

**DECLARATION OF PROTECTIVE
COVENANTS, EASEMENTS AND RESTRICTIONS
AND ROAD MAINTENANCE OF
MIDDLETOWN REALTY CORPORATION**

(34)

This Declaration of Covenants, Easements and Restrictions and Road Maintenance is made as of this seventh day of September 1989, by Middletown Realty Corporation., a business corporation organized and existing under the laws of the State of New York with its principal place of business at Dale Lane Road, Elka Park, New York 12427 residing at New York (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the owner of certain premises conveyed to it by Israel Slutzky and by Orville A. Slutzky by deed recorded on the second day of November, 1980 in Liber 506 of Deeds at Page 687 in the Office of the Clerk of the County of Greene which premises are situated in the Town of Hunter, Greene County, New York; and

WHEREAS, the conveyance to Declarant was corrected by deed from Israel Slutzky and Orville A. Slutzky dated September 26, 1989, which deed corrected the named of the Declarant from "Middletown Realty Corp." to Middletown Realty Corporation and which deed is intended to be recorded in the Office of the Clerk of the County of Greene immediately prior to the recording of this Declaration; and

WHEREAS, the Declarant has subdivided a portion of such premises, as described in Schedule A hereof, and intends to convey lots therefrom subject to the terms and provisions of this Declaration; and

WHEREAS, such lots are shown and depicted on a map entitled "Map of a Survey of Subdivision of Lands of Middletown Realty Corporation" by West and Brooks, which map is dated September 29, 1988 and was filed in the Office of the County of Greene in Map Drawer 211, Map No. 102 on October 4, 1988; and

WHEREAS, it is desirable for the protection of the privacy and life style of the prospective purchasers of such lots, the preservation and conservation of the character, environment and property values in such subdivision and the promotion and protection of the health, safety, morals, aesthetics and general welfare of the prospective purchasers of lots in such subdivision that said lots be subject to various restrictive covenants to run with the land.

NOW THEREFORE, the Declarant hereby declares that the following protective covenants, easements and restrictions shall apply to the aforesaid lots formed from the division of the lands described in schedule A hereof, and shall run with the land and be binding upon Declarant and his assigns, and each and every prospective purchaser and re-purchaser of any lot or portion of the aforesaid lots agrees by the acceptance of a deed thereto that such property shall be held, transferred, sold, conveyed, occupied and used together with the benefits and subject to the burdens of the following covenants, easements and restrictions:

1. No lot will be further subdivided into any parcel less than 2.0 acres in size. No further subdivision shall be in violation of any state or local laws, rules or regulations.

2. Each lot shall be used for residential purposes only. No lot shall be used for any commercial, business, industrial or agricultural purpose, including the raising or harboring any animals other than normal household pets except that on lots exceeding seven acres in size a maximum of two horses may be harbored providing that such horses shall not be stabled within fifty feet of the roadway used to provide access to any other lots or within fifty feet of any boundary line of any of the lots subject to this Declaration without the written permission of the owner thereof. No portion of any lot shall be used for the

purpose of any road, street or way, public or private, providing access directly or indirectly of to any lands not now owned by the Declarant from the roadway created by the Declarant.

3. No noxious or offensive activity shall be carried on any lot. No lot shall be used or maintained as a dumping ground for rubbish, trash, junk, scrap, debris garbage or other waste and any household waste shall be kept in sanitary receptacles in an area not generally visible from any roadway.

4. No lot will be used to store any unregistered motor vehicles or travel trailers. No trailers shall be permitted on any such lot. Included in the definition of "trailer" shall be any so called mobile home commonly referred to as "trailer" which is designed to be pulled by a motor vehicle, any motorized, self-propelled vehicle designed for use as temporary living quarters, and also any so called double wide trailer. For the purposes of this restriction a so-called "modular" home shall not be considered a "trailer" when installed on a permanent foundation. Notwithstanding this provision, nothing herein shall prevent or preclude any lot owner from housing any camping trailer or motorized, self-propelled vehicle on such lot provided the same is parked within a garage or in such a way that it is not visible from any portion of the roadway providing access to such premises.

5. No more than one single family house shall be constructed on any such lot, whether the said lot shall be one of the original lots conveyed by the Declarant or any future lot created by the subdivision of any such original lot consistent with the provisions of paragraph "1" hereof. No house shall be constructed on any such lot with less than 1200 square feet of living space. Nothing herein shall be construed to prevent the construction of a suitable garage or outbuilding the use of which shall be accessory to the main residence. Once construction has begun on a house, it will be completed within one year of the date of commencement.

