

210  
276

(U.S. STAMPS)  
( \$0.55 )  
( Aug 8, 1951 )

STATE OF NEW JERSEY. )  
COUNTY OF ESSEX )  
SS:

BE IT REMEMBERED, that on this  
day of August in the year of

One Thousand Nine Hundred and  
Jersey, personally appeared Dorothy Nowak and Theodore Nowak, her husband, who  
satisfied, are the Grantor mentioned in the within instrument, and to whom I  
known the contents thereof, and thereupon they acknowledged that they signed  
and delivered the same as their voluntary act and deed, for the uses and purposes  
therein expressed.

John Romanition  
JOHN ROMANITION  
A Master of the Superior Court  
9:31 A. M.  
SYLVESTER B. MATHIS, CLERK.

COMPARED Received and Recorded August 10, 1951  
By           

Matteo Chergona )  
to )  
Thomas LaRusso & wife )

THIS INDENTURE, made the ninth  
August in the year of our Lord  
Thousand Nine Hundred and fifty

BETWEEN MATTEO CHERGONA, Single, residing at 545  
Street in the town of Lyndhurst in the County of Bergen and State of New Jersey  
inafter referred to as the Grantor;

AND THOMAS LARUSSO and MILDRED LARUSSO, his wife,  
at 545 Freeman Street in the town of Lyndhurst in the County of Bergen and State of  
Jersey hereinafter referred to as the Grantee;

WITNESSETH, That the said grantor, for and in consideration  
of ONE (\$1.00) DOLLAR and other good and valuable considerations lawful money  
United States of America, to him in hand well and truly paid by the said Grantee  
before the signing and delivery of these presents, the receipt whereof is hereby  
nowledged, and the said grantor being therewith fully satisfied, contented and  
paid, has given, granted, bargained, sold, aliened, released, conveyed, confirmed  
and confirmed, and by these presents does give, grant, bargain, sell, alien,  
enfeoff, convey and confirm unto the said Grantee, and to themselves, their heirs,  
assigns, forever,

ALL that certain tract or parcel of land and premises  
hereinafter particularly described, situate, lying and being in the Township of  
in the County of Ocean and State of New Jersey

BEING known and designated as Lot No. One, Two, Three, Four, Five  
and Five (1, 2, 3, 4, 5) in Block No. Twenty-one (21) in Sub-division No. 1  
laid down on a certain map entitled Cedarwood Park, and filed in the Office of the  
Clerk of the County of Ocean, at Toms River, New Jersey EXCEPT for the rear  
each of these five lots which joins lot 6 in the same block.

for the better  
granted to the g

BEING the same premises conveyed by William Rubel, dated September 10th, 1948, to Matteo Chergona and recorded in the Ocean County Clerk's Office September 14th, 1948 in Book 1307 of Deeds at Page 179 etc.

Subject to restrictions and privileges of record.

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

ALSO all the estate, right, title, interest, property, and demand whatsoever, of the said grantor, of, in and to the same, and of, to every part and parcel thereof,

TO HAVE AND TO HOLD, all and singular the above described premises, with the appurtenances, unto the said grantee, their heirs and unto the proper use, benefit and behoof of the said grantee, their heirs and forever:

AND the said grantor Matteo Chergona, Single, does for his heirs, executors and administrators covenant and agree to and with the said grantee, themselves, their heirs and assigns, that he the said Matteo Chergona, is the true, lawful and right owner of all and singular the above described premises, and of every part and parcel thereof, with the appurtenances thereto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the said grantee, hereby made or intended to be made, for the above described premises, can or may be changed, charged, altered or defeated in any way

AND ALSO that the said grantee, their heirs and assigns, shall and may at all times hereafter, peaceably and quietly have, hold, use, occupy, 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 grantor, his heirs or assigns, or of any other person lawfully claiming or to claim the same.

AND ALSO that the said grantor now has good right, power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid;

AND ALSO that Matteo Chergona, Single, will WARRANT, defend and forever defend the said land and premises unto the said grantee Matteo Chergona and Mildred LaRusso, his wife, for themselves, their heir and assigns, against the lawful claims and demands of all and every person or persons lawfully claiming or to claim the same, freely and clearly freed and discharged of and from all manner of encumbrance

AND the said grantor his heirs and assigns shall and will at all times hereafter, upon the reasonable request, and at the proper cost and expense in the law of the said grantee their heirs and assigns, make, do and execute or procure to be made, done and executed, all and every such covenants and other lawful and reasonable acts, conveyances and assurances in the premises to the better and more effectually vesting the premises hereby intended to be conveyed unto the grantee their heirs and assigns forever, as shall be reasonably

required.

