

**AMENDED AND RESTATED BYLAWS  
GREAT HAWK OWNERS ASSOCIATION, INC.**

**AT  
Rochester, VT**

**August 19, 2017**

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1. BYLAWS.

- 1.1. These Bylaws (the “Bylaws”) provide for the governance of the Great Hawk Common Interest Community, also known as the Great Hawk Development, and also known as the GHC, (hereinafter collectively referred to as the “Great Hawk Colony”), consisting of the Plan of Lots dated June 20, 1970, as last revised January 4, 1973 entitled “Great Hawk at Rochester, Vermont, Master Plan, ‘Great Hawk Colony, ’” and filed in Map Book 1 Page 37 of the Rochester Land Records (“Great Hawk Colony Plan”) by the Great Hawk Owners Association, Inc. (the “Association”), successor to the Hawk Mountain Corporation (“Declarant”). These Bylaws amend and restate those bylaws adopted by the Association on July 8, 1979, as amended through November 1997.
- 1.2. The Great Hawk Owners Association, Inc. is a not-for-profit corporation incorporated for the purpose of administering and managing the Great Hawk Colony in accordance with those certain amended Protective Covenants of Great Hawk Corporation dated September 26, 1968 and entitled “Great Hawk Rochester, VT Protective Covenants” recorded October 9, 1968 in Book 35 Page 571 of the Rochester Land Records as amended by Amendment dated October 10, 1968 and recorded November 8, 1968 in Book 35 Page 578 in the Rochester Land Records and as further amended and restated and unified by the Declaration of Unified Protective Covenants dated August 28, 1992 and recorded at Book 56 Page 406 of the Rochester Town Land Records (the “Unified Protective Covenants”). These Bylaws shall be governed by 27A V.S.A. §§ 101 et. seq. (“VCIOA”).
- 1.3. If a conflict exists between the Unified Protective Covenants and Bylaws, the Unified Protective Covenants prevails except to the extent that the Unified Protective Covenants is inconsistent with VCIOA.

2. DEFINED TERMS.

- 2.1. Terms Defined in the Unified Protective Covenants. The Definitions set forth in the Unified Protective Covenants are hereby incorporated into and shall be applicable to these Bylaws, as if fully set forth herein. Any terms not defined herein or in the Unified Protective Covenants shall have the meaning ascribed to them by VCIOA.
- 2.2. Additional Definitions.
  - 2.2.1. “Appointed Directors” shall mean any Director not elected by the Owners.

- 2.2.2. "Annual Budget" shall mean the budget approved by the Association each year concerning the Association's expenditures and assessments for each year.
- 2.2.3. "Article" or "Section" mean and refer to the numbered paragraphs and provisions of these Bylaws.
- 2.2.4. "Assessments" shall have the meaning ascribed to it in Article 10.
- 2.2.5. "Association" shall have the meaning ascribed to it in Article 1.1 hereto.
- 2.2.6. "Board" shall mean the Board of Directors of the Association.
- 2.2.7. "Bylaws" shall have the meaning ascribed to it in Article 1.1 hereto.
- 2.2.8. "Capital Accounts" shall have the meaning ascribed to it in Article 10.3.2.
- 2.2.9. "Capital Assessments" shall mean Assessments against a Lot for capital repairs, replacements, improvements, purchases or expenditures (other than Operation and Maintenance Assessments) approved by the Board as part of the Annual Budget of the Association or as a Special Assessment.
- 2.2.10. "Capital Budget" shall have the meaning ascribed to it in Article 10.3.1.
- 2.2.11. "Capital Expenditures" shall mean expenditures, other than for administration, management, operation, maintenance, replacement and repair incurred or to be incurred in the ordinary course of the business of the Association, approved by the Board as part of the Annual Budget of the Association, or as a Special Assessment, for the development, construction, purchase or acquisition of real or personal property for the improvement, repair or replacement of the Common Elements of the GHC.
- 2.2.12. "Capital Reserve Fund" or "Reserve Account" shall mean any fund or funds established by and used at the discretion of the Owners, funded from Capital Assessments, and used for Capital Expenditures or to fund unexpected or emergency expenditures and/or shortfalls in Operating Expenses including any reserve funds established pursuant to Section 4.4 of the Unified Protective Covenants.
- 2.2.13. "Common Elements" and "Common Areas" shall mean the Common Elements as defined in VCIOA, and shall include all portions of the GHC described in the Unified Protective Covenants and these Bylaws as "Common Areas," "Common Lands," "Common Elements" and "Limited Common Areas."
- 2.2.14. "Common Lands" shall mean such lands as are delineated on the GHC Plan other than the numbered building lots delineated thereon, as shall hereafter be conveyed by Great Hawk Corporation or its successors to the

Association as contemplated by Section 14 of the Unified Protective Covenants, and being the “Common Land” referred to in that Section and Section 13 of the Unified Protective Covenants, and also such other additional lands as the Association shall hereinafter acquire for the mutual and common benefit of the Members of the Association.

- 2.2.15. “Declarant” shall have the meaning attributed to it in Section 1.1.
- 2.2.16. “Directors” shall mean the individual members of the Board of Directors of the Association.
- 2.2.17. “Emergency Special Assessment” shall have the meaning ascribed to it in Section 10.11.
- 2.2.18. “Great Hawk Colony” or “GHC” means all land, buildings, improvements, amenities, utilities, Common Elements, rights or easements that may now exist or hereafter be constructed, erected or maintained upon or within the Great Hawk Colony as part of the development, use, ownership or enjoyment of the Great Hawk Colony.
- 2.2.19. “GHC Documents” means and incorporates by reference the Unified Protective Covenants, the Bylaws, and Site Plans, the Rules and Regulations, and any Amendments thereto approved, adopted and recorded in accordance with the Unified Protective Covenants and the Bylaws, all state and local land use, development and occupancy permits or approval issued for the GHC or the development, conveyance, occupancy or use of any Common Element.
- 2.2.20. “Great Hawk Colony Plan” or “GHC Plan” means the plan of lots dated June 20, 1970 as last revised January 4, 1973 and entitled “Great Hawk at Rochester, Vermont Master Plan,” and subtitled “Great Hawk Colony,” and filed in Map Book 1, Page 37 of the Rochester Land Records, and on which said plan are delineated numbered building lots.
- 2.2.21. “GHCWS” means the Great Hawk Cooperative Water System more particularly defined in the Deed of Facilities and Transfer of Operation Management of GHCWS dated June 12, 1992 and recorded at Book 56 Page 280 of the Rochester Land Records and also further described in the Water System Agreement dated July 9, 1973 and recorded in Book 38 Page 333 of the Rochester Land Records and said Agreement dated January 7, 1970 and recorded at Book 31 Page 379 of the Rochester Land Records (together said documents are referred to as the “Cooperative Water System Documents”). The GHCWS is a Limited Common Element serving certain Lots within the Association. This Limited Common Element serves those Lots referenced in the Cooperative Water System Documents who acquired an interest and right to use said system by way of their deed. The Lots benefited by this Limited Common Element are

subject to the rules, regulations, policies and procedures set forth in the Cooperative Water System Documents. A list of the Lots currently benefitted by the GHCWS is attached hereto as Exhibit 2.2.21. Lots with a deeded right to connect to the GHCWS that are not listed on Exhibit 2.2.21 shall be added to said list at the time of connection to the GHCWS.

- 2.2.22. “GHCSSS” means the Great Hawk Cooperative Sanitary Sewer System more particularly defined in the Deed of Facilities and Transfer of Operation Management of GHCSSS dated June 12, 1992 and recorded at Book 56 Page 283 of the Rochester Land Records and also further described in the Great Hawk Sanitary Sewer System Agreement dated November 1, 1972 and recorded in Book 38 Page 246 of the Rochester Land Records and the GHCSSS Connection Policies dated May 28, 2010 (together said documents are referred to as the “Cooperative Sewer System Documents”). The GHCSSS is a Limited Common Element serving certain Lots within the Association. This Limited Common Element serves those Lots referenced in the Cooperative Sewer System Documents who acquired an interest and right to use said system by way of their deed. The Lots benefitted by this Limited Common Element are subject to the rules, regulations, policies and procedures set forth in the Cooperative Sewer System Documents. A list of the Lots currently benefitted by the GHCSSS is attached hereto as Exhibit 2.2.22. Lots with a deeded right to connect to the GHCSSS that are not listed on Exhibit 2.2.22 shall be added to said list at the time of connection to the GHCSSS.
- 2.2.23. “Lot” shall mean any one or more numbered building lots delineated on the GHC Plan previously conveyed by the Declarant or the Association, subject to the Unified Protective Covenants, or which may hereafter be conveyed by the Association or its successor subject to the Unified Protective Covenants; also any such numbered building lot of which the Association of Declarant is the record legal title holder but which it has not so previously conveyed, provided located thereon is a completed home.
- 2.2.24. “Limited Common Element” means a portion of the Common Elements as defined in UCIOA and the Unified Protective Covenants allocated for the exclusive use of one or more but fewer than all of the Lots.
- 2.2.25. “Managing Agent” means any agent designated and employed by contract with the Association to provide administrative management and/or property management for the Association and the Common Elements.
- 2.2.26. “Meeting” means a Regular Meeting or Special Meeting of either the Association or the Board (as the context requires) that is noticed and held in accordance with these Bylaws.

