

Copy for Stanley 12/20/26

TO THE MEMBERS OF THE TACONIC LAKE ASSOCIATION:

Having attended the various annual and other meetings of the Association for the past five years, at which survey committee reports were made and other discussions were had, on the question of what were the correct boundary lines of the plots of the members, you are familiar with the following:

That great uncertainty existed and still exists as to where the said boundary lines are actually and physically located; that those plots were not properly laid out when the Association started, some twenty five years ago; that no map was made, the descriptions in the deeds being by stakes and stones; that surveyor Johnson stated the difficulties he encountered in mapping out the said plots, many of those stakes and stones being obliterated and in some sections there were old stakes, iron and otherwise, that had he, Johnson, taken those, the lines would have gone through some of the members houses, and in other sections, not enough land to provide for streets called for in the deeds; that there were claims by members that their boundary lines were at such a location and denied by the adjoining owners; that in most cases, in fact, almost all, the area called for in the deeds could not be provided for; that the description in some of the deeds was impossible of interpretation, and that in almost every instance on the lake front, all deeds did not describe what the owner was actually and physically occupying:

ALL OF WHICH, culminated in the adoption of a by law on the subject, to wit: Section 3 of Article V of the Constitution and By-laws of the Taconic Lake Association.

That there was a subsequent effort made to further amend the by-laws to repeal said Section III of Article V, which was unanimously voted down; that there was a further amendment to extend the dates, etc. in said Section III of Article V, which was unanimously adopted, all done in pursuance of the Constitution and By-laws, etc.;

That finally a map was adopted at the Annual meeting and Adjourned Annual meeting, held, respectively, on the 3rd day of August, 1929 and on the 17th day of August, 1929; and that the map as adopted was signed by the officers of the association and filed with the Secretary of the Association on the 13th day of October 1929, as directed in said by-laws and constitution.

It now becomes the clear duty of the Board of Trustees to carry out and enforce the said provisions of the Constitution and by-laws in order that the members, one and all, may receive the very great and substantial benefits which will necessarily flow to the members in enabling them to know with absolute certainty, — and in practically all instances for the very first time — the exact and definite location of their respective boundary lines. To that end each member will give a quit-claim deed to the Association of all his real estate within the

confines of the association, the description of the property in said quitclaim deed will follow the description or descriptions in the deed or deeds from the association or its assigns, to the member, whereupon the association will give a Warranty deed containing a description or descriptions of the members property in accordance with the map so adopted and filed.

The Exchange of deeds can be arranged for by sending your old deed or deeds by registered mail to Messrs. Nugent & Nugent, attorneys for the association, 280 Madison Avenue, New York City, or calling at their office personally and delivering them there, for which a receipt will be given to the member. Nugent & Nugent will prepare a quitclaim deed from the member to the Association and prepare a Warranty deed from the Association to the member, as indicated above. The member will be notified when to call and execute the quitclaim deed and receive a warranty deed in exchange.

If a member cannot call personally at the office of Messrs. Nugent & Nugent, he could mail his old deed or deeds by registered mail to Nugent & Nugent, 280 Madison Ave., New York City. They will prepare a quitclaim deed and mail it to the member who will execute same before a notary public, the notary public to be properly authenticated by the County Clerk or other proper officer (the notary will know what this means). Upon Nugent & Nugent receiving the quitclaim deed, they will forward said warranty deed properly executed by the officers of the association, to the member by registered mail. For this purpose Messrs. Nugent & Nugent will be the agent of the member and hold such quitclaim deed in escrow so that the quitclaim deed will not become effective until Messrs. Nugent & Nugent have in their possession for prompt delivery to the member entitled thereto the warranty deed from the association, and immediately upon delivery of the said warranty deed to Nugent & Nugent the quitclaim deed will become effective and the delivery of the said warranty deed to Nugent and Nugent will be considered delivery to the member.

Of course, all old deeds will have to be surrendered to Messrs. Nugent & Nugent at the time of the exchange, or if done by mail, at the time the quitclaim deed is mailed.

If a deed has been lost that is unrecorded ---- by this is meant, unrecorded in the County Clerk's Office, at Troy, New York ---- the Association would only be able to give a quitclaim deed in accordance with the map, but this would, of course, accomplish every purpose and assure and secure full ownership and possession to any such member with all the advantages of definite boundary lines quite as though a warranty deed had been so given.

If a deed has been lost which has been recorded a certified copy of the deed, which can be procured by writing to the County Clerk's Office at Troy, New York, sending a Money order for \$1.50, will be sufficient for the exchange and the delivery on the part of the association of the warranty deed.

