

General Land Abstract Company

One Gateway Center
Suite 2503
Newark, NJ 07102-5311
Telephone: (973) 621-7400
Fax: (973) 621-7488

February 27, 2004

John J. Hughes, Esq.
Hughes and Finnerty, P.C.
25 West 8th Street
P.O. Box 65
Bayonne, NJ 07002

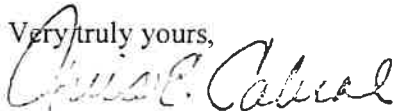
Reference: 408809
Sullivan to Gomez
66 West Fifty-fourth Street
Bayonne New Jersey

Dear Mr. Hughes:

With reference to the above captioned matter, enclosed please find copy of Owners Policy. The original Owners Policy was sent directly to the homeowner.

If you should require anything additional, please do not hesitate to contact this Office.

Very truly yours,



POLICY DEPARTMENT
spf

Enclosure(s)

cc: Luis A. Gomez and Angel Rivas
1105 Avenue C
Bayonne, NJ 07002
(w/Original Owners Policy)

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This privacy policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estates services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

GENERAL LAND ABSTRACT COMPANY

PRIVACY POLICY

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FANJ 1490-RA
New Jersey Land Title Insurance Rating Bureau
NJR 1-14 (Eff. 6/1/99)
spf

**FIRST AMERICAN TITLE INSURANCE COMPANY
EAGLE ENHANCED COVERAGE
HOMEOWNER'S POLICY OF TITLE INSURANCE
FOR A ONE-TO-FOUR FAMILY RESIDENCE**

SCHEDULE A

POLICY NUMBER : REO10139510
Policy Amount: \$270,000.00

Premium: \$1,446.00

Date of Policy: August 18, 2003

Office File Number: 133 GLA 408809

1. Name of Insured:

Luis A. Gomez and Angel Rivas

2. Title to the estate or interest in the land is vested in the insured:

By deed from Maria Sullivan, dated 05/16/2003 and recorded 08/18/2003, in the Hudson County Clerk/Register's Office in Deed Book 7112, Page 187.

3. The estate or interest in the land which is covered by this Policy is:

Fee Simple

4. The land referred to in this Policy is in the City of Bayonne, County of Hudson State of New Jersey and is described as follows:

SEE DESCRIPTION PAGE ATTACHED

Issued by:
General Land Abstract Company
One Gateway Center
Suite 2503
Newark, NJ 07102-5311
Telephone: (973) 621-7400
Fax: (973) 621-7488

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A CONTINUED

Street Address of the Land: 66 West Fifty-fourth Street

Deductible Amounts and Maximum Dollar Limits of Liability for Covered Risk 14, 15, 16 and 18:

	<u>Your Deductible:</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

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FANJ 1490-RA
New Jersey Land Title Insurance Rating Bureau
NJRB 1-14 (Eff. 6/1/99)
spf

Policy Number: REO10139510

DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Bayonne, County of Hudson State of New Jersey.

BEGINNING at a point in the southwesterly line of West 54th Street, distant 110.00 feet northwesterly from the intersection formed by the northwesterly line of Avenue C with the southwesterly line of West 54th Street and running thence:

- (1) North 47 degrees 40 minutes West and along the southwesterly line of West 54th Street a distance of 25.00 feet to a point, thence
- (2) South 42 degrees 20 minutes West and parallel to Avenue C a distance of 100.00 feet to a point, thence
- (3) South 47 degrees 40 minutes East and parallel to West 54th Street a distance of 25.00 feet to a point, thence
- (4) North 42 degrees 20 minutes East and parallel to Avenue C a distance of 100.00 feet to a point in the southwesterly line of West 54th Street, said point being the point or place of BEGINNING.

The above description is drawn in accordance with a survey made by Caulfield Associates dated May 13, 2003.

NOTE FOR INFORMATION ONLY: Being Lot(s) 29, Block 34, Tax Map of the City of Bayonne, County of Hudson.

