



Lake Mohawk Country Club
21 The Boardwalk Sparta, NJ 07871
(973) 729-6156

CLUB PLAN AGREEMENT

WHEREAS, we the undersigned, are the owners severally and/or jointly, of one or more improved or unimproved lots or tracts of land forming a part of Lake Mohawk Country Club in the Townships of Sparta, Byram and Andover, Sussex County, New Jersey, as such Reservation is hereinafter more particularly identified and described; and

WHEREAS, the title to each and all the lots and tracts comprising said Reservation including those belonging to the undersigned are subject to certain long-standing restrictions, reservations, provisions and conditions which have contributed materially to the harmonious improvement and development of said Reservation; and

WHEREAS, we for these reasons desire that the said restrictions, reservations, provisions and conditions, shall with or without certain modifications, be continued in full force and effect as hereinafter provided.

NOW THEREFORE, we the undersigned, being the owners as aforesaid of certain improved or unimproved lots or tracts of land in one or more of the Sections comprising the Lake Mohawk Reservations at Lake Mohawk, as shown on various maps filed in the Sussex County Clerk's Office, each of which maps includes as part of its title the words "Map of Lake Mohawk", said lots or tracts owned by us being identified by us so far as possible by Lot, Block and Section Number set forth after our respective names, do hereby severally and/or jointly for ourselves, our heirs, executors, administrators, successors and assigns, in consideration of the mutual covenants herein set forth, severally agree to and with each other and all of the like owners of other lots or tracts of land shown on said Maps who shall duly execute and deliver this agreement or a counterpart thereof that said lots or tracts of land and premises now owned by us respectively, and any and all lands and premises in said sections now owned by us or any of us respectively or in which we or any of us have any vested or beneficial interest shall whether properly identified after our respective names or not, be subject to and be firmly bound by the restrictions, reservations, provisions and conditions hereinafter set forth as covenants running with the said land and premises, until June 1, 2010, and thereafter for successive periods of ten years each, except, as hereinafter provided, in the event that the then owners of a majority of the lots and tracts of land and premises shown on said Maps, shall hereafter agree to modify or to terminate the said restrictions, reservations, premises shown on said Maps, shall hereafter agree to modify or terminate the said restrictions, reservations, provisions and conditions in whole or in part as they may apply to any or all of such successive periods.

If and when the owners of a majority of the lots and tracts of land and premises covered by this Agreement shall have duly executed and delivered this Agreement or a counterpart thereof, an appropriate certificate or certificates to that effect made by the President of Lake Mohawk Country Club or of its successors or assigns (hereinafter referred to as the "Club") and attested by the Secretary thereof shall, when and if recorded in the office of the Clerk of Sussex County, New Jersey, be conclusive evidence of the binding effect of the applications of the said restrictions, reservations, provisions and, conditions set forth in the Agreement upon such lots and tracts of

land and premises from and after said date and consenting to the recording of such certificate or certificates, we do hereby for ourselves, our heirs, executors, administrators, successors and assigns, expressly waive any and all right or claim of right to challenge the binding effect thereof.

The recording of a like certificate or certificates made by the officers of Lake Mohawk Country Club, its successors or assigns, prior to the expiration of any one or more of the successive periods above provided, to the effect that the restrictions, reservations, provisions or conditions herein set forth shall have been in like manner agreed to be modified in whole or in part by the then owners of a majority of the lots and tracts of land and premises in Lake Mohawk Reservation shall be conclusive evidence of that fact, and if and when such certificate or certificates shall be recorded in the Office of the Clerk of Sussex County, New Jersey, on or prior to the effective date specified in such agreement or agreements the restrictions, reservations, provisions or conditions as so agreed to be modified shall from and after said date be binding upon all lots and tracts of land and premises for the period so specified until and unless further modified.

The restrictions, reservations, provisions and conditions hereinafter referred to are the following:

Section One: All uses and structures permitted under the terms of the following sections shall conform to municipal ordinances which may be applicable to such permitted uses or structures but this Agreement shall not be deemed modified by such municipal ordinances to permit other uses or structures or other violations of the terms hereof. All structures and uses of the property must conform to every section hereinafter set forth.

Section Two: The property herein described shall, except as herein otherwise provided, be used for residence purpose only; that subject to any other special deed restrictions of record, not more than one single family dwelling shall be erected on any single lot but this restriction shall not prevent the erection of a single family dwelling house which extends over one lot and all or portions of an adjoining lot or lots in the same ownership provided the front yard and side yard setbacks otherwise required herein are maintained for the whole parcel on which the house is erected. Where such a house is constructed which extends over a portion of a lot, this restriction shall not prevent the erection of a single family dwelling house upon the remaining portion of said lot and all or portions of other adjoining lots, with the same proviso.

