

This Indenture,

Made the 26th day of September, in the year of our Lord
One Thousand Nine Hundred and Sixty
Between MARCELLO J. MANGANELLI, JR. and GENEVIEVE MANGANELLI,
his wife.

of the Borough of Point Pleasant in the County
of Ocean and State of New Jersey
party of the first part:
And

HARMONY MOTOR SALES CORPORATION, a corporation of
New Jersey

party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of

ONE (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION

lawful money of the United States of America,

to them in hand well and truly paid by the said
party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is
hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and
paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and
by these presents do give, grant bargain, sell, alien, release, enfeoff, convey and confirm unto the
said party of the second part, and to its successors and assigns, forever, All that
certain lot, tract or parcel of land and premises, hereinafter particularly
described, situate, lying and being in the Township of Brick
in the County of Ocean and State of New Jersey.

Beginning at a point at the intersection of the southwesterly
line of Forge Pond Road (50' wide) with the northwesterly line of
State Highway Route No. 70 (120' wide) and running thence (1) along
the southwesterly line of Forge Pond Road, north fifty degrees
twenty-three minutes thirty seconds west, one hundred fifty feet to
a point; thence (2) south forty-six degrees twenty-seven minutes ten
seconds west, one hundred forty-nine and ninety-six hundredths feet
to a point; thence (3) south fifty degrees twenty-three minutes
thirty seconds east, one hundred fifty feet to a point in the north-
westerly line of State Highway No. 70; thence (4) northeasterly along
the same, following the arc of a circle with a radius of one thousand
eight hundred fifty and eight hundredths feet curving to the left
a distance of one hundred fifty feet to the point and place of
beginning.

Being the same property conveyed by Wilbur S. Havens and Edna
M. Havens, his wife, to Marcello J. Manganelli, Jr., by deed dated
April 20, 1959 and recorded in the Ocean County Clerk's Office in
Book 1971 of Deeds, Page 471.

Genevieve Manganelli, the wife of Marcello J. Manganelli, Jr. joins in the making of this deed with the knowledge and consent of releasing her dower interest and any other such interest which she may or will in the future have.

* Subject to encumbrances of record this date

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the above described premises, and every part and parcel thereof, with the appurtenances To have and to hold, all and singular, the above mentioned premises, together with the appurtenances, unto the said party of the second part, its successors and assigns, to its own proper use, benefit and behoof forever.

And the said Marcello J. Manganelli, Jr. and Genevieve Manganelli heirs, executors and administrators, do covenant, grant and agree to and with the said party of the second part, its successors and assigns, that the said Marcello J. Manganelli, Jr. and Genevieve Manganelli at the time of the sealing and delivery of these presents, have lawfully seized ~~the~~

of a good, absolute, and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted, bargained and described premises, with the appurtenances and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid

And that the said party of the second part, its successors and assigns, shall and may at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance of the said party of the first part, their heirs or assigns, or of any other person or persons lawfully claiming or to claim the same.

And that the same now are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature and kind soever *

And also, that the said party of the first part, and their heirs, and all and every other person or persons whomsoever, lawfully or equitably deriving any estate, right, title or interest of, in or to the hereinbefore granted premises, by, from, or in trust for them, shall and will at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said party of the second part, its successors and assigns, make, do, and execute, or cause or procure to be made done or executed, all and every such further and other lawful and reasonable acts, conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part, its successors and assigns forever, as by the said party of the second part, its successors or assigns, or counsel learned in the law, shall be reasonably advised or required.

And the said Marcello J. Manganelli, Jr. and Genevieve Manganelli, their heirs, the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said party of the second part, its successors and assigns, against the said party of the first part, and their heirs, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever Defend.

In Witness Whereof, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

Paul Olsen

Marcello J. Manganelli, Jr. (L.S.)
Marcello J. Manganelli, Jr.

Genevieve Manganelli (L.S.)
Genevieve Manganelli

State of New Jersey,
County of OCEAN

BOOK 2101 PAGE 237

Be it Remembered, That on this 26th day of September in the year of Our Lord One Thousand Nine Hundred and Sixty the subscriber,

before me,

personally appeared Marcello J. Manganelli, Jr. and Genevieve Manganelli, his wife,

who, I am satisfied, are the grantors mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Paul D. B.

