

077684
DEED

Ed. Hoffman & Co. Neenapaulin, N.J.
THE CHESHOLM PRINTING COMPANY 225 VARICK ST. N. Y. 10014
600 Valley Road, Wayne, N.J. 07470

Handwritten:
6/27/53
R31
4/20/53

This Indenture,

Made the 4th day of November, in the year of our Lord One Thousand Nine Hundred and Sixty Nine

Between RUSSELL W. THATCHER and LAURA S. THATCHER, his wife, of South Shore Drive,

of the Township of Wantage in the County of Sussex and State of New Jersey,

party of the first part

and NEEPAULIN COMMUNITY, INC., a corporation of the State of

New Jersey, with its registered office at 600 Valley Road, Wayne, New Jersey,

party of the second part,

Witnesseth That the said party of the first part, for and in consideration of

Seventy Five Thousand (\$75,000.00) dollars

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 thereunto 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 Wantage in the County of Sussex and State of New Jersey.**

FIRST PARCEL

All those certain lots, tracts, or parcels of land situate, lying and being in the Township of Wantage, County of Sussex and State of New Jersey, designated and laid down on a certain map entitled, "Plan of Lake Neepaulin, Section Four, situated in the Township of Wantage, Sussex County, New Jersey, dated April, 1957, Scale 1" equals 100', Waldo J. Clarke, Professional Engineer and Land Surveyor", which map was filed in the Sussex County Clerk's Office on July 17, 1957, as registered map No. 340C and more particularly laid down as follows: Lots 11 A & B, 12 A & B, 13 A & B, and 14 A & B in Block R-47, together with the swimming pool, wading pool and beach house built thereon, and together with Lots 10 B, 15 A & B, and 16 A & B in Block R-47.

SECOND PARCEL

Being Lots 18 A & B, 19 A & B and 24 A & B, in Block R-18, Section 1, as shown on map entitled "Plan of Lake Neepaulin, Section One, situated in the Township of Wantage, County of Sussex, N. J., Scale 1" equals 100', July 1, 1955, Waldo J. Clarke, Professional Engineer and Land Surveyor", which map was filed in the Sussex County Clerk's Office on October 5, 1955 as registered Map No. 340, together with the unplotted areas as shown on said map lying between Lots 19 A & B and 24 A & B, and more particularly described as follows: Beginning at the northwesterly corner of Lot 24 B on the easterly right of way line of South Shore Drive thence from said beginning running (1) along the northerly line of Lot 24 B, North 64 degrees 11 minutes 30 seconds East 108 feet, more or less, to the shore of Lake Neepaulin, thence (2) along the meander of the shore of Lake Neepaulin in a general northerly direction to the southeasterly corner of Lot 19A; thence (3) along the southerly line of 19 A, North 84 degrees 00 minutes

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West 121 feet, more or less, to the Southwesterly corner of Lot 19 A and the easterly right of way line of South Shore Drive; thence (4) along the easterly right of way line of South Shore Drive South 8 degrees 57 minutes 30 seconds East 33.6 feet to a monument; thence (5) still along the easterly right of way line of South Shore Drive South 25 degrees 47 minutes 30 seconds East 195 feet, more or less, to the point and place of beginning. The second parcel is known and designated as the "Beach Lot".

THIRD PARCEL

All that unplotted area between Lots 39 A & B and 40 A & B, in Block R-31 shown on map entitled "Plan of Lake Neepaulin, Section Two, situated in the Township of Wantage, County of Sussex and State of New Jersey, February 1, 1956, prepared by Waldo J. Clarke, Professional Engineer and Land Surveyor," filed in the Sussex County Clerk's Office as registered map No. 340A, which said lands and premises are more particularly described as follows: Beginning at the northeasterly corner of Lot 40 B in Block R-31, being also the westerly right of way line of North Shore Drive, thence from said beginning running (1) North 85 degrees 02 minutes 30 seconds west 62 feet, more or less, to the shore of Lake Neepaulin; thence (2) along the meander of the shore of Lake Neepaulin, in a general northeasterly direction to the southwesterly corner of Lot 39 A, in said Block R-31, as shown on said map; thence (3) along the southerly line of said Lot 39 A, South 49 degrees 29 minutes 50 seconds east 54 feet more or less, to the southwesterly corner of Lot 39 A; thence (4) along the northerly line of North Shore Drive South 58 degrees 57 minutes 20 seconds West 35.61 feet to a corner of said North Shore Drive, still along North Shore Drive (5) South 00 degrees 34 minutes 10 seconds East 81.06 feet to the point and place of beginning. The said tract of land and premises is known as "The Beach Lot".

