

**DECLARATION OF RESTRICTIONS NO. 1
AFFECTING RADBURN, PROPERTY OF
CITY HOUSING CORPORATION**

**IN THE
BOROUGH OF FAIR LAWN,
BERGEN COUNTY, NEW JERSEY.
DATED MARCH 15, 1929**

THIS DECLARATION dated March 15, 1929, by City Housing Corporation, hereinafter sometimes referred to as the "Housing Company," a corporation organized under the laws of the State of New York, duly qualified to do business in the State of New Jersey, witnesseth:

(Statement of Purposes: To Create Planned Community) WHEREAS, the Housing Company is now the owner of certain tracts of land in the Boroughs of Fair Lawn, Glen Rock and Paramus, Bergen County, New Jersey, parts of which the Housing Company proposes to develop and improve, in accordance with an harmonious plan for the design and relative location of single-family and multi-family dwellings, garages, stores, factories, streets, walks, parks, playgrounds, and other structures and areas, so as to create a community to be known as "RADBURN" providing the greatest possible degree of health, safety, architectural beauty and amenity for the property owners and inhabitants thereof; and

(Recreation Facilities, Public Utilities) WHEREAS, the Housing Company proposes to create permanent parks, playgrounds, open spaces and community facilities generally, and to install sewers, drains, water pipes, lights and other public utilities for the benefit of the inhabitants; and

WHEREAS, the Housing Company, being about to sell and convey lots and buildings located in certain parts of the said tracts, more particularly hereinafter described, desires to assure to said purchasers and their several heirs and assigns owning such lots and buildings, and their tenants, employees and the inhabitants within said property, the use, benefit and enjoyment of the common amenities, facilities and utilities in accordance with the said harmonious plan, and desires to provide for the maintenance of such amenities, facilities and utilities, and to this end desires that certain parts of its lands may be subjected to certain restrictions, reservations, servitudes, covenants, agreements, easements, liens and charges, as hereinafter set forth; and

(Provide for Maintenance and Control to be Exercised by The Radburn Association) WHEREAS, for the more efficient protection of the community and control thereof by the inhabitants, the Housing Company has deemed it desirable to provide an agency or instrumentality to which should be delegated and assigned the powers of maintaining and administering the community amenities, facilities and utilities aforesaid, and administering and enforcing the restrictions upon or affecting the said lands or portions thereof, and collecting and disbursing the charges hereinafter created, and

WHEREAS, there has been incorporated under the laws of the State of New Jersey, as an association not for pecuniary profit, THE RADBURN ASSOCIATION, for the purpose among others of exercising the functions aforesaid, and

WHEREAS, it is the desire and intent of the Housing Company that membership in and control of said Association shall ultimately be vested in the inhabitants and/or property owners of the community of RADBURN being developed upon the said lands, or in representatives of such inhabitants and/or property owners; and

WHEREAS, owners of other lands in the Boroughs of Fair Lawn, Glen Rock and Paramus may from time to time desire, with the consent of The Radburn Association, to subject such lands to the restrictions and provisions hereinafter set forth,

(Declaration of Subjection to Restrictions) NOW THEREFORE, in consideration of the premises, CITY HOUSING CORPORATION hereby covenants and agrees with the purchasers of plots or buildings therein and each of them and with THE RADBURN ASSOCIATION, which is hereby made a party hereto, that the property described in and referred to in Article One hereof is and shall be held and shall be conveyed subject to the restrictions, reservations, covenants, conditions, servitudes, easements, agreements, liens and charges set forth in the various articles and clauses of this Declaration, which it is hereby covenanted and agreed shall inure to the benefit of and be binding upon CITY HOUSING CORPORATION, its successors and assigns, and THE RADBURN ASSOCIATION and the several purchasers, their heirs, successors and assigns, and binding upon all the land described in Article One hereof, to wit:

ARTICLE ONE

PROPERTY SUBJECT TO THIS DECLARATION OF RESTRICTIONS

SECTION 1. The Housing Company is the owner of the real property situated in the Borough of Fair Lawn, Bergen County, New Jersey, shown upon certain maps described in Section 2 of this Article.

It is also the owner of a larger tract of land of which the property shown upon said maps is a part. It contemplates the sale or use of various parts of the lands owned by it, or to be acquired by it, in the Boroughs of Fair Lawn, Glen Rock and Paramus or vicinity, subject to and in accordance with the general scheme or plan set forth in this Declaration. It may from time to time, as it may at its option determine, subject additional portions of such lands to the terms of this Declaration and such modifications thereof as the circumstances may require. Such additional tracts may be rendered subject to the terms of this Declaration in the manner hereinafter provided.

