

270

Return No. 6-18  
Signed [Signature], Clerk  
Date June 18, 2018

PITTSFIELD TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD  
DATE June 18, 2018 TIME 9am 270  
RECORDED IN BOOK 65 PAGE 270-273  
ATTEST [Signature] TOWN CLERK

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that We, *Steven N. Borgerson and Anne M. Borgerson*, husband and wife, of the Town of Pittsfield, County of Rutland, State of Vermont, **Grantors**, in consideration of the sum of One Dollar and other good and valuable considerations paid to our full satisfaction by *Ray M. Domingus and Amanda M. Domingus*, husband and wife, of the Town of South Royalton, County of Windsor and State of Vermont, **Grantees**, by these presents, do freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said **Grantees**, *Ray M. Domingus and Amanda M. Domingus*, husband and wife, as tenants by the entirety and their heirs and assigns forever, a certain piece of land and premises in the Town of Pittsfield, County of Rutland, State of Vermont, known as 430 Hawk Mountain Road and more particularly described as follows:

Being all the same lands and premises conveyed to *Steven N. Borgerson and Anne M. Borgerson*, husband and wife, by Warranty Deed of *Philip W. Hodge* dated September 2, 1999 and recorded in Book 44 at Page 438 of the Town of Pittsfield Land Records and more particularly described in Schedule A attached hereto and made a part hereof.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said **Grantees**, *Ray M. Domingus and Amanda M. Domingus*, husband and wife, as tenants by the entirety and their heirs and assigns, to their own use and behoof forever; and the said **Grantors**, *Steven N. Borgerson and Anne M. Borgerson*, husband and wife for ourselves and our heirs and assigns, do covenant with the said **Grantees**, *Ray M. Domingus and Amanda M. Domingus*, husband and wife, and their heirs and assigns, that until the enscaling of these presents we are the sole owners of the premises, and have good right and title to convey the same in the manner aforesaid, that it is 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 13<sup>th</sup> day of June 2018.

By Steven N. Borgerson by Daniel W. Ewald his attorney in fact  
Steven N. Borgerson by Daniel W. Ewald  
His Attorney in Fact

By Anne M. Borgerson by Daniel W. Ewald her attorney in fact  
Anne M. Borgerson by Daniel W. Ewald  
Her Attorney in Fact

STATE OF VERMONT  
COUNTY OF RUTLAND, SS

On this 13 day of June 2018, Daniel W. Ewald, Attorney in Fact for *Steven N. Borgerson and Anne M. Borgerson* personally appeared and he acknowledge this instrument by him sealed and subscribed, to be his free act and deed and the free act and deed of *Steven N. Borgerson and Anne M. Borgerson*.

Before Me: *Dhona Hoyle*  
Notary Public

Commission Expires: 02/10/2019

**SCHEDULE A**

Being all and the same lands and premises conveyed to Philip W. Hodge by Warranty Deed of Hazel H. Hodge, dated March 23, 1982 and recorded in the Town of Pittsfield Land Records in Book 29, Pages 221-223 and therein described as follows:

Being all and the same lands and premises conveyed to Philip W. Hodge and Hazel H. Hodge, husband and wife, by Raymond G. Erickson and Carolyn G. Erickson, by deed dated August 6, 1971, recorded in Book 24, Page 23 of the Pittsfield Town Land Records and therein described as follows:

Being Lot #16 on the Hawk Mountain Plan of Lots per survey recorded in the land records of the Town of Pittsfield, Vermont and being more particularly described as follows:

Beginning at an iron pipe which is the northwest corner of Lot #16 and proceeding in an easterly direction on a bearing of North 78° 30' East for a distance of 401 feet; more or less, to an iron pipe; thence in a southerly direction on a bearing of South 16° 30' East for a distance of 159 feet, 1 inch to an iron pipe; thence in a westerly direction along the right of way of Hawk Mountain Road on a bearing of South 64° 40' West for a distance of 332 feet to an iron rod; thence in a northerly direction for a distance of 259 feet, more or less, to a point of beginning.

Being part of the land and premises conveyed to Hugh H. Kopold by deed of John Giorgetti, dated March 20, 1964 and recorded in Book 21 at Page 180 of Pittsfield Land Records, which reference may be had in aid of this description and further conveyed to Hawk Mountain Corporation by deed of Hugh H. Kopold dated January 31, 1966 and recorded in Book 22 at Page 25 of Pittsfield Land Records.

Together with an equity interest in the Cooperative Water System at Hawk Mountain Colony, to be used and enjoyed in common with other residents who are participating owners in said Cooperative Water System.

This conveyance includes the full right of use and enjoyment in common with other participating owners to use water from the Cooperative Water System for normal and domestic household purposes to serve the dwelling house at Lot 16 owned by the Grantees at Hawk Mountain Colony.

Being the same equity interest conveyed to Philip W. Hodge and Hazel H. Hodge, his wife, by deed of Hawk Mountain Corporation dated August 5, 1973 and recorded in Book 24 at Pages 25-26 of the Pittsfield Land Records.

This conveyance is made subject to the following restrictive covenants:

1. Any building additions or new construction on the premises hereby conveyed at any time made by the Grantee is to be subject to the approval of the project architect of said Hawk Mountain Corporation;

2. No house trailers or mobile homes shall be used on the premises hereby conveyed for any purpose whatsoever;
3. There shall be no physical advertising, commercial or otherwise, used upon the premises hereby conveyed;
4. The premises conveyed shall be used for swelling purposes only;
5. Hawk Mountain Corporation, its successors and assigns, has the right of entry upon the premises hereby conveyed, if required, for the purpose of repair and/or replacement and maintenance of any underground water, electrical and other facilities;
6. Hawk Mountain Corporation, its successors and assigns, has the exclusive right to regulate the installation, location and placement of all antennae for the reception of televisions, radio or other electrical transmission, and also the placement of any exterior lighting.

This property is subject to Hawk Mountain Owner's Association By-Laws dated August 21, 1982 and amended August 17, 1996 and recorded in Book 41 at Page 395 of the Pittsfield Land Records. Further subject to Hawk Mountain Owner's Association Protective Guidelines approved August 17, 1985, revised August 17, 1996 and recorded in Book 41, Page 414 of the Pittsfield Land Records.