-4-

The Board of trustees wish to call to your attention the fact that there has been spent on this map and in proceeding under this by-law to date, more than one thousand dollars, to say nothing of the great amount of work of officers of the association, both past and present, and that the by-law under which the map was developed was consented to by over two thirds of the actual membership, either by voting for the by-law itself, or voting not to repeal it or voting to extend the dates etc. in said by law, or by acting favorably on all, as the minutes of the various meetings of the association will show, which minutes were all read and approved without objection on the part of any member or anyone else, at the succeeding meeting, and the by-law pertaining to the said map has been in force for over three years, with objection on the part of only three or four members and their objection was withdrawn by voting not to repeal or in extending the dates, and other actions, and the members who did not act on the by-law subsequently committed themselves by their actions at subsequent meetings, with the exception of perhaps two or three, and in these latter cases, the member was deceased and the estate did not take action, so that practically it is the will of the entire membership that this map by-law be complied with and is distinctly to their great benefit and mutual advantage to have this done as promptly as possible.

Every member should comply with this by-law at the earliest possible moment, so that in the future, each member will know exactly where his boundary lines are located and any surveyor can locate them with certainty and without objection on the part of adjoining owners, which cannot be done now.

Another thing to bear in mind is that no map made by Johnson could be viewed as the result of a survey, as one ordinarily understands what a survey is. There was not a survey in any sense of the word. Each of his maps was simply a layout of the plots of the members, irrespective of how the deeds read, except that where the deeds could be followed he was supposed to do so; but in almost every instance it was impossible to make a layout and map according to the deeds and reconcile it with the land which is actually and physically occupied by the members. It would be impossible for any member to maintain a lawsuit based on any of the Johnson maps, without the aid of the above mentioned by-law, except perhaps in the case of a few mountain view plots not located at or near the lake, and it is doubtful if it could be done even in those cases.

Several members have erected fences since the adoption of the by-laws above mentioned, and some very recently, which fences are on land belonging to the association or on land belonging to the adjoining owner, and contrary to the boundary lines as laid down on the above mentioned map as finally adopted. Other members have had fences up before the adopted map on disputed territory; about six or seven members in all.

Whatever may have been the warrant for such fences when boundary lines were a thing of dispute there can be no occasion or justification

for the further maintenance of such structures now or after the exchange of deeds herein provided for has been effectuated since thereupon every member will know exactly where his several boundary lines are located and can have such lines laid out by accurate survey and then any such member if so advised may if in accord with the Constitution and By-laws erect a proper and suitable fence physically marking out his plot or plots - and it is inconceivable that any member would care to unjustly encroach upon his neighbor's land for any purpose whatever.

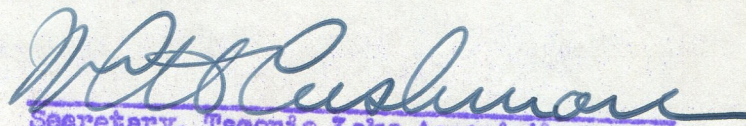
For these reasons the Board of Trustees has delayed taking action to compel compliance on the part of such members with the Constitution and by-laws as amended and believe that all such members will promptly and voluntarily either remove such fences or alter and reconstruct them in accordance with their true and definite boundary lines as shown on said adopted and filed map and not further encroach either upon lands belonging to the Association or to any of its members.

Certain members having made a demand upon the Board of Trustees to issue deeds in accordance with the constitutions and by-laws, the Board feels that it is time now to request all members to have their deeds exchanged for deeds which will accurately and definitely establish their boundary lines and earnestly request that the members take immediate steps to exchange deeds as above set forth.

The president will be glad to answer any questions or explain further if the member will write to him at No. 4 Hardy Place, Great Kills, Staten Island, N.Y. or perhaps a meeting could be arranged at the office of Messrs. Nugent & Nugent, where the matter can be gone into more fully. Messrs. Nugent & Nugent have the maps and all the necessary data, including the by-laws, minutes, etc. Mr. Wright or Messrs. Nugent & Nugent or all of them would be glad to confer with the attorney or attorneys of any member or group of members.

In closing the Board of Trustees earnestly asks the active co-operation of each and every member so that this matter can be concluded at the earliest possible moment, in order that the entire membership may have and enjoy the fruits of their united and sustained efforts put forth in the past and may rest in the knowledge and peaceful security that future disputes and uncertainty of their boundary lines so provocative of ill will and discord have been relegated to the limbo of forgotten things.

Dated this 29th day of October 1930.


Secretary, Taconic Lake Association,
North Bennington, Vermont

Peter I. Wright, President
4 Hardy Place, Great Kills,
Staten Island, New York.