

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 16 day of November, nineteen hundred and fifty-nine

BETWEEN LAKE LOUISE MARIE CORP., a corporation organized and existing under the laws of the State of New York, having its principal place of business at Lake Louise Marie, Rock Hill, Sullivan County, New York,

party of the first part, and

S-M-W DEVELOPMENT CORP., a corporation organized and existing under the laws of the State of New York, having its place of business at 120 Broadway, New York, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars (\$10.00)

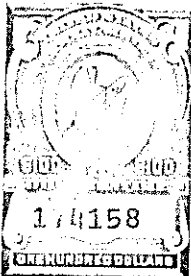
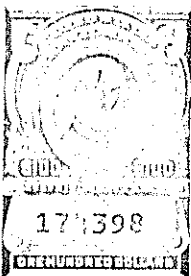
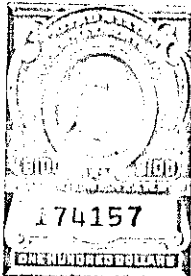
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lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Thompson, Sullivan County, and State of New York, in Great Lot No. 12, Southern tier of Lots in the Hardenburgh Patent, bounded and described as follows:

(SEE SCHEDULE HERETO ANNEXED)

See: Release - Release 1133 Page 21 1-82
" " " " " 216 1-56
" " " " " 219 1-57
" " " " " 222 1-58
" " " " " 225 1-59
" " " " " 228 1-60
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See: Supreme Ct. Order
File # 594/84

See: Supreme Ct. Order
File # 697/84

See: Supreme Ct. Order
File # 1363/84

SCHEDULE A

① BEGINNING at a point in the center of Sackett Road or Wolf Pond Road and the westerly side of Catskill Quickway (now Route 17); running thence along the center of Sackett Road, the following 18 courses: (1) South 18 degrees 13 minutes 54 seconds west 286.22 feet, (2) south 34 degrees 37 minutes 54 seconds west 379.41 feet; (3) south 75 degrees 10 minutes 24 seconds west 308.04 feet, (4) south 81 degrees 22 minutes 24 seconds west 325.81 feet, (5) south 69 degrees 35 minutes 54 seconds west 332.21 feet, (6) south 49 degrees 44 minutes 54 seconds west 237.69 feet; (7) south 61 degrees 43 minutes 54 seconds west 256.31 feet; (8) south 50 degrees 24 minutes 24 seconds west 273.21 feet; (9) south 69 degrees 24 minutes 24 seconds west 215.17 feet; (10) south 50 degrees 03 minutes 54 seconds west 260.89 feet; (11) south 28 degrees 42 minutes 24 seconds west 237.36 feet, (12) south 48 degrees 31 minutes 24 seconds west 276.27 feet, (13) south 68 degrees 35 minutes 24 seconds west 414.04 feet, (14) north 81 degrees 55 minutes 36 seconds west 347.20 feet, (15) north 83 degrees 14 minutes 06 seconds west 569.05 feet, (16) north 73 degrees 54 minutes 36 seconds west 356.01 feet, (17) north 86 degrees 31 minutes 36 seconds west 343.77 feet, (18) north 73 degrees 24 minutes 06 seconds west 376.42 feet to a point in Sackett Road; running thence south 20 degrees 35 minutes 54 seconds west 202.00 feet to a point marked by a pile of stones; running thence north 70 degrees 46 minutes 06 seconds west 1526.28 feet to a point marked by a pile of stones; running thence north 19 degrees 22 minutes 52 seconds east 837.58 feet, more or less, to the center line of Sackett Road; running thence along the center of Sackett Road, the following six courses and distances: (1) North 50 degrees 57 minutes 51 seconds west 90.10 feet, (2) north 43 degrees 52 minutes 21 seconds west 487.72 feet, (3) north 25 degrees 37 minutes 06 seconds west 520.82 feet, (4) north 34 degrees 17 minutes 06 seconds west 415.80 feet, (5) north 46 degrees 52 minutes 44 seconds west 411.98 feet, (6) north 39 degrees 55 minutes 53 seconds west 148.07 feet to a point; running thence north 47 degrees 02 minutes 42 seconds east 795.04 feet to a point in Treasure Lake; running thence south 32 degrees 46 minutes 40 seconds east 539.25 feet to a point; running thence across Treasure Lake, north 22 degrees 58 minutes 54 seconds east 1514.87 feet to a point; running thence north 61 degrees 03 minutes 08 seconds west 131.60 feet to a point; running thence north 15 degrees 30 minutes 00 seconds west 326.70 feet to a point; running thence north 3 degrees 46 minutes 30 seconds west 660.00 feet to a point; running thence north 2 degrees 10 minutes 00 seconds east 124.08 feet to a point; running thence north 50 degrees 55 minutes 00 seconds east 143.19 feet to a point near the dam; running thence north 79 degrees 14 minutes 05 seconds west 620.25 feet to a point; running thence north 12 degrees 10 minutes 52 seconds east 1056.00 feet to a point; running thence north 9 degrees 37 minutes 35 seconds east 793.62 feet to a point in the center of Old Route No. 17; running thence along the center of Old Route 17, the following 16 courses:

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SCHEDULE A (cont'd)

(1) South 62 degrees 07 minutes 30 seconds east 213.83 feet, (2) south 49 degrees 04 minutes 30 seconds east 270.12 feet, (3) south 22 degrees 04 minutes 30 seconds east 572.58 feet, (4) south 34 degrees 06 minutes 30 seconds east 380.79 feet, (5) south 52 degrees 14 minutes 30 seconds east 297.22 feet, (6) south 57 degrees 04 minutes east 486.01 feet, (7) south 54 degrees 25 minutes 22 seconds east 259.00 feet, (8) south 45 degrees 57 minutes 52 seconds east 298.17 feet, (9) south 40 degrees 25 minutes 37 seconds east 381.88 feet, (10) south 51 degrees 43 minutes 37 seconds east 417.21 feet, (11) south 69 degrees 53 minutes 37 seconds east 299.91 feet, (12) south 78 degrees 23 minutes 07 seconds east 384.91 feet; (13) south 78 degrees 37 minutes 52 seconds east 391.07 feet, (14) south 78 degrees 30 minutes 52 seconds east 210.50 feet, (15) south 11 degrees 29 minutes 08 seconds west 34.70 feet, (16) south 65 degrees 50 minutes 16 seconds east 168.12 feet to a point on the westerly side of Catskill Quickway (now Route #17); running thence along the westerly side of said highway, south 36 degrees 51 minutes 28 seconds east 608.49 feet and south 27 degrees 37 minutes 15 seconds east 266.04 feet to a drainage easement; running thence across said easement south 26 degrees 42 minutes 15 seconds east 128.10 feet; running thence still along the westerly side of the highway, the following 10 courses: (1) south 41 degrees 10 minutes 54 seconds east 614.31 feet, (2) south 43 degrees 15 minutes 10 seconds east 195.73 feet, (3) south 47 degrees 19 minutes 50 seconds east 99.28 feet, (4) south 42 degrees 11 minutes 14 seconds east 212.54 feet, (5) south 43 degrees 17 minutes 26 seconds east 292.05 feet, (6) south 45 degrees 25 minutes 29 seconds east 480.48 feet, (7) south 35 degrees 20 minutes 11 seconds west 18.66 feet, (8) south 54 degrees 56 minutes 08 seconds east 139.09 feet, (9) south 48 degrees 21 minutes 49 seconds east 697.19 feet (10) south 55 degrees 45 minutes 06 seconds east 20.40 feet to the center of Sackett Road, at the point or place of beginning, being the same premises conveyed to the party of the first part by deed from Lake Louise Marie Estates, Inc., dated January 15, 1957, and recorded on January 18, 1957, in Liber 542 cp 264.

