

1654 246

This Indenture,

Made the Twenty-Third day of July, in the year of our Lord
One Thousand Nine Hundred and Fifty-Five

Between HERMAN BLAUDSCHUN and ANNA BLAUDSCHUN,
~~HERMAN BLAUDSCHUN and ANNA BLAUDSCHUN~~, his wife,

residing at No. 61 Bowers Street
in the City of Jersey City County of Hudson
and State of New Jersey party of the first part;

And LAKE RIVIERA, INC., A Corporation of the State of New Jersey having its
principal office

in the City of Newark County of Essex
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 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, have 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 those certain lots
tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being
in the Township of Brick County of Ocean
and State of New Jersey

Being known and designated as Lots Nos. 9, 10 and 11 in Block 34 on map of Riv-
iera Beach surveyed by Claude W. Birdsall, Civil Engineer, Belmar, N.J. on July 15th, 1928
and filed in the County Clerk's Office, Toms River, Ocean County, New Jersey, on December
15, 1928 as Case B-73.

Subject to zoning ordinances and to restrictions of record.

Being the same premises conveyed to the said parties of the first part by Lake
Riviera, Inc., A Corporation of the State of New Jersey, by deed dated August 26, 1954
and recorded on September 14, 1954 in Book 1585 of Deeds for Ocean County, page 499.

Together with all and singular, the houses, buildings, trees, ways, waters, profits, privileges, and appurtenances, 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, its ^{successors} ~~heirs~~ and assigns, to the only proper heirs, and behoof of the said party of the second part, its ^{successors} ~~heirs~~ and assigns forever:

And the said parties of the first part,

for themselves, their heirs, ^{successors} ~~executors~~ and administrators covenant and agree to and with the said party of the second part, its ^{successors} ~~heirs~~ and assigns, that they and the said parties of the first part are

the 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: as aforesaid

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

And Also, that that the said parties of the first part

will, warrant, secure, and forever defend the said land and premises unto the said party of the second part, its successors

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

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

Witness and Delivered
in the presence of

Herman Blaidschun L.S.
HERMAN BLAIDSCHUN

Anna Blaidschun L.S.
ANNA BLAIDSCHUN

Charles G. Cifer
Charles A. Cifer

1654 248

State of New Jersey.
County of OCEAN

Be it Remembered, that on this Twenty-third day of July
in the year One Thousand Nine Hundred and Fifty-Five
An Attorney at Law of New Jersey
personally appeared HERMAN BLANDSCHMID and ANNA BLANDSCHMID, his wife,

who, I am satisfied, are the grantor's 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.

Nicholas A. Cuspi
NICHOLAS A. CUSPI

AN ATTORNEY AT LAW OF NEW JERSEY

RECORDED
OCEAN COUNTY CLERK'S
OFFICE

1955 JUL 28 AM 9 41

BOOK PAGE
CLERK

Alvin B. Machin

16493

DEED

HERMAN BLANDSCHMID and ANNA
BLANDSCHMID, his wife,

TO

LAKE RIVIERA, INC., A Corporation
of New Jersey,

Dated, July 23rd, 1955

Witnessed in the Office of
the County of N. J.
on the day of
at o'clock, in the
Recorded in Book
said County, on page
of DEEDS for

Lake Riviera, Inc.
11 Hall Street.
Newark, 2, N.J.

THIS DECLARATION made this 28th day of September, 1955, by

LAKE RIVIERA, INC., a corporation of New Jersey, having its principal offices in the City of Newark, County of Essex, and State of New Jersey:

WITNESSETH, WHEREAS, the said corporation is the owner of record of the lands and premises hereinafter described:

Situate, lying and being in the Township of Brick, County of Ocean, and State of New Jersey:

WHICH on a certain map entitled, Map of Lake Riviera, Section 3, situated in Brick Township, Ocean County, New Jersey, Bernard Chambers & Associates Surveyors, dated September 1954, and filed in the Ocean County Clerk's Office on October 20, 1954 as Map No. B 344, are laid down and designated as follows:

Lots 1 to 6, both inclusive, Block 21; Lots 1 to 6, both inclusive, Block 22; Lots 1 to 6, both inclusive, Block 23; Lots 1 to 6, both inclusive, Block 24; Lots 1 to 6, both inclusive, Block 25; Lots 1 to 6, both inclusive, Block 26; Lots 1 to 6, both inclusive, Block 27; Lots 1 to 24, both inclusive, Block 28; Lots 1 to 20, both inclusive, Block 29; Lots 1 to 18, both inclusive, Block 30; Lots 1 to 21, both inclusive Block 31, Lots 1 to 7, both inclusive, Block 32.