- 2.2.27. “Member” shall mean a member of the Association. An “Owner” as defined in Article 2 of these Bylaws, automatically becomes a member of this Association when they become an Owner and cease to be a member when they no longer hold an Ownership Interest as defined in Article 2 of these Bylaws.
- 2.2.28. “Mortgage Holders” shall mean any holders of mortgages burdening any Lot of the GHC.
- 2.2.29. “Operating Expenses” means those expenses incurred by the Association for usual and customary current operations, administration and obligations of the Association, and for the management, maintenance, repair and replacement of the Common Elements.
- 2.2.30. “Operation and Maintenance Assessments” means Assessments for the costs of administration, management, operation, maintenance, replacement and repair incurred or to be incurred in the ordinary course of the business of the Association (other than Capital Assessments) approved by the Board as part of the Annual Budget or as a Special Assessment.
- 2.2.31. “Owner” means the owner or owners, or Ownership Entity, of a Lot or an Ownership Interest and whose name or names appear on the deed of said Lot in the Town of Rochester Land Records as the Owner of such Lot.
- 2.2.32. “Ownership Entity” means the Member that holds title to a Lot in the name of tenants by the entirety, joint tenants with right of survivorship, tenants in common, corporation, general or limited partnership, unincorporated association, limited liability company, trust or other entity or combination of entities.
- 2.2.33. “Ownership Interest” shall mean an Owner’s Interest in the Owner’s Lot plus such percentage of ownership interest in the Common Elements, as enumerated in the Unified Protective Covenants and Bylaws.
- 2.2.34. “Registered Agent” shall mean the agent of the Association for the receipt of legal notices and service of process upon the Association. The Registered Agent shall be Norm Christiansen or such other party that the Board may from time to time designate. The address of the registered agent is 583 Falcon Loop East, Rochester, Vermont 05767 and may change as and in the event that the Board changes the registered agent.
- 2.2.35. “Rules and Regulations” means such rules and regulations governing the operation and use of the GHC or any portion thereof, enacted by the Board on behalf of the Association.
- 2.2.36. “Special Assessment” means an assessment, other than an annual Assessment, for any costs of administration and management of the

Association and the management, maintenance, replacement and repair of the Common Elements.

2.2.37. “Special Meeting of the Association” shall have the definition ascribed to it in Section 6.2.1 hereto.

2.2.38. “Unified Protective Covenants” shall mean the Declaration of Unified Protective Covenants dated August 28, 1992 and recorded at Book 56 Page 406 of the Rochester Town Land Records which unified, restated and amended the Declaration of Protective Covenants running with the land made, published and declared by Great Hawk Corporation, a Vermont Corporation, by its document dated September 26, 1968, and entitled “Great Hawk Rochester, Vt. Protective Covenants,” received for record October 9, 1968 and recorded in Book 31, Page 571 of said Rochester Land Records, as amended by its document dated October 10, 1968 amending section 13 thereof, received for record November 8, 1968 and recorded in Book 35 Page 578 of said Land Records; and as further amendments of the same as shall validly be made under authority of Section 17 thereof as originally declared and recorded.

2.2.39. “Voting Interest” means the aggregate of the votes held by the Owners, as enumerated in the Unified Protective Covenants.

### 3. ADOPTION OF ASSOCIATION BYLAWS.

3.1. Adoption of Bylaws. The Bylaws are hereby adopted, established and declared, and shall govern the administration of the Common Elements of the GHC and the conduct and obligations of the Owners, and any and all Lots in the GHC now or hereafter made subject to the Unified Protective Covenants.

3.1.1. Powers and Duties. The Association shall have all of the powers and duties set forth in VCIOA, except as may be limited by the Unified Protective Covenants and these Bylaws, and all of the powers and duties reasonably necessary to operate and manage the GHC as set forth in the Unified Protective Covenants and these Bylaws.

3.1.2. Current Address. The business address of the Association shall be c/o The Great Hawk Owners Association, Inc., P.O. Box 315, Rochester, Vermont 05767 or such other address as the Board may from time to time designate.

3.1.3. Change of Registered Agent. The Board may change the Registered Agent by a resolution of the Board and filed with the Secretary of the Association, the Rochester Town Clerk and the Secretary of the State of Vermont.

4. GOVERNANCE.

- 4.1. The Association. The Association, acting by and through the Board (and its Officers) shall be responsible for the administration and management of the GHC in accordance with VCIOA, the Unified Protective Covenants and these Bylaws, including, without limitation:
- 4.1.1. Management, maintenance, operation and control of the Common Elements;
  - 4.1.2. Review, approval, adoption and amendment of the Annual Budget for the Common Elements and the Association;
  - 4.1.3. Levying and collecting Assessments;
  - 4.1.4. Adoption and enforcement of Rules and Regulations;
  - 4.1.5. Administration of and enforcement of the GHC Documents and the Bylaws;
  - 4.1.6. May impose charges for late payment of assessments and, after notice and a hearing, may impose reasonable fines for violations of the Unified Protective Covenants, Bylaws, and Rules of the Association.
  - 4.1.7. May impose reasonable charges for the preparation and recordation of amendments to the Unified Protective Covenants, resale certificates required by VCOIA, or statements of unpaid assessments.
  - 4.1.8. May provide indemnification for its officers and Board and maintain directors and officers liability insurance.
  - 4.1.9. Except to the extent limited by the Unified Protective Covenants, may assign its right to future income, including the right to receive assessments.
  - 4.1.10. May exercise any other power conferred by the Unified Protective Covenants or bylaws, or which is legally provided for similar entities or which is necessary and proper to govern and operate the association.
  - 4.1.11. May require that disputes between the Board and Lot Owners or between two or more Lot Owners regarding the common interest community must be submitted to nonbinding alternative dispute resolution as a prerequisite to commencement of a judicial proceeding.
  - 4.1.12. May suspend any right or privilege of a Lot Owner that fails to pay an assessment, but may not:
    - (a) deny a Lot Owner or other occupant access to the Owner's Lot;

- (b) suspend a Lot Owner's right to vote;
- (c) prevent a Lot Owner from seeking election as a director or officer of the Association; or
- (d) withhold services provided to a Lot or a Lot Owner by the Association if the effect of withholding the service would be to endanger the health, safety, or property of any person.

4.1.13. The Board shall provide notice to the Lot Owners of any legal proceeding in which the Association is a party other than proceedings involving enforcement of rules or to recover unpaid Assessments or other sums due the Association.

4.1.14. If a tenant of a Lot Owner violates the Unified Protective Covenants, Bylaws, or rules of the Association, in addition to exercising any of its powers against the Lot Owner, the Association may:

- (a) Exercise directly against the tenant the powers described in these Bylaws;
- (b) After giving notice to the tenant and the Lot Owner and allowing them an opportunity to be heard, levy reasonable fines against the tenant for any violation; and
- (c) Enforce any other rights against the tenant for the violation which the Lot Owner as landlord could lawfully have exercised under the lease or which the Association could lawfully have exercised directly against the Lot Owner, or both.

4.1.15. The Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of the Unified Protective Covenants, Bylaws, and Rules, including whether to compromise any claim for unpaid Assessments or other claim made by or against it. The Board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:

- (a) The Association's legal position does not justify taking any or further enforcement action;
- (b) The covenant, restriction, or rule being enforced is or is likely to be construed as inconsistent with law;
- (c) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or

- (d) It is not in the Association's best interests to pursue an enforcement action.
- 4.1.16. The Board's decision under subsection 4.1.15(d) of this section not to pursue enforcement under one set of circumstances does not prevent the Board from taking enforcement action under another set of circumstances, but the Board may not be arbitrary or capricious in taking enforcement action.
- 4.1.17. Such other duties, acts and authority as may, in the reasonable judgment of the Board, be appropriate to the safe, orderly and productive functioning of the Association including, but not limited to, the right to undertake all of the powers enumerated in §3-102 of VCIOA.
- 4.2. Administration. The Association shall be administered by such officers and/or agents as may be elected or appointed by the Owners in accordance with these Bylaws.
- 4.3. Ownership of Property; Liability. With the approval of the Board and subject to the restrictions of Section 4.4.1 below, the Board may:
- 4.3.1. Acquisition of Property. Acquire title to real or personal property, construct or develop real property or make such improvements to currently owned real property as the Owners determine to be in the interest of the Association.
- 4.3.2. Formation of Ownership Entities. Form a separate incorporated entity as either a Vermont profit or non-profit corporation as a wholly owned subsidiary of the Association to hold title to such property or improvements, and/or borrow money for the acquisition, development or construction of such property or improvements.
- 4.4. Decisions Requiring Approval by Members. The following actions by the Association shall only be legal and binding upon the Association and the Members upon approval by the Members present and voting at a regular or Special Meeting of the Association called for such purpose:
- 4.4.1. Capital Expenditures. A Capital Expenditure for a single acquisition or improvement, or a series of related acquisitions or improvements, requiring an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) or another amount approved by the Association from time to time (the "Capital Threshold") or more from the Capital Reserve Fund shall be subject to approval by a majority of a quorum of the Members at a Meeting of the Association.
- 4.4.2. Certain Borrowings by the Association. The borrowing by the Association to fund Capital Expenditures for a single acquisition or improvement, or a series of related acquisitions or improvements, in excess of the Capital

Threshold or more shall be subject to approval by a majority of a quorum of the Members at a Meeting of the Association.

4.4.3. Pledge of Right of Assessment. The assignment or pledge as collateral the right to future income, including but not limited to the right to receive assessments from all Owners for property or improvements that the Owners determine to be for the general benefit of the Members, subject to approval by a majority of a quorum of the Members at a Meeting of the Association.

4.4.4. Conveyance or encumbrance of Common Elements. No portion of the Common Elements may be conveyed or subject to a security interest by the Association unless eighty percent (80%) of the Owners entitled to vote agree to the action. Any agreement to convey Common Elements or subject them to a security interest must be executed in compliance with 27 V.S.A. § 3-112.