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 2, 1967

1966

Deed

MARCELLO J. MANGANELLI, JR. and
GENEVIEVE MANGANELLI, his wife

TO

HARMONY MOTOR SALES CORPORATION

1302 Shuman Ave.
Pt. B. J. Manganelli

Dated, 1966

Recorded in the
Office of
the County of
the day of
1966
at O'clock in the
A.M.
noon
and Recorded in Book
of DEEDS
for said County on page

RECORDED
OCEAN COUNTY CLERK'S
OFFICE

10 PM 12 04

CLERK

POSTER
COUNSELLOR AT LAW
NEW JERSEY

Photostated
Micro-filmed
Indexed
Abstracted

This Indenture, MADE THE

— 22nd — day of October, — — — — in the year
of our Lord one thousand nine hundred and sixty, — — — —

Between — ALBERT T. CHAPMAN and ELIZABETH M. CHAPMAN, his wife, of
the Borough of Seaside Park in the County of Ocean and State of — —
New Jersey, parties — — — —

of the first part, and AGNES CATHERINE RICCI, residing at 29 Webster Avenue
in the Borough of Seaside Heights in the County of Ocean and State of
New Jersey, party — — — —

of the second part:

Witnesseth, That the said party of the first part, for and in consideration of
the sum of One Dollar (\$1.00) and other valuable considerations, — — —

lawful money of the United States of America — — — —

— — — — well and truly paid by the said
party of the second part to the said party of the first part, at and before the en-
sealing and delivery of these presents, the receipt whereof is hereby acknowledged,
have — — — — granted, bargained, sold, aliened, enfeoffed, released, conveyed
and confirmed, and by these presents do — — grant, bargain, sell, alien, enfeoff,
release, convey and confirm, unto the said party of the second part, and to her —
heirs and assigns, ALL that certain lot, tract or parcel of land and
premises, hereinafter particularly describes, situate, lying and
being in the Borough of Seaside Park in the County of Ocean and State
of New Jersey:

BEGINNING at a point in the Northerly side line of "M" Street,
One Hundred Twenty-five (125) feet Westwardly from the Northwest
corner of Central Avenue and "M" Street; thence (1) Northwardly and
parallel with Central Avenue One Hundred feet to a corner; thence
(2) Westwardly and parallel with "M" Street Twenty-five feet to a
corner; thence (3) Southwardly and parallel with Central Avenue
One Hundred feet to a corner; thence (4) Eastwardly along said
Northerly side line of "M" Street Twenty-five feet to the place of
BEGINNING.

BEING known as Lot 24, Block 55, "M" Street, on the Borough Tax
Map.

BEING the same premises conveyed to Albert T. Chapman and — —
Elizabeth M. Chapman, his wife, by deed of Archie R. Mitchel and
Florence Mitchel, his wife, dated February 21, 1956, and recorded
in the Office of the Clerk of the County of Ocean in Book 1705 of
Deeds for said County, on pages 473 &c.

This conveyance is made subject to the lien of an existing mort-
gage thereon as the same appears of record.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues, and the profits thereof, and of every part and parcel thereof:

And also, all the estate, right, title, interest, property, possession, claim, and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances:

To have and to hold the said premises, with all and singular the appurtenances, unto the said party of the second part, her - heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, and her - heirs and assigns forever.

AND the said parties of the first part, for themselves and for their

- - - - heirs, executors and administrators do - - - by these presents covenant, grant and agree to and with the said party of the second part, and her - heirs and assigns, that they, - the said parties of the first part, and their - - heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended to be so, with the appurtenances unto the said party of the second part, and to her - heirs and assigns, against them, - - the said parties of the first part, - - - - - and their - - - - - heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, - - - - -

SHALL and WILL - - - - - WARRANT and forever DEFEND.

In Witness Whereof, the said parties - of the first part to these presents have - - hereunto set their - - hands and seals dated the day and year first above written.

SIGNED, SEALED AND DELIVERED }
IN THE PRESENCE OF }

Russell C. Conover
Russell C. Conover.

Albert T. Chapman (LS)
Albert T. Chapman.

Elizabeth M. Chapman (LS)
Elizabeth M. Chapman.

STATE OF NEW JERSEY,
COUNTY OF OCEAN.

ss.

