

# Timber Hawk Owners' Association

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## TIMBER HAWK PROTECTIVE COVENANTS – Stockbridge, Vermont

Hawk Mountain Corporation, owner of the premises in Stockbridge Vermont, known as "TIMBER HAWK at RIVERBEND" does by these presents define, publish and declare the following protective covenants which shall be binding upon the owner or owners of all building lots in said Timber Hawk Development, as fully as though the same were set forth in detail in each conveyance of any of said lots.

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

**1. Structure and Improvement Approval.** No buildings, building additions, site alterations, television or radio antennae, refuse disposal houses, exterior lighting, clothes lines, mailboxes or new construction of any nature may at any time be made by an owner until the architectural site and landscape plans and design and construction drawings and specifications of

new buildings or improvements have been approved in writing by the Architectural Committee of the Timber Hawk Owners Association, or its successors and assigns.

Until such time as the Association of Owners and Architectural Committee have been created and appointed as provided in paragraph 12 hereof, the Hawk Mountain Corporation architect shall exercise the structure and improvement approval rights set forth in the paragraph 1.

**2. Residence Use.** An owner shall use a lot only for residential purposes.

**3. Commercial Use.** No commercial use of any nature whatsoever shall be conducted on any house lots, except it shall not be construed commercial if an owner rents or leases his property for income purposes.

**4. Setback.** No building or structure, or any part thereof, shall be erected on any of the said lots in the development the outside walls of which shall be less than 40 feet from any street or road or 25 feet from the side or rear boundary lines of the said lot, Any cesspool, septic tank, leaching basin or sewage disposal field constructed shall adhere to the recommendations as set forth by either the town or State, whichever recommendation is the strictest.

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

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

**7. 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.

**8. Signs-Advertising.** No signs of any type shall at any time be erected upon the premises and lots without the express prior written approval of the Architectural Committee of the Timber Hawk Owners' Association, with the exception that a small sign not to exceed 72 square inches may be erected for the purpose of identifying the name of the owner of the lot 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.

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

**10. Tree Cutting.** Evergreen trees over two (2) inches in diameter and deciduous trees over three (3) inches in diameter, both when measured three (3) feet above the ground, may not be cut for any purpose whatsoever without the express prior written approval of the Architectural Committee of the Timber Hawk Owners' Association excepting when the cutting is necessary for the actual placement in the area of a house, patio or driveway.

**11. Common Land.** Hawk Mountain Corporation has designated, and will designate certain areas in the development as "Common Land", which land shall presently be held by Hawk Mountain Corporation in its present state, or may be developed and improved so as to enhance and protect the entire development and for the benefit of all lot owners in the said development, and the owners, and each of them, expressly acknowledge the benefit of such Common

Land to each of them individually and to the development and agree to the terms thereof by their acceptance of a deed of conveyance and becoming a lot owner. In consideration for Hawk Mountain Corporation, its successors and assigns reserving and maintaining the Common Land, including recreational facilities, the owner agrees to pay annually to Timber Hawk Owners' Association, its successors and assigns for the purpose of maintaining and paying the carrying charges in connection with the Common Land, a sum which in the opinion of Timber Hawk Owners Association, its successors and assigns, is required for such maintenance and carrying charges, and which sum shall not exceed thirty percent (30%) of the real estate taxes paid by an owner on the owner's lot and real estate at the development for any given year, and provided further, that the obligation of a property owner for the monetary support of the Common Land shall not exceed one-fortieth (1/40) of the total annual costs of maintenance, upkeep and taxes assessed upon the said Common Land, for each lot owned.

Hawk Mountain Corporation agrees to convey this Common Land to an Association of Owners in the development within three years after the last lot in the subdivision is sold, or to all or any number of lot owners jointly or severally in any manner, and the lot owners agree to jointly or severally, or in association, accept a conveyance of the Common Land.

Thereupon Hawk Mountain Corporation shall be relieved of any and all responsibilities in connection with the said Common Land, and the owners agree to abide by the rules of the Association to enjoy the benefits of the Common Land.

**12. Association of Owners.** Each owner of a lot acknowledges as an essential incident to his purchase of the lot that an Association of Owners in the development is desirable and will be beneficial to all owners in order to preserve and promote the character and living conditions in the development and to maintain, preserve and improve the Common Land

which is set aside for the benefit of all owners. Each owner therefore, as an express consideration in the sale to him of a lot, and in his acceptance of such conveyance, agrees that he will accept, at such time as membership in an Owners Association is offered to him by Hawk Mountain Corporation, membership in an Association of Owners, and shall require any purchaser of such lot from him to accept membership in such an Association, or the refusal of a Grantee to accept such membership shall affect or diminish the Grantee's obligation to comply with all of the By-laws of such Association, including the obligation to pay dues and costs of operating the Association including costs of maintaining the Common Land, it being the mutual intent of each purchaser and owner and Hawk Mountain Corporation that the covenant to abide by the By-laws, rules and regulations of an Association of Owners, like all other covenants set forth herein, shall run with the land and be binding upon and be the obligation of purchaser and owner, and his heirs, successors and assigns.

The Association of Owners shall come into being at such time as Hawk Mountain Corporation creates a non-profit corporation therefor and offers the lot owners membership therein. The costs of establishing the Association shall be borne by the Association.

Immediately upon creation of the Owners' Association, an Architectural Committee shall be appointed, said Architectural Committee to consist of two (2) owners and one (1) Hawk Mountain Corporation designated architect.

Hawk Mountain Corporation may retain control of the Owners' Association for a period of three years from the date the first parcel is sold, or until thirty (30%) percent of the lots have been sold, whichever shall first occur, at which time Hawk Mountain Corporation may not control, nor exercise more than forty-nine (49%) percent of the Timber Hawk Owners' Association votes.

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

**14. Enforcement.** The burden of the covenants, agreements and restrictions above set forth shall run with the land affected thereby and shall be construed as covenants real and shall continue to a period of fifty (50) years from the date of this instrument. These Protective Covenants are intended to be for the benefit of Hawk Mountain Corporation, its successors and assigns, the Timber Hawk Owners' Association and of the owners of any of the lots within the development. The covenants may be enforced by Hawk Mountain Corporation, its successors and assigns, the Timber Hawk Owners' Association or any lot owner against any violator and the costs associated with said enforcement action shall be borne by the violator.

The rights of Hawk Mountain Corporation may be assigned by it to any person including, but not limited to, an Association of Owners at the project.

**15. Amendments and Modification.** The covenants and conditions hereof may be amended, modified, or repealed at any time by the consent of the then record owners of seventy-five (75%) percent or more of the lots at the development, except that after three (3) years from the date the first parcel is sold, or after thirty (30%) percent of the lots have been sold, whichever shall first occur, Hawk Mountain Corporation shall exercise only one (1) vote.

**16. 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 domestic pets may be kept, and further excepting that saddle horses may be kept on the Common Land provided prior arrangements are made and permission is obtained from the Timber Hawk Owners' Association as successor of the Corporation.

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

**18. Lien.** All persons owning land in Timber Hawk shall pay their proportionate share of maintaining, repairing, replacing and utilizing the common properties of Timber Hawk. Should any property owner in Timber Hawk fail to pay his proportionate share of maintaining, replacing, repairing and utilizing the common property as aforesaid, the defaulting property owner, by accepting the deed to his property consents to, and grants a lien on his property in favor of the Timber Hawk Owners' Association, said lien to remain on the land and run with it, until it is released by the Timber Hawk Owners' Association.

*(This document recorded 7/76: Book 34, pg 442)*

[Covenants.pdf](#)

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