

This Indenture,

made the 26th day of January

in the year One Thousand Nine Hundred and Sixty-six

Between WANDA GROMEK, widow

of the Township of Brick in the County of Ocean and State of New Jersey
whose post office address is 485 Brick Boulevard, Brick Town, New Jersey,
party of the first part, hereinafter known as the Grantor;
And JOSEPH P. MILZA and GERALDINE L. MILZA, his wife

~~Corporation of the State of New Jersey, with principal office at~~
of the Township of Ocean in the County of Ocean and State of New Jersey
whose post office address is University Court, Lake Riviera, Brick Town, N.J.
party of the second part, hereinafter known as the Grantee:

Witnesseth, That the said Grantor, for and in consideration of
ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION----
of money of the United States of America, to her in hand well and truly paid by the said
Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby
acknowledged, and the said Grantor being therewith fully satisfied, contented and paid, has given,
granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these pres-
ents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said
Grantee, and to ~~their heirs and assigns, forever,~~
All that certain
lot or parcel of land and premises, hereinafter particularly described, situate, lying and being
in the Township of Ocean of Brick and State of New Jersey.

BEGINNING at a point in the center line of Walnut Avenue at
the northeast corner of premises conveyed by Rudolph Boesch, Trustee
for Ralph Martino to Joseph M. Gromek and Wanda Gromek, his wife,
dated March 17, 1962, recorded March 20, 1962 in the Ocean County
Clerk's Office in Book 2207 of Deeds, page 282 thence running
(1) North 76° 5' West 504.15 feet to a point in the easterly
side of Brick Boulevard (formerly Moore Road); thence
(2) Southerly and along the easterly side of Brick Boulevard
(formerly Moore Road) along the arc of a circle curving to the
right having a radius of 1392.69 feet a distance of 253.34 feet
to a point; thence
(3) South 76° 5' East 542.88 feet to a point; thence
(4) North 13° 55' East 250 feet to the point of BEGINNING.

THIS conveyance is subject to an easement in perpetuity to the
Grantor herein, her heirs and assigns which said easement is 20
feet in width along the southerly portion of the premises herein
conveyed and running from Cypress Avenue westerly for a distance
of 100 feet. This easement being for the purpose of ingress and
egress to the grantor, her agents, servants, heirs and assigns.

BEING part of the same premises conveyed to Joseph M. Gromek
and Wanda Gromek, his wife, by Rudolph Boesch, Trustee for
Ralph Martino, dated March 17, 1962, and recorded March 20, 1962
in the Ocean County Clerk's Office in Book 2207 of Deeds, page 282.
The said Joseph M. Gromek died a resident of Ocean County on
October 6, 1965.

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Together with all and singular the houses, buildings, trees, ways, waters, profits, 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 Grantor, of, in and to the same, and of, in and to every part and parcel thereof.

In Have and to Hold all and singular the above described land and premises, with appurtenances, unto the said Grantee, ~~xxxxxx~~ their heirs and assigns, to the only proper use, benefit and behoof of the said Grantee, ~~xxxxxx~~ their heirs and assigns.

And the said Grantor

for herself, her heirs, executors, administrators, successors and assigns, does covenant, promise and agree to and with the said Grantee, its successors and assigns, that she has not committed, executed or suffered any act or acts, thing or things, whatsoever whereby or whereof the above mentioned and described premises, or any part or parcel thereof, now or any time hereafter shall or may be impeached, charged or encumbered, in any manner whatsoever.

In Witness Whereof, the said Grantor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered

In the Presence of

Wanda Gronek
WANDA GRONEK

Richard W. Sin
RICHARD W. SIN

State of New Jersey.

County of OCEAN

ss:

Be it Remembered, that on this 25th day of January in the year of Our Lord One thousand nine hundred and Sixty-six the subscriber, A Master of the Superior Court of New Jersey personally appeared WANDA GRONEK, widow

who, I am satisfied, is the grantor and thereupon she signed, sealed and delivered the same as acts and purposes therein expressed.

mentioned in the within and acknowledged that she her act and seal

Richard W. Sin
RICHARD W. SIN
A MASTER OF THE SUPERIOR COURT
OF NEW JERSEY

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WANDA GROMEK, widow

TO

JOSEPH P. MILZA, et ux

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Dated: January 25th 1966.

