

**GREAT HAWK OWNERS'
ASSOCIATION, INC.**

**PROTECTIVE
COVENANTS**

With Amendment of 1992

As Amended to through November 1997

Great Hawk Corporation, owner of the premises in Rochester, Vermont, known as "GREAT HAWK" does by these presents define, publish, and declare the following protective covenants which shall be binding upon the owner or owners of all building lots in said Great Hawk Development, as fully as though the same were set forth in detail in each conveyance and whether or not the same are specifically incorporated by reference in any conveyance of any of said lots.

The premises referred to as "GREAT HAWK" are situated in the Town of Rochester, Windsor County, Vermont, and are shown on a plan and map captioned "Great Hawk Site Plan" as from time to time revised, and as recorded in the Land Records of the Town of Rochester, Vermont. Each purchaser of each real estate lot referred to in the Plan and Great Hawk Corporation hereby declare that it is their mutual intent that each of the covenants herein shall run with the land and that each of the lots shall be subjected to and be benefited by each of the covenants hereof whether or not the same are specifically set forth at length in any instrument of conveyance or incorporated therein by reference.

1. Structure and Improvement Approval. No buildings, building additions, site alterations, or new construction of any nature may at any time be made by an owner until the architectural site and landscape plans and specifications have been approved in writing by Great Hawk Corporation, or its successors and assigns.

2. Building and Professional Codes. Any and all construction, alterations, building, or improvements shall conform in all respects to the applicable building, professional and trade codes then in effect in the State of Vermont, or in the absence thereof, such national or other codes as may have been adopted by the State of Vermont, and in the absence of such adoption, such national codes then nationally adopted, approved and accepted by the building professions and trades.

3. Residence Use. An owner shall use a lot only for residential purposes, and each lot shall be restricted for a one-family dwelling house use only, and only one single-family dwelling house and one garage of not more than a three-car capacity shall be erected or maintained on the premises.

4. Commercial Use. No commercial use of any nature whatsoever shall be conducted on any house lots. However, Great Hawk Corporation in its development of the project area shall not be subject to the provisions of this covenant, and the covenants shall apply only to lots sold by Great Hawk Corporation as "house lots."

5. Setback. No building or structure, or any part thereof, shall be erected on any of the said lots in the development the outside walls of which shall be less than 25 feet from any street or road or 25 feet from the side or rear boundary lines of the said lot, nor shall any cesspool, septic tank, leaching basin or sewage dis-

posal field be constructed within 50 feet of the edge of any brooks, streams, or ponds.

6. **Subdivision.** None of the said lots shall be subdivided for purposes of sale or any other purpose.

7. **Trailers and Outbuildings.** No house trailers, mobile homes, mobile units or other prefabricated transportable units or home shall at any time be placed upon or used upon the premises hereby conveyed for any purpose whatsoever, whether or not the same are permanently affixed to the real estate.

8. **Temporary Buildings.** No dwelling house constructed on any of the lots shall be occupied unless and until it is completed, and no temporary buildings shall be occupied for dwelling purposes upon said lots during the construction thereof.

9. **Signs – Advertising.** No signs of any type shall at any time be erected upon the premises and lots without the express prior written approval of Great Hawk Corporation, with the exception that a small sign not to exceed 72 square inches may be erected for the purpose of identifying the name of the owner of the lots only and for no other purpose, and there shall be at no time be any physical advertising in the forms of signs or otherwise, and for any purpose, used upon the premises.

10. **Maintenance.** The owner shall at all times maintain the premises in a clean, neat and presentable fashion, and will not store or permit the accumulation of any refuse or debris, and will not at any time dispose of any material or articles by burning the same on the premises.

11. **Tree Cutting.** Evergreen trees over two (2) inches in diameter and deciduous trees over three (3) inches in diameter, both when measured three (3) feet above the ground, may not be cut for any purpose whatsoever without the express prior written approval of Great Hawk Corporation excepting when the cutting is necessary for the actual placement in the area of a house, patio or driveway, and further excepting that the Great Hawk Project architect shall have the authority and discretion to remove trees as he may deem necessary in preparation of sites and in the construction of homes.