WHEREAS the said premises are in the process of development pursuant to subdivision requirements of the Federal Housing Administration, part of which is the requirement that the said premises be covered by the protective covenants and restrictions hereinafter set forth:

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the proposed issuance of insurance under the regulations of the Federal Housing Administration, upon the qualification of each of the dwellings to be erected on the said premises,

THE aforesaid record owner does hereby declare, promise, covenant and agree for itself, its successors and assigns, that the following restrictions and protective covenants shall, and the same are hereby deemed to apply to, affect and be binding upon the premises aforesaid:

1. All lots in the tract shall be known and described as residential lots.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
3. No dwelling shall be permitted on any lot at a cost of less than \$5,500, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 500 square feet for a one story dwelling, nor less than 400 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, the main foundation walls of any building shall not be located nearer than 25 feet to any street lines, nor nearer than 10 feet to any interior lot lines, nor farther than 45 feet from the front lot line on interior lots, except that an attached garage or other permitted accessory building shall not be located nearer than 5 feet to the interior lot line. Detached garages or other permitted accessory buildings shall not be located nearer than 75 feet to the front lot line on interior lots. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

1672 276

- e. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet, except that this covenant shall not apply to any of the said lots as shown on said map which do not meet the above requirements.
- f. Easements for the installation and maintenance of utilities and drainage facilities are reserved as may be shown on the said map, and over the rear five feet of each lot.
- g. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- h. No structure of a temporary character, trailer, basement, tent, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- i. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.
- j. No oil-drilling, oil development operations, oil refining, quarrying, or other operations of any kind shall be permitted upon or in any lot, nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil or mineral gas shall be erected, maintained or permitted upon any lot.
- k. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.
- l. No lot shall be used or maintained for a dumping ground for rubbish. Garbage or other waste shall not be kept except in sanitary containers. Incinerators or other equipment for the storage or disposal of such waste shall be kept in a clean and sanitary condition.
- m. No individual water supply system shall be permitted on any lot unless the system is located, constructed and equipped in accordance with the requirements and recommendations of state public health authority. Approval of such system as installed shall be obtained from such authority.
- n. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements and recommendations of the state public health authority. Approval of such system as installed shall be obtained from such authority.
- o. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be permitted on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of rounded property corners, from the intersection of the street property lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. Such shall be permitted to remain within such distances of such intersections if the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- p. No fence, wall, hedge or mass planting shall be permitted to extend within any street or main building than the minimum building setback line, that nothing shall prevent the erection of a necessary retaining wall, of which does not extend more than two feet above the finished grade at the back of the said wall; in any event, any fence, wall, hedge or mass planting shall not exceed three feet six inches in height.

- 1672
6. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.
 7. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
 8. Enforcement of these covenants shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain the violation or to recover damages.
 9. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Lake Riviera, Inc., has caused these presents to be signed by its duly authorized officers, its corporate seal to be hereto affixed, and attested, the day and year first above written.

WITNESSES:

ASSN'T

Secretary

LAKE RIVIERA, INC.

THEODORE SMITH

President

STATE OF NEW JERSEY :

COUNTY OF ESSEX

: SS:

BE IT REMEMBERED that on this 26 day of September, 1955, before me the subscriber, ~~Notary Public~~, personally appeared,

NOTARY PUBLIC OF N.J.

THEODORE SMITH

President of Lake Riviera, Inc., a corporation of New Jersey, who, I am satisfied is the person who signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as such officer aforesaid; and that the within instrument is the voluntary act and deed of the said corporation made by virtue of the authority from its Board of Directors.

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Nov. 9, 1958

JAMES V. W. HESSON

Dec 03

DECLARATION

220C8

LARS RIVERA, INC.

