE IV

COVENANT TO PAY ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of Assessment. The Developer hereby covenants, and each Owner of real property within The Properties by acceptance of a deed therefor, whether or not it shall be so

expressed in such deed, is deemed to covenant and to agree to pay to the Association: (1) annual General Assessments, (2) Capital Improvement Assessments, (3) such Parcel Assessments as may be established and levied under any Supplementary Declaration, and (4) such other assessment as may be authorized by this Declaration or imposed upon The Properties or a Parcel thereof for the benefit of residents of The Properties or such Parcel. The Lot and/or Living Unit described in such deed, together with any improvements subsequently made thereon, shall be the property with respect to which such assessments are made. Such assessments shall be established, levied and collected as provided by this Declaration, the By-laws and regulations adopted from time to time by the Association and any Supplemental Declaration or other instrument imposing such assessment for the benefit of residents of The Properties or any Parcel thereof. Each such assessment, together with interest, costs and reasonable attorney's fees for collection shall be the personal obligation of the Owner of the property with respect to which such assessment is made at the time when the same falls due, as well as a continuing lien upon such property until paid in full. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by him.

Section 2. General Assessments. The Board of Directors may establish and levy an annual General Assessment against members of the Association or the operation and activities of the Association in furtherance of the purposes set forth in the Certificate of Incorporation and in accordance with the procedures set forth from time to time in the By-laws. No General Assessment may be increased during the fiscal year.

Section 3. Allocation of General Assessments. General Assessments shall be levied upon the members of the Association as follows:

(a) A Class A member shall pay a uniform assessment for each Class A vote he is eligible, or would be eligible if properly registered with the Association, to cast in a vote of the members.

(b) A Class B member shall pay a uniform assessment equal to 50% of the assessment payable by the Class A members for each Class B vote he is eligible, or would be eligible if properly registered with the Association, to cast in a vote for the members.

(c) Class C members shall not pay General Assessments.

(d) The Class D member shall pay an assessment equal to 25% of the aggregate assessments levied upon A and B members, but in no event more than to 100 times the uniform assessment for a Class A member less two percent of the aggregate General Assessments levied upon Class A and B members in the previous fiscal year.

Section 4. Maximum General Assessment.

(a) Until the fiscal year ending in December, 1988, the maximum General Assessment for Class A members shall be $200.00. Thereafter the maximum General Assessment for Class A members shall be increased in accordance with the following procedure:

(i) At the time of the first General Assessment, the Board of Directors shall select a standard price index and base month thereof, which shall not be earlier than September, 1987. Thereafter, the maximum General Assessment for Class A members shall be increased by the same percentage as the percentage increase, if any, of the standard price index from the base month to the month six months prior to the start of the fiscal year for which the maximum General Assessment for Class A members is to be determined.

(ii) The Board of Directors may change the standard price index used to determine the maximum General Assessment for Class A members at any time thereafter by selecting, within thirty days following the fixing of a General Assessment for any year, a different standard price index and base month thereof (which shall not be earlier than the month of the change) to be utilized in determining the maximum General Assessment commencing the next succeeding year. For such year and thereafter until changed in accordance with this procedure, the maximum General Assessment for Class A members shall be the maximum General Assessment for such members for the first fiscal year in which the change is effective, increased by the same percentage as the

percentage increase, if any, of the new standard price index from the new base month to the month six months prior to the start of the fiscal year for which the maximum General Assessment for Class A members is to be fixed.

(b) The maximum General Assessment for Class A members may be increased for any period of time above that allowed under the foregoing procedures of the Allocation of the General Assessment. It may be changed by (i) the affirmative vote of a majority of the outstanding votes of Class A and B members, voting as a class, and the affirmative vote of a majority of the votes of the Class D member at a meeting of the members duly called with notice of such purpose or (ii) the written consent of the Class A and B members representing a majority of the votes thereof, as a class, and the written consent of the Class D member at that time.

Section 5. Capital Improvement Assessments.

(a) In addition to the General Assessment permitted above, the Board of Directors may establish and levy a Capital Improvement Assessment in such amount and for such time period as they deem necessary or desirable to pay the cost (including principal, interest and other financing charges) of capital improvements to the Common Area, or other property of the Association, provided that such assessment shall have been approved by (i) the affirmative vote of two-thirds of the outstanding votes of the Class A and B members, voting as a class, and the affirmative vote of a majority of the votes of the Class D member at a meeting of members duly called with notice of such purpose or (ii) the written consent of the Class A and B members representing two-thirds of the votes thereof, as a class, and the written consent of the Class D member at the time. Such Capital Improvement Assessment shall be levied against Class A, B and D members in the same proportion as General Assessments are levied.