Be it Remembered, that on this 7th day of October,
in the year of our Lord one thousand nine hundred and sixty,
before me, the subscriber, a Master of the Superior Court of New Jersey,

personally appeared Albert T. Chapman and Elizabeth M. Chapman, his wife,

who, I am satisfied are the grantors mentioned in the above deed or convey-
ance and acknowledged that they signed, sealed and delivered the same as
their act and deed. All of which is hereby certified.

Russell G. Conover
Russell G. Conover, a Master
of the Superior Court of New Jersey.

DEED-PLAIN WARRANTY (20) 9-10-60

19891

Deed

ALBERT T. CHAPMAN,
et ux,

AGNES CATHERINE BIGGI.

Dated October, 1960

Received in the
office of the County of
on the day of
A. D. 19 at o'clock in
the noon, and recorded in Book
of DEEDS
for said County, on page

Russell G. Conover,
Counsellor at Law,
122 Ninth Avenue,
Seaside Park, N. J.

450

RECORDED
OCEAN COUNTY CLERK'S
OFFICE

1960 OCT 10 PM 1 07

BOOK 2101 PAGE 240
OF
Clerk's Office

Photostated
Micro-filmed
Indexed
Abstracted

2623 PAGE 274

This Indenture,

Made the 9th day of SEPTEMBER 1966

Between

WILLIAM L. DOHAN AND MARGARET DOHAN, HIS WIFE

residing at
in the

HORSESHIRE LANE, DOWNINGTON
of
and State of PENNSYLVANIA

in the County of
herein designated as the Grantors,

And

ROBERT G. CLINEMAN AND PATRICIA A. CLINEMAN, HIS WIFE

residing or located at
in the

TOWNSHIP

ROUTE 9, WARETOWN
of OCEAN
and State of NEW JERSEY

in the County of
herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of

-----ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS-----

Amount of
Doc. Rev.
Stamps

lawful money of the United States of America, to the Grantors in hand well and truly paid by the Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and convey unto the Grantees forever,

ALL THAT tract or parcel of land and premises, situate, lying and being in the TOWNSHIP of OCEAN in the County of OCEAN and State of New Jersey, more particularly described as follows:

DESIGNATED AS LOTS 773, 804, 805 AND THE WESTERLY 1/2 OF 806 AND LAID DOWN ON MAP ENTITLED "MAP OF HIGHWAY, SECTION OF INDIANOLA, OCEAN TOWNSHIP, OCEAN COUNTY, NEW JERSEY, MADE APRIL 29, 1927", FILED IN THE OFFICE OF THE CLERK OF OCEAN COUNTY ON JUNE 8, 1927 AS MAP NO. B-309.

BEING THE SAME PREMISES CONVEYED TO WILLIAM L. DOHAN, SINGLE BY DEED FROM INDIAN SURF BEACH, DATED AUGUST 16, 1960, RECORDED AUGUST 26, 1960 IN BOOK 2091 PAGE 167, THE SAID WILLIAM L. DOHAN HAVING SUBSEQUENTLY MARRIED MARGARET DOHAN, WHO JOINS WITH HIM AS GRANTOR HEREIN.

SUBJECT TO RESTRICTIONS OF RECORD.

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of

William L. Dohan (L.S.)
WILLIAM L. DOHAN

Margaret Dohan (L.S.)
MARGARET DOHAN



State of New Jersey,
County of OCEAN

ss.:

We do Remembered, that on this 9th day of SEPTEMBER 19 66, before me,
the subscriber, A NOTARY PUBLIC OF NEW JERSEY

personally appeared WILLIAM L. DOHAN AND MARGARET DOHAN, HIS WIFE

who, I am satisfied, ARE the person named in and who executed the within Instrument, and thereupon THEY acknowledged that THEY signed, sealed and delivered the same as THEIR act and deed, for the uses and purposes therein expressed.