SECTION 2. (Description of Property Immediately Subjected) The Housing Company hereby declares that the real property shown upon the following entitled maps is and shall be subject to and entitled to the benefit of the restrictions in this Declaration set forth:

(The original Declaration here describes at length the following Sub-division Maps of Radburn, having the several stated file numbers in the Office of the Clerk of Bergen County:

Approved by the Mayor and Council of the Borough of Fair Lawn on March 12, 1929 and filed in the office of the Office of the Bergen County Clerk on March 14, 1929:

<u>Subdivision Map No</u>	<u>Street</u>	<u>County Clerk's File No</u>
7-11	Ashburn Place	
7-12	Arlington Place	2496
7-13	Aberdeen Place	2497
7-14	Allen Place	2498
7-25	Audubon Place	2499
8-21	Burlington Place	2500
8-22	Bancroft Place	2501
8-23	Berkeley Place	2502
		2503

Approved by the Mayor and Council of the Borough of Fair Lawn on March 26, 1929 and filed in the Office of the Bergen County Clerk on March 30, 1929:

<u>Subdivision Map No</u>	<u>Street</u>	<u>County Clerk's File No</u>
8-12	Brighton Place	
8-13	Burnham Place	2513
8-20	Brearly Crescent	2514
		2515)

The commons, parks and parkways shown upon a map entitled "Map of Section No. 1 of Radburn, Property of City Housing Corporation in the Borough of Fair Lawn, Bergen County, N.J." dated February 8, 1929, and filed in the Office of the Clerk of Bergen County on March 4, 1929, as Map No. 2490.

SECTION 3. The Housing Company hereby further declares that additional lands shall become subject to this Declaration in the following manner:

1, (Procedure for Subjecting Further Property) Upon the filing by the owner of property therein described, with the approval in writing of The Radburn Association, in the Office of the Clerk of Bergen County, or other proper recording officer, from time to time, of Supplementary Declarations of Restrictions, each one of which shall contain substantially the following provisions, not inconsistent with the other provisions of this Declaration:

- a. The statement that it is intended thereby to render the property therein described subject to this Declaration:
- b. A description or designation of the real property intended to be thereby rendered subject to this Declaration:
- c. If, and so far as desired, a specification of the uses to which such property, and the several parts thereof, may be put, and the kind or character of buildings which

may be erected thereon (subject to the limitations of Section 1 of Article Six of this Declaration);

- d. Specification of
 1. The free spaces, if any, to be maintained on each building site:
 2. The set-backs, if any, of all buildings upon each building site:
 3. The minimum size, if any, of building sites to be permitted within the said property:
- e. Such provisions respecting the property described in such Supplementary Declaration as is prescribed by this Declaration, or as may be necessary in the judgment of the owner of such property and The Radburn Association, in order adequately and properly to restrict the property described in such Supplementary Declaration:
- f. A specification of any changes or modification of this Declaration in its application to the real property described in such Supplementary Declaration; provided, however, that such modifications shall affect the restrictions herein contained only in their application to the property particularly described in such Supplementary Declaration (unless the restrictions herein contained are otherwise modified as hereinafter provided).
- g. A statement of the date upon which the charge

Upon the recording of such Supplementary Declaration, the real property therein described shall become subject to the restrictions set forth in this Declaration, as modified by such Supplementary Declaration, with the same force and effect as if said property had been originally described in this Declaration, and shall become subject to all the terms hereof and of such Supplementary Declaration.

SECTION 4. (Subjection of Further Property to Part of Restrictions) Additional lands may be subjected to less than all of the provisions of this Declaration by filing a Supplemental Declaration of Restrictions as provided in Section 3 above, provided such Supplemental Declaration shall state the Articles hereof to which it is intended to subject such additional lands. In subjecting additional lands to some, but not all, of the provisions of this Declaration, the owner may, by appropriate reservation in the Supplemental Declaration aforesaid, reserve the right thereafter to subject such additional land to other and further provisions of this Declaration or modifications thereof by the filing of further Supplemental Declarations as provided in Section 3 above.

SECTION 5. (No Duty to Subject Other Property) Nothing contained in this Declaration shall be construed as subjecting or requiring CITY HOUSING CORPORATION to subject to this Declaration any property now or hereafter owned by it, other than that described in Section 2 of this Article, nor shall any such other property be in any manner deemed subjected to any of the terms hereof, except by the filing of a Supplementary Declaration, as herein provided.

ARTICLE TWO

DEFINITIONS

SECTION 1. (Definitions) The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- A. (The Property) The words, "The Property" shall include all lands at any time subjected to the terms of this Declaration, either by Section 2 of Article One or by any Supplemental Declaration as provided in Section 3 or 4 of Article One.
- B. (Declaration of Restrictions) The words "Declaration of Restrictions" or "Declaration" refer to and include not only this Declaration but also the Supplemental Declarations of Restrictions provided for in Sections 3 and 4 of Article One.
- C. (Building Site) The words "building site" mean a plot of land shown upon any subdivision map of any part of The Property or any resubdivision of one or more such plots which has been approved in writing by The Radburn Association.
- D. (Street) The word "street" includes every way for passage on foot or by vehicle for the common use of more than three property owners, whether or not dedicated to a municipality and whether or not known by the name of street, avenue, place, lane, walk, path, crescent, circle, road, plaza, footway or any other name.
- E. (Restrictions) The word "restrictions" includes restrictions, reservations, servitudes, conditions, covenants, agreements, easements, liens and charges.
- F. (Amend) The word "amend" used with reference to restrictions includes change, modify, terminate or add; and the word "amendment" used with reference to restrictions includes change, modification, termination or addition.
- G. (Design) The word "design" shall include plans, specifications, elevations, models, sketches, samples of color and samples of materials.
- H. (Proper Recording Officer) The words "proper recording officer" shall mean the officer with whom deeds of the property affected by the instruments in question shall at the time of recording such instrument be required to be recorded.