6. Each lot is conveyed subject to an easement twenty feet in width along the bounds of the roadway providing access thereto for the purpose of installation, maintenance and repair of utility lines. Excepted and reserved from each conveyance is an easement in a form acceptable to the local utility company providing service to such lots and Declarant shall have the absolute right without further authority of the owners of such lots to assign such easements to such local utility company including the right to grant utility easements to such utility companies in their standard forms.

7. No trees over five inches in diameter on any lot shall be cut within 40 feet of the roadway or 25 feet of any boundary line except for the purpose of installing driveways and utilities. No clear cutting of more than 50 percent of any lot shall be permitted without the written consent of the Declarant.

8. Each lot shall be subject to all of the applicable laws, codes, rules and regulations of the State of New York, the City of New York, the County of Greene and Town of Hunter and any violations thereof may be the subject of an action by the Declarant or by any of the owners of any of the lots conveyed subject to this Declaration in the Supreme Court of Greene County to abate the same.

9. No lot owner shall divert or otherwise obstruct, restrict or interfere with the flow of any brook, stream or the natural drainage across the premises so as to divert waters to the detriment of any other lot owners.

10. The use, repair and maintenance of the roadways providing access to each of the lots depicted on the above reference map, except for lot "1" as provided for in subparagraph "j" hereof, shall be as follows:

a. The Declarant hereby grants to each of the purchasers an easement for ingress and egress, on foot or by vehicle, and for the installation and maintenance of utilities, over the fifty feet wide strip of land depicted on the map referred to herein above on which the Declarant has constructed a roadway, such easement to be extinguished automatically and without notice to any of the said lot owners upon acceptance by the Town of Hunter of such roadway as a public highway. The Declarant hereby reserves the absolute right to offer all or any portion of such roadway to the Town of Hunter for acceptance and use as a public highway without notice to or approval by any of the owners of said lots. Acceptance of any deed of conveyance to any of the lots subject to this Declaration shall be deemed an irrevocable consent to the offer of dedication of such roadway to the Town of Hunter by the Declarant.

b. The Declarant hereby agrees in consideration of the payment of the purchase price for each of the various lots which are subject to the terms and provisions hereof to complete the construction of such roadway to the specifications of the Town of Hunter for acceptance of roadways as public highways upon the completion of construction of four houses which shall depend entirely on such roadway for access. For the purposes of this paragraph, no such house shall be deemed complete unless and until a permanent certificate of occupancy shall be issued by the Town of Hunter for such house. Declarant agrees to use his good faith efforts to have such roadway accepted as a public highway.

c. Until such roadway is accepted as a public highway or until such duty expires as otherwise provided for herein, Declarant agrees to maintain such highway in substantially its present condition, usual wear and tear excepted. Any extraordinary or unusual condition or damage to the roadway which shall seriously inconvenience the passage on such roadways by ordinary automobiles will be corrected. The duty to improve such highway to the specifications of the Town of Hunter, including stoning and oiling, or any other specifications, shall not arise until such time as the roadway is otherwise eligible for acceptance as a public highway as a result of the construction of houses thereon and the actual construction of four such houses. As used herein the duty to "maintain" shall include the duty to pay and discharge any and all real property taxes levied on such roadway but shall not include the duty to remove or plow snow or salt or sand such roadways or otherwise make such roadways passable under winter conditions. The duty of the Declarant to maintain such roadway shall expire without notice with respect to any portion of such roadway when the same shall be accepted for dedication as a public highway or when the Declarant shall be owner of less than five such lots provided that the Declarant shall, at its own cost and expense, bring such roadway up to the road specifications of the Town of Hunter for acceptance of public highways. It is understood and agreed that in the event that such roadway is brought up to town specifications by Declarant prior to such time that it is eligible for acceptance as a public highway, that it shall not be required to make any other or further expenditures or perform any other services or work thereon except for any duty to pay for the costs of road maintenance pursuant to the provisions hereof as the individual owner of any such lot. Under such circumstances, the cost of making any further repairs, changes or upgrading of such roadway in order to make such roadway eligible for acceptance as a public highway shall be borne by the lot owners as a maintenance expense, which repairs, changes or upgrading shall be caused to be performed by the road manager when such roadway is otherwise eligible for acceptance as a public highway, and it shall be the duty of such lot owners to bring such roadway to town specifications as soon as the said roadway or portion thereof shall be eligible for dedication as a public highway and the expense thereof shall be deemed an expense of maintenance to be shared by the lot owners pursuant to the provisions hereof.