Rocco F. Denice
Rocco F. Denice, Notary Public
Commission Expires: Aug. 29, 1967

RECORDED
OCEAN COUNTY CLERK'S
OFFICE

1966 SEP 9 PM 2 16

BOOK 2323 PAGE 274
OF deeds CLERK
Edward A. Burge

Indexed
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Read

WILLIAM L. DOHAN AND MARGARET
DOHAN, HIS WIFE

TO

ROBERT G. CLINEMAN AND PATRICIA
A. CLINEMAN HIS WIFE

Dated SEPTEMBER 9 1966

HAROLD KAPLAN
ATTORNEY AT LAW
1660 LEXINGTON AVENUE
LAKEWOOD, NEW JERSEY

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CERTIFIED COPY



BOOK 2323 PAGE 277

This Indenture, Made the **Twenty-fifth** day of **August**,

in the year of our Lord One Thousand Nine Hundred and **Sixty-six**,

Between **SUNRISE BEACH, INC.**,

a corporation duly organized and existing under and by virtue of the laws of the State of **New Jersey**, having its principal office in the **Village** of **Toms River**, in the County of **Ocean** and State of **New Jersey**,
party of the first part;

And **WALTER P. SCHUBERT** and **CHRISTEL SCHUBERT**, his wife,
residing at **106 Burnside Avenue**,

in the **Township** of **Cranford**, in the County of **Union** and State of **New Jersey**,
party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of
ONE DOLLAR (\$1.00) and other good and valuable considerations,

lawful money of the United States of America, to the Corporation aforesaid well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed, and confirmed, and by these presents does give, grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm to the said party of the second part, and to

their heirs and assigns, forever **All** that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the **Township** of **Lacey**, in the County of **Ocean** and State of **New Jersey**,

Being known as **Lot No. 7** in **Block "F"**; on a map entitled **"Map of Sunrise Beach, Second Lagoon Section, Lacey Township, Ocean County, New Jersey"**, which map is dated **April 1957** and is on file in the **Ocean County Clerk's Office** as **File G-258**.

Being a part of the same premises conveyed to **Sunrise Beach, Inc.** by deed from **Louis Bullinger**, single, dated **May 19, 1955** and recorded **May 25, 1955** in **Deed Book 1638, Page 278**.

This conveyance includes the privilege in favor of the purchasers to use the recreational area and beach for the purpose of bathing and other recreational purposes, provided that this privilege shall be effective only during such time as the purchasers shall be members in good standing of the **Sunrise Beach Club** and shall abide by the by-laws, rules and regulations of said Club.

This conveyance is also made subject to restrictive covenants, easements, and utility grants of record, if any, and the effect of local zoning ordinances and municipal rules and regulations.

RESTRICTIONS

CLUB - All property owners in this development are required to be members of a property owners association known or to be known as "SUNRISE BEACH CLUB" or similar name and to faithfully abide by its rules. No sale, resale, or rental of any property in Sunrise Beach shall be made to any person or group of persons who are, have been or would be disapproved for membership by the said Club.

Being a private club, the SUNRISE BEACH CLUB shall make such rules as it deems necessary pertaining to the persons eligible for membership, and any other rules and regulations it chooses.

The SUNRISE BEACH CLUB shall each year collect from its bona fide lot owners or lot lessees the sum of ten dollars (\$10.00) per lot owned or leased by each member.

The total yearly collections thus made are to be paid to the beach owners as yearly consideration and payment for use of said bathing beach and recreational area leased to the SUNRISE BEACH CLUB.

The use of the bathing beaches and recreational areas designated, or to be designated, on the plan of Sunrise Beach are for the exclusive use of members in good standing of the SUNRISE BEACH CLUB, and/or guests, and/or tenants of such members.

The SUNRISE BEACH CLUB shall lease on long term the bathing beaches and recreational areas designated on the plan of Sunrise Beach from the owners of the said beaches and recreational areas.

BUILDING RESTRICTIONS - (1) Not more than a single one-family dwelling shall be erected, placed or maintained upon any building lot as numbered on the map entitled "Map of SUNRISE BEACH, 2nd Lagoon Section", Forked River, Lacey Township, Ocean County, New Jersey. No lot owner shall subdivide any lot or part thereof without permission in writing by SUNRISE BEACH, INC. or by a representative designated by it. No building shall be placed upon any parcel of ground which has an area of less than 7,600 square feet unless such parcel is numbered lot upon the aforesaid map.