ARTICLE THREE

APPROVAL OF DESIGN AND SUPERVISION OF STRUCTURES

SECTION 1. (No Structure to be Erected or Altered Without Approval in Writing by The Radburn Association) No building, fence, hedge, wall, sign, billboard, awning, pole, radio antennae or other structure of any kind, whether similar to the foregoing or not, shall be commenced, erected, or maintained upon The Property or any part thereof, nor shall any addition thereto, or change or alteration therein be made, unless the design thereof in such form as The Radburn Association may demand, shall have been submitted to The Radburn Association, and the nature, kind, shape, height, materials, floor plans, elevations, color scheme, location of such structure upon the building site, grading plans of the building site, and plans for the disposal of sewage and wastes, if any, shall have been approved in writing by The Radburn Association. A copy of such design as finally approved, together with the approval thereof, shall be deposited for permanent record with The Radburn Association; and no structure shall be erected, maintained, added to, or

altered, and no sewage or wastes shall be disposed of, except in accordance with such approved design or a modification thereof approved and deposited as hereinabove provided.

(Approval May be Withheld for Esthetic or Other Reasons) The Radburn Association shall have the right to refuse to approve any such design which is not suitable or desirable in its opinion for any reason, esthetic or otherwise; and in so passing upon such designs 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 of the building or other structure or alteration therein as planned, on the outlook from the adjacent or neighboring property, and any and all other factors which in its opinion shall affect the desirability or suitability of such proposed structure.

SECTION 2. (No Re-subdivision of Plots Without Approval) No part of The Property shall be subdivided or disposed of in parcels, nor shall any lots shown upon any subdivision map of The Property be re-subdivided unless and until the Map of the proposed subdivision or resubdivision, or the description of the proposed parcels or lots, shall have been submitted to and approved in writing by The Radburn Association. In approving such re-subdivision, The Radburn Association may specify the area thereof which may be built upon, and the set-backs and freespaces to be maintained, if any.

SECTION 3. (Structures Deemed Approved After One Year After Completion) After the expiration of one year from the date of completion of a structure or alteration approved as provided in Section 1 of this Article, the structure or alteration described in such approval shall, in favor of purchasers and encumbrancers from the owner of the premises affected by such approval, be deemed to comply with all the provisions of this Article unless notice to the contrary shall have been given to such purchasers or encumbrancers, or suit shall have been instituted to enforce such compliance.

SECTION 4. (Supervision of Construction) The Radburn Association may retain architects, engineers, agents and employees as may be necessary for the examination of designs as provided in this Article, and to supervise the construction or alteration of structures pursuant to such designs; and The Radburn Association shall be entitled to pay the expenses incidental to such examination and supervision out of The Fund hereinafter created, or at its option, to fix and collect from the owners of the premises affected such reasonable fees and charges for such examination and supervision as may be determined from time to time by the Board of Trustees of The Radburn Association.

SECTION 5. (As Amended 1/30/69) (Pruning of Planting) The Radburn Association shall have the right to trim or prune, at the expense of the owner maintaining the same, any hedge or other planting that in the opinion of The Radburn Association, by reason of its location upon the building site or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view in street traffic or is unattractive in appearance.

The Radburn Association shall further have the right to care for improved or unimproved property at any time subject to this Declaration at the expense of the owner, and to remove grass, weeds and rubbish therefrom, and to do any and all things necessary or desirable in the opinion of The Radburn Association to keep such property, or any structure located thereon, in neat and in good order.

ARTICLE FOUR

SET-BACKS AND FREE-SPACES

SECTION 1. (Building Lines to Be Maintained Where Established) Wherever, upon any sub-division map of any part of The Property or in any Declaration affecting the same, a Building line shall have been established for any building site, no building or structure or any part thereof shall encroach upon the space between such Building Line and any street upon which such building site abuts, except that steps, eaves, gutters, bay, bow or oriel windows, porches and other slight or minor projections may encroach thereon at such places as and to the extent that The Radburn Association may approve in writing.

SECTION 2. (No Increase in Bulk of Buildings Without Approval) No building erected by the Housing Company shall be altered, nor shall any other building thereafter be erected or maintained upon the same building site, so as to extend beyond the line of the building erected by the Housing Company, either at the front, rear or sides, or so as to be greater in height or number of stories than the building erected by the Housing Company, without the approval in writing of The Radburn Association.

SECTION 3. Where no Building Line shall have been established for any building site upon the sub-division map or in the Declaration or Deed affecting the same, and no building shall have been erected thereon in the first instance by the Housing Company prior to the sale thereof, no building or structure shall be erected or maintained upon such building site closer to any street upon which the same abuts or closer to the boundaries of such building site on any side than shall be permitted in writing by The Radburn Association.

SECTION 4. (Discretionary Power of The Radburn Association) The Radburn Association shall have the power to approve and permit the erection, alteration and maintenance of any building or structure which in its judgment substantially complies with the provisions of this Article, if in the opinion of The Radburn Association the general effect of the structure and related improvements will be advantageous to the neighborhood, or strict compliance with the provisions of this article would because of topographical or other conditions work undue hardship upon the owner of the building site.