12. **Resale.** An owner will not sell or otherwise dispose of his real estate, lot or any part thereof, without first offering to Great Hawk, its successors and assigns, the first option and right of first refusal to repurchase the said real estate. Notice of intention to sell shall be given by the owners to Great Hawk, its successors and assigns, in writing by registered mail identifying the prospective purchaser and declaring the bone fide purchase price offered, and Great Hawk, its successors and assigns, shall have thirty (30) days from the date of receipt of such notice from the owner in which to exercise the option and right of first refusal to purchase the property and shall give the owner notice of such intention to exercise the option in writing by registered mail. Great Hawk expressly reserves the right to convey this first option and right of first refusal to an association of owners in

the development, and the owners individually and collectively, acknowledge the right of such association to have the benefit of this restriction and to enforce the same.

13. **Common Land.** Great Hawk has designated, and will designate certain areas in the development as "Common Land," which land shall presently be held by Great Hawk in its present state, or may be developed and improved so as to enhance and protect the entire development and for the benefit of all lot owners in the said development, and the owners, and each of them, expressly acknowledge the benefit of such Common Land to each of them individually and to the development and agree to the terms hereof by their acceptance of a deed of conveyance and becoming a lot owner. In consideration for Great Hawk, its successors and assigns and reserving and maintaining the Common Land, the owner agrees to pay annually to Great Hawk Corporation, its successors and assigns, for the purpose of maintaining and paying the carrying charges in connection with the Common Land, a sum which in the opinion of Great Hawk, its successors and assigns is required for such maintenance and carrying charges, and which sum shall not exceed thirty percent (30%) of the real estate taxes paid by an owner on the owner's lot and real estate at the development for any given year, and provided further, that the obligation of a property owner for the monetary support of the Common Land shall not exceed one-eightieth (1/80) of the total annual costs of maintenance, upkeep and taxes assessed upon the said Common Land, for each lot owned.

Great Hawk reserves the right to convey this Common Land to an Association of Owners in the development at any time, or to all or any number of lot owners jointly or severally in any manner, and the lot owners agree to jointly or severally, or in association, accept a conveyance of the Common Land. Thereupon Great Hawk Corporation shall be relieved of any and all responsibilities in connection with the said Common Land, and the owners agree to abide by the rules of the Association to enjoy the benefits of the Common Land.

14. **Association of Owners.** Each owner of a lot acknowledges as an essential incident to his purchase of the lot, and Association of Owners in the development is desirable and will be beneficial to all owners in order to preserve and promote the character and living conditions in the development and to maintain, preserve and improve the Common Land which is set aside for the benefit of all owners. Each owner, therefore, as an express consideration in the sale to him of a lot, and in his acceptance of such conveyance agrees that he will accept membership in an Association of Owners, and shall require any purchaser of such lot from him to accept membership in such an Association. Neither the failure of a lot owner to obtain from his Grantee acceptance of membership in said Association, or the refusal of a Grantee to accept such membership shall affect or diminish the Grantee's obligation to comply with all of the By-Laws of such Association, including the obligation to pay dues and costs of operating the Association including costs of maintaining the Common Land, it being the mutual intent of each purchaser and owner and Great Hawk that the covenant to abide by the By-Laws, rules and regulations of an Association of Owners, like all other covenants

set forth herein, shall run with the land and be binding upon and be the obligation of each purchaser and owner, and his heirs, successors and assigns.

15. Utilities and Water. Great Hawk, its successors and assigns, shall have the right of entry upon the lots, and any of the premises of the development, for the purpose of installation, repair, replacement and maintenance of any water lines and facilities and any utility facilities including telephone, electric and power, and whether situated above ground or below ground. Great Hawk shall not be liable for the laying of any utility lines, nor for the repair, construction, or maintenance of such lines on any portion of the premises, whether on the particular lots, Common Land, or other areas of the development.

