



E-recorded

DOCKET#:12730 Type:ERX-Deed
PAGES:8

HONORABLE JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 889727 08:54:38 AM

04/02/2020
DB 6264 75

Fee:\$ 100.00

CONSIDERATION:\$ 272,909.00 Tax/Code:NEW CONSTRUCTION UNDER 350K

COUNTY :	273.00	STATE :	0.00
NJAHTF :	567.00	EAA :	527.90
PHPFA :	136.50	GEN PURP :	0.00
1% OVER :	0.00		

REALTY TOTAL: \$ 1,504.40

GRANTEE ADDRESS: 504 SAMMY STREET

WOOLWICH TOWNSHIP
NJ -08085

DOCUMENT DATE: 03/31/2020

MUNICIPALITY: WOOLWICH BLOCK: 28.43 LOT: 25

PARTIES:

FIRST PARTY-NVR INC
SECOND PARTY-KIMBERLY A MACKIEWICZ
ADDITIONAL PARTY-CODY G BERRY

RECORD & RETURN TO:
SIMPLIFILE

PLEASE DO NOT DETACH THIS PAGE FROM THE ORIGINAL
DOCUMENT AS IT CONTAINS IMPORTANT INFORMATION AND
IS PART OF THE PERMANENT RECORD.

GLOUCESTER COUNTY RECORDING DATA PAGE
HONORABLE JAMES N. HOGAN, COUNTY CLERK

Prepared by:
E. ALLEN NICKERSON, ESQUIRE
175 W. White Horse Pike
Berlin, NJ 08009
856-768-5103
Signature no longer required N.J.S.A. 46:26A-3

NEW CONSTRUCTION

DEED

This Deed is made on March 31, 2020, between **NVR, Inc., a Virginia corporation d/b/a Ryan Homes**, having an office located at 1020 Laurel Oak Road, Suite 201, Voorhees, New Jersey 08043, together referred to in this document as "Grantor" and **KIMBERLY A. MACKIEWICZ, SINGLE AND CODY G. BERRY, SINGLE, JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP**, 504 SAMMY STREET, WOOLWICH TOWNSHIP, NJ 08085, referred to in this document as "Grantee".

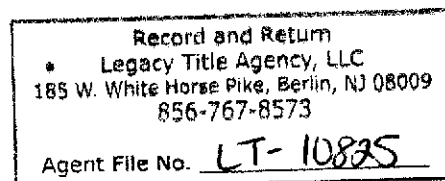
(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed.)

Transfer of Ownership. The Grantor grants and conveys to the property described below to the Grantee. The transfer is made for the sum of **Two Hundred Seventy Two Thousand Nine Hundred Nine Dollars (\$272,909.00)**. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Township of Woolwich, **Block No. 28.43, Lot No. 25.**

Property. The property consists of real property located upon land in the Township of Woolwich, County of Gloucester and State of New Jersey. The legal description is described on Exhibit "A" attached.

BEING THE SAME LAND AND PREMISES, which became vested in NVR, Inc., a VA Corporation, doing business in New Jersey as Ryan Homes, by Deed from Weatherby Townhomes LLC dated 12/3/2019 and recorded 12/10/2019 in the Gloucester County Clerk's Office in Deed Book 6204, page 293.



This conveyance is subject to the following:

(i) the covenants, conditions, restrictions and easements included in the Declaration of Covenants, Conditions and Restrictions for Pepper Farm Towns Homeowners Association, Inc. (formerly known as "Townhouse Villages at Weatherby Place"), recorded in the Office of the Gloucester County Clerk, on March 14, 2018, in Deed Book 5833 beginning at Page 1 *et seq.* (referred to herein as the "Declaration"), as amended, (ii) the Certificate of Incorporation, Bylaws, and any rules and regulations and duly adopted resolutions of the Pepper Farm Towns Homeowners Association, Inc., a New Jersey non-profit corporation (formerly known as "Townhouse Villages at Weatherby Place Homeowners Association, Inc.") (the "Association"), together with any amendments and supplements thereto which may be lawfully adopted after the date of this Deed; (iii) any and all zoning regulations and other ordinances of the Township of Woolwich; (iv) any state of facts which would be shown by an accurate survey or title search; (v) any additional taxes assessed or levied by the Township of Woolwich under N.J.S.A. 54:4-63.1 et seq.; (vi) governmental statutes, ordinances and regulations; and (vii) any easements, restrictions or documents of record as of the date of this Deed.