EXCEPTING and reserving therefrom all those 98 lots comprising the lots shown in Blocks 1, 2, 3 on the map entitled "Map of Lake Louise Marie, Section 1, situate in Thompson Township, Sullivan County, N. Y." prepared by Alfred B. Anderson Associates Consulting Engineers, East Hanover, New Jersey, and dated July, 1958, which map was filed in the Sullivan County Clerk's Office on October 30, 1959.

ALSO EXCEPTING and reserving therefrom all that tract designated as "swimming pool area", and more particularly shown on the map entitled, "Map of Lake Louise Marie Section 1-A, situate in Thompson Township, Sullivan County, N.Y." prepared by Alfred B. Anderson Associates, East Hanover, New Jersey, and dated January 1959, and filed in the Sullivan County Clerk's office, October 30, 1959, said "swimming pool area" having easterly and westerly boundaries of 140 ft. and 120 ft. respectively.

ALSO EXCEPTING and reserving therefrom all those 137 lots comprising the lots shown in Blocks 5, 6, 6A, 6B, 7 and 8 on the map entitled, "Map of Lake Louise Marie, Section 2 situate in Thompson Township, Sullivan County, N.Y."

SCHEDULE A (Cont'd)

prepared by Alfred B. Anderson Associates, East Hanover, New Jersey, and dated October 1958, and filed in the Sullivan County Clerk's Office, October 30, 1959.

ALSO EXCEPTING and reserving therefrom all those 11 lots designated as Lots Nos. 24 to 29, inclusive, in Block 5, Lot 57 in Block 8, and Lots 1, 17, 18 and 28 in Block No. 9 as shown on the map entitled, "Map of Lake Louise Marie Section #3, situate in Thompson Township, Sullivan County, N.Y." prepared by Alfred B. Anderson Associates, East Hanover, New Jersey, and dated November 1958, and filed in the Sullivan County Clerk's Office, October 30, 1959.

ALSO EXCEPTING and reserving therefrom all those 27 lots designated as Lots Nos. 29 to 37, inclusive, in Block 5, and Lot No. 22 in Block 9, and Lots Nos. 4 to 16 inclusive, in Block No. 20, and Lots Nos. 4, 5, 6, 7, in Block 23 as shown on the map entitled, "Map of Lake Louise Marie, Section #6 situate in Thompson Township, Sullivan County, N.Y.", prepared by Alfred B. Anderson Associates, East Hanover, New Jersey, and dated November 1958, and was filed in the Sullivan County Clerk's Office, October 30, 1959.

ALSO EXCEPTING and reserving therefrom all that tract designated for "sewage disposal" and more particularly shown and designated on the map entitled "Amended Map of Lake Louise Marie Section #15, situate in Thompson Township, Sullivan County, N.Y." prepared by Alfred B. Anderson Associates, East Hanover, New Jersey, and dated January 1959, and intended to be filed in the Sullivan County Clerk's Office simultaneously with the recording of this deed.

ALSO EXCEPTING and reserving therefrom all that tract designated for the "water treatment plant" and more particularly shown and designated on the map entitled, "Map of Lake Louise Marie, Section #16, situate in Thompson Township, Sullivan County, N.Y.", prepared by Alfred B. Anderson Associates, East Hanover, New Jersey, and dated January 1959, and filed in the Sullivan County Clerk's Office, October 30, 1959, which said "water treatment plant" area has a southeasterly boundary of 160 feet and a northwesterly boundary of approximately 22 feet.

② The party of the first part has by this conveyance divested itself of all right, title and interest in and to any land lying in the bed of the lake, except as granted by easement herein, as described in this Schedule A.

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③ The land excepted and reserved from this conveyance shall at all times hereafter be subject to the following covenants and restrictions, which shall run with the land:

- (1) There shall not be constructed or erected on said land anything but one-family dwellings;
- (2) Each such dwelling shall be erected on a plot having a minimum area of 6,000 square feet; and
- (3) shall be constructed in accordance with plans and specifications, which shall first have been submitted to and approved by the party of the second part, its successors and assigns, and said approval shall be granted by the party of the second part where the plans and specifications as submitted conform to the FHA standards for New York in effect on the date of the execution of this instrument.

There is excluded from the operation of the foregoing covenants and restrictions that portion of Section 1-A designated the "swimming pool area", having a westerly boundary with a dimension of 120 feet, more or less, and an easterly boundary of 140 feet, more or less, and as said area is designated on a map of such Section 1-A, which map was prepared by Alfred B. Anderson Associates, dated January 1959, and filed in the office of the Clerk of Sullivan County on October 30, 1959, on which said area there may be built and operated by the party of the first part only a swimming pool with cabanas, lockers, refreshment and storage facilities, a parking area, a boating dock and bathing beach solely for the use of the owners of plots on the lands reserved from this conveyance and for their non-paying guests.

The right to remove the foregoing restrictions shall at all times be retained by the party of the second part, its designee, or by the owner of the bed of the lake contained on the premises hereby conveyed so long as the ownership thereof is in one person, firm or corporation.

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(4) Whenever the party of the first part shall have completed the construction of the sewer plant hereinbefore referred to, and until it shall have delivered and conveyed said sewer plant and the land upon which it is constructed to the Town of Thompson, the party of the first part shall be entitled to take a sufficient and necessary amount of water from the lake on the lands hereby conveyed, for the purpose of diluting the sewage effluent from the sewage treatment plant, without charge to the party of the first part, and during such time as the said party of the first part shall operate the sewage plant prior to ceding the same to the Township, and upon the Township receiving such sewage plant this right to take the water as afore described shall continue in the Township after it has taken possession and assumed the operation and maintenance of the plant, and so long as the said Township continues in the operation and maintenance thereof.

The party of the first part, its successors or assigns, in common with others, shall have the right of ingress and egress over the following roads:

- (a) A certain road designated "Marginal Road", running from Wolf Pond Road to old Route 17, a portion of which said road is delineated on a map of Section 2 prepared by Alfred B. Anderson Associates, and recorded October 30, 1959, in the Sullivan County Clerk's office.
- (b) Treasure Lake Road running from old Route 17.

So long as it is not in default under any agreement made with the party of the second part, the party of the first part shall have the right to enter upon the land hereby conveyed to the party of the second part for the purpose of installing and maintaining sewer and water lines on the lands

of the party of the second part located in Sections 15, 16 and 1-A, as delineated on certain maps prepared by Alfred B. Anderson Associates, filed in the Sullivan County Clerk's office on October 30, 1959, provided, however, that such sewer and water lines shall be installed in accordance with the plans and specifications of said Alfred B. Anderson Associates, engineers.

