

HAWK MOUNTAIN OWNERS' ASSOCIATION

PROTECTIVE GUIDELINES

Approved - August 17, 1985
By HMOA Membership at its Annual Membership Meeting

Revised August 17, 1996
By HMOA Membership at its Annual Membership Meeting

Revised August 19, 2006
By HMOA Membership at its Annual Membership Meeting

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PREAMBLE

Hawk Mountain Owners' Association adopted these guidelines at the annual meeting of the Association on August 17, 1985, as a restatement and extension of the protective covenants running with the land made, published and declared by Hawk Mountain Corporation, a Vermont Corporation, by its document dated August 25, 1967, and entitled "Declaration of Restrictions and Uses of Hawk Mountain", received and recorded in Book 22, Page 222 of the Pittsfield Vermont Land Records. Nothing in these protective guidelines is intended to diminish the restrictions reflected in the said document.

It is intended that these protective guidelines will apply from August 17, 1985, and that any nonconforming use prior to the date of adoption will be governed by the previously and continuously existing restrictions included in said "Declaration of Restrictions and Uses of Hawk Mountain."

(1)

STRUCTURE AND IMPROVEMENT APPROVAL

Structure and Improvement Approval. The Hawk Mountain development was conceived as a community whose houses are sited and designed to blend in with the natural beauty of the mountain setting. An essential element in preserving the integrity of this concept is continuing vigilance to ensure that all new construction and exterior improvements to existing dwellings employ designs, materials and wood stain color that are compatible with those of the original buildings.

Therefore, advance written application for approval of all plans and sitings of new houses, outbuildings and structures; for additions or exterior alterations to existing dwellings, and for new easements or rights of way must be submitted to the Architectural Review Committee (ARC)*. Approval is also required for the following if they are visible either from the road or from other HMOA properties: outdoor lighting, TV or radio antennae/dishes, fuel tanks, fences, mailboxes and garbage disposal houses. The ARC must respond to any completed application within 30 days.

The owner will be expected to have all construction, alterations and building improvements done professionally and so that they do not create potential damage or hazards to other HMOA properties.

* The Architectural Review Committee shall be composed of 3 members; 2 from the Board of Directors and one from the membership at large, all to be appointed by the Board of Directors. A member may serve on the ARC for no more than 3 years, after which, he or she must be off the committee for one year, before being eligible to serve again. ARC membership shall rotate so that each year, the Board will appoint a new ARC member.

(2)

RESIDENCE USE

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

(3)

COMMERCIAL USE

Commercial Use. No commercial use of any nature, whatsoever, shall be conducted in any house, except it shall not be construed commercial if an owner rents or leases his property as a residence for income purposes.

(4)

MOBILE UNITS

Mobile Units. In order to protect the residential and esthetic integrity of the community:

- a. The use of any motorized off road vehicle, including but not limited to snowmobiles and all terrain vehicles (ATVs) on private land, common land or roadways within the Hawk Mountain community is prohibited;
- b. No house trailers, mobile homes, trailers, boats and/or boat trailers that are visible from the road or other HMOA property may be parked or stored within the Hawk Mountain community;
- c. Excluding cars and small pickup trucks, no other mobile unit that is visible from the road or other HMOA property may be parked or stored within the Hawk Mountain community without the written approval of the HMOA Architectural Review Committee.

(⁵)

TEMPORARY BUILDINGS

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

(6)

COMMON

Common Land. Hawk Mountain Corporation has designated certain areas in the colony as "Common Land", the title to which land has been conveyed to the members of the Hawk Mountain Owners' Association, and each of them expressly acknowledge the benefit of such Common Land to each of them individually and to the colony and agree to reserve and 'maintain the Common Land, including recreational facilities. Each member agrees to pay annually to Hawk Mountain owners' Association, as a part of the annual assessment, for the purpose of maintaining the Common Land, an amount which is required for such maintenance and which assessment shall be in accordance with the bylaws of the Hawk Mountain Owners' Association.

The following rules shall apply to the use of the Common Land

All plants, topsoil, and humus are to be left undisturbed; cutting or digging up of plants or trees is not allowed.

Hunting or trapping is not allowed. Neither firearms nor air guns nor bows and arrows or other hunting devices are to be discharged or carried into the property.

Private property bordering on the common areas should be respected. Allowing children, renters, guests or pets to stray onto these properties without the permission of the owners constitutes a trespass.

No motorized vehicles of any kind, except authorized maintenance vehicles, are permitted in the common area or on pathways.

(7)

LIEN

Lien. All members shall pay their proportionate share of maintaining, repairing, replacing and utilizing the Common Land and properties of the colony. Should any member fail to pay his proportionate share of maintaining, replacing, repairing and utilizing the Common Land and property as aforesaid, or any other approved assessment, the defaulting lot owner, by accepting membership, consents to and grants a lien on his property in favor of the Hawk Mountain owners' Association.

(8)

SUBDIVISION

Subdivision. No lots shall be subdivided for purposes of sale or any other purpose.