Issued by:
General Land Abstract Company
One Gateway Center
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FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE B

Policy Number REO10139510

In addition to the exclusions, you are not insured against loss, costs, attorneys' fees and expenses resulting from :

1. Easements, encroachments, overlaps boundary line disputes, or other matters affecting title which a survey would disclose, and which are not shown by the public record.
2. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Same will appear on Fee Policy only.)
3. TAXES: Certified as paid through second quarter 2003. Subject to added taxes for additional construction or improvements, if any, pursuant to Chapter 397 of the Laws of 1941, amendments and supplements thereto.

COUNTERSIGNED



Authorized Signature

Issued by:
General Land Abstract Company
One Gateway Center Suite 2503
Newark, NJ 07102-5311
Telephone: (973) 621-7400
Fax: (973) 621-7488

FIRST AMERICAN TITLE INSURANCE COMPANY

SURVEY ENDORSEMENT

File No. 408809

Policy Number REO10139510

Exception number 1 in Schedule B is removed. Unless an exception is taken in Schedule B, the policy insures against loss arising from easements, encroachments, overlaps, and boundary line disputes. The following matters shown on a survey/survey certificate made by Caulfield Associates dated May 13, 2003 are added to Schedule B:

Mislocation of fences.

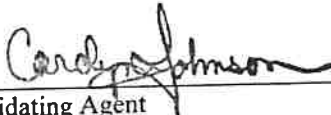
The policy does not insure against errors or inaccuracies in the survey with respect to matters which do not affect title.

This endorsement is made a part of the policy or commitment. It is subject to all the terms of the commitment or policy and prior endorsements thereto. Except as expressly stated on this endorsement, the terms, dates and amount of commitment and prior endorsements are not changed.

DATED: August 18, 2003

Countersigned:

By



Officer or Validating Agent

FIRST AMERICAN TITLE INSURANCE COMPANY

TITLE INSURANCE COMMITMENT

File Number: 133 GLA 408809

SCHEDULE C LEGAL DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Bayonne, County of Hudson, State of New Jersey:

BEGINNING at a point in the southwesterly line of West 54th Street, distant 110.00 feet northwesterly from the intersection formed by the northwesterly line of Avenue C with the southwesterly line of West 54th Street and running thence:

- (1) North 47 degrees 40 minutes West and along the southwesterly line of West 54th Street a distance of 25.00 feet to a point, thence
- (2) South 42 degrees 20 minutes West and parallel to Avenue C a distance of 100.00 feet to a point, thence
- (3) South 47 degrees 40 minutes East and parallel to West 54th Street a distance of 25.00 feet to a point, thence
- (4) North 42 degrees 20 minutes East and parallel to Avenue C a distance of 100.00 feet to a point in the southwesterly line of West 54th Street, said point being the point or place of BEGINNING.

The above description is drawn in accordance with a survey made by Caulfield Associates dated May 13, 2003.

NOTE FOR INFORMATION ONLY: Being Lot(s) 29, Block 34, Tax Map of the City of Bayonne, County of Hudson.

A COPY OF THIS DEED HAS
BEEN SENT TO ASSESSOR'S OFFICE

BK:07112 PG:00188

Issued by:
General Land Abstract Company
One Gateway Center
Suite 2503
Newark, NJ 07102-5311
Telephone: (973) 621-7400 Fax: (973) 621-7488

NEW JERSEY TITLE INSURANCE COMPANY

TITLE INSURANCE COMMITMENT

File Number: 133 GLA 400758

SCHEDULE C LEGAL DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Bayonne, County of Hudson, State of New Jersey:

Commencing at a point on the northwesterly side of Avenue C, distant northeasterly 125 feet from the northeasterly side of West 53rd Street; thence running

- (1) Northwesterly parallel with West 53rd Street, 110 feet to a point, thence
- (2) Northeasterly parallel with said Avenue C, 25 feet to a point, thence
- (3) Southeasterly parallel with said West 53rd Street, 110 feet to said Avenue C; thence
- (4) Southwesterly along said Avenue C, 25 feet to the point or place of beginning.

NOTE FOR INFORMATION ONLY: Being Lot(s) 34, Block 27, Tax Map of the City of Bayonne, County of Hudson.

