

WARRANTY DEED**KNOW ALL MEN BY THESE PRESENTS:**

THAT WE, SCOTT ST. GEORGE, of Loudonville, in the County of Albany, and State of New York, COLLEEN JANK, of Boston, in the County of Suffolk, and State of Massachusetts, and PAUL SACHS, of Woodbridge, in the County of New Haven, and State of Connecticut, Grantors, in consideration of the sum of One Dollar and Other Good and Valuable Consideration paid to our full satisfaction by KAREN A. THEEL, of New Fairfield, in the County of Fairfield, and State of Connecticut, Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, KAREN A. THEEL, and her heirs and assigns forever, a certain piece of land in Killington (formerly Sherburne), in the County of Rutland, and State of Vermont, described as follows:

Being all and the same lands and premises conveyed to Paul Sachs, Scott St. George, and Colleen Jank, as joint tenants with right of survivorship, by Warranty Deed of Edward J. Ranney, Jr., dated September 24, 1999, and recorded in Book 184, Page 106 of the Sherburne Land Records, and more particularly described as follows:

Being all and the same lands and premises conveyed to Edward J. Ranney, Jr., by Warranty Deed of Calvin S. Miller and Judith A. Meagher, husband and wife, dated July 12, 1996, and recorded July 16, 1996, in the Town of Killington Land Records, in Book 153 at Page 40, and more particularly described as follows:

Being all and the same lands and premises conveyed to Calvin S. Miller and Judith A. Meagher, husband and wife, by Warranty Deed of Judith A. Meagher and Calvin S. Miller dated July 25, 1986, and recorded in Book 88 at Page 521 of the Sherburne Land Records, and therein more particularly described as follows:

Being all and the same lands and premises conveyed to Judith A. Meagher and Calvin S. Miller by Warranty Deed of David Howe and Ann A. Howe, husband and wife, dated December 7, 1979, which is recorded in Book 45 at Page 441 of the Land Records of the Town of Sherburne, and therein more particularly described as follows:

Being all and the same lands and premises conveyed to David Howe and Ann A. Howe by deed of Barbara J. Tanis dated May 11, 1979, and recorded in Book 43, Page 348 of the Town of Sherburne Land Records; said lands and premises more particularly described in said deed as follows:

Being all and the same lands and premises conveyed to Barbara J. Tanis by Thomas W. Costello, deed dated October 25, 1974, and recorded in Book 32, Page 538 of the Sherburne Land Records, and further described as follows:

Being the parcel of land designed "Parcel TN" on a plan entitled 'Parcels TN and TS' drawn by Martin S. Hanley and dated June 1974, recorded in Map Book 2, Page 19 of the Sherburne Land Records, and further described as follows:

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Beginning at a painted iron pipe numbered 118, said iron pipe marking the northeast corner of Lot #14 and the southeast corner of Lot #13 of Floral Park; thence along the easterly boundary of said Lot #14 S 17°43' E two hundred forty-one and fifty-two hundredths (241.52) feet to a painted iron pipe numbered 301; thence No. 76°32'28" E two hundred seventy-one and forty-four hundredths (271.44) feet to a painted iron pipe numbered 208; thence along a fence line according to the following courses and distances: N 54°30'24" W one hundred twenty-two and fifty-five hundredths (122.55) feet to an iron pin; N 54°15'51" W two hundred twenty-three and twenty-three hundredths (223.23) feet to a painted iron pipe numbered 301; thence S 57°59' W sixty-five and seventy-six hundredths (65.76) feet to an iron pipe numbered 118, which iron pipe marks the point and place of beginning.

Together with a right of way for access to Floral Drive, so-called, together with others, over a strip of land twenty-nine feet wide, more or less, indicated on the said Hanley plan and further described as follows:

Beginning at a painted iron pipe numbered 116, which iron pipe marks the northeast corner of land now or formerly designated Lot #15 of Floral Park and the southeast corner of Lot #14; thence in the northerly boundary of said Lot #15 S 73°06' W one hundred three and fifty-eight hundredths (103.58) feet to a painted iron pipe numbered 308; thence S 85°34'20" W one hundred nine and fifty-seven hundredths (109.57) feet to a painted iron pipe numbered 307; thence N 69°33'20" W 43.34 feet to a painted iron pipe numbered 306, which iron pipe is in the easterly boundary of said Floral Drive; thence N 07°09' E twenty-nine and eight tenths (29.8) feet to a marble post lettered 'K'; thence to the southwest corner of lands designated 'Parcel TN', which corner is marked by a painted iron pipe numbered 301, according to the following courses and distances: S 69°33'20" E forty-three and eight tenths (43.8) feet to a painted iron pipe numbered 305; N 85°34'20" E one hundred (100) feet to a painted iron pipe numbered 304; N 73°06' E one hundred (100) feet to a painted iron pipe numbered 301; thence N 76°32'28" E ninety-one and sixteen hundredths (91.16) feet to a painted iron pipe numbered 303; thence S 31°32'28" W forty-one and one hundredths (41.01) feet to a painted iron pipe numbered 302; thence S 76°32'28" W sixty (60) feet to the painted iron pipe numbered 116, which pipe marks the point and place of beginning.

This easement is to run with the land and to run with the land also is the duty hereby specifically assumed by the grantee herein, Barbara J. Tanis, her heirs and assigns, to pay a share of the cost of maintaining and repairing said right of way, said share being one (1) over the number of users of said right of way (intending user to mean owners of Lots TS and TN only) for that portion of said right of way which portion extends northeasterly from the painted iron pipes numbered 304 and 308 to the painted iron pipe numbered 303, its most northeasterly extension as shown on the aforesaid plan, and said share being one (1) over the number of users of said right of way (intending users to be owners of Lots TX, TN, and 14 only), for that portion of said right of way which portion extends easterly from Floral Drive to the painted iron pipes numbered 304 and 308 as shown on the aforesaid plan. Said duty shall consist of insuring that said right of way is and remains in good condition for vehicular traffic.

This conveyance is subject to the rights of the owners of Lot #14 and Parcel TS to take water from the well in the herein conveyed parcel as shown on the aforesaid plan and to lay, repair, maintain and replace pipes across the herein conveyed parcel for the conveyance of said water to said Lot and said Parcel, for as long as said water is used for the benefit of said Lot and said Parcel. The grantee herein, Barbara J. Tanis, hereby assumes for herself, her heirs and assigns, the duty to pay a proportionate share of the cost of maintaining and operating said well, said proportion being a fraction equal to one (1) over the number of users of said well, as long as the said well is used for the benefit of the herein conveyed parcel.

The herein conveyed parcel is benefited by a utility easement dated September 15, 1971, and recorded in Book 26 at Page 445 of the Land Records of the Town of Sherburne, of the Central Vermont Public Service Corporation permitting the construction and maintenance of an aerial power line along the northeastern edge of Lot #19 so as to serve the herein conveyed land from the existing pole on the easternmost corner of Lot #19 without the utilization of underground cable.

The herein conveyed parcel is also subject to the following restrictions, covenants and reservations:

A. LAND USE:

1. Residential: Said lot shall be known, considered and used as a residential building lot. No structure shall be erected, altered, placed, permitted to remain on said lot other than one residential dwelling house, a private garage for not more than three cars, and other outbuildings incidental to residential use of the premises. All the buildings on said lot shall be of compatible exterior architecture and finish.

2. Non-commercial: The lands herein conveyed shall not be used for any commercial purpose whatsoever, except as stated in this paragraph. Rooms or dwelling units may be rented to skiers or tourists, but no guest or lessee can absolve a homeowner of his responsibilities under this covenant. A professional person, but not a business person, may maintain a public office in his home, for the practice of his profession.

3. Signs: No sign exceeding two square feet in area shall be displayed to the public view, nor shall any sign feature neon or blinking lights.

4. Unhabitable Structures: no temporary structure, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used for human habitation temporarily or permanently.

5. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on said lot, except that dogs, cats, or other domestic household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

6. Digging and Drilling Operations: Oil or gas drilling, fill or sand or gravel or topsoil removing, mining, quarrying or chemical or mineral extracting operations shall not be permitted upon or in said lot.

7. Nuisances: No noxious or offensive trade or activity shall be carried on upon the building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. A nuisance shall be said to exist if ever the lot is occupied overnight by more than twenty people, or more than twelve people per family dwelling unit thereon, or more people than four times the number of bedrooms thereon. Garbage, trash, and other rubbish shall be kept in clean containers, screened from public view. No inoperable car, truck or other vehicle or major part thereof shall be allowed to remain on the lot for over thirty days, unless enclosed in a garage.