Section 6. Parcel Assessments. Parcel Assessments may be established and levied as authorized by a Supplementary Declaration.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any General Capital Improvement Parcel or Special Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at such rate (not greater than the then current legal interest

rate) as may be fixed by the Board of Directors for each assessment period. The Association may bring an action at law against the Owner personally obligated to pay the same, or enforce the lien against the property with respect to which such assessment is made. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area, failure to register or vote, abandonment of his property, or in any other manner.

Section 8. Subordination of the Lien to a Mortgage; Certification. Any Assessment levied pursuant hereto shall be a lien upon the property with respect to which the such assessment is made unless and until the same is paid in full. Such lien may be subordinated by the Association to the lien of any mortgage or mortgages made by any Owner. Sale or transfer, whether voluntary or involuntary, of any property subject to such lien shall not affect the lien of such assessment. However, the sale or transfer of any property which is subject to any mortgage placed or guaranteed by the Veterans Administration or the U.S. Department of Housing and Urban Development, pursuant to a decree of foreclosure thereof, or a deed to mortgage, the Veterans Administration or the U.S. Department of Housing and Urban Development in lieu of foreclosure, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such property from any liability from any charge thereafter becoming due or from the lien thereof.

The Association, in accordance with procedures adopted by the Board of Directors, shall be authorized to certify as to the status of assessments levied or anticipated with respect to any property within The Properties.

ARTICLE V

PROPERTY CONTROLS

Section 1. Method and Purpose. The Board of Directors shall establish an Architectural Control [redacted] whose members need not be members of the Association or the Boar[redacted]tors, which shall be empowered to regulate the appearance and maintenance of the land within the Properties and the

external design, appearance, location and maintenance of improvements thereon in such a manner as will preserve the character of the community, enhance property values and maintain an harmonious relationship among structures and the natural vegetation and topography.

Section 2. Protective Covenants.

(a) Residential Use. All property designed for low density residential use on the General Plan of Development shall be used, improved and devoted exclusively to residential and accessory purposes in accordance therewith, and no commercial or industrial use, home occupation, or business or professional office shall be permitted.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to the occupants thereof, or to any other property in the vicinity thereof or to its occupants.

(c) Restriction on Further Subdivision. No Lot upon which a single Living Unit has been constructed shall be further subdivided or separated into smaller Lots by the Owner thereof, and no portion which is less than all of any such Lot shall be conveyed or transferred by such Owner.

(d) Other Restrictions. The Board of Directors or, subject to the approval of the Board of Directors, the Architectural Control [redacted] thereof, may from time to time adopt general regulations to implement the purposes of this Declaration and this Article, including but not limited to, regulations to regulate animals, antennas, signs, utility lines, storage of recreational vehicles and machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on The Properties, and such other uses of property that may prove detrimental to The Properties. Such regulations shall be set forth in the Book of Regulations which shall be maintained at the principal office of The Association and shall be available for inspection during normal business hours. The Board of Directors may also instruct the Secretary to record such regulations, or a summary thereof, in the Office of the County Clerk of any county in which property affected thereby is located, or any other place where the same may be recorded or filed.

(e) Actions Requiring Prior Approval. No improvements, alterations, repairs, change of paint colors, excavations changes in grade or other work which in any way alters the exterior appearance of any Lot or the improvements located thereon from its natural or improved state existing on the date the same was first conveyed by the Developer to an Owner shall be made or done without the prior approval of the Architectural Control [redacted] except as otherwise expressly provided in this Declaration or general regulations established by the Board of Directors or said [redacted] No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of said [redacted]

(f) General Guidelines and Procedures. The Board of Directors shall adopt general guidelines and procedures for the conduct of activity of the Architectural Control [redacted] which shall be included in the Book of Regulations. In the eve[redacted] fails to approve, modify or disapprove in writing an application within sixty (60) days after plans and specifications have been submitted to it, in accordance with adopted procedures, approval will be deemed granted.

(g) Exceptions. The Board of Directors or the Architectural Control [redacted] may adopt procedures, which shall be included in the Book of Regulations, whereby temporary or permanent exceptions from any restrictions expressed or implied by this Article may be granted, provided that good cause is shown for such exception.

(h) Not applicable to Developer or Association. None of the restrictions set forth in this Article V shall be deemed to apply to the Developer or the Association when acting in the ordinary course of its business.

