

**Catherine A. Berube**

**Register of Deeds, Strafford County**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**EMERSON RIDGE AT JANETOS FARM SUBDIVISION**

**DOVER, STRAFFORD COUNTY, NEW HAMPSHIRE**

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1	DEFINITIONS.....	1
2	HOMEOWNERS' ASSOCIATION. ....	2
3	LAND USE AND STRUCTURE TYPE. ....	3
4	DWELLING SIZE; APPROVAL BY DEVELOPER.....	3
5	BUILDING AND LANDSCAPING REQUIREMENTS.....	4
6	LOT GRADING.....	4
7	DRIVEWAYS. ....	4
8	BUILDING EXTERIOR.....	4
9	PROTECTION DURING CONSTRUCTION. ....	5
10	CONSTRUCTION COMPLETION.....	5
11	OCCUPANCY AND USE RESTRICTIONS.....	5
12	COMMON LAND, COMMON PROPERTY AND EASEMENTS. ....	7
13	OPEN SPACE.....	7
14	DRAINAGE AND STORMWATER MANAGEMENT. ....	7
15	SUBDIVISION ENTRANCE SIGNAGE AND LANDSCAPING. ....	8
16	SHARED PRIVATE DRIVE - LOTS 1 THROUGH 5 INCLUSIVE. ....	8
17	SOLID WASTE MANAGEMENT.....	8
18	SNOW REMOVAL.....	8
19	EROSION CONTROL. ....	8
20	RESERVATIONS AND EASEMENTS.....	9
21	AMENDMENT, MODIFICATION OR WAIVER BY DECLARANT.....	9
22	TERM.....	10
23	ENFORCEMENT.....	10
24	SEVERABILITY. ....	10
25	NOTICE OF RESTRICTIONS AND COVENANTS. ....	10
26	TITLE REFERENCE.....	10

EXHIBIT A BY-LAWS

EXHIBIT B STORMWATER MANAGEMENT/BMP INSPECTION AND MAINTENANCE PLAN

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
EMERSON RIDGE AT JANETOS FARM SUBDIVISION  
DOVER, STRAFFORD COUNTY, NEW HAMPSHIRE**

This Declaration of Covenants and Restrictions is made this 9 th day of February, 2024, by Chinburg Development, LLC, a New Hampshire limited liability company, its successors and assigns (the "Declarant"), of 3 Penstock Way, Newmarket, New Hampshire 03857 being the current owner of real property which is the subject of these covenants, conditions and restrictions situated at Gulf Road, Oak Street & Country Club Estates Drive, Dover, Strafford County, New Hampshire. The Declaration does hereby adopt the following covenants, conditions and restrictions that are specifically applicable to Lots 1-11 inclusive, and the Open Space within the Emerson Ridge at Janetos Farm Subdivision (hereinafter "Subdivision" or "Development") as shown on the approved subdivision plan entitled "Open Space Subdivision of Emerson Ridge, prepared for Chinburg Development, LLC, Tax Map N, Lot No. 13-1, Gulf Road, Oak Street & Country Club Estates Drive, City of Dover, County of Strafford, State of New Hampshire," prepared by McEneaney Survey Associates or New England, dated October 12, 2023 recorded at the Strafford County Registry of Deeds as Plan #13021-13024 (hereinafter the "Plan").

This Declaration shall apply to the Emerson Ridge at Janetos Farm Subdivision and to all present and future owners, tenants, and occupants of any Lots in the Development and to all other persons who shall at any time use the Development or any portion thereof. The acquisition or rental of any Lot or the act of occupancy of any Lot will signify that this Declaration is accepted, ratified and will be complied with. This Declaration shall run with the land and each lot comprising the Development and shall be binding thereon.

This Declaration is made for the purposes of ensuring the most appropriate development of the Lots; to protect Owners of the Lots against the improper use of Lots so as to preserve the values of their property; to reserve, so far as practical, the natural beauty and open space of the Subdivision; to guard against the erection of poorly designed or proportioned dwellings and structures built of unsuitable or improper materials and in general, to provide adequately for a predictable quality of improvement within the development and thereby increase the value of investments made in homes within the Development.

**1 Definitions.**

- 1.1 "Association" or "Homeowners' Association shall mean and refer to Emerson Ridge at Janetos Farm Homeowners' Association, a New Hampshire nonprofit corporation to be formed.
- 1.2 "Board of Directors" or "Board" shall be the elected body of the Association having its normal meaning under New Hampshire corporate law.
- 1.3 "By-Laws" shall mean the By-Laws of the Association attached as **Exhibit A**.
- 1.4 "City" shall mean the City of Dover.

- 1.5 "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the By-Laws of the Association.
- 1.6 "Common Land" shall mean that area designated as the Open Space as shown on the Plan, related facilities, property and easement rights as set forth in the Declaration.
- 1.7 "Common Property" shall mean the sign, central mailbox area, and landscaping on the Open Space and any other equipment acquired or owned by the Association.
- 1.8 "Declarant" shall have the meaning set forth in the recitals above.
- 1.9 "Development" shall have the meaning set forth in the recitals above.
- 1.10 "Exhibits" shall mean **Exhibit A**, the Bylaws, and **Exhibit B**, Stormwater Management/BMP Inspection and Maintenance Plan attached hereto.
- 1.11 "Lot" or "Lots" shall mean one or more of the Lots shown on the Plan permitted for a single-family home.
- 1.12 "Lot Owner" shall mean the Owner of a Lot in the Subdivision.
- 1.13 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
- 1.14 "Plan" shall have the meaning set forth in the recitals above.
- 1.15 "Subdivision" shall have the meaning set forth in the recitals above.

## **2 Homeowners' Association.**

- 2.1 Upon the sale of the last Lot, or sooner if the Declarant so decides, the Declarant shall establish a Homeowners' Association designated as Emerson Ridge at Janetos Farm Homeowners' Association. The Association shall be governed in accordance with this Declaration and the terms of the By-Laws of the Association when formed. Membership in said Association shall be mandatory for all Owners of Lots in the Subdivision. Until all Lots are sold, or sooner if the Declarant gives voluntary written notice in an acceptable form to the then Owners of record that the Declarant has relinquished its powers hereunder, control of the Association shall be vested with the Declarant subject to the terms of this Declaration and By-Laws. Until such time the Association is formed, the Declarant shall exercise the duties of the Association.
- 2.2 During September of each year, and after the Association has been turned over to the Lot Owners, there shall be a meeting of the Association, at which time the Owners shall elect a Board of Directors with a minimum of three (3) directors and no more than a total of five (5) directors. The elected Board of Directors shall elect a President, Vice President, Treasurer and Secretary in accordance with the Bylaws. Each Lot shall have one vote regardless of the number of Owners of the Lot or whether the Lot has a duplex on it. The owner of a Condominium Unit shall each have one vote. The Board of Directors shall prepare an annual budget and assess each Lot Owner a 1/11th share of the cost of

maintaining the Common Land and such other items deemed necessary for the proper operation of the Association to each Lot Owner as a Common Expense. The Board of Directors shall determine the method and frequency of payment and may record a lien against any Lot Owner whose assessment is not paid within thirty (30) days of due date.