ARTICLE FIVE

CREATION OF CHARGE UPON THE PROPERTY

SECTION 1. (Charge Created as Lien on the Property) The Housing Company (for each parcel of property subject to this Declaration owned by it) hereby covenants, and each purchaser of any parcel of The Property (whether purchased from the Housing Company, or another) by the acceptance of a deed therefor, shall, whether or not it shall be so expressed in any such Deed or other conveyance, be deemed to covenant and agree to pay to The Radburn Association an annual assessment or charge to be fixed, established and collected from time to time as hereinafter provided, for the creation of a Fund to be known as the "Radburn Fund", each installment of which annual assessment or charge when due shall become a lien upon the parcel of The Property against or on account of the ownership of which such assessment or charge is made. (Personal Obligation of Owner) Each parcel of property subject to this Declaration (except as hereinafter mentioned) whether owned by the Housing Company or others if hereby made subject and shall be subject to a continuing lien to secure the payment of each installment of such assessment or charge when due.

(Amount to be Fixed by The Radburn Association) Such charge shall be in an amount to be fixed from year to year by the Board of Trustees of The Radburn Association, and may be determined upon the basis of the valuation of each portion of The Property and the improvements thereon as fixed by the assessing authority of the municipality in which such portion is located, or upon the basis of the area thereof in square feet, or by any other measure determined by The Radburn Association to be fair and equitable.

(Classification of Property) The Radburn Association may establish different rates from year to year as its Board of Trustees may deem necessary to carry out the purposes of The Radburn Association or the Radburn Fund; and may for any one year establish different rates for various general classifications of property, according to the use and/or location thereof; provided, however, that the rate established for commercial or industrial property shall not exceed the rate established in the same year for similarly situated residential property.

(Maximum Limit of Charge) The amount of such charge or lien upon any parcel of The Property shall not in any calendar year exceed one half of the product of the valuation of such parcel together with the improvements thereon as determined by the said municipal assessing authority for such calendar year multiplied by the rate of tax levied thereon by public authority for all State, County, School and all other local purposes in the preceding calendar year; except that, until the first year for which the said municipal assessing authority shall make a separate assessment of the parcel of The Property and the improvements thereon (if any), the annual charge or lien shall be such amount as shall be agreed upon between the purchaser thereof and the Housing Company.

SECTION 2. (As Amended 1/30/69) (When Due) The charge for any year shall become due and payable on the first day of January of said year, or as shall be determined by The Radburn Association and set forth in the resolution of the Board of Trustees of The Radburn Association fixing the said charge.

The charge upon any parcel becoming subject to the charge hereby created subsequent to the first day of January in any year shall be fixed by The Radburn Association at such proportion of a charge for the full year, at the same rate as that fixed pursuant to the provisions hereof for other properties of the same classification as to use and location, as the number of months of said year during which such parcel shall be subject to the charge shall bear to twelve. The Board of Trustees shall determine the time when such charge shall become due and payable. The charge upon the property described in Section 2 of Article One shall commence upon September 1, 1929.

(Roll of Charges to be Filed) Before the first day of January in each year there shall be filed and kept in the office of The Radburn Association a certificate executed and acknowledged by the President or Vice-President of The Radburn Association under its corporate seal attested by its Secretary or Assistant Secretary, setting forth the amount of the charge upon each parcel of The Property for said year as determined and fixed by the Board of Trustees, and the time or times when the same shall become due as determined by the Board of Trustees, and said certificate shall be conclusive evidence of the amount of the charge upon any parcel and of the time when the same shall become due.

There shall from time to time during any year be so filed and kept similar certificate setting forth the amount of the charge for said year upon any parcel subjected to the charge subsequent to the first day of January in said year and the time when the same shall become due, as determined by the Board of Trustees, which certificate shall have a like effect.

(Certificate of Payment of Charge) The Radburn Association shall upon demand at any time furnish to any owner liable for the said charge a certificate in writing signed by an officer of the Association, setting forth the status of such owner and the premises in respect of which such demand is made as to the payment of the said charge; and such certificate shall be conclusive evidence of the payment of any charges therein stated to have been paid.

SECTION 3. (As Amended 1/30/69) (Remedies Upon Default in Payment)

- a. Upon the failure of the owner of any parcel of The Property to pay any such charge or installment thereof when due, The Radburn Association shall have the right to collect the amount thereof by an action at law against the owner as for a debt, and may bring suit for the foreclosure of the lien thereof upon said parcel of The Property and/or bring and maintain such other suits and proceedings at law or in equity as may be available (and such remedies shall be cumulative and not exclusive). Such rights and powers shall continue in The Radburn Association, and the lien of such charge shall be deemed to run with the land; and the successive owners of each parcel of The Property, by the acceptance of deeds therefor shall be deemed personally to assume and agree to pay all such charges as shall become a lien thereon during their ownership thereof.
- b. From and after the institution of any suit or proceeding provided for in (a) hereof, The Radburn Association shall be entitled to recover, in addition to such costs and

fees as may then be provided by applicable statutes and/or rules of Court, counsel fees for the reasonable value of services rendered by its attorney or attorneys with respect to such suit or proceeding, the amount thereof to be established by affidavit of said attorney or attorneys. Said counsel fees shall be a personal obligation of the owner of The Property and shall constitute a lien thereon as of the time of institution of the suit or proceeding. The Radburn Association may collect the amount of said counsel fees and may enforce the lien thereof in the manner provided in (a) hereof.

SECTION 4. (Charge Subordinate to Mortgages) The charges created by this Article and the lien thereof shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Property or any parcel thereof; provided, however, that such subordination shall apply only to the charges which shall have become payable prior to the sale of such parcel pursuant to a decree of foreclosure of such mortgage. Such sale shall not relieve such parcel from liability for charges thereafter becoming due hereunder nor from the lien of any charge or installment thereof thereafter becoming due, and the purchaser at such sale by the acceptance of the deed shall be deemed personally to assume and agree to pay all such charges or installments thereof thereafter becoming due.

