



4 Winding Brook Drive

Dover, New Hampshire

OFFERED AT \$715,000 · 3 BED · 3 BATH · 2,008 SQ FT · 1.03 ACRES · BUILT 2011

Hunter Letendre, REALTOR®

Berkshire Hathaway HomeServices Verani Realty
603-268-9559 · hunter.letendre@verani.com · 4windingbrook.com

**BERKSHIRE
HATHAWAY**
HOMESERVICES
VERANI REALTY

CONTENTS

What is in this package

The seller's disclosure and upgrades sheet, the recorded deed, the city's record card and tax map, and the two recorded agreements that run with the lot.

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Recorded documents are reproduced from the Strafford County Registry of Deeds and the City of Dover. Buyers should verify all information independently. Equal Housing Opportunity.

PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by the SELLER, or any real estate FIRM representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize FIRM in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.

1. **SELLER:** Vishnu Iyengar & Kathryn Iyengar (formerly Kathryn Wollenweber)

2. **PROPERTY LOCATION:** 4 Winding Brook Drive, Dover, NH 03820

3. **CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?** ☐ Yes ☒ No

4. **SELLER:** ☒ has ☐ has not occupied the property for 7 years.

5. WATER SUPPLY

Please answer all questions regardless of type of water supply.

a. **TYPE OF SYSTEM:** ☐ Public ☒ Private ☐ Seasonal ☐ Unknown
☒ Drilled ☐ Dug ☐ Other _____

b. **INSTALLATION:** Location: just south of house

Installed By: Clearwater Well Date of Installation: April 2012

What is the source of your information? Source was from original sellers that purchased the home brand new construction

c. **USE:** Number of persons currently using the system: 4

Does system supply water for more than one household? ☐ Yes ☒ No

d. **MALFUNCTIONS:** Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?

Pump: ☐ Yes ☒ No ☐ N/A Quantity: ☐ Yes ☒ No
 Quality: ☐ Yes ☒ No ☐ Unknown

If YES to any question, please explain in Comments below or with attachment.

e. **WATER TEST:** Have you had the water tested? ☒ Yes ☐ No Date of most recent test April 30 2025

If YES to any question, please explain in Comments below or with attachment.

Are you aware of any test results reported as unsatisfactory or satisfactory with notations? ☐ Yes ☒ No

If YES, are test results available? ☐ Yes ☐ No

What steps were taken to remedy the problem? _____

COMMENTS:

6. SEWAGE DISPOSAL SYSTEM

a. **TYPE OF SYSTEM:** Public: ☐ Yes ☒ No Community/Shared: ☐ Yes ☒ No
 Private: ☒ Yes ☐ No ☐ Unknown
 Septic Design Available: ☐ Yes ☒ No

b. **IF PUBLIC OR COMMUNITY/SHARED**

Have you experienced any problems such as line or other malfunctions? ☐ Yes ☐ No

What steps were taken to remedy the problem? _____

c. **IF PRIVATE:**

TANK: ☒ Septic Tank ☐ Holding Tank ☐ Cesspool ☐ Unknown ☐ Other _____

Tank Size 1250 Gal. ☐ Unknown ☐ Other _____

Tank Type ☒ Concrete ☐ Metal ☐ Unknown ☐ Other _____

Location: North side of house ☐ Location Unknown. Date of Installation: Original (2011)

Date of Last Servicing: 10/2/2026 Name of Company Servicing Tank: Kent Clean Septic

Have you experienced any malfunctions? ☐ Yes ☒ No

COMMENTS: _____

SELLER(S) INITIALS

BUYER(S) INITIALS

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d. LEACH FIELD: ☒ Yes ☐ No ☐ Other _____
 IF YES, Location: NW of house in backyard between deck and back Size: _____ ☒ Unknown
 Date of installation of leach field: Original (2011) Installed By: Unknown
 Have you experienced any malfunctions? ☐ Yes ☒ No
 Comments: _____

e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? ☐ Yes ☐ No ☒ Unknown
 IF YES, has a septic system evaluation been done within 180 days? ☐ Yes ☐ No ☐ Unknown
 Date of Evaluation: _____
 Comments: _____

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU, 603-271-3501

7. INSULATION	LOCATION	Yes	No	Unknown	If YES, Type	Amount	Unknown
	Attic or Cap	☒	☐	☐	Blown in	R-49	☐
	Crawl Space	☐	☐	☒			☐
	Exterior Walls	☒	☐	☐	Dense Pack	R-28	☐
	Floors	☒	☐	☐	Dense Pack	R-28	☐
		☒	☐	☐	3" Spray Foam		☐

8. HAZARDOUS MATERIAL

a. UNDERGROUND STORAGE TANKS - Current or previously existing:
 Are you aware of any past or present underground storage tanks on your property? ☐ Yes ☒ No ☐ Unknown
 IF YES: Are tanks currently in use? ☐ Yes ☐ No
 IF NO: How long have tank(s) been out of service? _____
 What materials are, or were, stored in the tank(s)? _____
 Age of tank(s): _____ Size of tank(s): _____
 Location: _____
 Are you aware of any past or present problems such as leakage, etc? ☐ Yes ☐ No
 Comments: _____
 If tanks are no longer in use, have the tanks been removed? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

b. ASBESTOS - Current or previously existing:
 As insulation on the heating system pipes or ducts? ☐ Yes ☒ No ☐ Unknown
 In the siding? ☐ Yes ☒ No ☐ Unknown In the roofing shingles? ☐ Yes ☒ No ☐ Unknown
 In flooring tiles? ☐ Yes ☒ No ☐ Unknown Other _____ ☐ Yes ☒ No ☐ Unknown
 If YES, Source of information: _____
 Comments: _____

c. RADON/AIR - Current or previously existing:
 Has the property been tested? ☐ Yes ☐ No ☒ Unknown
 If YES: Date: _____ By: _____
 Results: _____ If applicable, what remedial steps were taken? _____
 Has the property been tested since remedial steps? ☐ Yes ☐ No
 Are test results available? ☐ Yes ☐ No
 Comments: _____

SELLER(S) INITIALS  
 09/30/26 2:12 PM CDT 10/05/26 9:55 AM CDT

BUYER(S) INITIALS  

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PROPERTY LOCATION: 4 Winding Brook Drive, Dover, NH 03820

d. RADON/WATER - Current or previously existing:

Has the property been tested? ☒ Yes ☐ No ☐ Unknown

If YES: Date: 06/16/2021

By: Advance Pump and Filter

Results: _____ If applicable, what remedial steps were taken? NA

Has the property been tested since remedial steps? ☐ Yes ☐ No

Are test results available? ☒ Yes ☐ No Comments: _____

e. LEAD-BASED PAINT - Current or previously existing:

Are you aware of lead-based paint on this property? ☐ Yes ☒ No

If YES: Source of information: _____

Are you aware of any cracking, peeling, or flaking lead-based paint? ☐ Yes ☒ No

Comments: _____

f. Are you aware of any other hazardous materials? ☐ Yes ☒ No

If YES: Source of information: _____

Comments: _____

9. GENERAL INFORMATION

a. Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or right of first refusal?

☒ Yes ☐ No ☐ Unknown If YES, Explain: Private Road Agreement for Winding Brook Drive

What is your source of information? Private Road Agreement

b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?

☒ Yes ☐ No ☐ Unknown If YES, Explain: \$125 annual HOA association dues

What is your source of information? Gladiola Way HOA

c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?

☐ Yes ☒ No

If YES, Explain: _____

d. Are you aware of any problems with other buildings on the property?

☐ Yes ☒ No

If YES, Explain: _____

e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.?

☐ Yes ☒ No ☐ Unknown

If YES, Explain: _____

f. Is this property located in a Federally Designated Flood Hazard Zone?

☐ Yes ☒ No ☐ Unknown

Comments: _____

g. Has the property been surveyed?