## 5. ASSOCIATION MEMBERS and NOTICE.

- 5.1. Notice of Ownership. Except for those Owners who initially purchase a Lot from the Declarant, any Owner or representative of an Owner shall furnish written notice of the purchase of a Lot to the Secretary of the Association within thirty (30) days after the date of the closing for the purchase. The notice shall include the Owners name, physical and mailing address, telephone number and email address.
- 5.2. Change of Ownership. If the Ownership of a Lot changes between the date of Notice and the date of a Meeting for which the Notice was given, it shall be the responsibility of the new Owner to notify the Secretary of the Association of the change in ownership. The new Owner shall provide their name, physical and mailing address, telephone number and email address.
- 5.3. Absence of Notice. Absent evidence of change of ownership satisfactory to the Secretary given at or prior to the Meeting, the Association shall have the right to rely upon the Ownership as of the date of notice of the Meeting.
- 5.4. Disputed Ownership. If there is a dispute of ownership, the Board may require a photocopy or certified copy or the recorded instrument vesting that person with an interest or ownership, or an opinion of counsel provided and paid for by the Owner, which instrument shall remain in the files of the Association.
- 5.5. Notice to Association. Such registered address of the Lot shall be furnished by the new Owner of such Lot within five (5) business days after transfer of title or after a change of address.
- 5.6. Form of Notice to and from Owners. The Association shall deliver any notice to be given to any Lot Owner by utilizing any mailing or electronic mail address a Lot Owner designates. Otherwise, the Association may deliver notices by:

- 5.6.1. hand delivery;
- 5.6.2. United States mail postage paid;
- 5.6.3. commercial delivery service to the mailing address of any Owner;
- 5.6.4. electronic means, including email or facsimile, if the Lot Owner has given the Association an electronic address; or
- 5.6.5. any other method reasonably calculated to provide notice to Lot Owner.

The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at an otherwise properly held meeting.

- 5.7. Absence of Owner's Address. In the absence of notice of a Lot Owner's address, the Association may use and rely upon the address listed for the Owner in the Grand List of the Town of Rochester.
- 5.8. Automatic Membership and Duration. Membership in this Association is a required incident of being an "Owner" as defined in Article 2 of these By-Laws. Every Owner is automatically a Member of this Association and every such future Owner upon becoming such shall automatically be a Member thereof. Such membership shall continue until such owner no longer meets the requirements of being a "Member" as that word is defined in Article 2, and upon ceasing to meet such requirements, that membership shall automatically terminate.

## 6. ASSOCIATION MEETINGS.

### 6.1. Annual Meeting.

- 6.1.1. The Annual Meeting of the Association shall be held at a designated location in the Rochester area on a Saturday no earlier than August 15<sup>th</sup> or later than August 31<sup>st</sup> at a place and time to be determined at the discretion of the Board or at such other time and date as shall be fixed by the Owners.
- 6.1.2. If the election of the Board shall not be held on the day designated herein for any Annual Meeting of the Association, or at any adjournment thereof, the Board shall cause the election to be held at a Special Meeting of the Association as soon thereafter as conveniently may be scheduled.
- 6.1.3. All Meetings of the Association shall be held at a time and place designated by the Board in its Notice of such Meeting. Attendance at any Annual or Special Meeting of the Association shall be in person or by proxy.

6.2. Special Meeting of the Association.

6.2.1. A “Special Meeting of the Association” shall be a meeting called to address any matter affecting the Association if either the President, a majority of the Board or Owners cumulatively having at least 20% of the votes in the Association request that the Secretary call such Special Meeting of the Association. If the Board does not notify Owners of the Special Meeting of the Association within thirty (30) days after 20% of the Owners request such Special Meeting of the Association, the requesting members may directly notify all the Owners of the Special Meeting of the Association pursuant to Section 6.3.2. Only the matters described in the meeting Notice may be considered at a Special Meeting of the Association.

6.3. Content of Notice of Special and Annual Meetings of the Association.

6.3.1. Notice. Notice of all Annual and Special Meetings of the Association shall be given by the Secretary of the Association to each Owner whose name or names appear as the Owner as of the date of such Notice, and to each of the Directors. The notice of the Meeting shall specify the time, date and place of the meeting, as well as the items on the agenda, including: a statement of the general nature of any proposed amendment to the Unified Protective Covenants or bylaws; any budget changes; and the proposal to remove an Officer or Director.

6.3.2. Time of Notice. Notice of an Annual Meeting or Special Meeting of the Association shall be given not less than ten (10) nor more than sixty (60) days prior to the date of the Meeting unless in case of a Special Meeting called due to emergency.

6.3.3. Quorum of Members. Except as otherwise provided in these Bylaws, a quorum, for the transaction of business at any Meeting of the Association, is present throughout any meeting of the Association if persons entitled to cast twenty percent (20%) of the votes in the Association: (1) are present in person or by proxy at the beginning of a meeting; (2) have cast absentee ballots solicited in accordance with 27A V.S.A. § 3-110(c)(4) and have been delivered to the secretary in a timely manner; or (3) are present by any combination of (1) and (2) above.

6.3.4. Exercise of Proxies. Members who have duly executed and filed Proxies in accordance with Section 6.4.2 of these Bylaws, shall be counted as present at a Meeting at which such Member, by written notice delivered to the Secretary of the Association, exercises such Proxy.

6.3.5. Less than Quorum. If less than a quorum is present at a Meeting, the Meeting shall be adjourned by those present to a later date, and Notice of the date, time, and place of such adjourned Meeting shall be given as

Notice of a Special Meeting of the Association in accordance with Section 6.3.1 of these Bylaws. Notwithstanding the foregoing, a quorum shall not be required at a meeting for the ratification of the Association's annual budget as set forth in Section 10.4.

6.4. Voting by Members. Except as otherwise expressly provided in these Bylaws:

6.4.1. Majority Vote. Members of the Association may vote at the Annual or any Special Meeting of the Association on any matter requiring a vote of the Association Members. A vote of more than 50% of the Members present in person or by proxy at which a quorum is present shall be required to approve any matter regularly before any Meeting of the Members.

6.4.2. Proxies. Every Member entitled to vote shall have the right to do so either in person, or by a proxy executed in writing by the Member or by their duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Association before a meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy. Nothing herein shall be construed to prevent the establishment and use of voting trusts as proxies for voting.

6.5. Multiple Owners of Lots.

6.5.1. Owner. For purposes of these Bylaws, the term "Member" shall mean the Owner or Owners of one or more Lots as of close of the Association accounting year or, in the event of a vote of the Members, the date of the meeting at which the vote is taken.

6.5.2. Ownership Entity. If title to a Lot is held by an Ownership Entity, such Ownership Entity shall be a single "Member" with respect to such Lot for purposes of these Bylaws, including, without limitation, voting for Directors and/or voting on any other matters requiring a vote of the Association.

6.5.3. Apparent Authority. At any meeting at which Lots owned by an Ownership Entity are voted, the Secretary may, in the absence of any written notice to the contrary, rely upon the apparent authority of the person voting the shares of the Ownership Entity, or the Secretary may, at his or her discretion, require evidence of the authority of the person voting the shares of the Ownership Entity including, without limitation, such evidence of authority.

6.6. Voting By Certain Members.

6.6.1. Spouses. Lots held jointly in the name of spouses are treated as owned by one Member and may be voted by either spouse.

- 6.6.2. Executor or Administrator. Lots held by a fiduciary such as an administrator, executor, guardian or conservator may be voted by such fiduciary, either in person or by proxy, without a transfer of such shares into his or her name. Lots standing in the name of a trustee may be voted by the trustee, either in person or by proxy, but no trustee shall be entitled to vote as a Member without a conveyance of the Lot into the Trust or the Trustee.
- 6.6.3. Receiver. A Lot held in the name of a receiver may be voted by such receiver, and a Lot held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his or her name if authority to do so be contained in the appropriate order of the Court by which such receiver was appointed.
- 6.6.4. Mortgagee. A Member whose Lot is mortgaged or pledged shall be entitled to vote as a Member until the Lot has been transferred into the name of the mortgagee or pledgee by a foreclosure or surrender of the equity or redemption of such Owner, and thereafter the mortgagee or pledgee shall be entitled to vote as a Member or as part of an Ownership Entity with respect to such Lot.
- 6.7. No Severance of Membership or Voting Rights. Membership and voting rights shall be part of, and shall not be severed from, or assigned or conveyed separately from, the ownership of a Lot. A deed conveying a Lot shall be deemed to include the conveyance of all right, title and interest of the Lot, including, without limitation, Membership in the Association. Any purported transfer or assignment of Membership or voting rights (other than by duly executed proxy) separate from the conveyance of the associated Lot shall be void *ab initio* and shall be of no force and effect.
- 6.8. Voting; proxies. Lot owners may vote at a meeting in person, by a proxy pursuant to subsection 6.8.2 of this section.
- 6.8.1. At a meeting of Lot owners, the following requirements apply:
- (a) Lot owners who are present in person may vote by voice vote, show of hands, standing, or any other method for determining the votes of Lot owners, as designated by the person presiding at the meeting.
  - (b) If only one of multiple owners of a Lot is present, that owner is entitled to cast all the votes allocated to that Lot. If more than one of the owners are present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the owners, unless the Unified Protective Covenants expressly provides otherwise. There is majority agreement if any one of the owners casts the votes allocated to the Lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the Lot.

(c) Unless a greater number or fraction of the votes in the association is required by this chapter or the Unified Protective Covenants, a majority of the votes cast determines the outcome of any action of the association.

6.8.2. The following requirements apply with respect to proxy voting:

(a) Votes allocated to a Lot may be cast pursuant to a directed or undirected proxy duly executed by a Lot owner.

(b) If a Lot is owned by more than one person, each owner of the Lot may vote or register protest to the casting of votes by the other owners of the Lot through a duly executed proxy.

(c) A Lot owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the association.

(d) A proxy is void if it is not dated or purports to be revocable without notice.

(e) A proxy is valid only for the meeting at which it is cast and any recessed session of that meeting.

(f) A person may not cast undirected proxies representing more than 15 percent of the votes in the association.

7. **DIRECTORS.** The Board currently consists of seven (7) Members. The term of each existing Director is as follows: Three (3) Directors' terms expire at the Annual Meeting in August, 2017; Four (4) Directors' terms expire at the Annual Meeting in August, 2018. At the Annual Meeting on August 19, 2017 the Members shall commence elections as set forth below.

7.1. **Number.** The Board shall continue to consist of Seven (7) Members. Each of whom will serve a two-year term, which terms will be staggered in such a way that on each even numbered year four (4) Directors will be elected and on each odd numbered year three (3) Directors will be elected.