ARTICLE VI

USE OF PROPERTY

Section 1. Maintenance of Property. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each Owner shall keep all Lots, Living Units, and structures owned by him in good order

and repair and free of debris, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner shall fail to so maintain the premises and the improvements situated thereon, the Association, after notice to the Owner as provided in the By-laws and approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its contractors, agents and/or employees, to enter said Lot, Living Unit or structure to correct such deficiencies, and to repair, maintain, and restore the same. The cost of such maintenance shall be a Special Assessment to which such Lot or Living Unit is subject.

Section 2. Utility Easements. There is hereby created a blanket easement upon, across, over and under The Properties for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, and television cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said premises, to excavate for such purposes, and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of improvements erected thereon providing the utility or service company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no such utilities and lines, service lines and systems may be installed or relocated on said premises except as planned and approved by the Developer prior to the conveyance of the first Lot in a Parcel, or other land added to The Properties by any Additional Declaration, to an Owner, or as approved by the Board of Directors thereafter. This easement shall in no way affect any other recorded easements on said premises. This easement, except as to the right of access for maintenance, shall be limited to improvements as originally constructed.

Section 3. Developer's Easement to Correct Drainage. For a period of five years from the date of conveyance of the first lot in the Existing Property, or in any Additions to Existing Property, the Developer reserves a blanket easement and right on, over and under the ground within such Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary following which the Developer shall restore the affected property as nearly as practicable to its original condition. The Developer shall give reasonable notice of intent to take such an action to all affect Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land.

Section 2. Amendment. This Declaration may be amended with the approval of the Board of Directors of the Association and (i) the affirmative vote of two-thirds of the outstanding votes of Class A and B members, voting as a class, and the affirmative vote of a majority of the votes of the Class D member, at a meeting of the members called upon due notice of the purpose of such meeting or (ii) the written consent of the Class A and B members representing two-thirds of the votes thereof, as a class, and the written consent of the Class D member at such time. No such amendment shall be effective until recorded in every place where this Declaration is recorded.

Section 3. Enforcement. The Association, any member thereof, or the Developer, shall have the right to enforce, by any proceeding at law or in equity, any or all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or of any Supplementary Declaration; provided, that no Class A, B or C member shall initiate any proceeding at law or equity without notifying the Association in writing of his intention to do so and the nature of his claim

at least 60 days prior thereto. Failure to enforce any covenant or restriction herein contained, either by the Association or any member thereof, or the Developer 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 or otherwise shall not affect any other provisions which shall remain in full force and effect.

Section 5. Dam Special Provisions.

(a) Ownership of the dam will vest in the Centerton Park Community Association, which shall be responsible for the maintenance and operation of the dam.

(1) as part of such operation and maintenance the Lake Centerton Park Community Association shall comply with the "Emergency Notification Procedure" and "Maintenance and Operations Procedures" which shall be determined from time to time.

(2) In addition to the foregoing, the Lake Centerton Park Community Association will comply with "Plan for Monitoring Lake Water Quality".

(b) The Lake shall be maintained at a maximum elevation of 86.8.

(c) The portion of the premises known as Block 87, Lot 1, Pittsgrove Township Tax Map, will remain open and shall not be subdivided nor allowed to have residential structures thereon.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed and its corporate seal affixed they day and year first above written.

LAKE CENTERTON PARK, INC.

By: _____
Theodore W. Gruber, Jr., President

ATTEST:

Donald L. Masten
Donald L. Masten, Secretary

STATE OF NEW JERSEY, COUNTY OF SALEM SS.:

I CERTIFY that on August 31, 1987, Donald L. Masten personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the secretary of Lake Centerton Park, Inc.,the corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Theodore W. Gruber, Jr., president of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Donald L. Masten

Signed and sworn to
before me this 31st
day of August, 1987.

