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ENTERED ON ACMS

Mary Purzycki, Kenneth Purzycki, Dhiren Patel, Rita Desai, Daniel Desai, Rashmin Patel, William Martin, Barbara Seaman, Sabina Vermont, Madeline Keyworth Elaine Gavalyas, Anthony Longo, Dipak Patel, Sunil Patel, Jiuisha Patel,

Plaintiffs,

v.

Lake Parsippany Property Owners Association, Inc.; Board of Directors,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION:
MORRIS COUNTY

DOCKET NO: MRS-C-2-17

Civil Action

VERIFIED COMPLAINT

RECEIVED & FILED
SUPERIOR COURT
MORRIS COUNTY
CIVIL DIVISION
2017 JAN -9 P 2:17

Plaintiffs, Mary Purzycki, Kenneth Purzycki, Dhiren Patel, Daniel Desai, Rita Desai, Rashmin Patel William Martin, Barbara Seaman, Sabina Vermont, Madeline Keyworth Elaine Gavalyas, Anthony Longo, Dipak Patel, Sunil Patel and Jiuisha Patel through their attorney Brian M. Rader, Esquire and by way of Complaint against the Lake Parsippany Property Owners Association, Inc. says:

PARTIES

1. Plaintiffs Mary Purzycki, Kenneth Purzycki, Dhiren Patel, Rita Desai, Rashmin Patel William Martin, Barbara Seaman, Sabina Vermont, Madeline Keyworth Elaine Gavalyas, Anthony Longo, (the "Owners") are owners of certain lots located within a

geographic region of the Township of Parsippany-Troy Hills ("Parsippany"), New Jersey, more formally known as Lake Parsippany.

2. The Lake Parsippany Property Owners Association, Inc. ("LPPOA") is a non-profit corporation formed to administer, manage and operate the common affairs of Lake Parsippany.

JURISDICTION AND VENUE

3. Jurisdiction is proper in the Superior Court of New Jersey – Morris County because Lake Parsippany is located in Morris County, New Jersey.

FACTS COMMON TO ALL COUNTS

4. In the early 1930's, The New York Daily Mirror, part of the Mirror Holding Corp., ("Mirror") purchased a large tract (the "Tract") of pasture and farmland in Parsippany. Mirror excavated out 159 acres and erected a dam that formed Lake Parsippany.

5. On or about October 24, 1933, the Lake Parsippany Property Owners' Association (the "LPPOA") was duly incorporated to manage the common affairs of Lake Parsippany, as well as the facilities (the "Common Facilities"), including the actual lake (the "Lake"). **See Exhibit "A".**

6. On or about December 7, 1935, by way of a Master Deed, Mirror conveyed the Common Facilities to the LPPOA. **See Exhibit "B".**

7. Throughout the 1930's and 1940's, Mirror sold the vast majority of lots to individuals (the "Lot Owners"). There are approximately 2,200 lots within the Tract.

8. The Tract and its Common Facilities was marketed and advertised as being for the *exclusive* use of all Lot Owners. **See Exhibit "C".**

9. Pursuant to the Master Deed, the Lake was to be 'held by the Association (the LPPOA) for the use of the *property owners* at Lake Parsippany for boating, bathing and fishing,

subject to the *rights of the adjoining owners*, to use the said waters for like purposes, subject also to sanitary regulations..." (hereinafter referred to as the "Restrictive Covenant").

10. Accordingly, the terms of the Master Deed were consistent with the Mirror's marketing of the Tract as the Lake was intended to be for the benefit of the Lot Owners only.

11. Pursuant to the LPPOA's By-Laws, "Any person of good moral character who is either a property owner or a resident of Lake Parsippany or adult member of a property owner or resident's immediate family properly proposed and vouched for shall be entitled to be a member of this association." See Exhibit "D".

12. Initially, the LPPOA supervised all community activities, such as fire and police protection, water supply, sewage disposal, electricity, abatement of nuisances, and compliance with building regulations.

13. In 1941, the LPPOA supervised all community activities, and until 1948, roads and garbage collection were maintained by the LPPOA. In 1948, road maintenance and garbage pickup were delegated to the Township.

14. Membership in the LPPOA is not mandatory, and never has been mandatory.

15. Eventually, maintenance of the Lake's dams and drainage basins were also delegated to the Township. See Exhibit "E".

16. In or about 1990, the LPPOA permitted non-Lot Owners to join the LPPOA. In addition, the LPPOA granted rights in the Lake to non-Lot Owners.

17. By doing so, the LPPOA breached the Restrictive Covenant, and its own By-Laws.

18. The Lake was to be held exclusively for Lot Owners, and through its own conduct, the LPPOA willfully and overtly abolished any common-interest or neighborhood scheme.

19. To illustrate a true lack of exclusivity, the slogan for Lake Parsippany became: “You don’t have to live here, to play here... You just have to join!”. **See Exhibit “F”**.

20. On or about August 3, 2015, the LPPOA issued a memorandum to members of the LPPOA stating the following: “In reviewing our annual finances, the Board has projected that the possibility exists that we may be unable to support the lake from our operating budget within the next 6-10 years.” **See Exhibit “G”**.

21. Accordingly, the LPPOA pursued an investigation into the possibility of “assessing” the Owners, or charging a mandatory, annual fee against all Lot Owners.

22. The LPPOA engaged Dolan and Dolan, Attorneys at Law (“Dolan”) who issued an opinion, which the LPPOA publicized on its website, and distributed to members of the public at open meetings. **See Exhibit “H”**.

23. The opinion of Dolan asserts that the Lot Owners maintain an easement over the Lake; hence, they are responsible to maintain and preserve same. The language Dolan relies upon is the Restrictive Covenant.

24. Alternatively, Dolan suggested that the LPPOA could “encourage property owners to voluntarily elect” to enter into a restrictive covenant which would bind the individual property to membership in the LPPOA. The LPPOA never pursued this option.

25. However, as noted above, the LPPOA breached the Restrictive Covenant. The Lot Owners’ rights in the Lake, i.e, the right to bathe, fish and boat, were conditioned upon the LPPOA maintaining the exclusivity that was originally intended for Lake Parsippany.

26. By failing to maintain the exclusivity, the LPPOA abolished Lake Parsippany’s original plan or neighborhood scheme. Hence, the LPPOA is precluded from enforcing individual aspects of the original plan for its own benefit.

27. In other words, there is no common-interest or neighborhood scheme in place.

28. In fact, in June 1969, the LPPOA's own counsel questioned the consequences of permitting non-Lot Owners, and even suggested that same would jeopardize the non-profit status of the LPPOA. See Exhibit "I".

29. Despite the foregoing, the LPPOA approved a resolution that would charge the Lot Owners the Assessment, and permit the LPPOA to establish collection actions against the Lot Owners for non-payment (the "Resolution"). The Resolution, which cites case law that is highly distinguishable from Lake Parsippany, further asserts that Lot Owners who fail to pay would be charged interest, late fees and attorney's fees, and a lien may be recorded against the Lot Owners' property. See Exhibit "J" (the Owners were unable to procure a signed copy of the Resolution).

30. On or about January 7, 2017, the LPPOA, through its property management company, Cedarcrest Property Management ("Cedarcrest"), sent the Lot Owners an "invoice as of 12/31/16", for \$115.00. The invoice further states that "payment is due January 1, 2017" (the "Invoice"). See Exhibit "K".

31. The Invoice was accompanied by correspondence which indicated that if payment is not received by March 15, 2017, a "a late notice will be mailed to include a \$25.00 late fee asking for payment immediately".

32. However, there is no contract between the parties, and no statute, that would authorize the LPPOA to charge any late fee.

33. The threat of a \$25.00 late fee was intentional, and was intended to intimidate and harass the Lot Owners into paying the Assessment.

34. The LPPOA is a shell of an entity that exists to operate a social club that is comprised, significantly, of individuals who are not even Lot Owners.

35. Under the circumstances, the LPPOA has no authority to levy the Assessment against the Lot Owners, and has no authority to institute collection actions against the Lot Owners for non-payment.

36. The Owners, who qualify as Lot Owners, now bring this action to restrain the LPPOA from levying and enforcing the Assessment.

FIRST COUNT
Declaratory Judgment Pursuant to N.J.S.A. 2A:16-53 to Determine the Rights, Interests
and Obligations of the Parties

37. The Owners incorporate herein by reference all the allegations made in previous paragraphs, inclusive, as though fully set forth herein.

38. N.J.S.A. 2A:16-51 provides that the purpose of the Declaratory Judgment Act is to be liberally construed to effectuate its purpose which is to settle and afford relief from the uncertainty and insecurity with respect to rights, status and legal obligations.

39. The Declaratory Judgment Act empowers the court to declare rights, status and other legal relations, affected by a statute or otherwise, within its legal and equitable jurisdiction. N.J.S.A. 2A:16, 2A:16-53.

40. N.J.S.A. 2A:16-53 provides that a “person interested under a deed, will, written contract or other writing constituting a contract, or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder.”

41. As noted in the Resolution, based on language in the Master Deed, and particular case law, the LPPOA is moving to levy an Assessment against all Lot Owners.

42. The LPPOA must be barred from implementing and enforcing the Assessment because to justify the Assessment, the LPPOA relies on language in the Master Deed that the LPPOA itself violated.

43. The LPPOA, through its conduct, abolished the original plan, or common-interest scheme that was intended for Lake Parsippany.

44. Moreover, the LPPOA's Resolution further asserts the intent to establish a collection procedure in the event the Owners do not pay the assessment. Pursuant to the Resolution, the LPPOA intended to establish a collection procedure to collect not only the Assessment, but interest, late fees, attorney's fees, and the right to record a lien against a Lot Owners' property.

45. There is no basis to record a lien against the Lot Owners for failure to pay the Assessment, and there is no privity of contract or statute on point to justify an award of attorney's fees or late fees.

46. However, on or about January 7, 2017, the LPPOA, through Cedarcrest, sent Invoices to the Lot Owners which threatened to charge a \$25.00 late fee if the Lot Owners failed to pay the Assessment by March 15, 2017.

47. Based on the foregoing, there presently exists an actual controversy between the Owners and the LPPOA.

48. The LPPOA should be barred from implementing and enforcing the Assessment.

WHEREFORE, Plaintiff demands judgment against Defendant as follows: (1) Declaring and adjudging the nature and extent of Plaintiff's rights and obligations; specifically barring the LPPOA from implementing and collecting the Assessment; (2) compensatory damages, (3) consequential damages, (4) punitive damages, (5) remedies provided for under any state and/or federal statutes; (6) lawful interest, (7) attorney's fees and costs together with such other and further relief as this Court may deem just and proper.

Jardim, Meisner & Susser, P.C.
Attorneys for Plaintiff

Dated: 1/9/17

By: 

Brian M. Rader, Esquire

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4 Brian M. Rader, Esq. is designated as trial counsel in this matter.

NOTICE PURSUANT TO RULE 1:5-1(a) and RULE 4:18-4(c)

Take notice that, pursuant to R. 1:5-1(a) and R. 4:18-4(c), Plaintiffs hereby demand that each party named in the complaint that serves or receives pleadings of any nature (including discovery) to or from any other party to the action, forward copies of same along with any documents provided in answer or response thereto to counsel for Plaintiffs and take notice that this is a continuing demand.