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This Indenture,

Made the 11th day of November, 1966,
Between

WILLIAM H. SUTPHEN, unmarried,
residing at 124 Grove Avenue, in the Borough of Bay Head, County of
Ocean and State of New Jersey, and
CLARA G. SUTPHEN, widow,

residing at 112 Meadow Avenue
in the Borough of Bay Head in the County of
Ocean and State of New Jersey herein designated as the Grantors,
And

ABE GOLDBERG
residing at Walton Avenue, in the Borough of the Bronx, County of
New York and State of New York, and
JOSEPH ROSS

residing or located at Clifton Avenue
in the Township of Lakewood in the County of
Ocean and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantors, 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 Grantees in hand well and truly paid by the
Grantors, 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 at a white sandstone standing at the fifth corner
of a tract 129.69 conveyed to Charles B. Wheeler by the Belmar Auto
Company by deed recorded in the Ocean County Clerk's Office in Book
793 page 463 and running thence by magnetic bearings of A.D. 1938,
(1) north 76° 11' west, 540.84 feet to the easterly right of way line
of a proposed road; thence (2) along said line north 11° 14' 30" west
142.70 feet to a point; thence (3) south 76° 11' east 547.25 feet to
the westerly boundary line of Cedarwood Park, and thence (4) along
said westerly boundary line south 13° 49' east, 142.56 feet to the
place of beginning.

Containing one and seventy-eight hundredths acres.*

Excepting therefrom the premises described in the following
deeds: (1) Deed from William H. Sutphen and Clara G. Sutphen, his
wife, dated August 21, 1940 to Olive L. Reid, recorded in the Ocean
County Clerk's Office in Book 1119 of Deeds on page 147, June 1, 1942;
(2) Deed from William H. Sutphen and Clara G. Sutphen, his wife, to
Verna E. Emmons and Myron S. Emmons, her husband, dated Aug. 21, 1940,
recorded in the Ocean County Clerk's Office in Book 1341 of Deeds on
page 442, Oct. 31, 1949; (3) Deed from William H. Sutphen and Clara G.
Sutphen, his wife, to Bessie M. Borden and Walter W. Borden, her
husband, dated Aug. 21, 1940, recorded in the Ocean County Clerk's
Office in Book 1559, page 14, May 26, 1954.

Subject to covenants, conditions and restrictions if any appear-
ing in prior deeds of record.

*Being the same premises described in deed from Charles B.
Wheeler and Jennie F. Wheeler, his wife, to William H. Sutphen dated
April 22, 1939 and recorded in the Ocean County Clerk's Office in
book 1051 of Deeds on page 432, May 8, 1939.

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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, do hereby 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 contained 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 and every such designation.

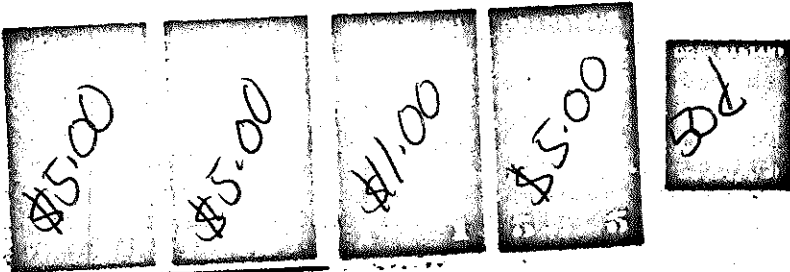
In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Owen B. Pearce
Owen B. Pearce

William H. Sutphen
WILLIAM H. SUTPHEN

Clara G. Sutphen
CLARA G. SUTPHEN



State of New Jersey.
County of MONMOUTH

ss.:
11th day of November, 1966, before me,
the subscriber, An Attorney at Law of New Jersey

personally appeared WILLIAM H. SUTPHEN, unmarried, and CLARA G. SUTPHEN,
widow,

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.

Gwen B. Penick
Gwen B. Penick
Attorney at Law of N.J.

