DEED TO THE SILO RIDGE HOMEOWNERS ASSOCIATION, INC.

THIS INDENTURE, made the day of , 20____, between _______, a New York limited liability company, having its office at 5021 Route 44, Amenia, New York 12501, Party of the First Part, and **SILO RIDGE HOMEOWNERS ASSOCIATION, INC.**, A Not-For-Profit Corporation, having an office at 5021 Route 44, Amenia, New York 12501, Party of the Second Part,

WITNESSETH:

THAT the Party of the First Part, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Association, does hereby grant and release unto the Association forever,

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, situate, lying and being located in the Town of Amenia, Dutchess County and State of New York, more particularly described in Schedule A attached hereto and made a part hereof.

SUBJECT to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens and By-Laws of SILO RIDGE HOMEOWNERS ASSOCIATION, INC. which Declaration is to be or has been recorded in the Office of the Clerk of Dutchess County, and that said Party of the Second Part will, if requested, execute, acknowledge and deliver, without charge, a deed or deeds reconveying to said Party of the First Part or to an Owner (as defined in said Declaration) any land theretofore conveyed to said Party of the Second Part, so that a revision or correction deed or deeds conforming to an amended Site Plan or amended legal description of the land may be delivered.

SUBJECT to Covenants, Restrictions, Reservations and Easements of record.

SUBJECT to the Silo Ridge Resort Community Conservation Easement dated_____, 20__ and recorded in the Office of the Clerk of Dutchess County on the _____ day of_____, 20__, in Liber _____ of Conveyances at page _____.

TOGETHER with the appurtenances and all the estate and right of the Party of the First Part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the Association, its successors and assigns 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.

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" whichever the sense of this indenture so requires.

The words "Party of the First Part" and "grantor" and "Party of the Second Part" and "grantee" and "Association" shall be construed to include their respective grantees, heirs, executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Party of the First Part has duly executed this deed the day and year first above written.

[Party of the First Part]

By: _____

STATE OF NEW YORK)

COUNTY OF DUTCHESS)

On the day of in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public