IN WITNESS WHEREOF, the said grantor has hereunto set  
hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED) Matteo Ghergona (SEAL)  
IN THE PRESENCE OF ) MATTEO GHERGONA

( ) Gustave J. Kieser  
( SEAL ) WITNESS  
( )

STATE OF NEW JERSEY, )  
COUNTY OF OCEAN ) SS:

BE IT REMEMBERED, that on the  
ninth day of August in the year  
of our Lord One Thousand Nine  
and fifty-one, before me, the subscriber, a Notary Public of the State of New  
personally appeared Matteo Ghergona, Single, who, I am satisfied, is the same  
mentioned in the within instrument, and thereupon he acknowledged that he did  
sealed and delivered the same as his voluntary act and deed, for the uses and  
purposes therein expressed.

( )  
( SEAL )  
( )

Gustave J. Kieser  
GUSTAVE J. KIESER  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 1, 1951

Received and Recorded August 10, 1951

COMPARED

9:44 A. M.

SYLVESTER B. MATHIS, CLEM.

Robert E. Rankin & wife )  
to )  
Harold W. Brightman & wife )

THIS INDENTURE, made the  
of July, in the year of our  
One Thousand Nine Hundred and  
one

BETWEEN ROBERT E. RANKIN and ELIZABETH RANKIN, his  
residing in the Borough of Manasquan, in the County of Monmouth, and State  
party of the first part:

AND HAROLD W. BRIGHTMAN and FLORENCE P. BRIGHTMAN  
residing in the Wynnewood Plaza Apartments in the City of Wynnewood in the  
and State of Pennsylvania party of the second part;

WITNESSETH, That the said party of the first part  
in consideration of ONE DOLLAR and other valuable considerations lawful and  
United States of America, to them in hand well and truly paid by the said  
second part, at or before the sealing and delivery of these presents, the  
is hereby acknowledged, and the said party of the first part being thereunto  
satisfied, contented and paid, have given, granted, bargained, sold, aliened,  
enfeoffed, conveyed and confirmed and by these presents do give, grant, bargain  
alien, release, enfeoff, convey and confirm unto the said party of the second  
and to their heirs and assigns, forever,

ALL that certain lot, tract or parcel of land and  
hereinafter particularly described, situate, lying and being in the Borough  
in the County of Ocean and State of New Jersey.

BEGINNING at a point in the easterly line of Ocean

highway, together  
their heirs and  
themselves, the  
to end with the  
said Robert E.

in distant two thousand two hundred sixty (2260.00) feet southwesterly a concrete monument situated at the intersection of the southeasterly line Ocean Avenue and the southwesterly line of Lyman Street; thence (1) South 17 degrees minutes West and along the southeasterly line of Ocean Avenue a distance of thirty (70) feet; thence (2) South 72 degrees 24 minutes East a distance of three hundred ninety-three and eighty hundredths (393.80) feet, more or less, to the high water line of the Atlantic Ocean; thence (3) northeasterly and along the high water line of the Atlantic Ocean a distance of seventy (70) feet or less to a point seventy (70) feet distant measured at right angles to the said course; thence (4) North 72 degrees 24 minutes West, parallel to the second and seventy (70) feet northerly from same measured at right angles a distance of three hundred ninety-three and eighty hundredths (393.80) feet more or less to the southeasterly line of Ocean Avenue and the point and place of Beginning.

Being a part of Lot 33, Section E, on a plan of lots titled "Plan #1 of Lots of the Bay Head-Mantoloking Land Company, Borough of Mantoloking, Ocean County, New Jersey" dated December 1925, <sup>made</sup> by Remington & Vosbury, N. J.

BEING a part of the same premises conveyed to Robert E. Rankin and Elizabeth Rankin, his wife, by Deed of The Bayhead-Mantoloking Land Company bearing date March 29, 1926 and recorded in the Ocean County Clerk's Office Book 65 of Deeds, Pages 333 &c., April 15, 1926.