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SUPERIOR COURT
2017 JAN -9 P 2:17
HOBBS COUNTY
CIVIL DIVISION

CERTIFICATION PURSUANT TO R. 4:-1

The undersigned certifies that, upon their initial review of this matter, that no other action or arbitration proceeding is currently contemplated and that they are unaware of any other parties who currently should be joined to this action.



Dated: 1/9/17

CERTIFICATION PURSUANT TO RULE 1:38-7(b).

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b). I further certify that this dispute is not the subject of any other action pending in in any other court or pending arbitration proceeding to the best of my knowledge and belief. Also, to the best of my knowledge, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this Complaint, I know of no other parties that should be made a part of this lawsuit. In addition, I recognize my continuing obligation to file and serve on all parties and the court an amended certification if there is a change in the facts stated in the original certification.



Dated: 1/9/17

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SUPERIOR COURT
2017 JAN -9 P 2:17
MORRIS COUNTY
CIVIL DIVISION

VERIFICATION

I, Mary Purzycki, of full age, hereby certifies as follows:

1. I am a Lot Owner in Lake Parsippany, and reside at 273 Marcella Road, Parsippany, NJ 07054.
2. I have read the foregoing complaint and on my own personal knowledge and review, I know that the facts set forth herein are true and they are incorporated in this certification by reference.
3. I certify that the above statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DATE:

Jan 9, 2017

Mary Purzycki
MARY PURZYCKI

EXHIBIT “A”

The corporation shall have power to conduct its business in all its branches, have one or more offices, and unlimitedly to hold, purchase, mortgage and convey real and personal property in the State of New Jersey, and as well in all other states, territory or colony of the United States and in any foreign country or place.

Fourth: The total authorized capital stock of this corporation is \$20,000. divided into two hundred shares of the par value of one hundred dollars.

Fifth: The names and post office addresses of the incorporators and the number of shares subscribed for by each, the aggregate of such subscription amounting to two thousand dollars being the amount of capital stock with which the Company will commence business, are as follows:

NAME	POST OFFICE ADDRESS	NO SHARES.
Abe Gurevitz	26 Park Place, Morristown, N. J.	18
Lucille Mitchell	27 Ridgedale Ave., " " "	1
Edna Antony,	29 Ridgedale Ave., " " "	1

Sixth: The period of existence of this corporation is unlimited.

In Witness Whereof, we have hereunto set our hands and seals this 24th day of October, A. D. 1933.

Signed, sealed and delivered
in the presence of
Michael Weinstein

Abe Gurevitz (L.S.)
Lucille Mitchell (L.S.)
Edna Antony (L.S.)

Be it remembered, That on this 24th day of October, A.D., 1933, before me,
A Notary Public of New Jersey personally appeared, Abe Gurevitz, Lucille Mitchell and Edna Antony, who I am satisfied are the persons named in and who executed the foregoing certificate, and I having first made known to them the contents thereof, they did each acknowledge that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Michael Weinstein

A Notary Public N. J.

Received and Recorded October 24th, 1933, at 1:40 o'clock P. M.

E. Bertram Mott, Clerk.

No. 2770.

CERTIFICATE OF INCORPORATION
of the

LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION, INC.,

✓ THIS IS TO CERTIFY, That the undersigned do hereby associate themselves into the corporation under and by virtue of the provisions of an act of the Legislature of the State of New Jersey entitled "An act to incorporate associations not for pecuniary profit," approved April twenty-first, Eighteen hundred and ninety-eight, and the several supplements thereto and acts amendatory thereof.

FIRST:- The name of the corporation is LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION, INC.

SECOND:- The purposes for which this corporation is formed are:

(a) To own, maintain, improve, beautify and keep the beaches and parks at Lake Parsippany, in the Township of Parsippany-Troy Hills, in the County of Morris and State of New Jersey.

(b) To maintain, improve, and beautify the streets, roads, avenues, in said Lake Parsippany, in said Township of Parsippany-Troy Hills, in the County of Morris and State of New Jersey, for the benefit of the inhabitants, residents, property owners and the general public of said Lake Parsippany.

(c) To own, operate and maintain at said Lake Parsippany, in the Township of Parsippany-Troy Hills, in the County of Morris and State of New Jersey, a club or community house or social or civic center for social, civic and recreational purposes for the benefit of the members of the Association.

THIRD:- The location of the principal office of this corporation is at Lake Parsippany, in the Township of Parsippany-Troy Hills, in the County of Morris and State of New Jersey, and the name of the agent therein and in charge thereof, upon whom process against the corporation may be served is Frank R. McCarthy, whose residence is 396 Mountain Road, Union City, New Jersey.

FOURTH:- The number of trustees of this corporation is seventeen.

FIFTH:- The names of the trustees selected for the first year of the existence of

this corporation are: William H. Brown, E. P. Fisler, Milton Gibian, Anton J. Huck, George P. Johnson, Louis W. Kahout, Clarence A. Loehwing, Frank R. McCarthy, George McDougall, James Magnatta, Fred G. Miller, Timothy Mulroy, William C. Niemand, Nils Pearson, Albert Wasko, George A. West, John P. Yanco.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19th day of October, 1933.

Signed, sealed and delivered
in the presence of:

Albert Wasko _____
E. P. Fisler _____
John P. Yanco _____
Milton Gibian _____
George McDougall _____
Clarence A. Loehwing _____
Frank R. McCarthy _____
James Magnatta _____
Nils Pearson _____
George P. Johnson _____
Anton John Huck _____
Fred G. Miller _____
William H. Brown _____
Timothy Mulroy _____
William C. Niemand _____
Louis W. Kahout _____
George A. West _____

STATE OF NEW YORK, SS.: BE IT REMEMBERED, That on this 19th day of October, 1933, before
COUNTY OF NEW YORK. me, a Commissioner of Deeds, personally appeared William H.
Brown, E. P. Fisler, Milton Gibian, Anton J. Huck, George P.
Johnson, Louis W. Kahout, Clarence A. Loehwing, Frank R. McCarthy, George McDougall,
James Magnatta, Fred G. Miller, Timothy Mulroy, William C. Niemand, Nils Pearson, Albert
Wasko, George A. West and John P. Yanco, who, I am satisfied are the persons named in
and who executed the foregoing certificate, and I having first made known to them the
contents thereof, they did each acknowledge that they signed, sealed and delivered the
same as their voluntary act and deed, for the uses and purposes therein expressed.

Ludwig B. Freudenthal
Commissioner of Deeds for New Jersey

Received and recorded Oct. 25th, 1933 at 9:15 o'clock A. M.

E. Bertram Mott, Clerk.

No. 2772

CERTIFICATE OF INCORPORATION
OF
SEABURY & SONS, INC.

THIS IS TO CERTIFY, That We, Simon Brett, Thomas F. Murphy and Mortimer S. Edelstein, do hereby associate ourselves into a corporation, under and by virtue of the provisions of an act of the Legislature of the State of New Jersey, entitled "An Act concerning corporations (Revision of 1896)" and the several supplements thereto and acts amendatory thereof, and do severally agree to take the number of shares of capital stock set opposite our respective names.

FIRST: The name of the corporation is SEABURY & SONS, INC.

SECOND: The location of the principal office in this State is at 708 Main Street, in the City of Boonton, County of Morris.

The name of the agent therein and in charge thereof, upon whom process against this corporation may be served, is Richard W. Seabury.

THIRD: The objects for which this corporation is formed are:

1. To transport by aircraft in interstate and/or foreign commerce passengers, freight, securities and articles of merchandise of every nature and description.
2. To carry mail under contract with the United States Government.
3. To acquire by purchase or otherwise, to own, lease, operate, sell or otherwise dispose of aircraft of every nature and description, the motors therefor and accessories thereto.

EXHIBIT “B”

PLAAT, the receipt thereof I do hereby acknowledge and him therefrom acquit, exonerate and forever discharge, have granted, bargained, sold, assigned, transferred and conveyed and by these presents do grant, bargain, sell, assign, transfer and convey unto the said JOHN VANDER PLAAT his heirs and assigns, all and singular the said land and premises with the appurtenances, privileges and hereditaments thereto belonging or in any wise appertaining: TO HAVE AND TO HOLD the same unto the said JOHN VANDER PLAAT, his heirs and assigns, to his and their only proper use, benefit and behoof, forever, in as full, ample and beneficial a manner as by virtue of the said writ of Fieri Facias, I, may, can or ought to convey the same: And I, the said FRED S. MYERS, for myself, my heirs, executors and administrators, do hereby covenant, promise and agree to and with the said JOHN VANDER PLAAT, of the City of Garfield, County of Bergen, and State of New Jersey, his heirs and assigns, that I have not, as such Sheriff, as aforesaid, done or caused, suffered or procured to be done, any act, matter or thing whereby the estate hereby intended to be conveyed in and to the said lot of land and premises with the appurtenances, is, may or can be changed, encumbered or defeated in any way whatever. IN WITNESS WHEREOF, I, the said FRED S. MYERS, as such Sheriff as aforesaid, have hereunto set my hand and seal, this fourth day of December, in the year of our Lord, one thousand nine hundred and thirty-five.

Signed, Sealed and Delivered
in Presence of
Robert L. Murphy

Fred S. Myers (L.S.)

STATE OF NEW JERSEY
COUNTY OF MORRIS, SS.

I, FRED S. MYERS, Sheriff of said County of Morris, do solemnly swear that the land and real estate described in this deed made by me to JOHN VANDER PLAAT, was by me sold, by virtue of a good and subsisting, Execution, as is therein recited; that the money ordered to be made has not been, to my knowledge or belief, paid or satisfied; that the time and place of the sale of the said land and real estate were by me duly advertised, as required by law; and that the same was cried off and sold, to a bona fide purchaser, for the best price that could be obtained.

Fred S. Myers,
Sheriff

Subscribed and sworn before me, one of the Masters of the Court of Chancery of the State of New Jersey, on this fourth day of December, in the year of our Lord One Thousand nine hundred and thirty-five, and I having examined the deed above mentioned do approve the same and order it to be recorded as a good and sufficient conveyance of the land and real estate therein described.

Robert L. Murphy
Master in Chancery of New Jersey

STATE OF NEW JERSEY
COUNTY OF MORRIS, SS.

BE IT REMEMBERED, That on this fourth day of December, A. D. nineteen hundred and thirty-five, before me, the subscriber, one of the Masters of the Court of Chancery of the State of New Jersey, personally appeared FRED S. MYERS, Sheriff of the said County of Morris, who, I am satisfied, is the grantor mentioned in the foregoing Deed, to whom I first made known the contents thereof, and he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Robert L. Murphy
Master in Chancery of New Jersey.

Received and Recorded December 7, 1935, at 10:12 o'clock A. M.