So long as the party of the first part is not in default under any other agreement with the party of the second part, the party of the first part shall have the right to give to owners of plots containing a minimum area of 6,000 square feet on the land reserved by it from this conveyance, the privilege of the use of the lake by such owners and their non-paying guests and on a non-commercial basis, for boating (which term "boating" shall exclude all power boating except for boats powered by electric motors), fishing, swimming and ice sports, provided, however, that each such owner shall pay to the party of the first part, or its designee, an annual charge of not less than \$125, and provided further that the use of said lake shall at all times be subject to rules and regulations promulgated by the owner of the bed of the lake.

The party of the first part, its successors or assigns, shall have the right to grant to owners of lake front plots, having a minimum area of 6,000 square feet, the right to construct a boat dock extending into the lake from said property, which said dock shall be constructed in the size and design as designated by the owner of the bed of the lake, and shall be for the use of the owner of said plot and his non-paying guests.

The party of the first part, its successors or

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assigns, shall have the right to construct a bathing beach and a boat dock on the lake at Section 1-A, which said facilities may be used by owners of plots and their guests, the charges to be determined solely by the party of the first part, its successors and assigns.

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TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads 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,

TO HAVE AND TO HOLD the premises herein granted 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 costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the party of the first part covenants as follows:

FIRST.—That said party of the first part is seized of the 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 incumbrances, except as aforesaid;

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

FIFTH.—That said party of the first part will forever warrant the title to said premises.

The word "party" shall be construed as if it 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 first above written.

IN PRESENCE OF:

LAKE LOUISE MARIE CORP.,

Joan Rosenwasser Secy
Secretary

By: Herman Rosenwasser
Herman Rosenwasser, President.



On the day of personally came

BOOK 19592, PAGE 36, before me

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

On the day of personally came

19, before me

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF NEW YORK

On the 16 day of November 1959, before me personally came HERMAN ROSENWASSER to me known, who, being by me duly sworn, did depose and say that he resides at Rock Hill, Sullivan County, New York, that he is the President of LAKE LOUISE MARIE CORP.

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

S. STANLEY BLACK
NOTARY PUBLIC, State of New York
No. 41-0306410 Queens County
Commission Expires March 30, 1961

TITLE No. 9002639

LAKE LOUISE MARIE CORP.

TO

S-M-W DEVELOPMENT CORP.

Warranty Deed

WITH FULL COVENANTS.

The land affected by the within instrument lies in Section in Block on the Land Map of the County of SULLIVAN

RECORDED AT REQUEST OF

Joseph Liff Esq.

GORDON, BRADY, CAFFEY & KELLER

120 BROADWAY

NEW YORK 5

STANDARD FORM OF
NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

TITLE GUARANTEE
and Trust Company

on April 8, 1959 to become

THE TITLE GUARANTEE COMPANY

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

NOV 25 5 10 12

SULLIVAN COUNTY CLERK

SULLIVAN COUNTY SS.

RECORDED ON THE 25 DAY

OF Nov 25 1959 AT

10 O'CLOCK IN THE

OF Records AT

AND EXAMINED

W. H. C. Flynn

CLERK

See: Agreement
Louis Marie Bldg. Corp
* Morris Zivian Lano.
BOOK 602 PAGE 436

See: Supreme Ct. Order
File # 772/84

Rec. Deed Bk. 648 page 180

See: Supreme Ct. Order
File # 582/84

See: Assignment of all Interest
of Paragraph 10. Herein -
by Lake Louise Marie Corp.

See: Supreme Ct. Order
File # 511/84

THIS DECLARATION made this 29th day of July, 1960,

by LAKE LOUISE MARIE CORP., a domestic corporation having
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its principal office at Rock Hill, Sullivan County, New
York (hereinafter referred to as the "Declarant"), and

by S-M-W DEVELOPMENT CORP., a domestic corporation having
an office at 61 Broadway, New York, New York (hereinafter

referred to as "S-M-W"),

See: Supreme Ct. Order
File # 767/84

WITNESSETH:

WHEREAS, the above named Declarant is the owner

of the following described real property, to wit:

93 lots comprising the lots shown in Blocks
1, 2, 3 on the map entitled "Map of Lake Louise
Marie, Section 1, situate in Thompson Township,
Sullivan County, N. Y." prepared by Alfred B.
Anderson Associates, Consulting Engineers, East
Hanover, New Jersey, and dated July, 1958, which
map was filed in the Sullivan County Clerk's
Office on October 30, 1959.

WHEREAS, the said Declarant is desirous of placing
certain restrictions as hereinafter set forth upon the afore-
said premises, which shall be binding upon all purchasers,
owners and mortgagees of individual lots and of any part or
parts of said premises, and upon their heirs, distributees,
executors, administrators, successors or assigns; and

WHEREAS, S-M-W is the owner of a body of water
known as Lake Louise Marie, situate in Rock Hill, Sullivan
County, New York; and

WHEREAS, S-M-W desires to effectuate the purposes
of the Declarant so that the restrictions, as hereinafter set
forth upon the aforesaid premises, shall be binding upon all
purchasers, owners and mortgagees of individual lots, and
of any part or parts of said premises, and upon their heirs,
distributees, executors, administrators, successors or
assigns.

See: Supreme Ct. Order
File # 590/84

See: Release	1123	Pg. 213
"	"	" 216
"	"	" 219
"	"	" 222
"	"	" 225
"	"	" 228
"	"	" 231

See: Supreme Ct. Order
File # 697/84

See: Supreme Ct. Order
File # 1363/84

See: Supreme Court Order
File # 506/63
Entered 8/23/85

See: Assignment
Rec. Mtg. Bk. 660
page 51

See: Assignment of
Interest Acquired
by Louise Marie Bldg.
Corp. to: Trust +
Frolic Club Inc.
Rec. Deed Bk. 652
page 227

See: Assignment by
Keith Mack and
Mary Cohen
to: Trust + Frolic Club Inc.
Rec. Mtg. Bk. 663
page 353

See: Release of
Agreement
L. 1067 Pg. 20

See: Agreement
Rec. Deed Bk. 730
page 573

See: Agreement
re-affirming
certain covenants
Rec. Deed Bk. 730
page 875

See: Release of
Agreement
L. 1067 Pg. 20

See: Supreme Court Order
File # 1181/81

See: Release
Index 1100 Pg. 154

See: Release
Index 1101 Pg. 9

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

That the aforesaid Declarant and S-M-W, for the benefit of themselves, their successors and assigns, and in consideration of the premises, and for the purpose of carrying out the intentions above expressed, do hereby make known, publish, declare, covenant and agree that all those lots and parcels of land hereinbefore set forth shall hereafter be subject to the following covenants, restrictions, easements, reservations, charges and conditions, which shall be taken to be real covenants running with the land, and binding upon all purchasers and owners and mortgagees thereof, and/or of any portion of said premises, their heirs, distributees, executors, administrators, successors and assigns.

These covenants, restrictions, easements, reservations, charges and conditions are to run with the land and shall continue in full force and effect until September 15, 1999, at which time the same shall automatically be extended for successive periods of ten (10) years unless the Declarant shall convey in writing to the land owners that it does not consent to the continuation of the provisions of this instrument.