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Deed

unmarried,
WILLIAM H. SUTPHEN/and
CLARA G. SUTPHEN, widow

TO

ABE GOLDBERG and JOSEPH ROSS

Dated Nov. 11,

1966

PEARCE AND PEARCE
COUNSELLORS-AT-LAW
3505 WILLOW BLVD.
MANASSAS, N. J. 08756

*R+R
Pearce & Pearce
3505 Willow Ave.
Manassas, N.J. 08756*

Deed

REGENCY EXECUTIVE CONCOURSE
CONDOMINIUM OF BRICK TOWN
MASTER DEED

ARTICLE I

Intention

Lance Contractors, Inc., a corporation of the State of New Jersey, having an office at 324 East Broad Street in the Town of Westfield, County of Union and State of New Jersey, hereinafter referred to as the "Grantor", does hereby make, declare and publish its intention and desire to submit, and does hereby submit, the lands and premises owned by it in the Township of Brick, County of Ocean and State of New Jersey, hereinafter being more particularly described, to the form of ownership known and designated as Condominium as provided by the Condominium Act of New Jersey (P. L. 1969, c. 257), for the specific purpose of creating and establishing Regency Executive Concourse Condominium of Brick Town, hereinafter referred to as "Condominium", and for the further purpose of defining the plan of unit ownership and imposing thereon certain restrictive and protective covenants for the benefit of said Condominium.

ARTICLE II

Description of Property

Section 1. The lands and premises owned by the Grantor which are hereby made expressly subject to the provisions of the instrument, are described as follows:

All that certain tract 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 at a point in the Easterly side line of Brick Boulevard,
 as widened and presently in use, distant 513.10 feet northerly
 along the same from a point of tangency being 64.33 feet north-
 westerly from the northerly side line of Drum Point Road, and
 running thence (1) North 11 degrees 14 minutes 30 seconds East
 and along said Easterly side line of Brick Boulevard 142.70 feet
 to a point; thence (2) South 76 degrees 11 minutes 00 seconds
 East 520.70 feet to the Westerly line of lands now or formerly
 of Cedarwood Park; thence (3) South 13 degrees 49 minutes 00
 seconds West and along said Westerly line of Cedarwood Park,
 142.56 feet to a point; and thence (4) North 76 degrees 11 minutes
 00 seconds West 515.01 feet to the Easterly side line of Brick
 Boulevard and point or place of BEGINNING.

BEING shown on Lots 10, 10-1, 11 and 12 in Block 547 on the offic-
 ial tax assessment map of the Township of Brick.

The foregoing description being in accordance with a survey dated
 May 10, 1973, made by Gannon, Loveman & Keppler, Engineers and
 Surveyors, and revised July 6, 1973.

ARTICLE III

Building Erected

There is to be constructed on the parcel of land and
 premises described as aforesaid, an office building complex
 known and designated as Regency Executive Concourse Condominium,
 of Brick Town, according to the schedules attached hereto. The
 said building complex contains 24 units designated as 101 through
 108 (first floor), 201 through 208 (second floor), and 301 through
 308 (third floor).

ARTICLE IV

Unit Designations and Description of Common Elements

Section 1. The Grantor, in order to implement the Condominium plan of ownership for the above described property and improvements, covenants and agrees that it hereby subdivides the above described realty and all of the improvements erected thereon, into the following Freehold Estates:

(a) Twenty-Four (24) separate parcels of real property, being the units herein more particularly described and as shown on Schedule 1 through Schedule 10, attached hereto. Said schedules describe the dimensions of the perimeter walls of each unit with reference to established geographical points.

Each of the said 24 units consists of (a) the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space; and (b) all interior dividing walls and partitions (including the space occupied by such walls or partitions) excepting loadbearing interior walls and partitions; and (c) the decorated inner surfaces of all interior loadbearing walls, floors and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as a part of the physical structure of the unit, and all immediately visible fixtures, mechanical systems and equipment installed and for the sole and exclusive use of the unit, commencing at the point of disconnection from the structural body of the building and from the utility lines, pipes or systems serving the unit. No pipes, wires, conduits or other public utility lines or installations

constituting a part of the overall systems designed for the service of the building, nor any of the structural members of portions of any kind, including fixtures and appliances within the unit, which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any unit. The word "unit", when used throughout this instrument, shall be deemed to refer to each of the aforesaid 24 units as herein described.