(2) No residential structure shall be erected which has a minimum ground floor area of less than 616 square feet exclusive of porches, breezeways and garage. No building of any kind, and no sign or fence of any kind, and no dock, pier, piling, bulkhead or other mooring device of any kind shall be erected, placed or altered upon or adjacent to any building lot until the building plans, specifications and plot plans showing the proposed location of such structure shall have been approved in writing by SUNRISE BEACH, INC. or by a representative designated by it. SUNRISE BEACH, INC. reserves the right to itself and its successors to inspect any such structure during the course of construction to see that the work conforms to the plans and specifications. The exterior of any such structure shall be completed within a period of one year from the date that construction is commenced, and any uncompleted structure at the end of that period shall be deemed a violation of these restrictions and shall be treated as such.

(3) No residential structure or garage attached to such structure shall be located upon any building lot nearer than 25 feet to any street line, nor nearer than 10 feet to any side lot line, and no such structure shall be located nearer than 20 feet to the rear lot line or to the mean high water line of any lagoon or of Barnegat Bay or its tributaries. No garage, other than an attached garage, shall be located nearer than 25 feet to any side street line, nor nearer than 10 feet to any side lot line, and no such garage shall be located nearer than 70 feet to the front street line, nor nearer than 5 feet to the rear lot line, provided that no such garage shall be located upon any lagoon lot or waterfront lot nearer than 50 feet to the front street line, nor nearer than 20 feet to the mean high water line of any lagoon or of Barnegat Bay or its tributaries.

(4) No dock, pier, piling, bulkhead or other mooring device of any kind shall be erected, placed or maintained which shall extend more than a feet past that property line of any lot abutting a lagoon. All boats must be docked broadside to said mooring device. Not more than two power boats or sail boats and not more than two row boats or canoes shall be docked adjacent to any lagoon lot or waterfront lot.

(5) It is expressly understood and agreed that all lagoons shown on the aforesaid map shall forever remain open for the mutual benefit and use of all persons, their heirs, executors, administrators, successors and assigns who may be the owner or owners of any lots abutting said lagoons as shown on the aforesaid map, and who shall have an easement thereover for ingress and egress to and from the waters of Barnegat Bay.

(6) No business, factory, farm, fishery or establishment whatsoever other than a private residence shall be erected or maintained upon any building lot or portion thereof except those lots expressly marked on the aforesaid map as "Reserved for Business and/or Beach".

(7) No trailer, basement, tent or garage or other outbuilding erected upon any lot shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No outside toilets shall be permitted, but all sewage shall be disposed of through proper sanitary facilities connected to a septic tank and disposal field of proper design, and no sewage or other waste of any kind shall be permitted to enter any lagoon or other waterway.

(8) No horses, cows, pigs, goats, sheep, livestock, fowl, poultry or other animals except dogs and cats shall be allowed to be kept upon the premises. The keeping of dogs and cats shall be limited to those kept exclusively as household pets.

(9) That portion of the land upon which no buildings are erected shall be kept reasonably clean, free of trash, junk, foodstuffs, garbage and other articles detrimental to the general neat appearance of the neighborhood. It is the intention of SUNRISE BEACH, INC. to make it mandatory that each property owner does not permit his buildings or grounds surrounding the same to become shabby, unpainted or in a state of disrepair that would injure the general neat, well painted appearance of the neighborhood.

(10) Nothing herein contained shall be construed to prevent SUNRISE BEACH INC. or its developers from establishing model homes, storage sheds, work shops, construction sheds and areas used to park machinery used in the development of the remaining lands owned by SUNRISE BEACH, INC. in locations chosen by SUNRISE BEACH, INC. so to do.

(11) SUNRISE BEACH, INC., its successors and assigns reserves the sole right to grant franchises and consents for the location of any public utility in and over any of the streets shown on the aforesaid map, including the right to lay water and gas mains and conduits for the transmission of electric power and telephone and for all other purposes, in, on and under said streets.

(12) The foregoing restrictive covenants shall apply only to said Map of Sunrise Beach, 2nd Lagoon Section, Forked River, Lacey Township, Ocean County, New Jersey.

(13) These covenants are to run with the land and shall be binding on all parties claiming under them until January 1, 2000, at which time said covenants shall automatically extend for an additional period of 50 years, unless by vote of the majority of the members of the Sunrise Beach Club it is agreed to change said covenants either in whole or in part.