SECTION 5. (Exempt Property) The following property subject to this Declaration shall be exempted from the charge created by this Article: (a) all streets whether dedicated to any municipal authority, owned by The Radburn Association, or created by easements; (b) all parks, playgrounds, and open spaces while devoted to common use, however owned; (c) all property owned or leased by The Radburn Association; (d) all land taken by or sold or granted to any public authority for public improvements or uses; (e) all other property exempted from taxation by the laws of the State of New Jersey, upon the terms and to the extent of such legal exemption.

SECTION 6. (Application of Fund Discretionary with The Radburn Association) The moneys collected by virtue of the charges or assessments or the lien created by this Article shall be paid to The Radburn Association to be used in such manner and to such extent as the Board of Trustees of The Radburn Association may determine to be for the benefit of the residents of The Property and for the promotion of the health, safety and welfare of residents within The Property and for the enhancement of education, recreation, social life, and community welfare within The Property; but the specific application of such moneys shall remain wholly in the absolute discretion of the said Board of Trustees. (Limitation of Obligation of The Radburn Association and the Housing Company) The Radburn Association shall not be obligated to spend for such purposes any moneys other than those received by it pursuant to this Declaration, and neither The Radburn Association nor the Housing Company shall be deemed to guarantee the sufficiency of said Fund for the purposes stated. The liability of the Housing Company in respect thereto shall be limited to the amounts hereunder properly chargeable against The Property owned by it which shall at any time be subject to the charge created by this Article.

SECTION 7. (May Create Surplus) The Radburn Association shall not be obligated to spend in any one calendar year all of the sums collected during such year by way of charges, and may carry forward to Surplus any balances remaining; nor shall the Association be obliged to apply any such surpluses to the reduction of charges in the succeeding year, but may carry forward from year to year such surplus as the Board of Trustees in their absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

SECTION 8. (As Amended 10/24/90, Revised 6/6/91) (May Borrow in Anticipation of Revenue) If at any time the moneys collected by virtue of the charges or assessments or the lien created by this Article shall not be sufficient to meet expenditures which The Radburn Association shall deem necessary in the furtherance of the purposes of the Association, The Radburn Association shall have authority in its absolute discretion to borrow money in anticipation of revenue upon such terms and security and for such periods not exceeding one year as it may determine, and in fixing the charge for the succeeding year The Radburn Association shall have the power to include such sums as may be necessary to provide for the repayment of such advances with interest. The provisions of this Section 8 shall not limit or impair the authority of The Radburn Association to borrow money for a period in excess of one (1) year in accordance with Section 9 of this Article Five.

SECTION 9. (As Amended 10/24/90, Revised 6/6/91) (Special Charge)

- a. The Radburn Association may fix, establish and collect a special charge (the "Special Charge") for the purpose of funding the replacement of the swimming pool and related facilities, commonly known as "B-Pool," situated at the following location:

Being Lot 3 and Block 3803 as shown on the tax map
Of the Borough of Fair Lawn, County of Bergen and State
Of New Jersey.

- b. The Special Charge shall be payable by the owners of all parcels of The Property improved by single and multi-family residential buildings and/or determined by the Board of Trustees to be suitable for such buildings (collectively hereinafter referred to as "Residential Property"). The Special Charge shall be payable, at the option of the owner of each parcel of Residential Property, in a single payment, or in not more than twenty (20) equal consecutive quarterly installments at an interest rate and on terms and conditions to be determined by the Board of

- Trustees of The Radburn Association in its absolute discretion (the "Installment Option").
- c. The Special Charge and each installment in payment thereof when due shall become a lien upon the parcel of Residential Property against or on account of the ownership of which the Special Charge is made. Upon the failure of the owner of any parcel of Residential Property to pay the Special Charge or any installment in payment thereof when due, The Radburn Association shall have all of the rights and remedies set forth in Sections 3(a) and 3(b) of this Article Five.
 - d. The Special Charge shall be subject to all of the provisions of this Article Five, except those provisions of Article Five which are modified hereby, including, without limitation, the provision of Section 8 of this Article Five limiting borrowing by the Association to periods not exceeding one (1) year. For the purposes of providing the owners of Residential Property with the Installment Option, The Radburn Association shall have the authority, in its absolute discretion, to borrow money for a period not to exceed five (5) years in anticipation of revenue generated by the Special Charge upon such terms and conditions, including the granting of security interests, as the Board of Trustees may determine. The provisions of this Section 9 shall expire on December 31, 1999, except as such provisions may apply in the event the Special Charge, or any installment in payment thereof, has not been collected from one or more owners of Residential Property.

ARTICLE SIX

USES

SECTION 1. (As Amended 12/20/33) (Nuisances Prohibited) There shall never at any time be erected, permitted or maintained upon any part of The Property any structure designed for or used for the manufacture of malt, vinous or spirituous liquors, any cattle yard, slaughter house, hog pen, poultry yard or stable (not including garage), any cemetery or crematory or any house of detention, reform school, asylum or institution of kindred character; any building for the manufacture or storage of gun powder or explosives nor any trade, business or use of The Property (whether similar to the foregoing or not) which shall be determined by The Radburn Association to be dangerous or noxious or offensive because of the emission of odor, gas, dust, smoke (other than coal smoke) or noise or unsuitable for the locality, the specific uses enumerated being by way of illustration and not of limitation.

