

56/406

**DECLARATION OF UNIFIED PROTECTIVE COVENANTS**

of the

**Great Hawk Colony**

Rochester, Vermont

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

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

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

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

WHEREAS for the sake of clarity and simplicity in the remainder of this document, the Premises hitherto referred to as either "Great Hawk", or "Great Hawk - Martin Sector", or as the "Great Hawk Development" and also known as the "Great Hawk Colony") shall each and all hereafter be referred to as the Great Hawk Colony; and

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

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

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

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

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

1. ARCHITECTURAL REVIEW BOARD:

There shall be a standing committee of the Board of Directors of the Great Hawk Owners' Association, Inc. to be called the "Architectural Review Board". Its membership and mission shall be determined by the Bylaws of the Great Hawk Owners' Association, Inc. as they shall from time to time be amended.

2. APPROVAL FOR NEW STRUCTURES, IMPROVEMENTS OR MODIFICATIONS:

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

3. BUILDING and PROFESSIONAL CODES:

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

4. RESIDENTIAL USE:

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

5. COMMERCIAL USE:

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

6. SETBACK:

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

- A. In the Original Sectors: no building or structure, or any part thereof, shall be erected on any of the said lots in the Great Hawk Colony the outside walls of which shall be less than twenty-five (25) feet from any street or road or twenty-five (25) feet from the side or rear boundary lines of the said lot. Said setback rules are subject to change or amendment by federal, state or municipal statutes and regulations.
- B. In the Martin Sector: no building or structure, or any part thereof, shall be erected on any of the said lots in the Great Hawk Colony the outside walls of which shall be less than forty (40) feet from any street or road or twenty-five (25) feet from the side or rear boundary lines of the said lot. Said setback rules are subject to change or amendment by federal, state or municipal statutes and regulations.

7. SUBDIVISION:

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

8. OUTBUILDINGS, TRAILERS and OTHER VEHICLES:

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

9. TEMPORARY BUILDINGS:

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

10. SIGNS:

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

11. MAINTENANCE:

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

12. TREE CUTTING:

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

13. THE COMMON LANDS:

By QUIT CLAIM DEED dated January 16, 1981, recorded at Rochester, Vermont, Town Offices in Book 42, Page 442 on February 4, 1981, Hawk Mountain Corporation (having merged with Great Hawk Corporation) released all right and title which Hawk Mountain Corporation, its successors and assigns, had in and to certain pieces of land, commonly known as the "Common Lands" as shown on various plans and maps specified in said QUIT CLAIM DEED to the Great Hawk Owners' Association, Inc., its successors and assigns. Said Common Lands are to be held or developed or improved by said Association in such a way as to enhance and protect the entire Great Hawk Colony and for the benefit of all lot owners in the said Great Hawk Colony. Each of the owners and purchasers expressly acknowledges the benefit of such Common Lands to each of them individually and to the Great Hawk Colony and agrees to the terms thereof by the acceptance of a deed of conveyance and by becoming a lot owner within the Great Hawk Colony.

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

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

14. ASSOCIATION OF OWNERS:

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

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

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

15. ANIMALS:

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

16. ENFORCEMENT:

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

17. AMENDMENTS and MODIFICATION:

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

18. VALIDITY:

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

19. LIEN:

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

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DATED at Rochester, Vermont, this 28 day of August, 1992.

IN THE PRESENCE OF:

M. Janine Allen  
(witness)  
Brian Bell  
(witness)

BY Constance R. Breu  
President and Duly Authorized Agent  
Great Hawk Owners' Association, Inc.  
Print Name & Address below:  
Connie Breu  
# 5 Great Hawk Colony  
Rochester, VT 05767

STATE OF VERMONT

Certification

DATED at Rochester, Vermont, this 28 day of August, 1992.

I hereby certify that I am the President and Duly Authorized Agent of the Great Hawk Owners' Association, Inc. and that the attached **DECLARATION of UNIFIED PROTECTIVE COVENANTS** of the Great Hawk Colony in Rochester, Vermont, were formally voted and adopted by written ballot as of the above-stated date by the consent of the record owners of more than seventy-five percent (75%) of the lots at the Great Hawk Colony. The list of record owners as of Mar. 2, 1992 (to whom the Ballots were mailed in April, 1992) of all lots within the Tarbitt, Southern, Great Pond/Northern, and Martin Sectors of the premises located in Rochester, Vermont, known as "Great Hawk" and also known as the "Great Hawk Development", and also known as the "Great Hawk Colony" is attached herein.

All records of the returned Ballots and the tabulation of said votes are filed with the legals records of the Great Hawk Owners' Association, Inc. and are available for inspection at reasonable times upon written request.

FOR: Great Hawk Owners' Association, Inc.

BY: Constance R. Breu  
President and Duly Authorized Agent  
Great Hawk Owners' Association, Inc.

STATE OF VERMONT

County of WINDSOR, SS.

