

This Indenture,

made the SEVENTH

day of MAY in the year One Thousand Nine Hundred and Fifty- EIGHT

Between

RIVIERA BEACH CONSTRUCTION CO.

XXXXXXXXXXXXXXXXXXXX

a corporation organized under the laws of the State of New Jersey, having its principal office in the Township of Brick, in the County of Ocean and State of New Jersey, party of the first part, hereinafter known as the GRANTOR;

And

LAKE RIVIERA, INC. A CORPORATION OF THE STATE OF NEW JERSEY

HAVING ITS OFFICE AT MOORE AND CEDARBRIDGE ROADS IN THE TOWNSHIP OF BRICK

XXXXXXXX

in the County of OCEAN and State of NEW JERSEY

party of the second part, hereinafter known as the GRANTEE:

Witnesseth, That in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, and other good and valuable considerations, the said Grantor does grant, bargain, sell and convey, unto the said Grantee ITS heirs 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.

Being known and designated as Lot Number 5 in Block 446-D-5 on a map entitled Map of Lake Riviera, Section 7, situated in Brick Township, Ocean County, New Jersey, Bernard Chambers & Associates, Surveyors, dated February 1956, and filed in the Ocean County Clerk's Office on March 21, 1956 as Map No. D-320.

This conveyance includes the privilege in favor of the Grantee to use the Recreational Area, as shown on the Revised map of Lake Riviera, Inc. for the purpose of bathing and other recreational purposes, provided that this privilege shall be effective only during such time as the Grantee shall be members in good standing of the Lake Riviera Club, and shall abide by the By-Laws, rules and regulations of said Club.

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This conveyance is made subject to the following restrictions:

The Grantor 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:

- a. No lot shall be used except for residential purposes except those designated for business. 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 stories in height and a private garage of not more than two cars.
- b. No residential structure shall be erected, placed or altered on the above described premises until the building plans, specifications, plot plans and architecture showing the proposed location and construction of such buildings shall have been approved in writing by Lake Riviera, Inc. or a representative designated by it.
The ground floor living area of the main structure, exclusive of one story open porches and garages, shall not be less than 768 square feet.
- c. No residential structure 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 5 feet to any side lot line. No garage other than an attached garage shall be erected nearer than 75 feet to the front property line.
- d. No residential structure shall be erected or placed on any building plot which has an area of less than 7,500 square feet or a width of less than 75 feet at front building setback line, except for
Lots 2, 8, 9, 10, 21, 22 Block 446 D-13
Lots 11, 12 Block 446 D-17
Lots 2, 3, 20, 21, 22, 23, 24 Block 446 D-18
Lots 7, 19, 20 Block 446 D-20
- e. 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.
- f. 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.
- g. No structure of a temporary character, trailer, basement, tent, garage, shack, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- h. 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. This restriction shall not apply to those lots set aside for business purposes.
- i. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil 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 natural gas shall be erected, maintained or permitted upon any lot.
- j. 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.
- k. No lot shall be used or maintained for a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- l. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be permitted to remain 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 a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- m. 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, at which time, said restrictions shall expire unless a majority of the then record owners of the lots shall agree in writing to extend the period of these restrictions.
- n. 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.
- o. 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.
- p. Lots 7 to 22 inclusive in Block 446-D1; lots 1 and 2 in Block 446-D5; lot 13 in Block 446-D22 and lot 7 in Block 446-D19 are hereby designated and set aside as business areas.
- q. The restrictions herein are for the benefit of the remaining lands of the party of the first part and are not to be applicable to other lots except as imposed thereon by the party of the first part.

The foregoing restrictive covenants shall apply only to Section 7 of Lake Riviera, Brick Township, Ocean County, New Jersey, made by Bernard Chambers & Associates, licensed land surveyors, dated February, 1956, and filed in the Clerk's Office of the County of Ocean on Mar. 21, 1956 in Case D-320.

The Grantor, 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 transmitting electric power and telephone and for all other purposes in, on and under said streets.

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 statutory rules and regulations.