E. Bertram Mott, Clerk. No. 7230

Mirror Holding Corpn
To,
Lake Parsippany Property
Owners Association Inc:

THIS INDENTURE, made the 7th day of June, Nineteen Hundred and Thirty-five, between MIRROR HOLDING CORPORATION, a Corporation duly organized under the laws of the State of New York, having its principal place of business at No. 235 East 45th Street, in the Borough of Manhattan, City, County and State of New York, and duly licensed to transact business in New Jersey, party of the first part, and LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION INC., a Corporation duly organized under the laws of the State of New Jersey and having its principal office at Lake Parsippany in the Township of Parsippany-Troy Hills, in the County of Morris and State of New Jersey, party of the second part; WITNESSETH: That the said party of the

first part, for and in consideration of the sum of ONE DOLLAR, and other good and valuable considerations, lawful money of the United States of America, to it 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 therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, its successors and assigns, forever, ALL those certain pieces or parcels of land situate and being at LAKE PARSIPPANY, in the TOWNSHIP of PARSIPPANY-TROY HILLS, in the COUNTY of MORRIS, and STATE of NEW JERSEY, described as follows:— ALL that certain plot of land designated as CLUB-HOUSE GROUNDS, together with CLUB-HOUSE, located thereon; also lots 1599, 1600 and 1622, also a certain conduit running from MIRROR POND to LAKE PARSIPPANY, together with an easement to maintain same in its present location; AND ALSO all right, title and interest of the party of the first part in and to MIRROR POND, all as shown and designated on the map entitled:—"Second Map of Lake Parsippany, Parsippany-Troy Hills Township, Morris County, New Jersey", and filed in the Morris County Clerk's Office on the 18th day of May, 1933, Case E, Map No. 939. Also Lots 3172, 3173, 3184 and 3185 as shown on said "Second Map", to be used for street purposes only. Said lots are also shown on the "Eighth Map of Lake Parsippany." ALSO all the land below the high water mark of Lake Parsippany; also the dam including gateworks, spillway and tail-races, all situated at the southeasterly end of said LAKE PARSIPPANY. Also the dyke situated at the westerly side of said lake; and the dyke situated at the southeasterly end of said lake, these dams and dykes being appurtenant to the said LAKE PARSIPPANY. ALSO Lots 3320, 3321, 3332, 3333, 3362, 3363, 3374, 3386, 3387, 3394, 3395 and also that part of lots 3350 and 3351 occupied by BRIDGETON DRIVE, all as shown and designated on the map entitled:—"Third Map of Lake Parsippany Parsippany-Troy Hills Township, Morris County, New Jersey", and filed in the Morris County Clerk's Office on the 18th day of May, 1933. Case E, Map No. 940, to be used for street purposes only. Said lots are also shown on the "Eighth Map of Lake Parsippany", excepting lots 3394 and 3395 which said lots are shown on the "Seventh Map of Lake Parsippany". ALSO Lots 5298, 5299, 5323, 5324, 5340, 5341, and also that part of lots 5322 and 5325 occupied by EVERETT STREET as shown and designated on the map entitled:—"Sixth Map of Lake Parsippany, Parsippany-Troy Hills Township, Morris County, New Jersey", and filed in the Morris County Clerk's Office on the 18th day of May, 1933. Case E, Map No. 943. All the above are also shown on the "Seventh Map of Lake Parsippany". Said lots to be used for street purposes only. Also all the land shown as PARK on the following Maps of Lake Parsippany:—"Map of" filed in the Morris County Clerk's Office on the 18th day of May, 1933, Case E, Map No. 938. "Second Map" filed in the Morris County Clerk's Office on the 18th day of May, 1933, Case E, Map No. 939. "Third Map" filed in the Morris County Clerk's Office on the 18th day of May, 1933, Case E, Map No. 940. "Fourth Map", filed in the Morris County Clerk's Office on the 18th day of May, 1933, Case E, Map No. 941. "Fifth Map", filed in the Morris County Clerk's Office on the 18th day of May, 1933, Case E, Map No. 942. "Sixth Map" filed in the Morris County Clerk's Office on the 18th day of May, 1933, Case E, Map No. 943. AND ALSO all the right title and interest of the party of the first part, if any, in and to all the Streets, Roads, Avenues and Drives as shown on all the above described maps and also as shown on the "Seventh Map of Lake Parsippany" filed in the Morris County Clerk's Office on the 14th day of August, 1933, Case E, Map No. 947, and as shown on the "Eighth Map of Lake Parsippany", filed in the Morris County Clerk's Office on the 13th day of March, 1934, Case E, Map No. 953. Lots 1599, 1600 and 1622 are subject to the right of the owners of Plots 'B', 'C' and 'D' to use in common the said lots for the purpose of temporary storage or parking space for any automobile for their own use. The PARK as shown on the "Second Map of Lake Parsippany" lying between the Lake and Halsey Road is subject to the rights of the owners of Plots 'B', 'C' and 'D' to cross and re-cross said park by foot. The Park as shown on the "Fifth Map of Lake Parsippany" lying between the Lake and Lake Shore Drive is subject to the rights of the owners of Plots 'E' and 'F' to cross and re-cross said park by foot. The right, title and interest in the roads, streets, avenues and drives herein conveyed, is subject to the right of the grantor of the party of the first part, to allow the erection, installation and maintenance within the beds or at the sides of said streets, roads, avenues and drives of water, gas pipes, mains, valves etc., as well as telephone and telegraph poles, lines and necessary equipment for the transmission of electricity. This conveyance is made by the party of the first part to the party of the second part upon the express covenant and condition which shall run with the land, to which the party of the second part by the acceptance of this deed agrees

that it the said Association will at all times pay all taxes and assessments which may hereafter be assessed, levied or imposed upon the lands and buildings in this deed mentioned, as and when same shall become due and payable. AND the said Association will at all times properly keep and maintain the said CLUB HOUSE for the benefit and use of the members of said Association as a Club House or Social Centre or for general recreation purposes. And that the said LAKE PARSIIPPANY shall be sold for the use of the property owners at Lake Parsippany for boating, bathing and fishing, subject to the rights of the adjoining owners, to use the said waters for like purposes, subject also to such sanitary regulations as the State of New Jersey or any county, town or municipal authority of said State of New Jersey, may make regarding said lake or the use of the waters therein. AND THAT the said Association will at all times keep, maintain and improve the parks above mentioned for the benefit of the lot owners at Lake Parsippany. / AND THAT it will at all times keep, maintain and improve the streets, roads, avenues and drives above mentioned for the benefit and use of the residents and inhabitants of Lake Parsippany, and for the benefit of the general public. AS AND WHEN the said LAKE PARSIIPPANY shall become a municipal corporation under the laws of the State of New Jersey, said Association will, upon the agreement of said municipal corporation to keep and maintain the said property for the benefit of the residents and lots owners of Lake Parsippany, transfer and convey unto the said municipal corporation, without any cost or charge to said municipal corporation the legal and equitable title to the real property above mentioned. The said Association will not otherwise sell, transfer or dispose of the said real property, or any part thereof, nor will it mortgage, pledge or otherwise encumber the same or any part thereof. The conditions above stated shall be covenants running with the land, with the right of re-entry to the said party of the first part, its successors or assigns for the breach of any or all of said covenants, provided, however, that said right of re-entry shall not be available against said Municipal Corporation. IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its President and Attested by its Secretary and sealed with its Corporate Seal the day and year first above written.

Signed, Sealed and Delivered
in the presence of and
Attested by:-
William Detlef
Secretary

Mirror
Holding
Corporation
Corporate
Seal
New York

MIRROR HOLDING CORPORATION
By
James F. Cullen
President.

STATE OF NEW YORK SS.
COUNTY OF NEW YORK

BE IT REMEMBERED, That on this 7th day of June, in the year of our Lord One Thousand Nine Hundred and Thirty-five before me a Commissioner of Deeds for New Jersey, residing in New York, personally appeared WILLIAM DETLEF, who being by me duly sworn doth depose and make proof to my satisfaction that he is the Secretary of, and well knows the corporate seal of the MIRROR HOLDING CORPORATION, the grantor, named in the foregoing Deed, that the seal thereto affixed is the proper corporate seal of the said Corporation and that the same was so affixed thereto and the said Deed signed and delivered by JAMES F. CULLEN, who was at the date and execution thereof President of the said Corporation, in the presence of said Deponent, as the voluntary act and deed of the said corporation, and that the said Deponent thereupon signed the same as subscribing witness.

Sworn to before me this
7th day of June, 1935
Madeleine W. Inalee
A Commissioner of Deeds
for New Jersey in New York

Madeleine
W. Inalee,
A Foreign
Commissioner
of Deeds for
New Jersey
in New York

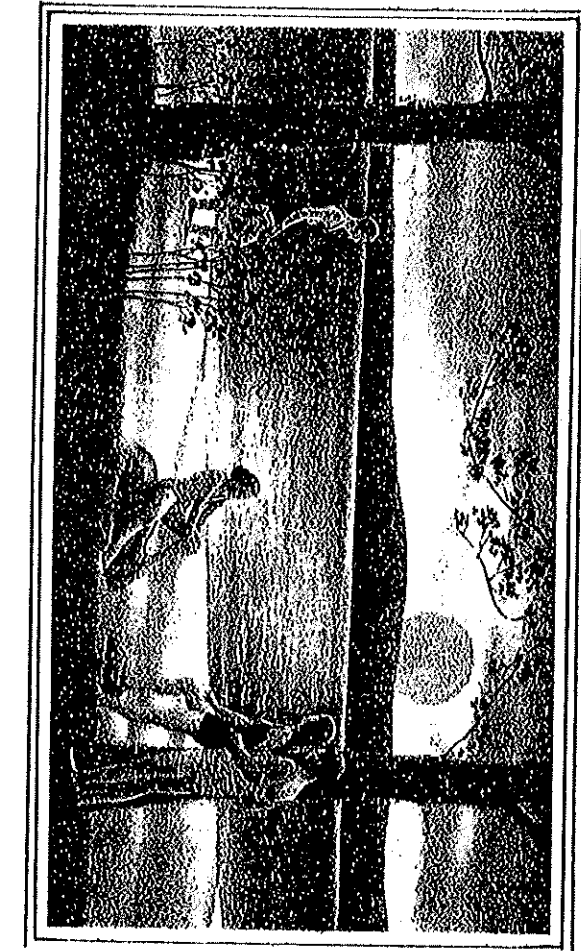
William Detlef

Received and Recorded December 7, 1935, at 10:25 o'clock A. M. :
E. Bertram Mott, Clerk. No. 7231

Fred S. Myers, Sheriff
To
Homeric Building & Loan
Assn. of Bonton, N. J.

To All Persons To whom these presents shall come or may concern, I, FRED S. MYERS, Sheriff of the County of Morris, in the State of New Jersey, send greeting: WHEREAS, a certain writ of Fieri Facias, was issued out of the Court of Chancery of the State of New Jersey, directed and delivered to me, WILLIAM N. BEACH, then being Sheriff of the said County of Morris, and which said writ is in the words or to the effect following, that is to say:-

EXHIBIT “C”



FIRST CLASS
Permit No. 70
(Sec. 510 P. L. & R.)
New York, N. Y.