FOURTH PARCEL

Beginning at a point in the 18th line of a deed of 83.5 acres marked as being shown on a deed recorded in the office of the County Clerk of the County of Sussex in Book H 5 page 352 etc., and further shown on a plat entitled "Survey made for Wilham T. Pearson, Real Estate, 861 Mt. Prospect Ave., Newark 4, New Jersey, Lots and farms at Sussex, N. J., platted from deeds, Scale 1 in. equals 200 feet, 7/3/46., John F. Robisch, Surveyor, P.O. Box 201, Ridgefield, New Jersey", and running thence along the said 18th line (1) North 54 degrees 15 minutes East 263.95 feet to the 18th corner of the whole lot; thence (2) North 38 degrees 15 minutes West 189.42 feet to the 19th corner of the whole lot, thence (3) North 58 degrees 15 minutes East 559.02 feet to the 20th corner of the whole lot; thence (4) South 31 degrees East 106.92 feet to the 21st corner of the whole lot, thence (5) North 58 degrees East 98.34 feet to the 22nd corner of the whole lot, said corner being a point in the Southerly side of a road known as Libertyville Road, running thence (6) easterly along the aforementioned southerly side of Libertyville Road, as it now runs, to its intersection with the center line of Clove Road as shown on said plat, running thence (7) South 50 degrees 15 minutes West 924 feet, more or less, to a point in the center line of Clove Road, running thence (8) South 38 degrees 30 minutes West 107 feet, more or less along the center line of said Clove Road to its intersection with the prolongation of the easterly line of a map entitled "Plan of Lake Neepaulin, Section Six, situated in the Township of Wantage, County of Sussex, N. J., Scale 1" equals 100', March 1958, Waldo J. Clarke, Professional Engineer and Land Surveyor, Franklin, N. J.", duly filed and recorded in the office of the County Clerk of the County of Sussex as Map #340E, running thence over said Clove Road and along the easterly line of said map (9) on a bearing shown on said filed map as North 40 degrees 24 minutes West a distance of 797 feet, more or less, to the point or place of beginning.

FIFTH PARCEL

All that tract or parcel of land and premises lying between Lots 33 and 36 in Block R-17, as laid down and delineated on a certain map entitled "Plan of Lake Neepaulin, Section One, situated in the Township of Wantage, County of Sussex, New Jersey, Scale 1" equals 100', July 1, 1955, Waldo J. Clarke, Professional Engineer and Land Surveyor", filed in the office of the Sussex County Clerk as registered map No. 340 and more particularly described as follows: Beginning at the northeasterly corner of lot 36 aforementioned and thence running (1) along the westerly line of South Shore Drive North 25 degrees 48 minutes 30 seconds West 103.88 feet to the southeasterly corner of Lot 33; thence (2) along

the southerly line of Lot 33, South 64 degrees 11 minutes 30 seconds West 100 feet; thence (3) along the easterly line of Lots 5, 6 and 7, South 25 degrees 48 minutes 30 seconds East 103.88 feet to the northwesterly line of Lot 36; thence (4) along the northerly line of lot 36, North 64 degrees 11 minutes 30 seconds East 100 feet to the point and place of beginning; more commonly known as "The Beach House Lot".

SIXTH PARCEL

Lots 7 A & B, 8 A & B, 9 A & B and 10 A & B, in Block R-17, as laid down and delineated on a certain map entitled "Plan of Lake Neepaulin, Section One, situated in the Township of Wantage, County of Sussex, New Jersey, Scale 1" equals 100', July 1, 1955, Waldo J. Clarke, Professional Engineer and Land Surveyor", filed in the office of the Sussex County Clerk as registered Map No. 340.

SEVENTH PARCEL

All those lands and premises shown and laid down on the maps of Lake Neepaulin entitled "Plan of Lake Neepaulin, Section Three, Section Four and Section Five, situated in the Township of Wantage, County of Sussex and State of New Jersey, and filed in the Sussex County Clerk's Office as Map No. 340B, 340C and 340D, respectively, and designated thereon as "Upper Lake Neepaulin Proposed", which said lands and premises comprise the unplotted area on said maps lying easterly of Lakeside Trail, bounded by Block R-39 on the West, by Block R-47 on the North, by Block R-62 on the East and by Upper Lake Drive and Block R-65 on the South.

EIGHTH PARCEL

All the submerged lands as shown on maps entitled "Plan of Lake Neepaulin, Sections 1, 2 and 4, situated in the Township of Wantage, County of Sussex, State of New Jersey and being known and designated thereon as "Lake Neepaulin", together with the dam and appurtenances thereof and the water of said Lake Neepaulin.

NINTH PARCEL

All roads and streets as shown on Sections 1 through 6, inclusive, of the filed maps of Lake Neepaulin.