BOOK 1892 PAGE 152
To Have and to Hold said premises with the appurtenances, unto the said Grantee ITS heirs and assigns, forever.

RIVIERA BEACH CONSTRUCTION CO.
And the said / ~~late Riviera Beach~~ for itself, its successors and assigns, does

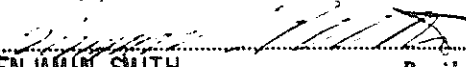
Covenant:

1. That the title to said premises is vested in fee simple absolute in the said Grantor.
2. That Grantor has the right and authority to convey the said premises to the said Grantee.
3. That the Grantee shall have peaceable and quiet possession of the said premises free from all encumbrances, except as aforesaid.
4. That the same are now free and clear of all encumbrances whatsoever, except as aforesaid.
5. That the Grantor will execute such further assurances and conveyances of the said land as may be reasonably required.
6. That the Grantor will WARRANT and DEFEND the premises hereby conveyed against all persons lawfully claiming the same.

RIVIERA BEACH CONSTRUCTION CO.
In Witness Whereof, the said / ~~late Riviera Beach~~ has caused its corporate seal to be hereunto affixed and attested by its Secretary and these presents to be signed by its President, the day and year first above written.

RIVIERA BEACH CONSTRUCTION CO.

~~XXXXXXXXXXXX~~

By  BENJAMIN SMITH President.

ATTEST:


J. GROVER CARTER Secretary.

State of New Jersey
County of Ocean } ss.:

Be it Remembered, that on this SEVENTH. day of MAY

in the year of our Lord, One Thousand Nine Hundred and Fifty - EIGHT, before me,

the subscriber, a NOTARY PUBLIC OF THE STATE OF NEW JERSEY

personally appeared J. GROVER CARTER

who, being by me duly sworn on h.i.s. oath, doth depose and make proof to my satisfaction, that H. is

RIVIERA BEACH CONSTRUCTION CO.
is the Secretary of ~~late Riviera Beach~~, the Grantor named in the within instrument;

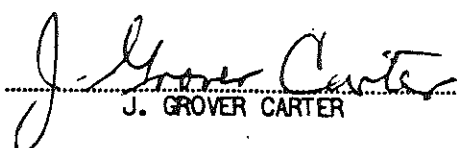
that BENJAMIN SMITH is the

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 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 h.i.s. name thereto as witness.

Subscribed and subscribed before me the date aforesaid.


HELEN C. SCHAEFER

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 7, 1962


J. GROVER CARTER

RED.

1959 MAY -3 PM 1:07

BOOK PAGE OF

DEED.

RIVIERA BEACH CONSTRUCTION CO.
XXXXXXXXXXXX
a Corporation of the State of New Jersey

TO
LAKE RIVIERA, INC.
A CORPORATION OF THE STATE OF
NEW JERSEY

DATED MAY 7TH, 19 58

Received in the Clerk's Office of the County of

Ocean, Toms River, N. J., on the

day of AD., 19 .

at o'clock, in the

noon and Recorded in Book

of DEEDS for said County, on page

611. Toms River, N. J.

Return To: LAKE RIVIERA, INC.
Box 349 - RIVIERA BEACH, N. J.

BOOK 1898 PAGE 424
This Indenture made the **Thirtieth** day of **May**

in the year One Thousand Nine Hundred and Fifty-Eight

Between **THOMAS P. O'HANLON and VERONICA O'HANLON, his wife,**

residing at **6116 Jackson Street**
in the **Town** of **West New York** in the County of
Hudson and State of **New Jersey** hereinafter referred to as the Grantor;

And **LAKE RIVIERA, INC.,**

A Corporation of the State of New Jersey having its principal office in the
Township of Brick in the County of Ocean and State of New Jersey,

hereinafter referred to as the Grantee:

Witnesseth, That the said grantor, 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 grantor 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 presents
does give, grant, bargain, sell, alien, release, enfeoff convey and confirm unto the said grantee
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 State of **New Jersey**.