**3 Land Use and Structure Type.**

- 3.1 No building or other structure of any kind shall be erected, placed or allowed to stand on any individual building Lot, except one detached dwelling house for the use of one family. No fences will be allowed within the Subdivision unless approved in accordance with Paragraph 4. Only single-family residential use shall be allowed on a Lot. An assessor dwelling unit is permissible if allowed by zoning. No bed and breakfast, food service, kennel, or pet breeder shall be conducted from any dwelling erected on any Lot. Business and commercial enterprises shall not be conducted from any dwelling erected on any Lot except as permitted by the then existing zoning ordinance and regulations for the City without application for any variance therefrom; and further provided that not more than one (1) additional person be employed and that such use does not require any client/patient/customer contact at the dwelling. No such home business may display external evidence of the business, e.g., signage, nor shall any client/patient/customer/employee be allowed to park on the street.
- 3.2 No structure, other than the principal dwelling referred to above (other than a moveable trailer or shelter, incidental to construction), shall be used even temporarily as a place of habitation. All house locations and other structures, construction, excavation, sewage disposal and water supply, and storm water drainage must otherwise be in compliance with the applicable City ordinances and applicable local, federal and state laws, codes and regulations. In addition to the foregoing, each Lot shall be and hereby is made subject to all applicable "notes" and other matters as shown on the Plan.

**4 Dwelling Size; Approval by Developer.**

- 4.1 No dwelling shall have less than (i) 1800 minimum of square feet of finished living area if a one (1) story home and (ii) 2200 square feet of finished living area if a two (2) story home.
- 4.2 No carports shall be erected, placed or allowed to stand on any Lot without prior approval of Declarant. All improvements, including driveways, must be determined to: (i) meet all the terms and conditions of these covenants; (ii) ensure the optimal use of a Lot with the least intrusion upon the privacy, views of neighboring Lot Owners, and (iii) ensure harmony of scale of dwellings within the Subdivision.
- 4.3 Prior to seeking construction approval from the Declarant, each Owner shall submit plans, including building plans, specifications and plan showing the precise location and setback of all improvements, including driveways. Plans shall also specify the nature, kind, shape, height, orientation, color, composition, and material for all such improvements as well as showing finish grade elevations in relation to existing elevations. All plans must be agreed upon and approved by the Declarant and Owner prior to commencement of construction.

- 4.4 No dwelling, building, structure, alteration, addition or improvement of any sort, other than interior alterations not affecting the external appearance of the dwelling, building or structure, shall be placed, erected or constructed upon any Lot until such plans shall have been approved in writing by the Declarant, which plans the Declarant shall have the right to approve or disapprove. The Declarant reserves the right to approve all landscaping as well. Notwithstanding the foregoing, the Declarant shall have no liability or responsibility for the enforcement of the within covenants and restrictions, nor for the exercise of its discretion in approving or in disapproving any plans submitted as a consequence hereof.
- 4.5 Once the Declarant no longer owns a Lot in the Subdivision and providing all homes are constructed, no approval will be necessary unless the Board of Directors establishes an Architectural Review Committee pursuant to the By-Laws of the Association. During the first one hundred twenty days (120) after Declarant has relinquished control and transferred the operation of the Association to the Association, the Board of Directors shall have the power and authority to enforce the approval requirements under this Section 4. This right shall expire if an Architectural Review Committee is established or the one hundred twenty-day (120) period expires.

**5 Building and Landscaping Requirements.**

- 5.1 Each Lot shall have a single-family dwelling. All structures shall have exterior wall surfaces covered with redwood or cedar clapboards or shingles, composition clapboards (HardiPlank or equivalent), brick or stone, vinyl, or a combination of any of the aforesaid, painted or natural sealed and must be maintained in a good condition. The use of simulated or artificial brick or stone or aluminum siding or any similar materials shall not be allowed, unless specifically agreed to by the Declarant. All dwellings shall be constructed on poured concrete foundations with a maximum of twenty-four (24) inches of exposure unless approved by Declarant. All Lots shall have attractive landscaping. Landscaping shall include, but not be limited to, front and side lawns, shrubs and plantings. All landscaping shall be approved by the Declarant as set forth in Section 4.

**6 Lot Grading.**

Once the Declarant no longer owns a Lot, the Lot grading shall not be changed in such a way as to divert the natural flow of water onto adjoining Lots or the Subdivision streets or rights-of-way.

**7 Driveways.**

All driveways, dwellings, or other structures built on a Lot shall be constructed to provide for proper water runoff and to prevent the formation of any unnatural accumulation or discharge of water and/or ice onto any other Lot, except for such approved drainage as may be shown on the Plans. A driveway permit shall be obtained from the City prior to the construction of a driveway. All driveways shall have a stone or asphalt apron.

**8 Building Exterior.**

No dwelling or structure shall be left with an unfinished exterior. The exterior of every structure on the Lot shall be kept in a proper state of repair, appearance and maintenance. Oil tanks or propane tanks for domestic uses must be stored underground, shielded from view in the rear, or

in the cellar of the residential dwelling. No solar panels or wind turbines are allowed unless approved by the Declarant or Board of Directors, and only if in compliance with the applicable zoning.

**9 Protection During Construction.**

Prior to the commencement of, and at all times during construction of any dwelling or structure, the Owner of said Lot shall also execute an agreement which provides that:

- (a) All construction shall be in accordance with this Declaration, NHDES permits and the applicable conditions set by the City Planning Board;
- (b) At all times during construction, each Lot Owner shall take all reasonable and necessary steps to ensure that no dirt, silt, material or debris of any kind is placed on drainage systems of the roadways. Each Lot Owner shall insure that no trucks, equipment or vehicles of any kind in any way drive over, damage any berms, or roadway improvements of any abutting property.
- (c) Any and all damage to such improvements shall be repairable at Owner's expense to the full satisfaction of the Declarant and/or the City.
- (d) No material of any kind shall be off-loaded, placed or in any way stored for any period on the roadways in the Subdivision. All construction activities, delivery and storage of materials and equipment of any kind, and all activities in any way relating to said construction shall be conducted entirely within the confines of the owner's property.

**10 Construction Completion.**

Construction of a dwelling or any other approved structure on a Lot, including finished landscaping, shall be completed within twelve (12) months from the commencement of said construction. Commencement shall be on the date on which a building permit is issued for the construction of a dwelling on a Lot.

**11 Occupancy and Use Restrictions.**

11.1 *Open Fires.* No open fires shall be permitted, except as allowed by City ordinance.

11.2 *Signs.* No sign shall be displayed for the public view on any Lot except one sign of not more than 6" in height and 24" in length denoting the Lot Owner's name and address. Temporary real estate agency signs indicating a dwelling for sale shall be permitted. The restriction shall not apply to any sign erected by Developer at the entrance or within the Subdivision.

11.3 *Animals.* No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except domestic household pets, which shall be maintained and cared for in accordance with City Ordinances. All dogs shall be leashed when outside the boundary of an Owner's Lot.

11.4 *Garbage and Refuse Disposal.* Garbage, trash and other refuse shall be removed by Lot Owners at regular intervals, and no dumping or burning of garbage, trash or other refuse shall be done on the lots and all containers for such garbage, trash and other refuse shall be kept undercover, hidden from view, except for a reasonable time before removal.