☒ Yes ☐ No ☐ Unknown

If YES, By: _____

If YES, is survey available? ☐ Yes ☐ No ☒ Unknown

h. How is the property zoned? Residential

i. Heating System Age: Original Type: Geothermal Fuel: _____ Tank Location: _____

Owner of Tank: _____

Annual Fuel Consumption: _____ Price: _____ Gallons: _____

Date system was last serviced and by whom? Q1 2026, Ultra Geothermal

Secondary Heat Systems: _____

Comments: Installed new Wifi Thermostat in 2026

j. Roof Age: Original Type of Roof Covering: Asphalt Shingle

Moisture or leakage: None Known

Comments: Original (2011)

SELLER(S) INITIALS

[Signature] [Signature]
09/30/26 10/05/26

BUYER(S) INITIALS

[Signature] [Signature]

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PROPERTY LOCATION: 4 Winding Brook Drive, Dover, NH 03820

- k. Foundation/Basement** ☒ Full ☐ Partial ☐ Other: _____ ☐ Type: Concrete
 Moisture or leakage: Refer to 10B - Basement Section
 Comments: Unfinished Basement
- l. Chimney(s)** How Many? 1 Lined? Yes _____ Last Cleaned: _____ Problems? _____
 Comments: Professionally cleaned twice while we lived in the home
- m. Plumbing** Type: PEX/PVC Age: Original
 Comments: _____
- n. Domestic Hot Water** Age: Original (2011) Type: Electric/Geothermal Gallons: Unknown
- o. Electrical System** # of Amps (2) 200 Amp Panels ☒ Circuit Breakers ☐ Fuses
 Comments: One panel services household use and the other supports HVAC/well
 Solar Panels: ☐ Leased ☐ Owned If leased, explain terms of agreement: _____
 Comments: _____
- p. Modifications:** Are you aware of any modifications or repairs made without the necessary permits? ☐ Yes ☒ No
 If Yes, please explain: _____
- q. Pest Infestation:** Are you aware of any past or present pest infestations? ☐ Yes ☒ No Type: _____
 Comments: _____
- r. Methamphetamine Production** Do you have knowledge of methamphetamine production ever occurring on the property?
 (Per RSA 477:4-g) ☐ Yes ☒ No If YES, please explain: _____
- s. Air Conditioning** Type: Geo/Central Air Age: Original Date Last Serviced and by whom: Q1 2026, Ultra Geothermal
 Comments: _____
- t. Pool** Age: _____ Heated: ☐ Yes ☒ No Type: _____ Last Date of Service: _____
 By Whom: _____
- u. Generator** Portable: ☐ Yes ☒ No Whole House: ☐ Yes ☒ No Kw/Size: _____ Last Date of Service: _____
 If Portable: ☐ Included ☐ Negotiable
 Comments: No generator included, but generator hook up installed in garage
- v. Internet** Type Currently Used at Property: Both Fiber Optic (Breezeline) and coaxial service (Xfinity) options available
- w. Other** (e.g. Alarm System, Irrigation System, etc.) NA
 Comments: _____

NOTICE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.

SELLER(S) INITIALS

09/30/26
 2:12 PM CDT
 dotloop verified

BUYER(S) INITIALS

10/05/26
 10:25 AM CDT
 dotloop verified

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TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 4 Winding Brook Drive, Dover, NH 03820

10. ADDITIONAL INFORMATION

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?

☒ Yes ☐ No

b. ADDITIONAL COMMENTS:

Note: Please see the separate attached page for the full schedule of property upgrades and capital improvements.

Outdoor:

- Back Deck: Deck and railings were freshly pressure washed, painted, and coated in 2026. Select floor and railing boards were proactively replaced with new pressure-treated lumber prior to listing, which requires a standard curing period for new wood.

Living Room:

- Cosmetic Settling & Wall Repairs: Minor cosmetic hairline settling cracks (primarily in the living room area) present since original purchase were professionally repaired, filled, and repainted in 2026. No active structural movement.

Kitchen:

- Dishwasher Condition: Original dishwasher has a small cosmetic plastic piece missing from the handle.

Basement:

- Exterior Plumbing Repair (2020): Exterior hose bib line failure occurred in 2020 due to freeze condition, resulting in minor water leakage. The leak was promptly addressed, and the water line was professionally replaced and fully restored with no subsequent issues.

- Basement Water Event & Mitigation (2026): A water pressure tank failure caused temporary water accumulation in the unfinished basement. Sump pump operated correctly, and the space was thoroughly dried, cleaned, and remediated with lower drywall panels removed out of an abundance of caution. The pressure tank was professionally replaced with a brand-new unit by Advance Pump & Filter, fully resolving the root cause.

ACKNOWLEDGEMENTS:

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE KNOWN INFORMATION TO BUYER(S).

Vishnu Iyengar
dotloop verified
09/30/26 2:12 PM CDT
EFF2-FCXY-SWJR-FBCF
SELLER DATE

Kathryn Suzanne Iyengar
dotloop verified
10/05/26 9:55 AM CDT
DE4T-UC28-L8DQ-WKLM
SELLER DATE

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.

BUYER DATE

BUYER DATE

SELLER(S) INITIALS

VI
09/30/26
2:12 PM CDT
dotloop verified
KS
10/05/26
9:55 AM CDT
dotloop verified

BUYER(S) INITIALS

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PROPERTY DISCLOSURE RIDER
CONDOMINIUM, CO-OP, PUD AND OTHER HOMEOWNER ORGANIZATIONS
(To be used in conjunction with Property Disclosure - Residential)
New Hampshire Association of REALTORS® Standard Form



In compliance with the requirements of RSA 477:4-f, the following information is provided to BUYER relative to the purchase of a condominium unit.

RIGHT TO INFORMATION: In accordance with RSA 356-B:58, a party interested in purchasing a condominium unit has the right to obtain from the Condominium Unit Owner's Association the following information: a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of monthly and annual fees and any special assessments made within the last 3 years.

1. Seller and Property Address: Vishnu Iyengar & Kathryn Iyengar (formerly Kathryn Wollenweber), 4 Winding Brook Drive Dover NH 03820
 2. Association Name (if applicable): Gladiola Way Homeowners Association
 3. Property Manager/Agent: Betsey Parker - President of Gladiola Way HOA Phone: 603-817-4945
 4. **GENERAL AND LEGAL**
 - a. Are there any Association or Corporation approvals required for transfer of Ownership? ☐ Yes ☒ No ☐ Unknown
 - b. Is there a time share operation existing at Property? ☐ Yes ☒ No ☐ Unknown
 - c. Is there a vacation rental operation or other organized rental program at Property? ☐ Yes ☒ No ☐ Unknown
 - d. Are you aware of any rental, use or age restrictions? ☐ Yes ☒ No ☐ Unknown
 - e. Number of allocated parking spaces available for this unit: NA
 - f. Are you aware of any pending or existing litigation? ☐ Yes ☒ No If Yes, please explain: _____
 - g. Are the minutes of the Condominium Association annual meeting available? ☒ Yes ☐ No ☐ Unknown
 - h. Are there any pet policies? Restrictions: ☐ Yes ☒ No Dogs/Cats Allowed: ☒ Yes ☐ No
 5. **MASTER INSURANCE POLICY**
 - a. Name of Company: Unknown
 - b. Name of Agent: Unknown Phone: _____
 6. **FINANCIAL**
 - a. Monthly maintenance fee(s): \$NA
 - b. What do the monthly fees include?

☐ Air Conditioning	☐ Hot Water	☐ Road Maintenance
☐ Cable TV Signal	☐ Landscaping	☐ Sewer
☐ Electricity	☐ Lot Rent	☐ Snow Removal
☐ Garage/Parking	☐ Real Property Tax	☐ Trash Removal
☐ Gas	☐ Recreation/Community Association Dues	☐ Water
☐ Other: _____		
 - c. Are there any additional fees? If so, please specify: \$125 annual HOA association dues
 - d. Are you aware of any special assessments or loans in effect at this time? ☐ Yes ☒ No
If Yes, explain: _____
- Additional Comments: _____

7. ACKNOWLEDGEMENTS:

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

Vishnu Iyengar
dotloop verified 09/30/26 2:12 PM CDT KYJD-TLS-4HUH-TMGD
SELLER _____ DATE _____

Kathryn Suzanne Iyengar
dotloop verified 10/05/26 5:55 AM CDT JTKG-BWGB-GGRQ-6R8Z
SELLER _____ DATE _____

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL AND OTHER ADVISORS.