Purchasers Initials CB

By the acceptance of this Deed, the Grantee, for the Grantee and all successors to the Grantee's interest, (i) consents to any and all future amendments and supplements of the Declaration or of the Certificate of Incorporation, By-Laws and any rules and regulations of the Association (collectively referred to in this Deed as the "Governing Documents") contemplated under Articles VII, Section 7.2 and XI, Section 11.2 of the Declaration, and (ii) grants a power of attorney to Developer, as said term is defined in the Declaration, its successors and assigns to execute and record any document necessary to evidence and/or effect any such amendment or supplement until the earlier to occur of (a) a period of fifteen (15) years from the date the Declaration was recorded, or (b) until the Developer or any Builder (as defined in the Declaration) conveys title to the last Unit held by it for sale in the ordinary course of business to a purchaser other than the Developer, or its assigns or other than any Builder, except that no such agreement, document, amendment or supplement or other instrument which adversely affects the value or substantially alters the floor plan of a Unit (except as provided for in the Declaration), or substantially increases the financial obligations of the Unit Owner, or reserves any additional or special privileges for the Developer not previously reserved, shall be made without the prior written consent of the affected Unit Owner(s) and all owners of any mortgage(s) encumbering the affected Unit Owner(s). Any such agreement, document, amendment or supplement which adversely affects the priority or validity of the lien of any mortgage which encumbers any Unit shall not be made without the prior written consent of the owners of all such mortgages.

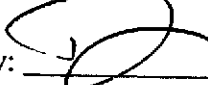
This power of attorney will run with the title to the property conveyed to the Grantee. That means that this power of attorney is binding upon the Grantee and the Grantee's personal representatives, successors and assigns. Those successors or assigns could include a mortgage holder or other lienholder, purchaser, tenant or someone who acquires an interest in the property through a will or by operation of law.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts: (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

WITNESS:

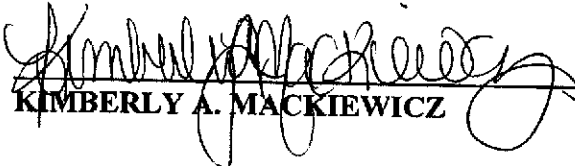
GRANTOR:

NVR, INC., a Virginia corporation,
d/b/a Ryan Homes

By: 
Dylan Sinclair
Appointed Vice President

WITNESS:

GRANTEE:


KIMBERLY A. MACKIEWICZ


CODY G. BERRY

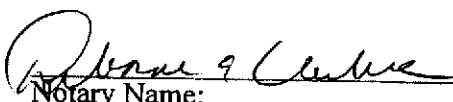
STATE OF NEW JERSEY

SS.

COUNTY OF Camden

I CERTIFY that on March 31, 2020, DYLAN SINCLAIR personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) he signed, sealed and delivered the attached Deed as Appointed Vice President by Incumbency Certificate dated March 2, 2020, of NVR, INC, A VIRGINIA CORPORATION DOING BUSINESS AS RYAN HOMES, the corporation named in this Deed;
- (b) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) he knows the proper seal of the corporation which was affixed to this Deed;
- (d) the full and actual consideration paid or to be paid for the transfer of title as defined by N.J.S.A.46:15-5, is \$ 272,909.00.


Notary Name:
Expiration Date of Commission:
Notary Seal:

Deborah A Elenbark
Notary Public of New Jersey
My Commission Expires:
11/16/2022

CERTIFICATE OF ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF NEW JERSEY

:

SS.

