

**CERTIFICATE OF INCORPORATION OF  
LAKERIDGE COMMUNITY ASSOCIATION**

This is to certify that we, Ernest Hurwitz, Fred Vander Kloot, Wendell A. Smith, Raymond Schwartz and Stanley J. Mann do hereby associate ourselves into a corporation, under and by virtue of the provisions of Title 15, Corporations and Associations Not For Profit, Revised Statutes, State of New Jersey, and the several supplements thereto and acts amendatory thereof, and do severally agree to the following provisions:

ARTICLE I: The name of the corporation is:  
LAKERIDGE COMMUNITY ASSOCIATION.

ARTICLE II: The purposes for which the corporation is formed and the objects to be promoted by it are as follows:

- A. To promote the health, safety and welfare of the residents of "Lakeridge", a residential community shown and laid down on a subdivision plat entitled "Map of Lake Lefferts Estates Section 1 Situate in Madison Township Middlesex County, New Jersey" dated July 26, 1963 and filed December 16, 1963 in the Office of the Clerk of Middlesex County as Map No. 2728; and on a subdivision plat entitled "Map of Lake Lefferts Estates Section 2 Situate in Madison Township Middlesex County, New Jersey" dated July 26, 1963 and filed December 16, 1963 in the Office of the Clerk of Middlesex County as Map No. 2729; and for this purpose:
- (1) To own, acquire, build, operate and maintain parks, playgrounds, tennis courts, facilities for swimming, skating and boating, commons, footways, and other recreational and athletic facilities, including buildings, structures and personal properties incident thereto, hereinafter referred to as the "Common Areas";
  - (2) To enforce any and all covenants, restrictions and agreements applicable to the Common Areas and the residential lots within the above described residential community (the enforcement of which is not specifically and exclusively reserved to others), particularly a certain Declaration of Covenants, Restrictions, Easements, Charges and Liens (hereinafter referred to as the "Declaration") made by Crbit Trading Co. and recorded or to be recorded among the land records in the Office of the Clerk of Middlesex County;
  - (3) To fix and levy assessments or charges for the management, operation, improvement and maintenance of the aforesaid Common Areas.
- B. To make and perform any contracts and to do any acts and things and exercise any powers suitable, convenient, proper or incidental for the accomplishment of any objects enumerated herein.

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C. The corporation shall be authorized to exercise all of the powers, rights and privileges granted to non-profit corporations by the laws of the State of New Jersey now or hereinafter in force, for the accomplishment of the objects enumerated herein.

ARTICLE III: The lots intended for residential use, as shown on the recorded subdivision plats above-mentioned, together with the aforesaid "Common Areas", are referred to herein collectively as "The Properties".

ARTICLE IV. The corporation shall have power to dispose of its real properties only as authorized under the aforesaid Declaration applicable to said properties.

ARTICLE V: The total unpaid debts of the corporation at any given time (including outstanding loans to the corporation) shall not exceed the total of the maximum annual assessments that may be levied for the then current year pursuant to the aforesaid Declaration.

ARTICLE VI: The corporation may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds of the votes of each class of its membership. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with Article VII hereof) shall be mailed to every member at least sixty (60) days in advance of any action taken.

ARTICLE VII: Upon dissolution of the corporation, the assets, both real and personal of the corporation, shall be dedicated to an appropriate governmental body or agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of the corporation's properties shall be effective to divest or diminish any right or title of any member vested in him under the

aforsaid Declaration and deeds applicable to The Properties unless made in accordance with the provisions of such Declaration and deeds.

ARTICLE VIII: These Articles may be amended pursuant to law, provided that no amendment shall be effective to impair or dilute any rights of members that are governed by the Declaration applicable to The Properties (as, for example, membership and voting rights) which are part of the property interests created thereby.

ARTICLE IX: The activities of this corporation will be conducted principally in Madison Township, Middlesex County, New Jersey.

ARTICLE X: The business and conduct of this corporation shall be regulated, subject to the will of the membership, by a Board of Trustees comprised of from three (3) to nine (9) individuals, who need not be members of the corporation. The names and addresses of the Trustees selected for the first year of the existence of this corporation are as follows:

Ernest Hurwitz      2305 Lombard Street, Philadelphia, Pa.

Fred Vander Kloot   3743 Huntingdon Pike, Huntingdon Valley, Pa.

Wendell A. Smith    2 Barrington Lane, Willingboro, N.J.

ARTICLE XI: The address of the principal office of the corporation shall be:

c/o Levitt and Sons, Incorporated, Route 130, Willingboro, New Jersey. The resident agent of the corporation upon whom process may be served, is Wendell A. Smith at said principal office.

ARTICLE XII: The corporation shall exist perpetually.

Secretary's Copy

Recorded in the Office of the County Clerk, Middlesex County  
on December 14, 1965 in Deed Book 2524 Page 1038

(Lakeridge at Madison 9/65)

DECLARATION made December 6, 1965  
by LEVITT AND SONS, INCORPORATED, a New York corpora-  
tion, hereinafter called the "Company".