7.2. **Election by Members.** Each year at the Annual Meeting of the Association, the Members shall elect Directors for a two-year term as set forth in Section 7.1 above, and shall vote a new Director for the remainder of any resigning or deceased director's term.

7.3. **Ownership of Lots.** A Director must be an Owner, or the duly authorized agent of an Ownership Entity, at all times during his or her term. In the event a Director sells and conveys all of his or her interest in any or all Lots owned by such Director during his or her term as Director, such sale and conveyance shall constitute an automatic resignation of such Director.

- 7.4. Failure to Attend Meetings. Any Director who, upon notice as provided herein, without excuse, fails or neglects to attend three successive Meetings of the Directors shall be deemed to have resigned from the Board, and the vacancy shall be filled as provided in Article 7.5 of these Bylaws.
- 7.5. Vacancies. Any vacancy on the Board may be filled by majority vote of the remaining Board members for the unexpired portion of any term, or, if earlier, until the next regularly scheduled election of Board members. (See 27A VSA §3-103(b)).
- 7.6. Powers and Duties of the Board. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and the Common Elements, which may be delegated to officers, managers or other agents as the Board sees fit. The powers and duties of the Board shall include, but not be limited to, the following:
  - 7.6.1. General Administration. General administration and management of the Association including, without limitation, the employment (and termination of employment) of property management agents, employees and independent contractors, and the contracting for services that the Board determines to be necessary or convenient for the proper management and administration of the GHC.
  - 7.6.2. Establishment of Property and Rental Management Agent. No Owner shall be required to rent his, her, or its Lot. Lots may be rented individually by the Owner or through a rental agent. To insure comprehensive and professional property management and to provide qualified, professional property management for the Owners, the Board, on behalf of the Association, shall have the authority to enter into a master property management agreement with a qualified professional management agent.
  - 7.6.3. Bank Accounts. Opening and maintaining one or more bank accounts on behalf of and in the name of the Association, and designating signatories for such accounts.
  - 7.6.4. Insurance. Obtaining and administering insurance on the Common Elements pursuant to the provisions of Section 9 of the Unified Protective Covenants, or, if greater in scope or coverage, such insurance as may be required by 27A V.S.A § 3-113.
  - 7.6.5. Directors and Officers Insurance. Providing for the indemnification of the Association's Officers and Directors and for the maintenance of Directors' and Officers' liability insurance.
  - 7.6.6. Allocation of Common Area Costs. Determination and allocation to and assessment of the Members for the costs and expenses incurred by the Association for the administration, management, repair, replacement and

improvement of the Common Areas, Common Elements and Limited Common Areas of the GHC.

- 7.6.7. Repairs and Improvements. Making of repairs, additions and improvements to or alterations of the Common Elements, and repairs to and restoration of the Common Elements in accordance with provisions of these Bylaws after damage or destruction resulting from any cause,
- 7.6.8. Budgets and Expenditures. Development and recommendation of a budget for the GHC, including the Common Elements, capital, replacement and improvement budgeting and expenditures.
- 7.6.9. Assessment and Collection. Assessment and collection from Owners of the costs and expenses (including assessments for capital, replacement and/or improvement funds) for operation, maintenance, repair or replacement of the Common Areas, Common Elements and Limited Common Areas, including the cost of all utilities and other services rendered to the GHC and not billed to the individual Owners.
- 7.6.10. Fees. Impose and receive payments, fees, fines, interest and other charges for: the use, rental or operation of the Common Elements; for the late payment of Assessments; and for violations of the Unified Protective Covenants, Bylaws, Rules and Regulations.
- 7.6.11. Administration and Enforcement of GHC Documents. The general administration and enforcement of the Unified Protective Covenants, these Bylaws and the Rules and Regulations including, without limitation, the commencement and prosecution, in the name of the Association, of actions to enforce compliance with the GHC Documents.
- 7.6.12. Litigation. The institution of, intervention in or defense of any litigation or administrative proceedings when such litigation or administrative proceeding is on behalf of the Association, in the name of the Association or pertains to two (2) or more Owners and regards matters affecting the GHC.
- 7.6.13. Property. Acquire, hold, encumber or convey in the Association's name any right, title or interest to real or personal property, including the granting of easements, permanent easements, leases, licenses and concessions for no more than one (1) year, through or over the Common Elements.
- 7.6.14. Contracts. The making of contracts and incurring of liabilities.
- 7.6.15. Other Powers. Exercise any and all other powers conferred upon the Board by VCIOA, by the state to legal entities in Vermont that are the same type of entity as the Association and by the Unified Protective Covenants and these Bylaws.

- 7.7. Limitation on Authority of the Board. Pursuant to 27A V.S.A. § 3-103(b), the Board shall not amend the Unified Protective Covenants, terminate the Association, elect members of the Board (except as provided in Section 7.5) or determine the qualifications, powers, duties or terms of office of Board members.
- 7.8. Fiduciary Duties. In conformity to 27A V.S.A. § 3-103(a), the Directors shall, in the performance of their duties, exercise the degree of care and loyalty required of an officer or director of a corporation organized under V.S.A. Title 11B.
- 7.9. Removal of Directors. A Director may be removed from office pursuant to the procedures described in Article 9.5 hereto.

## 8. BOARD MEETINGS.

- 8.1. Meetings of the Board. Meetings of the Board shall be held at such time and place as may be established, from time to time, by a majority of the members of the Board.
- 8.2. Notice of Meetings. Notice of meetings of the Board shall be given to each Director and to all Owners at least ten (10) days prior to the date of Board Meetings, stating the time, date, place and purpose of the meeting, except in the event of emergency.
- 8.3. Waiver of Notice. Attendance at any meeting shall constitute a waiver of notice thereof.
- 8.4. Open Meetings. Meetings of the Board shall be open to the Owners except during executive sessions. No final vote or action may be taken during an executive session. An executive session may be held only to:
  - 8.4.1. Consult with the Association's attorney concerning legal matters;
  - 8.4.2. Discuss existing or potential litigation or mediation, arbitration, or administrative proceedings;
  - 8.4.3. Discuss labor or personnel matters;
  - 8.4.4. Discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage; or
  - 8.4.5. Prevent public knowledge of the matter to be discussed if the Board or committee determines that public knowledge would violate the privacy of any person.
- 8.5. Incidental Gatherings. The Board and its members may not use incidental or social gatherings of board members or any other method to evade the open

meeting requirements of this section. A gathering of the Board at which the Directors do not conduct Association business is not a meeting of the Board.

- 8.6. Location of Meetings. Meetings of the Board may take place in any location agreed to by a majority of the Directors of the Board.
  - 8.6.1. At Meetings of the Board, the Board shall provide a reasonable opportunity for Owners to comment regarding any matter affecting the Association.
  - 8.6.2. If any materials are distributed to the Board before the meeting, the Board at the same time shall make copies of those materials reasonably available to Owners, except that the Board need not make available copies of unapproved minutes or materials that are to be considered in executive session.
  - 8.6.3. The Board may meet by telephonic, video, or other conferencing process if:
    - 8.6.3.1. The meeting notice states the conferencing process to be used and provides information explaining how Owners may participate in the conference directly or by meeting at a central location or conference connection; and
    - 8.6.3.2. The process provides all Owners the opportunity to hear or perceive the discussion and to comment on the proceedings.
    - 8.6.3.3. Instead of meeting, the Board may act by unanimous consent as documented in a record authenticated by all of the Directors, when such unanimous consent regards undertaking ministerial actions or implementing actions previously taken at a meeting of the Board. The secretary promptly shall give notice to all Owners of any action taken by unanimous consent.
    - 8.6.3.4. Even if an action by the Board is not in compliance with this Section 8, it is valid unless set aside by a court. A challenge to the validity of an action of the Board for failure to comply with this section may not be brought more than sixty (60) days after the minutes of the meeting at which the action was taken are approved or the record of that action is distributed to Owners, whichever is later.
- 8.7. Electronic Meetings. A Meeting of the Board may be held by telephone, interactive television, or by other similar electronic medium whereby all Directors may participate and be aware of the participation of all other Directors, provided:

- 8.7.1. The Secretary or the duly authorized agent of the Board holding such meeting shall arrange the electronic format for the Meeting, and shall coordinate the scheduling of the Meeting with the Directors;
- 8.7.2. The Notice of the electronic Meeting shall be distributed to all Owners, and shall include the time, place and date of the Meeting, arrangements shall be made by the Secretary to allow an Owner participation in the Meeting;
- 8.7.3. The Secretary shall be included in and keep minutes of the electronic Meeting; and
- 8.7.4. Participation by a Director in an electronic Meeting shall constitute attendance and presence by the Director at such Meeting, provided that a Director contacted for an electronic meeting may decline to participate in or be present at such meeting by so notifying the Secretary of the Meeting at the beginning of the Meeting, and discontinuing participation in the Meeting.
- 8.8. Voting by Directors. All business to be transacted at Meetings of the Board shall be voted upon by the Board. A majority vote of a quorum of the Directors present at the Meeting of the Board shall decide any question properly before the Board.
- 8.9. Quorum of Directors. At any Meeting of the Directors, a quorum shall be deemed present for purposes of determining the validity of any action taken at a meeting of the Board only if Directors entitled to cast fifty-one percent (51%) of the votes on the Board are present at the time a vote regarding that action is taken.
- 8.10. Attendance at Meeting. Unless otherwise provided in the Notice of the Meeting, to be present at a meeting, a Director must attend the Meeting in person. For purposes of determining a quorum at an electronic Meeting, attendance at the meeting shall be in the manner set forth in the Notice of the Meeting.
- 8.11. Adjournment if Less Than a Quorum. If less than a quorum is present at a Meeting, a majority of those present may adjourn the meeting to a future time, provided that notice of the date, time and place of such adjourned Meeting shall be given by the Secretary to each Director required to receive notice of the Meeting.
- 8.12. Advisory Committees. The Board may establish such committees as the Directors deem to be in the best interest of the Association (the "Advisory Committees"). Such committees shall serve solely as Advisory Committees and may be tasked with researching issues that pertain to the GHC and Association and providing reports and recommendations to the Board. Advisory Committees shall not be responsible for any decision-making or action. No decision-making or action by a Committee shall be binding on the Board or the Association unless and until approved by the Board or the Association, as necessary.

