

CONDOMINIUM UNIT DEED

TO ALL WHOM THESE PRESENTS MAY COME:

WHEREAS, FOX HOLLOW CONDOMINIUM (the "Project") is a condominium project organized pursuant to the Condominium Ownership Act of Vermont (Vermont Statutes Annotated, as amended, Chapter 15, Title 27, §1301 et seq.) (the "Act"); and

WHEREAS, the Declaration and Exhibits establishing the Project are dated July 8, 1985, and recorded in the Mendon Land Records in Book 31 at Page 84-111 (the "Declaration") the First Amendment to the Declaration is dated November 12, 1985, and recorded in the Mendon Land Records in Book 32 at Page 36-40, the Second Amendment to the Declaration is dated October 31, 1986, and recorded in the Mendon Land Records in Book 34 at Page 208-211, the Third Amendment to the Declaration is dated September 15, 1987, and recorded in the Mendon Land Records in Book 36 at Page 441-444, and the Fourth Amendment to the Declaration is dated March 13, 1990, and recorded in the Mendon Land Records in Book 41 at Pages 254-256; and

WHEREAS, the description of the land on which the Project is located is recorded as Schedule "A" to the Declaration and the address of the property is U.S. Route #4, Mendon, Vermont; and

WHEREAS, the use for which the Condominium Unit is intended is residential condominium and the restrictions on its use are more fully set forth in the Declaration and;

WHEREAS, the percentage of undivided interest appertaining to the Condominium Unit in the common areas and facilities is 2.925 percent as set forth in Schedule "B" to the Fourth Amendment to the Declaration; and

WHEREAS, the site plan as prepared and revised by Lineworks Architects of Manchester/Bondville, Vermont, is dated March 5, 1985, and is on file in the Mendon Land Records in Map File 1 at Drawer 2; and also in Map Book 2 at Page 31 as Sheet A-1; and

WHEREAS, the floor plan set forth in Sheets A-5, A-6, and A-7 of the above mentioned plans are dated March 5, 1985, and are now on file with the Mendon Town Clerk in Map Book 2 at Pages 28, 29, and 30; and

WHEREAS, MIASUPRA CORPORATION, (the "Grantor"), whose mailing address is RR#1, Box 93A, Rochester, Vermont 05767, is the Owner of the Condominium Unit, being Number 1 in Building A in the Project and desires to convey the Condominium to Thomas J. Carlucci and Lisa J. Carlucci, husband and wife as tenants by the entirety whose mailing address is RD #1, Box 375A, Mandy Lane, Mahopac, New York 10541 (the "Grantee"); and

WHEREAS, the masculine singular pronouns used throughout this document shall be read as the masculine, feminine, or neuter form

of pronoun (in singular or plural) as the context shall require; the word "heirs" shall be read as "successors" in reference to any grantor or grantee except an individual acting in an individual capacity; and all terms not otherwise defined herein shall have the same meaning as set forth in the Declaration.

RESERVING, however, to the Grantor, its successors and assigns, assignees, successors in title, and lessees the following:

1. Nonexclusive perpetual easements and rights of way, in common with others, for access, ingress and egress, on foot or by vehicle of any kind, and for all purposes, on, over, and along portions of the property herein conveyed to the Grantee, said property being more fully shown as the roads, parking areas, and driveways on that certain As Built Survey Plat prepared by Bruno Associates, Inc., P.C., dated March 5, 1990, and is on file at the Mendon Town Clerk's Office;
2. Nonexclusive perpetual easements and rights of way for the installation, maintenance, and use of water, sewer, gas, electrical, drainage, cable television and telephone lines, and facilities on, over, and along the property herein conveyed to the Grantee, provided, however, the location of such easements and rights of way shall not materially interfere with the Grantee's use of the property herein conveyed; and
3. Nonexclusive perpetual easements and rights of way to connect with and make use of, and the right, but not the obligation, to maintain, repair, and replace all utility lines, pipes, conduits, and facilities in connection therewith located on the property herein conveyed to the Grantee.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Grantor, in consideration of One Hundred Seventy-Two Thousand and 00/100ths Dollars (\$172,000.00), paid to the Grantor's full satisfaction by the Grantee, by these presents does freely GIVE, GRANT, SELL, CONVEY, AND CONFIRM unto the Grantees and their heirs and assigns forever, the Condominium Unit, being Condominium Unit Number 1 in Building Number A, of Fox Hollow Condominium located in the Town of Mendon, County of Rutland, State of Vermont, together with its 2.925 percent undivided interest in and to the common elements, limited common elements and facilities (which may be revised in accordance with the Declaration of Condominium) all as established under that certain Declaration of Condominium made by Miasupra Corporation, dated July 8, 1985, and recorded in the Mendon Land Records in Book 31 at Pages 84-111, the First Amendment to the Declaration is dated November 12, 1985, and recorded in the Mendon Land Records in Book 32 at Page 36-40, the Second Amendment to the Declaration is dated October 31, 1986, and recorded in the Mendon Land Records in Book 34 at Page 208-211, the Third Amendment to the Declaration is dated September 15, 1987, and recorded in the Mendon Land Records in Book 36 at Page

(continued-Miasupra Corp. to Carlucci, Thomas J. & Lisa J.)