The sale of malt, vinous or spirituous liquors in accordance with Federal and State Laws and Municipal Ordinances or Regulations governing the sale of such commodities may be permitted on such parts of The Property restricted for business usage upon application for a permit to be made to the Board of Trustees of The Radburn Association which shall have sole discretion as to the granting of such permits, and which shall make such rules and regulations as to the issuance, continuance and revocation of such permits and the fees to be charged therefor annually or otherwise as it may deem advisable.

Description of property upon which New Amendment is intended to be Operative: All that plot, tract or parcel of land located in Radburn, in the Borough of Fair Lawn, County of Bergen, State of New Jersey, and reserved for community or business use, and which is now occupied by the Radburn Plaza Building and the Dutch House and is bounded by Abbott Road, High Street, Plaza Road and Fair Lawn Avenue.

SECTION 2. (No Change in Use Without Approval) As to any building site in The Property upon which the Housing Company shall in the first instance prior to the sale thereof cause a building or structure to be erected, such building or structure shall not be used, nor shall any building or structure be erected upon such building site designed to be used or used, or altered for use, for any purpose other than that for which the original structure was designed without the approval in writing of The Radburn Association, deposited as provided in Section 1 of Article Three; provided that in no event shall any dwelling designed for occupancy by less than three families be used or occupied as a dwelling for more than the number of families for which it was originally designed; (No Trade, Commerce or Business in Dwellings) and provided further that no trade, commerce or business shall at any time be conducted in any part of a building designed as a dwelling house.

(Professions or Home Industry in Dwellings) No profession or home industry shall be conducted in any part of a building designed as a dwelling house except upon the approval in writing of The Radburn Association deposited as aforesaid and upon such conditions and limitations as it may prescribe in such approval, including conditions and limitations concerning the signs or advertisements to be permitted in or upon any part of the premises.

The Radburn Association, by approval in writing deposited as aforesaid and upon such conditions and limitations as it may prescribe in such approval, may permit a building designed for a dwelling to be used in whole or in part for one or more of the following purposes (so far as legally permitted): day nursery, kindergarten, school, medical or dental clinic, fraternal or social club or meeting place.

ARTICLE SEVEN

DURATION AND MODIFICATIONS OF RESTRICTIONS

SECTION 1. (Restrictions in Force Until 1960) (Automatic Renewal Unless Affirmative Action to Terminate) All of the restrictions set forth or provided for in this Declaration (or any Supplementary Declaration) shall be deemed covenants running with the land, and any and every conveyance of any part of The Property shall be absolutely subject to the said restrictions whether or not it shall be so expressed in the deed or other conveyance thereof. The said restrictions shall continue with full force and effect against both The Property and the owners thereof (subject to the right of change or modification provided for in this Article) until January 1, 1960; and shall as then in force be continued

automatically and without further notice from that time for a period of twenty (20) years, and thereafter for successive periods of twenty (20) years each without limitation unless not less than five years prior to January 1, 1960 or not less than five years prior to the expiration of any successive twenty-year period thereafter a written agreement shall be recorded with the proper recording officer, by the terms of which any of said restrictions may be changed, modified or extinguished in whole or in part as to all of The Property or such part thereof as may be described in the said agreement, in the manner and to the extent set forth in the said agreement, which shall be duly executed and acknowledged by The Radburn Association and the then owners of record of more than one-half in area of the premises therein described which are then subject to this Declaration and subject to the payment of the charges created by Article Five hereof. In the event that any such written agreement of change or modification be duly executed and recorded, the original restrictions as therein modified shall continue in force for successive periods of twenty years each unless and until further changed, modified, or extinguished in the manner herein provided.

Such agreement when recorded shall be effective as of January 1, 1960 or as of the end of the succeeding twenty year period during which said agreement shall be recorded.

SECTION 2. (Amendment of Restrictions: Recording Certificate) Subject to the exception in Section 4 of this Article, any of the restrictions set forth or provided for in this Declaration (or any Supplementary Declaration) may be amended, and new restrictions affecting The Property, or any part thereof, may be created by filing with the proper recording officer a certificate of The Radburn Association, duly executed and acknowledged by its President or Vice-President under its corporate seal attested by its Secretary or Assistant Secretary, setting forth:

- a. The restriction, if any, intended to be amended.
- b. The amended form thereof, if any, or the form of the proposed new restriction, if any.
- c. A description or designation of the part of The Property upon which such amendment or new restriction is intended to be operative, which description or designation may refer to or appear upon a map to be filed with the said certificate.
- d. (Hearing Upon Notice to All Property Owners Affected) That a resolution adopting such amendment, or such new restriction was duly adopted at a duly held regular or special meeting of the Trustees of The Radburn Association after a public hearing thereon, notice of which (at least twenty days in advance of such hearing) has been given by publication in a newspaper of general circulation in the vicinity of The Property, and in writing to each owner of record of premises subject to the charge created by Article Five hereof and designated by resolution of the Trustees of The Radburn Association as affected by such amendment or new restriction.
- e. The description or designation (which may appear upon a map to be filed with the said certificate) of The Property designated by the Trustees of The Radburn Association as affected by such amendment or such new restriction.

