

**Great Hawk Cooperative Sanitary Sewer System
Connection Policies
Great Hawk Sewer System**

Based on the foregoing and pursuant to its authority to manage and operate the Great Hawk Cooperative Sanitary Sewer System, the Association, through its Board of Directors, has unanimously adopted the following policies to govern existing, pending and future connections by IDP Lots to the Great Hawk System:

1. Great Hawk Lots Subject to These Policies: All Lots in the Great hawk Colony shall be subject to these Policies and to the Governing documents, as hereinafter defined. As the context of these Policies require, certain of these Policies apply and are limited to the IDP Lots, while other Policies apply generally to all Great Hawk Lots and the Great hawk Common Lands, as identified and defined in the Covenants. No Lots shall be connected to the Great Hawk System or the Martin-Tarbett System, or be developed with Individual Wastewater Systems except in accordance with these Policies and the Governing Documents.
2. Access to Great Hawk System: It is the responsibility and authority of the Association under the Governing Documents to operate, manage and administer the Great Hawk Cooperative Sanitary Sewer System for the benefit of the Connected Owners, the IDP Lot Owners who hold Connection Rights, and the Deeded Unconnected Owners, in compliance with the Governing Documents to insure, to the greatest extent reasonably possible, the long term ability of the Great Hawk System to provide wastewater collection, treatment and disposal capacity to the Connected Lot Owners and to those IDP Lots who may connect to the Great Hawk System in the future. The Association reserves the right to limit, restrict or withhold connections to the Great Hawk System, and to adopt, administer and enforce reasonable rules, regulations and policies for access to and use of the Great Hawk System by IDP Lot Owners, to protect and preserve the function, integrity and sustainability of the Great Hawk System.
3. Definitions: In addition to the terms defined in the preceding Background section, the following definitions shall apply to these Policies. In the event of any conflict between the terms used in the Background section and the following definitions, the following definitions shall control for purposes of these Policies:

- 3.1. "Agency" means the Vermont Agency of Natural Resources or any successor state agency or authority that is authorized under Vermont law to regulate and approve community or individual wastewater collection, treatment and disposal systems.
- 3.2. "Approval by Members" or words to that effect shall mean an action by majority vote of the Members at a duly noticed annual or special meeting of the Association.
- 3.3. "Approval by Participating Owners" or words to that effect shall mean an action by majority vote of the Participating Owners at a duly noticed annual or special meeting of the Association.
- 3.4. "Association" means the Great Hawk Owners Association, Inc. acting by and through its Board of Directors, or their agents or employees, pursuant to the Board's authority under the Governing Documents.
- 3.5. "By-Laws" means the Great Hawk Owners' Association Bylaws adopted July 8, 1979, as amended to through November 1997, as may be amended from time to time.
- 3.6. "Building Sewer" means the sewer line, pipes, pumps, valves, tanks and other components of the connection between any individual single family residence constructed on an IDP Lot and the Great Hawk System sewer mains. In the event two or more IDP Lots share a common connection to the Great Hawk System, both the individual and the common portions of the connection shall constitute the Building Sewer for the respective IDP Lots.
- 3.7. "Connected Lot" means an IDP Lot on which is located a single family dwelling that is connected to the Great Hawk System as of the date of these Policies.
- 3.8. "Connected Participating Owner" means a Participating Owner of a Connected Lot.
- 3.9. "Connection" means the written grant or allocation by the Association to an IDP Lot of Disposal Capacity for a single family dwelling.
- 3.10. "Connection Right" means (i) an equitable interest in the Great Hawk Community Wastewater System that was conveyed in an original IDP Lot deed from Great Hawk Corporation or Hawk Mountain Corporation, or (ii) the right to connect to the Great

Hawk System that was created, granted, established or conveyed in an instrument other than the original Lot deed executed by Great Hawk Corporation, Hawk Mountain Corporation or the Association that creates, grants and/or conveys to an IDP Lot Owner an equitable interest in or an express right to connect to the Great Hawk Cooperative Sanitary Sewer System, or (iii) a connection to the Great Hawk System that has been acknowledged, accepted or approved by Great Hawk Corporation, Hawk Mountain Corporation or the Association by a consistent course of dealings between Great Hawk Corporation, Hawk Mountain Corporation or the Association and the Lot Owner, including, without limitation, the assessment and collection of usual and customary sewer charges and fees pursuant to the Sewer Agreement, that confirms that the Lot Owner is a Participating Owner.