A COPY OF THIS DEED HAS
BEEN SENT TO ASSESSOR'S OFFICE

Issued by:
General Land Abstract Company
One Gateway Center
Newark, NJ 07102-5311
Telephone: (973) 621-7400
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ALTA Commitment - Schedule A, B1 & B2

BK 5895 PG 303

General Land Abstract Company

One Gateway Center
Suite 2503
Newark, NJ 07102-5311
Telephone: (973) 621-7400
Fax: (973) 621-7488

December 18, 2002

John J. Hughes, Esq.
Hughes and Finnerty, P.C.
846 Broadway
P.O. Box 65
Bayonne, NJ 07002

Reference: 404048
Jackson to Di-Pa, L.L.C.
1099 Avenue C
Bayonne New Jersey

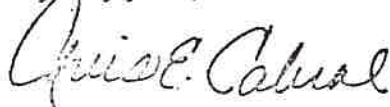
Dear Mr. Hughes:

With reference to the above captioned matter, enclosed please find copy of Owner's Policy and Loan Policy.

Please be advised that by copy of this letter we have forwarded the original Loan Policy directly to the lender and the original Owners Policy directly to the homeowner.

If you should require additional information, please advise.

Very truly yours,



POLICY DEPARTMENT

nw
Enclosures

cc: Di-Pa LLC
c/o DaNoi Restaurant
1105 Avenue C
Bayonne, NJ 07002
(WITH ORIGINAL OWNERS POLICY)

General Land Abstract Company

One Gateway Center
Suite 2503
Newark, NJ 07102-5311
Telephone: (973) 621-7400
Fax: (973) 621-7488

cc: Bayonne Community Bank
860 Broadway
Bayonne, NJ 07002
Attn: Post Closing Dept.
(WITH ORIGINAL LOAN POLICY)

Very truly yours,


Colleen C. Quinn
Title Department

nw

Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

EAGLE Protection Owner's Policy FOR A ONE-TO-FOUR FAMILY RESIDENCE

OWNER'S COVERAGE STATEMENT

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy, resulting from the Covered Risks set forth below, if the Land is an improved residential lot on which there is located a one-to-four family residence and each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated, after the Policy Date.

Your insurance is limited by all of the following

- The Policy Amount shown in Schedule A
- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- Exclusions on page 2
- Conditions on page 2 and 3

COVERED RISKS

The Covered Risks are

- 1 Someone else owns an interest in Your Title
- 2 Someone else has rights affecting Your Title arising out of leases, contracts, or options
- 3 Someone else claims to have rights affecting Your Title arising out of forgery or impersonation
- 4 Someone else has an easement on the Land
- 5 Someone else has a right to limit Your use of the Land
- 6 Your Title is defective
- 7 Any of Covered Risks 1 through 6 occurring after the Policy Date
- 8 Someone else has a lien on Your Title, including a:
 - a Mortgage;
 - b judgment, state or federal tax lien, or special assessment;
 - c charge by a homeowner's or condominium association; or
 - d lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date
- 9 Someone else has an encumbrance on Your Title
- 10 Someone else claims to have rights affecting Your Title arising out of fraud, duress, incompetency or incapacity
- 11 You do not have both actual vehicular and pedestrian access to and from the Land, based upon a legal right
- 12 You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B
- 13 Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B
- 14 Because of an existing violation of a subdivision law or regulation affecting the Land
 - a You are unable to obtain a building permit;
 - b You are forced to correct or remove the violation; or
 - c someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on itThe amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- 15 You are forced to remove or remedy Your existing structures, or any part of them — other than boundary walls or fences — because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

- 16 You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- 17 You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation
- 18 You are forced to remove Your existing structures because they encroach onto Your neighbor's Land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- 19 Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land
- 20 You are forced to remove Your existing structures because they encroach onto an easement or over a building set-back line, even if the easement or building set back line is excepted in Schedule B
- 21 Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the Land, even if the easement is excepted in Schedule B
- 22 Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B
- 23 Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin
- 24 A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date
- 25 Your neighbor builds any structures after the Policy Date — other than boundary walls or fences — which encroach onto the Land
- 26 Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it
- 27 A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded
- 28 The residence with the address shown in Schedule A is not located on the Land at the Policy Date
- 29 The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

We can end Our duty to defend Your Title under paragraph 4 of the Conditions

This Policy is not complete without Schedules A and B.