Dated: September 28 1955

RECORDED
OCEAN COUNTY CLERK'S
OFFICE

1955 SEP 30 AM 11 54

BOOK
PAGE

OF
CLERK

H. L. Jaffee, Esq.
1150 Springfield Ave.
Irvington, N.J.

[Handwritten signature]

BOOK 1873 PAGE 180

This Indenture, made the Eleventh day of June
in the year One Thousand Nine Hundred and Fifty-five

Witnesseth

HORACE D. BUTTERWORTH

residing at

in the Borough of
Union

of Roselle Park
and State of New Jersey

in the County of
hereinafter referred to as the Grantor

And

JANET C MORRIS, Married

residing in Breton Woods
in the Township of Brick, County of Ocean and State of New 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 consideration -

lawful money of the United States of America, to grantor in hand well and truly paid by
said grantee, at or before the sealing and delivery of these presents, the receipt whereof is
acknowledged, and the said grantor being therewith fully satisfied, contented and paid has
granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents
does give, grant, bargain, sell, alien, release, enfeoff convey and confirm unto the said grantee
assigns, forever, All those certain lots

tracts or parcels of land and premises, hereinafter particularly described, situate, lying
being in the Township of Brick
Ocean State of New Jersey.

BEGINNING at a point in the northerly line of Cedarhurst Road
said point being as magnetic needle points December 1937, South
32° 15' East 490 feet from a monument located at the intersection
of the westerly line of Burton Parkway and the northerly line of
Cedarhurst Road; thence (1) continuing along said northerly line
Cedarhurst Road, South 32° 15' East 60 feet to a point; thence
North 57° 45' East 100 feet to a point in the "Arbitration Line"
thence (3) along said "Arbitration Line", North 32° 15' West 60
to a point; thence (4) South 57° 45' West 100 feet to the point
place of BEGINNING.

Same being the Westerly 1/2 of Lot 108 and all of Lots 109
110 and the Easterly 1/2 of Lot 111 in Block "B", Section 3, on
map entitled "Plan of Lots, Section 3, Breton Woods, 'On the Map
Brick Township, Ocean County, New Jersey,' surveyed December, 1937
by J. D. Humphries, C.E., Point Pleasant, N.J.

Being the same premises conveyed by the Van Ness Corporation
by deed dated July 25, 1941 and recorded in the Ocean County
Office in Book 1127 of Deeds for said County, page 20 &c.

SUBJECT to covenants, conditions and restrictions of record

to
and ad
revers
every p
A
grantor
to
apport
forever

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:

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

On Have and to Hold, all and singular the above described land and premises, with the appurtenances, unto the said grantee, to the proper use, benefit and behoof of the said grantee forever:

And the said grantor

covenants and agrees to and with the grantee, that the said grantor 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 thereto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these premises are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said grantee, 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 grantee 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 grantor, or assigns, or of any other person or persons lawfully claiming or to claim the same.

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

And Also that the said grantor will Warrant, secure, and forever defend the said land and premises unto the said grantee 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; except as aforesaid.

And the said grantor 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 grantee, make, do, and execute or cause to be made, done and executed, all and every such further or other lawful and reasonable acts, conveyances and assurances in the law for the better and more effectually carrying into effect the premises hereby intended to be granted to the grantee forever, as shall be reasonably required.

The neuter gender when used herein shall include all persons and corporations, and words used in singular shall include words in the plural where the text of the instrument so requires.

All the covenants, provisions and conditions herein contained, shall be deemed to be covenants running with the land and shall be for the benefit of and shall bind the grantor, grantee, and their respective heirs, executors, administrators, successors and assigns.

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

Signed, Sealed and Delivered
in the presence of

Horace D. Butterworth
Horace D. Butterworth

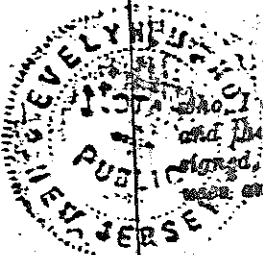
Evelyn M. Kohl
Evelyn M. Kohl



State of New Jersey,

County of Ocean

Be it Remembered, that on this Eleventh day of June in the year of our Lord One Thousand Nine Hundred and Fifty-five, before the subscriber, A Notary Public of the State of New Jersey personally appeared Horace D. Butterworth



who I am satisfied, is the Grantor mentioned in the within instrument, and thereupon he acknowledged that he is the same as signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

Evelyn M. Kohl
Evelyn M. Kohl

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 11, 1956

1935 JUN 30 224

BOOK PAGE

DEED.

HORACE D. BUTTERWORTH

TO

JANET C. MORRIS, Married

DATED June 11, 1935

Received in the
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 _____

Return to: Janet C. Morris
Breton Woods
New Jersey

5-