d. The duty to remove or plow snow or salt or sand such roadways or otherwise make such roadways passable under winter conditions shall be shared ratably by each of the owners of such

lots on which residences are completed or under construction. As used herein "ratably" shall mean that each owner shall contribute to such costs in proportion to the length of road actually used by such owner in gaining access to his driveway. All calculations shall be based on the number of feet from the public highway to the driveway of the particular lot owner in question, with no owner paying for the snow removal on any portion of the roadway not used by him in gaining access to his lot and sharing in those portions of the roadway used in common.

e. Prior to the acceptance of the roadway as a public highway, but subsequent to the expiration of the duty of maintenance on the part of the Declarant, the costs of maintenance of such roadway, including the duty to pay all real estate taxes levied on such roadway, shall be paid by the owners of each lot equally, irrespective of whether any house is constructed thereon.

f. In allocating shares of expense for such snow removal and/or maintenance, any new lot created by the subdivision of any original lot will assume a full share of such expense. Shares of such expense among lot owners shall be irrespective of the distance such lot is from the nearest public highway, the size of any such lot, the amount of frontage any such lot has on such road or, in the case of any newly created lots, whether such lot actually fronts on such roadway and the number of owners of any particular lot. The provisions hereof are subject to the restriction that the only lot owners who will share in the cost of snow removal are those with residences either complete or under construction.

g. Any extraordinary damage caused to the roadway at any time prior to such roadway becoming a public highway by any owner, or the agents, employees or independent contractors of such owners in connection with any contracting, well drilling, excavation or such other work on such owner's lot shall be repaired promptly at the sole cost and expense of such owner.

h. The duty of coordinating the contracting of snow removal and maintenance services shall be facilitated by the appointment of a lot owner as a "road manager" by the majority vote of the other lot owners. With respect to the appointment of such road manager or any other matters needed to be decided by vote of the lot owners, each lot will be entitled to one vote, irrespective of the number of owners of such lots or the size of any particular lot. Such road manager shall have the duty to obtain the necessary services at reasonable costs to perform such duties and to assess each lot owner on an annual basis his or her respective share according to the responsibility of each for such services. Also included in the duty of the road manager with respect to snow removal only, shall be the duty to maintain such roadway free from of snow and ice to the satisfaction of thirty-five percent of the lot owners who are eligible, as a result of their having houses completed or under construction on their lots pursuant to subparagraph "d" hereof, to vote on and require to pay for snow and ice removal matters. Lot owners may be assessed separately for maintenance and for snow removal as not all lot owners may be liable for the costs of snow removal. Included within the authority of such road manager is to make such assessment in advance of any actual expenditures to insure that funds are available for such purposes when they are due to be paid. The road manager may make additional or supplemental assessments as necessary to make up any short falls in funds on hand to pay such expenses. In the event any lot owner shall fail to pay any such assessment within thirty days of receipt thereof, the road manager may, as representative of such lot owners, maintain an action in the Supreme Court of Greene County for the purpose of collecting such assessed sum. In any such action, the Court shall be entitled as elements of damages, to award to the road manager the attorney's fees and other reasonable costs of litigation, including the fees of engineers and expert witnesses, and reasonable compensation to the road manager for his time and effort in connection with such litigation. No such judgment shall be considered a lien on the premises of such lot owner unless and

until such judgment is filed and the lien of such judgment shall be inferior and subordinate to and shall not affect the priority of the lien of any mortgage recorded prior to the filing of such judgment. In the event the road manager shall for any reason be ultimately unsuccessful in the collection of any such delinquent sums, he may charge them back to the other lot owners in the proportion they may be obligated under the provisions hereof to pay.