Issued by:
GENERAL LAND ABSTRACT COMPANY
ONE GATEWAY CENTER, SUITE 2503
NEWARK, NJ 07102-5311
(973) 621-7400 / (973) 621-7488 FAX

**REO 117462**

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FANJ 1490-RA
New Jersey Land Title Insurance Rating Bureau
NJRB 1-14 (Eff. 6/1/99)
nw

**FIRST AMERICAN TITLE INSURANCE COMPANY
EAGLE ENHANCED COVERAGE
HOMEOWNER'S POLICY OF TITLE INSURANCE
FOR A ONE-TO-FOUR FAMILY RESIDENCE**

SCHEDULE A

POLICY NUMBER : REO117462
Amount of Insurance: \$235,000.00

Premium: \$1,278.00

Date of Policy: September 10, 2002

Office File Number: 133 GLA 404048

1. Name of Insured:

Di-Pa, L.L.C.

2. Title to the estate or interest in the land is vested in the insured:

By deed from William Jerome Jackson, dated 07/30/2002 and recorded 09/10/2002, in the Hudson County Clerk/Register's Office in Deed Book 6043, Page 145.

3. The estate or interest in the land which is covered by this Policy is:

Fee Simple

4. The land referred to in this Policy is in the City of Bayonne, County of Hudson State of New Jersey and is described as follows:

SEE DESCRIPTION PAGE ATTACHED

Street Address of the Land: 1099 Avenue C

Deductible Amounts and Maximum Dollar Limits of Liability for Covered Risk 14, 15, 16 and 18: Covered Risk 14: Your Deductible Amount: 1% of Policy Amount or \$2,500.00 (whichever is less) Our Maximum Dollar Limit of Liability: \$10,000.00. Covered Risk 15: Your Deductible Amount: 1% of Policy Amount or \$5,000.00 (whichever is less) Our Maximum Dollar Limit of Liability: \$25,000.00. Covered Risk 16: Your Deductible Amount: 1% of Policy Amount or \$5,000.00 (whichever is less) Our Maximum Dollar Limit of Liability: \$25,000.00. Covered Risk 18: Your Deductible Amount: 1% of Policy Amount Or \$2,500.00 (whichever is less) Our Maximum Dollar Limit of Liability: \$5,000.00.

Issued by:
General Land Abstract Company
One Gateway Center
Suite 2503
Newark, NJ 07102-5311
Telephone: (973) 621-7400
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FANJ 1490-RA
New Jersey Land Title Insurance Rating Bureau
NJRB 1-14 (Eff. 6/1/99)
nw

Policy Number: REO117462

DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Bayonne, County of Hudson State of New Jersey.

BEGINNING at a point in the northwesterly side of Avenue "C" said point being distant 75.00 feet southerly from the intersection said northwesterly side of Avenue "C" with the southerly side of West 54th Street and from said BEGINNING point; running thence

- 1) Along the northwesterly side of Avenue "C", South 42 degrees 20 minutes 26 seconds West, to a point; thence
- 2) North 47 degrees 40 minutes 00 seconds West, 110.00 feet to a point; thence
- 3) North 42 degrees 20 minutes 26 seconds East, 25.00 feet to a point; thence
- 4) South 47 degrees 40 minutes 00 seconds East, 110.00 feet to the northwesterly side of Avenue "C", the point and place of BEGINNING.

The above description is drawn in accordance with a survey made by Professional Planning & Engineering Corp. dated May 31, 2002.

NOTE FOR INFORMATION ONLY: Being Lot(s) 26, Block 34, Tax Map of the City of Bayonne, County of Hudson.