BUYER _____ DATE _____

BUYER _____ DATE _____

Upgrades & Capital Improvements

4 Winding Brook Drive, Dover, NH

2026 Full home interior repainted

2026 Deck pressure washed, board repairs completed, and stained/painted

2026 New pressure tank installed by Advance Pump & Filter

2026 New Wi-Fi-enabled thermostat

2023 New refrigerator with dual ice maker (standard & sphere ice), plus dedicated water line

2021 New garage door and battery-backup opener

2021 New electric washer and dryer

2019 New electric double oven with convection and cooktop

2019 New microwave

2019 Brand-new gutters with LeafGuard protection installed

2019 Electronic door entry keypad installed at front door

Dates and descriptions are based on seller-provided information.



Return to:
Vishnu Iyengar and Kathryn Wollenweber
4 Winding Brook Dr.
Dover, NH 03820



WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That we, **Jason Gagnon and Brett Gagnon, Husband and Wife**, with a mailing address of PO Box 687, Intervale, NH 03845, for consideration paid grant to **Vishnu Iyengar and Kathryn Wollenweber**, of 34 Dunns Bridge Lane, Dover, NH 03820, as **tenants in common**, with WARRANTY COVENANTS:

*a married couple

A certain tract or parcel of land, with the buildings thereon, if any, in the City of Dover, County of Strafford and State of New Hampshire, shown as **Lot 4** on a plan of land entitled "Long Meadow Subdivision Plan, Tax Map A, Lot 28, Sixth Street Dover, New Hampshire" prepared by McEneaney Survey Associates, Inc., dated 4/26/06 with revision #8 dated 1/24/08 and recorded in the Strafford County Registry of Deeds as Plan #93-39, 93-40, 93-41 (the "Plan"); said parcel being more particularly bounded and described as follows:

Beginning at a point on the northerly side of Gladiola Way, which point is the easterly most point of the within described premises as shown on said Plan; thence running N 06° 56' 02" W a distance of 251.99 feet to a point; thence turning and running N 22° 29' 48" W a distance of 180.50 feet to a point; thence turning and running N 49° 27' 00" W a distance of 186.59 feet to a point; thence turning and running S 46° 57' 29" W a distance of 48.04 feet to a point; thence turning and running S 13° 15' 09" W a distance of 108.74 feet to a point; thence turning and running S 48° 01' 36" E a distance of 168.63 feet to a point; thence turning and running S 68° 12' 01" E a distance of 102.66 feet to a point; thence turning and running S 65° 17' 54" E a distance of 35.24 feet to a point; thence turning and running S 06° 56' 02" E a distance of 188.39 feet to a point; thence turning and running S 15° 43' 53" W a distance of 51.62 feet to a point; thence turning and running along a curve having a radius of 225.00 feet and distance of 40.00 feet to the point of beginning.

Together with the right of ingress and egress, in common with others entitled thereto, over the private roadway, Gladiola Way, as shown and noted on said Plan, until such date as the City of Dover accepts said roadway as a public road.

Subject to easements and restrictions of record.

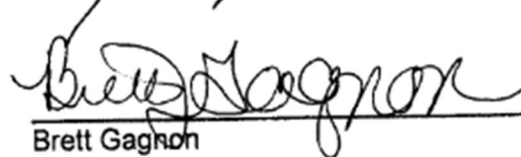
Subject to and together with the Shared Driveway Agreement by Gladiola Lane Development, LLC dated September 3, 2009 and recorded in the Strafford County Registry of Deeds in Book 3774, Page 536.

Meaning and intending to describe and convey the same premises conveyed to Jason Gagnon and Brett Gagnon by virtue of a deed of Gladiola Lane Development, LLC dated August 14, 2012 and recorded in the Strafford County Registry of Deeds at Book 4043, Page 990.

Executed this Jan 9, 2019.



Jason Gagnon

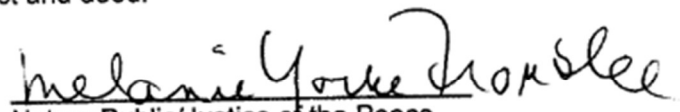


Brett Gagnon

State of NH
County of Strafford

Jan 9, 2019

Then personally appeared before me the said Jason Gagnon and Brett Gagnon and acknowledged the foregoing to be their voluntary act and deed.



Notary Public/Justice of the Peace
Commission expiration:

MELANIE YORKE TROMBLEE
Commissioner of Deeds - New Hampshire
My Commission Expires May 27, 2020

Property Location:
4 Winding Brook Dr

Parcel ID: A0028-004000

Map Block No. A-28-4-0

Class: R

Use: 101

Card 1 of 1

Current Owner

Iyengar Vishnu &
Wollenweber Kathryn
4 Winding Brook Dr
Dover Nh 03820

Previous Owner History

Name	Deed	Date
Gagnon Jason &	4043/990	08/14/2012
Gladiola Lane Development Llc	3613/868	02/06/2008
Tsimekles Vivian Revocable Trus	3316/137	01/04/2006

Miscellaneous

Deed Info: 4628/999-01/11/2019
Zoning: R-40
Neighborhood: 148
Living Units: 1
Street/Road: Private

Estimates
MRA:
Weighted:
Market:

Assessment Information

Assessed Value: * Prior
Land: 144,400 144,400
Building: 464,300 464,300
Total: 608,700 608,700
Assessed Information:
Value: 608,700

Effective DOV: 4/1/2025
Value Flag: COST VALUE

Notes

Entrance Information

Date	Time	ID	Actv	Entrance Code	Source
04/24/2012	P	BL		Entry Gained	Builder
01/25/2019	C	BL		Ext. Insp.	
02/01/2019	C	RB		Tot Refusal	

Sales History				
Book/Page	Date	Price	Type	Validity
4628/999	01/09/2019	370,000	2	08
4043/990	08/14/2012	294,000	2	15

Permit Information				
Date	Permit #	Price	Purpose	% Comp.
04/26/2013	13-97	4,500	16x20 Rear Wdk	100
10/09/2012	FLAG		Remove Uc	100

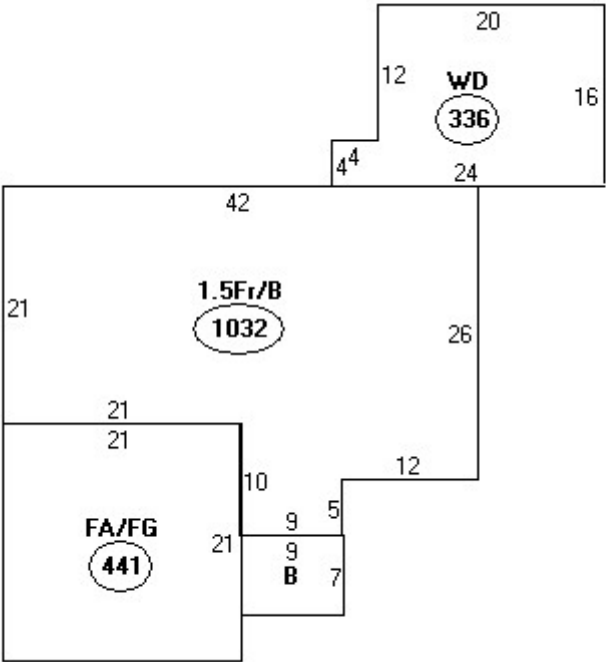
Land Information						
Type	Size	Grade	Influence Factor 1, 2 and %			Value
Primary	A	1 0	Access	Topography	-10	144,000
Residual	A	0.03 0			0	430
Total Acres for this Parcel		1.03	Total Land Value		144,400	

