

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

Stratham, NH 03885

Phone: (603) 772-4747

Fax: (603) 772-0227

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

T#: (603) 772-4747
F#: (603) 772-0227

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