BUSINESS REPLY CARD

NO POSTAGE STAMP NECESSARY IF MAILED IN THE UNITED STATES

2c.-POSTAGE WILL BE PAID BY—

DAILY MIRROR

235-247 EAST 45th STREET

SUBSCRIPTION DEPT.

NEW YORK, N. Y.

Easy to REACH... to OWN
to ENJOY

A YEAR ROUND HOME WITH THE ADVANTAGES OF ANY SUMMER RESORT AT

LAKE PARSIPPANY

ONLY 26 MILES FROM NEW YORK

CREATED FOR YOU BY THE

DAILY MIRROR

YOU CAN OBTAIN **\$99.50**
LOTS AT ONLY **\$1.00**

on small monthly payments.
ALL LOTS THE SAME PRICE

BY AGREEING TO SUBSCRIBE FOR THE DAILY MIRROR FOR 6 MONTHS

2 1/2 MILES OF SHORE FRONT

For information and road map of nearby New Jersey
Fill out and send in attached card. NO POSTAGE NECESSARY

LAKE PARSIPPANY is located in one of the most desirable suburban sections of New Jersey. Here you can enjoy your Winters as well as your Summers in a most beautiful and healthful environment. Within easy commuting distance of New York.

BOATING BATHING FISHING

Spacious Clubhouse and Private Park entirely surrounding Lake ParsIPPany for the exclusive use of all lot owners. Sign and mail this card to receive particulars and a road map.

DAILY MIRROR... Gentlemen... Kindly send full particulars about Lake ParsIPPany and a road map without any obligation to me.

NAME _____

ADDRESS _____

EXHIBIT “D”

BY - LAWS
OF THE LAKE PARSIPPANY
PROPERTY OWNERS ASSOCIATION INC

Chapter 1- MEMBERSHIP

Article 1:- Any person of good moral character, who is either a property owner or a resident of Lake Parsippany or adult member of a property owner or residents immediate family properly proposed and vouched for shall be entitled to be a member of this association.

Chapter 11 - MEETINGS

Article 1:- Meetings of the Association shall be held at least four times each year - to wit: on the last Sunday of the Months of January, April, June and August, at 1:30 O'Clock in the Afternoon, at the Clubhouse at Lake Parsippany, in the Township of Parsippany, Troy Hills - in the County of Morris and State of New Jersey and at such other times and places as the President may call same. The meeting held on the last Sunday in August shall be designated the Annual Meeting. The meeting held the last Sunday in April shall be designated as the budget and By-Laws meeting, at which time a proposed budget for the ensuing year shall be acted upon and amendments and / or changes to the By-Laws shall be made. The meetings held in January and June shall be general meetings for all routine business.

Article 2:- Ten day's notice must be given in the event a Special Meeting is to be called. The Notice is to be given by United States mail, addressed to the member at his or her post office address as same appears upon the books of the Association and a copy of the notice must be posted on the Bulletin Board in the Clubhouse ten days in advance. The purpose and object of the meeting shall be stated in such notice. No other business than that stated in such notice shall be transacted at a special meeting.

Article 3:- At the annual meeting, the members shall by ballot elect a President Vice-President, Secretary, Treasurer and Financial Secretary and twelve other members for the Board of Trustees, all of whom must be property owners in Lake Parsippany territory heretofore and hereinafter described who shall have been regularly nominated by petition signed by not less than 25 members in good standing, said petition to be filed with the Secretary not later than twelve days prior to said annual election. No member shall be eligible to hold office unless he has been a member in good standing for not less than eighteen months prior to said meeting, and all of whom shall hold office as prescribed as follows: President, Vice-President, Secretary, Treasurer, and Financial Secretary for the term of one year. The members of the Board of Trustees elected at the next regular election following the adoption of the amendment shall be elected as follows: the four members elected receiving the greatest number of votes shall hold office for a term of two years and the four members receiving the next highest number of votes shall be elected for one year. At each succeeding election four members shall be chosen who will hold office for a term of three years.

EXHIBIT “E”

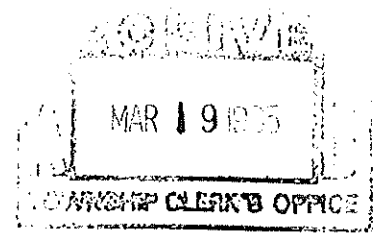
VILLORESI AND JANSEN
ATTORNEYS AT LAW
360 HAWKINS PLACE
BOONTON, NEW JERSEY 07005-1176

(201) 335-0004

ALFRED J. VILLORESI
JOHN P. JANSEN

STEPHEN H. SHAW
JANE M. COVIELLO
DEBRA K. DONNELLY
JOAN A. BEDRIN*
GLEN FILIPPONE

*MEMBER OF NJ & NY BAR



March 18, 1985

Judith I. Silver, Township Clerk
TOWNSHIP OF PARSIPPANY-TROY HILLS
Municipal Building
1001 Parsippany Boulevard
Parsippany, NJ 07054

Re: Agreement with Lake Parsippany
Property Owners Association

Dear Judy:

Enclosed herewith please find a Resolution authorizing
the Agreement between the Township and the L.P.P.O.A.. This
should be put on the Council agenda.

Very truly yours,

VILLORESI AND JANSEN

Stephen H. Shaw

SHS:wlc
Enclosure
cc: James Zouvelekis, Administrator

*Original to Planning
Committee*

File
L.P.P.O.A. Agreement
April 9, 1985

**RESOLUTION AUTHORIZING AGREEMENT WITH
LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION**

WHEREAS, certain improvements in conjunction with the Lake Parsippany East Drainage Basin Project involve construction and installation on property owned by the Lake Parsippany Property Owners Association (L.P.P.O.A.); and

WHEREAS, it is in the public interest to enter into an Agreement setting forth the rights, duties and obligations of the parties in connection with the utilization of Lake Parsippany as part of the Township drainage program.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Parsippany-Troy Hills, County of Morris, and State of New Jersey, that a certain Agreement on file in the Office of the Township Clerk between the Township and the L.P.P.O.A. is hereby approved and that the Mayor and Township Clerk be authorized to execute the same.

VOUCHER

Township of Parsippany-Troy Hills



B.G.M. Contractors Co.,
Inc.

AY TO:
733 Hamilton Street
Harrison, NJ 07029

VENDOR NO. 2124

PURCHASE ORDER NO. 99-9161

DATE 10-13-99

RETURN VOUCHER TO

ABOVE ORDER NO. MUST
APPEAR ON ALL PAPERS
AND PACKAGES RELATIVE
TO THIS ORDER.

Township of Parsippany-Troy Hills
1001 Parsippany Blvd.
Parsippany, NJ 07054

ATTN: Michael Pucilowski

Terms: All Orders
O.B. Parsippany, NJ

DEPT./DIV.:

Engineering

DELIVER TO:

Date of Invoice or Delivery	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		* Partial Payment #3 Lake Parsippany Dam Rehabiliton Project		
		Total Bid Amount		\$51,900.00
		Total Completed to Date		\$50,937.50
		Less 2% Retainage		1,018.75
		Total Previous Payments		38,970.68
		Total Amount Due		\$10,948.07
		VENDOR: Please Enter Invoice Number Below		
		INVOICE NO.		

DEPT./DIV. HEAD CERTIFICATION

having knowledge of the facts, certify that the materials and supplies have been received or the services rendered said certification being based on signed delivery slips or other reasonable procedures.

10/13/99 Michael Pucilowski
(Date) (Signature)

Check & Voucher examined. Release of check approved.

(Signature)

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the Law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X 10/18/99 Michael J. Pucilowski
(Date) (Signature) (Official Position)

The above claim was approved and ordered paid.

10/18/99 Rufus Mader
(Date) (Chief Financial Officer)

PAYMENT RECORD

DATE PAID

ACCOUNT CHARGED

AMOUNT

8-908-5-117-01

5807.21

8-908-6-123-02

\$10,948.07

5,140.56

VOUCHER

Township of Parsippany-Troy Hills



PURCHASE ORDER NO. _____

DATE JUNE 23, 1999

THE PRESSCRETE COMPANY INC.
128 OAK TREE AVENUE
P.O. BOX 62
SOUTH PLANFIELD, NJ 07080

PAY TO:

VENDOR NO. _____

RETURN VOUCHER TO

ABOVE ORDER NO. MUST
APPEAR ON ALL PAPERS
AND PACKAGES RELATIVE
TO THIS ORDER

Township of Parsippany-Troy Hills
1001 Parsippany Blvd.
Parsippany, NJ 07054

ATTN: MICHAEL PUCILOWSKI

Terms: All Orders F.O.B. Parsippany, NJ		DEPT./DIV.: ENGINEERING	DELIVER TO:	
Date of Invoice or Delivery	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		<p>X</p> <p>PRESSURE INJECT GROUT AT LAKE PARSIPPANY DAM</p> <hr/> <p>1. CORE DRILL 1.25" PIPES INTO CONCRETE APRON APPROXIMATELY SIX FEET ON CENTER.</p> <p>2. INSTALL UP TO 150 CUBIC FEET OF GROUT UNDER CONCRETE SLAB TO FILL ANY VOIDS.</p> <p>AMOUNT</p> <p>4 QUOTES ATTACHED</p> <p>VENDOR: Please Enter Invoice Number Below INVOICE NO.</p>		\$7,350.00

DEPT./DIV. HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered said certification being based on signed delivery slips or other reasonable procedures.

(Date) _____ (Signature) _____

Check & Voucher examined. Release of check approved.

(Signature) _____

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the Law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X
(Date) _____ (Signature) _____ (Official Position) _____

The above claim was approved and ordered paid.

(Date) _____ (Chief Financial Officer) _____

PAYMENT RECORD

DATE PAID _____

ACCOUNT CHARGED

AMOUNT

8-908-6-123

87,350.00

Township of

Parsippany- Troy Hills



Municipal Engineer
Michael Pucilowski

1001 Parsippany Boulevard
Parsippany, New Jersey 07054

- Phone 973-263-7266
- Fax 973-299-1416

February 3, 2005

Valerie A. Hrabal, P.E., P.P.
Keller & Kirkpatrick
900 Lanidex Plaza
Parsippany, NJ 07054

Re: Addendum #2 to Task 4
Professional Service dated 5/20/02
Lake Parsippany Dam #25-96
Dike #1, #25-166, Dike #2, #25-236

Dear Ms. Hrabal:

This office has reviewed your letter dated January 18, 2005 concerning the above and authorizes the additional work in the amount of \$9,600.00.

Should you have any questions, please contact me.

Respectfully,

Michael Pucilowski
Municipal Engineer

MP/ks

cc: R. Strechay, Business Administrator
File

VOUCHER

Township of Parsippany-Troy Hills



PURCHASE ORDER NO. _____

DATE February 6, 1995

PAY TO: **DONAL GESELL, INC.**
6 WILSON STREET
MENDHAM, NEW JERSEY 07945

VENDOR NO. 0160

RETURN VOUCHER TO

ABOVE ORDER NO. MUST
APPEAR ON ALL PAPERS
AND PACKAGES RELATIVE
TO THIS ORDER.