1. The land hereby conveyed shall be used for the purposes of one private single family residence and uses customarily incidental thereto. No building shall be erected on any one lot except one private single family house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to erection of the residence. No building or structure shall be erected within twenty feet of any of the front lines of said lot, but if the lot fronts on the lake, no building or structure shall be so located that the closest point thereof shall be nearer than

twenty feet to the high water line of the lake. As to all lots, the minimum distance from the side building line to side property line, shall be no less than five feet. Every structure, or addition thereto, shall be built upon a masonry foundation; and no structure shall be erected or placed on said lot unless built of solid permanent materials. No structures shall have tarpaper, roll brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equal. No outdoor television antennas shall be erected or maintained on the property without permission of Declarant, its successors or assigns. All structures must comply with government laws and regulations, and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver by Declarant, its successors or assigns, of compliance with such laws and regulations. No privies or outside toilet facilities shall be constructed or maintained on any lot. No sign of any description may be erected or placed on any portion of the land or building without the express written approval of Declarant, its successors or assigns. No tent, trailer or outbuilding shall ever be erected or maintained on the lot and no garage or outbuilding shall at any time be used as a temporary or permanent residence. Any structure constructed on said lot shall be completed within one year from the date of commencement of construction thereof and shall contain not less than seven hundred square feet of floor space exclusive of porches and garage.

2. The land shall be used for residential purposes only, except those lots which may, from time to time, be

designated by Declarant, its successors or assigns, for business, recreational or commercial purposes. The restrictive covenants, easements, reservations, charges and conditions contained in this instrument shall not apply to those lots so designated for business, recreational or commercial purposes as set forth in this paragraph.

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

4. No loaded guns are to be carried on premises without written permission from Declarant, its successors or assigns.

5. Declarant, for itself, its successors or assigns, hereby reserves the right without further consent or permit from land owner, to itself or to any public utility company, municipality, gas, television or water company, to grant the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in, on, over or under all roads, streets, avenues or ways on which a lot abuts, electric light, telephone, television and telegraph poles, wires and conduits, water, sewer and 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 Declarant, its successors or assigns or any public utility company, gas, television, water company or municipality maintaining such facilities at Lake Louise Marie, be deemed necessary or useful in connection with the beneficial use of the property to be conveyed by the Declarant, its successors or assigns, or of said roads, streets, avenues and ways, and only in and on said lot when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, aris-

ing out of the construction, maintenance and repair thereof, or arising out of temporary or other inconvenience caused thereby by Declarant, its successors or assigns, or by any public utility, electric, television, gas or water company or any municipality or any of its agents or servants, are hereby waived by land owner. No dedication to public use of roads, alleys, ways or beaches is intended hereby. The lots, ways or alleys referred to are deemed to include those either developed or to be developed and that are owned by Declarant, its successors or assigns. Declarant reserves title to the streets and alleys and reserves the right to dedicate such streets and alleys to the Township for use of the public.

6. No nuisance or anything obnoxious or detrimental to adjoining or adjacent property shall be maintained on any part of the property.

7. In order to preserve and protect the general esthetic appearance of the said Lake Louise Marie Development and in consideration of the Declarant providing means for supplying and furnishing to the premises, by underground pipes and conduits, propane, natural or other fuel gas for use in and upon the premises, the land owner, his heirs, legal representatives, successors and assigns, shall not place, attach, keep or maintain, or cause to be placed, attached, kept or maintained, under or above ground, or in any other place or places in or upon the premises, any cylinder, tank, bottle, receptacle or other container for the storing, keeping or using therein or therefrom any propane, natural or other fuel gas of any kind or nature whatsoever, without written permission from Declarant, its successors or assigns.

8. No gasoline or power boats are permitted on the lake with the exception of boats powered by electric motors, with the further exception of power boats that are used by the Declarant or S-M-W for the purpose of policing, maintaining and servicing the Lake.

9. No poles, clothes lines, or other devices or contrivances for the hanging or drying of laundry shall be placed, erected or maintained on or about any portion of the premises, except that there may be used thereon the certain clothes drier commonly described as "outdoor umbrella type" or other portable drier devices. Such device may be used in the rear yard on days other than Saturdays, Sundays and legal holidays, provided that the same shall be removed when not in actual use.

10. Each lot or part thereof of the said 98 lots owned by the Declarant shall after conveyance be subject to a charge at the rate of One Hundred and Twenty Five Dollars (\$125.00) annually from the date of delivery of title and each and every May 1st thereafter. Lot owner shall pay such charge to Declarant for the privilege of the use of the lake, beach and swimming pool as set forth hereinafter and for such other designated recreational facilities which are now or hereafter may be made available whether or not the same are used. Declarant shall construct and maintain and permit the use of swimming pools, lake and lake front improvements and such other recreational facilities as Declarant shall designate. Such use is to be subject to reasonable rules and regulations of the Declarant. The title to all land and bodies of water in

connection with which said privileges are granted, is expressly retained by Declarant or S-M-W. Lot owner further agrees that the use of said lake privileges, swimming pool, beaches and recreational facilities is subject to the said annual charge. The charge for such privileges and other recreational facilities 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 the successive owner or owners shall, from time of acquiring title, be deemed to have covenanted and agreed to pay the Declarant all charges, past or future, as provided for in this paragraph. This charge shall become a lien on the land on May 1st of each year and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage granted to lot owner. Said charge shall not be subordinated to any other lien or mortgage without the written consent of Declarant.

Should Declarant determine that it is necessary to increase the said charge in order to carry out the general development scheme of recreational facilities, their maintenance and operation, Declarant may at its own discretion increase the said annual charge on May 1, 1965 and at the end of each five year period thereafter; each increase for each said five year period is not to exceed 20% of the original charge of \$125.00.

Declarant shall be the sole owner of said charge and lien for lake, beach and pool privileges and other designated recreational facilities and shall maintain, in such manner as Declarant in its sole discretion

may deem advisable, all beaches and other designated recreational facilities, and lot owner shall use said beaches and other recreational facilities only in accordance with the rules and regulations promulgated and to be promulgated from time to time by the Declarant and S-M-W. Declarant reserves the right to deny the use of said beaches and other recreational facilities for violation of such rules and regulations without impairing the obligation to pay the charge for the same as herein provided. Denial of the use of such facilities by Declarant, its successors or assigns, shall remain in full force and effect until a final determination and decision is made by the Lake Louise Marie Country Club Association, a membership corporation, which shall set up its own rules and procedure regarding the hearing and rendering of said decisions, and lot owner shall abide by same. Until the Lake Louise Marie Country Club Association notifies Declarant, its successors or assigns by registered mail of such Association's decision, the decision made by the Declarant, its successors or assigns, regarding suspension for the infraction of the rules and regulations, shall remain in full force and effect. Declarant's mailing address for all notices and other communications between the parties is Lake Louise Marie Corp., Rock Hill, Sullivan County, New York. Any change in such mailing address shall be communicated to lot owner in writing.

11. If the premises abuts or borders on any canal or body of water, the land conveyed shall not include any of the land which is normally flowed on or covered by said waters and it is not intended that the deed evidencing such conveyance shall include any riparian rights in and to said waters, or the shore line below the

high water mark; and no piers, docks or mooring facilities shall be installed, erected or maintained until the plans and specifications for the same have been approved in writing by Declarant and S-M-W.

12. Declarant reserves the right to enter upon the land conveyed at any time to preserve the restrictions, conditions, covenants or agreements herein contained. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto. Invalidation of any one or more of these covenants, or part thereof, by Court judgment or order, shall in no wise affect any of the other provisions, or part thereof, which shall remain in full force and effect and any written approval by Declarant of any act shall be subject to any Municipal, County, State or Federal laws, rules or regulations.

