

## Restrictive Covenants of Indian Mountain Lake

### Restrictive Covenants Applicable to all Sections except LL-1, LL-2, LL-3, MM, and NN, QQ-1 and QQ-2, RR-1 and RR-2, SS-1 and SS-2 TT-1 and TT-2, UU-1 and UU-2.

- (1) The premises hereby conveyed shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on the premises hereby to be conveyed other than one detached single-family dwelling, not to exceed one and one-half stories in height, and a private garage for not more than two cars. The residential building, exclusive of garage, shall have a minimum floor space of 768 square feet except on lots of one acre or more the minimum floor space shall be 800 square feet. No lot may be further subdivided.
- (2) No building shall be located on any lot nearer than 50 feet to the front lot line nor nearer than 50 feet to rear lot line or nearer than 20 feet to any side lot line. On lots of one acre or more no building shall be located nearer than 60 feet to front lot line nor nearer than 25 feet to any side street line, nor nearer than 25 feet to an interior lot line nor nearer than 50 feet to any rear lot line.
- (3) Easements for installation and maintenance of utilities and drainage facilities are reserved over the front 10 feet of each lot and side and rear 5 feet of each lot.
- (4) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.
- (5) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a dog, cat or other household pet may be kept provided that they are not kept, bred or maintained for any commercial purposes.
- (6) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall be kept in sanitary containers.
- (7) No individual water supply system or waste disposal system shall be permitted on any lot or building site unless such system is designed, constructed and equipped in accordance with the requirements, standards and recommendations of the State and/or local public health authorities, and its location approved by the Seller.
- (8) No building or structure shall be erected upon the premises hereby conveyed without first obtaining the approval in writing of the Seller as to location, elevations, plan and design. The Seller shall approve or disapprove the said location, elevations, plan and design within 30 days after the same have been submitted in proper form to the Sellers offices at 881 Allwood Road, Clifton, New Jersey 07012.
- (9) No excavation shall be made on the premises except for the purpose of building thereon and only at the time when building operations are to commence. No earth or sand shall be removed from the premises except as part of such excavation without written consent of the Seller.
- (10) No Purchaser shall clear his lot of brush or trees or do any burning of any nature whatever except after having first obtained the approval of the Seller in writing, such approval to specify the time and manner in which such clearing or burning shall be done.
- (11) The Purchaser covenants and agrees that no signs for advertising purposes, or otherwise, shall be erected or maintained on the premises.
- (12) The portion of lands of the Seller laid down on the map as streets are not dedicated to public use and title thereto shall remain in the Seller together with title to beaches, lake bottoms, club houses, if any, and recreational areas, subject to the right to convey to the Indian Mountain Lake Civic Association, with reservations. Seller grants to Purchaser the right of ingress and egress to and from all roads in Indian Mountain Lake subdivisions and warrants that each lot sold will front on and be contiguous with a shale road. It and when the aforesaid roads are dedicated for public use, same shall be made subject to the right of the Seller to maintain water mains, sewer pipes, street drains, gas mains, fixtures for street lighting, telephones and electric poles, within the lines of such roadways.
- (13) The Purchasers, their heirs and assigns, are hereby granted the right and privilege of boating, fishing and ice skating in the lake of the Seller, known as INDIAN MOUNTAIN LAKE. None of the foregoing or any other activities are to be engaged in for any commercial purpose whatsoever.
- (14) Only boats, canoes, or water crafts propelled by either oars or paddles, shall be permitted on the waters of INDIAN MOUNTAIN LAKE. No motor boats, out-board motors or kickers of any description shall be permitted on waters of INDIAN MOUNTAIN LAKE.
- (15) The conveyance is subject to mineral rights, heretofore reserved by deed or otherwise, and all other mineral rights are hereby reserved to Seller.
- (16) Upon execution of this contract by the parties, Purchaser hereby shall be entitled to membership in the Indian Mountain Lake Civic Association and does covenant and agree that he, his executors, heirs and assigns shall be subject to, bound by, the by-laws, rules and regulations of said association and the payment of annual dues and assessments provided for therein.
- (17) The Purchaser agrees not to sell, rent, lease or permit the premises hereby to be conveyed, excepting to persons first approved for membership in the aforementioned association.
- (18) The restrictions as herein provided shall apply only to the premises hereby conveyed.