- 8.13. Compensation. No member of the Board shall receive any compensation for acting as a Director.
- 8.14. Liability of Directors.
- 8.14.1. Indemnification of Directors. The Association shall indemnify and hold harmless the Directors, against any mistake of judgment or contractual liability to others unless same shall have been made in bad faith.
- 8.14.2. Agency. Every contract, agreement or commitment made by the Directors or their agents or employees, shall be deemed to have been made on behalf of the Association; therefore, the Directors, the Declarant and their agents, employees and designees are acting as agents for the Association and shall have no personal liability hereunder for any such contract, agreement or commitment.
- 8.15. Fidelity Bonds, Directors and Officers Insurance. The Board may require or obtain a fidelity bond of or for any Director. The Board may obtain adequate officer and director insurance coverage, or other similar insurance coverage for all Officers and employees who are responsible for Association management or finances.

## 9. OFFICERS.

- 9.1. Principal Officers. The Association shall elect from among those Board members a President, who shall be Chairman of the Board, a Treasurer and a Secretary.
- 9.2. Other Officers. The Association may elect such other officers and designate their powers and duties as required to manage the affairs of the Association.
- 9.3. Powers and Duties. The Officers of the Association shall have the following powers and duties and such other powers and duties as the Board may delegate:
- 9.3.1. President. The President, shall, in general, supervise and control the business and affairs of the Association, execute and deliver, in the name of the Association, any contracts, checks, deeds, mortgages or other instruments that the Directors have authorized to be executed, and, in general, shall perform all duties customarily incident to the office of President and such other duties as may be prescribed by the Directors from time to time, preside over regular and Special Meetings of the Board or any meeting of the Association Members and perform such other functions as the Directors may lawfully assign to the President.
- 9.3.2. Secretary. The Secretary shall keep the minutes of all Meetings of the Board and all Annual and Special Meetings of the Association; ascertain, record and publicize the outcome of all votes taken at such meetings; maintain a register of names, addresses and phone numbers of all Association Members, and, upon request by the Association, a register of

all persons holding mortgages or other liens upon any Lot or any part of the Common Elements; and attend to the giving of all notices required by law and by these Bylaws. The Board may designate one or more Assistant Secretaries, who may act as Secretary of the Association in the absence of the Association Secretary.

9.3.3. Treasurer. The Treasurer shall keep the financial records of account of the Association and shall make an annual report to the Members at the end of the fiscal year. The Treasurer shall also keep an assessment roll and a separate account for each Owner and be responsible for sending statements or assessments to Owners. The Treasurer may delegate these duties to such managing agent as the Board may designate (the "Managing Agent").

9.4. Compensation. No Officer shall be entitled to compensation for performing duties as an Officer. However, the Members may, in their sole discretion, approve compensation for one or more of the Officers, and no such Officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director. Unless and until a salary or other compensation is established by resolution of the Directors, no Officer shall be entitled to receive a salary or other compensation from the Association. The Officers shall, in the performance of their duties, exercise the degree of care and loyalty required of an officer or director of a corporation organized under V.S.A. Title 11B.

9.5. Removal of Directors and Officers. Owners present in person, or by proxy, at any Meeting of the Association at which a quorum is present may remove any Director and any Officer elected by the Owners, with or without cause, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, but:

9.5.1. Owners may not consider whether to remove a Director or an Officer elected by the Owners at a Meeting of the Association unless that subject was listed in the notice of the Meeting; and

9.5.2. At any Meeting at which a vote to remove a Director or an Officer is to be taken, the Director or Officer being considered for removal must have a reasonable opportunity to speak before the vote.

## 10. FISCAL MANAGEMENT.

10.1. Fiscal Year. The fiscal (tax) year of the Association shall begin on July 1<sup>st</sup> of each year and end on June 30<sup>th</sup> of the succeeding year.

10.2. Budget. The Budget for any particular fiscal year shall include the funds determined by the Board to be required to administer, manage, operate and maintain the Association and the Common Elements of the GHC. The Annual Budget may also provide for the funding of a capital replacement and reserve (as set forth more fully herein).

- 10.3. Capital Budgeting. The Board may from time to time establish and include in the Annual Budget capital funding to provide a replacement reserve for the Common Elements, to undertake major replacement or repair of such Common Elements, to provide for such improvements to the Common Elements and acquisitions of new or replacement property, and/or to fund deficiencies or shortfalls in the Association operating account as the Directors deem to be in the interest of the Association (the "Capital Budget"), provided that in no event shall the aggregate of deposits in such capital improvement accounts exceed such amounts as the Directors, by resolution, determine from time to time to be appropriate and necessary to meet the needs of the Association.
- 10.3.1. Capital Assessments. Capital Budgets ratified by the Association shall be funded by Capital Assessments in accordance with these Bylaws.
- 10.3.2. Capital Accounts. The deposits into such Capital Budget accounts shall be held in interest bearing savings accounts in the name of the Association (the "Capital Accounts"). The interest from such Capital Accounts shall be used to increase the funds available in the Capital Account. Funds held in a Capital Account shall be the sole and exclusive property of the Association, and Capital Account funds shall not be returned to Owners upon sale of a Lot, nor shall amounts held in a Capital Account be credited to an Owner to offset Assessments, nor credited against any lien for unpaid Assessments arising pursuant to these Bylaws.
- 10.4. Adoption of Annual Budget. Annually, the Board shall be prepare and recommend a proposed budget for consideration by the Lot Owners at the Annual Meeting. Not later than 30 days after adoption of a proposed budget by the Board, the Board shall provide to all the Lot Owners a summary of the budget, including any reserves, and a statement of the basis on which any reserves are calculated and funded. The Board shall set a date, not less than ten (10) or more than sixty (60) days after the date the budget summary is sent to the Owners for a meeting of the Owners to ratify the budget. The budget shall be ratified, unless a majority of all the Owners rejects the budget, whether or not a quorum is present. If the budget is rejected, the budget last ratified by the Owners shall be in effect until the Owners ratify a budget proposed by the Board.
- 10.5. Amended Budgets. The Association may, at any time, propose an Amended Budget and/or Capital Budget for the Association for review, approval and/or amendment by the Members at a Special Meeting of the Association called for that purpose.
- 10.6. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Association to prepare or adopt an Annual Budget for any fiscal year, or the disapproval of an Annual Budget by the Members shall not constitute a waiver or release in any manner of an Owner's obligation to pay his, her, or its allocable share of any Assessment, Special Assessment or other dues and fees as herein provided whenever the same shall be determined, and, in the absence of any

Annual Budget or adjusted Annual Budget, Owners shall continue to pay their Assessments at the rate established for the previous fiscal year until the new Annual or adjusted Annual Budget shall have been adopted by the Association.

- 10.7. Assessments. Basis for Assessments. Assessments for the administration, management, operation, maintenance, repair and improvement of the GHC shall be made by the Association based upon the Annual Budget in accordance with of these Bylaws, together with such Special Assessments as may be approved by the Association in accordance with these Bylaws made annually and in advance.
- 10.8. Assessment Period. Unless otherwise approved or agreed by the Association, Assessments shall be made annually in advance. Such assessments shall be payable in such installments as may from time to time be established by the Directors.
- 10.9. Assessment of Owners.
  - 10.9.1. Notice of Assessment. Assessments, advising the Owner of such Assessments against their Lot, and giving such reasonable period of time as the Directors may establish for payment of the Assessments.
  - 10.9.2. Personal Obligations of Owners. Assessments upon a particular Lot shall be the joint, several and personal obligations of all of the Owners of such Lot.
- 10.10. Special Assessments. The Board, at any time, may propose a special assessment. Except as otherwise provided in subsection 10.11, the assessment is effective only if the Board follows the procedures for ratification of a budget described in subsection 10.4 and the Lot owners do not reject the proposed assessment.
- 10.11. Emergency Special Assessment. If the Board determines by a two-thirds vote that a special assessment is necessary to respond to an emergency, the special assessment becomes effective immediately in accordance with the terms of the vote. Notice of the emergency assessment must be provided promptly to all Lot owners; and the Board may spend the funds paid on account of the emergency assessment only for the purposes described in the vote.
- 10.12. GHCWS Assessment. Lots benefited by the GHCWS are subject to assessments for the administration, management, operation, maintenance, replacement, repair and improvement of the GHCWS based upon the Annual Budget in accordance with of these Bylaws, together with such Special Assessments as may be approved by the Association in accordance with these Bylaws made annually and in advance.
- 10.13. GHCSSS Assessment. Lots benefited by the GHCSSS are subject to assessments for the administration, management, operation, maintenance, replacement, repair and improvement of the GHCSSS based upon the Annual Budget in accordance with of these Bylaws, together with such Special Assessments as may be

approved by the Association in accordance with these Bylaws made annually and in advance.

10.14. Effect of Non-Payment of Assessment.

10.14.1. Delinquent Assessments. Any Assessment or fines not paid by the due date established by the Association shall constitute a Delinquent Assessment and a lien upon the Lot of the delinquent Owner.

10.14.2. Notice and Enforcement of Lien. If an Assessment is not paid within thirty (30) days after due date, the Directors may file a notice of lien in the Rochester Land Records. If any Owner owes a sum equal to at least three months' worth of Assessments, the Board may vote to bring an action at law against the Owner obligated to pay same or may bring an action to foreclose any lien against the Lot.

10.14.3. Interest and Attorneys' Fees. Owners shall be liable for any unpaid Assessment, interest thereon at such rate as may, from time to time, be established by the Directors (but in no event in excess of the maximum legal rate of interest chargeable under Vermont law), together with collection costs, and reasonable attorneys' fees.