13. The foregoing covenants and restrictions are intended to cover the above described real property only, and are not to be extended by implication or otherwise to any other property now owned or subsequently acquired by Declarant and S-M-W. Declarant and S-M-W, their successors and assigns shall not be obligated to restrict in any manner any other real property which either now owns or hereafter acquires.

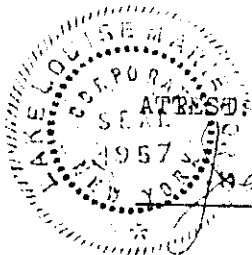
14. Enforcement of the provisions of this declaration shall be by proceeding at law or in equity to recover damages or to restrain any violation against any person or persons violating or attempting to violate any provision.

This declaration shall be binding upon the Declarant, S-M-W, and their successors and assigns, and shall be binding upon the purchasers, owners and mortgagees of individual lots and of any part or parts of said premises, and upon their heirs, distributees, executors, administrators, successors and assigns, and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

LAKE LOUISE MARIE CORP.

By: Herman Rosenbaum
President

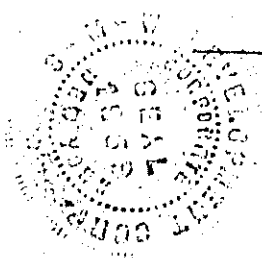


Jan Rosenbaum
Secretary

S-M-W DEVELOPMENT CORP.

By: Milton Kaufman
Vice-President

ATTEST:



E. J. [Signature]
Secretary

STATE OF NEW YORK)
) SS.:
 COUNTY OF SULLIVAN)

On this 30th day of July, 1960, before me personally came HERMAN ROSENWASSER, who, being by me duly sworn, did depose and say that he resides at Rock Hill, Sullivan County, New York; that he is President of LAKE LOUISE MARIE CORP., the corporation mentioned in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Carl P. Goldstein

CARL P. GOLDSTEIN
 Notary Public, State of New York
 Sullivan County Clerk's No. 105
 Commission Expires March 30, 1961

STATE OF NEW YORK)
) SS.:
 COUNTY OF NEW YORK)

On this 29 day of July, 1960, before me personally came MILTON KAUFMAN, who, being by me duly sworn, did depose and say that he resides at No. 110 Bank Street, New York, N. Y.; that he is the Vice-President of S-M-W DEVELOPMENT CORP., the corporation mentioned in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Carl U. Werner

Notary Public, State of New York
 Sullivan County Clerk's No. 105
 Commission Expires March 30, 1961

A true record entered AUG 2 1960 at
3:52 P.M. Millicent C. Flynn, Clerk

See: Assignment of all interest
acquired herein, by Lake Louise
Marie Corp., to Louise Marie
Bldg. Corp., recorded in
Deed Bk. 652 page 226

See: Assignment of Interest Acquired
by Louise Marie Bldg. Corp.
to June and Thelie Chubb Inc.
Re: Deed Bk. 652 page 227

See Acct Inty
Liber 663 pg 186

See: Agreement
Re: Deed Bk.
730 page 513

See: Agreement
Re: Deed Bk.
730 page 875

See: Release
of Agreement
Re: L-1067 pg 20

See: Supreme Court Order
File # 1181/81

See: Release
Liber 1100 Pg. 154

See: Release
Liber 1101 Pg. 9

Supreme Ct. Order
File # 772/84

Supreme Ct. Order
File # 582/84

Supreme Ct. Order
File # 511/84

Supreme Ct. Order
File # 757/84

Supreme Ct. Order
File # 590/84

Supreme Ct. Order
File # 697/84

Supreme Ct. Order
File # 1363/84

THIS DECLARATION made this 9th day of April, 1962, by LAKE
LOUISE MARIE CORP., a domestic corporation having its principal office at
Rock Hill, Sullivan County, New York (hereinafter referred to as the "Declarant"),
and by S-M-W DEVELOPMENT CORP., a domestic corporation having an office at
61 Broadway, New York, New York, (hereinafter referred to as "S-M-W"),

W I T N E S S E T H:

WHEREAS, the above named Declarant is the owner of the following
described real property, to wit:

137 lots comprising the lots shown in Blocks 5, 6, 6A, 6B, 7
and 8 on the map entitled "Map of Lake Louise Marie, Section
2, situate in Thompson Township, Sullivan County, New York"
prepared by Alfred B. Anderson Associates, Consulting Engineers,
East Hanover, New Jersey, and dated October, 1958, which map
was filed in the Sullivan County Clerk's Office on October
30, 1959.

12 lots comprising the lots known as lots 24 through 29 in-
clusive in Block 5, lot 57 in Block 8, lots 1, 17, 18, 22 and
28 in Block 9, as shown on the map entitled "Map of Lake Louise
Marie, Section 3, situate in Thompson Township, Sullivan
County, N.Y." prepared by Alfred B. Anderson Associates,
Consulting Engineers, East Hanover, New Jersey, and dated
November, 1958, which map was filed in the Sullivan County
Clerk's Office on October 30, 1959.

26 lots comprising the lots known as lots 29 through 37 in-
clusive in Block 5, lot 22 in Block 9, lots 5 through 16 in-
clusive in Block 20, lots 4, 5, 6 and 7 in Block 23, as shown
on the map entitled "Map of Lake Louise Marie, Section 6,
situate in Thompson Township, Sullivan County, N.Y." prepared
by Alfred B. Anderson Associates, Consulting Engineers, East
Hanover, New Jersey, and dated November, 1958, which map was
filed in the Sullivan County Clerk's Office on October 30, 1959.

WHEREAS, the said Declarant is desirous of placing certain
restrictions as hereinafter set forth upon the aforesaid premises, which shall
be binding upon all purchasers, owners and mortgagees of individual lots and
of any part or parts of said premises, and upon their heirs, distributees,
executors, administrators, successors or assigns; and

WHEREAS, S-M-W is the owner of a body of water known as Lake
Louise Marie, situate in Rock Hill, Sullivan County, New York; and

WHEREAS, S-M-W desires to effectuate the purposes of the
Declarant so that the restrictions, as hereinafter set forth upon the afore-
said premises, shall be binding upon all purchasers, owners and mortgagees of
individual lots, and of any part or parts of said premises, and upon their

heirs, distributees, executors, administrators, successors or assigns.

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

That the aforesaid Declarant and S-M-W, for the benefit of themselves, their successors and assigns, and in consideration of the premises, and for the purpose of carrying out the intentions above expressed, do hereby make known, publish, declare, covenant and agree that all those lots and parcels of land hereinbefore set forth shall hereafter be subject to the following covenants, restrictions, easements, reservations, charges and conditions, which shall be taken to be real covenants running with the land, and binding upon all purchasers and owners and mortgagees thereof, and/or any portion of said premises, their heirs, distributees, executors, administrators, successors and assigns.

These covenants, restrictions, easements, reservations, charges and conditions are to run with the land and shall continue in full force and effect until September 15, 1999, at which time the same shall automatically be extended for successive periods of ten (10) years unless the Declarant shall convey in writing to the land owners that it does not consent to the continuation of the provisions of this instrument.