- 11.5 *Vehicles, Campers, Trailers or Boats.* Unregistered motor vehicles and motor vehicles under repair shall be stored in a garage. No all-terrain vehicles, off road vehicles or snowmobiles shall be used on the premises nor shall any such vehicles nor any commercial vehicles, pleasure or commercial boats, motor homes, campers, trailers, powered or non-powered, be outside of a dwelling or garage permanently for more than five (5) days, unless otherwise approved by the Declarant or Board of Directors. Unregistered or uninspected automobiles or automobiles being repaired or refurbished shall be stored in a garage.
- 11.6 *Clotheslines.* Clotheslines shall be prohibited, unless they are in back of the house and not visible from the road or other Lot(s).
- 11.7 *Materials.* No loam, sand or gravel, or other such material, except that resulting from landscaping or from construction, shall be removed from or stored on a Lot.
- 11.8 *Antennas.* Antennas or satellite dishes with diameters larger than 24 inches shall be prohibited, unless approved by the Declarant or Association in accordance with Section 207 of the Telecommunications Act of 1996, which prohibits restrictions that impair a viewer's ability to receive video programming through devices designed for over-the-air reception of direct broadcast satellite service ("DBS"), multichannel multipoint distribution service ("MMDS" or "wireless cable") or television broadcast signals.
- 11.9 *Restricted Uses.* No hunting or trapping is allowed on any Lot, or other portion of the Subdivision. No noxious, unlawful, or offensive activity shall be carried on in any dwelling, nor shall anything be done therein, whether willfully or negligently. No Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and permitted occupants and guests, nor do or permit anything by such persons that will interfere with the peaceful possession and rights or other property owned by the Declarant or his successors and assigns.
- 11.10 *Maintenance and Repair.* Each homeowner shall maintain all structures and yard areas in a good state of preservation and cleanliness. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain. No structure shall be allowed to exist in a state of disrepair, and disrepair or damage to any structure due to any cause shall be repaired to its original condition or similar thereto within three (3) months.
- 11.11 *Leasing.* Any Owner may lease his property for a period of not less than twelve (12) months and shall be responsible to ensure compliance with these covenants by his/her tenant.
- 11.12 *Easements.* Certain Lots in the Subdivision may be subject to easements or restrictions as shown on the Plan and or Easement Plan. Acceptance of a deed to any such Lot by an Owner shall be subject to such easement whether or not referenced in such deed and each Lot Owner agrees not to utilize the Lot in a manner which will interfere with the reasonable intent of the easement as referenced on the Plan or Easement Plan.



**12 Common Land, Common Property and Easements.**

- 12.1 The Proposed Open Space Lot, sewer easement and drainage easements shown on the Plan and as reserved for the benefit of the Association in Sections 16 and 17 shall be held by the Association as Common Land. Common Property shall include the subdivision sign and landscaping as located on the Proposed Open Space.
- 12.2 The repair and operation costs of the Common Land and Common Property shall be paid and performed by Declarant and then the Association once formed. Such cost whether incurred by the Declarant or the Association shall be a Common Expense. These maintenance obligations shall remain the responsibility of the Association in perpetuity unless the City agrees to change these maintenance obligations.

**13 Open Space**

- 13.1 The Open Space shown on the Plan shall be conveyed to the Association as Common Land by the Declarant no later than the sale of the last Lot. The Association and Lot Owners shall have the right to use the Open Space for non-motorized passive and active outdoor recreation in accordance with the approved subdivision plans. Areas shown on the subdivision plans as wetlands and their respective buffers are to be kept in a natural and non-disturbed state in accordance with restrictions set forth in the Subdivision Approvals. The Open Space fields shall be mowed twice per year (once prior to April 15 and once after September 15). The Open Space shall be subject to drainage easements to the City for drainage and stormwater management as shown on the Plan. The Open Space shall be maintained and managed in accordance with the Stormwater Management/BMP Inspection and Maintenance Plan attached hereto as **Exhibit B**. The Open Space is subject to an access easement reserved for the benefit of the owners of those lots identified Lots N/13F, N/13F-1 and N/13F-2 (collectively the "Property, individually a "lot" or the "lots") on the plan entitled "Subdivision Plan for Jahn H. and Susan G. Janetos, Tax Map N, Lot 13F, Gulf Road, City of Dover, County of Strafford, State of New Hampshire," prepared by McEneaney Survey Associates of New England, dated August 23, 2022, and recorded in the Strafford County Registry of Deeds as Plan #12813 (the "Plan") with the right to use Open Space for passive recreational use for passive recreational use subject to such reasonable rules and regulations that the Declarant or its successor assign.

**14 Drainage and Stormwater Management.**

The Declarant hereby reserves for the benefit of the Association certain easements over certain Lots for drainage and stormwater management as shown on the Plan. In the event the Association fails to properly maintain and repair the stormwater management system, the City shall have the right, after reasonable notice to the Association to enter onto these Lots to maintain and repair the drainage and stormwater treatment areas and other parts of the stormwater management system and to charge the Association the reasonable cost incurred by the City to do so. An easement for access to and use of the easements and stormwater treatment areas as shown on the Plan shall be granted to the City. The Association shall maintain the Stormwater Management System throughout the Subdivision in accordance with the Stormwater Management/BMP Inspection and Maintenance Plan attached hereto as **Exhibit B**.

**15 Subdivision Entrance Signage and Landscaping.**

The Association shall maintain the sign, central mailbox area, and landscaping on the Open Space located at the entrance to the Subdivision and the cost shall be a Common Expense.

**16 Shared Private Drive - Lots 1 through 5 inclusive.**

16.1 The private drive shown on the Plan shall be owned by the owners of Lots 1 through 5 inclusive in equal shares and shall be deeded to each Owner at time of purchase. The plowing maintenance and repair of the private drive shall be the responsibility of the owners of Lots 1-5 inclusive pursuant to a Shared Driveway Agreement of even date recorded prior hereto. The Association shall have no responsibility for the maintenance or repair of private driveway.

**17 Solid Waste Management**

Lots 8-11 have frontage on City roads and therefore will have access to the City of Dover's bag and tag curbside trash collection service. The Declarant will contract trash collection for Lots 1-7. Upon the City of Dover accepting the new public cul-de-sac, Lots 6 and 7 will be able to utilize the City of Dover's trash collection service. The cost of trash collection shall be a Common Expenses for Lots 1-7, and once the new public cul-de-sac is accepted by the City, Lots 6 and 7 shall have no responsibility for trash collection costs.

**18 Snow Removal**

The Declarant will privately contract snow removal for the new cul-de-sac and private drive (until the cul-de-sac is accepted as a public road). In the event snow accumulation exceeds snow storage areas, the excess will be trucked offsite. Upon acceptance of the cul-de-sac, the City of Dover will take over snow removal responsibilities for the cul-de-sac.

**19 Erosion Control.**

19.1 To implement effective and adequate erosion control and protect the beauty of the Subdivision, the Declarant or the Association shall have the right to enter upon any Lot before or after a building or structure has been constructed for the purpose of performing corrective grading or landscaping work necessary to protect adjoining Lots or to alleviate any unsightly condition or to construct or maintain erosion prevention devices.

19.2 Prior to exercising its right to enter upon a Lot, the Declarant or the Association shall give the Owner the opportunity to take corrective action by giving the Owner written notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by such Owner. If the Owner fails to take the corrective action specified within fifteen (15) days after having been notified, the Declarant or the Association may exercise its right to enter upon the property in order to take the necessary corrective action.

19.3 The cost of such corrective action or erosion prevention measures shall be paid by the Owner within thirty (30) days after receipt by Owner of an invoice for the cost of such work. Any expense incurred in taking the above action shall be considered a Common Expense assessed to the Lot Owner for which Declarant or the Association shall be entitled to record a lien upon the Lot for such Common Expense.