10.14.4. No Waiver. Failure of the Association to give notice of lien or bring action to enforce the lien shall not constitute a waiver of the lien or impair the right of the Association to assert the lien against a subsequent Lot.

10.15. Notice to Prospective Purchasers.

10.15.1. Status of Lot Account. The Treasurer or, if so designated, the Managing Agent for the Association, shall, not later than ten (10) days following receipt of written notice of impending sale or conveyance of a Lot given by the Owner or the agent for the Owner, notify the Owner or the agent in writing of the status of the account of such Owner, including any delinquencies or penalties then outstanding. Such notice shall also contain a statement of the Owner's account for the current billing period, including the amount charged to the Owner for the billing period, the due date of payment, whether or not payment has been received and any advance payments made by the Owner.

10.15.2. Reliance by Purchaser. As long as a closing on the conveyance of the Lot occurs prior to the end of the then current billing period, the Lot purchaser may rely upon such written notice and the Association shall be estopped from claiming or assessing against such Lot purchaser any costs or expenses other than those set forth in the written notice of account; provided, however, that nothing herein shall affect or impair the right of the Association to collect any delinquent or unpaid assessments or fines from the selling Owner.

## 11. RULES AND REGULATIONS.

- 11.1. Adoption of New, Amended or Repealed Rules. The Board is authorized to adopt new, amend or repeal rules for the Association. Provided however, before the Board adopts, amends, or repeals any rule, the Board shall give all Owners notice of:
  - 11.1.1. Its intention to adopt, amend, or repeal a rule and provide the text of the rule or the proposed change; and
  - 11.1.2. A date on which the Board will act on the proposed rule or amendment after considering comments from Owners.
- 11.2. Notification of New, Amended or Repealed Rules. Following adoption, amendment, or repeal of a rule, the Board shall notify the Owners of its action and provide a copy of any new or revised rule(s).
- 11.3. Operating Procedures. The Association's internal business operating procedures need not be adopted as rules by the Board.
- 11.4. Reasonableness Test. Every rule must be reasonable.
- 11.5. Abatement of Violation. The violation of any of the Rules and Regulations adopted by the Board, or the breach of any provision of the Unified Protective Covenants or Bylaws shall give the Board the right, after Notice, except in case of an emergency, in addition to any other rights set forth in these Bylaws:
  - 11.5.1. To enter the Lot in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist therein) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Documents, and the Board shall not thereby be deemed liable for any manner of trespass; and
  - 11.5.2. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
- 11.6. Fines. By resolution and following notice, the Board may levy a fine for each day that a violation of the Unified Protective Covenants, Bylaws or Rules and Regulations persists after notice. The amount of the fine is at the discretion of the Board. The Board may take into consideration such matters as the seriousness of the violation and the reoccurrence of the violation in setting the fine.
- 11.7. Existing Rules and Regulations. Existing Rules and Regulations of the Association may be found on the Association's website.

12. BOOKS AND RECORDS.

12.1. The Association shall retain the following:

- 12.1.1. Detailed records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records;
- 12.1.2. Minutes of all meetings of its Owners and Board, a record of all actions taken by the Owners or Board without a meeting, and a record of all actions taken by an Advisory Committee on behalf of the Board or the Association;
- 12.1.3. The names of Owners in a form that permits preparation of a list of the names of all Owners and the addresses at which the association communicates with them, in alphabetical order, showing the number of votes each Owner is entitled to cast;
- 12.1.4. Its original or restated organizational documents, bylaws and all amendments to them, and all rules currently in effect;
- 12.1.5. All financial statements and tax returns of the Association for the past three years;
- 12.1.6. A list of the names and addresses of its current Board members and Officers;
- 12.1.7. Its most recent annual report delivered to the Vermont Secretary of State;
- 12.1.8. Financial and other records sufficiently detailed to enable the Association to comply with 27A V.S.A. §4-109;
- 12.1.9. Copies of current contracts to which it is a party;
- 12.1.10. Records of Board or Association actions to approve or deny any requests for design or architectural approval from Owners; and
- 12.1.11. Proxies, and other records related to voting by Owners for one year after the election, action, or vote to which they relate.
- 12.1.12. Subject to sections 12.2, all records retained by an Association must be available for examination and copying by an Owner or the Owner's authorized agent during reasonable business hours or at a mutually convenient time and location; and
- 12.1.13. Upon five days' notice in a record reasonably identifying the specific records of the Association requested.

- 12.2. Notwithstanding the foregoing, records retained by the Association may be withheld from inspection and copying to the extent that they concern:
  - 12.2.1. Personnel, salary, and medical records relating to specific individuals;
  - 12.2.2. Contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated;
  - 12.2.3. Existing or potential litigation or mediation, arbitration, or administrative proceedings;
  - 12.2.4. Existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Unified Protective Covenants, bylaws, or rules;
  - 12.2.5. Communications with the Association's attorney which are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;
  - 12.2.6. Information the disclosure of which would violate law other than VCIOA;
  - 12.2.7. Records of an executive session of the Board; or
  - 12.2.8. Individual Lot files other than those of the requesting Owner.

13. GENERAL PROVISIONS.

- 13.1. Effective Date. These Bylaws shall be effective as of the date of recording of the same in the Rochester Land Records.
- 13.2. Severance. The rights, interests and obligations of each Owner in the Common Elements shall run with the land and be inherent in the title to the Lot. No Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to any Lot without including all rights and interests of such Owner in the Common Elements. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests so omitted, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Common Elements appurtenant to a Lot may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Lot to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Common Elements.
- 13.3. Applicable Laws. The Unified Protective Covenants, these Bylaws and the Rules and Regulations adopted hereunder are in addition to, and not in lieu of, the rights and obligations provided for by VCIOA and by other applicable laws which inure to the benefit of and are binding upon any person affected thereby.

- 13.4. Saving Provision. The invalidity of any provision of these Bylaws shall not be deemed to impair or affect in any manner the validity or effect of the remainder of these Bylaws. In the event any of the provisions of these Bylaws are inconsistent with any of the provisions of VCIOA, the provisions of these Bylaws shall prevail unless statutory provisions shall be mandatory or the provisions herein are invalidated by legal proceedings.
- 13.5. No Waiver. No provision contained in these Bylaws shall be deemed to have abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 13.6. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way limit or affect the scope of the Bylaws or the intent of any provision hereof.
- 13.7. Gender. The use of the masculine in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.
- 13.8. Binding Effect. These Bylaws shall be binding upon and inure to the benefit of the Declarant and each and every party acquiring ownership or an interest in any Lot subject to the Unified Protective Covenants and their heirs, successors and assigns.

14. EFFECT AND AMENDMENT OF BYLAWS.

- 14.1. Amendment by Owners. Except as otherwise provided in these Bylaws, the Unified Protective Covenants or VCIOA, these Bylaws may be amended by a sixty-seven percent (67%) majority vote of the Owners entitled to vote which are cast, in person or by proxy, at a Meeting duly held in accordance with the provisions of these Bylaws.
- 14.2. Recording of Amendment. No amendment to these Bylaws shall be valid unless set forth as an amendment or restatement, as the case may be, of these Bylaws and duly recorded in the Rochester Land Records.
- 14.3. These Bylaws shall constitute the sole and exclusive Bylaws of the Association. All prior Bylaws are hereby superseded by these Bylaws.

15. ARCHITECTURAL REVIEW.

- 15.1. Purpose. The purpose of the Architectural Review Board (“ARB”) is to implement and enforce Sections 1 and 2 of the Unified Protective Covenants and to establish a procedure for the ARB to carry out its responsibilities under the Unified Protective Covenants and to review, modify, approve or disapprove all landowner applications for initial construction, improving existing structures, landscaping, or otherwise altering their land or buildings in the GHC.

- 15.2. **Members; Quorum.** The ARB shall consist of three (3) members appointed by the Board for a two (2) year term. The ARB membership shall conform to Section 1 of the Unified Protective Covenants which requires that the ARB shall be a standing committee of the Board. Therefore, each ARB committee member shall also be a Director; and a quorum shall be a majority of ARB members.
- 15.3. **Aesthetic Conditions.** Pursuant to Section 14 of the Unified Protective Covenants, each Owner acknowledges as an essential incident to her or his purchase of a Lot in the GHC, that the Association is desirable and will be beneficial to all Owners in order to preserve and promote the character and living conditions in the GHC. The aesthetic conditions, or character of development in the GHC to be utilized by ARB is the character, intensity and aesthetics of the GHC set forth in the Unified Protective Covenants as amended. Aesthetic conditions shall be applied by the ARB in reviewing all applications. The GHC is heavily forested and many of its members homes are, to a great extent, not visible from the road, common land or private land in the GHC. In reviewing a proposed project, the ARB shall approve any application, which in its judgment, is designed in accordance with generally accepted design principles and is architecturally consistent and/or compatible with the surrounding architecture in terms of style, materials and color, and further provided the proposed structure is unobtrusively sited and suitably landscaped.
- 15.3.1. The terms “consistent” and “compatible” do not mean “same as” or “identical to” and are intended to provide the landowner with a range of design options based on generally recognized design principles under the umbrella of “compatible” or “consistent” styles.
- 15.3.2. A proposed structure is unobtrusively sited if it makes maximum use of the topography and natural vegetation so as to blend with the background as much as possible.
- 15.3.3. The term “suitably landscaped” shall mean landscaping done in accordance with generally accepted landscaping design principles within the GHC.
- 15.3.4. The terms “unobtrusively sited” and “suitably landscaped” do not mean hidden from view or equivalent and the ARB shall take into account how any landscaping plan will look after five years of growth.
- 15.4. **Threshold for Review.** Reference is made to Section 2 of the Unified Protective Covenants. The ARB must review all plans for construction, additions, and all other types of site improvements, including, but not limited to structures or buildings of any kind or exterior appurtenances. The terms structures, buildings or exterior appurtenances shall be given their ordinary and customary meaning. Owners must apply to the ARB for approvals prior to commencement of construction or improvements required pursuant to Section 2 in the Unified

Protective Covenants. Without ARB approval, a land owner proceeds at his or her own peril and subject to an enforcement action by the Board or any Owner. ARB approval is not required for improvements to the interior of a building such as kitchen or bath renovations, attic or basement renovations, unless these improvements cause a change to the exterior of the building, in which only the exterior changes need prior ARB approval.