- 3.11. “Covenants” means the Great Hawk Declaration of Protective Covenants dated September 26, 1968 and recorded in Book 35, Page 571-5 and to the Addendum to the Protective Covenants dated October 10, 1968 and recorded in Book 35, Page 578 of the Rochester Land Records, as amended by the Declaration of Unified Protective Covenants dated August 28, 1992 and recorded in Book 56, Page 406-17 of the Rochester Land Records, as may be amended from time to time.
- 3.12. “Developed Lot” means a Lot on which is constructed a single family dwelling the wastewater disposal system of which is connected to the Great Hawk System, the Martin-Tarbett System or to an Individual Wastewater System.
- 3.13. “Disposal Capacity” means, depending on the context in which it is used:
- 3.13.1. The capacity, expressed in gallons per day, of Leach Field #1 to dispose of domestic sewage effluent collected in the Great Hawk System as approved in the IDP or in a subsequent amendment to the IDP; or
- 3.13.2. The wastewater disposal capacity required for a residential dwelling on an IDP Lot determined in accordance with the Wastewater Disposal Rules.
- 3.14. “Engineer” shall mean a Vermont licensed professional engineer qualified to design, inspect construction of, and certify compliance of the Building Sewer with the Wastewater Disposal Rules.

- 3.15. “Failed System” means an Individual Wastewater System that has been determined, in the reasonable judgment of the Association, or the ANR or other qualified health official, to meet the definition of a “failed system” under Section 1-201(a)(25) of the State of Vermont Agency of Natural Resources Department of Environmental Conservation Wastewater Management Division Environmental Protection Rules, Chapter 1, Wastewater System and Potable Water Supply Rules, effective September 29, 2007, as amended from time to time.
- 3.16. “Governing Documents” means these Policies, the Sewer Agreement, the Covenants, the By-Laws, the Wastewater Disposal Rules, the Indirect discharge Permit, and such Rules and Regulations as may be adopted by the Associations in accordance with these Policies, as the same may be amended from time to time.
- 3.17. “Great Hawk System” means the currently-constructed portion of the Great Hawk Cooperative Sanitary Sewer System that was originally approved in the IDP and planned and designed to serve the IDP Lots, and includes Leach Field #1 and the sewer mains, lines, manholes, pump stations and all other improvement and appurtenances that are constructed and operated as part of the Great Hawk System. The foregoing notwithstanding, the Great Hawk System excludes individual building sewers that connect the homes constructed on IDP Lots to the sewer mains, and does not include any portion of the Martin-Tarbett System.
- 3.18. “IDP” means the Indirect Discharge Permit issued by the Vermont Agency of Natural Resources dated May 11th, 2007, and any renewal of or amendments to the IDP that is, from time to time, approved by the Agency.
- 3.19. “IDP Lots” means those listed in schedule A of these Policies identified by the Agency under the IDP as lots to be connected to the Great Hawk System when and if the Great Hawk System is built and a single family dwelling is constructed on the Lot.
- 3.20. “Individual Wastewater System” means a wastewater disposal system that is connected to, and provides wastewater disposal capacity and service to, a dwelling constructed on a Great Hawk Lot, or, in the case of a shared Individual Wastewater System, to more than one dwelling on more than one Great Hawk Lot, that subject to the jurisdiction of the Vermont Agency of Natural Resources under Section 1-201(a)(63) of the State of Vermont Agency of Natural Resources Department of

Environmental Conservation Wastewater Management Division Environmental Protection Rules, Chapter 1, Wastewater System and Potable Water Supply Rules, effective September 29, 2007, as amended from time to time and that is not either the Martin-Tarbett System or the Great Hawk System.

- 3.21. “Lot” means an individual building lot in the Great Hawk Colony in Rochester, Vermont as conveyed to a Lot Owner, or the predecessor of a Lot Owner, by Great Hawk Corporation or by Hawk Mountain Corporation, upon which a Lot Owner has constructed or may construct and occupy one single family dwelling, subject to the Governing Documents and such other laws, regulations and rules as may be applicable to construction and occupancy of a single family dwelling.
- 3.22. “Lot Owner” means the owner of record of a Lot at the time of any action, vote or decision regarding such Lot that is provided for in these Policies. In the event a Lot is owned by more than one person, or by a legal entity such as a corporation, partnership, limited liability company or trust, it shall be the responsibility of the Lot Owner to provide to the Association evidence satisfactory to the Association that the person acting on behalf of the co-owner or entity purporting to take such action has the requisite authority to do so.
- 3.23. “Member” or “Members” means a Member or Members of the Great Hawk Owners Association, Inc., as the term “Member” is defined in the Declaration.
- 3.24. “Merged Lot” means two or more contiguous IDP Lots that are owned by the same Lot Owner, for which the Lot Owner has executed and recorded in the Rochester Land Records a quit claim deed or similar instrument that irrevocably combines the Lots into a single Lot and limits development of the Merged Lot to one single family dwelling with appurtenant accessory buildings or structures.
- 3.25. “Non-Participating Lot” means an IDP Lot that does not have a Connection Right.
- 3.26. “Non-Participating Owner” means the owner of a Lot that does not have a Connection Right.
- 3.27. “Participating Owner” means the owner of a Lot that is connected to the Great Hawk System and/or that holds a Connection Right.