**20 Reservations and Easements.**

There is hereby excepted and reserved to the Declarant, for so long as it owns any of the Lots, and thereafter to the Association, when formed, the following:

- 20.1 A right of way for all purposes over, across and through the roadways, together with the right to install and maintain utilities within or under the traveled portion of said roadways.
- 20.2 The right to grant easements for drainage and utility purposes to enter onto any Lot within twenty (20) feet of the Lot line for the purpose of constructing, reconstructing, installing, replacing, and maintaining drainage flow and underground or an aboveground utility therein and to extent, connect to, and use in common any previously installed utility by the Lot Owner providing that promptly after such entry, the surface of the ground shall be restored to substantially the same condition as it was in prior to such entry.
- 20.3 A non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, across, and through the Subdivision for the purpose of installing, maintaining, repairing and replacing utility lines and any other equipment and machinery necessary or incidental for the proper function of any utility systems serving the Subdivision, which easements may be specifically conveyed to a public utility or municipality supplying the service. The easements created by this section shall include, without limitation, rights of the Declarant or the appropriate utility or service company or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, equipment, ducts and vents over, under, through, along and on the Lots and Common Land. Notwithstanding the foregoing, any such easement shall not be exercised as to materially interfere with the use or occupancy of any residence on a Lot.
- 20.4 A non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, through and across the Development as long as the Declarant, its successors and assigns, shall be engaged in the construction, development and sale of Lots within the Subdivision and on any contiguous land now or hereafter owned by the Declarant, for the purpose of construction, installation, maintenance and repair of existing and future building and related activities, including extension of and connection with subdivision roads and utility system for such development.

**21 Amendment, Modification or Waiver by Declarant.**

This Declaration may be amended by a two-thirds vote of the Lot Owners, with the exception of the restrictions referenced in Sections 12 through 19, and the easements reserved or to be granted in Section 20 and which amendment affecting these Sections will require the additional consent of the City and/or Declarant. In addition, any change to the Stormwater Management/BMP Inspection and Maintenance Plan attached as **Exhibit B** shall require the consent of both the City. No amendment may alter or terminate any requirements in any City or State approval issued for the Subdivision. For so long as the Declarant owns a Lot in the Subdivision, the Declarant may amend the Declaration to bring the Declaration into compliance with local, state

or federal approvals or requirements, address grammatical or other errors or to bring the Declaration into FNMA/FMAC lending requirements, without a two-thirds vote of the Lot Owners. Any waiver by the Declarant or Association on any one occasion or for any individual Lot shall not be deemed to constitute a waiver on any future occasion with respect to any other Lot.

**22 Term.**

These covenants shall run with the land and shall be for the benefit of the Lots shown on the Plans and shall be binding on the Lots and purchasers of the Lots for a period of twenty-five (25) years from the date of this Declaration. Provided however that Section 4.5, to the extent that approvals are required, shall terminate in accordance with Section 4.5 unless an Architectural Review Committee has been established under the By-Laws of the Association. This Declaration shall automatically extend for successive periods of ten (10) years unless an instrument signed by two-thirds of the Lot Owners has been recorded repealing said covenant. Failure to specifically refer to and/or incorporate these covenants, conditions and restrictions in deeds to the Lots shall not in any manner affect the validity and effectiveness of these restrictions upon any such Lot. Notwithstanding the foregoing, any covenants, conditions and restrictions dictated by state or local approval shall remain in force and effect in perpetuity.

**23 Enforcement.**

Proceedings may be maintained irrespective of the waiver of any prior violation or attempt by the same or other Owners, and the failure to enforce on any one occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or as to any breach subsequent thereto. The violation or attempted violations of any covenant or restriction in this Declaration is hereby declared a nuisance, which may be remedied by any appropriate legal proceeding. If any Owner shall attempt to violate, shall violate or shall permit on his/her lot any violation of the covenants, restrictions or reservations described herein, the Declarant, Association or any Lot Owner may commence proceedings at law or in equity to recover damages or other awards for such attempts, violations or permitting of the same, or to enjoin the furtherance or continuation of such attempts or violations, or both.

**24 Severability.**

Invalidation of any covenant by court order or judgment shall not affect any of the other covenants or provisions herein, all of which shall remain in full force and effect.

**25 Notice of Restrictions and Covenants.**

A copy of these covenants, conditions and restrictions shall be recorded in the Strafford County Registry of Deeds.

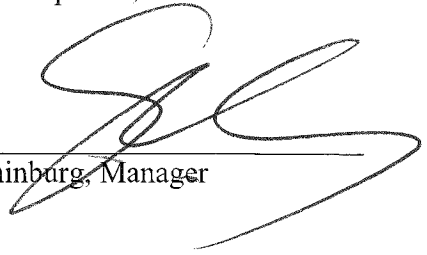
**26 Title Reference.**

For the title reference, see deed to Declarant from deed from Jahn H. Janetos and Susan G. Janetos and Dahn H. Tibbett and Norma M. Tibbett to Declarant, dated June 2, 2022 and recorded at Strafford County Registry of Deeds at Book 5037, Page 903.

*[The signature page follows.]*

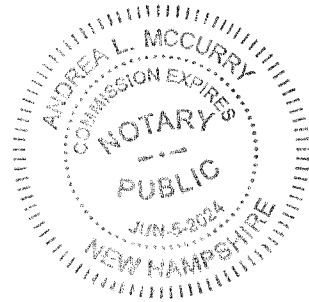
Executed this 9 day of February, 2024.

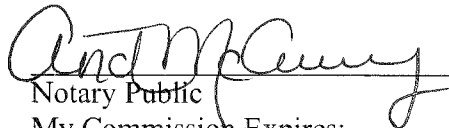
DECLARANT:  
Chinburg Development, LLC

By:   
Eric J. Chinburg, Manager

STATE OF NEW HAMPSHIRE  
ROCKINGHAM, SS

The instrument was acknowledged before me on February 9, 2024, by Eric J. Chinburg,  
Manager of Chinburg Development, LLC.



  
Notary Public  
My Commission Expires:  
6-5-2024

**Exhibit A**

**See attached By-Laws**

**EXHIBIT A**

**EMERSON RIDGE AT JANETOS FARM**

**BY-LAWS**

These By-Laws are dated this 9<sup>th</sup> day of February, 2024 and executed by Chinburg Development, LLC, a New Hampshire limited liability company, of 3 Penstock Way, Newmarket, New Hampshire 03857, who is the Declarant under a Declaration of Covenants, Conditions and Restriction for Emerson Ridge at Janetos Farm of even date recorded herewith in the Strafford County Registry of Deeds (hereinafter called the "Declaration"). These By-Laws shall apply to the Emerson Ridge at Janetos Farm Subdivision as described and created by the Declaration and to all present and future owners, tenants, and occupants of any lots in the development and to all other persons who shall at any time use the development or any portion thereof. The acquisition or rental of any lot or the act of occupancy of any lot will signify that these By-Laws are accepted, ratified and will be complied with. These By-Laws shall run with the land and each lot comprising the development and shall be binding thereon.

**ARTICLE I**

**INTRODUCTORY PROVISIONS**

(a) Definitions. The terms used herein shall have the same meaning as given to them in the Declaration, except as expressly otherwise provided in the Declaration, or the application of such meaning would be contrary to the clear intent of the statement. The term "rules and regulations" refers to the rules and regulations for the conduct of the occupants of the development, adopted by the Association as hereafter provided.