TOGETHER with the riparian rights in front of the above described property in the Atlantic Ocean, as granted to the Bayhead-Mantoloking Land Company, June 6th, 1925, by the Board of Commerce and Navigation of the State of New Jersey, and in accordance with Map showing lands under tidewater, recorded with the State of New Jersey to the Bayhead-Mantoloking Land Company. Grant made in the Clerk's Office of the County of Ocean, State of New Jersey, July 1925, in Book 653 of Deeds, Page 69-79 &c.

EXCEPTING from and out of the above described premises a strip of twenty feet in width, running Northerly and Southerly across the entire lot to be used for the purpose of a boardwalk.

SUBJECT to covenants, conditions and restrictions as contained in deeds affecting said premises.

TOGETHER with all and singular the houses, buildings, trees, plants, profits, privileges, and advantages, with appurtenances to the same or in anywise appertaining, and the reversion and reversions, remainder, heirs, rents, issues and the profits thereof, and of every part and parcel thereof;

AND ALSO, all the estate, right, title, interest, possession, claim and demand whatsoever, as well in law as in equity, said party of the first part, of, in and to the above described premises, 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, heirs and assigns, to their own proper use, benefit and behoof forever.

AND the said Robert E. Rankin and Elizabeth Rankin for themselves, their heirs, executors and administrators, do covenant, grant and agree with the said party of the second part, their heirs and assigns, that the said Robert E. Rankin and Elizabeth Rankin at the time of the sealing and delivery

of these presents are lawfully seized in their own right of a good, absolute and indefeasible estate of inheritance in fee simple, of and in all and singular above granted, bargained and described premises, with the appurtenances and 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, their heirs, assigns, shall and may at all times hereafter, peaceably and quietly have, use, occupy, possess and enjoy the above granted premises, and every part thereof, with the appurtenances, without any let, suit, trouble, molestation or disturbance of the said party of the first part, their heirs assigns, or 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, judgments, taxes, assessments and incumbrances of what nature and kind there be except as aforesaid.

AND ALSO, that the said party of the first part, 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 hereinafter premises, by, from, or in trust for them, shall and will at any time or times upon the reasonable request, and at the proper costs and charges in the law, said party of the second part, their heirs and assigns, make, do, and execute or procure to be made done or executed, all and every such further and other and reasonable acts, conveyances and assurances in the law for the better and effectually vesting and confirming the premises hereby intended to be granted to the said party of the second part, their heirs and assigns forever, as to said party of the second part, their heirs or assigns, or their counsel and the law, shall be reasonably advised or required.

AND the said Robert E. Rankin and Elizabeth Rankin, heirs, SHALL AND WILL WARRANT and by these presents FOREVER DEFEND the above and hereby granted and released premises, and every part and parcel thereof and appurtenances, unto the said party of the second part, their heirs and assigns against the said party of the first part, and their heirs, and against all person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED)

IN THE PRESENCE OF

Louis H. Green  
LOUIS H. GREEN

Robert E. Rankin  
ROBERT E. RANKIN (L.S.)

Elizabeth Rankin  
ELIZABETH RANKIN (L.S.)  
Elizabeth Rankin

(U.S.STAMPS)

( \$11.00 )

( 7-28-51 )

COUNTY OF NEW JERSEY, )  
 ) SS:  
 CITY OF MONMOUTH, )

BE IT REMEMBERED, That on this 28th day of July in the year of our Lord

One Thousand Nine Hundred and Fifty- before me, the subscriber, An Attorney at Law of New Jersey personally appeared ant E. Rankin and Elizabeth Rankin, his wife, who, I am satisfied, are the grantors mentioned in the within Instrument, to whom I first made known the contents thereof, thereupon they acknowledge that, they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Louis H. Green  
 LOUIS H. GREEN  
 An Attorney at Law of New Jersey  
 9:45 A. M.  
 Given and Recorded August 10, 1951

SYLVESTER B. MATHIS, CLERK.

and R. Stillman & wife, et als. )

THIS DEED, Made the 19th day of February in the year one thousand nine hundred and Forty-five (1945).

ard E. Mackie )

BETWEEN RAYMOND H. STILLMAN and ETHEL STILLMAN, his wife of Borough of Eatontown, County of Monmouth and State of New Jersey, and WELLINGTON WILKINS SR. and CAROLINE F. WILKINS, his wife, of the Township of Shrewsbury, County Monmouth and State of New Jersey, hereinafter known as the grantors.