1. If such roadway shall not be accepted as a public highway by January 1, 1995, then upon the majority vote of the lot owners other than Declarant, the Declarant will, upon demand, convey such roadway to a not-for-profit corporation formed by the owners at their own cost and expense for the purpose of owning such road, whereupon each lot owner shall be obligated to become a member thereof.

j. This provisions of this paragraph 10 relating to the maintenance and snow and ice removal of the roadway shall only be applicable to Lot "1" and the owner thereof shall only be liable to share in the costs of maintenance and snow and ice removal in the event that access to the lot or any portion thereof shall be made possible by the construction of any driveway, roadway or other access point thereto from such roadway so that access to such lot from the roadway is possible by an ordinary motor vehicle. In the event that lot 1 shall be subdivided, then only the lot or lots resulting from the subdivision thereof which enjoy such access shall be obligated to participate in the maintenance and snow and ice removal of such roadway. Upon the construction of any house on Lot 1, or any subdivided portion thereof, such house will be considered one of the four houses referred to in subparagraph (b) hereof only if the lot on which such house is constructed enjoys access from such private roadway.

k. Notwithstanding any other provision hereof, the Declarant represents that there are no guarantees that all or any part of such roadway will ultimately be accepted as a public highway and expressly reserves the right to offer various portions of such roadway to the Town of Hunter in stages. Accordingly, each lot owner takes title to such lot subject to the condition that only the lot owners who, from time to time, enjoy access on the private road by having driveways thereon shall be required to participate in the expenses of maintenance or snow removal as required in other subparagraphs hereof, and in the event any such lot owner shall initially be required hereunder to participate in such expenses, such lot owner shall be relieved of such duty of participation if and when direct access to his or her lot shall be available to any publicly dedicated portions of such roadway. However, even if such lot fronts on any portion of a publicly dedicated roadway, such lot owner will still be required to participate in such expenses as imposed by this paragraph in the event he or she shall have any driveway or access point on the private owned section of such roadway or shall regularly use any portion of such private roadway for ingress and egress to and from his or her lot.

11. The Declarant represents with respect to the installation of utilities in such subdivision as follows:

a. A copy of such map has been reviewed by Central Hudson Gas and Electric and a determination has been made by them that such lots are eligible for the installation of overhead electrical lines.

b. Central Hudson Gas and Electric has agreed to install overhead electric lines to any lot within ninety days of receipt from any owner thereof of an application and a copy of the construction agreement and evidence that the foundation for such lot is complete.

12. These covenants shall run with the land and bind all future owners of such lots. The rights of the Declarant hereunder may be assigned by the corporation.

13. The enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any provision hereof and shall be either to restrain such violation or to recover monetary damages or for specific performance. Any such proceeding may be brought by Declarant, its successors or assigns, or by any lot owner. No duty is imposed hereby upon the Declarant to maintain any such proceeding in the event of any such violations and it shall not be liable in the event of its failure to act nor shall any such failure on its part to enforce any part hereof be deemed a waiver or bar to its right to enforce any of the provisions hereof in the future.

14. Declarant reserves the right to make any such changes or amendments to this Declaration as may be necessary in its judgment to give effect to the spirit and intention of the Declaration as set forth in the preamble and as reflected in of this Declaration. Declarant agrees that prior to effectuating any such changes to provide thirty days written notice to the lot owners by certified mail of such proposed changes to afford such lot owners the opportunity to comment within ten days on such proposed changes. Nothing herein shall be construed to require any approval of such changes by any of the lot owners.

15. Whenever any lot owner shall be required to be given any notice or written communication by Declarant or road manager, or by any other lot owner, such notice or written communication shall be by certified mail addressed to such lot owner at the address maintained for such lot owner by the Tax Collector of the Town of Hunter for tax billing purposes at the time such notice is sent.

DECLARANT

MIDDLETOWN REALTY CORPORATION

By: 
Rosario Tsilimparis
Secretary

SECRETARY


OCT 11 3 03 PM '89
CLERK'S OFFICE
CATSKILL, N.Y.

STATE OF NEW YORK

ss:

COUNTY OF GREENE

On the seventh day of October, 1989, before me personally came Rosario Tsilimparis to me known, who, being by me duly sworn, did depose and say that she resides at Dale Lane, Elka Park, New York; that she is the Secretary of Middletown Realty Corporation, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that she signed her name thereto by like order.