16. Enforcement. The burden of the covenants, agreements, and restrictions above set forth shall run with the land affected thereby and shall be constructed as covenants real and shall continue for a period of fifty (50) years from the date of this instrument. These Protective Covenants are intended to be for the benefit of Great Hawk, its successors and assigns and of the owners of any of the lots within the development. The covenants may be enforced by Great Hawk, its successors and assigns, or any lot owner against any violator. The rights of Great Hawk Corporation may be assigned by it to any person including, but not limited to, an Association of Owners at the project.

17. Amendments and Modification. The covenants and conditions hereof may be amended, modified, or repealed at any time by the consent of the then record owners of 75% or more of the lots at the development or as may otherwise be provided herein.

18. Animals. No animals, livestock or poultry of any kind shall be kept, bred or raised on any lot, with the exception that dogs, cats and other domestic pets may be kept provided they are not kept, bred, or maintained for any commercial purpose, and further excepting that saddle horses may be kept on the lots and on the Common Land provided prior arrangements are made and permission is obtained from the Corporation, or the Association of Owners as successor of the Corporation.

19. Validity. Invalidation of any one or more of the covenants or conditions hereof by court judgment or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

**GREAT HAWK OWNERS'
ASSOCIATION, INC.**

**PROTECTIVE
COVENANTS**

GREAT HAWK OWNERS' ASSOCIATION PROTECTIVE COVENANTS AMENDMENT

(Dated 1992)

DECLARATION OF UNIFIED PROTECTIVE COVENANTS of the GREAT HAWK COLONY Rochester, Vermont

PURSUANT TO §17 of the “Declaration of Great Hawk, Rochester, Vermont Protective Covenants” dated September 26, 1968, and recorded in Book 35, at Page 571 of the Rochester, Vermont Land Records, as amended by “Great Hawk – Addendum to Protective Covenants” dated October 10, 1968 (amending §13 thereof), and recorded in Book 35 at Page 578 of said Land Records, which are the original Protective Covenants governing the land and building lots in the Tarbitt, Southern and Great Pond/Northern Sectors of the premises located in Rochester, Vermont, known as “Great Hawk” and also known as the “Great Hawk Colony,” (which documents are hereinafter referred to as the “Original Sectors Protective Covenants”); and

PURSUANT to §15 of the “Declaration of Great Hawk – Martin Sector, Rochester, Vermont Protective Covenants dated April 10, 1980, and recorded in Book 42 at Page 274 of the Rochester, Vermont Land Records, which are later-developed Protective Covenants governing the land and building lots in the Martin Sector of the premises located in Rochester, Vermont, known as “Great Hawk – Martin Camp Sector” and also known as the “Great Hawk Development” and also known as “Great Hawk Colony,” (which documents are hereinafter referred to as the “Martin Sector Protective Covenants”); and

PURSUANT to the Quit Claim Deed from Hawk Mountain Corporation to the Great Hawk Owners' Association, Inc. dated January 16, 1981, and recorded on February 4, 1981 in Book 42, Page 442; and

PURSUANT to the September 23, 1982 Agreement between Hawk Mountain Corporation and the Great Hawk Owners' Association, Inc. including but not limited to, the acknowledgement in §1 of said Agreement that the Great Hawk Corporation (signatory of the Original Sectors Protective Covenants) was merged into the Hawk Mountain Corporation (signatory of the Martin Sector Protective Covenants) on July 14, 1978 as appears from a Certificate of Merger of same date filed with the Office of the Secretary of State of Vermont and recorded on October 11, 1979 in Book 42, Page 199 of the Rochester, Vermont Land Records; and

WHEREAS for the sake of clarity and simplicity in the remainder of this document, the Premises hitherto referred to as either “Great Hawk,” or “Great