Being known and designated as Lot Number 7 in Block 383-D-6 on a certain
map entitled "Map of Lake Riviera, Section 5, situated in Brick Township, Ocean
County, New Jersey, Bernard Chambers & Associates, Surveyors, dated December, 1956,
and filed in the Ocean County Clerk's Office on February 7, 1957 as Map No. C-54.

Subject to zoning ordinances and to restrictions of record.

Being the same premises conveyed to the said grantors by the said Grantee
by deed dated June 7, 1957 and recorded on June 12, 1957 in Book 1818 of Deeds for
Ocean County, page 17.

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BOOK 1898 PAGE 425

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and 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,

To 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

certainly 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 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 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 disturbances 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.

In Witness Whereof, the said grantor s
on the day and year first above written.

hereunto set their hands and

Signed, Sealed and Delivered)

in the presence of

Thomas P. O'Hanlon
THOMAS P. O'HANLON



Nicholas A. Ciuffi
NICHOLAS A. CIUFFI

Veronica O'Hanlon
VERONICA O'HANLON



No Revenue Stamps needed

STATE OF NEW JERSEY,

COUNTY OF OCEAN

ss.:

Be it Remembered, that on this Thirty-First day of May, in the year of our Lord One thousand Nine Hundred and Fifty-Eight, before me, the subscriber, AN ATTORNEY AT LAW OF NEW JERSEY, personally appeared THOMAS P. O'HANLON and VERONICA O'HANLON, his wife,

who, I am satisfied, are the Grantors mentioned in the within instrument, and thereupon they acknowledged that they act and deed, for the uses and purposes therein expressed.

Nicholas A. Ciuffi
NICHOLAS A. CIUFFI
AN ATTORNEY AT LAW OF NEW JERSEY

State of New Jersey,

County of

ss. :

Be it Remembered, that on this day of in the year of our Lord, One thousand nine hundred and the subscriber, personally appeared

day of

, before me,

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

that the named in the within Instrument; 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 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.

Sworn to and subscribed before me, at the date aforesaid.

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THOMAS P. O'HANLON and VERONICA O'HANLON, his wife,

TO

LAKE RIVIERA, INC., A Corporation of New Jersey

DATED May 31st 1958

Received in the Office of the County of N. J.

on the day of A. D., 19 , at o'clock, in the noon and Recorded in Book of DEEDS for said

County, on page

PLEASE RECORD AND RETURN TO: LAKE RIVIERA, INC. BOX 349 RIVIERA BEACH, N.J.

RECORDED OCEAN COUNTY CLERK'S OFFICE

1958 JUN-5 PM 1:25

BOOK PAGE OF David K. Butler CLERK

Book 1699 Page 169

This Indenture,

Made the Twenty-ninth day of May in the year of Our Lord One Thousand Nine Hundred and Fifty-eight

Between

LAKE RIVIERA, INC., a corporation of the State of New Jersey, having its principal office at Brick Township, Ocean County, New Jersey,

party of the first part, and

LAKE RIVIERA BEACH CLUB, a corporation of the State of New Jersey, having its principal office at Brick Township, Ocean County, 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 good and valuable considerations,

lawful money of the United States of America,

to it in hand paid by the said party of the second part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged: ha S remised, released, and forever Quit-Claimed, and by these presents do remise, release, and forever Quit-Claim unto the said party of the second part, and to its successors and assigns forever, All that certain 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.

BEING part of the "Area Reserved for Recreation" as shown on the Revised Map of Lake Riviera, located at Ocean County, New Jersey, surveyed by Bernard Chambers, licensed land surveyor, dated August, 1954 and filed in the Ocean County Clerk's Office, Toms River, New Jersey on August 24, 1954 in Case No. A-363.