AND LEONARD E. MACKIE, 1925 Vaux Hall Road, of the town Union, in the County of Union, and the State of New Jersey, hereinafter known as Grantee

WITNESSETH, that in consideration of the sum of ONE DOLLAR and other good and valuable considerations, the said Grantors do grant, bargain, sell convey, unto the said Grantee his heirs and assigns forever,

ALL that certain tract of land and premises situate in the Township of Dover, in the County of Ocean and State of New Jersey, known and stated as northerly half of Lot No. 188, on Central Road, as shown on a map titled "Amended Map of Shafter Cove, West Section, Cedar Grove, Dover Township, County, New Jersey, Owners and Developers Ray H. Stillman and Wellington Inc, Sr., made by J. W. Seaman and Son, C. E., Long Branch, N. J., April 18, and duly filed at the County Clerk's Office at Toms River, N. J.

The conveyance shall be made and accepted expressly subject to the following covenants, conditions and restrictions which shall run with the land

1. The premises herein described shall be used for no other purposes only, with the exception of lots Nos. 23-30 inclusive, Nos. 77-81 inclusive and lots Nos. 189 and 190 which may be used for business purposes. However, lots Nos. 189 and 190, if used for business purposes, shall be only for a gasoline service station for servicing automobiles or motor boats, and boats of all kinds and the sale of fishermen's supplies, candies and amments.

1803 PAGE 181

# This Indenture,

this 30th day of March, 1957, in the year of our Lord  
Thousand Nine Hundred and Fifty-seven,

between LEONA H. STOREY, Unmarried,

of the County of Hudson  
City of New Jersey, party of the first part;

and NATHAN OSHMAN and YETTA OSHMAN, his wife, residing at  
2511 Bergenline Avenue,

of the County of Hudson  
City 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  
(\$1.00) Dollar and other good and valuable consideration,

has sold, conveyed, released, aliened, sold, bargained, sold, aliened, released, conveyed and confirmed and by  
this Indenture, do give, grant, bargain, sell, alien, release, convey and confirm unto the said  
party of the second part, and to their heirs  
assigns, forever,

All of the following

lots or parcels of land and premises, hereinafter particularly described, situate, lying and being  
in the Township of Brick, County of Ocean  
State of New Jersey, and known and designated as--

1. Lot No. Ten, Eleven, Twelve and Thirteen (10-11-12-13)  
2. Three, Four, Five and Six (3-4-5-6)  
3. Twenty-eight and Twenty-nine (28 & 29)

1. Block No. Eight (8)  
2. Thirty-one (31)  
3. Twenty-five (25)

In Sub-division

1. "C" Annex  
2. "C" Annex  
3. "C" Annex

laid down on a certain map entitled Cedarwood Park, and filed in the  
office of the Clerk of the County of Ocean, at Toms River, New Jersey.

And the same premises conveyed to Leona H. Storey, Unmarried, by  
Nathan Oshman and Yetta Oshman, his wife, by deed dated March 30, 1957.

Together with all and singular, the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining.

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof,

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 only proper use, benefit, and behoof of the said party of the second part, their heirs and assigns forever.

And the said Leona H. Storey, Unmarried,

do es for herself, her heirs, executors and administrators covenant and agree to and with the said party of the second part, their heirs and assigns, that  
the said Leona H. Storey, Unmarried, is

the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever;

And also that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid:

And also, that she

will warrant, secure, and forever defend the said land and premises unto the said

Nathan Oshman and Yetta Oshman, his wife, their

heirs and assigns; forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

In witness whereof, the said party of the first part he s hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of

*Isidore Hornstein*  
Isidore Hornstein

*Leona H. Storey*  
Leona H. Storey, married

RECORDED  
OCEAN COUNTY  
CLERK'S OFFICE  
1957 APR -2 AM 11:39

1957

State of New Jersey,  
County of Hudson

BOOK 1803 PAGE 183

Be it Remembered, that on this 30th day of March, 1957, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared LEONA H. STOREY, Unmarried,

and she is the grantor mentioned in the within Instrument, to which I first made known the contents thereof, and thereupon she acknowledged that she voluntarily act and deed, for the uses and purposes therein expressed.

*Isidore Hornstein*  
Isidore Hornstein  
ATTORNEY AT LAW OF NEW JERSEY

LEONA H. STOREY,  
Unmarried,  
TO  
NATHAN OSHMAN and YETTA  
OSHMAN, his wife.