Township of Parsippany-Troy Hills
1001 Parsippany Blvd.
Parsippany, NJ 07054

ATTN: Michael Pucilowski

Terms: All Orders F.O.B. Parsippany, NJ		DEPT./DIV.: ENGINEERING	DELIVER TO:	
Date of Invoice or Delivery	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		LAKE PARSIPPANY SEDIMENTATION BASIN CLEANING IN DECEMBER 1994		
		EQUIPMENT RENTAL		
		12/23/94 Dragline 8 Hours		\$ 800.00
		12/29/94 Dragline 8 Hours		800.00
		12/30/94 Dragline 8 Hours		800.00
		Amount Due as the Attached		\$ 2400.00
		VENDOR: Please Enter Invoice Number Below		
		INVOICE NO.		

DEPT./DIV. HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered said certification being based on signed delivery slips or other reasonable procedures.

(Date) _____ (Signature) _____

Check & Voucher examined. Release of check approved.

(Signature) _____

ACCOUNT CHARGED	AMOUNT
4-370-2-292	\$2,400.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the Law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

(Date) _____ (Signature) _____ (Official Position) _____

The above claim was approved and ordered paid.

(Date) _____ (Chief Financial Officer) _____

PAYMENT RECORD

DATE PAID _____

CHECK NO. _____

VOUCHER

Township of Parsippany-Troy Hills



PURCHASE ORDER NO. _____

DATE January 26, 1995

DiGiuseppi Bros., Inc.
336 Rt. 46

PAY TO: Mt. Lakes, N.J. 07046

RETURN VOUCHER TO

ABOVE ORDER NO. MUST
APPEAR ON ALL PAPERS
AND PACKAGES RELATIVE
TO THIS ORDER.

Township of Parsippany-Troy Hills
1001 Parsippany Blvd.
Parsippany, NJ 07054

ATTN: Michael Pucilowski

VENDOR NO. 4809

Terms: All Orders F.O.B. Parsippany, NJ		DEPT./DIV.: <i>Engineering</i>	DELIVER TO:	
Date of Invoice or Delivery	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		<i>Lake Parsippany Sedimentation Basin Cleaning in January 1995 Equipment Rental (see attached)</i>		
	2	<i>Tandem Dump Trucks Item #71 4 Days</i>	<i>\$380/Day Each</i>	<i>\$3040.00</i>
	1	<i>Large Hydraulic Excavator Item #37 3 Days</i>	<i>\$745/Day</i>	<i>\$2235.00</i>
	1	<i>Power Shift Bulldozer Item #39 1 Day</i>	<i>\$440/Day</i>	<i>\$440.00</i>
		<i>Total Due</i>		<i>\$5715.00</i>
		<i>Twp. Bid</i>		
		VENDOR: Please Enter Invoice Number Below		
		INVOICE NO.		

DEPT./DIV. HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered said certification being based on signed delivery slips or other reasonable procedures.

1/26/95 Michael Pucilowski
(Date) (Signature)

Check & Voucher examined. Release of check approved.

(Signature)

ACCOUNT CHARGED	AMOUNT
<u>5-370-2-292</u>	<u>\$5715.00</u>

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the Law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X Dan Pucilowski V.P.
(Date) 1-26-95 (Signature) (Official Position)

The above claim was approved and ordered paid.

(Date) (Chief Financial Officer)

PAYMENT RECORD

DATE PAID _____

CHECK NO. _____

VOUCHER

Township of Parsippany-Troy Hills



PURCHASE ORDER NO. 94-9253

DATE January 26, 1995

PAY TO: DiGuisseppi Bros., Inc.
336 Rt. 46
Mt. Lakes, N.J. 07046

RETURN VOUCHER TO

ABOVE ORDER NO. MUST
 APPEAR ON ALL PAPERS
 AND PACKAGES RELATIVE
 TO THIS ORDER.

Township of Parsippany-Troy Hills
 1001 Parsippany Blvd.
 Parsippany, NJ 07054

ATTN: Michael Pucilowski

VENDOR NO. #4809

Terms: All Orders
 F.O.B. Parsippany, NJ

DEPT./DIV.: Engineering

DELIVER TO:

Date of Invoice or Delivery	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		<u>Lake Parsippany Sedimentation Basin Cleaning in December</u>		
		<u>Equipment Rental (see attached)</u>		
	<u>2</u>	<u>Tandem Dump Trucks</u>	<u>\$380/Day</u>	<u>\$3,800.00</u>
		<u>Item #71 5 Days</u>	<u>Each</u>	
	<u>1</u>	<u>Tandem Dump Truck</u>	<u>\$380/Day</u>	<u>\$380.00</u>
		<u>Item #71 1 Day</u>		
	<u>1</u>	<u>Large Hydraulic Excavator</u>	<u>\$745/Day</u>	<u>\$3352.50</u>
		<u>Item #37 4.5 Days</u>		
	<u>1</u>	<u>Power Shift Bulldozer</u>	<u>\$440/Day</u>	<u>\$880.00</u>
		<u>Item #39 2 Days</u>		
		<u>Twp. Bid Total Due</u>		<u>\$8412.50</u>
VENDOR: Please Enter Invoice Number Below				
INVOICE NO.				

DEPT./DIV. HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered said certification being based on signed delivery slips or other reasonable procedures.

(Date) _____ (Signature) _____

Check & Voucher examined. Release of check approved.

(Signature) _____

ACCOUNT CHARGED

AMOUNT

4-370-2-292

\$8412.50

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the Law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

1-17-95 [Signature] V.P.
 (Date) (Signature) (Official Position)

The above claim was approved and ordered paid.

(Date) _____ (Chief Financial Officer)

PAYMENT RECORD

DATE PAID _____

VOUCHER

Township of Parsippany-Troy Hills



PURCHASE ORDER NO. _____

DATE December 30, 1993

PAY TO: **Treasurer**
State of New Jersey
Bureau of Revenue
CN 417
Trenton, N.J.

VENDOR NO. 08625
4473

RETURN VOUCHER TO

ABOVE ORDER NO. MUST
 APPEAR ON ALL PAPERS
 AND PACKAGES RELATIVE
 TO THIS ORDER.

Township of Parsippany-Troy Hills
 1001 Parsippany Blvd.
 Parsippany, NJ 07054
 ATTN: Michael Pucilowski

Terms: All Orders F.O.B. Parsippany, NJ		DEPT./DIV.: <u>Engineering</u>	DELIVER TO:	
Date of Invoice or Delivery	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		Permit Application for Fresh Water Wetlands GPI State Wide General Permit for Sedimentation Basin Cleaning in Lake Parsippany VENDOR: Please Enter Invoice Number Below INVOICE NO. _____		\$250.00

DEPT./DIV. HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered said certification being based on signed delivery slips or other reasonable procedures.

(Date) _____ (Signature) _____

Check & Voucher examined. Release of check approved.

(Signature) _____

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the Law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

(Date) _____ (Signature) _____ (Official Position) _____

The above claim was approved and ordered paid.

(Date) _____ (Chief Financial Officer) _____

PAYMENT RECORD

DATE PAID _____

CHECK NO. _____

ACCOUNT CHARGED	AMOUNT
<u>2-908-3-223</u>	<u>\$250.00</u>

INVOICE 9900632
PROJECT NO EPT0037
DATE 1/31/99

TO: PARSIFFANY-TROY HILL 600
1001 PARSIFFANY BOULEVARD

PARSIFFANY NJ 07054
ATTN: DANIEL S. CASSESE

DESCRIPTION

FOR PROFESSIONAL SERVICES RENDERED DURING THE MONTH OF JANUARY 1999
LK. PARSIFFANY DAM
PARSIFFANY

PHASE 92 CONSTRUCTION PHASE
CONSTRUCTION OBSERVATION AND/OR ADMINISTRATION; INCLUDING

ACTIVITY # 591 WORK ORDER # 6194 CONSTRUCTION ADMINISTRATION
RESPONDING TO QUESTIONS FROM CONTRACTORS REGARDING PROJECT BIDDING

	HOURLY		
	HOURS	RATE	CHARGE
3509 LIZZA JUSTIN J. JR.	5.00	96.00	\$480.00
ACTIVITY TOTAL	<u>5.00</u>		<u>\$480.00</u>
PHASE TOTAL	<u>5.00</u>		<u>\$480.00</u>

*SUBTOTAL LABOR ALL PHASES

\$480.00

TOTAL AMOUNT DUE

\$480.00

Township of Parsippany-Troy Hills



DATE April 29, 1999 

SCHOOR DEPALMA INC.
P.O. BOX 900
MANALAPAN, NJ 07726-0900

VENDOR NO. 2094

ABOVE ORDER NO. MUST
APPEAR ON ALL PAPERS
AND PACKAGES RELATIVE
TO THIS ORDER.

**Township of Parsippany-Troy Hills
1001 Parsippany Blvd.
Parsippany, NJ 07054**

ATTN: M. Pucilowski

DEPT./DIV.:

ENGINEERING

DELIVER TO:

DEPT./DIV. HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered said certification being based on signed delivery slips or other reasonable procedures.

4/30/99

(Signature)

Check & Voucher examined. Release of check approved.

(Signature)

ACCOUNT CHARGED

AMOUNT

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the Law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X 2/28/99

(Date)

BILLING MANAGER

JOHN CAMPBELL

(Official Position)

The above claim was approved and ordered paid.

(Date)

(Chief Financial Officer)

PAYMENT RECORD

DATE PAID

EXHIBIT “F”



LAKE PARSIPPANY **OPEN HOUSE**

Saturday, June 7th • 9am-4pm • Drewes Beach
(Lake Shore Drive & Dorothy Road)

Meet your friends and neighbors while you find out what Lake ParsIPPany is all about! Stop by for an hour or stay all day!

OPEN HOUSE EVENTS

Moon Walk—10:30am-3:30pm • Free Dragon Boat Kiddie Rides (*life jacket required*)
Dragon Boat Eye Dotting Ceremony—1pm • Cancer Survivor Carnation Ceremony—1:15pm
Dragon Boat Races • Swimming (*weather permitting*)
Scrapbooking Demonstration • Face Painting and Balloons • Music

MEET YOUR LOCAL HEROES AND SEE THEIR VEHICLES UP CLOSE

District #3 Fire Department • Ambulance Squad • Rescue & Recovery • Police Department

SPECIAL PURCHASES

Lake ParsIPPany Lanyard • Used Books Sale

FOOD & DRINKS FOR PURCHASE

Sausage & Peppers Sandwiches • Meatball Sandwiches • Chili • Hamburgers • Cheeseburgers
Hot Dogs • Bagels • Ice Cream • Coffee • Soda • Lemonade • Water

JOIN LAKE PARSIPPANY DURING OPEN HOUSE AT A REDUCED RATE

Family - \$325 (*Family Rate is \$355 beginning June 8, 2008*). Rates include sales tax.

You don't have to live here to play here... You just have to join!

Please look to sign the Lake ParsIPPany 75th Anniversary Banner at the Open House on June 7th. There will be displays on Lake's ParsIPPany's history. Come see how our lake community was built and grew into the great place to live that it is today. There will also be a limited number (50) of smaller prints of Anne Egan's "A Walk Around Lake ParsIPPany" for sale. The numbered and signed prints are sold out.

LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION, INC.

NEWS & VIEWS

www.Lake-Parsippany.org

MARCH 2015

VICE PRESIDENT'S MESSAGE

Bill Sempier

Welcome to the 82nd season at Lake Parsippany. If you are receiving this complimentary copy it means that you live within the original borders of the lake.

Lake Parsippany is a private recreational facility, completely owned and operated by its members. Membership is open to all interested in supporting and becoming part of this great community.

I grew up on the lake and it has always been a place to get together and enjoy a day at the beach or fishing or boating. My family made many friends at the lake and we all still enjoy the times we get together for an event at the lake.

The area has changed dramatically over the years but we are proud of our past and we try to maintain some of that same feel today.

I hope that you take the time to see all the great things we have to offer you and your family as a member of one of the oldest lake associations in the area.

LIFEGUARDS NEEDED FOR 2015 SUMMER SEASON

McKenzie Price

*Interested in being a lifeguard?
NOW is the time to get certified*

Summer is just around the corner with beach parties, swim lessons, cupcake day, sandcastle contest, etc. Now is the time for anyone interested in joining the LPPOA lifeguard staff to get certified.

All applicants must have certification in Lifeguard Training, Community First Aid and Safety, CPR for the Professional Rescuer, and Waterfront Lifeguard.

To check on course schedule, call your local YMCA or the American Red Cross. To obtain a lifeguard application, or if you have any questions; please contact Mrs. Thore at 973-585-7314 or McKenzie Price at mmprice84@gmail.com or 973-941-8215.



Open Membership
You don't have to LIVE here to PLAY here—you just have to JOIN!
Lake Parsippany
It's a beach in your backyard!

**BRING IN THIS AD—
IT WAIVES THE INITIATION FEE
& EARLY BIRD RATES APPLY!
Valid for new memberships.**

For details on all the year-round activities a membership offers,
call 973-887-4947 • www.Lake-Parsippany.org
LAKE PARSIPPANY CLUBHOUSE • 701 Lake Shore Drive • Parsippany NJ 07054

LAKE SEASON TO OPEN SOON—MEMBERSHIP DRIVE TO BEGIN THIS MONTH!

Dan Nazzaro and Rose Dury

With the coming thaw and trout stocking just around the corner, the 2015 Lake season is about to begin! That means it is time to join your community's greatest recreational resource. Lake Parsippany is private property for the use of current members only. If you enjoy sitting on our benches, fishing, boating, swimming—even bird watching on the open park land around the lake, you may only legally do so if you are a current member, with your membership badges on your person. We have several different membership plans to meet your needs. See the application form attached for Early Bird Special pricing and payment options.

NEW MEMBERS ALWAYS WELCOME
NOW is the least expensive time to join! Early Bird discount rates are available beginning March 25, through our community-wide Open House on Saturday, June 6. Rates increase nearly 10% after that date.

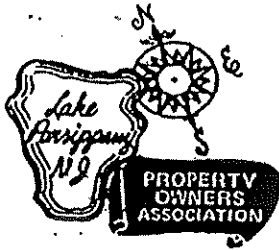
LAYAWAY PLAN

We are happy to once again offer our members the choice of paying for their 2015 membership with a layaway plan. Your \$50 deposit locks in the Early Bird Rate and you can pay the balance on your terms!

For returning members a pre-printed application is available. Bring your badges, car parking tags and payment to complete your renewal. New members can complete the enclosed application.

Wed, 7-9pm or Sat, 9am-noon at the LPPOA Clubhouse, 701 Lake Shore Dr., Parsippany.

EXHIBIT “G”



Lake Parsippany Property Owners Association

P. O. Box 62
Lake Parsippany, New Jersey 07054

August 3, 2015

Dear Members of the LPPOA:

Over the last 5 years we have experienced a decline in membership. This year, as of 6/15/15 of the 2000 plus homes within the borders of Lake Parsippany we have 300 current memberships. 143 are from out of the borders of the lake making the 2015 total 443.

In reviewing our annual finances, the Board has projected that the possibility exists that we may be unable to support the lake from our operating budget within the next 6-10 years. Sadly, our neighbor Glacier Hills Pool is experiencing similar circumstances.

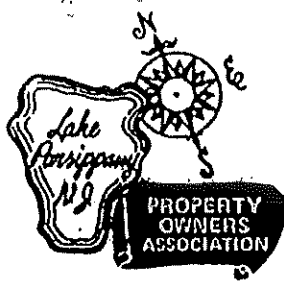
Over the years, the LPPOA Board has been learning from its participation in COLA (Coalition of Lake Associations) and by observing the efforts of other lakes in the area. Many have begun or are transitioning to a mandatory payment structure. Most recently transitioned are Lake Arrowhead and Intervale. Glacier Hills Pool is in the process now and we were told that Rainbow Lakes is beginning an investigation as well.

Many members have asked why the LPPOA doesn't have a mandatory membership. Tonight with your approval we would like to begin exploring what the process to transition to a mandatory payment structure would look like for the LPPOA and our community. The basic premise is that in order to reap the benefit you need to help with the burden. The concept is often referred to as "Fair Share"

Basically how it would work is that every home within the borders of Lake Parsippany will be required to pay an annual maintenance fee. This fee may not offer lake usage privileges, but would go to what would be required to maintain the lake property. These specific maintenance items will need to be determined, but may include items such as water quality, land improvement and maintenance, tree maintenance, insurance costs and security. In addition to the maintenance fee, there would be a fee that would allow you full access to all lake activities as your membership does today.

Tonight the Board, with your support, is looking to approve the expenditure of \$1080.00 dollars to have our initial consultation plus 4 hours of service with Eileen Borne of Dolan and Dolan Attorneys to investigate the costs, steps and stages that would be needed in the process. Ms. Borne is the attorney that was involved in all of the transitions for the lakes in our area, so she brings a great deal of successful experience to the table.

The Board feels that the move towards this new membership format will ensure the lake stays a beautiful place for everyone to enjoy for years to come.



Lake Parsippany Property Owners Association

P. O. Box 62
Lake Parsippany, New Jersey 07054

We know that all of us have many unanswered questions such as how much will it cost. At this time we do not know. However, as we go through this process we will keep the membership informed.

Each lake that has transitioned had its own unique obstacles and as a Board we simply cannot use the other lakes as an absolute model. All of your questions will be noted; however we cannot answer any of them at this time.

Should you come up with any questions please feel free to email ContactUs@lakeparsippany.net

Respectfully Submitted

LPPOA Board of Directors

EXHIBIT “H”

DOLAN AND DOLAN
A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

WILLIAM A. DOLAN 1905-1952
LEWIS P. DOLAN 1921-1974

ONE LEGAL LANE
(AT FIFTY-THREE SPRING STREET)

P.O. BOX D
NEWTON, N.J. 07860-0106

(973) 383-1600

FAX (973) 383-7823

E MAIL: dolananddolan@dolanlaw.com

www.dolanlaw.com

RICHARD V. HOLLYER**
ROBERT T. MORGENSTERN*
ROGER W. THOMAS*****
WILLIAM T. HAGGERTY
EILEEN MCCARTHY BORN***
CHARLES J. BRAND

*CERTIFIED BY THE SUPREME COURT OF NEW JERSEY
AS A CIVIL TRIAL ATTORNEY

**ALSO MEMBER NY BAR

***ALSO MEMBER PA BAR

****ALSO MEMBER NY, CA BAR

*****CERTIFIED WORKERS'

COMPENSATION ATTORNEY

*****ALSO MEMBER PA, DC BAR

MICHELLE M. CORBETT-RIVIELLE****
KAREN GRECO-BUTA
KATHLEEN YASKOVIC

OF COUNSEL

F. CLIFFORD GIBBONS
DAVID H. DUMBROFF*****

WILLIAM M. COX*****
(1950-2011)

November 13, 2015

Via Email (lpres@hotmail.com) and First Class Mail

Board of Trustees

Lake Parsippany Property Owners Association

P. O. Box 62

Parsippany, NJ 07054

Attention: William Sempier

Re: Lake Parsippany Property Owners Association – Document Analysis

Dear Board Members:

We have examined the relevant documents of Lake Parsippany Property Owners Association ("LPPOA") including deeds, title searches and other documents, and have concluded that property owners who purchased lots and homes in Lake Parsippany also acquired a right to use Lake Parsippany as part of the purchase. This is evident from the following language found in deeds in the title searches: "together with the right to use, in common with others, the waters of Lake Parsippany for bathing, boating and fishing." This language gives property owners an "easement" over the LPPOA property. An easement is generally the right in the land of another; it does not give the holder a right of possession of the land subject to the easement, but gives a right to use or in certain circumstances control activities on the burdened property. The rights given to all property owners in Lake Parsippany for the use of the lake for bathing, boating and fishing would be considered an easement. Moreover, the language in the restrictions indicates

that the easement runs to each property owner in the chain of title for that property, which benefits all current owners, even if the easement language is not in the current deed.

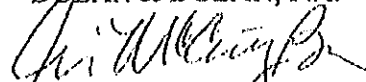
New Jersey courts have recognized that lake associations that did not require mandatory membership in an association when they were originally formed can assess non-members who hold an easement over the lake and common properties. The theory of "fair share" assessment was developed in a series of cases which determined that a property which holds an easement to another property bore responsibility for the maintenance of that easement. Based on our review, LPPOA has an option to assess non-members under this easement theory.

* Alternatively, LPPOA could encourage property owners to voluntarily elect to subject themselves and their respective properties to restrictive covenants. A Declaration of Restrictive Covenants would bind the individual property to membership in LPPOA; the covenants would run with the land and subject subsequent purchasers to the same restrictions of covenant. This option would result in membership for all who agreed to sign and record the document, and their successors in title.

If LPPOA determines to go forward with a fair share assessment program, you should determine the method by which to introduce the concept to the community. LPPOA would identify those costs which pertain to the maintenance of the lake and common properties, and develop a budget to be assessed. LPPOA's Board would pass a resolution to move forward with the assessment. You must also review your By-laws and Rules and Regulations for consistency, and make the necessary changes. In order to keep the community informed regarding the assessment, mailings and public meetings should be planned in advance of the assessment. Finally, LPPOA should also be committed to enforcing the assessment on all properties that don't voluntarily pay and determine whether to enforce the fair share assessment either through a collections action or declaratory judgment.

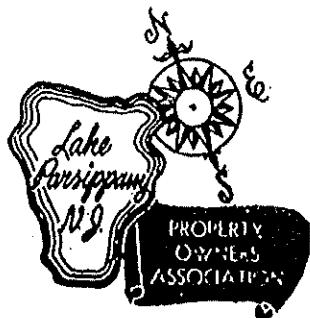
Very truly yours,

DOLAN & DOLAN, P.A.


Eileen McCarthy Born

cc: Debbie Orme (via email)

EXHIBIT “I”



MEETINGS SECOND MONDAY OF EACH MONTH AT 8 P.M.