- 3.28. “Reserve Capacity” means the remaining wastewater disposal capacity in Leach Field #1 of the Great Hawk System determined by subtracting from the permitted wastewater flow capacity of Leach Field #1 the design wastewater flows of IDP Lots connected to the Great Hawk System determined in accordance with the State of Vermont Agency of Natural Resources Department of Environmental Conservation Wastewater Management Division Environmental Protection Rules, Chapter 1, Wastewater System and Potable Water Supply Rules, effective September 29, 2007, as amended from time to time.
- 3.29. “Sewer Agreement” means the Great Hawk Sanitary Sewer System Agreement dated November 1, 1972 and recorded in Book 38, Page 246 of the Rochester Land Records, as amended from time to time.
- 3.30. “Unconnected Participating Lot” means an IDP Lot that has Connection Rights but that is not connected to the Great Hawk System as of the date of these Policies.
- 3.31. “Wastewater Disposal Rules” means the State of Vermont Agency of Natural Resources Department of Environmental Conservation Wastewater Management Division Environmental Protection Rules, as amended from time to time, and such other rules, regulations, policies and procedures adopted by the Agency to regulate, approve and administer community or individual wastewater collection, treatment and disposal systems.
4. Applicability to Martin-Tarbett System: To the extent these Policies specifically address connection of IDP Lots to the Great Hawk System, they are limited to the Great Hawk System and are not intended to apply to the Martin-Tarbett System. To the extent these Policies specifically address connection of Lots to both the Great Hawk System and the Martin-Tarbett System, they are applicable to both the Great Hawk System and the Martin-Tarbett System. To the extent these Policies apply to all Lots in the Great Hawk Colony, they are applicable to all Lots including, without limitation, those connected to the Great Hawk System and Martin-Tarbett System.
5. Connected Lots: All IDP Lots currently connected to the Great Hawk System are recognized as being lawfully connected to the Great Hawk System and may continue to be connected to and utilize the Great Hawk System, subject to the Governing Documents.

6. **IDP Lots Served by Individual Wastewater Systems:** IDP Lots that are currently served by Individual Wastewater Systems may continue to be served by their Individual Wastewater Systems, subject to the Governing Documents.

7. **IDP Lots With Connection Rights:**
 - 7.1. Great Hawk Lots 85 and 100 have received written approval from the Association for connection to the Great Hawk System but are not currently connected to the Great Hawk System. By virtue of the Association's approval of the connection, Disposal Capacity for one single family dwelling on Lot 85 has been reserved to the owner Lot 85, and Disposal Capacity for one single family dwelling on Lot 100 has been reserved to the owner Lot 100, and the owners of Lots 85 and 100 may each make connection to the Great Hawk System in accordance with Section 7.2 of these Policies.

 - 7.2. Except as otherwise provided in Section 7.3 of these Policies, a Lot Owner who is entitled to connect to the Great Hawk System pursuant to these Policies may apply, in writing, to the Association under this Section 7.2 for permission to connect to the Great Hawk System.
 - 7.2.1. Upon acknowledgement by the Association of receipt of an application under this Section 7.2, and confirmation by the Association that Disposal Capacity is available in the Great Hawk System, the Lot Owner shall provide to the Association plans and specifications for installation of the Building Sewer and connection of the Building Sewer to the Great Hawk System. The plans and specification shall be prepared by an Engineer and shall include a certification by the Engineer that the plans and specification comply with applicable Wastewater Disposal Rules.

 - 7.2.2. Upon approval of the plans and specifications by the Association the Lot Owner shall commence and complete construction of the Building Sewer (including all sitework, grading seeding and mulching) within 60 days following the date of the Association's approval of the plans and specifications.