Deed, March 30th, 1957  
Recorded in the  
Office of  
the County of  
on the day of  
at noon and  
Recorded in Book  
of DEEDS for  
said County, on page

Record For:

ISIDORE HORNSTEIN  
Counselor at Law  
921 Bergen Avenue  
Jersey City, N.J.

1957 APR -2 AM 11:39  
BOOK PAGE  
Clerk K. Busby  
CLERK

BOOK 1803 PAGE 184

# This Indenture, Made the Twelfth

day of March,

in the year of our Lord One Thousand Nine Hundred and Fifty-Seven,

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 and State of New Jersey, in the County of Ocean

party of the first part;

And

JOSEPH A. ODELL AND LUCILLE ODELL, his wife,  
residing at 75 BELGROVE DRIVE,

in the County of

of Kearny  
and State of New Jersey

the Town

Hudson

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 consideration

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 thereunto fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, remised, released, conveyed, confirmed, 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 and State of New Jersey in the County of Ocean

Being known as Lots. Nos. 25, 26, 27 and 28 in Block #13

on a map entitled " Map of Sunrise Beach, Section #1, Forked River Lacey Township, Ocean County, New Jersey ", which map is dated June, 1955 and is on file in the Ocean County Clerk's Office as Map B-296.

Being 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 1636, page 276.

This conveyance includes the privilege in favor of the purchasers to use the recreational area and beach for the purposes 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 effect of local zoning ordinances and municipal rules and regulations.

Attached to and forming a part of Deed from SUNRISE BEACH INC. To JOSEPH A. ODELL and LUCILLE ODELL, his wife.

## SUNRISE BEACH, SECTION ONE

### 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** — No residential structure shall be erected, placed or maintained on any building plot in Section One of Sunrise Beach which has an area of less than 7500 square feet.

No residential structure shall be erected, placed or altered on any building plot until the building plans, specifications and plot plans showing the proposed location of such building shall have been approved in writing by SUNRISE BEACH, INC., the owner, or by a representative designated by it. The exterior of any building 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.

No residential structure or garage shall be located on any building plot nearer than 25 feet to the front property line, nor nearer than 25 feet to any side street line, and no such building shall be located nearer than 10 feet to the side line and/or 5 feet to the rear property line of said plot, provided that no garage, other than an attached garage, shall be erected nearer than 70 feet to the front property line of the building plot.

No signs or fences of any kind whatsoever shall be erected or maintained on any portion of said premises unless approval in writing is first obtained from SUNRISE BEACH, INC.

No privy or outside toilet or water closet shall be erected or maintained upon any portion of said plot but all sewage shall be disposed of by the owner of any residence by a septic tank or other similar approved method so as to conform to all Board of Health rules or requirements.

No business, factory, farm, fishery, or establishment whatsoever, other than a private residence shall be permitted to be erected or maintained on any building plot or portion thereof except those plots fronting on State Highway, Route No. 9. Temporary residences, such as tents, trailers, and/or movable forms of shelter shall not be permitted under any circumstances whatsoever. No more than a single one family dwelling shall be allowed on any building plot.

No horse, cow, pig, goat, sheep, livestock, fowl, poultry, or other animals except dogs or cats shall be allowed to be kept on the premises. The keeping of dogs or cats shall be limited to those kept exclusively in household pets.

The seller, 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 of said tract, 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 and under said streets.

The foregoing restrictive covenants shall apply only to said Map of Sunrise Beach, Section 1, Forted Map, Lacey Township, Ocean County, New Jersey, dated June, 1955.

These covenants are to run with the land and shall be binding on all parties claiming under them and June 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 in whole or in part.

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.

On These 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

SUNRISE BEACH, INC.

at the time of the sealing 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, 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 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, things, covenants 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, or 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 the presents warrant 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 Twelfth day of March 1957

Attest:

SUNRISE BEACH, INC.