Hawk – Martin Sector,” or as the “Great Hawk Development” and also known as the “Great Hawk Colony” shall each and all hereafter be referred to as the Great Hawk Colony; and

WHEREAS said Premises, as further defined in §1 of the September 23, 1982 Agreement between Hawk Mountain Corporation and the Great Hawk Owners’ Association, Inc., are located in the Town of Rochester, Windsor County, Vermont, and are shown on plans and maps captioned either “Great Hawk Site Plan” or “Great Hawk Colony, Martin Camp Sector” as either set of plans and maps is from time to time revised, and as either set is recorded in the Land Records of the Town of Rochester, Vermont; and

WHEREAS there is a desire on the part of the record owners of 75% or more of the lots at the Great Hawk Colony to reaffirm the Original Sectors and Martin Sector Protective Covenants by amending, modifying, and repleading said covenants into one set of Unified Protective Covenants governing all Common Lands, lots, premises, buildings and structures in the Great Hawk Colony; and

WHEREAS the consent of the record owners of 75% or more of the lots at the Great Hawk Colony (of both the Original and of the Martin Sector) to amend, modify and replead the covenants and conditions of the Protective Covenants of both the Original Sectors and the Martin Sector has been obtained as noted in the attached clarifications;

THEN, the record owners of 75% or more of the lots at the Great Hawk Colony do by these presents define, publish and declare the following Unified Protective Covenants which shall be binding upon the owner or owners of all lots and buildings in said Great Hawk Colony, Original Sectors and Martin Sector, as fully as though the same were set forth in detail in each conveyance and whether or not the same are specifically incorporated by reference in any conveyance of any said lots, hereby declaring said Unified Protective Covenants to be a replacement of and substitution for the above-described Original Sectors and Martin Sector Protective Covenants.

THUS, pursuant to the aforesaid vote and to the applicable sections of the aforesaid Original Sectors and Martin Sector Protective Covenants, each present owner and each subsequent purchases or each real estate lot referred to in said plans and maps hereby declares that it is said owner’s or purchaser’s mutual intent that each of the covenants herein shall run with the land and that each of the lots shall be subjected to and be benefited by each of the covenants hereof whether or not the same are specifically set forth at length in any instrument of conveyance or incorporated therein by reference.

1. Architectural Review Board. There shall be a standing committee of the Board of Directors of the Great Hawk Owners’ Association, Inc. to be called the “Architectural Review Board.” Its membership and mission shall be determined by the By-Laws of the Great Hawk Owners’ Association, Inc. as they shall from time to time be amended.

2. Approval for New Structures, Improvements, or Modifications. No structures or buildings of any kind, or exterior appurtenances and no improvements or modifications changing the exterior appearance of existing structures, buildings and appurtenances shall be undertaken until sketches of all such new construction, proposed improvements or modifications to existing facilities, and further, in the case of construction on an unimproved lot, sketches of site and landscaping plans have been formally approved in writing by the Architectural Review Board of the Great Hawk Owners' Association, Inc., or its successors and assigns. It is hereby understood by all owners and purchasers of lots within the Great Hawk Colony that such review by said Committee may result in revisions or complete denial of the proposed designs, improvements or construction.

3. Building and Professional Codes. Any and all new construction; improvement, modification, or alteration to existing facilities; and installation of water, electrical, septic, and sewage systems shall conform in all respects to all applicable environmental and other requirements and codes then in effect in the Town of Rochester and in the State of Vermont. In the absence of such local codes, then such construction modifications, alterations and installations shall conform to such national codes then nationally adopted approved, and accepted by the appropriate building and other professions and trades.

4. Residential Use. An owner, including the guests or tenants of an owner, shall use a lot only for residential purposes. Each lot shall be restricted for a one-family dwelling house use only and for one garage of not more than a three-car capacity not to be used for temporary or permanent dwelling purposes. No apartments or multifamily housing shall be constructed on any lot or lots within the Great Hawk Colony.