- f. (Effect of Protest by Property Owners) That no protest against the proposed amendment or new restriction has been filed with The Radburn Association at or before the time of such hearing, signed by the owners of twenty per cent or more of the area of The Property subject to the charge and designated as affected as aforesaid; or that, if such protest has been filed, such amendment or new restriction has been adopted by the affirmative vote of not less than seven of the Trustees of The Radburn Association, at a meeting held not less than thirty days after such hearing upon at least fifteen days notice published as aforesaid; and that no protest has been filed with The Radburn Association at or before such meeting signed by the owners of more than fifty per cent of the area of The Property subject to the charge and designated as affected as aforesaid.

SECTION 3. (Determination of Property Affected) In determining the area designated as affected by a proposed amendment or new restriction, as provided in Section 2 of this Article, the Board of Trustees of The Radburn Association shall in each instance take into consideration the relevant facts, including among others, the character and scope of the existing restrictions upon and the use and development of The Property, and the character and scope of the proposed amendment or new restriction. The Trustees may include in the area designated as affected portions of The Property not included in the area upon which the proposed amendment, or new restriction, is to be directly operative.

If the Certificate of Incorporation of The Radburn Association shall be amended so as to provide for a number of Trustees other than nine, the proportion of Trustees whose affirmative vote shall be required pursuant to Section 2 (f) of this Article shall be not less than seven-ninths of the whole number.

SECTION 4. (No Amendment to Increase Charge) The Radburn Association shall not file any certificate pursuant to Section 2 of this Article whereby the annual charge created by Article Five hereof shall be increased above the limit set in Section 1 of said Article, or whereby any additional annual or recurrent charge shall be imposed upon the owners of The Property or any part thereof which together with the annual charge created in Article Five hereof shall in any one year exceed the said limit.

ARTICLE EIGHT

MISCELLANEOUS

SECTION 1. (Action of Property Owner Binding Upon Mortgages and Future Owners) Wherever there is required under this Declaration the agreement, vote, consent, or other action of the owner or owners of record of part or all of The Property, the agreement or other action of any such owner shall bind all future owners of the same property, and such agreement or other action by the then owner of record of any part of The Property as to the amendment of any of the provisions of this Declaration shall be binding upon any mortgagee, lienor or encumbrancer of the same premises and shall be effective to bring

about such amendment as to said premises without requiring any mortgagee, lienor or encumbrancer to join in such agreement or action. The owner or owners of record of any part of The Property shall for the purposes of this Declaration be deemed in all respects the owner or owners thereof, and his, their or its signature or act shall for the purposes hereof be binding upon the property in question and the owners thereof.

(Concurrent Acts) Any agreement, vote, consent, protest, or other instrument required by this Declaration to be signed and executed by the owners of property may be in any number of concurrent writings of similar tenor.

SECTION 2. (Manner of Giving Notice) Wherever by this Declaration it is provided that notice may or shall be given to or served upon the owner of any premises within The Property, such provision shall be deemed fully complied with by the deposit of such notice in the United States mail, in a securely sealed post-paid wrapper, addressed to the premises in respect of which said notice is required or permitted to be served, in the name of the last known owner as shown upon the records of The Radburn Association or if unknown, in the name of "The Owner"; and notice so served shall be binding upon the actual owner or owners and all future owners of the said premises for the purposes of this Declaration as if personally served upon the actual owner or owners.

(May be Waived) Notice of any meeting, hearing, event or action may be waived in writing by any person entitled to notice thereof either before or after the occurrence of such meeting, hearing, event or action with the same force and effect as if notice thereof had been duly served upon him as above prescribed.

SECTION 3. (Remedy by Injunction) Inasmuch as the enforcement of the restrictions and conditions herein provided is deemed essential for the effectuation of the general plan of improvement hereby contemplated and for the protection of the parties hereto and of all future owners of lands within The Property, it is hereby declared that any breach of the provisions of this Declaration cannot be adequately compensated for by recovery of damages, but that any party, and any such future owner, may require and shall be entitled to the remedy by injunction to restrain any such breach in addition to all other remedies.

(Termination Only as Provided) No change of conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration, but they shall be extinguished, terminated, or modified only by the action and in the manner provided in Article Seven of this Declaration.

SECTION 4. In all cases the restrictions set forth or provided for in this Declaration shall be construed together and shall be given that interpretation or construction which will best tend toward the consummation of the general plan of improvements aforesaid and toward their strict enforcement, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

(Separability of Provisions) The determination by any court that any provision of this Declaration is unenforceable or void shall not affect the validity of any of the other provisions hereof.

(Interpretation by The Radburn Association) The Radburn Association shall have the right to construe and interpret the provisions of this Declaration, and its construction or interpretation in good faith shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

ARTICLE NINE

VIOLATION AND ENFORCEMENT OF RESTRICTIONS

SECTION 1. (As Amended 10/24/90, Revised 6/6/91) (Remedies Upon Breach or Violation) Violation of any restriction contained or provided for in this Declaration shall give The Radburn Association, in addition to all other remedies, the right to enter upon the land upon which such violation exists and summarily to abate or remove, using such force as may reasonably be necessary, 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 neither The Radburn Association nor its officers, agents, or employees shall be deemed guilty or liable for any manner of trespass for such entry, abatement, or removal; and, the right to institute legal and/or equitable suits or proceedings to seek relief from the violations and/or to enforce the restrictions set forth in this Declaration, in a court of competent jurisdiction, in summary fashion if necessary, at the expense of the owner of the land on which such violation exists. The owner of the said premises agrees to pay to The Radburn Association, upon demand, the costs and expenses of such abatement, and the costs and expenses of such legal and/or equitable suits or proceedings instituted to seek relief from such violation or enforcement of the restrictions set forth in this Declaration, including the reasonable value of counsel services rendered in connection therewith, and such costs and expenses, including the reasonable value of counsel services rendered in connection therewith, shall be a lien upon said premises, enforceable in the manner provided in Article Five hereof.

