



60 2014 00183759

Herkimer County
Honorable Sylvia M Rowan County Clerk
109 Mary Street Suite 1111
Herkimer, New York 13350-2923

Instrument Number: 2014- 00183759

As
Deed

Recorded On: January 29, 2014

Parties: YOUNG ALLISON J

To
YOUNG STEVEN J

Recorded By: ALLISON J YOUNG

Comment:

Billable Pages: 2

Num Of Pages: 3

**** Examined and Charged as Follows: ****

Deed	50.00	Coversheet	5.00	RP5217 Commercial	250.00
TP584 Affidavit	5.00				
Recording Charge:	310.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	54.00	13,085.00	RS 982	Basic	0.00
HERKIMER T/O				Local	0.00 Special Additional 0.00
				Additional	0.00 Transfer 54.00
Tax Charge:	54.00				

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Herkimer County,

File Information:

Document Number: 2014- 00183759

Receipt Number: 235526

Recorded Date/Time: January 29, 2014 11:34:17A

Book-Vol/Pg: Bk-R VI-1518 Pg-872

Cashier / Station: J J / Cashier Station 4

Record and Return To:

STEVEN J YOUNG

85 OAKWOOD VILLAGE APT 2

FLANDERS NJ 07836



Sylvia M. Rowan
Sylvia M Rowan Herkimer County Clerk

QUITCLAIM DEED

This indenture, made the 27th day of JANUARY, 2014, between Allison J Young, a single person, whose address is 138 Cynthia Drive, Hackettstown, New Jersey 07840, ("the party of the first part"), and Steven J Young, a single person, whose address is 85 Oakwood Village, Apartment 2, Flanders, New Jersey 07836 ("party of the second part")

WITNESSETH that the party of the first, in consideration of ONE Dollar (\$1.00) and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the description stated below:

Vacant land parcel, 5.5 acres, Lot #31, Twin Ponds (private road) at Mohawk Highlands Subdivision off of Cook Hill Road, Herkimer, NY 13350 Herkimer County

SWIS: 213089 S/B/L: 100.3-6-14

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and road abutting the above-described premises to the center lines thereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

TO HAVE AND TO HOLD the premises granted herein unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year above first written.

In the presence of:

State of NEW Jersey
County of MORRIS ss:

On the 27 day of January in the year 2014, before me, the undersigned, personally appeared Allison J Young personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
(signature and office of individual taking acknowledgment)

DEBORAH A. GARCIA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 29, 2016

1/27/14
Date

[Signature]
Allison J Young, Grantor

IN WITNESS WHEREOF, the party of the second part has duly executed this deed the day and year above first written.

In the presence of:

State of NEW Jersey
County of MORRIS ss:

On the 27 day of January in the year 2014, before me, the undersigned, personally appeared Steven J Young personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
(signature and office of individual taking acknowledgment)

DEBORAH A. GARCIA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 29, 2016

01/27/2014
Date

[Signature]
Steven J Young, Grantee

Return by mail to:
Steven J Young
85 Oakwood Village, Apartment 2
Flanders, NJ 07836

Herkimer County
Sylvia M Rowan
County Clerk
Herkimer, New York

Book: 1164 Page: 912

Document Number: 2006- 00127183 Document Type: Deed

Recorded Date: 06/15/2006

Parties: NEW YORK LAND AND LAKES INC
YOUNG, STEVEN J

Pages Charged: 3

Pages Scanned: 4
5

Comment:

Recorded By: BROWN KELLEHER & ZWICKEL LLP

**** Examined and Charged as Follows ****

Deed	34.00
Coversheet	3.00
RP5217 Commercial	165.00
TP584 Affidavit	5.00

Recording Fee: 207.00

	<u>Town</u>	<u>Serial #</u>	<u>Consideration</u>
Tax-Transfer	280.00 HERKIMER T/O	RS 2587	69,900.00
Basic	0.00		
Local	0.00		
Additional	0.00		
Special Additional	0.00		
Transfer	280.00		
Tax Fee:	280.00		