At ROCHESTER, in said County, this 28<sup>th</sup> day

of AUGUST, 1992, before me, personally appeared Connie Breu, who acknowledged herself to be the President and Duly Authorized Agent of the Great Hawk Owners' Association, Inc.; and, being authorized to do so, executed the foregoing instrument with its attachments for the purposes contained therein, stating that the above-referenced vote and the above-stated **DECLARATION of UNIFIED PROTECTIVE COVENANTS** have not been amended or rescinded and remain in full force and effect as of this date, and acknowledged this instrument, by her sealed and subscribed, to be her free act and deed, and the free act and deed of the Great Hawk Owners' Association, Inc.

Before me Maurice J. Allen  
NOTARY PUBLIC

(Seal)

<u>LOT #</u>	<u>OWNER</u>	<u>LOT #</u>	<u>OWNER</u>
1	BERESIN	46	BOTTI, J
2	SKILTON	47	GROPPER
3	QUINT	48	GROPPER
4	BREU	49	DAVIS
5	BREU	50	DAMIANI
6	CHRISTENSEN	51	DAVIS
7	KIEGER	52	NORTHFIELD SB
8	SUTHERLAND	53	VIESINS
9	HOLROYD	54	POLLARA
10	CROSBY	55	GAMBILL
11	MACGOWAN	56	TUCKER
12	MUMFORD	57	GAMBILL
13	STEINKAMP	58	MILLER,C
14	STEINKAMP	59	There is no Lot 59
15	WICKVIRE	60	CONNERS
16	LITTLE	61	TOWNSHEND
17	MEIER	62	SHIELDS
18	CUTHBERTSON	63	VEDEN
19	NSB (foreclosure)	64	SPERLING
20	BROWN,J	65	KAISER
21	BROWN,J	66	MCCRACKEN
22	STRINGOS	67	MCCRACKEN
23	DAVIDSON	68	DOOLEY
24	MURRAY, A	69	KRIJT
25	MATOS	70	SIEGELE
26	BURSTEIN	71	KING
27	REINEKE	72	GILMARTIN
28	BUCH	73	GILMARTIN
29	VON BAEYER	74	ARTHUR
30	BOSS	75	BACALAO
31	KOCH-WESER	76	WOODS
32	HIRSHMAN	77	LOVALLO
33	CURRY	78	GUDAS
34	HENNINGS	79	BERKMAN
35	V.J.HOLDING(Bartolomei)	80	MOSES, J
36	STRINGOS	81	DOOLEY
37	TORO, J	82	ROMER
38	HAWK MT	83	BARRON
39	WILLSON	84	AARONSON
40	JOHNSON	85	REED
41	HANLICH	86	BORNHUETTER
42	TOWNLEY	87	MURRAY,P
43	TOWNLEY	88	RONALD
44	TOWNLEY	89	COCKBURN
45	PAINO	90	SCHMITT

Revised Monday, March 2, 1992

GREAT HAWK NUMERICAL LIST

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<u>LOT #</u>	<u>OWNER</u>	<u>LOT #</u>	<u>OWNER</u>
91	BOTTI, V	M7	LARGO
92	BOTTI, R	M8	MOLSTAD
93	O'CONNOR	M9	MOLSTAD
94	PORTAS	M10	VISO
95	PORTAS		
96	BECKER		
97	GUNNER	T1	BRUNO
98	ELLIS-PUTNAM	T10	WOODS
99	BALL-EVANS	T11	WOODS
100	WALSH	T12	TORO, F
101	CARR-HARRIS	T13	TORO, F
102	HAWK MT	T14	TEMCHIN
103	MOROSANI	T15	STARY
104	MOROSANI	T16	DOCHTERMANN
105	ROELKER	T17	BAILAR
106	ELLIS, J	T19	COYLE
107	SHAPIRO	T2	MCGOYAN
108	ROELKER	T20	NORDIN
		T21	REIMER
		T22	ZIMMERMAN
12A	DARTMOUTH	T23	BOHMANN
14A	JACOBS	T24	MAURER
15A	RUEGE	T25	MORRIS
17A	MANYARING	T26	MILLER, D
18A	MALONE	T27	VENJAKOB
23A	ARNOLD	T28	HATCH
24A	BOSWELL	T29	EDDY
28A	PAINO	T3	WRIGHT
61A	MYERS	T30	KINGSTON
62A	LEE	T31	SCALI
63A	WELLEN	T32	ERNST
64A	MARBLE	T33	MANAHAN
65A	MEADOWCROFT	T34	VON ROTENHAN
69A	KING	T37	GYINNELL
70A	HAWK MT	T4	CARLINO
71A	GILMARTIN	T49	SOLER
72A	GILMARTIN	T5	OVERLOCK
73A	COAR	T6	NATURE CONS.
76A	LOVALLO	T7	MIRAKIAN
		T8	ERGAS
		T9	WOODS
M1	CRAY		
M2	SCHWARTZ		
M3	GEHRUNG		
M4	BOTJER		
M5	CAHIZ		
M6	HALL(Hawk contract)		

Revised Monday, March 2, 1992

GREAT HAWK NUMERICAL LIST

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ROCHESTER TOWN CLERK'S OFFICE  
 REC'D FOR RECORD Aug 28 A. D. 1992  
 AT 1 O'CLOCK 35 MINUTES PM  
 AND RECORDED IN BOOK 56 PAGE 406-417  
 ATTEST Frances G. Hulme TOWN CLERK