Out Building Information								
Type	Qty	Year	Size1	Size2	Grade	Cond	%Good	Value
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
Total OBY for this card								0

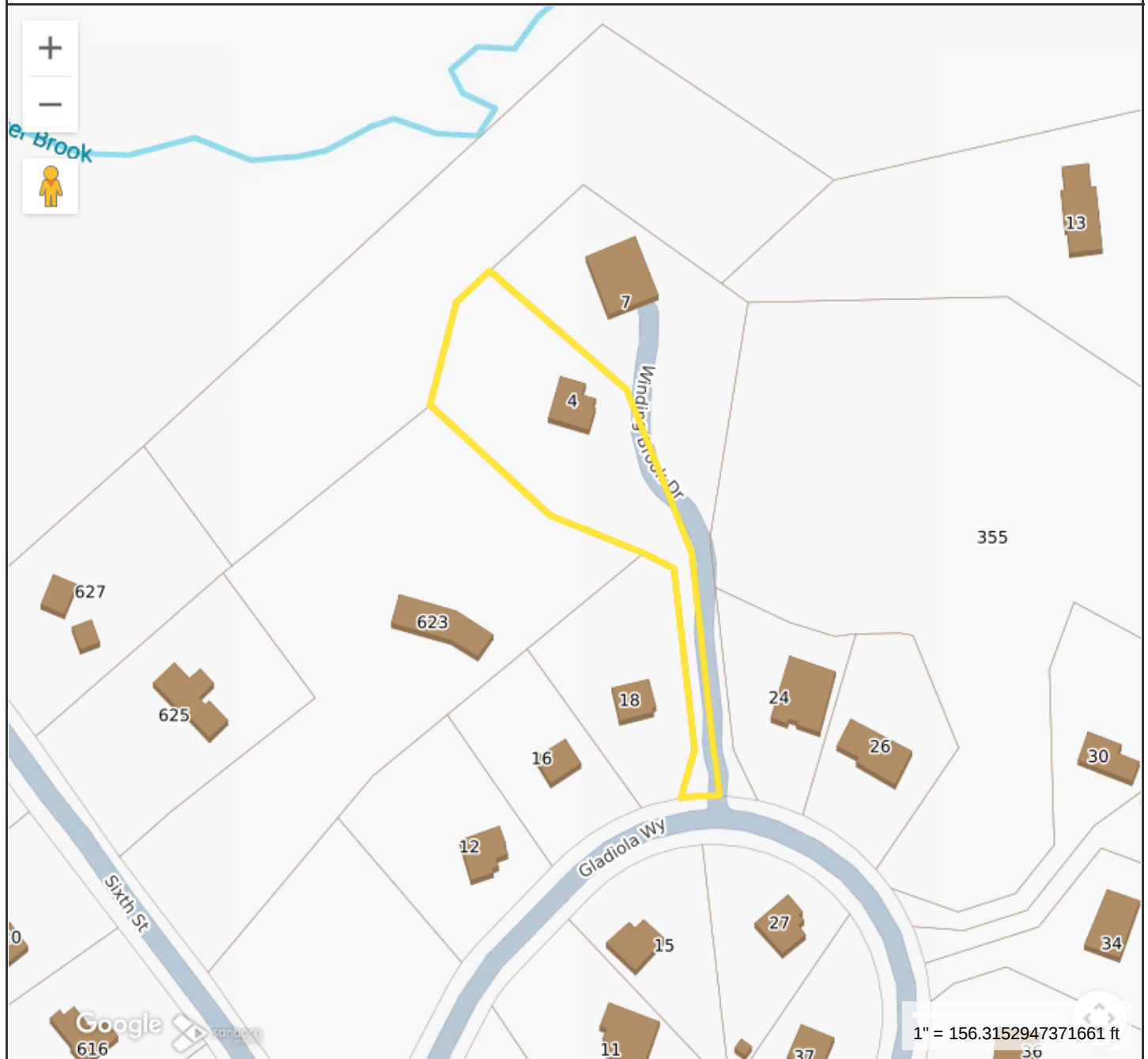


Inspection witness by: _____

Dwelling Information					Replacement Costs					
Style:		Cape			Base Price:		324,050			
Condo Style:					Additions:		57,700			
Exterior Walls:		Alum/Vinyl			Unfinished Area:		0			
Story Height:		1.5			Basement:		0			
Attic:		None			Attic:		0			
Interior/Exterior:		Same			Plumbing:		14,060			
Basement:		Full			Heating A/C Adj.:		12,290			
Bsmt Garage:		0			FBLA:		0			
Rec Room size:		0	0		Rec Room:		0			
FBLA size:		0	0		Fire Place:		14,060			
Unfinished Area:		0			Basement Garage:		0			
WB Fireplace:		Stacks	1	Openings	1	Exterior Trim:		0		
MTL Fireplace:		Stacks	0	Openings	0	Subtotal:		422,160		
Heating Type:		Central A/C			Grade Factor:		1.17			
Fuel:		Electric			C & D Factor:		0.00			
Heating System:		Geo-Thermal			Total RCN:		493,930			
Year Built:		2011			Percent Good:		0.94			
Eff. Yr Built:		0			Eco Depr:		0			
Ground Flr Area:		1032			Func Depr:		0			
Tot Living Area:		2008			Under Constcn %:		0			
Basement Area:		0			Market Adj.:		0.00			
Grade:		B-			Total RCNLD:		464,300			
Condition:		Average								
CDU:		AV								
Building Notes:										



Descriptor/Area	
A:	1.5Fr/B 1032 sqft
B:	FA/OFP 63 sqft
C:	FA/FG 441 sqft
D:	WD 336 sqft

**Property Information**

Location 4 WINDING BROOK DR
Owner IYENGAR VISHNU &
Land Use 101R
Zoning Code R-40
Property Id A0028-004000

**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

City of Dover, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 06/2026
Data updated Daily

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.

SHARED DRIVEWAY AGREEMENT

NOW COMES the undersigned, Gladiola Lane Development, LLC, ("Gladiola") which owns a fee simple interest in certain real estate in Dover, Strafford County, New Hampshire, more particularly described below and as owner of said land desires to subject a portion of the land to this Shared Driveway Agreement (the "Agreement"), and says as follows:

WHEREAS, Gladiola owns a certain parcel of land which has been subdivided including those lots shown as Lots 4, 5, and 20 on a plan of land entitled "Long Meadow Subdivision Plan, Tax Map A, Lot 28, Sixth Street, Dover, New Hampshire" prepared by McEneaney Survey Associates, Inc., dated 4/26/06 with revision #8 dated 1/24/08 and recorded in the Strafford County Registry of Deeds as Plan #93-39, 93-40, 93-41. Lots 4, 5, and 20 shall be referred to as the "Lots" and the above-referenced plans shall be referred to as the "Plan"; and

WHEREAS, Gladiola has constructed a driveway ("Shared Driveway") for the purpose of egress and access to the Lots; and

WHEREAS, the Shared Driveway will be the only means of accessing said Lots 4, 5, and 20; and

WHEREAS, Gladiola desires to set out the burdens and benefits to the owners of Lots 4, 5, and 20 (referred to individually as "Owner", and collectively as "Owners"), as to the Shared Driveway;

NOW THEREFORE, the following obligations and benefits shall pertain to the Shared Driveway:

1. Gladiola has constructed the Shared Driveway on a portion of the Lots, which Shared Driveway is identified on the Plan as the Common Driveway Easement, for the purpose of providing a common means of access and egress to the Lots.
2. The Owners of the Lots shall each have the non-exclusive right to use the Shared Driveway for the purpose of access and egress to the Lots.
3. Any and all costs relating to the maintenance, and upkeep of the Shared Driveway, including but not limited to snow removal, repair, maintenance and replacement of the Shared Driveway, shall be shared equally among the Owners of the Lots.
4. The Owners shall decide who to employ to provide the above described services. The Owners shall establish a yearly budget for such costs, and shall determine among themselves how monies assessed pursuant to said budget shall be collected, and disbursed. A majority of the

Owners shall have the power to make any decisions relating to the Shared Driveway and the decision of the majority of the Owners shall be binding on all of the Owners.