5. Commercial Use. No commercial use or commercial activities of any nature whatever shall be carried out on any lots or Common Lands within the Great Hawk Colony, except it shall not be construed as commercial use if any owner rents or leases her or his property for income purposes.

6. Setback. The setback requirements of these Unified Protective Covenants shall be as follows:

(a) In the Original Sectors: no building or structure, or any part thereof, shall be erected on any of the said lots in the Great Hawk Colony the outside walls of which shall be less than twenty-five (25) feet from any street or road or twenty-five (25) feet from the side or rear boundary lines of the said lot. Said setback rules are subject to change or amendment by federal, state, or municipal statutes and regulations.

(b) In the Martin Sector: no building or structure, or any part thereof, shall be erected on any of the said lots in the Great Hawk Colony the outside walls of which shall be less than forty (40) feet from any street or road or twenty-five (25) feet from the side or rear boundary lines of the said lot. Said setback rules are

subject to change or amendment by federal, state or municipal statutes and regulations.

7. **Subdivision.** None of the lots in the Great Hawk Colony shall be subdivided for purposes of sale or any other purpose. Nor shall rights-of-way, leases, or easements be given except as stated herein or in the original deeds creating said lots, except with the approval of the Architectural Review Board.

8. **Outbuildings, Trailers, and Other Vehicles.** No house trailers, mobile homes, mobile units or other prefabricated transportable units or homes or other vehicles designed to quarter occupants shall at any time be placed upon or used upon any of the lots or premises hereby conveyed or upon any common land located within the Great Hawk Colony for any purpose whatsoever, whether or not the same are permanently affixed to the real estate.

9. **Temporary Buildings.** No dwelling house constructed on any of the lots shall be occupied unless and until it is completed; and no temporary buildings or other structures shall be occupied for dwelling purposes upon said lots.

10. **Signs.** No signs or any type shall at any time be erected upon the roads, premises and lots located within the Colony without the express, prior, written approval of the Architectural Review Board of the Great Hawk Owners' Association, Inc., with the exception of small sign for the purposes of identifying the lot number and name of the owner of the lot only and for no other purpose.

11. **Maintenance.** Each owner shall at all times maintain the premises, structures, buildings and lot(s) in a clean, neat and presentable fashion, and will not store or permit the accumulation of any refuse or debris. Due to the danger of forest fires as well as to the concern to limit air pollution, leaves, brush, or branches only may be burned subject to Vermont state law and Rochester, Vermont, Town permitting procedures. Said burning, which is not to include rubbish or building materials, is to be done only by or under the supervision of qualified personnel and only after obtaining all necessary permits.

12. **Tree Cutting.** There shall be no clear cutting of lots. Tree cutting is allowed in a timely fashion just prior to construction, when the cutting is necessary for the actual placement in the area of a house, patio or driveway previously approved in writing by the Architectural Review Board of the Great Hawk Owners' Association, Inc. Vista trimming is allowed under professional advice and supervision, the object of which is to safeguard, preserve and maintain healthy and mature trees. In order to preserve the forested atmosphere of the Colony, tree cutting is to be avoided except where necessary as above or except for the cutting of dead or scrub trees or for trees which need to be trimmed or removed for reasons of public safety or for the integrity and safety of a dwelling or its occupants.

13. **The Common Lands.** By QUIT CLAIM DEED dated January 16, 1981, recorded at Rochester, Vermont, Town Offices in Book 42, Page 442 on

February 4, 1981, Hawk Mountain Corporation (having merged with Great Hawk Corporation) released all right and title which Hawk Mountain Corporation, its successors and assigns, had in and to certain pieces of land, commonly known as the "Common Lands" as shown on various plans and maps specified in said QUIT CLAM DEED to the Great Hawk Owners' Association, Inc., its successors and assigns. Said Common Lands are to be held or developed or improved by said Association in such a way as to enhance and protect the entire Great Hawk Colony and for the benefit of all lot owners in the said Great Hawk Colony. Each of the owners and purchasers expressly acknowledges the benefit of such Common Lands to each of them individually and to the Great Hawk Colony and agrees to the terms thereof by the acceptance of a deed of conveyance and by becoming a lot owner within the Great Hawk Colony.