(9)

SETBACK

Setback. No building or structure, or any part thereof, shall be erected on any of the lots in the colony the outside walls of which shall be less than 40 feet from the centerline of any street or road, or 25 feet from any boundary line of the said lot; nor shall any cesspool, septic tank, leaching basin or sewage disposal field be constructed within 50 feet of the edge of any brooks, streams, or ponds. In addition, any cesspool, septic tank, leaching basin, or sewage disposal field constructed shall adhere to the recommendations as set forth herein or shall adhere to either federal, state or town regulation, whichever recommendation or regulation shall be the most stringent.

(10)

UTILITIES AND WATER

Utilities and Water. Hawk Mountain owners' Association, its successors and assigns, shall have the right of entry upon the lots, and any of the premises of the colony, for the purpose of inspection of any water lines and facilities and any utility facilities including, but not limited to, telephone, electric, television and sewer, whether situated above ground or below ground. Hawk Mountain Owners' Association shall not, however, be liable for the laying of any utilities nor for the repair, construction or maintenance of such line on any portion of the premises, whether on the particular lots, common land, or other areas of the colony.

There is further reserved to Hawk Mountain owners' Association, its successors and assigns, the right to enter upon the lots within the development for the purpose of creating and maintaining slopes along the roads within the development necessary to provide for the public safety to promote proper drainage and prevent erosion of the roads, ditches, slopes and other appurtenances.

Hawk Mountain Owners' Association, its successors and assigns, shall have the right to improve existing surface water courses and to concentrate the flowage of surface waters over and upon such existing water courses, provided that no such surface waters shall be concentrated, or their courses altered, which would result in unreasonable interference with any structures, gardens, or other improvements on any lot within the colony. Lot owners shall refrain from any construction or improvements which would impair or interfere with those surface water courses in existence as of the date of such construction or improvement, and Hawk Mountain Owners' Association shall, if possible, concentrate such surface waters along lot lines and away from probable sites for such structures and improvements. It is not the intention of the Hawk Mountain Owners' Association to alter or modify any of the responsibilities of the town of Pittsfield concerning their obligations to maintain certain roads within the colony.

This covenant is not intended to modify or transfer the responsibilities of maintenance of the "Common Well" which responsibility continues to be solely that of the owners of the water system.

(11)

SIGNS AND ADVERTISING

Signs and Advertising. No signs of any type, including any sign offering a property for sale or rent, shall at any time be erected upon the premises and lots, with the exception that a small sign not to exceed 72 square inches is recommended for the purpose of identifying the name of the owner and the lot number for fire protection purposes only and for no other purpose; and there shall at no time be any physical advertising in the form of signs or otherwise, and for any purpose, used upon the premises.

(12)

TREE CUTTING AND TRIMMING

Tree Cutting and Trimming. While tree cutting and trimming are necessary for the maintenance of grounds, some regulations must be observed to safeguard the natural beauty and the privacy of the Hawk Mountain properties. Accordingly, living evergreen trees and living deciduous trees with trunks over 3 inches in diameter_(measured 3 feet from the ground) and branches over 5 inches in diameter (measured 3 feet from the trunk) may not be cut down or removed without the approval of the ARC. Additionally, to ensure privacy between homes, no trees, of whatsoever size or nature, shall be removed within 8 feet of any property line without the approval of ARC. The resulting debris must be cleaned up within 90 days.

(13)

MAINTENANCE

Maintenance. The owner shall at all times maintain the premises in a clean, neat and presentable fashion; will not store or permit the accumulation of any refuse or debris; and will not at any time dispose of any article or materials by burning the same on the premises without a valid permit issued from the town of Pittsfield.

(14)

ANIMALS

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. All permitted pets must be kept under the control of their owner when they are outside and must not become a nuisance to other residents. Control shall be defined by the "leash law" currently in effect in the town of Pittsfield.

(15)

PARKING

Parking. The owner of each lot shall provide off street parking sufficient in amount to accommodate the parking requirements incident to the use of the premises. It is intended that this covenant comply with the laws currently in effect in the town of Pittsfield, which include a fine and tow-away charge for improperly parked vehicles.

(16)

CLOTHES DRYING APPARATUS

Clothes Drying Apparatus. No visible clothes line or other exterior clothes drying apparatus shall be permitted on any lot.

(17)

RESALE

Resale. An owner, his successors and assigns, must inform HMOA, in writing, and by registered mail, of the sale and of the identity of the prospective owner no less than 30 days before closing. Within 10 days of receiving notification of the sale, HMOA must notify the owner/s, in writing, about the current status of their obligations to HMOA.

Before any member sells his or her property, that member must receive a signed statement from HMOA that all debts and obligations to HMOA have been settled. The prospective owner/s also should be given information about HMOA so that they understand the obligations attached to the property.

(18)

AMENDMENTS

Amendments and Modification. The guidelines hereof may be amended or modified at any time by the consent of the then recorded members, as provided by the bylaws of the Hawk Mountain owners' Association.

The undersigned Secretary of the Hawk Mountain Owners' Association hereby certifies that the foregoing is a true and accurate copy of the Protective Guidelines which were approved on August 17, 1985, and revised August 17, 1996.

Witness

**John Connole, Secretary,
Hawk Mountain Owners' Association**