ANTHONY C. BUCCA
Notary Public
State of New York
Registration No. 5502635
Qualified in Greene County
My Commission expires 6/30/90

ALL THAT PIECE OR PARCEL OF LAND SITUATE in the Town of Hunter, County of Greene, State of New York in Lots 108 and 109 - Great Lot 25 of the Hardenburgh Patent as shown on a subdivision map entitled, "Map of Survey of Subdivision of Lands of Middletown Realty Corporation" by Richard C. Brooks, L.S. Reg. No. 49600 dated 29, September 1988 and filed in the Office of the Clerk of Greene County in drawer No. 211 as map No. 102 on 04, October 1988, and being bounded and described as follows:

BEGINNING at a point in the center of the town highway known as Dale Lane at the northeast corner of land of Charles Farrell, Liber 373, Page 299, the northwest corner of Lot 1 as shown on the abovementioned subdivision map and running thence from said Point of Beginning along the center of Dale Lane the following three (3) courses and distances: 1) North 55 degrees 14 minutes 41 seconds East a distance of 153.55 feet to a point, 2) on a curve to the right having a radius of 430.45 feet a delta angle of 16 degrees 49 minutes 03 seconds for a length of 126.35 feet to a point in the westerly bounds of a private subdivision road and 3) continuing along the center of said Dale Road and crossing said private subdivision road North 72 degrees 03 minutes 44 seconds East a distance of 25.43 feet to the northwest corner of land of Rosario Tsilimparis; thence along the easterly bounds of the aforementioned private subdivision road and the westerly bounds of said Tsilimparis the following two (2) courses and distances: 1) South 28 degrees 31 minutes 21 seconds East a distance of 275.33 feet to a set Bathey survey marker and 2) on a curve to the right having a radius of 350.00 feet a delta angle of 26 degrees 03 minutes 11 seconds for a length of 159.15 feet to the northwest corner of Lot 12 as shown on the abovementioned subdivision map marked by a set Bathey survey marker; thence along the bounds of said Lot 12 the following eleven (11) courses and distances: 1) along the southerly bounds of said Tsilimparis and crossing the Schoharie Creek North 72 degrees 16 minutes 04 seconds East for a distance of 846.61 feet to the north bank of said Schoharie Creek, said last mentioned course of North 72 degrees 16 minutes 04 seconds East at a distance of 486.61 feet passes through a set Bathey survey marker, 2) along the north bank of said Schoharie Creek and along land of Twin Mountain House, Inc., Liber 488, Page 515, South 78 degrees 11 minutes 26 seconds East a distance of 59.98 feet to a point, re-crossing said Schoharie Creek the next two courses and distances are along land of Emilie Judge, Liber 657, Page 178, 3) South 09 degrees 11 minutes 35 seconds West a distance of 664.54 feet to a found 1 inch diameter iron pipe, 4) North 60 degrees 33 minutes 32 seconds East a distance of 628.98 feet to the center of the aforementioned Schoharie Creek, the next six courses and distances are along the center of said Schoharie Creek and along land of Carmelo Rodio et al, Liber 552, Page 238, 5) South 37 degrees 07 minutes 29 seconds East a distance of 587.11 feet to a point, 6) South 12 degrees 30 minutes 11 seconds West a distance of 80.17 feet to a point, 7) South 34 degrees 23 minutes 36 seconds East a distance of 51.03 feet to a point, 8) South 74 degrees 44 minutes 48 seconds East a distance of 46.67 feet to a point, 9) North 43 degrees 37 minutes 35 seconds East a distance of 176.34 feet to a point, 10) South 65 degrees 08 minutes 12 seconds East a distance of 47.40 feet to a point and 11) leaving said Schoharie Creek and running along the common bounds of Lot 109 of Great Lot 25 and Lots 3 and 12 of Great Lot 26 land of Priscilla Schneeberg and others, Liber 520, Page 315, along a blazed line and partly along a wire fence South 28 degrees 22 minutes 53 seconds West a distance of 1034.41 feet to the southeast corner of said Lot 12 northeast corner of Lot 11 as shown on the abovementioned subdivision map; thence along said Lot 11 continuing along the common bounds of lot 109 of Great Lot 25 and Lot 3 of Great Lot 26 and partly along the aforementioned