Together with the rights of the grantors, as the owners of the submerged lands, to enforce the covenants and restrictions contained in the deeds from Lake Neepaulin Land Corporation and its predecessors and successors in title, including the right to operate the membership club described in said deeds as Lake Neepaulin Club, Inc., and together with any and all rights inuring to the benefit of the grantors to enforce all of the restrictions and covenants contained in deeds of conveyance heretofore given and granted by the grantors or any of their predecessors in title.

Together with the rights of the grantors in and to all water courses flowing in, on, or upon the said lands and premises, and together with any riparian rights of the grantors.

The foregoing description is intended to include all of the right, title and interest of the grantors in and to the lakes, submerged lands, swimming pools, beaches, recreation facilities, dams and other facilities and improvements located on the lands hereinabove described.

Subject to water rights heretofore granted to others as more particularly set forth in deed book 524 of deeds for Sussex County, at pages 252&c, deed book 524 of deeds for Sussex County, at pages 257&c, and deed book 525 of deeds for Sussex County, at pages 105&c.

The within conveyance is made expressly subject to the restrictive covenants, reservations, agreements, easements and charges set forth in a certain Mutual Attorneys Certificate prepared by Emanuel A. Honig, Esq., to Lawyers Title Insurance Corporation of Richmond, Va., dated July 23, 1969, bearing Title Bander No. 306,640-NJ, as follows:

Subject to the following restrictive covenants, easements, reservations, charges and conditions which are part of a general development scheme of the land heretofore described, and shall run with and bind the land conveyed hereunder, subject to the right of the owner of the tract, of which said premises are a part, to waive any of the following restrictions for any lot or group of lots when in the opinion of the owner such waiver may be desirable or necessary.

1—No building or other structure shall be used, erected or maintained for any business purpose, except on lots reserved for business purposes as designated from time to time by the owner of the tract.

2—Dwellings shall be single family type, only one to be erected on any one plot of 50 feet frontage or more. Private garages in harmony with the main buildings may be erected but must be at least 50 feet from the front line of lot, except when connected directly with main building.

3—Said premises, in addition to the restrictions and conditions herein contained, are conveyed subject to all rules, regulations and ordinances and zoning of the Township of Wantage, if any, relative to the construction and erection of buildings.

4—No building shall be erected on any lot within 20 feet of the front line of said plot nor within 5 feet from the side line of an adjoining owner of street.

5—No building or structure shall be erected on any plot unless the plans for the same have been approved in writing by the town owners of the tract of which said premises are a part.

6—No tents, quonset huts, trailers or temporary or portable buildings shall be placed or erected on said land.

7—Sewage from all buildings erected on the premises shall be cared for by the owners or occupants by installing a septic tank which shall at all times be maintained in a proper sanitary condition, in accordance with legal requirements. No privy vaults shall be maintained on said premises.

8—No part or portion of said premises shall be owned, used or occupied, directly or indirectly, by any person or persons unless such person or persons shall first be approved for membership in the Lake Neepaulin Club, Inc., nor will the grantee sell, convey, rent, lease or permit to be occupied, the premises hereby conveyed, to or by any person or persons, excepting those first approved for membership in Lake Neepaulin Club, Inc., and will submit the required application to said Club, and obtain approval thereof before any sale, conveyance, lease or rental is consummated and/or occupancy is permitted. This paragraph shall also operate with respect to any devolution of title by operation of law or otherwise.

9—No animals shall be kept or maintained on the premises except customary household pets.

10—The land to be conveyed hereunder shall be used for residential purposes only, except those lots which may, from time to time, be designated by the owner of the tract, for business, recreational or commercial purposes.

11—No signs for advertising purposes shall be erected or maintained on the premises.

12—No structure shall extend into the waters of the lake except a flat dock not higher than 2 feet above the average high water mark, nor extend more than 15 feet beyond the shore line.

13—Each lot included in this conveyance shall be subject to an annual lien and charge of \$20.00 and the grantee herein agree to pay to the grantor herein, its successors and assigns, the sum of Thirty (\$30.00) Dollars for each lot, annually on the first day of May hereafter, for beach privileges, whether the same are exercised or not, (A person owning more than one lot shall not be liable for, or be required to pay more than \$30 per annum for said beach privileges provided such lot does not exceed 100 foot frontage. The title to all lakes and beaches is expressly retained by the grantor herein. The grantees herein further agree that the use of said lakes and beaches is subject to approval of the user for membership in Lake Neepaulin Club, Inc., as hereinabove provided, and in the case of a guest or member of the family, provided they shall first be approved for honorary membership in Lake Neepaulin Club, Inc., and to compliance with the rules and regulations from time to time promulgated by the grantor herein. It being understood that the charge for such beach privileges, in addition to constituting a lien against each of above lots, shall constitute a debt which may be collected by suit in any Court of competent jurisdiction, and upon the conveyance of any of the land described herein, successive owner or owners shall, from the time of acquiring title, be held to have covenanted and agreed to pay the grantor herein, all charges, past or future, as provided for in this paragraph.