(b) Purpose. Emerson Ridge at Janetos Farm Homeowners' Association ("Association") is a non-profit private mutual benefit corporation pursuant to the State of NH. Title 13-B for the purpose of administering the Common Land of the Subdivision in order to preserve property values and amenities in the Subdivision and for the preservation, maintenance and improvement of the Common Land held by the Association in the Subdivision now or in the future.

(c) Conflicts. These By-Laws are intended to comply with the requirements of the Declaration. If there is an inadvertent conflict between the provisions of these By-Laws and the Declaration, the provisions of the Declaration shall control.

**ARTICLE II**

**MEMBERS**

(a) Class of Members: The Association shall have one class of members. The qualifications and rights shall be as follows:

(1) Every beneficial owner, as distinguished from a security owner, of a lot or a condominium unit in the Subdivision shall become a member of the Association.

(2) Membership shall include an undertaking to comply with and be bound by the Declaration of Covenants and Restrictions, these By-Laws and amendments thereto, and the policies, rules, and regulations at any time adopted by the Association in accordance with these By-Laws. Members shall pay the first year's dues in advance on a pro rata basis based on a calendar year beginning in January of each year.

(3) Membership in this Association shall terminate when a member ceases to be a beneficial owner of a lot in the Subdivision.

(b) Voting Rights: Each member in good standing (current in payment of Common Expenses and in compliance with the Declaration) shall be entitled to vote on each matter submitted to a vote of the members; provided, however, that each member shall be the sole beneficial owner of a lot in the subdivision. A member shall have one vote for each lot or which member is a beneficial owner. Where two or more owners own a lot, only one vote for such lot or condominium unit owned shall be allowed, and such joint owners shall designate and register with the Secretary of the Association the name of that owner entitled to cast such single vote.

(1) At membership meetings all votes shall be cast in person, or by proxy registered with the Secretary.

(2) The Board of Directors is authorized to establish regulations providing for voting by mail.

(c) Assignment of Rights: A beneficial owner who is the member of the Association may assign his membership rights to the tenant residing in or on the beneficial owner's lot or condominium unit. Such assignment shall be completed by filing with the Secretary of the Association a written notice of assignment signed by the beneficial owner.

### ARTICLE III

#### MEETINGS OF MEMBERS

(a) Annual Meeting: An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing directors shall be held in Dover, Strafford County, New Hampshire in September of each year. The time and place shall be fixed by the Directors.

(b) Regular Meetings: In addition to the annual meetings, regular meetings of the members shall be held at such time and place as shall be determined by the Board of Directors.

(c) Special Meetings: A special meeting of the members may be called by the Board of Directors. A special meeting of the members must be called within ten (10) days by the



President, or the Board of Directors, if requested by not less than seven (7) of the members having voting rights.

(d) Notice of Meetings: Written notice stating the place, day, and hour of any meeting of members shall be delivered either personally, by email or by mail to each member entitled to vote at such meeting, not less than five (5) days before the date of such meeting.

(e) Quorum: The members holding fifty (50%) percent of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

(f) Proxies: At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after six months from the date of its execution, unless otherwise provided in the proxy.

(g) Voting by Mail: When Directors or Officers are to be elected by members, or when there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the Board of Directors shall determine.

#### **ARTICLE IV**

#### **BOARD OF DIRECTORS**

(a) General Powers: The affairs of the Association shall be managed by the Board of Directors, subject to instructions of the members of the Association at a regular meeting, or subject to the approval of the membership as expressed by a vote of the membership.

(b) Number, Tenure, and Qualifications: The number of Directors shall be not less than three (3) but not more than five (5). Each Director shall be a member of the Association, and shall hold office until two (2) annual meetings of the members following Director's original qualification shall have been held, and until his successor shall have been elected and qualified. Exceptions to the provision for the two (2) year tenure shall be in the case of the Directors first taking office following the organizational meeting of the Association. Of the first three (3) Directors, one (1) shall hold office only for a term of one year, one (1) shall hold office until the second subsequent annual meeting, one (1) shall hold office until the third subsequent meeting. The determination of the respective terms shall be by the flip of a coin. When possible, any increase in the number of Directors shall be in units of two (2) members, and their initial terms shall be one for one (1) year and the other one for two (2) years, with the determination to be by lot.

(c) Regular Meetings: The Board of Directors shall meet regularly at least every six (6) months, at a time and place it shall select.

(d) Special Meetings: A special meeting of the Board of Directors may be called by or at the request of the President or of any three (3) Directors.

(e) Notices: Notice of any special meeting of the Board of Directors shall be given at least five (5) days prior thereto, by written notice delivered personally, by email or sent by mail to each Director. Any director may waive notice of any meeting.

(f) Quorum: A majority of the duly authorized Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time, and without further notice.

(g) Manner of Acting: The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

(h) Vacancies: Any vacancy occurring in the Board of Directors, and any directorship to be filled by reason of the increase in the number of directors, shall be filled by election of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of Director's predecessor in office.

## ARTICLE V

### OFFICERS

(a) Officers: The officers of the Association shall be a President, Vice President a Secretary and a Treasurer.

(b) Qualifications and Method of Election: The officers shall be members of the Association, shall be elected by the Board of Directors, and shall serve for a term of one (1) year. The President and Vice-President shall be members of the Board of Directors.

(c) President: The President shall preside at the meetings of the Association and of the Board of Directors at which President is present, shall exercise general supervision of the affairs and activities of the Association, and shall serve as a member ex officio of all standing committees.

(d) Vice President: The Vice President shall preside at meetings of the Association and the Board of Directors when the President is absent and shall exercise the powers of the President when the President is absent or disabled.

(e) Secretary: The Secretary shall keep the minutes of all of the meetings of the Association and of the Board of Directors, which shall be an accurate and official record of all business transacted. The Secretary shall be custodian of all corporate records.

(f) Treasurer: The Treasurer shall receive all Association funds, keep them in a bank approved by the Board of Directors, and pay out funds only on notice signed by Treasurer and by one (1) other officer. The Treasurer shall be a member ex officio of the Finance Committee.

(g) Vacancy: A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

## ARTICLE VI

### POWERS

Powers and Duties. The Association will have all of the powers and duties necessary for the administration of the affairs of the Development. Said powers and duties shall include, but not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Land and Common Property;
- (b) Operation, care and enforcement of any use and conservation restrictions imposed upon the Subdivision;
- (c) The employment, dismissal and replacement of agents and employees to facilitate the operation, care, upkeep and maintenance of the Common Land and Common Property;
- (d) To make or cause to be made additional improvements on and as part of the Common Land or Common Property;
- (e) To acquire, hold, manage, convey and encumber title to real property (including but not limited to development lots conveyed to or acquired by the Association) in the name of and on behalf of the Association;
- (f) The assessment and collection of the Common Expenses from the Lot Owners, and the enforcement of liens to secure unpaid assessments;
- (g) The adoption and amendment of rules and regulations covering the details of the operation and use of the development, the Common Land, Common Property or any portion thereof;
- (h) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
- (i) Obtaining and administering insurance for the Subdivision if determined necessary and in the best interest of the Association;
- (j) Repairing, restoring or replacing Common Land or Common Property after damage or destruction by fire or other casualty, or as a result of eminent domain proceedings, as provided in the By-Laws;

(k) Procuring legal and accounting services necessary or proper in the operation of the Subdivision or the enforcement of these By-Laws;

(l) The assessment of costs or damages against any lot owner whose actions have proximately caused damages to the Common Land or Common Property;

(m) Payment of any amount necessary to discharge any lien or encumbrance levied against the entire development or any part thereof which may in the opinion of the Association constitute a lien against the development or against the Common Land, rather than merely against the interests of particular Owners (where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and also the costs incurred by the Association by reason of said lien or liens);

(n) Enforcement of the terms of the Declaration.