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wire fence and blazed line and along a stone wall and stone row the following four (4) courses and distances: the next three courses and distances are along said land of Schneeberg 1) South 28 degrees 22 minutes 53 seconds West a distance of 460.00 feet to a set Bathey survey marker at the northerly end of said stone wall, 2) South 27 degrees 26 minutes 26 seconds West a distance of 278.99 feet to a set Bathey survey marker in said stone row, 3) South 30 degrees 19 minutes 10 seconds West a distance of 252.38 feet to a found pile of stones with a wooden stake at the intersection of blazed lines, the next course and distance is along land of the State of New York 4) South 27 degrees 46 minutes 35 seconds West a distance of 330.48 feet to the southerly corner of said Lot 11 the southerly corner of Lot 10 as shown on the abovementioned subdivision map; thence along Lot 10 along other land of the State of New York, Liber 236, Page 169, and along the common line of Lots 109 and 118 of Great Lot 25 along a blazed line North 62 degrees 29 minutes 25 seconds West a distance of 575.00 feet to the southwesterly corner of said Lot 10 the southeasterly corner of Lot 8 of the aforementioned subdivision map; thence along the southerly bounds of Lot 8 the following two (2) courses and distances 1) continuing along land of the State of New York North 62 degrees 29 minutes 25 seconds West a distance of 850.32 feet a northeast corner of land of Robert L. Graef, Liber 297, Page 93, the common corner of Lots 108, 109, 117, and 118 of Great Lot 25 marked by a found pile of stones with a wooden stake and 2) along said land of Graef and along the common line of Lots 108 and 117 of Great Lot 25 North 64 degrees 38 minutes 24 seconds West a distance of 261.42 feet to the southwest corner of said Lot 8 the southeast corner of Lot 7 as shown on the abovementioned subdivision map marked by a set Bathey survey marker, said last mentioned course of North 64 degrees 38 minutes 24 seconds West at a distance of 99.66 feet passes through a found stack of stones; thence along said Lot 7 the easterly bounds of said land of Graef and land of J. Yankowski, Liber 447, Page 745, and generally along a wire fence the following two (2) courses and distances: 1) North 64 degrees 38 minutes 24 seconds West a distance of 166.02 feet to a set Bathey survey marker and 2) North 58 degrees 23 minutes 53 seconds West a distance of 267.81 feet to the southwest corner of said Lot 7 the southeast corner of Lot 6 as shown on the abovementioned subdivision map marked by a found stack of stones, said last mentioned course of North 58 degrees 23 minutes 53 seconds West at a distance of 236.10 feet passes through a found stack of stones; thence along the southwesterly bounds of said Lot 6 and along said land of Yankowski, said land of Graef partly along the aforementioned wire fence and stone wall the following two (2) courses and distances: 1) North 57 degrees 32 minutes 24 seconds West a distance of 229.69 feet to a set Bathey survey marker and 2) North 61 degrees 16 minutes 24 seconds West a distance of 279.59 feet to the west corner of said Lot 6 marked by a set Bathey survey marker at the north end of said stone wall; thence leaving said common Lot line of Great Lot 25 and along land of Edmund Dathe Jr., Liber 502, Page 854, North 27 degrees 33 minutes 42 seconds East a distance of 171.05 feet to a corner of said Lot 6 the southerly corner of Lot 5 as shown on the abovementioned subdivision map the easterly corner of said Dathe marked by a set Bathey survey marker in a found old pile of stones; thence along the northeasterly bounds of said Dathe along the bounds of said Lot 5 and generally along a wire fence North 64 degrees 40 minutes 34 seconds West a distance of 252.00 feet to the southwest corner of said Lot 5 on the easterly bounds of land of James W. Evans, Liber 440, Page 1073, on the common line of Lots 107 and 108 of Great Lot 25 a point in the center of said wall, said last mentioned course of North 64 degrees 40 minutes 34 seconds West at a distance of 251.03 feet passes through a found iron bolt in the east side of said stone wall; thence along