By *Charles M. Burger*  
CHARLES M. BURGER

*Alvin R. Wagner*  
ALVIN R. WAGNER Secretary

71889  
STATE — WIDE SEARCH  
AND ABSTRACT COMPANY  
121 Washington St. Toms River, N. J.  
Phone T. R. 8-1619 & 8-1375

412-2606 M6L 37

# This Indenture,

Made the / 4<sup>th</sup> day of June , in the year of our Lord  
One Thousand Nine Hundred and Sixty-six

Between  
LESTER G. CHAPMAN, a single man  
Residing at 308 East 53rd Street

In the City of New York County of  
and State of New York party of the first part;

And EARL J. DENNETT and LOIS L. DENNETT, his wife  
Residing at 235 Drum Point Road

In the Township of Brick 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 One 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, conveyed and confirmed and by  
these presents do es give, grant, bargain, sell, alien, release, convey and confirm unto the said  
party of the second part, and to their heirs  
and assigns, forever,

All of the following  
tract or parcel of land and premises, hereinafter particularly described, situate, lying and being  
in the Township of Brick County of Ocean  
and State of New Jersey

KNOWN AND DESIGNATED as Lot No. 7 and 8, Block 30 in subdivision  
C (annex) as laid down on a certain map entitled Cedarwood Park, and  
filed in the office of the Clerk of the County of Ocean, at Toms River,  
New Jersey.

BEING the same premises conveyed to Lester G. Chapman by deed of  
William Rubel, Trustee, dated December 22, 1931 and recorded January 8,  
1932 in Book 909 of Deeds for Ocean County at Page 465.

SUBJECT to covenants, conditions and restrictions of record and to  
Municipal rules, regulations and ordinances.

Together with all and singular the revenues, hereditaments and appurtenances thereto 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.

Do hereby and to hold all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, their heirs and assigns, to their own proper use, benefit and behoof forever.

That the said party of the first part assigns do as covenant and agree, to and with the said party of the second part, their heirs and assigns, that the said party of the first part, was lawfully seized in his own right of a good, absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted hereditaments and described premises, with the appurtenances and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid.

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, his heirs, assigns, or of any other person or persons lawfully claiming or to claim the same.

That the same now are free, clear, discharged and unincumbered of and from all, former and other grants, titles, charges, covenants, judgments, taxes, assessments and incumbrances of what nature and kind whatsoever, except as aforesaid.

That the said party of the first part, and his heirs, assigns and all every other person or persons whomsoever, lawfully or equitably deriving any estate, right, title or interest, of, in or to the heretofore granted premises, by, from, under or in trust for them, shall and will at any time or times hereafter, upon the reasonable request, and at the proper cost 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, or assigns the above

counsel learned in the law, shall be reasonably advised or required.

That the said party of the first part 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 his heirs, 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 further defend.

In Witness Whereof, the party of the first part has set his hand and seal or caused these presents to be signed by his proper corporate officers and caused its proper corporate seal to be hereunto affixed, the day and year first above written.

Witness, Given and Delivered  
in the presence of

*Samuel H. Forns*  
SAMUEL H. FORNS, ATTORNEY AT LAW  
STATE OF NEW JERSEY

*Lester G. Chapman*  
LESTER G. CHAPMAN

(1554)

State of New Jersey.  
County of } ss:

We it Rememered, that on this  
in the year One Thousand Nine Hundred and

day of } before me, the subscriber,

personally appeared

who, being by me duly sworn on a oath, doth depose and make proof to my satisfaction, that he  
is the

the grantor named in the within instrument; that  
is the

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 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 a voluntary act and deed and as and for the voluntary  
act and deed of said corporation, in presence of deponent, who thereupon subscribed a name thereto  
as witness.

Sworn and subscribed before me,

at  
the date aforesaid

Photostated

Micro-filmed

Indexed

RECORDED  
OCEAN COUNTY CLERK'S  
OFFICE  
1966 JUL 13 PM 12 02  
BOOK 2606  
PAGE 37  
Clerk K. E. Smith

LESTER G. CHAPMAN, a single  
man  
TO  
EARL J. BENNETT and  
LOIS L. BENNETT, his wife

Dated, . 19  
Subscribed in the  
Office of  
the County of  
N. J.,  
on the day of  
19 .  
at o'clock, in the  
noon and  
of DEEDS for  
said County, on page

Rec. and Ret. to  
SAMUEL M. MORRIS, ESQ.  
P. O. BOX 606  
BRETON WOODS  
BRICK TOWN, NEW JERSEY

900-6

State of New Jersey.  
County of Ocean } ss:

We it Rememered, that on this  
in the year One Thousand Nine Hundred and Sixty-six  
an attorney at law of the State of New Jersey  
personally appeared Lester G. Chapman, a single man

who, I am satisfied,  
is the grantor mentioned in the within instrument, to  
whom I first made known the contents thereof, and thereupon he acknowledged that he  
signed, sealed and delivered the same as his  
voluntary act and deed, for the uses and  
purposes therein expressed.