(14) In the event that any of the restrictions herein set forth are ever held to be unconstitutional by a decree of any court or act of legislature, such decree or act shall in no way affect the remaining restrictions herein set forth, and they shall remain in force and effect.

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with appurtenances to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and the profits thereof, and of every part and parcel thereof;

And Also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the above described premises, and every part and parcel thereof, with the appurtenances.

To Have and to Hold all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, their heirs and assigns, to the proper use, benefit and behoof of the said party of the second part, their heirs and assigns forever.

And the said **SUNRISE BEACH, INC.,**

for itself, its successors in office or assigns does covenant, grant and agree, to and with the said party of the second part, their heirs and assigns, that the said **SUNRISE BEACH, INC.,**

and delivery of these presents, was lawfully seized in its own right of a good, absolute, and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted, bargained and described premises, with the appurtenances there unto appertaining and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid.

And Also that the said party of the second part, their heirs and assigns, shall and may at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance of the said party of the first part, its successors in office or assigns, or of any other person or persons lawfully claiming or to claim the same.

And that the same now are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances of what nature and kind soever, except as aforesaid.

And Also that the said party of the first part and its successors in office or assigns, and all and every other person or persons whomsoever, lawfully or equitably deriving any estate, right, title or interest, of, in or to the hereinbefore granted premises, by, from, under or in trust for it or them, shall and will at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said party of the second part, their heirs and assigns, make, do and execute, or cause or procure to be made, done or executed, all and every such further and other lawful and reasonable acts, conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted, in and to the said party of the second part, their heirs and assigns forever, as by the said party of the second part, their heirs and assigns, or their counsel learned in the law, shall be reasonably advised or required,

And the said **SUNRISE BEACH, INC.,** its successors in office or assigns, the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said party of the second part, their heirs and assigns, against the said party of the first part, and its successors in office or assigns, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

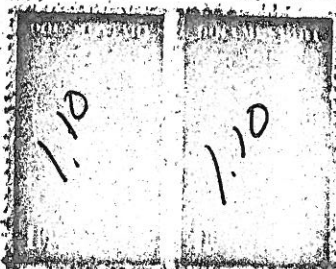
In Witness Whereof, the said party of the first part hath caused its corporate Seal to be hereto affixed and attested by its Secretary, and these presents to be signed by its President, this Twenty-fifth day of August, 19 66.

Attest:



STATE — WIDE SEARCH
AND ABSTRACT COMPANY
121 Washington St. Tomp River, N. J.

By... *Walter F. Kelly, Sr.* President.



State of New Jersey,
County of OCEAN

Be it Remembered, that on this Twenty-fifth day of August, One Thousand Nine Hundred and Sixty-six, before me, the subscriber, A Notary Public of New Jersey, personally appeared ALVIN R. WAGNER, who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Secretary of the SUNRISE BEACH, INC., the Grantor named in the within Instrument: is the

that WALTER F. KELLY, SR. President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the board of directors of the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Subscribed to and subscribed before me, at FORKED RIVER, NEW JERSEY, the date aforesaid.

Alvin R. Wagner
Alvin R. Wagner

Elizabeth Haas

J. E. WAGNER, PUBLIC OF NEW JERSEY
My Commission Expires May 31, 1971

23101

DEED

SUNRISE BEACH, INC., a New Jersey Corporation
TO
WALTER F. & CRISTEL SCHUBERT
106 Burnside Ave.,
Cranford, N.J.

DATED August 25, 1966

Received in the Office of
the County of N. J.,
on the day of

A. D., 1966, at
noon and Recorded in Book
of DEEDS for said
County, on page

10-2

277-278

Photostated
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RECORDED
OCEAN COUNTY CLERK'S
OFFICE

BOOK 3422 PAGE 196

This Deed, made the 29th day of October, 1974,

Between

WILLIAM J. AHEARN, JR. and MARGARET B. AHEARN, his wife,

COUNTY OF OCEAN	
CONSIDERATION	67,500.00
REALTY TRANSFER FEE	67.50
DATE	11-1-74 BY M.C.

residing at 20 Afterglow Avenue
in the Town of Montclair
Essex and State of New Jersey, herein designated as the Grantors,
And

HARRY E. DERR, JR. and MIRIAM M. DERR, his wife,

about to be
residing or located at 311 Brigantine Lane, Mantoloking Shores
in the Township of Brick
Ocean and State of New Jersey, herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of the sum of \$67,500.00

lawful money of the United States of America, to the Grantors in hand well and truly paid by the
Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowl-
edged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and
convey unto the Grantees forever,

All that tract or parcel of land and premises, situate, lying and being in the
Township of Brick
County of Ocean and State of New Jersey, more particularly described as follows:

BEING Lot No. 6 in Block 44E12 on "Plan of Section 3,
Mantoloking Shores, made by Morris and Glasgow, Inc.