PREAMBLE

SECTION 2  
LAKERIDGE

2

WHEREAS, the Company is the owner of certain land  
in the Township of Madison, Middlesex County, New Jersey, sub-  
divided as shown on Subdivision Map of "Lake Lafferts Estates",  
Section 2, filed in the office of the County Clerk of Middlesex  
County, New Jersey on December 16, 1963 as Map. No. 2729,  
File No. 951; and

WHEREAS, it is the Company's intention that the  
aforesaid land shall be developed as a planned suburban residential  
community;

DECLARATION  
AND TERM

NOW THEREFORE, the Company declares that the  
aforesaid land is held and shall be conveyed by it subject to

(a) the following covenants and restrictions which shall  
run with the land until December 31, 1999 after which time they  
shall be automatically extended for successive periods of ten years  
each unless an instrument, signed by the then owners of a majority  
of all the lots shown on the aforesaid map, agreeing to change such  
covenants and restrictions in whole or in part, shall have been  
recorded;

(b) the easements referred to in paragraph 12 hereof,  
which shall be perpetual in duration.

The following covenants, restrictions and easements  
shall apply only to the lots on the aforesaid map designated as:

<u>Block</u>	<u>Lots</u>
G	1 through 14
H	1 through 23
I	1 through 24
J	1 through 29
K	1 through 26
L	1 through 13
M	1 through 13
N	1 through 30, and 33 through 37
P	1, 3 through 28

USES AND  
STRUCTURES

1. (a) No lot shall be used except for residential pur-  
poses. No building shall be erected, altered, placed or permitted  
to remain on any lot other than one detached single-family dwelling  
not exceeding two and one-half (2-1/2) stories in height and a  
private garage or carport for not more than three cars. No motor  
vehicle other than of a private passenger type shall be garaged or  
stored in any garage or carport or on any lot; nor shall any boat  
be stored outdoors on any lot, except in the rear yard where con-  
cealed by a fence or screen. No detached garage, carport or  
accessory building may be erected.

2.

(b) An attached addition to the dwelling may be erected but only on condition that it shall not project beyond the front wall of the dwelling or structure as originally erected by the Company; and upon the further condition that it and any breezeway or other structure connecting it with the dwelling shall conform in architectural style, material and color to the dwelling.

(c) Private swimming pools may be constructed or erected on any lot provided that they are situated in the rear yard only, and provided further that no portion of any such pool or its appurtenances, including its fence, shall be closer to the side lot lines than the minimum distances required by local ordinance for a principal building on such lot. However, on those lots listed in subparagraphs (2), (3) and (4) of paragraph 11 (a), a private pool and its appurtenances, including fences, may be located less than such minimum distance from any portion of a side lot line lying within, or coterminous with the boundary line of, any protective screening area designated by paragraphs 11(a) (2), (3) and (4) if all necessary governmental approvals have been secured, and only for so long as the protective screening is maintained as stipulated in paragraph 11(b).

(d) No dwelling or any part thereof shall be used for any purpose except as a private dwelling for one family or as a professional office of a physician, dentist, chiropractor, chiropodist, optometrist, attorney, accountant, architect or engineer; nor shall any business of any kind be conducted therein. No business or trade of any kind or noxious or offensive activity shall be carried on upon any lot, within or without the dwelling, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trailer, tent, shack or other such structure shall be located, erected or used on any lot, temporarily or permanently.

(e) No radio, television or similar tower shall be erected on any lot or attached to any dwelling, except that a radio or television antenna may be attached to any dwelling provided it (1) does not project more than 10 feet above the roof of the dwelling as originally erected, and (2) is connected to the roof only by a single tubular support.

2. Except as, and then only to the extent permitted by paragraph 1(b) with respect to an attached addition to the dwelling, no building or structure shall be erected, nor shall any alteration or addition to the exterior of any dwelling, garage or carport be made, nor shall the exterior of any dwelling, carport or garage be repainted other than in the colors originally used at the time of the construction, unless appropriate plans, specifications and/or colors are first approved by the Company.

ALTERATIONS  
AND ADDITIONS

Swimming pool  
in rear yard  
governing

OST AND SIZE  
OF DWELLING

3. No dwelling shall be erected on any lot at a cost of less than \$18,000 based upon cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, garages and carports, shall be not less than 1,500 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.

DRILLING  
AND  
MINING

4. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

ANIMALS

5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any house or on any lot, except that not more than two (2) dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

GARBAGE  
AND  
RUBBISH

6. Garbage or rubbish shall not be dumped or allowed to remain on any lot. If contained in a closed metal receptacle, it may be placed outside the dwelling for collection, in accordance with the regulations of the collecting agency.

SEWAGE  
DISPOSAL

7. No cesspool, septic or other individual or privately-owned sewage disposal system shall be installed or permitted on any lot.