The grantor herein, its successors and assigns, shall be the sole owner of said charge and lien for beach privileges and shall maintain the lakes and beaches in such manner as it shall in its sole discretion, deem advisable, and the grantees herein shall use said lakes and beaches only in accordance with the rules and regulations of the grantor herein and the grantees herein do hereby expressly recognize in the grantor herein, the right to deny the use of said lakes and beaches for violation of such rules and regulations without impairing the obligation to pay the charge for the same as herein provided.

14—The grantor herein, hereby reserves, without further assent or permit from the grantees herein, unto itself, or to grant to any public utility company, municipality or water company an easement or a right of way granting the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues, ways on which the land to be conveyed abuts, and also on a ten foot strip of land located in the rear of the lots to be conveyed hereunder, electric light, telephone and telegraph poles and wires, water, sewer, gas pipes and conduits, catch basins, surface drains, and such other customary or usual appurtenances as may from time to time in the opinion of the grantor herein, or any utility company or municipality be deemed necessary or advisable in connection with the beneficial use of the lots shown on a plan of the land conveyed hereunder, and all claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconvenience caused thereby against the seller or any utility company or municipality, or any of its agents or servants, is hereby waived by the grantee herein. The grantor herein does further reserve the right to change, lay out anew or discontinue any street, avenue or way shown on the plan of development not necessary for ingress or egress to and from the premises to be conveyed hereunder. No dedication of public use of roads, streets, avenues, ways or beaches is intended to be made by the conveyance hereunder.

15—Failure to promptly enforce any of the above restrictions, conditions or covenants shall not be deemed a waiver of the right to do so hereafter, and the invalidation of any of the above covenants or restrictions by judgment of any competent Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

16—All of the foregoing provisions are binding upon the grantor herein, its successors and assigns, and successive in title, and upon the grantees herein, his, her, or their heirs, executors, administrators, and successors and assigns in title.

17—Subject to utility grant to Sussex Rural Electric Cooperative recorded in Book 517 of Deeds, page 251.

The within conveyance is subject to the restriction that no real estate office shall be maintained on any premises at Lake Neepaulin as to which premises the grantee has a right to enforce such restriction, except the real estate office of the grantors, comprising the Tenth Tract of the second First Parcel, as described in the deed of conveyance from Gerald Willis, Sheriff of the County of Sussex to the grantors herein dated December 30, 1968 and recorded in Book 845 of Deeds for said County, at pages 316&c, containing 13,351 square feet of ground and therein known as "The Office Lot", which right, privilege and restriction is hereby reserved for the benefit of the grantors, their heirs and assigns.

The foregoing lands and premises are a part of the same lands and premises conveyed to the grantors herein by Gerald Willis, Sheriff of the County of Sussex by deed dated December 30, 1968 and recorded in the Sussex County Clerk's Office in Book 845 of Deeds for said County, at pages 316&c.

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BOOK 859 PAGE 12

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, 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 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 and assigns to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

And the said RUSSELL W. THATCHER and LAURA S. THATCHER, his wife,

do for themselves, their heirs, executors and administrators covenant and agree to and with the said party of the second part, its successors and assigns, that they the said RUSSELL W. THATCHER and LAURA S. THATCHER, his wife,

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 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

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 RUSSELL W. THATCHER and LAURA S. THATCHER, his wife,

will Warrant, secure, and forever defend the said land and premises unto the said

and assigns, 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 party of the first part have hereunto set their hands and seals the day and year first above written

Signed, Sealed and Delivered }
in the Presence of

Emanuel A. Honig

Russell W. Thatcher (L. S.)

Russell W. Thatcher

Laura S. Thatcher (L. S.)

Laura S. Thatcher

State of New Jersey,
County of SUSSEX

} ss.:

Be it Remembered, That on this 4th day of November, in the year of our Lord One Thousand Nine Hundred and Sixty Nine before me the subscriber, An Attorney at Law of New Jersey,

personally appeared RUSSELL W. THATCHER and LAURA S. THATCHER, his wife,

who, I am satisfied, are the grantors 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, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P. L., 1968, c. 49, Sec. 1 (c) is \$75,000.00.

Prepared by:

Emanuel A. Honig, Esq.
83 Main Street
Franklin, N. J. 07418

Emanuel A. Honig
Emanuel A. Honig, An Attorney at
Law of New Jersey