Carol M. Smith

CAROL M. SMITH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 14, 1988

EXHIBIT A

ALL that certain lands and premises situate in the Township of Pittsgrove, County of Salem, and State of New Jersey, bounded and described as follows:

TRACT NO. 1

BEGINNING at the point of intersection of the center line of the Centerton-Bridgeton Road (49.50 feet wide) with the center line of the Centerton-Husted Station Road (49.50 feet wide), and running: (1) thence: along the center line of the Centerton-Bridgeton Road North 45 degrees and 06 minutes and 20 seconds East a distance of 141.70 feet to a nail set in the center line of Salem County Bridge #1235, said point being an angle point in said center line, (2) thence: still along the center line of the Centerton-Bridgeton Road, North 61 degrees and 39 minutes and 15 seconds East a distance of 471.32 feet to an angle point in said center line, (3) thence: still along said center line of the Centerton-Bridgeton Road, South 82 degrees and 25 minutes and 30 seconds East a distance of 57.11 feet to a point of intersection of said center line with the center line of the Centerton-Elmer Road (49.50 feet wide), (4) thence: along the center line of the Centerton-Elmer Road, North 23 degrees and 51 minutes and 20 seconds East a distance of 236.30 feet to the point of intersection of said center line with the center line of the Dealtown Road (33 feet wide), (5) thence: along the center line of Dealtown Road, North 00 degrees and 47 minutes and 00 seconds West a distance of 509.06 feet to a point, corner to lands now or formerly of Andrew Pecsi, et ux., (6) thence: along lands of said Pecsi, North 89 degrees and 02 minutes and 00 seconds West a distance of 258.89 feet to a concrete monument set for a corner, (7) thence: still along same, North 01 degrees and 04 minutes and 00 seconds West a distance of 74.91 feet to a concrete monument set for a corner, (8) thence: still along same, parallel with the sixth course, South 89 degrees and 02 minutes and 00 seconds East a distance of 258.52 feet to a point in the center line of Dealtown Road, (9) thence: along the center line of Dealtown Road, North 00 degrees and 47 minutes and 00 seconds West a distance of 397.11 feet to a point, being corner to lands now or formerly of Arthur P. and Oakford A. Schalick, (10) thence: along lands of said Schalick, South 89 degrees and 13 minutes and 00 seconds West a distance of 202.00 feet to a concrete monument set for a corner, (11) thence: still along same, North 03 degrees and 02 minutes and 00 seconds West a distance of 168.64 feet to a concrete monument set for a corner in the boundary line of "Cedar Ridge Park", (12) thence: along said boundary line, North 89 degrees and 46 minutes and 55 seconds West a distance of 730.41 feet to a concrete monument set for a corner of said plan and in the high water mark of Centerton Lake, (13) thence: along the edge of said Centerton Lake at the high water mark, and along lands of said Cedar Ridge Park, and lands now or formerly of Mahlon A. Garrison, and also along lands now or formerly of Warren E. Kanule in a northwestwardly, northeastwardly, southwestwardly, and southeastwardly direction a distance of 7500 feet, more or less to a point being corner to lands now or formerly of Warren E. Kanule, (14) thence: along lands of said Kanule, South 52 degrees and 06 minutes and 15 seconds West a distance of 17 feet, more or less to a concrete monument and continuing along the same course a further distance of 1017.52 feet to a concrete monument, making a total distance of 1035 feet, more or less, being corner to lands now or formerly of Edward J. Toye and being the northeasterly line of a gravel road or lane, (15) thence: along lands of said Toye and edge of said road or lane, South 40 degrees and 50 minutes and 25 seconds East a distance of 402.60 feet to a cut cross on top of a 24 inch diameter concrete pipe and culvert, being corner to lands now or formerly of said Toye, (16) thence: along lands of said Toye, and lands now or formerly of [redacted] Cowen, Jr., et ux, North 65 degrees and 11 minutes and 30 seconds East a distance of 1149.31 feet to a field stone corner, (17) thence: still along lands of said Cowen, South 17 degrees and 54 minutes and 25 seconds East a distance of 861.22 feet to a point in the center line of the Centerton-Husted Station Road, passing over a concrete monument set on the right of way of said road, (18) thence: along lands now or formerly of [redacted] J. Overton, South 17 degrees and 54 minutes and 25 seconds East a d[redacted]of 49.71 feet to a concrete monument set for a corner, passing over a concrete monument set on the right of way of said road, (19) thence: still along lands of said Overton, North 72 degrees

and 11 minutes and 30 seconds East a distance of 198.02 feet to a concrete monument set for a corner, (20) thence: still along same, North 17 degrees and 48 minutes and 30 seconds West a distance of 30.00 feet to a point in the center line of the Centerton-Husted Station Road, passing over a concrete monument set in the right of way line of said road, (21) thence: along the center line of the Centerton-Husted Station Road, North 77 degrees and 52 minutes and 25 seconds East a distance of 359.92 feet to an angle point in said center line, (22) thence: still along the center line of the Centerton-Husted Station Road, South 64 degrees and 29 minutes and 00 seconds East a distance of 204.23 feet to the point of beginning.

