

KNOW ALL MEN BY THESE PRESENTS THAT WE, PAUL W. BOHNE, III and NANCY S. BOHNE, of Bennington, County of Bennington, State of Vermont, Grantors, in the consideration of One Dollar and other good and valuable consideration paid to our full satisfaction by HILDE LIU, Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY, and CONFIRM unto the said Grantee, HILDE LIU, and to her heirs and assigns forever, a certain piece of land in Bennington in the County of Bennington and State of Vermont, described as follows, viz:

It being the so-called "Orchard Lot" located in the Apple Hill Development, and containing 2.47 acres of land, be the same more or less. Said property is more particularly described as follows:

Beginning at an iron pipe marking the southwesterly corner of Lot #31 in the Apple Hill Development, said pipe also marking the southeasterly corner of the within conveyed premises; thence turning and running north 17° 40' east a distance of 275.32 feet to an iron pipe marking the northeasterly corner of the within conveyed premises; thence turning and running north 80° 25' west along the southerly boundaries of Lots #32 and #34 a distance of 392.25 feet to an iron pipe marking the northwesterly corner of the within conveyed premises and the northeasterly corner of Lot #35; thence turning and running south 16° 50' west along the easterly boundaries of Lots #35 and #36 a distance of 279.42 feet to a point marked by an iron pipe at the southwesterly corner of the within conveyed premises; thence turning and running in a general easterly direction through lands of grantors herein a distance of 389 feet, more or less, to the point and place of beginning.

The above description is taken from a certain survey map entitled "Apple Hill Development - Orchard Lot, owner-developer Paul and Nancy Bohne, III, Bennington, Vermont, Office of Gerald E. Morrissey, Inc., Bennington, Vermont, scale as noted July, 1988, revised August, 1988."

20' wide
Included herein is a right of way, in common with grantors, their heirs, successors and assigns, for all purposes of ingress and egress to the subject premises over an existing roadway running in a westerly direction from the westerly terminus of Apple Hill Road to the within conveyed premises.
*Grantors and grantees shall share in the maintenance of said

*except for snowplowing

right of way.

Also included herein is the right to place underground power lines, telephone lines, and cable television lines under the existing roadway leading to the subject premises. Grantee agrees to utilize this easement for underground power lines, telephone lines, and cable television lines, only in the event that she is unable to obtain similar suitable easement rights in an alternative manner.

The above-described lands and premises are conveyed subject to the following private building and zoning restrictions and covenants:

1. The lands hereby conveyed shall not be used for any manufacturing or commercial purposes (other than gardens and horticultural enterprises), public playground, public athletic field, theater or school, nor for any other non-residential purpose whether or not enumerated herein except as herein provided.

2. The lands hereby conveyed may be subdivided into not more than two lots.

3. A business office or professional office or studio of a person residing in the dwelling in which such office or studio is located and incidental to such residence shall be permitted on condition that adequate off-street parking is provided.

4. Except as herein provided, no building shall be erected, altered, placed or permitted to remain on any such lot other than one detached single-family dwelling not to exceed 2 1/2 stories in height and a private garage, greenhouse and a tool or storage house to be used in connection with the maintenance and cultivation of the lands and premises herein conveyed.

5. Except as herein provided, no structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either permanently or temporarily. Nothing herein contained, however, shall be construed to prevent the construction of trellises, arbors, or other structures, whether or not attached to the dwelling, designed for the pleasure of recreation of the owners hereof, nor of private tennis courts, swimming pools, or any other private play area.

6. No building shall be located on any lot nearer to the lot lines than 25 feet, provided, however, that steps, windows, porches, and other similar projections may be within said distances.

7. The minimum living area of any dwelling construction on any lot shall be 1500 square feet exclusive of the basement.

8. No animals or poultry other than household pets kept for non-commercial purposes shall be kept on any of the within-conveyed lands. However, animals other than household pets may be kept and sheltered for non-commercial purposes on the within-conveyed lands so long as they are a part of a total area of adjacent lands of not less than two acres under one ownership, and if such animals or poultry are confined to an area the bounds of which are not less than 75 feet from any lands owned by others.

9. No vehicles or other mechanical equipment or parts shall be kept or stored upon the lands herein conveyed unless the same is kept within a garage or other outbuildings as set forth above, or unless the same is being currently driven or operated by the owner or occupiers of the lands herein conveyed. No noxious or offensive activity shall be carried on upon the premises, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

10. Plans and elevations for any building or structures to be erected on the conveyed premises and showing the proposed location of such premises shall be submitted for approval to Grantors herein, their heirs or assigns, to insure that the style to be used shall be in keeping with that employed by other lots within the Apple Hill Development, so-called. Such approval shall not be unreasonably or arbitrarily withheld.

The lands described above are conveyed subject to the following annual assessment:

The lot described above is subject to an annual charge of Twenty-five Dollars (\$25.00) payable to the Apple Hill Homeowners Development, Incorporated (hereinafter Association) which entitled these Grantees, their heirs and assigns, to full membership in the said Association with the right to enjoy such of the privileges, facilities, properties, improvements, services, and benefits as the Association, its successors and assigns may from time to time provide for the common use and benefit of the members of said Association.

This charge above set forth is subject to such modification as a majority of the Directors may require, provided, however, that no increase above ten per cent (10%) per year of the above-stated sum may be determined without two-thirds (2/3) of the members approving such increase.

Special assessments may be levied on the common membership of this Association only by a vote of two-thirds (2/3) majority of all members of the Association.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee,

HILDE LIU, and to her heirs and assigns, to their own use and behoof forever;

And we, the said Grantors, PAUL W. BOHNE, III and NANCY S. BOHNE, for ourselves and our heirs, executors, and administrators, do covenant with the said Grantee, HILDE LIU, 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 stated herein.

And we do hereby engage to WARRANTY AND DEFEND the same against all lawful claims whatever, subject to any and all easements and rights of way of record.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 7th day of October, 1988 A.D.

IN PRESENCE OF

<u><i>Veter V. Hall</i></u>	} <i>Notary Public</i>	<u><i>Paul W. Bohne III</i></u> L.S.
<u><i>[Signature]</i></u>		
<u><i>Patricia C. Sylvester</i></u>		<u><i>Nancy S. Bohne</i></u> L.S.

STATE OF VERMONT
BENNINGTON COUNTY, SS.

At Bennington this 7th day of October, 1988 A.D. PAUL W. BOHNE, III and NANCY S. BOHNE personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me *[Signature]*
Notary Public

Vermont Property Transfer Tax
32 V.S.A. Chap. 231

-ACKNOWLEDGMENT-
Mortg. Rec'd. - Tax Paid - Board of Health Cert. Rec'd. -
Land Use & Development Plans Act Cert. Rec'd.

Return No. 9904914
Signed *Mary K. [Signature]*, Clerk
Date 10-7-88