

WITNESSETH:

WHEREAS, Declarants, LISA MITCHELL and EARL MITCHELL are the owners of real property located on Tuckahoe Road and being shown on the Official Tax Map of the Township of Franklin as Block 6002, Lot 3, which property is the subject of an application for preliminary and final site plan approval by the Township of Franklin Planning Board (hereinafter referred to as "Board"); and

WHEREAS, said application has been approved subject to conditions set forth in detail by a resolution of said Board; and

WHEREAS, Declarants propose to provide drainage on said property in accordance with the plans submitted to the Board and maintenance and inspection schedule attached hereto as Schedule A; and

WHEREAS, the Franklin Township Developmental Ordinances require that Declarants provide a ten (10) year inspection and maintenance program as part of any application for development;

NOW, THEREFORE, in consideration of the benefits accruing to the Declarants and to the public and One Dollar (\$1.00), Declarants declare that the real property described herein shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, charges, assessments, obligations, and liens hereinafter set forth.

FIRST: Declarants covenants for itself, its successors and assigns, that they shall maintain the drainage system planned for this property to ensure that it will function effectively, containing drainage on the property, in accordance with the plans approved by the Board April 4, 2000 and Schedule A attached hereto, such maintenance to include regular inspections and cleaning and repair and replacement of any and all structures and other items as may be necessary, for a period of ten (10) years. Said ten year period shall commence at the time of the release of performance guarantee of the project by the Township.

EXPEDITE

SECOND: The covenants and restrictions set forth in this Declaration shall run with and bind all of the land described herein and shall insure to the benefit of and be enforceable by the Township, or its successors in interest. Responsibility for maintenance as set forth herein shall not be personal to the Declarants as named herein but shall run with the land and be the obligation of any subsequent owner and/or use of the land or any part thereof. In the event of any sale or other conveyance or transfer of Declarants' interest in the land, it shall be deemed and construed without further agreement between the parties and the Transferee at any such sale or conveyance, or transfer that the Transferee has assumed and agreed to carry out any and all covenants and obligations of Declarants hereunder, including without limitation, obligations for all defaults and claims (if any) arising prior to the date of such transfer. Any deed or conveyance of the land shall be virtue of the recording of this Declaration be deemed to contain a provision respecting the maintenance and inspection of said drainage system as provided herein.

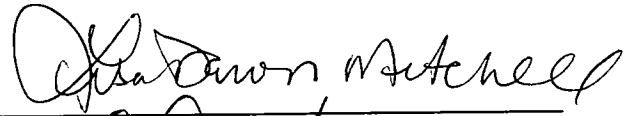
THIRD: The within Declaration is intended to be executed in recordable form and the Declarants shall cause same to be recorded in the Office of the Clerk of the County of Gloucester. Declarants shall promptly submit to the Planning Board Administrator and Board Secretary an executed copy of the Declaration.

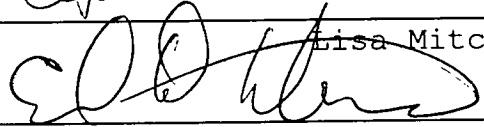
FOURTH: No certification of completion or compliance by the Township Engineer shall be deemed or construed to release Declarants, their successors in interest or assigns, from the obligations to maintain any drainage systems construed in accordance with the plans described herein.

FIFTH: Enforcement of the covenants and restrictions shall be by any appropriate proceeding in law or in equity, and in addition, the Township of Franklin shall be entitled to enter on the property to inspect, clean, or repair any part of the drainage system and to charge the cost of such inspection, cleaning or repair to the Declarants or their successors, but only upon the giving of advance written notice to Declarants and the extension of ten (10) calendar days to cure any claimed default. Such costs shall be a lien upon the land described herein.

SIXTH: Any notice required to be sent to Declarants shall be deemed to have been properly sent and notice thereby given when mailed by certified mail postage prepaid to Declarants or their successors in interest at the last known post office address shown on the municipal tax records for the real property described herein.

SEVENTH: Should any covenant or restriction contained herein be declared void, invalid, illegal or unenforceable for any reasons by any court of competent jurisdiction, such judgement shall not affect the remaining provisions hereof which shall remain in full force and effect.



Lisa Mitchell


Earl Mitchell

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER SS:

I Certify that on November 8, ~~1999~~ ²⁰⁰¹

Lisa Mitchell and Earl Mitchell personally came before me and acknowledged under oath, to my satisfaction, that this person (of if more than one, each person):

- (a) is named in and personally signed this document.
- (b) signed, sealed and delivered this document as his or her act and deed.; and



(Print Name and Title of Notary Public below signature)

CAROLYN B. DARE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 25, 2004

SCHEDULE "A"

PINELANDS MAINTENANCE AND INSPECTION PROGRAM

Owner/Applicant

Lisa and Earl Mitchell
1705 Crowfoot
Williamstown, NJ 08094
Phone: 856/863-2171

Responsibility

It shall be the responsibility of the current applicant/owner to maintain and inspect the proposed stormwater basins this responsibility shall be transferred to subsequent property owners at the time of property title conveyance. Responsibility for the maintenance and inspection of the stormwater basins shall be clarified in the property deeds.

I. Basin Maintenance

In order to ensure that all retention and detention basins function properly, a maintenance program must be followed. The following are the minimum requirements for the maintenance of all basins.

1. Annual visual inspection of outlet structures and basins.
 - a. Inspection of outlet structures to include checking for obstructions of outfall pipes and the accumulation of silts and sediments.
 - b. Inspection of basins to include the removal of debris and accumulated particles such as silts and sediments.
2. Mowing of grass is required regularly to ensure the aesthetic quality of the site. all clippings shall be raked and bagged to avoid thatch buildup.
3. Fertilizing and liming: Bi-Annually
Fertilize with 10-20-10 at a rate of 11 lbs./1000 SF
Lime with pulverizer dolomite limestone at a rate of 90 lbs./1000 SF

II. Long-Term Maintenance (7 years or more)

In order to ensure proper function of all basins, every 7 years, each basin bottom shall be scarified to a depth of 4" to remove sediments and silts. Then 4" of topsoil must be added and reseeded.

SCHEDULE "A"

A 10-Year inspection/maintenance program shall consist of the following:

- Annual visual inspection of outlet structures and basins.
- Mowing of the grass regularly to ensure the aesthetic quality of the site.
- Fertilizing and liming bi-annually.
- Every seven (7) years, each basin shall be scarified to a depth of 4" to remove sediments and silts.

A performance bond in the form of a four (4) year maintenance guarantee shall be required to ensure proper maintenance of the proposed basins. This maintenance guarantee shall include all costs associated with proper maintenance of the basin. A four (4) year inspection maintenance program shall consist of the following:

- Annual visual inspection of outlet structures and basins.
- Mowing of the grass regularly to ensure the aesthetic quality of the site.
- Fertilizing and liming bi-annually.

The amount of the guarantee shall be determined by the Township of Franklin.