Each of the owners and purchasers expressly acknowledges that the use of such Common Lands is solely at the risk of the individual user.

In all respects, the owners and purchasers of each lot or lots agree to abide by the rules of the Great Hawk Owners' Association, Inc., its successors and assigns, in order to enjoy the benefits of the Common Lands. Development schemes on or affecting the Common Lands must be approved by the Architectural Review Board of the Great Hawk Owners' Association, Inc. and by two-thirds of the members (as presently defined in the By-Laws, Article II) of said Association.

14. Association of Owners. Each owner of a lot acknowledges as an essential incident to her or his purchase of the lot, that an Association of Owners in the Great Hawk Colony is desirable and will be beneficial to all owners in order to preserve and promote the character and living conditions in the Great Hawk Colony and to maintain, preserve and improve the Common Lands which are set aside for the benefit of all owners. Each owner, therefore, as an express consideration in the purchase and sale of a lot, and in said owner's acceptance of such conveyance, agrees that she or he will accept membership (as defined in the Association's By-Laws, as from time to time amended) in the Great Hawk Owners' Association, Inc., whose Articles of Association were signed on March 7, 1979 and filed with the Vermont Secretary of State on March 9, 1979, and shall require any purchaser of such lot from her or him to accept membership in said Association. Neither the failure of a lot owner to obtain from the grantee acceptance of membership in said Association, nor the refusal of a grantee to accept such membership shall affect or diminish the grantee's obligations to comply with all of these Unified Protective Covenants and with all of the By-Laws of the Association, its successors or assigns, including the obligation to pay dues and costs of operating the Association, and including the costs of maintaining the Common Lands, it being the mutual intent of each purchaser and owner and the Great Hawk Owners' Association, Inc. that the covenant to abide by the By-Laws, Rules and Regulations of the Great Hawk Owners' Association, Inc., like all other covenants set forth herein, shall run with the land and be binding upon and be the obligation of each purchaser and owner, and said person's heirs, successors and assigns.

Each of the owners and purchasers of each lot or lots expressly acknowledges to pay to the Great Hawk Owners' Association, Inc., its successors and assigns in accordance with its By-Laws and its rules and regulations in implementation thereof, Annual and/or Special Assessments representing that owner's and purchaser's share of the total operational and capital costs of said Association, which costs include holding, maintaining and paying the carrying and upkeep charges in connection with the Common Lands. Said share may vary according to whether a lot only or a lot with a house attached is owner, whether one or more lots or houses are owned, and shall be that share or assessment as defined from time to time in the By-Laws, Article III, or said Association or as such By-Laws may from time to time be amended.

All powerline, water and sewer easements of record as stated in either or both of the former Original Sectors and Martin Sector Protective Covenants as herein defined and described or as stated on an Owner's individual deed remain in full force and effect with the provision that the easement is now granted to the appropriate utility company or water or sewer cooperative system owners and managers, and where applicable, to the Great Hawk Owners' Association, Inc.

15. Animals. No animals, livestock or poultry of any kind shall be kept, bred or raised on any lot, with the exception that dogs, cats, or other domestic pets may be kept subject to Vermont state law and Rochester, Vermont, Town ordinances.