- 7.2.3. Prior to commencement of construction of the Building Sewer, the Lot Owner shall obtain and provide to the Association all necessary state and local permits and approvals for installation of the Building Sewer.
- 7.2.4. Upon completion of the installation, the Lot Owner shall provide to the Association as-built drawings prepared and certified by an Engineer that the Building Sewer has been installed in accordance with the Wastewater Disposal Rules and the approved plans.
- 7.2.5. All costs and expenses incurred by the Association in reviewing the application for the Building Sewer and the connection shall be borne by the Lot Owner making the application. The Association may, at its discretion require the Lot Owner, as a condition of the Association's approval of the application for connection to the Great Hawk System, post a reasonable payment and performance bond or other similar surety to insure completion of and payment for the Building Sewer and payment of the Association's costs.
- 7.3. Great Hawk Lot 101 holds a Connection Right but is currently utilizing an Individual Wastewater System and is not connected to the Great Hawk System. The owner of Lot 101 has received written approval from the Association for connection to the Great Hawk System and, by virtue of the Association's approval of the connection, Disposal Capacity in the Great Hawk System has been reserved to the owner of Lot 101. In the event of a Failed System on Lot 101, the owner of Lot 101 shall first apply to the Agency for a permit to construct and use a replacement system on Lot 101 in the replacement area approved as part of the Water Supply/Wastewater Disposal Permit issued to the owner of Lot 101 by the Agency. If the replacement system is not approved by the Agency, or, if the replacement system itself becomes a Failed System, the owner of Lot 101 may initiate an application to the Association to connect to the Great Hawk System and utilize such Disposal Capacity in accordance with Section 7.2 of these Policies. In the event Disposal Capacity in the Great Hawk System is not available at the time of such application, the owner of Lot 101 may apply for a Septic System License pursuant to Section 11 of these Policies.
8. Reservation and Allocation of Remaining Reserve Capacity. As of the date of adoption of these Policies, the uncommitted Reserve Capacity of the Great Hawk System is limited to two Connections in addition to those allocated to Connected Participating Owners and to IDP

Lot Owners who currently hold Connection Rights but whose Lots are not currently connected to the Great Hawk System. The Association has made an initial determination to hold the remaining uncommitted Connections (each a "Reserve Connection") as a safety factor to provide protection to the Great Hawk System, however, the Association retains the right and authority, at its sole discretion, to assign the remaining Reserve Connections to Unconnected Participating Owners (in addition to the owners of Lot 85, lot 100 and Lot 101) under the following circumstances:

8.1. One Reserve Connection shall be reserved for Lot 74, in the event the Individual System on Lot 74 becomes a Failed System.

8.1.1. The Lot 74 Owner may initiate an application to the Association under Section 7.2 of these Policies for a approval of a Connection to the Great Hawk System utilizing Reserve Capacity by providing to the Association a certification from an Engineer that the Individual Wastewater System that serves the Lot 74 is now a Failed System, as defined herein, and that a Replacement System is not feasible on the Lot.

8.1.2. Upon confirmation by the Association of the Failed System and that a Replacement System is not feasible on Lot 74, the Association may, upon determination by the Association at its sole discretion that the Great Hawk System will not be adversely affected by the granting of a Connection to the Affected owner, notify the Lot 74 Owner in writing that the Lot 74 Owner may apply to the Association for an allocation of Reserve Capacity equivalent to the Disposal Capacity required of one single family dwelling.

8.1.3. Upon compliance by the Lot 74 Owner with the requirements of Section 7.2 of these Policies, the Association shall issue to the Lot 74 Owner written confirmation of the Connection Right granted to Lot 74.

8.2. The remaining Reserve Connection may be made available by the Association to the Unconnected Participating Owners by the Association under the following terms:

8.2.1. If and when the Association determines, in its sole discretion, that the function and operation of the Great Hawk System would not be jeopardized by the allocation of the Reserve Connection to one of the remaining IDP Lots owned by

an Unconnected Participating Lot, as listed in Schedule B (each a “Qualifying Lot” or “Qualifying Lot Owner”), the Association shall notify the owners of the Qualifying Lots, in writing (a “Notice of Availability” of its intent to make the Reserve Connection available in accordance with this Section 8.2. The mailing of a Notice of Availability to the owner of a Qualifying Lot at the address of such owner as recorded in the Grand List of the Town of Rochester shall be conclusive proof of the delivery of the Notice of Availability to the Lot Owner.