(b) A separate Freehold Estate in the remaining portions of the lands and premises hereinabove described, with all improvements constructed and to be constructed thereon, including all appurtenances thereto, which said remaining portions shall be hereafter known and referred to as "general common elements." More specifically, the general common elements shall include, but not be limited to, the following:

(i) The parcel of land described above.

(ii) The office building complex described above including the space within said building not otherwise herein defined as being embraced within the 24 units, and including the foundations, basements, roofs, floors, ceilings, perimeter walls, load-bearing interior walls and partitions, slabs, stairways, elevator shafts, crawl spaces, entrance and exit or communication ways, common rest rooms, sauna, exercise room, incinerators, pumps, pipes, wires, conduits, air ducts and public utility lines, including the space actually occupied by the above.

(iii) All of the roads, parking spaces, walkways, paths, trees, shrubs, yards and gardens located on the aforesaid parcel of land.

(iv) Elevators, motors, pumps, tanks, boilers, equipment, apparatus and all other central and appurtenant installations, including all pipes, ducts, shafts, wires and cables used in connection therewith, required to provide power, light, telephone, gas, water, heat, and elevator service.

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- (v) All other elements of the building constructed on the aforesaid parcel of land, rationally of common use or necessary to their existence, upkeep and safety and, in general, all other devices or installations existing for common use and all other elements and facilities set forth in the definition of common elements in the Act (except such as may be specifically reserved, limited or excluded herein).

The general common elements shall not include any of the 24 units as hereinabove described and as shown on the attached schedules, it being the intention of the Grantor that the interest in the general common elements appurtenant to each unit as said interest shall be hereinafter defined, shall not include any interest whatsoever in any of the other units and the space within them.

Section 2. For the purpose of this instrument, the ownership of each unit shall conclusively be deemed to include the respective undivided interest, as specified and established hereinafter, in the common elements. It is the intention of the Grantor to provide hereby that the common elements in Regency Executive Concourse Condominium of Brick Town shall be owned by the owners of the units as tenants-in-common, the undivided interest of each therein being as set forth hereinafter. For the purpose of further clarifying the stated intent and purpose of the Grantor, the aforesaid property will be owned under the Condominium concept, when the title to the aforesaid lands and the improvements constructed thereon are held or acquired by two or more persons in any manner whereby each person is vested of (1) the fee simple ownership of one or more of the units, and (2) an undivided interest as tenant-in-common in the correlative common elements, all pursuant to the provisions of this plan of ownership, the Condominium Act of the State of New Jersey

and the restrictions, covenants, limitations and conditions herein set forth.

Section 3. The 24 individual condominium units hereby established and which shall be individually conveyed, and the percentage of interest of each unit in the common elements, are described as follows:

<u>Unit Designation</u>	<u>Percentage of Interest in the General & Limited Common Elements</u>
101	4.8370
102	3.2258
103	3.2258
104	4.8370
105	5.9139
106	3.2258
107	3.2258
108	4.8370
201	4.8370
202	3.2258
203	3.2258
204	4.8370
205	5.9139
206	3.2258
207	3.2258
208	4.8370
301	4.8370
302	3.2258
303	3.2258
304	4.8370
305	5.9139

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<u>Unit Designation</u>	<u>Percentage of Interest in the General & Limited Common Elements</u>
306	3.2258
307	3.2258
308	4.8370

The Grantor reserves the right, for so long as it shall remain the owner of any of the aforesaid units, to change the price or value of such units. However, no change in the price or value of any of the aforesaid units shall change or otherwise affect the percentage of interest of any of said units in the general and limited common elements.

Section 4. The above respective undivided interest in the common elements hereby established shall have a permanent character and shall not be altered or changed without the acquiescence of all of the unit owners of all of the units in Regency Executive Concourse Condominium of Brick Town, their mortgagees, and the Grantor, its successors and assigns, and Grantees covenant and agree that the undivided interest in the common elements and the fee titles to the respective units conveyed therewith, shall not be separately conveyed, transferred, alienated or encumbered, and each of the said undivided interest shall be deemed to be conveyed, transferred, alienated or encumbered with its respective unit, notwithstanding the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee title to the unit. The Grantor, its successors and assigns, and the Grantees, further covenant and agree that any conveyance, transfer or alienation of any unit shall conclusively be deemed to include all of the interest