1. The land hereby conveyed shall be used for the purposes of one private single family residence and uses customarily incidental thereto. No building shall be erected on any one lot except one private single family house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to the erection of the residence. No building or structure shall be erected within twenty feet of any of the front lines of said lot, but if the lot fronts on the lake, no building or structure shall be so located that the closest point thereof shall be nearer than twenty feet to the high water line of the lake. As to all lots, the minimum distance from the side building line to side property line, shall be no less than five feet. Every structure, or addition thereto, shall be built upon a masonry foundation; and no structure shall be erected or placed on said lot unless built of solid permanent materials. No structures shall have tar paper, roll brick siding or similar materials on the outside walls. Out side

materials for pitched roofs shall be asphalt shingles or their equal. No outdoor television antennas shall be erected or maintained on the property without permission of Declarant, its successors or assigns. All structures must comply with government laws and regulations, and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver by Declarant, its successors or assigns, of compliance with such laws and regulations. No privies or outside toilet facilities shall be constructed or maintained on any lot. No sign of any description may be erected or placed on any portion of the land or building without the express written approval of Declarant, its successors or assigns. No tent, trailer or outbuilding shall ever be erected or maintained on the lot and no garage or outbuilding shall at any time be used as a temporary or permanent residence. Any structure constructed on said lot shall be completed within one year from the date of commencement of construction thereof and shall contain not less than seven hundred square feet of floor space exclusive of porches and garage.

2. The land shall be used for residential purposes only, except those lots which may, from time to time, be designated by Declarant, its successors or assigns, for business, recreational or commercial purposes. The restrictive covenants, easements, reservations, charges and conditions contained in this instrument shall not apply to those lots so designated for business, recreational or commercial purposes as set forth in this paragraph.

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

4. No loaded guns are to be carried on premises without written permission from Declarant, its successors or assigns.

5. Declarant, for itself, its successors, or assigns, hereby reserves the right without further consent or permit from land owner, to itself or to any public utility company, municipality, gas television or water company, to grant the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in, on, over or under all roads, streets, avenues or ways on which a lot abuts, electric light, telephone, television and telegraph poles, wires and conduits, water, sewer and 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 Declarant, its successors or

assigns or any public utility company, gas, television, water company or municipality maintaining such facilities at Lake Louise Marie, be deemed necessary or useful in connection with the beneficial use of the property to be conveyed by the Declarant, its successors or assigns, or of said roads, streets, avenues and ways, and only in and on said lot when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, arising out of the construction, maintenance and repair thereof, or arising out of temporary or other inconvenience caused thereby by Declarant, its successors or assigns, or by any public utility, electric, television, gas or water company or any municipality or any of its agents or servants, are hereby waived by land owner. No dedication to public use of roads, alleys, ways or beaches is intended hereby. The lots, ways or alleys referred to are deemed to include those either developed or to be developed and that are owned by Declarant, its successors or assigns. Declarant reserves title to the streets and alleys and reserves the right to dedicate such streets and alleys to the Township for use of the public.

6. No nuisance or anything obnoxious or detrimental to adjoining or adjacent property shall be maintained on any part of the property.

7. In order to preserve and protect the general esthetic appearance of the said Lake Louise Marie Development and in consideration of the Declarant providing means for supplying and furnishing to the premises, by underground pipes and conduits, propane, natural or other fuel gas for use in and upon the premises, the land owner, his heirs, legal representatives, successors and assigns, shall not place, attach, keep or maintain, or cause to be placed, attached, kept or maintained, under or above ground, or in any other place or places, in or upon the premises, any cylinder, tank, bottle, receptacle or other container for the storing, keeping or using therein or therefrom any propane, natural or other fuel gas of any kind or nature whatsoever, without written permission from Declarant, its successors or assigns.

8. No gasoline or power boats are permitted on the lake with the exception of boats powered by electric motors, with the further exception of power boats that are used by the Declarant or S-M-W for the purpose of policing, maintaining and servicing the Lake.

9. No poles, clothes lines, or other devices or contrivances for the hanging or drying of laundry shall be placed, erected or maintained on or about any portion of the premises, except that there may be used thereon the certain clothes drier commonly described as "outdoor umbrella type" or other portable drier devices. Such device may be used in the rear yard on days other than Saturdays, Sundays and legal holidays, provided that the same shall be removed when not in actual use.

10. Each lot or part thereof of the said 137 lots in Section 2, the 12 lots in Section 3 and the 26 lots in Section 6 owned by the Declarant shall after conveyance be subject to a charge at the rate of One Hundred and Twenty-Five (\$125.00) Dollars annually from the date of delivery of title and each and every May 1st thereafter. Lot owner shall pay such charge to Declarant for the privilege of the use of the lake, beach and swimming pool as set forth hereinafter and for such other designated recreational facilities which are now or hereafter may be made available whether or not the same are used. Declarant shall construct and maintain and permit the use of swimming pools, lake and lake front improvements and such other recreational facilities as Declarant shall designate. Such use is to be subject to reasonable rules and regulations of the Declarant. The title to all land and bodies of water in connection with which said privileges are granted, is expressly retained by Declarant or S-M-W. Lot owner further agrees that the use of said lake privileges, swimming pool, beaches and recreational facilities is subject to the said annual charge. The charge for such privileges and other recreational facilities 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 the successive owner or owners shall, from time of acquiring title, be deemed to have covenanted and agreed to pay the Declarant all charges, past or future, as provided for in this paragraph. This charge shall become a lien on the land on May 1st of each year and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage granted to lot owner. Said charge shall not be subordinated to any other lien or mortgage without the written consent of Declarant. Should Declarant deter-

11. No fence may be constructed, erected or maintained on the property of any lot owner that is more than four (4) feet high, except that the Declarant, its successors and assigns, may for safety purposes wherever it deems necessary, construct a higher fence.

12. If the premises abuts or borders on any canal or body of water, the land conveyed shall not include any of the land which is normally flowed on or covered by said waters and it is not intended that the deed evidencing such conveyance shall include any riparian rights in and to said waters, or the shore line below the high water mark; and no piers, docks or mooring facilities shall be installed, erected or maintained until the plans and specifications for the same have been approved in writing by Declarant and S-M-W.

13. Declarant reserves the right to enter upon the land conveyed at any time to preserve the restrictions, conditions, covenants or agreements herein contained. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. Invalidity of any one or more of these covenants, or part thereof, by Court judgment or order, shall in no wise affect any of the other provisions, or part thereof, which shall remain in full force and effect and any written approval by Declarant of any act shall be subject to any Municipal, County, State or Federal laws, rules or regulations.

14. The foregoing covenants, and restrictions are intended to cover the above described real property only, and are not to be extended by implication or otherwise to any other property now owned or subsequently acquired by Declarant and S-M-W. Declarant and S-M-W, their successors and assigns shall not be obligated to restrict in any manner any other real property which either now owns or hereafter acquires.

15. Enforcement of the provisions of this declaration shall be by proceedings at law or in equity to recover damages or to restrain any violation against any person or persons violating or attempting to violate any provision.

mine that it is necessary to increase the said charge in order to carry out the general development scheme of recreational facilities, their maintenance and operation, Declarant may at its own discretion increase the said annual charge on May 1, 1965 and at the end of each five year period thereafter; each increase for each said five year period is not to exceed 20% of the original charge of \$125.00.

