

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, OCEAN COUNTY
DOCKET NO. C-2498-59

LAKE RIVIERA, INC., a
corporation of the State of
New Jersey,

Plaintiff,

-vs-

W. ARNOLD SINDER and
MAY SINDER, his wife,

Defendants.

Civil Action

FINAL JUDGMENT

This matter being opened to the Court by Haines & Schuman, Esquires, Attorneys for Plaintiff, by Edward W. Haines, Esquire, and it appearing that jurisdiction of the defendants, W. Arnold Sinder and May Sinder, his wife, has been obtained by publication of Notice and mailing thereof according to law and the rules of this Court; and it appearing that the defendants have not answered or otherwise moved within the time required by law, but have wholly failed and neglected so to do, and the time not having been extended, and the default of the defendants being duly noted;

And it further appearing that plaintiff has submitted proof of the allegations of its complaint by affidavit as permitted by the Court under R.R. 4:80-4 whereby it appears that plaintiff has been in peaceable possession of the lands described in the Complaint and entitled to maintain this action to settle the title and clear up all disputes and doubts concerning the same and it appearing to the Court that the plaintiff is entitled to the relief sought in its Complaint;

It is, on this 24th day of August, 1960,
ADJUDGED by the Superior Court, Chancery Division, that the
defendants, W. Arnold Sinder and May Sinder, his wife, have no
estate or interest in or encumbrance or lien upon the lands
and premises hereinafter described or any part thereof.

It is further ADJUDGED that, as to all of the said
lands described in the Complaint, to wit:

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

BEING Lot #31, Block 11, Section 2, as shown on
Map of Lakewood Annex made by Herbert Burdge,
duly filed in the Ocean County Clerk's Office;

so far as relates to any claim thereon by or on behalf of the
said defendants, W. Arnold Sinder and May Sinder, his wife, the
title of the plaintiff, Lake Riviera, Inc. in and to the same
and every part thereof is hereby determined, fixed and settled
and declared to be good.

Erwin F. Pennell
J. & C.

(Assigned)

I, L. GRANT SCOTT, Clerk of the Superior Court of New Jersey,
the same being a Court of Record, do hereby certify that the foregoing
is a true copy of the *Final Judgment*
now on the files of my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed the seal of said Court, at Trenton, this 26th day of
August, Nineteen hundred and 60.

L. Grant Scott

Clerk.

Filed 93

SUPERIOR COURT OF NEW JERSEY
GRANERY DIVISION, OCEAN COUNTY
DOCKET NO. C-2498-59

LAKE RIVIERA, INC., a
corporation of the State of
New Jersey.

Plaintiff,

-vs-

W. ARNOLD SINDER and
MAY SINDER, his wife,

Defendants.

Civil Action
FINAL JUDGMENT

HAINES & SCHUMAN
COUNSELLORS AT LAW
212 WASHINGTON STREET
TOMB RIVER, N. J.

Attorneys for Plaintiff.

ORIGINAL FILED

Aug 24 1960
L. Grant Scott
Clerk

FILED

AUG 24 1960

John A. Hennell

J. S. C. TEMPORARILY ASSIGNED

Photostated

Micro-filmed

Indexed

Abstracted

This Indenture made the **TWENTY - SECOND**

BOOK 2106 PAGE 435

day of **OCTOBER** in the year **One Thousand Nine Hundred and Sixty-**

Between

DUQUESNE BUILDERS, INC.

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

~~residing at~~ HAVING ITS PRINCIPAL OFFICE AT 550 MOORE ROAD IN THE TOWNSHIP OF BRICK 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 18 in Block 446-D-18 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.

This conveyance is made subject to the following restrictions:

The Grantee 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 Duquesne Builders, 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. Invalidity 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 telephones and for all other purposes in, on and under said streets.

This conveyance is 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.

To Have and to Hold said premises with the appurtenances, unto the said Grantee heirs and assigns, forever.

And the said Duquesne Builders, Inc., 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.

In Witness Whereof, the said Duquesne Builders, Inc., 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.

DUQUESNE BUILDERS, INC.

By Theodore Smith
THEODORE SMITH President.



ROBERT A. SMITH Secretary.

State of New Jersey }
County of Ocean } ss:

We it Rememered, that on this TWENTY-SECOND day of OCTOBER in the year One Thousand Nine Hundred and Sixty, before me, the subscriber, a NOTARY PUBLIC OF THE STATE OF NEW JERSEY personally appeared ROBERT A. SMITH who, being by me duly sworn on h. 19 oath, doth depose and make proof to my satisfaction, that He is the Secretary of DUQUESNE BUILDERS, INC., the Grantor named in the within instrument; that THEODORE 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 his name thereto as witness.



Sworn to and subscribed before me this
Paul F. Groppe
NOTARY PUBLIC OF NEW JERSEY
My Commission expires Jan. 1, 1935

Theodore Smith
THEODORE SMITH

21500

Deed.

DUQUESNE BUILDERS, INC.
a Corporation of the State of New Jersey

TO

LAKE RIVIERA, INC.

A CORPORATION OF THE STATE OF NEW JERSEY

DATED OCTOBER 22ND, 1960 .

Received in the Clerk's Office of the County

of Ocean, Toms River, 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

Return To: **LAKE RIVIERA, INC.**

350 Mount Road

Bayview, Toms River, N. J.

RECORDED
OCEAN COUNTY CLERK'S
OFFICE

1963 NOV 13 10 15 46

BOOK 2100 PAGE 438
OF DEEDS
CLERK

Edward K. Kelly

Photostated
Micro-filmed
Indexed
Abstracted