NEWS and VIEWS

JUNE 1969

News Deadline: 3rd Saturday
each month
Editor: E. Newman 887-6740

THE FISHING CLUB will hold its next meeting on Thursday, May 29. Leading catches in the big fish contest are presently a 17" trout, an 18" bass and a 12½" calico. Report your big ones to Joe Lever (887-3676). The club will at some future meeting have a demonstration by a brown belt karate expert. All LPPOA members are invited to all of the Fishing Club's meetings. The club will be sponsoring a bait casting contest and a penny-a-sunfish day soon.

IT'S MIRACULOUS-As reported last month, about 500 trout were put into the lake in April. We made an informal survey and found that claims of catches exceed 2,000. This is a great improvement over last year when only 50 were claimed. However there were no trout in the lake last year.

SOME RECOGNITION to the members in District #2 who worked with Directors John Denick, Joseph Lever and Frank McGarry in planting trees and shrubs and otherwise improved their shoreline on May 3. Dick Martone, Eric Karlson, Frank Dedrick, Mickey Dunn, John Van Luyk, Manfred Walther, Stan Beaseley, George Carruth and Tom Carruth joined in the project financed by a recent square dance. Many others were approached by handbills to help, said John Denick, but only these few stepped forward.

NON-RESIDENT MEMBERS? Although the Association's attorney has advised that issuing memberships to persons who do not live or own property here would jeopardize our status as a non-profit organization, the membership committee is studying the idea. Don't panic. There are no plans to change our by-laws in this direction. This is merely part of a study to improve our income since half of those eligible do not pay their dues. But you should be aware of this and should express your opinions at the regular meetings.

THE SAILING CLUB had its kick-off dinner at The Continental on May 16 and its kick-off race on May 18. Tom Moramarco won first place in the Sunfish class and Steve Kacmar won the mixed fleet event in his first race ever. Commodore John Van Luyck invites all LPPOA members to the sailing club's meetings. The next is Monday, June 2. The first official race will be Sunday, May 25.

ALICE IN BLUNDERLAND a film-strip on easy and ingenious ways to stretch kitchen storage will be shown at the next Ladies Club meeting on June 16. The ladies thank all who contributed to the success of the card party and fashion show.

COMING EVENTS Reserve space on your social calendar for the Teenage Dance on July 16 and the Block Dance on July 26. More details next month.

[REDACTED]

[REDACTED]

EXHIBIT “J”

**RESOLUTION
of the
Board of Trustees of
Lake Parsippany Property Owners Association**

WHEREAS, the original deeds from the developer Mirror Holding Corporation to the original purchasers in the Lake Parsippany community contained restrictive covenants confirming "[t]he right to use Lake Parsippany for boating, bathing and fishing... subject to the rights of adjoining owners, to use the said waters for like purposes, subject to the sanitary regulations as the State of New Jersey or any county, town or municipal authority of the State of New Jersey may make regarding said lake or the use of the waters therein;" and

WHEREAS, the burden of maintaining the lake and recreational facilities in Lake Parsippany rests solely with the Lake Parsippany Property Owners Association ("hereinafter LPPOA"), as successor to Mirror Holding Corporation and depends entirely on the payment of dues and assessments by its members for support of the common facilities; and

WHEREAS, pursuant to the By-Laws of LPPOA, Chapter VII, Article 3A, the Board of Trustees of LPPOA is generally vested with the management and control of all property of LPPOA; and

WHEREAS, the Lake Parsippany community is a traditional homeowners association community, wherein the dues and assessments paid voluntarily by members represents a pro-rating of the expense of maintaining the lake and recreational facilities, as well as the expense of fulfilling other purposes and objectives of LPPOA, which in turn enhances the value of each privately owned property therein; and

WHEREAS, the benefit of maintaining the lake and recreational facilities accrues to all property owners within the Lake Parsippany community, but as some owners who elect to not become members do not contribute to share in the expenses, other property owners have been forced to tender a larger expense and as a result the non-contributing property owners derive all of the benefits of a well-maintained community at no expense to them; and

WHEREAS, the development of case law over the last several years by the New Jersey courts has recognized that property owners in a common interest community where membership in an association is not required may nevertheless be charged with the responsibility for the maintenance of the common property. In *Island Improvement Association of Upper Greenwood Lake v. Ford*, 155 N.J. Super 571 (App. Div. 1978), the Court held that individual property owners of the residential properties who were granted an easement to use the roads were obligated to contribute to the repair and maintenance of those roads, holding that "with the benefit ought to come the burden." In *Lake Lookover Property Owners Association v. Oleson*, 348 N.J. Super 53 (App. Div. 2002), the Court held that all property owners, not just those who are members of the association, were obligated to contribute to pay for the cost of rehabilitation of the Lake Lookover dam. In a recent unreported decision in *Unfair Share Lake Arrowhead 2010 v. Lake Arrowhead Club*, Docket No. MRS C-43-11, decided October 28, 2013 in the New Jersey Superior Court, Morris County, the court found that Lake Arrowhead could impose an assessment on all property owners for maintenance of the easement over the lake and common properties in Lake Arrowhead, even though this had never been done in the past. Finally, the New Jersey Department of Environmental Protection, Dam Safety Loan Program, N.J.S.A. 58:4-12 now provides that loans to owners of private dams or private lake associations for the purpose of funding a dam restoration or repair project authorize the municipality where the lake association is located to assess the amount of principle, interest and cost of the loan against the real property benefitted from the loan in the same manner as a local improvement, changing a prior statute which required that the association and its members only pay the loan; and

WHEREAS, the Board of Trustees of LPPOA believes that it is in the best interest of the community that all property owners in the community be required to pay an assessment which represents an equitable pro rata sharing of a common expenses of the lake and recreational facilities.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of LLPOA as follows:

1. All property owners will be assessed an amount that represents an equitable pro rata sharing of the common expenses of the lake and recreational facilities;
2. Amendments to the By-Laws consistent with the purposes herein will be proposed for a vote of the membership under Chapter VIII, Article 1 of the By-Laws;
3. All property owners will be notified of the proposed changes which will be implemented in the annual assessments beginning in 2017;
4. Easement and Membership budgets for 2017 will be proposed and approved in accordance with current procedure.
5. A collection policy will be established for property owners who refuse to pay the assessment, which will include late payment charges, attorney's fees and costs of collection, and a lien on the delinquent property.

ADOPTED this ____ of _____, 2016, by the members of Lake Parsippany Property Owners Association in the presence of a quorum.

Secretary

EXHIBIT “K”

LAKE PARSIPPANY POA, INC.
C/O CEDARCREST PROPERTY MGMT
PO BOX 105007
ATLANTA GA 30348-5007
973-228-5477

Invoice as of - 12/31/16

Re: 273 Marcella Road

Kenneth & Mary Purzycki
273 Marcella Road
PARSIPPANY NJ 07054

Account # : MR0273
Lot # : N/A
Bill Period: JANUARY 2017
Payment Due: 01/01/17

Amount Due: 115.00

Date	Description	Charges	Credits	Balance
12/31/16	Balance Forward			0.00
	JANUARY 2017 EASEMENT ASSESS	115.00		115.00
New Balance - Please Pay This Amount				115.00

Make Checks Payable to: **LAKE PARSIPPANY POA, INC**

PLEASE NOTE NEW PAYMENT ADDRESS
PAYMENT IS DUE BY 1/31/17 AND WILL INCUR
LATE FEES IF NOT RECEIVED BY 3/15/17

EASEMENT ASSESSMENT FEE PAYMENT OPTIONS/INSTRUCTIONS

Cedarcrest Property Management is pleased to offer several convenient ways to pay your annual Easement Assessment fee electronically at no cost to you* or your Association – Online via eCheck (one time), Bill-Pay, US Mail or Credit Card*. Please see below to learn more about the multiple payment options available as a result of our banking relationship with Smartstreet, a division of Union Bank.

**There is a \$14.95 convenience fee each transaction for credit card use only and a \$5,000 maximum per transaction, if you pay via a credit card.*

Payment is due by January 31, 2017.

Payment is due by January 31, 2017; if not received by March fifteenth (15th) then a late notice will be mailed to include a \$25.00 late fee asking for payment immediately. If you choose an online payment option, log on and register at www.mysmartstreet.com using your dedicated account number located on your invoice.

Your Bank's Online Bill-Pay

How does it work? Set up your Association as a payee with your bank's online banking bill-pay.

What do I need to do? Please complete your bill-pay setup exactly as follows:

- Payee: Lake Parsippany Property Owners Association
- Address 1: c/o Cedarcrest Property Management
- Address 2: PO Box 105007
- City: Atlanta State: GA Zip: 30348-5007
- Your Account # located on your invoice

Online Payment via Credit Card or eCheck

How does it work? You set up payment, using either eCheck, or credit card (Visa, MasterCard, American Express or Discover).

What do I need to do? Simply follow the directions below:

- Log in, once you have registered at www.mysmartstreet.com and click online payments or log into www.cedarcrestpm.com and click the pay my dues tab on home page.
- Select option 1 (credit card*), or 2 (e-check) to pay your Easement Assessment fee.
- Type in the association name (which will be **Lake Parsippany Property Owners Association** and follow the instructions on the screen.)

**There is a \$14.95 convenience fee each transaction for credit card use only and a \$5,000 maximum per transaction, if you pay via a credit card.*

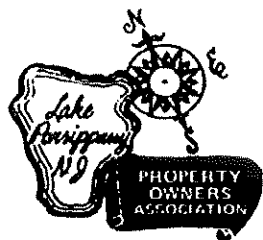
US Mail

How does it work and what do I need to do? You write a check payable to: Lake Parsippany Property Owners Association, include your account number located on your invoice in the memo section of the check and mail it to the address below.

Remember, payment is due on January 31st.

Please mail all paper check payments to:

Lake Parsippany Property Owners Association
c/o Cedarcrest Property Management
PO Box 105007
Atlanta, GA 30348-5007



Lake Parsippany Property Owners Association

P. O. Box 62
Lake Parsippany, New Jersey 07054

Dear Neighbors:

This letter is to inform you that after an 18-month investigation the Lake Parsippany Property Owners Association membership voted to implement an easement assessment on all properties within the original purchase tract of Lake Parsippany. This letter indicates that you are within those borders. An easement is generally the right in the land of another; it does not give the holder a right of possession of the land subject to the easement, but gives a right to the burdened property.

As an owner of property that falls within the Original purchase tract of Lake Parsippany dating back to 1933, you hold an easement on Lake Parsippany as shown in the original deeds.

The Lake Parsippany Property Owners Association (LPPOA) was formed in 1933 and has managed the lake and property funded solely on the dues of voluntary membership. The LPPOA is the organization that manages Lake Parsippany and the associated property. The management of the lake includes paying township property taxes, dam and dike maintenance, lawn and tree care, property and liability insurance, water quality management, property maintenance, staffing of the beaches, and management of activities.

The easement assessment on all property owners will cover specific expenses related to maintenance of the common areas of Lake Parsippany. The following language found in deeds in the 1933 title searches: "together with the right to use, in common with others, the waters of Lake Parsippany for bathing, boating and fishing." This language gives property owners an "easement" over the LPPOA property.

An easement is generally the right in the land of another; it does not give the holder a right of possession of the land subject to the easement, but gives a right to the burdened property.