Declarant shall be the sole owner of said charge and lien for lake, beach and pool privileges and other designated recreational facilities and shall maintain, in such manner as Declarant in its sole discretion may deem advisable, all beaches and other designated recreational facilities, and lot owner shall use said beaches and other recreational facilities only in accordance with the rules and regulations promulgated and to be promulgated from time to time by the Declarant and S-M-W. Declarant reserves the right to deny the use of said beaches and other recreational facilities for violation of such rules and regulations without impairing the obligation to pay the charge for the same as herein provided. Denial of the use of such facilities by Declarant, its successors or assigns, shall remain in full force and effect until a final determination and decision is made by the Lake Louise Marie Country Club Association, a membership corporation, which shall set up its own rules and procedure regarding the hearing and rendering of said decisions, and lot owner shall abide by same. Until the Lake Louise Marie Country Club Association notifies Declarant, its successors or assigns by registered mail of such Association's decision, the decision made by the Declarant, its successors or assigns, regarding suspension for the infraction of the rules and regulations, shall remain in full force and effect. Declarant's mailing address for all notices and other communications between the parties is Lake Louise Marie Corp., Rock Hill, Sullivan County, New York. Any change in such mailing address shall be communicated to lot owner in writing.

10.(a) Notwithstanding anything herein contained, the Declarant reserves the right to deny the use of the said pool, lake and any other facilities to the lotowner upon the failure of the lotowner to pay the said annual charge of \$125.00 on May 1st of each year. The denial of the use of the pool, lake and any other facilities shall not be subject to any other ruling whatsoever of the Lake Louise Marie Country Club Association.

This declaration shall be binding upon the Declarant, S-M-W, and their successors and assigns, and shall be binding upon the purchasers, owners and mortgagees of individual lots and of any part or parts of said premises, and upon their heirs, distributees, executors, administrators, successors and assigns, and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

LAKE LOUISE MARIE CORP.

By Henry Rosenwasser
President.

ATTEST:

Joan Rosenwasser
Secretary

S-M-W DEVELOPMENT CORP.

By Chas W. Lyons, Jr.
Vice President

ATTEST:

Paul C. Jordan
Secretary

KNOW ALL MEN BY THESE PRESENTS, that LOUISE MARIE BUILDING CORP., a domestic corporation having its office and place of business at Rock Hill, New York, Assignor, in consideration of the sum of \$1.00 and other good and valuable considerations to it in hand paid by FUN & FROLIC CLUB INC., a domestic corporation having its office and place of business in the Town of Thompson, Sullivan County, New York, Assignee, do hereby sell, assign, transfer and set over to the assignee all its right title and interest acquired under a certain declaration made by and between Lake Louise Marie Corp and S M W Development Corp dated July 29 1960 and recorded in the Sullivan County Clerks Office on August 2 1960 in liber 602 of conveyances at page 436, and also under a certain declaration made by and between Lake Louise Marie Corp and S M W Development Corp dated April 9 1962 and recorded in the Sullivan County Clerks Office on November 9 1962 in liber 646 of deeds at page 355, together with the liens created thereby, and all the moneys due or that may grow due and payable thereunder.

The Assignor, for the purpose of inducing the Assignee to accept this assignment and to pay a valuable consideration therefor, does hereby represent and warrant that said declarations and the moneys and rights thereunder or the Assignor have not heretofore been sold, assigned, transferred, encumbered, pledged or hypothecated, and that the Assignor is sole owner thereof and has the right to make this assignment, and that the lien and obligations created by such declarations have not been released or in anywise impaired, and that no other persons, firms or corporations are interested therein or entitled thereto or any part thereof.

Annexed hereto and made a part hereof is a list of the present homeowners who are now subject to and liable to pay the charges and liens for the use of the recreational facilities and the Assignor agrees that it will furnish Assignee with such additional names of homeowners as are obligated to make such payments as and when homes are contracted for and purchased, at least once every two months.

IN WITNESS WHEREOF the assignor has caused this instrument to be executed by a duly authorized officer and the corporate seal to be hereunto affixed this 28th day of March, 1963.

LOUISE MARIE BUILDING CORP

by

Pres.

STATE OF NEW YORK COUNTY OF SULLIVAN SS.:

On this 28th day of March 1963 before me personally came ELI SHAPIRO to me known who being by me duly sworn did depose and says that he resides at Monticello NY that he is the President of Louise Marie Building Corp, the corporation described in and which executed the within instrument, that he knows the seal of said corporation, that the seal affixed to this instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name hereto by like order.

Notary Public in State of New York
Residing in Sullivan County Clerk No. 108
Commission Expires 3-30-1963

A true record entered APR 1 1963
 12:44 P.M.
 Registrant C. Flynn, Clerk

BOOK

652 PAGE 227

AGREEMENT made this 12th day of March, Nineteen Hundred and Sixty-nine, by and between GENERAL RESORT DEVELOPMENT CORP., a domestic corporation, having its principal place of business at 60 East 42nd Street, New York, New York, hereinafter referred to as "GENERAL" and FUN & FROLIC CLUB, INC., a domestic corporation, having its principal place of business at Rock Hill, Sullivan County, New York, hereinafter referred to as "FUN & FROLIC".

W I T N E S S E T H :-

WHEREAS, General is now the owner of Lake Louise Marie and of certain lands and premises abutting the same and in the vicinity thereof; and

WHEREAS, Fun & Frolic is now the owner of the deed-agreement and of the two (2) declarations hereinafter referred to; and

WHEREAS, the parties hereto desire that General acknowledge and re-affirm the legality, applicability and validity of said deed-agreement and declarations as well as of the judgment herein referred to.

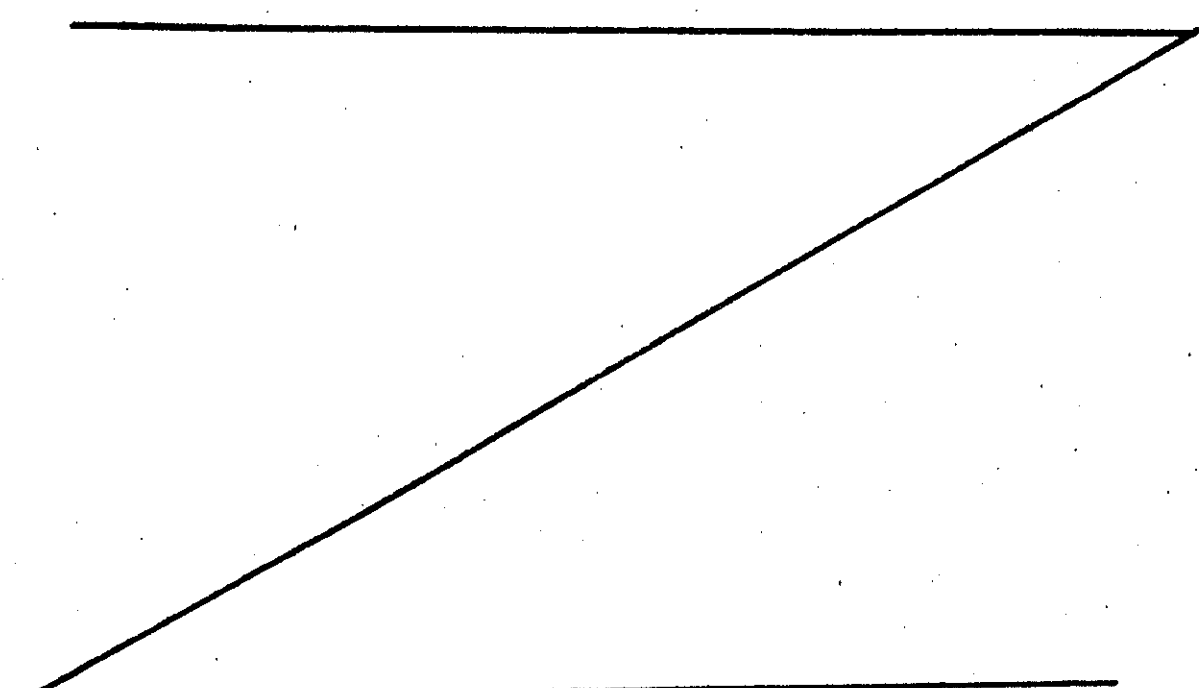
NOW, THEREFORE, in consideration of one and more dollars and other good and valuable considerations paid to General, the receipt and sufficiency of which are hereby acknowledged, General does hereby acknowledge and re-affirm the legality, applicability and validity of the declarations, charges, restrictions, covenants and all the provisions contained in a deed and agreement from and between Lake Louise Marie Corp. and S M W Development Corp., dated November 16, 1959 and