BEGINNING at a point in the southerly line of Brigantine Lane
at the northwesterly corner of Lot No. 5 which point is distant
468.17 feet westerly from the point of intersection of said southerly
line with the westerly line of Tide Pond Road and running thence (1)
along the southerly line of Brigantine Lane, north 78 degrees 28
minutes west, 94 feet to a point; thence (2) south 11 degrees 32
minutes west, 80 feet to a point in the northerly line of a lagoon
tributary of Barnegat Bay; thence (3) along said northerly line,
south 78 degrees 28 minutes east, 94 feet to a point; thence (4)
north 11 degrees 32 minutes east, 80 feet to the point and place of
BEGINNING.

BEING commonly known as 311 Brigantine Lane.

BEING the same premises conveyed to the Grantors herein by deed
from Emil Wuest and Gertrude Wuest, his wife, dated May 9, 1968, and
recorded May 15, 1968, in the Ocean County Clerk's Office in Book
2789 of Deeds for said County, page 497.

RECORDED
OCEAN COUNTY CLERK'S
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BOOK 3422 PAGE 196
OF DEEDS OCEAN
COUNTY N.J.

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BOOK 3422 PAGE 192

This Deed, made the 4th day of October 19 74 ,

Between HOWARD G. RIENECKER and BARBARA A. RIENECKER, his wife

residing at 113 Meadow Point Road
in the Borough of Point Pleasant in the County of
Ocean and State of New Jersey herein designated as the Grantors,
And JOSEPH FARELLA and KIM FARELLA, his wife

COUNTY OF OCEAN
CONSIDERATION 28,000.00
REALTY TRANSFER FEE 28.00
DATE 11-1-74 BY MC

residing or located at 464 Mantoloking Road
in the Township of Brick in the County of
Ocean and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of

TWENTY EIGHT THOUSAND DOLLARS (\$28,000.00)

lawful money of the United States of America, to the Grantors in hand well and truly paid by the
Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowl-
edged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and
convey unto the Grantees forever,

All that tract or parcel of land and premises, situate, lying and being in the
Township of Brick in the
County of Ocean and State of New Jersey, more particularly described as follows:

BEGINNING thirteen links on a course North forty degrees forty five
minutes West from the southwesterly corner of Abram O. S. Havens
dwelling house where Adam Clayton formerly dwelt and on the north-
westerly side of the Main Road running northeasterly and southwest-
erly through Burrsville, now Laurelton; thence

- 1) North fifty four degrees twenty minutes West nine chains; thence
- 2) South fifty five degrees fifteen minutes West seven chains more
or less to the southwest line of a tract formerly belonging to Richard
S. Burr as was conveyed to him by Nathan Atkinson and wife, Barzilla
Burr and wife, dated the 11th day of March 1828; thence
- 3) Down the pond by the southwest line south forty three degrees
ten minutes East till it intersects with a line that bears North
seventy one degrees fifty minutes West from a stone standing about
a chain from the above highway on the northwesterly side thereon and
on the southerly side of a small gully that runs to the easterly side
of the mill pond; thence
- 4) From the said stone south forty five degrees East one chain
seventy nine links to Abram O. S. Havens line, North thirty five
degrees fifty minutes East along said line seven chains and fifty
six links to the place of beginning. Containing seven acres and
twenty hundredths of an acre, more or less.

EXCEPTING thereout and therefrom the following:

ALL that certain tract or parcel known and designated as Lot 4 on
map entitled "Final Subdivision Plan, Lot 1, Block 853," Brick Town-
ship, Ocean County, New Jersey dated January 9, 1973, Scale 1" =
60 feet, revised February 9, 1973, prepared by Morris & Glasgow, Inc.
and filed in the Ocean County Clerk's Office on May 4, 1973, in case
B-671.