- 8.2.2. The Notice of Availability will include a form of application (the “Reserve Connection Application”) and shall specify a time period of not less than 120 days (the “Application Deadline Date”) during which the owners of Qualifying Lots may apply to the Association for the available Reserve Connection.
- 8.2.3. In order to be considered for allocation of the Reserve Connection, a Qualified Owner must file a Reserve Connection Application in the form provided in the Notice of Availability at the address specified in the Notice of Availability for filing of Reserve Connection Applications not later than 5:00 PM on the Application Deadline Date. An affidavit signed by the person designated in the Reserve Connection Application as the person to receive the Reserve Connection Applications shall be conclusive as to the date and time of receipt of the Reserve Connection Application. **TIME IS OF THE ESSENCE OF THIS PROVISION,** and a Reserve Connection Application not received by the person designated in the Reserve Connection Application to receive the Reserve Connection Applications shall not be considered.
- 8.2.4. Not later than 15 days following the Application Deadline Date the Association shall notify all Qualifying Lot Owners, in writing, of the names and Lot number of the Qualifying Lot Owners who submitted timely Reserve Connection Applications. The notice of receipt of the Reserve Connection Applications shall include a date (not later than 60 days following the notice of receipt) time and place (in the Town of Rochester, Vermont) for a drawing to be held by the Board of Directors at which all timely Reserve Connection Applications will be made available for the drawing and a Reserve Connection Application will be chosen for the award of the Reserve Connection. The drawing shall be conducted by the Board in an open meeting at which Great Hawk Lot Owners will be entitled to attend as witnesses to the drawing, and the drawing shall be done by a person

selected by the Board who is not a Great Hawk Lot Owner, or related by blood, marriage, professional or business affiliation any Qualifying Lot Owner.

- 8.2.5. Once selected for allocation of the Reserve Connection, the Association will issue a Reserve Capacity Allocation to the Qualifying Lot Owner, and Qualifying Lot Owner shall have two years from the date of the Reserve Capacity Allocation within which to comply with the requirements of Section 7.2 of these Policies and commence construction of a single family dwelling on the Qualified Lot. For purposes of this Section, “commencement of construction” shall mean, at a minimum, the pouring of footings for the foundation of the single family dwelling and the installation of the Building Sewer from the Great Hawk System sewer main to the dwelling.
- 8.2.6. If a Qualifying Lot Owner fails to comply with Section 8.2.5 the Reserve Connection Application shall automatically terminate and be of no further force and effect. **TIME IS OF THE ESSENCE OF THIS PROVISION.**
- 8.2.7. If a Reserve Capacity Allocation is terminated in accordance with Section 8.2.6 above, the Association may, at its sole discretion, and at such time as it deems appropriate, repeat the procedures of Sections 8.2.1 through 8.2.5 until such time as a Qualifying Lot Owner satisfies the requirements of Section 8.2.5.
9. **Merger of Unconnected IDP Lots:** Undeveloped IDP Lots that are located adjacent to Developed Lots owned by the same Lot Owner may, with the prior written approval of the Association, be combined, or “merged” with the Developed Lot to create a single “Merged Lot”. Upon approval of the merger by the Association, the IDP Lot Owner shall execute and record in the Rochester Land Records a quit claim deed in a form satisfactory to the Association formally and permanently merging the Lots and extinguish any further right to construct any additional single family dwellings on the Merged Lot, or any additions to the existing single family dwelling on the Merged Lot that increase the volume of wastewater generated by the single family dwelling, as determined in accordance with Wastewater Disposal Rules. Upon execution and recording of the deed creating the Merged Lot, the owner of the Merged Lot shall be relieved of any further Lot assessment obligations for the former undeveloped lot, and shall be assessed only for the single dwelling on the Merge Lot. Merger shall be available only to those IDP Lot Owners who currently own or who acquire undeveloped IDP Lots that abut their Developed Lots.