**** DO NOT REMOVE ****

**** This Page is Part of the Document ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office for:

File Information

Document Number: 2006- 00127183

Recorded Date: 06/15/2006 01:00 P

Receipt Number: 31363

Mail Back

MR AND MRS STEVEN YOUNG
36 CLINTON AVENUE

BUDD LAKE NJ 07828-

THIS INDENTURE

Made the 20th day of May, 2006

BETWEEN: NEW YORK LAND & LAKES, INC., a corporation organized and existing under the laws of the State of New York, having a principal place of business at 839 State Highway 7, Unadilla, New York 13849,

Party of the first part, and

STEVEN J. YOUNG AND ALLISON J. YOUNG, his wife, residing at 36 Clinton Avenue, Budd Lake, New Jersey 07828,

Party of the second part

WITNESSETH, that the party of the first part, in consideration of ONE AND 00/100 Dollars (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

All that piece or parcel of land situate, lying and being in the Town of Herkimer, County of Herkimer and State of New York, known and designated as Lot #31 on a map and survey prepared by Robert J. Lawson, Licensed Land Surveyor #050086 dated January 17, 2005 and revised April 13, 2006, entitled "Final Plat Twin Ponds at Mohawk Highlands Being Part of Premises of New York Land & Lakes, Inc. L 936 P 594 being part of Great Lot 14 and 15 of the Hassenclever Patent Town of Herkimer and Newport, County of Herkimer State of New York", and filed in the Herkimer County Clerk's Office on April 20, 2006 as Map #311.

EXCEPTING AND RESERVING to the grantor herein the right to grant a standard easement for utility purposes not to exceed 50 feet in width.

Subject to all covenants, conditions, restrictions, notes, setbacks, agreements, easements and rights-of-way of record and/or as shown on abovementioned filed subdivision map.

Subject to the following covenants and restrictions:

The following 13 covenants apply to each lot within the Twin Ponds Subdivision:

1. The premises conveyed shall be used for single family homes or non-commercial agricultural and recreational uses only except in home offices and Bed and Breakfast businesses shall be allowed. No other commercial or industrial use of the property is allowed.

2. Only one home, dwelling or residence shall be allowed per parcel.

3. Grantees agree to keep their lot in good sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of unregistered vehicles is prohibited.

4. Single wide and double wide mobile homes are not allowed on any parcel.

5. No camping trailers, tents or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed

60 days per calendar year. Such camping trailers or other recreational vehicles must have fully self contained sanitary facilities or sanitary facilities connected to an approved septic system. All camping trailers, tents or other recreational or temporary living quarters allowed under this section must be removed from the premises at the end of the 60 day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.

6. No parcel shall be further subdivided.
7. Individual owners are responsible for obtaining the necessary state and local permits for buildings, wells and septic systems.
8. All driveway crossings and culvert sizes along Twin Ponds Drive shall be approved by the Property Owners' Association. Driveway crossings and culvert sizes along Town and County Roads shall be approved by the appropriate Town or County Highway Department.
9. There shall be no change allowed to existing drainage patterns of ditches and culverts along association, town or county roads without approval from either the Property Owners' Association or the Town or County Highway Department.
10. Grantor hereby reserves the right to grant an easement of sufficient width for the distribution of utilities.
11. No watercourse shall be blocked or diverted so as to cause material damage to any lot in the subdivision or to any neighboring property.
12. For as long as any portion of the property described in this Deed is subject to regulation under State or Federal Wetland Laws, there shall be no construction, grading, filling, excavating, clearing or other regulated activity, as defined by these laws, on this property within any wetland area or any adjacent area as set forth in said laws, at any time without having first secured the necessary permission and permit required pursuant to the above noted laws. This restriction shall bind the grantee's, their successors and assigns.
13. These protective covenants are to run with the land and shall be binding on New York Land & Lakes, Inc. and the grantees, their successors and assigns. The invalidation of any one of the protective covenants by Judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect. These protective covenants may be enforced by New York Land & Lakes, Inc. or the owner of any parcel within the Twin Ponds Subdivision. If New York Land & Lakes, Inc. brings an action to enforce any of these Protective Covenants, the violator must pay all costs and expense of such action, including reasonable attorney's fees.