R 3/26/69

recorded in the Sullivan County Clerk's Office on November 25, 1959 in Liber 592 of Deeds, at page 28, in a declaration by Lake Louise Marie Corp. and S-M-W Development Corp., dated July 29, 1960 and recorded in the Sullivan County Clerk's Office on August 2, 1960 in Liber 602 of Deeds, at page 436 and in a declaration by Lake Louise Marie Corp. and S-M-W Development Corp., dated April 9, 1962 and recorded in the Sullivan County Clerk's Office in Liber 646 of Deeds, at page 355, as well as of a judgment granted in an action in the Supreme Court, Sullivan County, wherein Lake Louise Marie Community Association, Inc., et al., are plaintiffs and Lake Louise Marie Corp., et al., are defendants.

This instrument and the acknowledgment and re-affirmation herein contained shall inure to the benefit of Fun & Frolic and to its successors and assigns, and shall be binding upon General and its successors and assigns.

IN WITNESS WHEREOF, GENERAL RESORT DEVELOPMENT



EASEMENT

The Undersigned, hereinafter called the Grantor, being the owner of or having an interest in land situate in the Township of Thompson, County of Sullivan, State of New York, being the same land more fully described in Deed dated January 15, 1957 between Lake Louise Marie Estates, Inc. and Lake Louise Marie Corp. recorded on January 18, 1957 in Liber 542 of Deeds, page 264 of the County of Sullivan.

In Consideration of \$1.00 paid by the Grantee, hereby grants and releases unto the New York Telephone Company a corporation organized under the laws of the State of New York, herein called the Grantee, its successors and assigns, its or their lessees or licensees, the right, privilege, and authority to construct, reconstruct, extend, operate, inspect, maintain, and at its pleasure, remove a pole line with the necessary wires, cross arms, guy wires, braces and other fixtures and appurtenances used or adopted for the transmission and/or distribution of electric current and/or for telephone or telegraph communication for public or private use, upon the highways abutting or running through said land. Further permission is granted to put guy wires and braces for said poles upon or over said land or property provided however, that the said guy wires and braces run along the side lot lines between plots. Further permission is granted to extend electric distribution lines and telephone distribution lines upon and over said land and property provided however, that the poles are situated in the 50' right of way provided for streets and sidewalks, and are 8' in. from the perimeter line of the 50' right of way and provided further that the electric and telephone distribution lines run along streets and roads as herein provided.

Together with the right to trim, cut, and remove trees and brush to the extent necessary to clear said wires and pole line by at least 15 feet.

Provided however, that any damage (other than for trimming, cutting or removing trees, as above provided) to the property of the Grantor, caused by the Grantee in construction or repairing said line, shall be borne by the Grantee.

In Witness Whereof, the Grantor has hereunto set its hand and seal this 15th day of August, 1958.

WITNESS

LAKE LOUISE MARIE CORP.

Bernard Schwartz, Pres.

3 Tamaling Road
East Rockaway, New York

STATE OF NEW YORK)
COUNTY OF SULLIVAN) SS.

On the 29th day of September, in the year 1958 before me personally came Bernard Schwartz to me known, who, being by me duly sworn, did depose and say that he resides in 3 Tamaling Road East Rockaway, New York, that he is the President of the Lake Louise Marie Corp. the corporation described in and which executed the above instrument; that he known the seal affixed to said instrument is such corporate seal that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order

A true record entered OCT - 7 1958 at
11:55 4-14 Millicent C. Flynn, Clerk

Benjamin M. Goldstein
NOTARY PUBLIC

575-303
EASEMENT

The Undersigned, hereinafter called the Grantor, being the owner of or having an interest in land situate in the Township of Thompson, County of Sullivan, State of New York, being the same land more fully described in Deed dated January 15, 1957 between Lake Louise Marie Estates, Inc. and Lake Louise Marie Corp. recorded on January 18, 1957 in Liber 542 of Deeds, page 264 of the County of Sullivan.

In Consideration of \$1.00 paid by the Grantee heroby grants and releases unto the N.Y. State Electric & Gas Corp. having office at 1088, Green St. Ithaca N.Y. a corporation organized under the laws of the State of New York, hereinafter called the Grantee its successors and assigns, its or their licensees, or licensees, the right, privilege, and authority to construct, erect, install, extend, operate, inspect, maintain, and at its pleasure remove a pole line with the necessary wires, cross arms, guy wires, braces and other fixtures and appurtenances used or adopted for the transmission and/or distribution of electric current and/or for telephone or telegraph communication for public or private use, upon the highways abutting or running through said land. Further permission is granted to put guy wires and braces on said poles upon or over said land or property provided however, that the said guy wires and braces run along the side lot lines between plots. Further permission is granted to extend electric distribution lines and telephone distribution lines upon and over said land and property provided however, that the poles are situated in the 50' right of way provided for streets and sidewalks, and are 8' in from the perimeter line of the 50' right of way and provided further that the electric and telephone distribution lines run along streets and roads as herein provided.

Together with the right to trim, cut, and remove trees and brush to the extent necessary to clear said wires and pole line by at least 15 feet.

Provided however, that any damage (other than for trimming, cutting or removing trees, as above provided) to the property of the Grantor, caused by the Grantee in construction or repairing said line, shall be borne by the Grantee.

In Witness Whereof, the Grantor has hereunto set its hand and seal this 15th day of August, 1958.

WITNESS:

Joseph Greenberg
SECRET

LAKE LOUISE MARIE CORP.

Bernard Schwartz, President

Bernard Schwartz
3 Tamaling Road
East Rockaway, New York

STATE OF NEW YORK)
COUNTY OF SULLIVAN) SS.

On the 29th day of September, in the year 1958 before me personally came Bernard Schwartz to me known, who, being by me duly sworn, did depose and say that he resides in 3 Tamaling Road East Rockaway, New York, that he is the President of the Lake Louise Marie Corp., the corporation described in and which executed the above instrument, that he known the seal affixed to said instrument is such corporate seal that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order

A true record entered JAN 23 1959 at
3:03 P.M. Millicent C. Flynn, Clerk

Benjamin M. Goldstein
NOTARY PUBLIC