10. Development of Unconnected Lots: Before any residences can be constructed on Lots not connected to the Great Hawk System or the Martin Tarbett System, the Lots Owner will be responsible, as a pre-condition to building a dwelling on the Lot, for obtaining a State of Vermont Water Supply and Wastewater Disposal Permit (commonly known as a “WW Permit”) and installing a state-approved Individual Wastewater System to service the dwelling on such Lot. The design and installation of any such Individual Wastewater System must comply with all Wastewater Disposal Rules, and the Lot Owner shall be responsible for the costs of engineering, design, permitting, constructing, and implementing such Individual Wastewater Systems and for continuing compliance with the Governing Documents. In designing such Individual Wastewater Systems, the Engineer shall not rely on the Common Lands for either a primary or replacement system and only in the event both the primary and the replacement systems that are approved as part of the WW Permit are determined to be Failed Systems may the Lot Owner apply for a Septic System License under Section 11 of these Policies.
11. Replacement of Failed Systems: Any contrary provision of these Policies notwithstanding, this Section 11 shall apply to all Developed Great Hawk Lots, whether or not such Lots are IDP Lots, Lots served by the Martin-Tarbett System, or Lots with Individual Systems, that have experienced a Failed System. If, and to the extent authorized by the Members of the Association as provided in Section 13 of the Covenants, the Association will endeavor to make Common Lands available for use for Replacement Areas subject to and in accordance with the following:
- 11.1. The Association acknowledges that, under Section 13 of the Covenants, “[d]evelopment schemes on or affecting the Common Lands must be approved by the Architectural Review Board of the Great Hawk Owners’ Association and by two-thirds of the members (as defined by the By-Laws, Article II) of said Association.” Accordingly, the implementation of this Section and the use of the Common Lands pursuant to this Section shall, in addition to all other conditions hereof, be subject to prior approval by the members of the Association (“Members”) and the Architectural Review Board (“Architectural Review Board”), as required under Section 13 of the Covenants.
- 11.2. Subject to approval and authorization by two-thirds of the Members, the Association shall have the legal authority to accept applications from and grant licenses to install

and operate Individual Wastewater Systems on Common Lands (a “Septic System License”) to Lot Owners of Developed Great Hawk Lots whose Individual Wastewater Systems constitutes a Failed System, as defined above, (a “Affected Owner”), to install, operate, maintain, repair and replace a replacement wastewater disposal systems (a “Replacement System”) on Great Hawk Common Lands in accordance with this Section 11.

- 11.3. The owner of a Developed Lot with a Failed System (the “Affected Owner”) may initiate an application to the Association for a Septic System License by providing to the Association a certification from an Engineer the Individual Wastewater System that serves the Lot of the Affected Owner is now a Failed System, as defined herein, and that a Replacement System is not feasible on the Lot. Upon confirmation by the Association of the Failed System, the Association will notify the Affected Owner in writing that the Affected Owner can proceed with an application for a Septic System License.
- 11.4. If the Individual Wastewater System has failed and cannot be repaired or replaced by another Individual Wastewater System, the Affected Owner may apply to the Association for a written authorization to have a licensed Vermont engineer undertake soils tests, at the Affected Owner’s expense, on Common Lands adjacent or reasonably accessible to the Lot to ascertain the wastewater disposal potential of the Common Lands.
- 11.5. If authorization is granted by the Association in accordance with Section 11.4 above, the Engineer shall prepare and submit to a sketch plan showing the area of Common Land within which the Engineer intends to locate the Replacement System, including the Building Sewer that will connect the Replacement System to the dwelling (the “Project Area”) and a narrative description of the work required to install the Replacement System, including any tree or other vegetation removal, sitework, clearing, excavation and fill, and site restoration upon completion of the work (collectively, a “Preliminary Work Plan”) for review and approval by the Architectural Review Board in accordance with Section 11.3 of the Covenants.
- 11.6. Upon approval of the Preliminary Work Plan by the Architectural Review Board, the Affected Owner may submit an application to the Association for a Septic System License (a “Septic System License Application”). The Septic System License

Application shall be on such form or forms as may be provided by the Association and shall include the Preliminary Work Plan, the Architectural Review Board approval, an application and license fee as established by the Association, and such other information as the Association may reasonably require to determine whether the Replacement System will have an undue adverse effect on the Common Land.

- 11.7. Upon approval of the Septic System License by the Association, the Engineer for the Affected Owner shall conduct such soil testing on the Common Land as may be required to determine that the soils and site conditions on the Common Lands are capable of supporting a wastewater disposal system that will satisfy the Wastewater Disposal Rules for a Replacement System. Upon confirmation by the Engineer that the soils and site conditions on the Common Lands are suitable of a Replacement System that will satisfy the Wastewater Disposal Rules and determination by the Association to its reasonable satisfaction that the installation of the Replacement System within the Project Area will not have an undue adverse effect on the health and safety of the owners or occupants of Great Hawk Lots or materially interfere with their use and enjoyment of the Common Lands, the Engineer for the Affected Owner may proceed with the design of the Replacement System within the Project Area.
- 11.8. Once a Septic System License has been issued to the Affected Owner in accordance with Section 11.7 above, prior to commencement of construction and installation of the Replacement System, the Engineer for the Affected Owner shall apply for, obtain and provide to the Association all necessary state and local permits and approvals for the Replacement System including, without limitation, all permits and approvals required for compliance with the Wastewater Disposal Rules and, upon written confirmation by the Association of receipt of all required permits and approvals, the Affected Owner may commence and complete construction of the Replacement System (including all sitework, grading seeding and mulching) in accordance with the permits and approvals and the approved plans and specifications. Unless otherwise agreed, in writing, by the Association, all construction of the Replacement System shall be completed within 60 days following the date of commencement of the first site clearing or ground disturbance for the installation of the Replacement System.
- 11.9. Not later than 30 days following completion of the Replacement System, the Affected Owner shall provide to the Association as-built drawings prepared and certified by a licensed Vermont engineer confirming that installation of the Replacement System