5. Each Owner shall include the Shared Driveway on his/her insurance policy as if said Owner owned the Shared Driveway on his/her own. Any Owner may request proof of such insurance from any other Owner, and the same shall be delivered within two weeks of making such a request.

6. No Owner shall park cars, store vehicles, toys, bikes or other playthings, equipment of any kind, or any other object which interferes with the access to or egress from the Shared Driveway by any other Owner.

7. Each Owner shall place any trash cans or recycle bins, brush, or any other waste for pick-up on the Shared Driveway in such a way as to not interfere with the ability of the other Owners to cross over the Shared Driveway or to access the Lots. Each Owner shall further remove any and all emptied cans or bins within 24 hours after such cans or bins have been emptied.

8. No Owner shall erect a fence, wall or similar structure on the Shared Driveway that might interfere with the use of the Shared Driveway by the other Owners.

9. If any of the Owners fails or refuses to pay their portion of any bills or assessments relating to the Shared Driveway, the non-paying Owner shall be charged a penalty equal to fifty percent (50%) of their portion or assessments in addition to the amount owed.

10. In the event of a dispute arising with regard to any of the provisions of this Agreement, any Owner may cause the same to be referred to arbitration in accordance with the rules of the American Arbitration Association, or, such disputes may be submitted to private binding arbitration only upon agreement of all of the Owners.

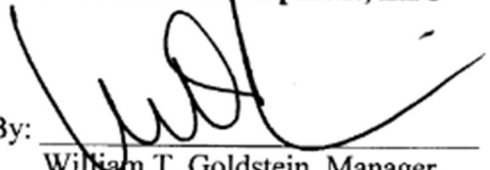
11. If any Owner is forced to pursue collection of any amounts due from any other Owner of the Lots, the non-defaulting Owner(s) shall be entitled to recover their cost of collection, including reasonable attorney's fees, from the defaulting Owner.

12. This Agreement shall not be modified except in writing signed by all Owners, their successors or assigns.

13. This Agreement and its obligations and benefits shall run with the land and shall be binding upon and inure to the benefit of the Owners and their respective successors and assigns.

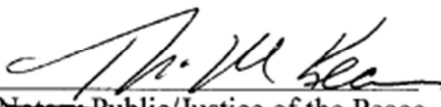
14. This Agreement shall be governed by the laws of the State of New Hampshire.

Gladiola Lane Development, LLC

By: 
William T. Goldstein, Manager

State of New Hampshire
County of Rockingham

This instrument was acknowledged before me on September 3, 2009 by William T. Goldstein as Manager of Gladiola Lane Development, LLC.


Notary Public/Justice of the Peace

Thomas M. Keane
Justice of the Peace
My commission expires
Commission Exp. 01-16-13

BYLAWS
Of
GLADIOLA WAY HOMEOWNER'S ASSOCIATION

ARTICLE I
Definitions

- (a) "Association" or "Unit Owner's Association" shall mean the Gladiola Way Homeowners Association, a New Hampshire nonprofit corporation, its successors and assigns. This Association is created pursuant to the approval by the Dover Planning Board of the Long Meadow Subdivision.
- (b) "Common Expenses" shall mean the actual expenses of the Association, if any, all as may be found to be necessary and appropriate by the Officers pursuant to these Bylaws.
- (c) "Officers" shall mean the President, Secretary, Treasurer, and any other person elected by the Association to serve in such position.
- (d) "Open Space" shall mean that area designated as Open Space on the Plan entitled "Long Meadow Subdivision Plan, Tax Map A, Lot 26, Sixth Street, Dover, New Hampshire", prepared by Jones & Beach Engineers, Inc., dated 4/26/06 with revision #8 dated 1/24/08 and recorded in the Strafford County Registry of Deeds on February 6, 2008, as Plan No. 93-39, 93-40, 93-41.
- (e) "Detention Ponds" shall mean all stormwater infrastructure associated with the subdivision property within Open Space areas of the subdivision.
- (f) "Owner" or "Unit owner" shall mean the record owner, whether one or more persons or entities, of any residential lot which is part of the Association.
- (g) "Rules & Regulations" or "R&R" shall mean those Rules and Regulations as set forth on Exhibit "A" attached hereto, as may be amended from time to time.
- (h) "Unit" shall mean any house constructed on a residential lot which is part of the association.
- (i) "Record Book" shall mean all documents, paper and electronic, pertaining to Association business affairs.

ARTICLE II
Applicability

Section 1. Applicability. All present and future Owners, tenants, future tenants, their guests, and any other person who shall use the property of the Association, shall be subject to these Bylaws and to the R&R of the Association.

ARTICLE III The Association

Section 1. Name. The name of this Association will be the Gladiola Way Homeowner's Association.

Section 2. Membership. Each Unit owner, upon acquisition of an ownership interest in a Unit, shall automatically become a member of the Association, and shall remain a member thereof until such time as the ownership ceases for any reason. Membership may be held in the name of more than one owner. Such membership shall terminate upon the sale or other disposition of such Unit, at which time the new owner of the Unit shall automatically become a member of the Association.

Section 3. Duties of the Association. The Association, through its Officers, shall administer and manage, the affairs of the Association, and enforce the R&R, and do any and all other things necessary and/or appropriate to carry out the duties and obligations reasonably intended to be required of it under these Bylaws. The Association, through its Officers, shall be responsible for representing the Unit owners in negotiating any agreements, contracts, settlements, etc.

ARTICLE IV Meetings of the Unit Owners Association

Section 1. Place of Meetings. Meetings of the Unit owners shall be held at a suitable place convenient to the Unit owners as may be designated by the Officers of the Association.

Section 2. Annual Meeting. The annual meeting of the Association shall be held on the fourth Thursday of April; however the initial annual meeting shall be held at a time which is mutually convenient for a majority of the Unit Owners, with notice of same to be provided consistent with that set forth in Section 3 below. Notice of such meeting shall be given in accordance with the provisions of Section 4 of this or her Article IV. The annual meeting of the Association shall be held on the same date of each succeeding year or on such date within a thirty day period prior to or subsequent to such date (so long as such meeting is held at least once each calendar year). At such annual meetings the Officers of the Association shall be elected/appointed by ballot of the Unit owner's association in accordance with Article IV, Section 1 of these Bylaws.

At or prior to the annual meeting, the Officers or their delegates shall furnish to the Unit owners a budget for the coming fiscal year that shall itemize the estimated Common Expenses of the coming fiscal year with the estimated allocation thereof to each Unit Owner.

Section 3. Special Meetings. Special meetings of the Association may be held at any reasonable time as requested by the President pursuant to a resolution of the Association, or upon petition signed and presented to the Secretary by Owners having not less than one half of the votes appertaining to the Units. A minimum of seven (7) days' notice shall be provided to all members of the Association prior to the special meeting, and the other requirements dealing with notice shall be given in accordance with Section 4 of this or her Article III.

Section 4. Notice of Regular Meetings. Not less than twenty-one (21) days in advance of the annual meeting or any regular scheduled meeting of the members of the Association, written notice stating the time, place and purpose(s) of such meetings shall be given by or at the direction of the Secretary. Notice shall be given in hand carrying the notice to a Unit owner's premises, by notice posted through an Association maintained e-mail group or distribution list or by U.S. Mail return receipt requested, to all Unit owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary.

Section 5. Adjourned Meetings. If any meeting of owners cannot be organized due to the failure to obtain a quorum, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed, announced and posted at such meeting.

Section 6. Conduct of Meeting. The President or his or her or her designee, shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a record book all resolutions adopted by the meeting as well as a record of all transactions occurring there at.