15.5. Application Procedure.

15.5.1. Preliminary Conference. Prior to filing an application, the applicant is urged to arrange a preliminary conference with the ARB. The purpose of the conference is to:

- (a) serve as notification of the applicant's intent to develop or modify a Lot;
- (b) convey to the ARB the concepts and purpose of the proposed development or improvements;
- (c) inform the applicant of the approval process, special concerns of the ARB and specific requirements for preliminary approval; and
- (d) determine whether the proposed project is sufficiently minor and/or unobtrusive so as to justify modifying the application process described below by deleting irrelevant plans and information requirements from the application process.

The ARB may in its sole discretion grant preliminary approval to a minor project at the preliminary conference. The ARB may impose reasonable conditions in its letter of preliminary approval.

15.5.2. Application Requirements. An Owner shall submit a signed cover letter describing the improvement project and send it to the ARB. This letter shall be accompanied with architectural or construction or landscape plans to adequately inform the ARB of the details of the proposed project. The ARB shall review the application and, within fourteen (14) days, advise the Owner in writing of any additional information which is required to complete the application.

15.5.3. Project Deposit. After review of the application and prior to granting preliminary approval the ARB may request that the Owner pay a deposit for the project (the "Project Deposit"), which shall be held by the ARB as security for the Owner's compliance with the ARB application process and Article 15. Provided that the Owner is in compliance with Article 15 and the ARB's requirements for the project the Project Deposit shall be returned to the Owner within thirty (30) days after the ARB completes its Final Inspection. In the event an Owner fails to comply with Article 15 and the ARB's requirements for the project the ARB may retain the Project Deposit in addition to pursuing any enforcement action pursuant to

Section 15.8. The Project Deposit shall not limit the ARB's rights of enforcement including but not limited to assessing additional fines and collecting damages.

15.5.4. Preliminary Approval. As soon as the ARB deems the Owner's application complete, the ARB shall review the completed application and issue a written preliminary approval or denial with forty five (45) days from the date of receipt of the completed application. Failure of the ARB to issue a written denial within this prescribed time shall constitute a preliminary approval of the application. Any preliminary approval shall be conditioned upon a construction start date in accordance with an approved construction schedule which shall be within six (6) months from the date of approval. Construction and all landscaping shall be completed within one (1) year from the date of the construction start date. Failure to initiate construction within six (6) months shall invalidate the preliminary approval and necessitate a resubmittal. The ARB may extend the time provisions for application or construction in writing upon request of the applicant for good cause shown. No preliminary approval shall be deemed to have been granted unless authorized in writing by the ARB. Pertinent documents, plans, drawings, etc., shall be stamped, dated and signed.

15.5.5. Denial of Application. The ARB may withhold preliminary approval of any application for any of the following reasons:

- (a) failure of such application to comply with the requirements set forth in the Association's Bylaws, or failure to obtain the approval of any governmental agency having jurisdiction;
- (b) Applicant's failure to respond to additional information requested by the ARB;
- (c) Reasonable objection to the exterior design, appearance or materials or any proposed project on the grounds they do not comply with the aesthetics conditions stated in these Bylaws;
- (d) Objection to the grading plan, landscaping plan and amount of disturbance to existing vegetation;
- (e) Objection to the color scheme, finishing proportions, style of architecture, height or appearance of any proposed project on the grounds they do not reasonably comply with the aesthetics conditions set forth in the Bylaws; and
- (f) Any other matter which, in the judgment of the ARB, would render the proposed project incompatible with the aesthetics conditions set forth in the Bylaws.

In the event the ARB shall deny any application, the notice of denial shall clearly set forth to the applicant the grounds upon which the denial is based. The ARB shall make reasonable efforts to assist and advise the applicant as to the necessary revisions to allow approval of resubmitted or amended application. The ARB shall advise the applicant of the appeal rights described in Section 15.6 of these Bylaws.

15.5.6. Approval Considerations. In considering any application, the ARB must find the following:

15.5.6.1. Pertaining to the Structure. The proposed structure conforms to the Unified Protective Covenants including the setback requirements of Section 6 of the Unified Protective Covenants and the aesthetic conditions described in the Unified Protective Covenants and Section 15.3 of these Bylaws.

15.5.6.2. Pertaining to the Surroundings.

- (a) All exterior lighting must be in aesthetically acceptable locations, with no exterior lighting in excess of 100 watts per lamp;
- (b) Driveways, walks, and other approaches to buildings are aesthetically acceptable. Driveways must not exceed fourteen (14) feet in width or be less than ten (10) feet from the adjoining lot owners' property line;
- (c) Ground surrounding the house will be suitably landscaped consistent with the aesthetic conditions;
- (d) Tree cutting and clearing on the lot is restricted to an area within twenty (20) feet from the exterior limits of the structure. No further tree cutting of trees four (4) inches or more in diameter at four (4) foot height without written authorization of the ARB is permitted. Any additional tree removal needed for construction may be required by the ARB to be replaced at the landowner's expense. Reference is made to Section 12 of the Unified Protective Covenants; and
- (e) Natural ground areas disturbed during house or driveway construction, resulting in a slope condition greater than 1 to 5 ratio, but in no event greater than 1 to 2 shall be sodded, seeded and mulched, paved or otherwise stabilized to prevent erosion within thirty (30) days after occupancy provided such occupancy takes place during the period from May 1 through

September 1, otherwise prior to June 1 of the next subsequent year.

15.5.6.3. Other Conditions.

- (a) The exterior of the house shall be completed within a twelve-month period from start of construction;
- (b) The Lot shall be graded as indicated on the plans and specifications and all construction debris and landscape scars caused by construction be removed or regarded two months after completion of the house (if the house is completed during the winter, thus precluding immediate landscaping and cleaning being complete, the time may be extended to the June 1 following. All exterior work must be completed by that date); and
- (c) The Owner and builder agree to comply with all rules, regulations and recommendations made in advance of the ARB.

15.5.7. Administrative Requirements. The following notifications and procedures shall be required by respective parties during construction phases of the approved project:

- (a) Notice of construction start (by applicant to ARB);
- (b) Request for approval of any exterior changes during construction must be made to the ARB prior to modification (by applicant);
- (c) Periodic inspections shall be made during construction (by ARB with notification to applicant);
- (d) Notice of construction completion (by applicant); and
- (e) Final inspection of project and any remediation (by ARB).

15.5.8. Final Approval. In the event the ARB determines that the project does not comply with the approved plans and specifications or is found to violate the Unified Protective Covenants, final approval will be withheld. The ARB shall notify the applicant in writing of the denial of final approval and the reasons therefore. Denial of final approval may be based on the reasons set forth in these Bylaws or the Owner's refusal to permit entry on the Lot if such entry is necessary to the ARB decision.

- 15.6. Appeals. Any applicant dissatisfied with the ARB's refusal to grant preliminary or final approval of a plan may, within sixty (60) days of the date of the denial, appeal in writing, to the Board who shall issue their written decision within forty five (45) days after receipt of the appeal. If the Board denies preliminary or final approval of a plan, they shall state their reasons in writing. If the Board fails to issue its written decision with forty five (45) days of receiving the written request for review, then the application shall be deemed to have received the preliminary or final approval which is the subject of the appeal. A decision of the ARB or Board shall be final and enforceable if not timely appealed. If any applicant fails to comply with a decision of the ARB or Board the Board shall have the right to pursue enforcement of the decision and these Bylaws. In any case of enforcement the applicant/Owner shall be responsible for the Board's costs and expenses, including but not limited to attorney fees.
- 15.7. Notice. Any notice required to be given to the ARB or the Board shall be sent to: ARB/GHOA Board of Directors (as the case may be), Box 315, Rochester, Vermont 05767. If the notice relates to a notice of appeal, the notice shall be given within sixty (60) days of receiving the written decision which is the subject of the appeal. Time shall be counted as provided in the Vermont Rules of Civil Procedure. Notice by any party shall be deemed given on the date of the postmark, certified mail receipt, fax transmission or express courier receipt.
- 15.8. Enforcement. In addition to retaining the Project Deposit for an Owner's violation of Article 15, the ARB or the Board may enforce the requirements of Article 15 by appropriate legal proceedings, either at law or in equity, that the Board deems appropriate, including but not limited to, imposing fines and filing an action in Vermont Superior Court against an Owner. Any fine imposed by the ARB or Board shall constitute a lien on the subject Lot.

16. GREAT HAWK COOPERATIVE WATER SYSTEM.

As set forth in Section 2.2.21 the GHCWS is a Limited Common Element serving those Lots set forth in Exhibit 2.2.21 and any Lot that is connected to the GHCWS in the future. The Lots benefited by the GHCWS are subject to GHCWS Assessments and the rules, regulations, policies and procedures set forth in the Cooperative Water System Documents. Maps of the GHCWS and all individual sub-systems, as well as original sketches of the water lines within most Lots, are maintained by the Board and are available in the office of the Association. Owners and/or contractors should consult these maps before any digging is performed within GHC.

- 16.1. Governance. The Board shall govern the GHCWS. All actions of the GHCWS shall be carried out by the Board, including but not limited to, enforcement of all rules, regulations, policies and procedures as set forth in these Bylaws and the Cooperative Water System Documents.