SECTION 2. (Binding Upon, and for Benefit of Future Owners) The provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Radburn Association or the owner of any land included in The Property, their respective legal representatives, heirs, successors, and assigns; and failure by The Radburn Association or any land owner to enforce any restriction 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 accruing prior or subsequent thereto.

(Violation a Nuisance) Every such violation or breach is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable thereto, and such remedies shall be deemed cumulative and not exclusive.

Neither The Radburn Association nor the Housing Company shall be liable in any way for failure or omission to take action of any kind for the enforcement of any restriction or violation thereof.

SECTION 3. (No Individual Liability) No recourse under or upon any obligation, covenant or agreement contained in this Declaration on the part of the Housing Company or The Radburn Association shall be had against any incorporator, member, stockholder, officer, director or trustee of either of said corporations, and no personal liability shall attach to or be incurred by any such individual, other than for his individual fraud or misfeasance or other wilful or tortious act.

ARTICLE TEN

ACCEPTANCE BY THE RADBURN ASSOCIATION

SECTION 1. The Radburn Association hereby accepts each of the duties and obligations imposed upon it by this Declaration subject to all the terms and provisions herein contained.

SECTION 2. (Transfer by The Radburn Association of Rights and Duties) Any or all of the rights, powers, titles, easements and estates granted to or conferred upon The Radburn Association by this Declaration may be assigned to any one or more corporations or associations, municipal or private, that will agree to assume such rights, powers, titles, easements and estates and the duties and obligations imposed upon The Radburn Association by this Declaration, and carry out and perform the same. Any such assignment may be made by filing with the proper recording officer an instrument in writing, duly executed and acknowledged: (I) in the name of The Radburn Association by its President or Vice-President under its corporate seal attested by its Secretary or Assistant Secretary setting forth (a) the rights, powers, titles, easements, estates, duties and obligations being assigned; (b) the name of the corporation, municipal or private, to which they are being assigned; (c) a description or designation of the part of The Property upon which such assignment is intended to be operative, which description or designation may refer to or appear upon a map to be filed with the said certificate; (Notice and Hearing Upon Proposed Transfer) (d) that a resolution authorizing such assignment was duly adopted at a duly held regular or special meeting of the Trustees of The Radburn Association after a public hearing thereon, notice of which, at least twenty days in advance of such hearing, has been given by publication in a newspaper of general circulation in the vicinity of The Property and in writing to each owner of record of premises subject to the charge created by Article Five hereof; (Effect of Protest of Property Owners) (e) that no protest against the proposed assignment has been filed with the Radburn Association at or before the time of such hearing signed by the owners of twenty per cent or more of the area of The Property subject to the charge; or that if such protest has been filed such resolution has been adopted by the affirmative vote of not less than seven of the Trustees of The Radburn Association at a meeting held not less than

thirty days after such hearing upon at least fifteen days notice published as aforesaid; and that no protest has been filed with The Radburn Association at or before such meeting signed by the owners of more than fifty per cent of the area of The Property subject to the charge; (II) by the corporation or association, municipal or private, to which the assignment is being made stating that such assignee consents to the acceptance of the powers, titles, easements, estates, duties and obligations being assigned and agrees to assume and carry out and perform the same.

Upon the filing with the proper recording officer of such instrument, such assignee shall thereupon have to the extent of such assignment the same rights, powers, titles, easements and estates and be subject to the same obligations and duties as are herein given to and assumed by The Radburn Association, and The Radburn Association shall thereupon to the extent of such assignment be released from further liability hereunder.

If the certificate of incorporation of The Radburn Association shall be amended so as to provide for a number of Trustees other than nine, the proportion of Trustees whose affirmative vote shall be required pursuant to Section 2 (e) of this Article shall be not less than sevenninths of the whole number.

IN WITNESS WHEREOF, City Housing Corporation and The Radburn Association have caused this Declaration to be signed by their duly authorized officers and their seals to be hereunto affixed and attested by their duly authorized officers, as of March 1 5th, 1 929.

(Corporate Seal)
Attest:
Elizabeth G. Brooks
Assistant Secretary

CITY HOUSING CORPORATION
by Alexander M. Bing
President

(Corporate Seal)
Attest:
Charles S. Ascher
Secretary

THE RADBURN ASSOCIATION
by Louis Brownlow
Vice-President

(Corporate acknowledgements of City Housing Corporation and The Radburn Association annexed to the original.) Original endorsed: "RECEIVED in the office of the Clerk of Bergen County, New Jersey, on the 8 day of April A.D. 1929, at 10:17 o'clock A. M. and recorded in Book 1643 at pages 177, etc. of DEEDS.

James W. Mercer
County Clerk."