Issued by:
General Land Abstract Company
One Gateway Center
Suite 2503
Newark, NJ 07102-5311
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FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE B

Policy Number REO117462

In addition to the exclusions, you are not insured against loss, costs, attorneys' fees and expenses resulting from :

1. Easements, encroachments, overlaps boundary line disputes, or other matters affecting title which a survey would disclose, and which are not shown by the public record.
2. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Same will appear on Fee Policy only.)
3. Subject to and together with right of way as set forth in Deed Book 2491 Page 317 and Deed Book 3205 Page 880.
4. Subject to rights of adjacent owner in party wall providing support common to building on subject premises and that on adjacent premises.
5. TAXES: Certified as paid through Third quarter 2002. Subject to added taxes for additional construction or improvements, if any, pursuant to Chapter 397 of the Laws of 1941, amendments and supplements thereto.
6. Mortgage made by Di-Pa, L.L.C., to Bayonne Community Bank, dated 07/30/2002, recorded 09/10/2002 in the Hudson County Clerk/Register's Office in Mortgage Book 9205, Page 73 in the amount of \$176,250.00.
7. Assignment of Leases and Rents recorded September 10, 2002 in Mortgage Book 9205 Page 77.

COUNTERSIGNED


Authorized Signature

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FIRST AMERICAN TITLE INSURANCE COMPANY

SURVEY ENDORSEMENT

File No. 404048

Policy Number REO117462

Exception number 1 in Schedule B is removed. Unless an exception is taken in Schedule B, the policy insures against loss arising from easements, encroachments, overlaps, and boundary line disputes. The following matters shown on a survey/survey certificate made by Professional Planning & Engineering Corp. dated May 31, 2002 are added to Schedule B:

- a) Mislocation of fences.
- b) Concrete pad encroaching over southwesterly title line onto southwesterly adjacent lot.
- c) "Bilco" door encroaching into right of way of Avenue "C".

The policy does not insure against errors or inaccuracies in the survey with respect to matters which do not affect title.

This endorsement is made a part of the policy or commitment. It is subject to all the terms of the commitment or policy and prior endorsements thereto. Except as expressly stated on this endorsement, the terms, dates and amount of commitment and prior endorsements are not changed.

DATED: September 10, 2002

Countersigned:



By _____
Officer or Validating Agent

EXHIBIT A

BOROUGH OF FAIR LAWN

Denial Letter

BERGEN COUNTY NEW JERSEY

To: The Zoning Board of Adjustments

The Zoning Officer Has this Day Denied A: Construction Permit/Cert. of Occupancy

Owners Name: Jacob and Donna Taylor

Agent's Name:

Property Address: 5-19 Hazel Place

Block: 4413 Lot: 8 Zone: R-1-3 Single Family 2 Family
 Multi-Family Other

Reasons for Denial:

Proposed 12' x 26' in ground pool would have a rear yard setback of 5.5' where 10' is required. Would have a side yard setback on the southern side 4' where 10' is required. Proposed patio would be 18" from the side yard setback on the south side where 4' is required. Would increase the impervious coverage from 35% to 43.6% where 35% is permitted as per Borough Ordinance 125-37 and 125-12 Schedule of area yard and building requirements.

Other variances and waivers may be required for this application

Ann Peck

Dated: September 24, 2021

Ann Peck
Assistant Zoning Officer

Approved Denied Withdrawn by applicant

Zoning Board Secretary _____
Signature

Zoning Officer _____
Signature

Date: _____

**§ 125-37. Swimming pools, tennis courts and similar private recreational facilities.
[Amended 10-22-2002 by Ord. No. 1927-2002; 5-15-2018 by Ord. No. 2464-2018]**

The following regulations shall apply to swimming pools, tennis courts and similar recreational facilities that are accessory to a residential use:

- A. Said use shall be located on the same lot as the principal structure and only in the side or rear yard.
- B. Said use shall comply with the minimum side yard requirements for principal structures.
- C. Said use shall be screened to minimize any adverse impact on adjoining properties.
- D. All swimming pools, hot tubs/spas shall be enclosed by a permanent fence or barrier as set forth in § 125-38 and the New Jersey adopted Building Code.
- E. In all residential districts, the rear yard setback for aboveground pools shall be five feet. Aboveground swimming pools shall not be placed in a front yard or within side yard setbacks. **[Amended 5-15-2018 by Ord. No. 2464-2018; 6-9-2020 by Ord. No. 2548-2020]**
- F. Chain link fences are permitted around a tennis court, provided that such fences do not exceed 12 feet in height and the dimensions of the fenced area are no more than are 60 feet by 120 feet.