(including all site restoration, landscaping, seeding and mulching) has been completed in accordance with the approved Project Plan and the Wastewater Disposal Rules (an "Engineer's Certification"). Upon approval of the Engineer's Certification, including the as-built drawing, the Engineer's Certification shall be recorded by the Affected Owner in the Rochester Land Records indexed in the name of the Affected Lot Owner and the Association.

- 11.10. All costs and expenses incurred by the Association in reviewing the application for the Replacement System and insuring compliance with this Section 11 by the Affected Owner shall be paid by the Affected Owner. The Association may, at its discretion require the Affected Owner, as a condition of the Association's approval of the Replacement System, to post a reasonable payment and performance bond or other similar surety to insure completion of and payment for the Replacement System and payment of the Association's costs.
- 11.11. The Association may, from time to time, establish and assess the Affected Owner an application fee and an annual licensing fee for the use and occupancy of the Common Land for a Replacement System, and may assess the Affected Owner a reasonable administration and inspection fee for insuring continuing compliance with the Governing Documents.
- 11.12. Upon approval of the Engineer's Certification by the Association and confirmation that the Lot Owner has paid all costs and expenses required under Section 11.7 above, the Association will issue to the Lot Owner a Certificate of Completion of the Replacement System for recording in the Rochester land records. Upon issuance and recording of the Certificate of Completion, the Septic System License shall remain in effect so long as the Affected Owner, at the Affected Owner's expense, operates and maintains the Replacement System in good condition and repair, and in compliance with the Governing Documents and any Rules and Regulations enacted by the Association in accordance with Section 14 of these Policies.
- 11.13. A Septic System License granted by the Association to the Affected Owner in accordance with this Section shall be subject to such reasonable conditions as the Association may require and may be suspended, modified or revoked by the Association if the Association determines that the Affected Owner is not operating and maintaining the Replacement System in good condition and repair, not adhering to the

Wastewater Disposal Rules, the conditions of any permits or approvals issued for the Replacement System or the Governing Documents. In such event, the Affected Owner shall be subject to enforcement by the Association in accordance with Section 14 of these Policies.

12. Wastewater Utility Easements:

12.1. Pursuant to applicable provisions of the Governing Documents, the Association has reserved the right and authority to establish, locate, operate, maintain and repair main lines and distribution facilities of the Great Hawk System and the Martin-Tarbett System over, upon and within Lots and the Common Land as may be required for the operation and maintenance of the Great Hawk System, together with the right to make and/or authorize such extensions of the Great Hawk System as may be required to serve those IDP Lots that may, from time to time, be connected to the Great Hawk System.

12.2. There is reserved in the Sewer Agreement to each of the owners of an IDP Lot that is either a Connected Lot or that has Connections Rights, the right, at the Lot Owner's expense, to install a Building Sewer from the Lot to be connected to the Great Hawk System or the Martin Tarbett system, provided that such Lot Owner shall be responsible for maintenance and repair of the Building Sewer serving such Lot.

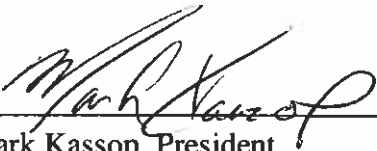
13. Rules and Regulations: The Association may adopt, publish and enforce such rules and regulations ("Rules and Regulations") for the implementation and enforcement of these Policies and for the operation, management, repair and/or replacement of the Great Hawk System, the Martin-Tarbett System, the Building Sewers and the Individual Wastewater Systems as the Association deems necessary and prudent, and, upon recording of the Rules and Regulations in the Rochester land records, the Rules and Regulations shall be binding upon all Great Hawk Lot Owners.