B. CONSTRUCTION OF BUILDINGS:

1. Location: No building shall be located less than twenty-five feet from any lot line.

2. Sizes: The residential structure on each lot shall contain habitable floor area, exclusive of cellars, porches and garages, of at least 1000 square feet in the case of a one-story structure, or at least 1200 square feet in the case of a one and one-half, two, or two and one-half story structure. No structure on the premises

may exceed two and one-half stories in height, or have an average height (the distance from the highest peak to the average point where the foundation meets the ground) of twenty-eight feet.

3. Design: The residential dwelling house on said lot shall have a maximum of two kitchens and shall be designed for use, and used by not more than two families. All portions of the house shall be accessible from within. If a house is designed to contain two family dwelling units, they shall occupy separate floors, rather than being side by side.

C. THE GROUNDS:

1. Landscaping: Within eighteen months of the commencement of construction on any building or facility, the surrounding grounds disturbed by that construction must be repaired and restored to an attractive state. This involves removing downed trees and excess building materials, grading banks to a stable pitch, seeding raw earth areas or mulching them with pine needles, and possibly planting shrubs around foundations, etc'.

2. Parking Areas: Adequate space shall be provided for the parking of all cars outside the right of way limits of the right of way; said lot's parking area shall be large enough to provide at least one such car space (200 square feet) for each bedroom built on the lot.

D. GENERAL PROVISIONS:

1. Term: These covenants are to run with the land and shall be binding on the grantee, Barbara J. Tanis, and all parties claiming under her, until such time as the record title holders of Lot #14, Floral Park Development, conveyed by deed of even date to Barbara J. Tanis, and of Parcel TS, conveyed by deed of even date to Barbara J. Tanis and of the herein conveyed parcel agree to change or amend these covenants and said agreement is recorded in the Town Clerk's office of the Town of Sherburne.

2. Enforcement: These covenants are hereby deemed to be for the benefit of the said Lot #14, the said Parcel TS and the herein conveyed parcel and they shall be enforceable by the record title holder of the said Lot #14, the said Parcel TS and the therein conveyed parcel.

3. Severability: Invalidation of any one of these Covenants or any part thereof by judgments or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, KAREN A. THEEL, and her heirs and assigns, to their own use and behoof forever; and we the said Grantors, SCOTT ST. GEORGE, COLLEEN JANK, and PAUL SACHS, for ourselves and our heirs, executors and administrators, do covenant with the said Grantee, KAREN A. THEEL, and her heirs and assigns, that until the ensealing of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are **Free from every encumbrance**, except as aforesaid; and we hereby engage to **Warrant and Defend** the same against all lawful

claims whatsoever, except as aforesaid.

IN WITNESS WHEREOF, WE have hereunto set our hands and seals this 10 day of May, 2004.

In the Presence Of:

Witness	<u>[Signature]</u>	} <u>By: John M. Lorentz, his Attorney-in-Fact</u> SCOTT ST. GEORGE
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Witness	<u>[Signature]</u>	} <u>By: John M. Lorentz, her Attorney-in-Fact</u> COLLEEN JANK
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Witness	<u>[Signature]</u>	} <u>By: John M. Lorentz, his Attorney-in-Fact</u> PAUL SACHS
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STATE OF _____]
 COUNTY OF _____] ss.

At Rutland, this 10th day of May, 2004, John M. Lorentz, Attorney-in-Fact for SCOTT ST. GEORGE, COLLEEN JANK, and PAUL SACHS, personally appeared and acknowledged this instrument by him sealed and subscribed, to be his free act and deed and the free act and deed of Scott St. George, Colleen Jank, and Paul Sachs.

Before me,

[Signature]
 Notary Public

Vermont Property Transfer Tax
 32 V.S.A. Chap. 231
- ACKNOWLEDGMENT -
 Return No. 038 04
 Signed [Signature] Clerk
 Date 5-14-04

JOHN M. LORENTZ, RC.
 ATTORNEYS AT LAW
 P.O. BOX 103
 KILLINGTON, VT. 05751

Received for record May 14 A.D., 2004 at 9:00 a.m.
 Attest: [Signature] Killington Town Clerk