ARTICLE V Unit Owners Association Voting

Section 1. Allocation of Votes. Each Unit shall be entitled to one vote at any duly called meeting. If two or more persons, own an undivided interest in a Unit, only one vote shall be cast by said persons, and consent of the other owners shall be conclusively presumed.

Section 2. Voting Requirements. An owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, he shall have fully paid all assessments made or levied and due against him and his or her Unit, if any, by the Association at least three days prior to the date fixed for such annual or special meeting.

Section 3. Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit owner (s). No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit owner(s) or by any of such persons, that it be revoked. Revocation shall not affect any vote or act previously taken or authorized.

Section 4. Quorum. A quorum exists if persons entitled to cast fifty-one percent (51%) of the votes of the Association are present either in person or by proxy at the beginning of such meeting.

Section 5. Transaction of Business. Except as where a greater number is required by these Bylaws, a majority of the votes of the Unit owners, in good standing and entitled to vote, voting in person or by proxy, is required to adopt decisions at any meeting of the Association, except for the election/appointment of Officers which may be accomplished by the plurality of the votes.

Section 6. Amendment of Rules & Regulations. A unanimous vote (100%) of the Unit

owners, in good standing and entitled to vote, voting in person or by proxy, is required to adopt decisions amending, adding to or changing the Rules & Regulations.

ARTICLE VI Officers

Section 1. Designation. The principal Officers of the Association shall be President, Secretary, and Treasurer, all of whom shall be elected/appointed by the members of the Association and shall be Unit owners. In addition to the aforesaid Officers, other Officers, as in the judgment of the Association may be necessary, may be elected/appointed by the Association. The offices of Secretary and Treasurer may be held simultaneously by the same person.

Section 2. Election of Officers. The Officers shall be elected/appointed annually by the Unit Owners at the annual meeting of the Association and shall hold office at the pleasure of the Unit Owners.

Section 3. Removal of Officers. The Officers shall hold office until their respective successors are chosen and accept such office. Any Officer elected or appointed by the Association may be removed at any time by the affirmative vote of a plurality of the voters of the Association, and his or her successor may be elected/appointed at any meeting of the Association.

Section 4. President. The President shall be the chief executive Officer of the Association and shall preside at meetings of the Association. He or she shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Association are carried into effect.

Section 5. Secretary. The Secretary shall attend all meetings of the Association, and shall keep and record the minutes of all proceedings in the record book of the Association. He or she shall keep the record book current and in his or her custody. He or she shall give notice of all meetings of the Association, and shall perform such other duties as may be prescribed by the President. All of the documents prepared by the Secretary shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days.

Section 6. Treasurer. The Treasurer shall have the custody of all funds if any, and shall keep full and accurate records or receipts and disbursements, shall prepare all required financial data, and shall deposit all money and other valuable effects in such depositories as may be designated by the Association. All Unit Owners shall have the right to examine the books of the Association at reasonable times and places.

Section 7. Execution of Documents. All instruments of the Association shall be executed by the President and Treasurer or persons as may be designated in writing by the Association.

Section 8. Powers and Responsibilities. In addition to the general duties imposed by these Bylaws, the Officers shall have the power to perform, and shall be responsible for, the following:

- (a) Preparation of an annual budget to establish the assessment of each Unit Owner for the Common Expenses, and the making of such assessment, which shall be payable once a year on a date set by the Officers.
- (b) To provide for the accumulation and maintenance of an adequate operating and capital reserve for contingencies, replacements and repairs in relation to the Open Spaces, Detention Ponds and the Gladiola Way roadway (in the event the road is not accepted as a public street by the City of Dover).
- (c) To provide for the maintenance of and insurance on the Open Space, as provided in Article VIII, Section 1 of these Bylaws; to preserve the Open Space in its natural state as well as the 50 foot and 100 foot buffers, and the authorize the use of the Open Space for passive recreation by Unit Owners and Unit Owner guests.
- (d) To provide for the maintenance of and insurance on the Detention Ponds, as provided in Article VIII, Section 1 of these Bylaws.
- (e) Enforcing by legal means the provisions of these Bylaws and the R&R, and bringing any proceedings which may be instituted on behalf of the Owners.
- (f) To provide for the maintenance of and insurance on the street known as Gladiola Way, as provided in Article VIII, Section 1 of these Bylaws in the event that such street is not accepted as a public roadway by the City of Dover, New Hampshire.
- (g) Opening of bank accounts on behalf of the Association and designating signatories therefore.

Section 9. Compensation of Officers. No Officer shall receive any compensation from the Association for acting as such.

Section 10. Liabilities of Members and Officers. Neither the members of the Association nor the Officers of the Association shall be liable to any Unit Owner for any mistake of judgment, negligence or otherwise, in the performance of any function in those capacities, except for their own individual willful misconduct, gross negligence or bad faith. The Unit Owners and the Association shall indemnify and hold harmless each of the members and Officers of the Association from any and all contractual liability arising out of the contracts made by the Officers on behalf of the Association unless such contract is in violation of the express provisions of the Bylaws.

ARTICLE VII Operation of Property

Section 1. Determination of Common Expenses and Assessments Against Owners.

Each year the Officers shall adopt a budget for the Association. The said budget shall constitute the basis for determining the Owner's assessment for the Common Expenses of the Association. The total amount of the estimated budget for the fiscal year adopted by the Association shall be divided by nineteen, the number of Units in the Association, and that amount shall be assessed by the Treasurer against each Owner, to be paid once a year, at a date determined by the Officers.

Section 2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Association, pursuant to the provisions of Section 1 of this Article VII.

Section 3. Recordable Statement of Unpaid Assessments. Any acquiring Owner or transferring Owner shall be entitled to a recordable statement from the Treasurer setting forth the amount of unpaid assessments against the transferring Owner and such acquiring Owner shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth.

Section 4. Maintenance and Repair The Association shall be responsible for the maintenance and repair of the Open Spaces and Detention Ponds including designating, hiring and dismissing the personnel necessary therefor and, where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and materials to be used by such personnel in the performance of their duties.

- (a) Open Space. The Association shall be responsible for the operation, preservation and maintenance of Open Spaces as identified in Article I of these Bylaws. Open Spaces shall be preserved in their natural state as well as 50-foot and 100-foot buffers shall remain in their natural state. It shall be noted that the homeowners have the right to utilize the Open Spaces for passive recreation.
- (b) The Association shall be responsible for the inspection and maintenance of Detention Ponds and associated erosion control facilities as set forth in the Stormwater Management Operation and Maintenance Manual prepared by Jones & Beach Engineers, Inc. and attached hereto as Exhibit "B".

ARTICLE VIII Insurance

Section 1. Insurance Required. The Officers shall have the power to obtain insurance to cover the Open Spaces and Detention Ponds for property, casualty and comprehensive liability in amounts determined by the Officers.

- (a) Such insurance shall be written in the name of the Association and the proceeds thereof shall be payable to the Officers of the Association as trustees for the Owners and their respective mortgagees, and provisions shall be made for the

issuance of certificates of such insurance to the Owners and their respective mortgagees.

Section 2. General Insurance Provisions.

- (a) The Association through its President and Treasurer shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Section 1 above and shall review the coverage under said policies with the insurer or insurance agent, at least every other year, said review to include a valuation of the Open Space and Detention Ponds and shall make any necessary changes in the policy provided for under Section 1 above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such Section.
- (b) Original of all policies and endorsements shall be deposited with an insurance agent to be agreed upon by the Association.

ARTICLE IX

Amendment to Bylaws

Section 1. Amendments. Except as otherwise provided herein, these Bylaws may be modified or amended by the vote of a sixty-six percent (66%) of the Unit Owners at a duly called meeting.

ARTICLE X

Compliance and Default

Section 1. Default and Relief. Each Owner shall be governed by, and shall comply with, all of the terms of these Bylaws, and the R&R, and any amendments of the same. A default by Owner shall entitle the Association to exercise any/all of its legal remedies as set forth in the Bylaws, or any other legal or equitable remedy available to the Association. A Unit Owner shall be in default when any of the terms of the Bylaws, R&R, and any amendments thereto are being violated by the Unit Owner.