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said land of Evans and partly along said stone wall North 28 degrees 09 minutes 43 seconds East a distance of 704.65 feet to the north corner of said Lot 5 the northeast corner of said Evans the westerly corner of Lot 4 as on the abovementioned subdivision map marked by a found number 3 re-bar at the end of said stone wall; thence along said Lot 4 and along land of Jadwiga Halicka, Liber 656, Page 318, land of Dominic J. Manzella, Liber 618, Page 102, land of Fred M. DelGaudio, Liber 638, Page 184, land of Francesco Bonavita, Liber 658, Page 270, and partly along land of Thomas Caterino, Liber 480, Page 536A, the following three (3) courses and distances: 1) along a wire fence North 28 degrees 09 minutes 43 seconds East a distance of 158.77 feet to a found number 5 re-bar, 2) leaving said common bounds of Lots 107 and 108 of Great Lot 25 North 73 degrees 16 minutes 28 seconds East a distance of 396.17 feet to a found number 5 re-bar, said last mentioned course of North 73 degrees 16 minutes 28 seconds East at a distance of 296.27 feet passes through a found number 5 re-bar and 3) partly along a wire fence South 61 degrees 47 minutes 32 seconds East a distance of 257.30 feet to a set Bathey survey marker a westerly corner of said Lot 3, said last mentioned course of South 61 degrees 47 minutes 32 seconds East at a distance of 163.29 feet passes through a found number 5 re-bar; thence along said Lot 3 along the aforementioned land of Caterino the following two (2) courses and distances: 1) continuing along said wire fence South 61 degrees 47 minutes 32 seconds East a distance of 44.22 feet to a 20 inch maple tree at the corner of said wire fence and 2) North 31 degrees 40 minutes 05 seconds East a distance of 197.65 feet to the northerly corner of said Lot 3 the southwest corner of the aforementioned Lot 1; thence along said Lot 1 and along the aforementioned land of Caterino and land of the aforementioned Farrell the following two (2) courses and distances: 1) North 31 degrees 40 minutes 05 seconds East a distance of 396.35 feet to a set Bathey survey marker and 2) North 29 degrees 19 minutes 55 seconds West a distance of 198.00 feet the Point of Beginning, said last mentioned course of North 29 degrees 19 minutes 55 seconds West at a distance of 173.00 feet passes through a set Bathey survey marker.

CONTAINING One hundred thirty-seven and eight hundred seventy-two thousandths (137.872) acres.

BEARINGS are with reference to Grid North New York State East Zone.

R+R:

ANTHONY C. BUCCA
ATTORNEY AT LAW
237 MAIN STREET - P. O. BOX 907
TANNERSVILLE, NEW YORK 12485

Greene County, ss
Recorded on the 16th day
of April, 1991 at 4:07
o'clock P.M., in Liber 750
of Deeds at page 622
indexed and examined.
L. W. C. O'Neil Clerk

KNOW ALL MEN BY THESE PRESENTS, which are intended to constitute a GENERAL POWER OF ATTORNEY pursuant to Article 5, Title 15 of the New York General Obligations Law:

That I, VITA RODIO
residing at 7 Norden Street, Staten Island, New York 10304
do hereby appoint CARMELO RODIO
residing at 7 Norden Street, Staten Island, New York 10304
my attorney(s)-in-fact TO ACT

In my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Title 15 of Article 5 of the New York General Obligations law to the extent that I am permitted by law to act through an agent:

To strike out any subdivision the principal must draw a line through the text of that subdivision AND write his initials in the box opposite.

- | | |
|---|--------|
| (A) real estate transactions; | [] |
| (B) chattel and good transactions; | [U.R.] |
| (C) bond, share and commodity transactions; | [U.R.] |
| (D) banking transactions; | [U.R.] |
| (E) business operating transactions; | [U.R.] |
| (F) insurance transactions; | [U.R.] |
| (G) estate transactions; | [U.R.] |
| (H) claims and litigation; | [U.R.] |
| (I) personal relationships and affairs; | [U.R.] |
| (J) benefits from military service; | [U.R.] |
| (L) full and unqualified authority to my attorneys(s)-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select; | [] |
| (M) all other matters; | [] |

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge or such revocation or termination shall have been received by such third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third part from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

The powers granted under (A) or (B) above are enlarged so that all fixtures and articles of personal property which at the time of such transaction are or which may thereafter be attached to or used in connection with the real property may be included in the deeds, mortgages, agreements and any other instruments to be executed and delivered in connection with real estate transactions and which may be described in said instruments with more particularity.

I will not question the sufficiency of any instrument executed by my said attorney(s)-in-fact pursuant to this power notwithstanding that the instrument fails to recite the consideration therefor or recites merely a nominal consideration; any person dealing with the subject matter of such instrument may do so as if full consideration therefor had been expressed therein.

This power of attorney shall not be affected by the subsequent disability or incompetence of the principal.

IN WITNESS WHEREOF I have hereunto signed my name and affixed my seal this 17th day of March, 1991.