441-444, and the Fourth Amendment to the Declaration is dated March 13, 1990, and recorded in the Mendon Land Records in Book 41 at Pages 254-256.

For purposes hereof, "Unit Estate" means all the components of ownership held by the owner in and to the unit, the rights of use of the limited common area and the undivided interest in the common area and limited common area, together with the rights and obligations of the owner under the Declaration of Condominium, the documents of Incorporation of the Condominium Owners' Association and the Bylaws, Rules and Regulations of the Condominium Owners' Association.

This conveyance is made subject to the following:

- (1) Real estate taxes for the current year and all future years;
- (2) Conditions, restrictions, reservations, limitations and easements of record;
- (3) The Declaration and any amendments thereto and their allied instruments; including all benefits and obligations of ownership of an Condominium Unit in the Project as provided in the Act and the Declaration and Exhibits attached thereto; and
- (4) Applicable governmental regulations, including zoning laws, as may be imposed upon the Project from time to time.

TOGETHER WITH the rights, members, hereditaments and appurtenances to the Condominium Unit belonging or in any way incident or appertaining thereto;

IN ACCEPTING THIS DEED, the Grantee herein expressly acknowledges and agrees that:

- (1) This conveyance is subject in every respect to the Declaration and Exhibits attached thereto, as amended from time to time.
- (2) The Grantee shall be bound by all terms and conditions of the Declaration and Exhibits, as amended, in particular obligations to pay Assessments levied against the Grantee and the above described Condominium Unit from time to time by the Condominium Owners' Association (COA).
- (3) The Directors of the COA, and each of them, are appointed his due and lawful attorneys-in-fact, with full power of substitution, for purposes of negotiating, settling and otherwise dealing in all respects with (i) all insurers of the Project in the event of damage, destruction or other casualty; and (ii) any condemning authority in the event of any taking under a power of condemnation or eminent domain; all as more fully provided in the Declaration.
- (4) The Declarant, its successors and assigns, is appointed its due and lawful attorney-in-fact, with full power or substitution.

tion to execute all documents reasonably required to expand the Project and alter the Percentage Interest appurtenant to the Unit conveyed hereby in connection with the Expansion of the Project as provided in Section 17 of the Declaration.

Being a portion of those lands and premises conveyed to Miasupra Corporation by Edward J. Berry and Florence Berry by warranty deed dated July 19, 1979, and recorded in Book 25, Page 291 of the Mendon Land Records.

The Grantee consents to the amendment of the Declaration from time to time in connection with the expansion of the Project as provided in the Declaration.

TO HAVE AND TO HOLD said granted premises, with all privileges and appurtenances thereof, to said Grantees, their heirs and assigns, for their own use and behoof forever; and subject to the conditions and reservations set forth hereinabove, Grantor, for itself and its heirs, executors and administrators, does covenant with the said Grantee, his heirs and assigns, that until the ensembling of these presents, Grantor is the sole owner of the premises, and has good right and title to convey the same in the manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as aforesaid.

Grantor hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever.

IN WITNESS WHEREOF, The Grantor hereunto sets his hand and seal this 23 day of March, A.D. 1990.

IN PRESENCE OF:

GRANTOR: MIASUPRA CORPORATION

Henri G. Marquis  
Witness

Carle M. J. Smith  
Duly Authorized Agent

[Signature]  
Witness

ACCEPTED this 23 day of March, A.D. 1990.

IN PRESENCE OF:

GRANTEE:

[Signature]  
Witness  
[Signature]  
Witness

Thomas J. Carlucci  
Lisa J. Carlucci

(continued-Miasupra Corp. to Carlucci, Thomas J. & Lisa J.)

STATE OF VERMONT  
COUNTY OF WINDSOR

At Hartford in said County this 23<sup>rd</sup> day of March A.D. 1990, personally appeared EARLE M. SIMPSON, JR., Duly Authorized Agent of MIASUPRA CORPORATION and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of MIASUPRA CORPORATION.

Before me:  
*Nelly P. Whinston*  
Notary Public  
My Commission Expires: 2/10/91

STATE OF VERMONT  
COUNTY OF RUTLAND

At RUTLAND in said County this 23 day of March A.D. 1990, personally appeared THOMAS J. CARLUCCI and LISA J. CARLUCCI and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me:  
*John W. Long*  
Notary Public  
My Commission Expires: 2/10/91

MENDON, VT. TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD  
March 26 A.D. 1990  
at 2 o'clock 30 minutes P.M.  
and recorded in Mendon  
Vol. 41 Page 221-225 of Land Records  
Attest Helen J. Lawrence Clerk

Acknowledgement  
Returned For Record  
(Including certificate of recording, Act 250  
disclosure etc. when fees are paid)  
Signed Helen J. Lawrence Clerk  
Date March 26, 1990