- 16.2. **GHCWS Equipment.** The GHCWS Equipment shall include all wells currently in existence or which are drilled in the future that serve the GHCWS, pumps, water lines, pressure tanks, control houses, and all other equipment associated with the GHCWS. GHCWS Equipment shall not include any water related equipment located within an Owner's dwelling or building located on a Lot.
- 16.3. **Responsibilities.** The GHCWS through the Board shall be responsible for carrying out all maintenance, repairs and replacement of GHCWS Equipment. The GHCWS shall also be responsible for testing the water supplied in the GHCWS annually and treating such water if necessary. The GHCWS shall have no responsibility for the maintenance, repair and replacement of water related equipment within an Owner's dwelling or other building on a Lot, including but not limited to testing for contaminants that may result from contamination within the Owner's dwelling. Owners are responsible for keeping all water-related equipment within their dwellings and buildings located on their Lot in good working order. Owners are responsible for ensuring that Lot improvements do not adversely impact the GHCWS.
- 16.4. **Access.** The GHCWS, through the Board, reserves the right to enter upon any Lot and access any GHCWS Equipment at any time for purposes of inspection, maintenance, repair and replacement. Owners shall not deny, impede, or prevent the Board from accessing GHCWS Equipment. In the event of an emergency or scheduled maintenance or repair the GHCWS reserves the right to temporarily shut off the water supply to a dwelling.

17. **GREAT HAWK COOPERATIVE SANITARY SEWER SYSTEM.**

As set forth in Section 2.2.22 the GHCSST is a Limited Common Element serving those Lots set forth in Exhibit 2.2.22 and any Lot that is connected to the GHCSST in the future. The Lots benefited by the GHCSST are subject to GHCSST Assessments and the rules, regulations, policies and procedures set forth in the Cooperative Sewer System Documents.

- 17.1. **Governance.** The Board shall govern the GHCSST. All actions of the GHCSST shall be carried out by the Board, including but not limited to, enforcement of all rules, regulations, policies and procedures as set forth in these Bylaws and the Cooperative Sewer System Documents.
- 17.2. **GHCSST Equipment.** The GHCSST Equipment shall include all septic tanks, piping, leach fields and all other equipment associated with the GHCSST currently in existence or which are installed in the future that serve the GHCSST as more particularly set forth in the Cooperative Sewer System Documents. GHCSST Equipment shall not include any sewer related equipment located within an Owner's dwelling or building located on a Lot.

- 17.3. Responsibilities. The GHCSSS through the Board shall be responsible for carrying out all maintenance, repairs and replacement of GHCSSS Equipment. The GHCSSS shall have no responsibility for the maintenance, repair and replacement of sewer related equipment within an Owner's dwelling or other building on a Lot. Owners are responsible for keeping all sewer-related equipment within their dwellings and buildings located on their Lot in good working order. Owners are responsible for ensuring that Lot improvements do not adversely impact the GHCSSS.
- 17.4. Access. The GHCSSS, through the Board, reserves the right to enter upon any Lot and access any GHCSSS Equipment at any time for purposes of inspection, maintenance, repair and replacement. Owners shall not deny, impede, or prevent the Board from accessing GHCSSS Equipment. In the event of an emergency or scheduled maintenance or repair the GHCSSS reserves the right to temporarily shut off an Owner's use of the GHCSSS.
- 17.5. Conflict. If there is any conflict between Article 17 of these Bylaws and the Cooperative Sewer System Documents, the Cooperative Sewer System Documents shall govern.

The undersigned hereby certifies that the Amended and Restated Bylaws of the Great Hawk Owners Association were adopted pursuant to a vote of the Owners entitled to vote thereon at a Meeting held on August 19, 2017.

GREAT HAWK OWNERS ASSOCIATION

By: \_\_\_\_\_

Barbara Shenton, Secretary

Exhibit 2.2.21.

**GHCWS LOT LIST**

<b>Sys. #</b>	<b>Lot#</b>	<b>911 Address</b>	<b>Control House</b>	<b>Power Meter</b>
<b>1</b>	24A	<b>168 Osprey Run</b>	<b>Control House</b>	
<b>2</b>	49	<b>1559 Austin Hill Road</b>	<b>Control House</b>	Y
	53	1601 Austin Hill Road		
	55	1645 Austin Hill Road		
<b>3</b>	46	<b>1467 Austin Hill</b>	<b>Control House</b>	Y
	47	67 Falcon Loop West		
<b>4</b>	19	<b>141 Great Hawk Road</b>	<b>Control House</b>	Y
	34	238 Great Pond Road		
	35	252 Great Pond Road		
<b>5</b>	43	<b>51 Great Pond Road</b>	<b>Control House</b>	Y
<b>6</b>	37	<b>295 Great Pond Road</b>	<b>Control House</b>	Y
	39	185 Great Pond Road		
<b>7</b>	6	<b>208 Great Hawk Road</b>	<b>Control House</b>	Y
	5	497 Great Hawk Road		
	9	109 Osprey Run		
	25	17 Osprey Run		
<b>8</b>	79	<b>87 Falcon Loop East</b>	<b>Control House</b>	Y
	78	89 Falcon Loop East		
	80	51 Falcon Loop East		
<b>9</b>	26	<b>153 Osprey Run</b>	<b>Control House</b>	Y
	27	191 Osprey Run		
<b>10</b>	T24	<b>322 Access Road</b>	<b>Control House</b>	Y
	T25	314 Access Road		
	T29	252 Forest Lane		
<b>11</b>	T17	<b>54 Pine Lane</b>	<b>Control House</b>	
	T13	109 Access Road		
	T15	74 Pine Lane		
<b>12</b>	T49	<b>640 Maple Hill</b>	<b>Control House</b>	Y
	T2	730 Maple Hill		
	T5	838 Maple Hill		
	T8	807 Maple Hill		
<b>13</b>	13	<b>500 Great Hawk Road</b>	<b>Control House</b>	
	12	497 Great Hawk Road		
<b>14</b>	T19	<b>23 Forest Lane</b>	<b>Control House</b>	Y
	T20	111 Forest Lane		
	T33	112 Forest Lane		
	T34	80 Forest Lane		
<b>15</b>	65	<b>256 Falcon Loop East</b>	<b>Control House</b>	Y
	64A	306 Falcon Loop East		
	64	338 Falcon Loop East		

16	74	<b>243 Falcon Loop East</b>	<b>Control House</b>	
	65A	212 Falcon Loop East		
	66	184 Falcon Loop East		
17	82	<b>263 Sparrow Hawk Road</b>	<b>Control House</b>	
	68	219 Sparrow Hawk Road		
	97	235 Upper Sparrow Hawk Road		
18	56	<b>217 Falcon Loop West</b>	<b>Control House</b>	Y
	50	145 Falcon Loop West		
19	22	<b>1338 Austin Hill</b>	<b>Control House</b>	
20	84	<b>317 Sparrow Hawk Rd</b>	<b>Control House</b>	
21	90	<b>34 Upper Sparrow Hawk Road</b>	<b>Control House</b>	
22	69A	<b>155 Sparrow Hawk Road</b>	<b>Control House</b>	
	70	153 Sparrow Hawk Road		
24	73	<b>391 Falcon Loop East</b>	<b>Control House</b>	
25	94	<b>246 Upper Sparrow Hawk Road</b>	<b>Control House</b>	
	93	144 Upper Sparrow Hawk Road		
27	88	<b>356 Sparrow Hawk Road</b>	<b>Control House</b>	
	87	304 Sparrow Hawk Road		
28	105	<b>764 Upper Sparrow Hawk Road</b>	<b>Control House</b>	
	106	800 Upper Sparrow Hawk Road		
30	M8	<b>385 Access Road</b>	<b>Control House</b>	Y
	M4	72 Meadow Hawk Lane		
	M5	30 Meadow Hawk Lane		
	M7	107 Meadow Hawk Lane		
34	96	<b>340 Upper Sparrow Hawk Road</b>	<b>Control House</b>	
(wellhead)	98	<b>34 Upper Sparrow Hawk Road</b>		

Exhibit 2.2.22

**GHCSSS LOT LIST**

<b>Lot #</b>	<b>911 Hawk Address</b>	<b>Sewer System</b>
34	238 Great Pond Road	Great Hawk Sector
68	219 Sparrow Hawk Road	Great Hawk Sector
70	153 Sparrow Hawk Road	Great Hawk Sector
73	391 Falcon Loop East	Great Hawk Sector
82	263 Sparrow Hawk Road	Great Hawk Sector
84	317 Sparrow Hawk Rd	Great Hawk Sector
86	264 Sparrow Hawk Road	Great Hawk Sector
87	304 Sparrow Hawk Road	Great Hawk Sector
88	356 Sparrow Hawk Road	Great Hawk Sector
89	368 Sparrow Hawk Road	Great Hawk Sector
90	34 Upper Sparrow Hawk Road	Great Hawk Sector
91	64 Sparrow Hawk Road	Great Hawk Sector
93	144 Upper Sparrow Hawk Road	Great Hawk Sector
94	246 Upper Sparrow Hawk Road	Great Hawk Sector
95	247 Upper Sparrow Hawk Road	Great Hawk Sector
96	340 Upper Sparrow Hawk Road	Great Hawk Sector
97	235 Upper Sparrow Hawk Road	Great Hawk Sector
99	309 Upper Sparrow Hawk Road	Great Hawk Sector
101	415 Upper Sparrow Hawk Road	Great Hawk Sector
104	509 Upper Sparrow Hawk Road	Great Hawk Sector
105	764 Upper Sparrow Hawk Road	Mountain Sewer
106	800 Upper Sparrow Hawk Road	Mountain Sewer
24A	168 Osprey Run	Great Hawk Sector
69A	155 Sparrow Hawk Road	Great Hawk Sector
72A	389 Falcon Loop East	Great Hawk Sector
M2	1219 Austin Hill	Martin Sewer
M4	72 Meadow Hawk Lane	Martin Sewer
M5	30 Meadow Hawk Lane	Martin Sewer
M7	107 Meadow Hawk Lane	Martin Sewer
M8	385 Access Road	Martin Sewer
T13	109 Access Road	Martin Sewer
T33	112 Forest Lane	Martin Sewer