The following protective covenant applies only to lots 7 through 34:

Upon the acceptance and filing of a deed to any Grantee of lots seven (7) through thirty four (34) in the Twin Ponds Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Twin Ponds Property Owners' Association, Inc. b) have the right to use the private road known as Twin Ponds Drive for ingress and egress to and from Cook Hill Road to the Grantee's lot and for the installation and maintenance of utilities to Grantee's lot; and c) pay the Twin Ponds Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Twin Ponds Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Twin Ponds Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as

TOGETHER with the appurtenances

determined solely by the Twin Ponds Property Owners' Association, Inc. Said charge may be increased or decreased by the Twin Ponds Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Twin Ponds Property Owners' Association, Inc., its successors and assigns. The charge for such use shall constitute a debt which may be collected in any Court of competent jurisdiction and upon the conveyance of any of the land described therein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay the Twin Ponds Property Owners' Association, Inc., its successors and assigns all charges past or future as provided in this paragraph. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage to the lot owner.

The following protective covenant applies only to lot 35:

Notwithstanding covenant number one which pertains to commercial and industrial use of the property, the radio tower which currently exists on lot 35 shall not be deemed a violation of these protective covenants provided no additional towers or facilities are built thereon.

Being a portion of premises conveyed to New York Land & Lakes, Inc. from Mary Iocovozzi, Esq., Referee by Deed dated February 9, 2004 and recorded in the Herkimer County Clerk's Office April 2, 2004 in Liber 936 of Deeds at page 594.

This conveyance by the grantor is in the normal course of its business and does not represent all or substantially all of the assets of the said grantor.

STATE OF NEW YORK

COUNTY OF HERKIMER

On the 14th day of May, in the year 2004
before me, the undersigned, a Notary Public in and for said
State, personally appeared Robert J. [Name], personally known to
me or proved to me to be the individual whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his capacity

TOGETHER with the appurtenances and all the estate and right of the party of the first part in and to said premises.

TO have and to hold the premises herein granted unto the party of the second part, the heirs and assigns forever.

AND the party of the first part covenants as follows:

FIRST, That the party of the first part is seized of said premises in fee simple, and has good right to convey the same;

SECOND, That the party of the second part shall quietly enjoy the said premises;

THIRD, That the said premises are free from encumbrances;

FOURTH, That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

FIFTH, That the party of the first part will forever WARRANT the title to said premises;

SIXTH, That in compliance with Section 13 of the Lien Law, the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purposes of paying the cost of the improvement before using any part of the total of the same for any purpose.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 20th day of May, Two Thousand Six.

NEW YORK LAND & LAKES, INC.

BY: Robert Lesperence, President

Steven J. Young
Allison J. Young

STATE OF NEW YORK)
) ss.:
COUNTY OF OTSEGO)

On the 20th day of May in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT LESPERENCE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Barbara Douglas
Notary Public
Notary Public, State of New York
Qualified Columbia County
#01D04917921
My Commission Expires 2/10/10

STATE OF NEW YORK)
) ss.:
COUNTY OF GREENE)

On the 20th day of May in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN J. YOUNG AND ALLISON J. YOUNG, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

Charles Zwickel
Notary Public

RECORD AND RETURN TO:
Steven J. Young and Allison J. Young
36 Clinton Avenue
Budd Lake, New Jersey 07828

CHARLES ZWICKEL
Notary Public, State of New York
Qualified in Greene County
Commission Expires May 31, 2010

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