Garages shall be attached to the dwelling unless the size or topography of the lot or lots where the construction is planned justifies an exception in the opinion of the Club. No more than one outbuilding shall be permitted, in addition to garages and open summer houses, as herein permitted, and except that on lake front lots, a dock or boathouse may be built on the water front, as hereinafter provided.

Section Three: No part of any structure shall be nearer the street or shore line than thirty (30) feet, except that on lake front lots, a dock, boathouse or open summerhouse may be built on the waterfront. A boathouse may be permitted which extends no more than thirty (30) feet and a dock may be permitted which extends no more than fifty (50) feet from the shore into the lake, depending upon the existing depth of offshore water available. No structure will be permitted in or over the lake beyond the limitation set forth in the deed for such property which, in some cases, restrict dock extensions to five (5) feet. No part of any structure shall be nearer than seven (7) feet to the side lines (or side lines extended in the case of a dock or similar structure) or rear line (except as above provided) of the lot (or portions of an adjoining lot or several lots in the same ownership) upon which it is erected.

Where the filed map of any block or section at Lake Mohawk shows a setback line or lines which are more restrictive than the foregoing paragraph, buildings in such areas must conform to the said setback line or lines. In Block Forty-six (46), Section Ten (10) no structure inclusive of porches shall be located less than fifteen (15) feet from the side line or lines of the lot or lots.

The restrictions in this Section Three may be modified by the Club where the size of topography of the property involved renders strict adherence thereto an extreme hardship.

Section Four: No nuisance or anything obnoxious or detrimental to the value of adjoining or adjacent properties or residences shall be maintained or permitted on any part of the property. If any member, after written notice, fails to abate a condition, which in the opinion of the Club, constitutes a violation of this section, the Club shall have the right, in addition to all other rights, to seek injunctive relief to abate such violation(s) and, if such relief

is granted, shall be entitled to reimbursement from the offending member for all costs to abate such violation(s), including legal costs and reasonable attorney fees.

Section Five: The owner of any property shall be responsible for the sanitary disposal of all sewage, garbage and rubbish and no disabled vehicles, garbage or rubbish may be stored on or disposed of on any of the lots subject to this Agreement. Commercial vehicles must be garaged when not in use.

Section Six: That no sign, "For Sale" or "For Rent" or other advertisement soliciting a purchaser or a tenant shall be placed or displayed on said premises. No newspaper boxes or tubes which display the name of the publication shall be installed on any residential property. No business advertising sign shall be erected or displayed on residential premises except that one sign not exceeding twenty square feet may be displayed thereon during the construction or remodeling of the buildings on premises where it is located, provided such period does not exceed four months. The undersigned hereby appoints Lake Mohawk Country Club as agent with authority to enter, remove and dispose of signs in violation hereof.

Section Seven: All owners of property agree to make payments to Club for Club Charges (including special assessments) in accordance with the provisions of the By-Laws of the Club in effect for any fiscal year. In the event such charges remain in default for a period of 30 days; interest at the rate established by the Board of Trustees of Lake Mohawk Country Club may be charged on the unpaid amount from the date when said charges were due. In the event an overdue account is referred to an attorney for collection, the sum of 25 percent (25%) shall be added to the amount due to cover attorney's fees. The payments required to be made hereby shall be a personal obligation, and shall be and become until paid, a continuing lien on the property of the owner or owners so in default.

Section Eight: It is understood and agreed that the Club owns various facilities at Lake Mohawk which are available only to members of the Club who are in good standing and their guests. A member can have his or her membership privileges terminated or suspended for cause, after a notice and hearing before the Board of Trustees.

Section Nine: Any above ground pools and all boats and trailers must be erected or stored in the side yard or rear yard and adequately shielded so as not to be observed from the street or adjacent properties.

Section Ten: To the extent permitted by law, all satellite dishes shall be installed in a location which minimizes their visual impact on adjoining properties.

Section Eleven: No cyclone fences or other similar open mesh wire fences shall be installed on any residential properties, except with written permission of the Board of Trustees or their designated representatives.

Section Twelve: No member shall allow the construction which encroaches on Club property or upon notice of any such encroachment, shall remove it immediately or reimburse the Club for the cost of the Club to remove such encroachment.

Section Thirteen: Upon written notice and after a hearing before the Board of Trustees or their designated representatives, a member's Club privileges can be suspended or revoked for breach of any of the provisions of this Club Agreement or the Club's By-Laws then in effect.

Section Fourteen: In addition to the provision of this Club Agreement, we also agree to be bound by the Club's By-laws as adopted or amended in accordance with the terms of the By-laws. In the event the provisions of the Club Agreement and Club's By-laws conflict, the provisions of the By-laws shall control.