Vita Rodio
VITA RODIO

State of New York
County of GREENE ss:

On the 17th day of March, 1991, before me personally came VITA RODIO to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that (s)he executed the same.

Greg D. Lubow
Notary Public

GREG D. LUBOW
Notary Public, State of New York
Qualified in Greene County
No. 4859886
Commission Expires October 31, 1991

RECORD AND RETURN TO:
Greg D. Lubow, Esq.
Box 839
Tannersville, NY 12485

Greene County, as
Recorded on the 16th day
of APR 19 91 at 4:07 PM
o'clock P. M., in Liber 750
of Deeds at page 44
indexed and examined.

Lucas C. O'Neil
Clerk

THIS INDENTURE made this 18th day of March, Nineteen Hundred and Ninety-one

BETWEEN MIDDLETOWN REALTY CORPORATION, a business corporation organized and existing under the laws of the State of New York with its principal place of business at Dale Lane Road, Elka Park New York 12427, party of the first part, and

CARMELO RODIO and VITA RODIO, residing at 7 Norden Street, Staten Island, New York, 10304, party of the second part

WITNESSETH, that the party of the first part, in consideration of Ten Dollars (\$10.00), lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL THAT PIECE OR PARCEL OF LAND SITUATE LYING AND BEING in the Town of Hunter, County of Greene, State of New York and being Lot 12 as shown and depicted on a map entitled "Map of a Survey of Subdivision of Lands of Middletown Realty Corporation" by West and Brooks, which map is dated September 29, 1988 and was filed in the Office of the County of Greene in Map Drawer 211, Map No. 102 on October 4, 1988. A revised copy of such map was filed in the Office of the Clerk of the County of Greene on October 20, 1989 in Map Drawer 213 as Map 92.

Subject to and together with the benefits of the Declaration of Protective Covenants, Easements and Restrictions and Road Maintenance Of Middletown Realty Corporation dated October 7, 1989, which Declaration was recorded in the Office of the Clerk of the County of Greene on the eleventh day of October, 1989 in Liber 714 of Deeds at page 62, and is intended to be re-recorded in said office immediately prior to the recording of this deed. Being a portion of the premises conveyed to the party of the first part by Israel Slutzky and Orville A. Slutzky by deed recorded on the second day of November, 1980 in Liber 506 of Deeds at Page 687 in the Office of the Clerk of the County of Greene. Reference is also made to a correction deed to such premises dated September 26, 1989, which deed was recorded on the eleventh day of October, 1989 in the Greene County Clerk's Office.

The premises conveyed hereby do not constitute all or substantially all of the assets of the grantor.

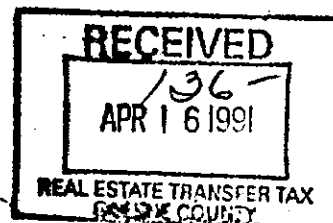
TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any street and roads abutting the above-described premises to the center lines thereof,

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

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

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

1792



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

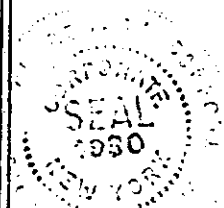
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

In presence of

MIDDLETOWN REALTY CORPORATION

By: Rosario Tsilimparis
Rosario Tsilimparis
Secretary



STATE OF NEW YORK

ss:

COUNTY OF GREENE

On the 18th day of March, 1991, before me personally came ROSARIO TSILIMPARIS, to me known, who, being by me duly sworn, did depose and say that she resides at Tannersville, New York; that she is the Secretary of Middletown Realty Corporation, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that she signed her name thereto by like order.

Anthony C. Bucca
Notary Public

ANTHONY C. BUCCA
Notary Public, State of New York
No. 5502635
Qualified in Greene County 92
Commission Expires June 30, 1992

Record & Return to:
GREG D. LUBOW, ESQ.
P. O. Box 839
Tannersville, NY 12485

APR 16 11 07 PM '91
THE CLERK'S OFFICE
TANNERSVILLE, N.Y.

Greene County, as
Recorded on the 16th day
of APR 19 91 at 4:17
o'clock P. M., in Liber 750
of Deeds at page 46
Indexed and examined.

Anthony C. Bucca Clerk

ANTHONY C. BUCCA
ATTORNEY AT LAW
237 MAIN STREET

TANNERSVILLE, NEW YORK 12485