We will be hosting 2 public meetings in which you will be able to come and ask questions of the lake board as well as the attorney representing us. The meeting location/s and date/s will be:

Location	Lake Parsippany School	Location	Lake Parsippany School
Date	January 10, 2017	Date	January 13, 2017
Time	7:30pm-9:30pm	Time	7:30pm-9:30pm

The Lake Parsippany Property Owners Association wishes to welcome all property owners to share in the use and care of Lake Parsippany. This new access to the lake includes boating and fishing, and use of all the common areas around the lake among other privileges. These privileges now extend to the 2,204 property owners of the original purchase tract of Lake Parsippany whose deeds provide for such access. You may also consider becoming a full recreational member which gives you access to all lake offerings

You will find attached an invoice for the 2017 yearly mandatory easement holder assessment fee. You will also have the option of including a full recreation membership (see attached application). The LPPOA looks forward to welcoming you, our neighbors, to enjoy this beautiful lake, strengthening our relationships, friendships and preserving and protecting this natural resource.

Respectfully
Bill Sempier
Vice President LPPOA

For additional information please see the reverse side or visit our web site at www.lake-parsippany.org

NOTICE TO ALL PROPERTY OWNERS

Lake Parsippany

As many of you know, Lake Parsippany is a common-interest community. When properties in the original filed map area for Lake Parsippany are purchased, each owner receives the exclusive rights to their individual lot and home, but also receives certain rights for the use of the common properties, including the lake, and other recreational lots, subject to certain covenants and restrictions. Lake Parsippany Property Owners Association ("LPPOA") holds title to the common properties for the benefit of the individual property owners. Lake Parsippany is a "traditional homeowners' association" community where the dues and assessments levied against each individual owner represent a pro-rating of the expense of maintaining the lake and common properties, as well as the expense of fulfilling other purposes and objectives of LPPOA, which in turn enhances the value of each privately-owned property. For many years, membership in LPPOA has been considered voluntary, and the burden of maintaining the lake and community properties fall on a relatively small percentage of the property owners in the community.

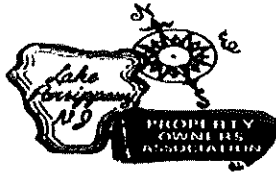
Over the past year, LPPOA's Board of Trustees has reviewed the community's history, property deeds and New Jersey case law to determine options for a more equitable way for the community meet its obligations, and has determined that there is ample legal support to seek payment from all property owners, not just those who choose to be members of LPPOA. The following is a brief summary of these findings.

History:

Lake Parsippany was developed by the Mirror Holding Corporation in the 1930's through a series of maps laying out the lots, which were filed with Town Clerk in Parsippany-Troy Hills. Lots were made available for purchase to subscribers of the Daily Mirror newspaper. The lake, dam, beach and recreation areas were transferred to the property owners' association, LPPOA, which holds title to the property for the benefit of all property owners. The By-Laws of LPPOA specifically states that LPPOA is responsible for the general management and control of the properties. LPPOA is further responsible to keep, maintain and improve these properties for the benefit, use and enjoyment of the property owners. LPPOA depends on the payment of dues by its members for the support of the common properties.

The development of case law over the last several years by the New Jersey courts has recognized that property owners in a common interest community where membership in an association is not required may nevertheless be charged with the responsibility for the maintenance of the common property. In Island Improvement Association of Upper Greenwood Lake v. Ford, 155 N.J. Super 571 (App. Div. 1978), the Court held that individual property owners of the residential properties who were granted an easement to use the roads were obligated to contribute to the repair and maintenance of those roads, holding that "with the benefit ought to come the burden." In Lake Lookover Property Owners Association v. Olson, 348 N.J. Super 53 (App. Div. 2002), the Court held that all property owners, not just those who are members of the association, were obligated to contribute to pay for the cost of rehabilitation of the Lake Lookover dam. In a recent unreported decision in Unfair Share Lake Arrowhead 2010 v. Lake Arrowhead Club, Docket No. MRS C-43-11, decided October 28, 2013, the Court found that Lake Arrowhead could impose an assessment on all property owners for maintenance of the easement over the lake and common properties in Lake Arrowhead, even though this had never been done in the past. In Visconti v. Lake Wallkill Community Association, Docket No. SSX-C-23-14, decided March 29, 2016, the Court upheld the Resolution to impose mandatory membership on all property owners, stating that lake communities must be self-sustaining, and that the Board has a fiduciary obligation to maintain the community. The Court held it is within the Board's discretion to establish a fee for non-members to make certain sufficient funds were raised to maintain the community.

LPPOA researched the chain of title for several properties in various locations in the Lake Parsippany tract, and found in each case that the transfer included an easement: "together with the right to use, in common with others, the waters of Lake Parsippany for bathing, boating and fishing." The easement rights were further confirmed in a deed from Mirror Holding Corp. to Lake Parsippany Property Owners Association, dated June 7, 1935, where the developer transferred all



Lake Parsippany Property Owners Association

P. O. Box 62
Lake Parsippany, New Jersey 07054

EASEMENT HOLDER / MEMBERSHIP DESCRIPTION

An overriding concept, per our legal counsel, is that the Association needs to change its perception of what constitutes a membership.

A membership entity is the property owner. The cost of Easement Assessment will be the same for every property owner in the original purchase tract of Lake Parsippany.

Easement Holders will receive 2 Easement Holder badges per home address. No additional badges may be purchased.

Easement Holder badges will be physically different from Recreational Membership badges and will provide different privileges.

OPTIONAL LPPOA RECREATIONAL MEMBERSHIP

The options for recreational membership will be family, single and senior. ***Guest badges are no longer included in any membership option. Current Guest badges will not be renewed unless paid for.*** Recreational Membership is open to property owners in the original purchase tract of Lake Parsippany (Districts 1-4). Non-owner renters in the original purchase tract, and those living outside the original purchase tract of Lake Parsippany (collectively known as "District 5 Members").

Photo Badges will be issued to all family members residing in the address. (Proof of ownership/residency at the address required for every person over five (5) years of age)

Seniors, when joining or renewing membership on or after their 65th birthday will pay a discounted Recreational Membership fee per person. Guest badges will be charged at standard cost.

Guest badges can be purchased at an additional cost, limited to 6 guest badges per membership.

Membership Fees

Below is the cost for each of the membership types.

\$115 Easement Assessment Fee (all property owners pay)

Districts 1-4 Membership costs	Easement Assessment	Recreation Membership plus tax	Total Cost	2016 membership costs
Family	\$115	\$192.60	\$307.60	\$469
Single	\$115	\$64.20	\$179.20	\$269
Senior	\$115	\$5.35 *per person	\$125.35	\$119
District 5 Membership Costs		Recreation Membership plus tax	Total Cost	2016 membership costs
Family		\$342.40	\$342.40	\$469
Single		\$197.95	\$197.95	\$269
Senior – Single		\$133.75 *per person	\$133.75	\$119
Senior - Couple		\$144.45 *per couple	\$144.45	\$238

Lake Parsippany 2017 Recreational Membership Application

- Property Owner -

Mail to: LPPOA Membership, c/o Cedarcrest Property Management
91 Clinton Rd., Suite 2D, Fairfield, NJ 07004

Clubhouse: 701 Lake Shore Drive • 973-887-4947

Property Owner Name:				Member Number:	
Address:				Email Address:	
City:		State:		Zip:	
				Home Phone:	

	Qty	2017 Fee	Total	
Family				<p>Instructions:</p> <p>Important - Property Owners must have Easement Assessment Fee of current year Paid in full prior to becoming a member. Membership Application will be refused without proof of payment.</p> <p>Returning Members: Can renew by mail or apply in person. Download and complete a Lake Parsippany Membership Application, enclose payment and mail to:</p> <p style="text-align: center;">LPPOA Membership c/o Cedarcrest Property Management 91 Clinton Rd., Suite 2D, Fairfield, NJ 07004</p> <p><i>Note: Validation for badges must be picked up at clubhouse during Membership Sales.</i></p> <p>New Members: Must Apply in Person. All New members will receive their membership badge(s) with pictures for each family member. Pictures are taken on-site or, if you prefer, you can bring a 1" x 1 1/4" head shot picture of every family member, including children. Badges are kept and validated from year to year for renewing members.</p> <p>Apply in Person: Download and complete a Lake Parsippany Membership Application. Apply in person during Membership Sales at:</p> <p style="text-align: center;">Lake Parsippany Clubhouse 701 Lakeshore Drive, Parsippany, NJ 07054</p> <p><i>Note: Membership Sales dates and times will be published in the News and Views and our website lake-parsippany.org</i></p>
Single				
Senior (65+)				
Guest Badge (5 max)				
Boat Tag				
Replacement Badge				
Replacement or Extra Car Tag				
New Member Administration Fee				
7% NJ Sales Tax Included In above fees				
Total				

The acceptance of this membership is with the understanding that the use of the lake, services, equipment and facilities of the LPPOA is at the user's risk. User does hereby release and discharge the LPPOA, its agents, officers and employees, from any and all claims, demands or actions arising out of the use or intended use of the lake, facilities, services or equipment, including without limitation, any claim for personal injuries, resulting from or arising out of the negligence of the LPPOA, its agents, officers or employees. I have received a copy of the Rules and Regulations and agree to follow them under penalty of loss of privileges.

THERE ARE NO REFUNDS ON ANY FEES. Member Name, Address, Phone Number & Email Address* will be shared with committee, club & sports chairpersons when checked. *Under 18 email addresses will not be entered into our database nor shared with chairpersons.

Date: _____ Property Owner Signature: _____

Individual Member Information on Back Page

* Let us know if you are a Professional Contractor – The LPPOA prefers to hire from our membership whenever possible *

For internal use only					
Easment Assesment: _____					
<small>Account Number</small>					
Payment Type: Credit Card Cash Check (Payable to LPPOA)					
Validation-Badge	New Badges	Boat Tags	Validation-Car	New Car Tags	Reviewed By: _____ Date: _____

Voluntary Recreational Membership Payment Procedure

Attached please find the Voluntary Recreational Membership application for Lake Parsippany. By completing this application and submitting payment you will be entitled to all rights and privileges offered to recreational members.

Membership runs from April 1st of each year until March 31st of the following year. You may join the lake at any time but there are no discounts offered.

Please complete the attached Voluntary Membership application and make check payable to:

Lake Parsippany Property Owners Association.

Checks and completed application should be mailed to:

LPPOA

c/o Cedarcrest Property Management

91 Clinton Rd., Suite 2D

Fairfield, NJ 07004

EASEMENT ASSESMENT FEES SHOULD NOT BE MAILED TO THIS ADDRESS

If you are a retuning member please be sure to put your badge number in the memo field.

You may also choose to come to the Clubhouse located at 701 Lake Shore to pay your membership fees. Membership sales are from March 22- May 31.

Wednesday Evenings from 7-9pm

Saturdays from 9am -12:00pm

Easement Assessment Payment Information Package

This package contains:

2017 Easement Assessment Invoice

Easement Payment Instructions

General Information letter

Legal Information letter

Membership Options

Voluntary RECREATIONAL (FULL) Membership Application

Voluntary Membership Payment Information