CONTAINING an area of 114.0 acres, more or less (land area of 43.2 acres, more or less and area of Centerton Lake of 70.8 acres, more or less).

TRACT NO. 2

BEGINNING at a point in the center line of the Centerton-Bridgeton Road, being an angle point in said road, and also the center line of a bridge (Salem County Bridge #1235), and running; (1) thence along the center line of the Centerton-Bridgeton Road, North 61 degrees and 39 minutes and 15 seconds East a distance of 471.32 feet to a point in the center line of a bridge; (2) thence South 01 degrees and 11 minutes and 45 seconds West, along the center line of a stream known as Muddy Run, a distance of 120.94 feet to an angle in same; (3) thence still along the center line of said stream, South 44 degrees and 12 minutes and 45 seconds East a distance of 59.65 feet to an angle in same; thence (4) still along the center line of said stream, South 19 degrees and 33 minutes and 25 seconds East a distance of 122.80 feet to a fork in said stream; (5) thence still along the center line of said stream, South 88 degrees and 36 minutes and 05 seconds West a distance of 103.90 feet to an angle point in same; (6) thence still along the center line of said stream, North 84 degrees and 24 minutes and 01 seconds West a distance of 381.66 feet to an angle point in same; (7) thence still along said center line of said stream, North 28 degrees and 20 minutes and 45 seconds West a distance of 23.56 feet to the point of beginning.

CONTAINING an area of 1.63 acres, more or less.

BEING the same land and premises [redacted] C. Lanusse and [redacted] Lanusee, his wife, and Muse A. Sheppard and Jea[redacted] L. Sheppard, hi[redacted], granted and conveyed unto Lake Centerton Park, Inc., a New Jersey Corporation, by Deed dated January 19, 1974, recorded January 24, 1985, in Deed Book 567, page 888, Salem County Clerk's Office.

EXCEPTING THEREOUT AND THEREFROM property conveyed to [redacted] C. Lanusse and [redacted] Lanusse, husband and wife, by Deed described as follows:

BEGINNING at a point in the Westerly line of Dealtown Road, being 35 feet from the existing centerline of Dealtown Road and being in the Northerly line of Lot 4 of Block 43 as shown on the Tax Map of Pittsgrove Township, and running thence (1) along the Northerly line of Lot 4 North 89 degrees 06 minutes and 50 seconds West 231.80 feet to a corner; thence (2) North 17 degrees 13 minutes and 59 seconds East 136.62 feet to a point in the Southerly line of Lake Centerton Drive (50' Right of Way); thence (3) along the Southerly line of Lake Centerton Drive being a curved line, curving to the left with a radius of 350 feet, an arc distance of 99.86 feet to a point of tangency; thence (4) still along the Southerly line of Lake Centerton Drive South 89 degrees 06 minutes and 50 seconds East 67.20 feet to a point of curvature; thence (5) along a curved line, curving to the right with a radius of 25 feet, an arc distance of 38.56 feet to a corner in the Westerly line of Dealtown Road; thence (6) along the Westerly line of Dealtown Road South zero degrees 44 minutes and 53 seconds East 92.70 feet to the point and place of beginning.

CONTAINING 25,272 square feet of land being the same more or less.

BEING the same land and premises Lake Centerton Park, Inc[redacted] a New Jersey Corporation, granted and conveyed unto [redacted] C. Lanusse and [redacted] Lanusse, husband and wife, by Deed dated June 23, 1986, recorded September 21, 1987, in Deed Book 698, page 36.

ALSO BEING the same land and premises as set forth and encompassed on "Final Plat Lake Centerton Park" prepared by Wm. J. McCafferty, Jr., P.E., and filed in the Salem County Clerk's Office on July 24, 1987.

THE ABOVE properties are commonly designated on the tax duplicate of Pittsgrove Township as Block 43, Lots 2 through 2.05, and Lots 5 through 8.

* * * * *

BOOK 703 PG 19

DECLARATION OF
COVENANTS AND RESTRICTIONS

-By-

LAKE CENTERTON PARK, INC.

Dated: August 31, 1987

Prepared By:
MASTIN AND RAY
254 South Broadway
P.O. Box 406
Pennsville, NJ 08070

Received in the Salem County Clerk's Office on Nov 18 1987 at 2:18 PM and recorded in Book 703 Page 19
John W. Cawman Clerk

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SALEM COUNTY CLERK
1987 NOV 18 PM 2:18
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