16. Enforcement. The burden of the covenants, agreements and restrictions herein set forth shall run with the land affected thereby and shall be construed as covenants real and shall continue for a period of seventy-five (75) years from the date of the execution of this instrument which all owners, heirs and assigns, present and future hereby ratify and recognize as a repleading and revision of both the Original Sectors and Martin Sector Protective Covenants as herein defined and described. These Unified Protective Covenants are intended for the benefit of the Great Hawk Owners' Association, Inc., its successors and assigns, and for the owners, their heirs and assigns, of any of the lots within the boundaries of the Great Hawk Colony. The covenants may be enforced by the Great Hawk Owners' Association, Inc., its successors and assigns, according to the By-Laws, rules and procedures, or by any lot owner or group of lot owners against any violator. The costs associated with said enforcement action shall be borne by the violator.

17. Amendments and Modifications. The covenants and conditions hereof may be amended, modified or repleaded at any time by the consent of two-thirds or more of the Members (as defined in the By-Laws, Article II) of the Great Hawk Owners' Association, Inc., with each Member having only one actual vote or proxy vote, regardless of the number of actual lots owned by said Member.

18. **Validity.** Invalidation of any one or more of the covenants or conditions hereof by legislative or municipal statute, ordinance, rule or regulation, or by court judgment or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

19. **Lien.** All persons owning lots in the Great Hawk Colony shall pay their proportionate share of maintaining, repairing, replacing and utilizing the common properties and Common Lands of said Colony. Said proportionate share as well as the expenditure of such funds for the maintenance, repair, replacement or utilization of the aforesaid common properties and lands as well as for the operational costs of the Association shall be determined by the Great Hawk Owners' Association, Inc. in accordance with its By-Laws. Should any property owner fail to pay her or his proportionate share of maintaining, repairing, replacing or utilizing the common properties and Common Lands as aforesaid, the defaulting property owner, by accepting the deed to her or his real property lot or lots thereby consents to and grants a lien (in the amount of the payment due, plus interest as determined by the Great Hawk Owners' Association, Inc., plus the costs of collecting said payment or payments) on said property in favor of the Great Hawk Owners' Association, Inc., said lien to remain on the land and to run with the land, until it is released by the Great Hawk Owners' Association, Inc., its successors or assigns.

On September 23, 1982, Hawk Mountain Corporation and Great Hawk Owners' Association signed an agreement transferring to GHOA the rights described in the Protective Covenants which relate to the approval of Structures, Improvements and Tree Cutting. At that time, an Architectural Committee was established for Great Hawk. The members of this Committee consist of two Great Hawk owners and one representative of Hawk Mountain Corporation. The following will explain the Committee's responsibilities, which are the concern and obligation of every Great Hawk property owner.

Primarily, the Architectural Committee has been established to take over from Hawk the function of approving structures, improvements, tree cutting, and related matters. Each of us, in signing the deed for our Great Hawk property, became legally bound to abide by the Protective Covenants which Hawk Mountain Corporation created to ensure a consistency of quality design, and to protect property values.

Among other things, the Covenants are intended to control such things as building additions, site alterations, television and radio antennae, exterior lighting, clothes lines, mailboxes, the cutting of trees, etc. PLANS, SITE DRAWINGS AND SKETCHES MUST BE SUBMITTED TO THE ARCHITECTURAL COMMITTEE BEFORE ANY WORK CAN BE UNDERTAKEN. This is the most important duty of your Committee. These specific restrictions were established by Hawk Mountain Corporation for our mutual benefit and protection.

The Committee has also been asked to keep an eye on the whole Great Hawk area, including the Common Land, and to make sure that individual properties are well maintained. In some cases, owners who have not seen their property for a long time may not realize that the house is in need of staining or that the grounds have become overgrown. In this regard, we will try to make suggestions to owners as problems arise.

The basic concept behind the Protective Covenants was, and is, part of the overall appeal of Great Hawk; therefore, the Architectural Committee hopes that you will all help us to function effectively and that you will come to us promptly with your ideas and plans for future changes to your property to avoid any possible complications. In this way we will be able to assure all property owners that Great Hawk will remain a special place to live and vacation.

Submit plans and inquiries to:

Great Hawk Owners' Association
P.O. Box 315
Rochester, Vermont 05767