FENCES

8. (a) Fabricated fences are prohibited on any part of the lot except the rear yard and shall not exceed four (4) feet in height. Dense shrubbery or other growing fences shall not be permitted to grow to a height in excess of three (3) feet either in front yards or, in the case of corner lots, in the side yard that abuts on a street. On corner lots no shrubs or foliage higher than eighteen inches shall be permitted between the curb lines and the protective screening area described in paragraph 11(a) (5).

(b) A fence located within the area prescribed for swimming pools by subparagraph 1(c) may exceed four (4) feet in height if constructed of unpainted split cedar poles or similar unpainted wood having a rustic appearance, except that fences required around swimming pools shall comply with applicable statutes and ordinances.

(c) No fence shall be fabricated, constructed or built of any material other than wood, wire (11 gauge or heavier), brick, stone or masonry. At least 50% of the entire area of any

Fence

Wood

11 gauge wire

Brick

Stone

Masonry

wire fence shall be open space, uniformly distributed, except that it may be covered with materials permitted under subparagraph (b) hereof unless otherwise prohibited by law. The following fences and fencing materials are specifically prohibited: barbed-wire fences, sharp-pointed fences, electrically-charged fences, temporary fences (such as snow fences, expandable fences and collapsible fences).

#### LAUNDRY LINES

9. All laundry poles and lines outside of houses are prohibited except that one portable laundry dryer, not more than seven (7) feet high, may be used in the rear yard of each house on days other than Sundays and legal holidays; and such dryer shall be removed from the outside when not in actual use.

#### LAWN MOWING

10. Lawns shall be mowed and weeds removed at least once a week between April 15th and November 15th of each year.

#### PROTECTIVE SCREENING

11(a). Protective screening areas are established as follows:

(1) Along the rear lot lines of:

<u>Block</u>	<u>Lots</u>
G	6 through 13
N	1 through 30, and 33 through 37
P	15 through 22, and 24

(2) In Block G along the northwesterly side line of Lot 1 and along the northerly side line of Lot 14.

(3) In Block N along the southeasterly rear line of Lot 4, the easterly side line of Lot 15, the westerly side line of Lot 30, the easterly side line of Lot 33, and the westerly side line of Lot 37.

(4) In Block P along both side lines of Lot 1, along the westerly side line of Lot 3, along the northerly rear line of Lot 15, along the northerly side line of Lot 23, along the easterly rear line of Lot 25, and along the easterly side line of Lot 28.

(5) On all corner lots, in an area along a diagonal line between two points each approximately ten (10) feet back from the intersection of the two street lines.

(b) Planting shall be maintained throughout the entire length of each such screening area by the owner of the lot at his own expense, so as to form an effective screen for the protection of the residential area. No building or structure shall be placed or permitted in such screening area, nor shall vehicular access be permitted over such area other than for the purpose of installing, maintaining or utilizing the easements referred to

*Building or structure  
in such screening area  
(line line)*

in paragraph 12.

Wherever in any such screening area on any lot, the Company has planted or may hereafter plant screening material, the owner shall maintain such material in accordance with good landscaping practice and shall not remove any part thereof. If any of such planting dies or is destroyed the owner shall forthwith replace same with planting of the same kind and size or with evergreens of at least comparable density.

Wherever the Company has erected a fence on any lot, the owner shall maintain such fence intact and shall not remove any part thereof. If such fence is damaged or destroyed the owner shall repair or replace same with fencing of the same size, style and color.

#### EASEMENTS

12. (a) Perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water and drainage facilities, for the benefit of the adjoining land owners and/or the company, authority, commission, municipality or other agency supplying sewer, water and/or drainage facilities, are reserved as shown on the aforesaid subdivision map; also, easements in general in and over each lot for the installation of electric, gas and telephone facilities. No building or structure shall be erected nor any paving laid nor any filling or excavation done within the easement areas occupied by such facilities.

(b) The Company, and its successors and assigns, shall at all times have the right of ingress and egress over the aforesaid easements, and a right of way for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any such sewer, water, drainage, electric, gas and telephone facilities within such easement and right of way areas, along the lines designated for such purposes on the aforesaid map, and shall also have an easement and right of way in general in and over each lot for access to such easement areas and the facilities located therein, and for installing, operating, maintaining, repairing, inspecting and reading any meters appurtenant to such facilities.

#### VIOLATIONS

13. Violation of any covenant or restriction may be remedied by the Company, and the expense thereof shall be chargeable to the then owner of the lot and be payable forthwith upon demand. The foregoing shall be alternative or in addition to the enforcement provisions of paragraph 14.

#### ENFORCEMENT

14. Enforcement shall be by proceeding at law or in equity, brought by the Company, its successors and assigns, or by the owner of any lot, against any person or persons violating or

attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both.

#### SEVERABILITY

15. Invalidity of any of the aforesaid covenants and restrictions by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.