BEGINNING at a point in the Southerly line of Forge Pond Road at the
Northeasterly corner of Lot 4 which point is distant 317.62 feet North
50 degrees 23 minutes 30 seconds West from the intersection of the
Southerly line of Forge Pond Road with the Westerly right of way line
of State Highway Route 70 and running from said beginning point; thence

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page 7

- 1) South 39 degrees 36 minutes 30 seconds West 195 feet more or less to the mean water line of the Metedeconk River; thence
- 2) returning to the same beginning point and running North 50 degrees 23 minutes 30 seconds west along the Southerly line of Forge Pond Road 77 feet to a point; thence
- 3) South 39 degrees 36 minutes 30 seconds West 227 feet more or less to said mean high water line; thence
- 4) Easterly along said mean high water line 85 feet more or less to the end of the first course.

ALSO, EXCEPTING thereout and therefrom the following:

All that certain tract or parcel known and designated as Lots 5, 6 and 7, on map entitled "Final Subdivision Plan, Lot 1, Block 853," Brick Township, Ocean County, New Jersey, dated January 9, 1973, Scale 1" = 60 feet, revised February 9, 1973, prepared by Morris and Glasgow, Inc., and filed in the Ocean County Clerk's Office on May 4, 1973 in case B-671.

Being a part of the same premises conveyed to Howard G. Rienecker and Barbara A. Rienecker, his wife, by Deed of Edna M. Havens, widow, dated April 26, 1972, and recorded May 8, 1972 in Deed Book 3206, page 712, in the Ocean County Clerk's Office.

THIS IS NOT A CERTIFIED COPY

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and first above written.

Signed, Sealed and Delivered
in the presence of

Ralph P. Shield
Ralph P. Shield
Attorney at Law of New Jersey

Howard G. Rienecker
HOWARD G. RIENECKER

Barbara A. Rienecker
BARBARA A. RIENECKER

State of New Jersey, County of Monmouth } ss.: Be it Remembered
that on October 4th 1974, before me, the subscriber, an Attorney
at Law of the State of New Jersey
personally appeared Howard G. Rienecker and Barbara A. Rienecker, his
wife

who, I am satisfied, are the persons named in and who executed the within instrument and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is \$ 28,000.00.

Prepared by:

Ralph P. Shield, Esq.

Ralph P. Shield
Ralph P. Shield
Attorney at Law of New Jersey

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HOWARD G. RIENECKER
and
BARBARA A. RIENECKER, his wife

TO
JOSEPH FARELLA
and
KIM FARELLA, his wife

Dated October 4 1974

AR
Ralph P. Shield
2679 Hwy 70
Manassas, VA 20108

1000 Cash

RECORDED
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OFFICE

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BOOK 3422 PAGE 195
OF 2000
CLERK
B. J. B. B. B.

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11-13-0307

CERTIFIED COPY

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Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

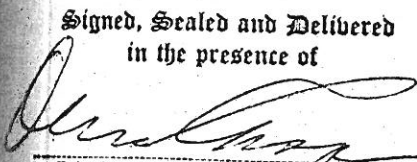
And the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

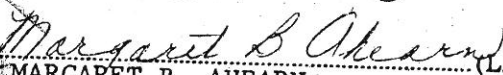
In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of



DAVID A. RAPPEPORT


WILLIAM J. AHEARN, JR. (L.S.)


MARGARET B. AHEARN (L.S.)

THIS IS NOT A COPY

State of New Jersey, County of ESSEX

that on October 29,
Law of New Jersey,
personally appeared

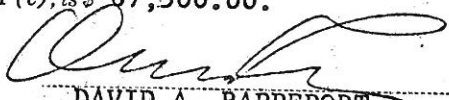
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} ss.: We it Remembered,
before me, the subscriber, an Attorney at

William J. Ahearn, Jr. and Margaret B. Ahearn, h/w

who, I am satisfied, are the persons named in and who executed the within Instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968; c. 49, Sec. 1 (c), is \$ 67,500.00.

Prepared by:
David A. Rappeport, Esq.


DAVID A. RAPPEPORT
An Attorney-at-Law of New Jersey