BEGINNING at a point in the northerly line of Lake Shore Drive where the same is intersected by the southerly line of Lot No. 1 in Block B as shown on the aforesaid map, and running thence (1) north 50 degrees 00 minutes east, along said southerly line of Lot No. 1 in Block B, a distance of 180 feet, more or less, to the shore line of Lake Riviera; thence (2) reverting back to the point of beginning, and running southeasterly along the northerly line of Lake Shore Drive, on a course of south 65 degrees 00 minutes 30 seconds east, a distance of 90.74 feet to a point of curve in same; thence (3) along the arc of a curve curving to the right, having a radius of 144.28 feet, a distance of 140.70 feet to a point of tangency in same; thence (4) south 09 degrees 08 minutes east, along the easterly line of Lake Shore Drive, a distance of 253.25 feet to a point of curve in same; thence (5) along the arc of a curve curving to the left, having a radius of 45.64 feet, a distance of 75.85 feet to a point of tangency in same; thence (6) north 75 degrees 39 minutes east, along the northerly line of Lake Shore Drive, a distance of 346 feet to a point, said point being the intersection of the northerly line of Lake Shore Drive and the westerly line of Dartmouth Court as shown on a map entitled "Revised Map of Part of Lake Riviera, Section Eight and Portion of Section One Block B, Brick Township, Ocean Co., New Jersey", dated December 10, 1957, made by Bernard Chambers & Associates, Engineers and Surveyors, and filed in the Ocean County Clerk's Office on January 24, 1958 in Case No. B-76;

BOOK 1889 PAGE 170

thence (7) north 32 degrees 00 minutes east, partly along the westerly line of said Dartmouth Court and partly along an extension of same, a distance of 270 feet to a concrete bulkhead on the shore of Lake Riviera; thence (8) northwesterly, along the westerly shore line of Lake Riviera, be the distance what it may, to the ending point of the first course herein, and there to end.

IT being the intent and purpose of this conveyance to correct and clarify the description of the land and premises heretofore conveyed by Lake Riviera, Inc. to Lake Riviera Beach Club, as an area reserved for recreation by deed dated August 18, 1956 and recorded in the Ocean County Clerk's Office in Book 1751 of Deeds at page 350, and by deed dated January 24, 1958 and recorded in said Clerk's Office in Book 1872 of Deeds at page 190.

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Book 1899 - 171

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 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 mentioned and described 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.

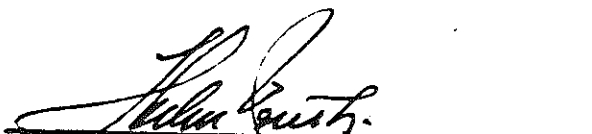
In Witness Whereof, the said party of the first part has hereunto set its hand and seal ~~the day and date above written~~ or caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed, the day and year first above written.

~~Witness my hand and seal~~

LAKE RIVIERA, INC.

ATTEST:


Benjamin Smith, Secretary


Theodore Smith, President

ACKNOWLEDGMENT.—CORPORATION.—492 C.

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THE CHESHOLM PRINTING COMPANY, 408 PEARL ST., N. Y.

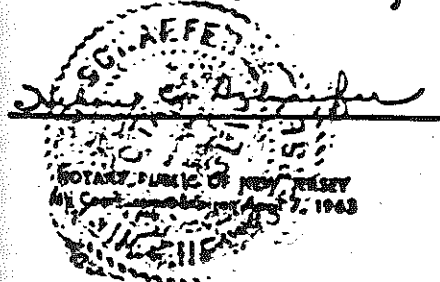
State of New Jersey, } ss:
County of OCEAN

Be it remembered, That on this Twenty-ninth day of May, Nineteen hundred and Fifty-eight before me the subscriber, a personally appeared Benjamin Smith who being by me duly sworn on his oath, says that he is the Secretary of LAKE RIVIERA, INC. the grantor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by Theodore Smith

who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed before me
at Brick Township N.J.
the date aforesaid


Benjamin Smith



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CLERK'S OFFICE
JUN 1-6 PM 3:27
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Deed.
BOOK PAGE
OF LAKE RIVIERA, INC.
LAWSON & SONS
CLERK

TO
LAKE RIVIERA BEACH CLUB

Dated May 29, 1958

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

Record and return to:
Lake Riviera Beach Club
P.O. Box 302
Atlantic City, New Jersey