SAMUEL M. MORRIS, ATTORNEY AT LAW  
STATE OF NEW JERSEY

2003-7-36

APR 26 1937

NOTED—PLANS WARRANTED

Standard Oil & Gas Co., Petition of New Jersey Legal Branch, October 1, 1937

# This Indenture, MADE THE

of our Lord one thousand nine hundred and sixty five.

Between EDWARD LANGE and KATHRYN LANGE, his wife, residing at Ship Bottom, New Jersey

of the first part, and

CONSTANCE S. WEISER, residing at Lange Drive, Manahawkin, Stafford Twp., New Jersey

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 good and valuable considerations

lawful money of the United States of America

party of the second part to the said party of the first part, at and before the 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, her heirs and assigns, ALL that certain lot, tract, or parcel of land and premises situate, lying and being in the Village of Manahawkin, Township of Stafford, County of Ocean and State of New Jersey, more particularly described as follows:

BEGINNING in the Northeastly line of Lange Drive (30 feet N.T.S.) at a point therein distant 425 feet Westwardly from the intersection of the same with the westerly line of Old South Broadway (County Road 50.0 feet N.T.S.) and running thence North 31 degrees 15 minutes West 171.96 feet to a point; thence (2) South 49 degrees 03 minutes West 30 seconds East 100 feet more or less to the westerly line of land now or formerly owned by Constance S. Weiser; thence (3) Southwestwardly along the said westerly line of land owned by the said Constance S. Weiser to the said northeastly line of Lange Drive; thence (4) North 58 degrees 45 minutes West along the northeastly line of Lange Drive 100 feet more or less to the point or place of BEGINNING.

BEING the southeasterly portion of Lot No. 5, Block 121 on the Stafford Township Tax Map.

BEING a part of the premises conveyed by Addie W. Cranmer, Widow, to Edmund Lange, by deed dated February 15, 1937 and recorded in the Office of the Clerk of Ocean County February 26, 1937 in Book 1007 of Deeds, Page 149.

SUBJECT to restrictions and conditions as may be contained in prior deeds 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, her heirs and assigns forever.

AND the said Edmund Lange and Kathryn Lange, his wife, for themselves,

their heirs, executors and administrators do by these presents covenant, grant and agree to and with the said party of the second part, her heirs and assigns, that they the said parties of the first part,

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, her heirs and assigns, against them the said parties of the first part, 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 forever DEFEND.

WARRANT and

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

SEEN, SEALED AND DELIVERED  
IN THE PRESENCE OF

Joseph O. Thilmer

Edmund Lange (L.S.)

Kathryn Lange (L.S.)

2606 MAR 42

STATE OF NEW JERSEY  
COUNTY OF OCEAN

Be it Remembered, that on this 30<sup>th</sup> day of December in the year of our Lord one thousand nine hundred and sixty five before me, an Attorney at Law of New Jersey

personally appeared EDMOND LANGE and KATHRYN LANGE, his wife,

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

*Barth O. Thumel*  
Attorney at Law of New Jersey

DEED-PLAIN WARRANTY (127)

1965

EDMOND LANGE and  
KATHRYN LANGE, his wife,  
Ship Bottom, New Jersey

TO

CONSTANCE S. WEISER  
Lange Drive  
Manahawkin, Stafford Twp.,  
New Jersey

Dated *April 30* 1965

Recorded in the \_\_\_\_\_

Office of the County of \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_\_ at \_\_\_\_\_

the \_\_\_\_\_ noon, and recorded in Book \_\_\_\_\_

of DEEDS \_\_\_\_\_

for said County, on pages \_\_\_\_\_

RICHARD J. SHACKLETON  
COUNSELLOR AT LAW  
NINTH STREET AND BAHNEGAT AVENUE  
SHIP BOTTOM, N. J.

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BOOK 2606 PAGE 42  
of *Deed*  
CLERK  
*Edward K. Ewing*

1966 JUL 13 PM 12 03

RECORDED  
OCEAN COUNTY CLERK'S  
OFFICE

Photostated  
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Indexed