(o) All other powers granted by the Declaration or these By-Laws, permitted by law or enjoyed by associations of this kind.

(q) The formation, purpose, modification and dissolution of any Committee, such as but not limited to an Architectural Review Committee, the Directors deems necessary for the proper administration of the Association. In any matter where the Declaration and/or By-Laws calls for review or action by a committee and said committee has not yet been or is not formed by the Board of Directors, the duties and requirements of the Committee shall be vested in the Board of Directors.

## **ARTICLE VII**

### **INTERIM MANAGEMENT BY DECLARANT**

From and after the date of the recording of these By-Laws, the Declarant shall exercise all powers and responsibilities assigned by these By-Laws and the Declaration to the Association and the Officers until such time as it turns over said powers and responsibilities to the Lot Owners. Said transfer of said powers and responsibilities shall occur upon the first to occur of: (1) the time of four (4) months after all of the Lots in the Development have been conveyed to Lot Owners; or (2) the date the Declarant gives voluntary written notice in a recordable form to the then lot owners of record that lot owner has relinquished its powers hereunder. No contract binding the Association, or the Lot Owners as a group, which shall have been entered into during the period of Declarant's control, as described in this Article shall be binding after the termination of the Declarant's control unless ratified or renewed with the consent or affirmative vote of lot owners of a majority of the residential lots in the Development.

## **ARTICLE VIII**

### **COMMON EXPENSES**

(a) Common Expenses. The Owner of each Lot shall be liable for and shall pay as and when assessed an equal share of Common Expenses in accordance with the terms of the Declaration. Common Expenses shall include all charges, costs and expenses of every kind incurred by or on behalf of the Association for and in connection with the administration of the development, including without limitation all charges for taxes (except real property taxes or other such taxes which are or may hereafter be assessed separately on each Lot and the common interest appurtenant thereto or the personal property or any other interest of a Lot Owner), assessments, insurance, liability for loss or damage arising out of or in connection with the Common Land and or conservation restrictions or any fire, accident or nuisance thereon, the cost of repair, reinstatement, rebuilding and replacement of facilities and improvements in the Common Land and enforcement of use and conservation restrictions, maintenance, and similar services, wages, accounting and legal fees, management fees and all other necessary expenses of upkeep, maintenance, improvements, management and operation incurred on or for the Common Land and of any conservation restrictions. The common expenses may also include such amounts as the Association may deem proper to make up any deficit in the Capital Fund (defined below in paragraph (c)). Common Expenses will also include all Common Expense assessments against all lots, title to which is held by the Association. The Board of Directors shall determine the method and frequency of payment of the common expenses.

(b) Capital Improvements. Whenever in the judgment of the Association the Common Land should be improved by new construction or alteration of existing facilities in excess of One Thousand (\$1,000.00) Dollars, any such additions, alterations or new construction may be made by the Association only after obtaining approval a two-third vote of the Lot Owners and Town approval, if necessary. If such approval is so obtained, the cost thereof shall constitute a part of the common expenses.

(c) Capital Funds. The Association shall assess as a Common Expense an amount or amounts on a monthly basis for the purpose of establishing and maintaining a general operating reserve and general replacement reserve together known as the Capital Fund, against anticipated future outlays for operations or for maintenance or replacement of facilities within the Common Land or equipment or other property held by the Association in connection with the Subdivision. The proportionate interest of each owner in said Capital Fund shall not be withdrawn or assigned separately but shall be deemed to be transferred with each lot even though not mentioned or described expressly in the instrument of transfer.

(d) Books. The Association will maintain books of account for common expenses for the Common Land, general operating reserves and replacement reserves, in accordance with generally recognized accounting practices. The Association will, not less frequently than annually, render or cause to be rendered, a statement to each owner of all receipts and disbursements during the preceding year and the balances of the various accounts. The current copies of the Declaration, Articles of Incorporation, By-Laws and other rules concerning the subdivision, as well as books, records and financial statements shall be available for inspection by lot owners or by holders, insurers and guarantors of first mortgages that are secured by lots in the project. These documents shall be available during normal daytime business hours.

(e) Enforcement. The Association shall have a lien on every lot for unpaid assessments of Common Expenses levied against the lot, which may be applicable to said Lot.

Each periodic assessment and each special assessment shall be a separate, distinct and personal debt and obligation of the Lot Owner against whom the same are assessed. If a Lot Owner shall fail to pay this assessment when due, then the Lot Owner shall pay an additional assessment of \$50.00 for each such failure, and all delinquent assessments shall bear interest at the rate of eighteen percent (18%) per year from the assessment due date. The lien may be enforced in the same manner as a lien for assessments under NH RSA 356-B, the Condominium Act.

(f) Resale Certificate. In the event of any resale of a lot by any person other than the Declarant, the prospective purchaser shall have a right to obtain from the Association pursuant to NH RSA 356-A:9-b, as amended, prior to the contract date of disposition, the following:

(1) A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding 2 fiscal years.

(2) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors.

(3) A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available.

(4) A statement of the status of any pending suits or judgments in which the Association is a party defendant.

(5) A statement setting forth what insurance coverage is provided for all property owners by the Association and what additional insurance coverage would normally be secured by each individual property owner.

(6) A statement that any improvements or alterations made to the lot by the prior property owner are not known to be in violation of any restrictions and covenants imposed upon the lot.

(7) The principal officer of the Association shall furnish the statements prescribed by this paragraph upon the written request of any prospective purchaser within 10 days of the receipt of such request.

## ARTICLE IX

### GENERAL PROVISIONS

(a) Abatement of Violations. The violation of any rule or regulation adopted by the Association, the breach of any By-Law contained herein, or the breach of any provision in the Declaration shall give the Association the right, in addition to any other rights set forth in these By-Laws or in the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorney's fees, shall be borne by the defaulting lot owner.

(b) Waiver. The failure of the Association to insist in any one or more instances upon strict performance of or compliance with any of the covenants of the owner hereunder, or to exercise any right or option herein contained or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver or a relinquishment for the future, of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect.

(c) Notices. All notices to lot owners shall be deemed given if hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to the owner, addressed to the owner's address appearing on the records of the Association. Any notice given or mailed to one co-owner shall be presumed to have been properly given to any other co-owner, regardless of whether a separate notice was given or sent to said other co-owner.

(d) Amendment. These By-Laws may be amended in the same fashion as the Declaration, the provisions for which are contained within the Declaration at Paragraph 21.

*[The signatures follows.]*

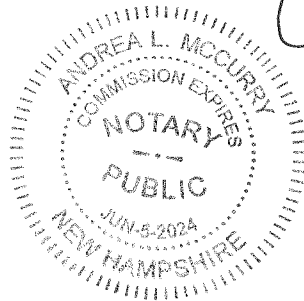
Executed as of the date and year first above written.