(a) Legal Proceedings. Failure to comply with any of the terms of these Bylaws, and the R&R shall be grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, foreclosure of the lien for payment of all assessments, and other relief provided for in these Bylaws, and any other relief afforded by a court of competent jurisdiction, all of which may be sought by the Association.

(b) Costs and Attorneys Fees. In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

(c) Interest. In the event of a default in the payment of any financial assessment, award or judgment against any Unit Owner by the Association which shall continue for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law, or at eighteen percent (18%), whichever is less, per annum from the due date thereof. In addition, the Association shall have the authority to impose a late payment charge on such defaulting Owner in an amount not to exceed five percent (5%) on any amount so overdue.

Section 2. Lien for Assessments.

(a) The total annual assessment of each Owner for the Common Expense or any special assessment levied pursuant to these Bylaws is hereby declared to be a lien levied against the Unit of such Owner.

ARTICLE XI Resale by Owner

Section 1. In the event of any resale of a Unit or of any interest therein by Owner, the prospective Owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the following:

- (a) A copy of the income statement of the Association for the last fiscal year for which such statement is available;
- (b) A statement of the status of any pending suits or judgments in which the Association is a party defendant;
- (c) A statement setting forth what insurance coverage is provided by the Association, if any.

ARTICLE XII Resolution of Disputes

In the event of a dispute arising with regard to any of the provisions of the Bylaws or the R&R, any party involved may cause the same to be referred to arbitration by requesting arbitration as set forth below, and such arbitration shall be governed by the provisions of RSA Chapter 542.

In the event of arbitration, the party requesting the arbitration will give immediate notice thereof to all other parties, including the Association and all other Owner as promptly as possible after the reference to arbitration is made, giving all such parties an opportunity to appear at such proceedings. Thereafter, any dispute referred to arbitration shall be resolved by the picking of a neutral arbitrator satisfactory to both parties. In the event the parties cannot agree on an arbitrator they shall each pick one arbitrator within ten days of written request from the other party and those arbitrators shall meet and resolve any disputes within thirty days after the choosing of the third arbitrator. In the alternative, either party upon written notice to the other, may refer any dispute to the American Arbitration Association. Any award rendered therein shall be final and binding upon the

parties and their representatives and judgment may be entered thereon in any court having jurisdiction, and may be enforceable by a decree of a specific performance of injunction, if appropriate.

ARTICLE XIII

Compliance, Conflict and Miscellaneous Provisions

Section 1. Severability. If any provisions of these Bylaws or R&R, or any section, are held invalid, the validity of the remainder of these Bylaws and the R&R shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

Section 2. Waiver. No provision contained in these Bylaws and the R&R shall be deemed to have been abrogated or waived by reason of any failure to enforce the same (except where a right is dependent upon the notice to be given within a specified period), irrespective of the number of violations or breaches which may occur.

Section 3. Gender, etc. Whenever in these Bylaws or R&R, the context so requires, the singular number shall include the plural and the reverse; and the use of any gender shall be deemed to include all genders.

EXECUTED as of this 10th day of December, 2012

EXECUTED as of this 10th day of December, 2012

GLADIOLA WAY HOMEOWNERS
ASSOCIATION

[Signature]
Witness

By: [Signature] 12/8/12
James L. Brooks Date
32 Gladiola Way
Dover, NH 03820

[Signature]
Witness

By: [Signature] 12/7/12
Kristina D. Amey Date
32 Gladiola Way
Dover, NH 03820

[Signature]
Witness

By: [Signature] 12/8/12
Ryan T. Landreau Date
27 Gladiola Way
Dover, NH 03820

[Signature]
Witness

By: [Signature] 12/7/12
Keith R. Johnson Date
26 Gladiola Way
Dover, NH 03820

[Signature]
Witness

By: [Signature] 12/7/12
Cynthia L. Johnson Date
26 Gladiola Way
Dover, NH 03820

[Signature]
Witness

By: [Signature] 12/8/12
Eric L. Pigman Date
30 Gladiola Way
Dover, NH 03820

Witness

By:

Carla R. Pigman
30 Gladiola Way
Dover, NH 03820

Date

Witness

By:

John H. Lovering
24 Gladiola Way
Dover, NH 03820

Date

Witness

By:

Melanie V. Lovering
24 Gladiola Way
Dover, NH 03820

Date

Witness

By:

E. A. Andrews
34 Gladiola Way
Dover, NH 03820

Date

Witness

By:

Kelly J. Parker
34 Gladiola Way
Dover, NH 03820

Date

Witness

By:

Jonathan T. Otterson
11 Gladiola Way
Dover, NH 03820

Date

Witness

By:

Laura M. Otterson
11 Gladiola Way
Dover, NH 03820

Date

Shirley Arney
Witness

By: Joseph A. Alty 12/9/12
Joseph A. Alty Date
37 Gladiola Way
Dover, NH 03820

Shirley Arney
Witness

By: Kimberly A. Alty 12/7/12
Kimberly A. Alty Date
37 Gladiola Way
Dover, NH 03820

Shirley Arney
Witness

By: John Valyo 12-10-12
John Valyo Date
20 Gladiola Way
Dover, NH 03820

Kimberly A. Alty
Witness

By: Kevin Martindale 12/8/12
Kevin Martindale Date
18 Gladiola Way
Dover, NH 03820

EXHIBIT A

Rules and Regulations
Gladiola Way Homeowner's Association
Dover, New Hampshire

Now Comes Gladiola Way Homeowner's Association (hereinafter referred to as "Association"), and hereby submits each lot in the Gladiola Way Association to the following Rules and Regulations, which covenants shall run with the land, in perpetuity. These Rules and Regulations are adopted for the benefit of the members of the Association. They are intended to preserve and enhance the value of the Owner's property. They are not designed to unduly restrict or burden the use of the Property.

1. APPLICABILITY

- a. Each and every owner of the lot hereinabove made subject to these covenants, in accepting a deed or contract for any said lots, agrees for himself or herself, his or her heirs, executors, administrators, successors or assigns to become subject to these Rules and Regulations.

2. USE OF LOTS

- a. The lots in the Associations shall conform with the City of Dover ordinances

3. GENERAL PROVISIONS

- a. Invalidity of any one of these Rules and Regulations by court order shall in no way effect any of the other provisions which shall remain in full force and effect.
- b. These Rules and Regulations shall be read in conjunction with all other documents affecting the Association including recorded plans. In the event of a conflict between these Rules and Regulations and any other recorded documents affecting use of lots, or Association property, the more restrictive provision shall govern the use or activity on the lot or in the Association.
- c. Failure to specifically refer to and include or incorporate these Rules and Regulations in deeds to any lot shall not in any manner affect the validity and effectiveness of these restrictions upon any lot made subject to them.
- d. There shall be no use of Open Space and Detention Ponds which injuries or scars the Open Space and Detention Ponds, increase the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to the other Owners in their enjoyment of their properties. The Open Space and the 50 foot and 100 foot buffers shall remain in their natural state. Detention Ponds shall be maintained according to maintenance guidelines.
- e. Complaints of violation of these Rules and Regulations should be made to the Association's Officers or the Associations authorized agent, in writing. If the Association feels that the complaint is justified, it will take whatever action it deems necessary. The complaint will be notified in writing by the Association's authorized agent or the President of the Association as to what action has been taken.

EXHIBIT B

STORMWATER MANAGEMENT OPERATION AND MAINTENANCE MANUAL

For

Gladiola Subdivision

Gladiola Homeowner's Association

Sixth Street
Dover, New Hampshire



Prepared by:

Jones & Beach Engineers, Inc.