14. Enforcement: In the event of violation of these Policies, or of any permit, approval or license granted pursuant to these Policies (a "Violation"), or any Rules and Regulations adopted by the Association pursuant to Section 14 of these Policies, the Association shall give the Lot Owner who the Association believes is in Violation reasonable notice of the Violation and such opportunity to cure the Violation as the Association deems reasonable. If the Violation is not cured by the Lot Owner as required by the Association, the Association

may take such action as the Association deems necessary to enforce the terms of these Polices and any such permit, approval or license. In such event, the Lot Owner shall be responsible for all costs and expenses of enforcement, including the Association's attorneys' fees.

Done at Rochester, Vermont effective on the 28th day of May, 2010.

Great Hawk Owners Association, Inc.

By:  _____
Mark Kassop, President

Schedule A
 Great Hawk Community Collection System
 Indirect Discharge Permit Lots
 ("IDP" Lots)
 As of June 7, 2010

| Lot | Owner |
|-----|------------------|
| 14 | Steinkamp |
| 14A | Jacobs |
| 15 | Reich |
| 15A | Jacobs |
| 16 | Reich |
| 17 | Crosby |
| 17A | Crosby |
| 18 | Tinling |
| 18A | Christiansen |
| 23 | Davidson |
| 23A | Arnold |
| 24 | Murray |
| 24A | Gould |
| 68 | Dooley |
| 69 | King, N. |
| 69A | King B. |
| 70 | Gillis |
| 70A | Gillis |
| 71 | Gillis |
| 71A | Lauren |
| 72 | Lauren |
| 72A | Lauren |
| 73 | Rybak |
| 73A | Tufts University |
| 74 | Cowie |
| 75 | Cowie |

| Lot | Owner |
|-----|-------------|
| 76 | Woods |
| 76A | Lovallo |
| 81 | Dooley |
| 82 | Romer |
| 83 | Barron |
| 84 | Aaronson |
| 85 | Bobkovs |
| 86 | Bornhuetter |
| 87 | Reich |
| 88 | Kassop |
| 89 | Ramunni |
| 90 | Preston |
| 91 | Newell |
| 92 | Botti |
| 93 | O'Connor |
| 94 | Rosen |
| 95 | Campbell |
| 96 | Jacobs |
| 97 | Gunner |
| 98 | Golden |
| 99 | Ball |
| 100 | Golden |
| 101 | Goldswieg |
| 102 | Great Hawk |
| 103 | Morosani |
| 104 | Morosani |

Schedule B
Great Hawk Community Collection System
Status of 52 Lots listed on the Indirect Discharge Permit #ID-9-0191
As of June 7, 2010

| "Connected Participating Owners" Owners: (1) who hold Connection Rights in the Great Hawk System, and (2) whose homes are currently connected to the System. | | "Unconnected Participating Owners" Owners: (1) who hold Connection Rights in the Great Hawk System, but (2) whose homes are not currently connected to the System. | | "Non-Participating Owners" Owners who do not hold Connection Rights in the Great Hawk System. | |
|--|--------------|--|--------------|---|------------------|
| LOT | OWNER | LOT | OWNER | LOT | OWNER |
| 24A | Gould | 15 | Reich | 14 | Steinkamp |
| 69A | King B. | 15A | Jacobs | 14A | Jacobs |
| 70 | Gillis | 16 | Reich | 17 | Crosby |
| 72 | Lauren | 23A | Arnold | 17A | Crosby |
| 73 | Rybak | 24 | Murray | 18* | Tinling |
| 81 | Dooley | 71 | Gillis | 18A* | Christiansen |
| 82 | Romer | 71A | Lauren | 23 | Davidson |
| 84 | Aaronson | 72A | Lauren | 68 | Dooley |
| 86 | Bornhuetter | 74* | Cowie | 69 | King, N. |
| 87 | Reich | 85 | Bobkova | 70A | Gillis |
| 88 | Kassop | 98 | Golden | 73A | Tufts University |
| 89 | Ramunni | 100 | Golden | 75 | Cowie |
| 90 | Preston | 101* | Goldswieg | 76 | Woods |
| 91 | Newell | Total: 13 Lots | | 76A | Lovallo |
| 93 | O'Connor | | | 83 | Barron |
| 94 | Rosen | | | 92* | Botti |
| 95 | Campbell | | | 102 | Great Hawk |
| 96 | Jacobs | | | 103 | Morosani |
| 97 | Gunner | | | Total: 18 Lots | |
| 99 | Ball | | | | |
| 104 | Morosani | | | | |
| Total: 21 Lots | | | | | |

KEY

* Lot is developed with a home that currently is connected to a private, on-site septic system.