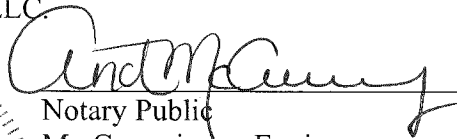
DECLARANT:  
Chinburg Development, LLC

By:   
Eric J. Chinburg, Manager

STATE OF NEW HAMPSHIRE  
ROCKINGHAM, SS

The instrument was acknowledged before me on February 9, 2024, by Eric J. Chinburg, Manager of Chinburg Development, LLC.



  
Notary Public  
My Commission Expires: 6-5-2024



# **Stormwater Management System Inspection & Maintenance Plan**

Prepared for

**EMERSON RIDGE AT JANETOS FARM  
TAX MAP N, LOT 13-1**

**Oak Street  
Dover, New Hampshire  
Strafford County**

**February 2023  
Revised: March 29, 2023**

Owner of Record:

**CHINBURG DEVELOPMENT, LLC**  
3 Penstock Way  
Newmarket, New Hampshire 03857

Prepared By:

**CIVILWORKS NEW ENGLAND**  
P.O. Box 1166  
181 Watson Road  
Dover, New Hampshire 03821

**Exhibit B**

**See attached Stormwater Management/BMP Inspection and Maintenance Plan**

## **Introduction**

Civilworks NE, has prepared the following Stormwater Management System Inspection & Maintenance Plan for **Chinburg Development, LLC**. The intent of this plan is to provide a list of procedures that document the inspection and maintenance requirements of the Stormwater Management System for this site.

The following inspection and maintenance program is necessary in order to keep the Stormwater Management System functioning properly. These measures will also help to minimize potential environmental impacts to the areas surrounding the developed site. By following the enclosed procedures, the property owners, and maintenance personnel will be able to maintain the functional design of the Stormwater Management System and maximize its ability to remove sediment and other contaminants from site generated stormwater runoff while at the same time ensuring the recharge of groundwater resources through continued infiltration.

This plan also requires the Owner/Operator to prepare and implement a salt minimization plan to reduce salt usage on-site and ultimately within the watershed. This plan will allow the owner/operator to monitor and modify how much salt is needed, when it should be applied, where it needs to be applied, with the ultimate goal of reducing salt-use without compromising safety. It is expected that salt-use reduction will lead to long-term cost-savings as a result of purchasing less salt and reduced impacts on vegetation (e.g., landscaping) and corrosion of infrastructure.

The salt minimization plan should include the retention of a contractor who has completed the Green SnowPro Training course and obtained NH DES Salt Application Certification.

It is anticipated that this be a living document that will be updated at regular intervals (recommend updating annually in advance of the winter season in order to facilitate adjustments).

Owner

**Chinburg Development, LLC  
3 Penstock Street  
Newmarket, NH 03857**

Contact / Responsible Party

**Chinburg Development, LLC  
3 Penstock Street  
Newmarket, NH 03857**

**Shawna Sammis  
Phone: (603) 868-5995x31  
Email: [ssammis@chinburg.com](mailto:ssammis@chinburg.com)**

Management Company

**Chinburg Development, LLC  
3 Penstock Street  
Newmarket, NH 03857**

## **Inspection Schedule / Record Retention**

Inspection frequency should, at a minimum, be in accordance with New Hampshire Stormwater Manual, Volume 2, latest edition, as updated by NH DES. See the Inspection and Maintenance Plan for frequency requirements. A copy of the completed Stormwater Management System's Inspection & Maintenance Log and Deicing Salt Quantity Use Log shall be maintained, kept on-site, and be made available to local, state, or federal regulators as applicable by law.

## **Stormwater Management System Components**

The Stormwater Management System associated with the project is designed to mitigate both the quantity and quality of site-generated stormwater runoff. As a result, its design includes the following elements:

- Pipes/Culverts
- Outlet Structures
- Energy Dissipation Structures (Rip Rap)
- Catch Basins
- Detention Pond
- Bio-Retention Basins
- Grassed Lined Conveyance Swale & Pre-Treatment Swale
- Pavement
- Litter / Trash Removal
- 8' Wide Access Road

## **Control of Invasive Species**

During maintenance activities, check for the presence of invasive plants and remove in a safe manner. Invasive plants shall be controlled to prevent them from reproducing, spreading, or re-growing. See the University of New Hampshire – Cooperative Extension's "Method for Disposing Non-Native Invasive Plants", included at the end of this manual, for guidance on the removal and disposal of invasive species.

## **Inspection and Maintenance Plan**

By implementing the following procedures, the owners will be able to maintain the functional design of the Stormwater Management System and maximize the system's ability to remove sediment and other contaminants from site generated stormwater runoff.

### **PIPES/CULVERTS:**

- Inspect once per year.
- Inspect for clogging and sediment accumulation.
- Remove all debris immediately and sediment accumulations  $\geq 2$  inches.

OUTLET STRUCTURE(S):

- Inspect once per year.
- Inspect for clogging and sediment accumulation.
- Remove all debris immediately and sediment accumulations  $\geq 2$  inches.

ENERGY DISSIPATION STRUCTURES (RIP RAP):

- Inspect the outlet protection annually for damage and deterioration. Repair damages immediately.
- If stones become displaced from the riprap areas, they should be replaced immediately and chinked in to assure stability. Add additional riprap as needed. Vegetation growing through the riprap should be eliminated at least yearly.

CATCH BASIN(S):

- Inspect once per year.
- Inspect for floatables, sediment accumulation, and hydrocarbons (oils and grease).
- Remove all floatables immediately and sediment accumulations  $\geq 1$  foot.
- Hydrocarbons shall be removed immediately by skimming, absorbent materials, or other methods and should be disposed of in accordance with applicable State and Federal regulations.

DETENTION POND:

- Inspection, by a **qualified professional**, of detention ponds at least twice annually, and following any rainfall event exceeding 2.5 inches in a 24 hour period, with maintenance or conducted as warranted by such inspection.
- Embankments and spillways should be inspected by a **qualified professional** for settlement, erosion, seepage, animal burrows, woody vegetation, and other conditions that could degrade the embankment and reduce its stability for impounding water. Immediate corrective action should be implemented if any such conditions are found.
- Inlet and outlet pipes, inlet and outlet structures, energy dissipation structures or practices, and other structural appurtenances should be inspected by a **qualified professional**, and corrective action implemented (e.g., maintenance, repairs, or replacement) as indicated by such inspection.
- The bottoms, interior and exterior side slopes, and crest of earthen detention basins should be mowed, and the vegetation maintained in healthy condition, as appropriate to the function of the facility and type of vegetation.
- Vegetated embankments that serve as “berms” or “dams” that impound water should be mowed at least once annually to prevent the establishment of woody vegetation.
- Trash and debris should be removed from the pond and any inlet or outlet structures whenever observed.
- Accumulated sediment should be removed when it significantly affects pond capacity.

BIO-RETENTION BASINS:

- Inspection, by a **qualified professional**, of the Bio-Retention Basins at least twice annually, and following any rainfall event exceeding 2.5 inches in a 24 hour period, with maintenance or rehabilitation conducted as warranted by such inspection. If the Bio-Retention Basin systems do not drain within 72-hours following a rainfall event, a qualified professional should assess the condition and determine measures required to restore filtration practice (as applicable).
- Embankments and spillways should be inspected by a **qualified professional** for settlement, erosion, seepage, animal burrows, woody vegetation, and other conditions that could degrade the

embankment and reduce its stability for impounding water. Immediate corrective action should be implemented if any such conditions are found.

