

DECLARATION OF RESTRICTIONS AND USES OF HAWK MOUNTAIN

HAWK MOUNTAIN CORPORATION, a Vermont corporation located at and of Pittsfield in the County of Rutland and State of Vermont, the owner of certain lands and premises lying or being in said Pittsfield known as "HAWK MOUNTAIN" and delineated on a Plan of Lots recorded in the Land Records of the Town of Pittsfield, and being all and the same lands and premises conveyed to HAWK MOUNTAIN CORPORATION by deed of Hugh A. Kopald dated 31 January 1966 and recorded in Book 22, Page 25 of Pittsfield Land Records, hereby makes and executes the following Declaration of Restrictions and Uses as to said lands and premises.

IT IS HEREBY DECLARED by Hawk Mountain Corporation that the following restrictions, easements, and covenants shall constitute covenants to run with all (RCW) lots which Hawk Mountain Corporation either has heretofore conveyed or hereafter conveys as home sites from the premises (RCW) described aforesaid and shall be binding on all parties now owning or hereafter acquiring any right, title or interest therein and all persons claiming under them, and shall be for the benefit of said parties and constitute limitations upon said lands and that this Declaration is designed for the purpose of maintaining the value of said area and making it substantially uniform and compatible in architectural design and use, all as hereinafter specified.

1. Hawk Mountain Corporation reserves the right of first option to repurchase any parts or parcels in the event that a Grantee thereof receives an offer to purchase said parts or parcels and intends to accept the same. Grantee to give notice to Hawk Mountain Corporation by registered mail of its intent to sell identifying the prospective purchaser and the bona fide price offered, and offering to sell said premises to Hawk Mountain Corporation under the same terms. Said option to terminate thirty (30) days from the date of said notice;

2. Any building, additions or new construction on any parts or parcels at any time made by a Grantee thereof is to be subject to the approval of the project architect of said Hawk Mountain Corporation;

3. No house trailers or mobile homes shall be used on any parts or parcels for any purpose whatsoever;

4. There shall be no physical advertising, commercial or otherwise, used upon any parts or parcels.

5. All parts or parcels shall be used for dwelling purposes only.

In addition to any and all rights now or hereafter vested by law Hawk Mountain Corporation and every person now having or hereafter acquiring any right, title or interest in and to any part of said Hawk Mountain premises (RCW) as aforesaid in Paragraph 2, Page 1 (RCW) shall have the right to prevent the violation of any of the restrictions herein contained, by injunction or other lawful procedure, and to recover any damages resulting from such violation. It is expressly provided, however, that a breach of any of the restrictions or conditions herein contained, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any parts or parcels contained in said premises, but said conditions shall be binding upon and effective against

any owner whose title is acquired by foreclosure, conveyance in lieu of foreclosure, or otherwise derived under any mortgage or deed of trust.

Invalidation of any one of these covenants or restrictions, whether by judgment or order of any court or otherwise, shall not affect the validity of any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, HAWK MOUNTAIN CORPORATION sets its hand and seal this 25th day of August 1967.

In Presence of:	HAWK MOUNTAIN CORPORATION (SEAL)
Marion S. Petersen	By R. C. Williams (Hawk Mountain Corporation)
Bertram C. Baldwin, Jr.	R. C. Williams (Seal was here)
	Its President (affixed.)

STATE OF VERMONT)
 Rutland County, ss.) At Pittsfield this 25th day of August A.D. 1967

R. C. Williams, President of Hawk Mountain Corporation, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Hawk Mountain Corporation.

Before me, Marion S. Petersen
 Notary Public

AMENDMENT to Declaration of Restrictions and Uses of Hawk Mountain:
 The intent of this document is in no way meant to inhibit the authority, execution, or development of said Hawk Mountain premises by Hawk Mountain Corporation as the boundaries now exist or as it may be expanded in the future, even if such execution or development is in direct or implied conflict with the aforesaid covenants.

R. C. Williams
 R. C. Williams
 President

Rec'd. for record this 28th day of August A.D. 1967 at 8 o'clock A.M.
 Attest: *Marion S. Petersen*
 Town Clerk

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That the VERMONT BANK AND TRUST COMPANY, a Vermont banking corporation duly organized and existing pursuant to law with a place of business at the City of Rutland, County of Rutland, State of Vermont, for and in consideration of the sum of one and more dollars, the receipt whereof is hereby acknowledged, received to its full satisfaction of HAWK MOUNTAIN CORPORATION, a corporation having its office at Pittsfield in the County of Rutland and State of Vermont, does hereby remise, release and quit-claim to said HAWK MOUNTAIN CORPORATION, the premises herein after particularly described from the lien of a certain mortgage executed and delivered by said Hugh H. Kopald to the Vermont Bank and Trust Company, dated