85 Portsmouth Avenue

P.O. Box 219

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May 25, 2012

JBE Project No. 05178.1

Inspection and Maintenance of Facilities and Property

A. Maintenance of Common Facilities and Property

1. The Gladiola Homeowner's Association will be responsible for maintenance of all stormwater infrastructure associated with the subdivision property following construction within Open Space areas of the subdivision. The City of Dover will be responsible for the roadway and drainage infrastructure which are located within the City Right-of-Way, including catch basins and the two (2) detention pond inlet culverts. The Homeowner's Association will be responsible for maintenance of two (2) detention ponds, stone rip rap aprons, and grassed treatment stormwater conveyance channels. This Manual will detail requirements for all temporary and permanent stormwater and erosion control facilities after construction.

B. General Inspection and Maintenance Requirements

1. This Manual covers the following temporary and permanent stormwater and sediment and erosion control facilities to be maintained on the site including, but not limited to, the following:
 - a. Culvert inlet/outlet protection measures
 - b. Outlet Structures and Detention Ponds
 - c. Rock rip rap
 - d. Permanent Swales
 - e. Vegetation and landscaping areas
 - f. Debris
2. Following site construction, maintenance of constructed facilities shall comply with the following criteria and schedule:
 - a. The general contractor shall strictly adhere to all approved Subdivision Plans and notations as approval by local and state agencies (16 sheet set).
 - b. Once construction has been completed, all stormwater facilities (including the two (2) detention ponds, pond outlet structures, stone rip rap aprons, and grassed swales) shall have any accumulated sediment and debris removed from them and properly disposed by the site contractor.
 - c. Once construction has been completed and the site has been completely stabilized with vegetation, the contractor shall remove all temporary erosion control measures (silt fence, etc.) and, if necessary, smooth and re-vegetate the areas disturbed by removal of the measures.
 - d. These measures are not intended to be all-inclusive. The contractor shall utilize any and all means necessary to prevent erosion of the site and the sedimentation of adjacent properties or wetlands throughout the duration of site construction work activities.

3. Maintenance of permanent measures shall be performed by the Homeowner's Association, and/or each individual homeowner, in accordance with the following schedule:
 - a. All roadways and drainage infrastructure within the City Right-of-Way shall be maintained by the Dover Community Services Department in accordance with its standard regulations and procedures.
 - b. **Inspection** of two (2) detention pond discharge culvert inlets and outlets at least **once per month** during the rainy season (March to November). Any debris is to be removed and disposed of properly.
 - c. **Annual spring inspection** of the entire developed portion of Open Space A and Open Space B for erosion, destabilization, settling, and sloughing. Any needed repairs are to be conducted immediately.
 - d. **Annual spring inspection** of site vegetation and landscaping on Open Space A and Open Space B shall be performed to ensure adequate stabilization and visual aesthetics. Any areas that are bare or thin shall be reseeded and mulched with hay or, if the case is extreme, loamed and seeded (or sodded) to ensure adequate vegetative cover to prevent erosion and to provide stormwater treatment. Landscape specimens shall be replaced in kind if they are found to be dead or dying.
 - e. Vegetated swales from the two (2) detention ponds on Open Space A should be **inspected in the spring and in the fall** to evaluate slope integrity, vegetative health, soil stability, erosion, ponding, and sedimentation. Areas where vegetation has not become established or has died should be reseeded or additional loam and seed or sod may be required. Mowing should be performed at least once a year, but not shorter than four inches, with all grass clippings removed. Sediment build-up in swales is to be removed if it is deeper than six inches, and any debris also removed; required repairs should be performed immediately. Woody vegetation shall not be allowed to grow in swales.
 - f. Rock rip rap aprons should be **inspected annually and after every major storm event** in order to ensure that it has not been displaced, undermined, or otherwise damaged. Displaced rock should be replaced, or additional rock added in order to maintain the structure(s) in their undamaged state. Woody vegetation should be cut annually and not be allowed to become established in rip rap areas, and/or any debris removed from the void spaces between the rocks.
 - g. A roadway culvert extends northerly along the Lot 6 and 7 property line to an outfall in Open Space A. The culvert end and rock rip rap apron should be **visually inspected monthly** and debris removed. Any areas of erosion should be repaired immediately and re-vegetated.
 - h. Several Individual Residential Lots include stormwater features that shall be **inspected at least twice a year and after every large storm event by each respective homeowner**. After real estate closing, the homeowner will be responsible for maintenance of these systems. The Gladiola Homeowner's

Association has no responsibility for these individual and/or shared Lot systems. The following Lots have specified stormwater devices:

- i. All Lot home owners have foundation drains, which should be **visually inspected monthly** and kept clear of debris by each home owner.
 - ii. Lots 4, 5, and 20 share a common driveway, which includes a cross culvert. This culvert and rock rip rap apron should be **visually inspected monthly** and debris should be properly removed. Any areas of erosion should be repaired immediately and re-vegetated by the home owners.
 - iii. Lots 8, 9, and 10 share a driveway culvert. This culvert and rock rip rap apron should be **visually inspected monthly** and debris should be properly removed. Any areas of erosion should be repaired immediately and re-vegetated by the home owners.
 - iv. Lot 11 has a leaching infiltration basin that should be **visually inspected monthly** and debris removed by the home owner.
 - v. Lot 17 has an area yard drain with a subsurface pipe system. This yard drain should be cleaned out twice a year at a minimum, vacuumed if necessary by the home owner. Any debris found in the bottom of the yard drain should be cleaned to prevent subsurface piping from becoming clogged. The yard drain should be **visually inspected monthly**. All means of prevention and maintenance should be used to be certain that the system functions properly.
 - vi. Lot 20 has a driveway cross culvert. This culvert and rock rip rap apron should be **visually inspected monthly** and debris should be properly removed. Any areas of erosion should be repaired immediately and re-vegetated by the home owner.
- i. The two (2) Detention Ponds are to be **inspected on a semi-annual** basis by the Homeowner's Association. Inspections and maintenance shall include the following:
- i. Inspection of the pond water levels to ensure proper drainage.
 - ii. Inspection of the discharge culvert inlets and outlets to ensure that flow areas are not blocked by debris. If required, debris is to be removed and properly disposed. The pond outlet structures sump and riser pipe inlet shall be cleared of all debris and sediment.
 - iii. Inspection of side slopes and embankment for rodent burrows, erosion, destabilization, settling, and other signs of structural failure. Areas showing signs of erosion or thin or dying vegetation should be repaired immediately by whatever means necessary **without the use of fertilizer**. Rodent burrows are to be repaired immediately and the suspect animals apprehended with non-lethal traps if the problem persists.

- iv. Pond berms should be mowed at least twice annually so as to prevent the establishment of woody vegetation – trees should **never** be allowed to grow on a pond berm, as they may destabilize the structure and increase the potential for failure.
- v. Inspection of the rock rip rap outlet protection aprons and emergency spillways. Dislodged rock is to be replaced, and any sediment deposits and woody growth removed.
- vi. Maintenance silt removal: detention ponds may lose some of their volume annually due to sediment accumulation. Siltation removal is required when accumulated volume loss reaches 15%, or approximately every 10-15 years. The Homeowner's Association must complete and follow any permitting requirements and applications in accordance with local and state regulations prior to performing this necessary maintenance. This operation should be done with a vacuum truck once the sediment has reached a level one-foot above the pond bottom. All sediment removed must be disposed of in an approved manner.
- vii. Every five years, the services of a professional engineer should be retained to perform a thorough inspection of all the aspects of the ponds and their infrastructure.

Any inquiries in regards to the design, function, and/or maintenance of any one of the above-mentioned facilities or tasks should be directed to the project engineer:

Jones & Beach Engineers, Inc.
Attn. Brad Jones
85 Portsmouth Avenue
P.O. Box 219
Stratham, NH 03885

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Commitment to maintenance requirements

I/we agree to complete and/or observe all of the required maintenance practices in accordance with their respective criteria and schedules as outlined above. Annual Written Reports shall be filed with the President of the Homeowner's Association.

Gladiola Homeowner's Association

Print Name

Title

Date