COUNTY OF Camden

:

I am A Notary Public, an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On March 31, 2020, **Kimberly A. Mackiewicz and Cody G. Berry** appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer and made this acknowledgment.) I am satisfied that this person is the person named in and who signed this Deed. This person acknowledged signing, sealing and delivering this Deed as this person's act and deed for the uses and purposes expressed in this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c.49 Sec.1(c) is \$ 272,909.00.

Deborah A Elenbark

Notary Name:

Expiration Date of Commission:

Notary Seal:

Deborah A Elenbark
Notary Public of New Jersey
My Commission Expires:
11/16/2022

**EXHIBIT A
LEGAL DESCRIPTION**

ALL that certain tract or parcel of land, situated, lying and being in the Township of Woolwich, County of Gloucester, State of New Jersey, more particularly described according to a survey made by Joseph W. Maxcy, P.L.S., License No. 32652, of Peterman Maxcy Associates, LLC, dated March 13, 2020, as follows:

BEING known as Block 28.43, Lot 25, as shown on Final Plan of Lots Section 6.2, Village at Weatherby Place Section 6 Townhouses filed in the Gloucester County Clerk's Office on 5/2/2019 as Map No. 4659.

Under and subject Declaration of Covenants, Conditions and Restrictions for Townhouse Villages at Weatherby Place as contained in Deed Book 5833, page 1. First Amendment to the Declaration as contained in Deed Book 6018, page 265.

FOR INFORMATION PURPOSES ONLY:

BLOCK 28.43, LOT(S) 25, on the Tax Map of the Township of Woolwich, County of Gloucester, State of New Jersey, and more commonly known respectively as 504 Sammy Street, Woolwich Township, NJ 08085.

GIT/REP-3

(8-19)

(Print or Type)

State of New Jersey Seller's Residency Certification/Exemption

Seller's Information

Name(s)

NVR Inc., a Virginia Corporation doing business in New Jersey as Ryan Homes, by Dylan Sinclair, Vice President

Current Street Address

1020 Laurel Oak Road, Suite 200

City, Town, Post Office

Voorhees

State

NJ

ZIP Code

08043

Property Information

Block(s)

28.43

Lot(s)

25

Qualifier

Street Address

504 Sammy Street

City, Town, Post Office

Woolwich Township

State

NJ

ZIP Code

08085

Seller's Percentage of Ownership

100

Total Consideration

\$272,909.00

Owner's Share of Consideration

\$272,909.00

Closing Date

3-31-2020

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
8. ☐ Seller did not receive non-like kind property.
9. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
12. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. ☐ The property transferred is a cemetery plot.
15. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
16. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date

3-31-2020

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.
STATE OF NEW JERSEY

COUNTY Gloucester } SS. County Municipal Code 0824

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

MUNICIPALITY OF PROPERTY LOCATION Woolwich Township

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Dylan Sinclair, being duly sworn according to law upon his/her oath,

deposes and says that he/she is the Vice President in a deed dated 3.31.2020 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 28.43 Lot number 25 located at

504 Sammy Street, Woolwich Township, NJ 08085

(Street Address, Town)

and annexed thereto.

(2) CONSIDERATION \$ 212,909.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over. * (Instruction #9 on reverse side for A or B)
B. **BLIND PERSON** Grantor(s) ☐ legally blind or;
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY

(6) LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- ☒ Entirely new improvement. ☒ Not previously occupied.
☒ Not previously used for any purpose. ☒ NEW CONSTRUCTION* printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 31 day of March, 2020

Deborah A Elenbark

Deborah A Elenbark
Notary Public of New Jersey
My Commission Expires:
11/16/2022

Signature of Deponent NVR, Inc., d/b/a Ryan Homes
Grantor Name
Dylan Sinclair
1020 Laurel Oak Rd, Suite 200
Voorhees NJ 08043

Deponent Address 1020 Laurel Oak Rd, Suite 200
Grantor Address at Time of Sale
Voorhees NJ 08043
Last three digits in Grantor's Social Security Number XXX-XXX- 830
Legacy Title Agency, LLC
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251

TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:
www.state.nj.us/treasury/taxation/lpt/localtax.htm