- Inlet and outlet pipes, inlet and outlet structures, energy dissipation structures or practices, and other structural appurtenances should be inspected by a **qualified professional**, and corrective action implemented (e.g., maintenance, repairs, or replacement) as indicated by such inspection.
- The bottoms, interior and exterior side slopes, and crest of earthen Bio-Retention Basins should be mowed, and the vegetation maintained in healthy condition, as appropriate to the function of the facility and type of vegetation.
- Vegetated embankments that serve as “berms” or “dams” that impound water should be mowed at least once annually to prevent the establishment of woody vegetation.
- Trash and debris should be removed from the basin and any inlet or outlet structures whenever observed.
- Accumulated sediment should be removed when it significantly affects pond capacity.

#### GRASS LINED CONVEYANCE SWALE & PRE-TREATMENT SWALE:

- Inspect once per year
- Inspect for erosion, sediment accumulation, vegetation loss, and presence of invasive species.
- Remove debris and accumulated sediment, based on inspection.
- Repair eroded areas as needed; remove invasive species and dead vegetation.
- Perform periodic mowing of swale (at least twice annually), maintain a 4” stand of vegetative growth.

#### PAVEMENT:

- Minimize sanding.
- Minimize application of salt for ice control.
- Clean periodically (1-2 times per year) using a sweeper or vacuum sweeper. Vacuum sweeping is the preferred method.

#### LITTER / TRASH REMOVAL:

- Routinely patrol site for litter pick up.

#### DE-ICING AGENTS:

- To address the concerns associated with the application of chlorides and other deicing materials, NHDES recommends that the Owner/Operator develop a Road Salt and Deicing Minimization Plan for the parking lots and roadways. The plan should develop the policies that the development will keep in place to minimize salt and other deicer use after the project has been completed. The plan should include tracking the use of salt and other deicers for each storm event and compiling salt use data annually. (See Anti-Icing Data Form in the appendix).
- Use sand as primary agent for driveway and access way safety during ice and snow conditions
- Minimize the use of salt during the winter
- Use de-icing or anti-caking agents, added to enhance performance and application characteristics of sand mixtures, only as necessary and at minimum application rates.
- Recommend using a certified Winter Operator (Green SnowPro Trained) for applying de-icing agents.
- Monitor weather and apply de-icing agents based on weather conditions and temperatures.
- See attached “Winter Maintenance Guidelines for Porous Pavements” for de-icing agent recommendations.

**ANTI-ICING AND SALT MINIMIZATION:**

- Owner to develop a Road Salt and Deicing Minimization Plan
- Provide a written policy that the “Development” will keep in place to minimize salt and other deicer use after the project has been completed.
- Use the attached form to track the use of salt and other deicers for each storm event and compiling salt use data annually.

**8’ WIDE ACCESS ROAD:**

- Inspect once per year
- Inspect for erosion, sediment accumulation, vegetation loss, and presence of invasive species.
- Remove debris and accumulated sediment, based on inspection.
- Repair eroded areas as needed; remove invasive species and dead vegetation.
- Perform periodic mowing of road (at least once annually).



**Inspection & Maintenance Table**

System Component / BMP	Minimum Inspection Frequency	Minimum Inspection Requirements	Maintenance / Cleanout Threshold
Pipes/Culverts	Annually	<ul style="list-style-type: none"> <li>Check for clogging</li> <li>Check for sediment accumulation</li> </ul>	Remove when noticed Clean when necessary
Outlet Structure(s)	Annually	<ul style="list-style-type: none"> <li>Check for clogging</li> <li>Check for sediment accumulation</li> </ul>	Remove when noticed Clean when necessary
Energy Dissipation (ED) Structures (Rip Rap)	Annually	<ul style="list-style-type: none"> <li>Check for damage/deterioration</li> <li>Check for displaced stones</li> <li>Check for woody vegetation</li> </ul>	Repair immediately Replace immediately Remove annually
Catch Basins	Annually	<ul style="list-style-type: none"> <li>Check for sediment accumulation</li> <li>Check for floatable contaminants</li> <li>Check for hydrocarbons (oils and grease)</li> </ul>	≥ 1 ft. sediment depth Remove all floatables Remove immediately
Detention Pond <ul style="list-style-type: none"> <li>Outlet Structure</li> <li>Inlet/Outlet Piping</li> <li>Embankments</li> <li>Pond Sediment</li> <li>Trash/Debris</li> <li>Vegetation</li> </ul>	Bi-Annually “ “ Periodically “ “ Bi-Annually	<ul style="list-style-type: none"> <li>See Outlet Structure (OS), required</li> <li>Check for erosion, settlement, seepage, etc.</li> <li>Check for sediment accumulation in pond</li> <li>Check for trash (in pond and structures)</li> <li>Maintain 95% vegetation (pond &amp; slopes)</li> <li>Maintain healthy stand of vegetation</li> </ul>	See OS Requirement Repair immediately ≥ 2 in. sediment Remove all trash/debris Restore vegetation in-kind Mow when ≥ 6 in
Bio-Retention Basins <ul style="list-style-type: none"> <li>Outlet Structure</li> <li>Inlet/Outlet Piping</li> <li>Embankments</li> <li>Pond Sediment</li> <li>Trash/Debris</li> <li>Vegetation (Veg.)</li> </ul>	Bi-Annually “ “ Periodically “ “	<ul style="list-style-type: none"> <li>See Outlet Structure (OS) Req.</li> <li>Check for erosion, settlement, seepage, etc.</li> <li>Check for sediment accumulation in pond</li> <li>Check for trash (in pond and structures)</li> <li>Maintain 95% veg. (pond &amp; slopes)</li> <li>Maintain healthy stand of veg.</li> </ul>	See OS Req. Repair immediately ≥ 2 in. sediment Remove all trash/debris Restore veg. in-kind Mow when ≥ 6 in
Grass Lined Conveyance Swale & Pre-Treatment Swale	Annually	<ul style="list-style-type: none"> <li>Check for sediment accumulation</li> <li>Check for erosion</li> <li>Ensure Swale is stabilized</li> <li>Maintain healthy stand of veg., 4” minimum</li> <li>Inspect for invasive species</li> </ul>	≥ 1 in. sediment Repair immediately Restore vegetation in-kind Mow twice per year Remove/Dispose of accordingly
Pavement <ul style="list-style-type: none"> <li>Sanding</li> <li>Salt Applications</li> <li>Sweep/Vacuum</li> <li>Trash/Debris</li> </ul>	Limit use As Req. 1 - 2 x’s Year Periodically	<ul style="list-style-type: none"> <li>Minimize use to prevent tracking issues</li> <li>RECORD APPLICATION RATES</li> <li>Sweep or vacuum to prevent tracking issues</li> <li>Check for trash/debris</li> </ul>	Sweep to prevent issues Minimize as Req. Sweep/Vac as needed Remove when noticed
Litter / Trash Removal	Periodically	<ul style="list-style-type: none"> <li>Check for litter and trash</li> </ul>	Remove when noticed
8’ Wide Access Road	Annually	<ul style="list-style-type: none"> <li>Check for erosion</li> <li>Maintain healthy vegetation</li> <li>Inspect for invasive species</li> </ul>	Repair immediately Mow once per year Remove/Dispose of accordingly

## **Inspection & Maintenance Checklist/Log**

The following page contains a blank copy of the Stormwater Management System's Inspection & Maintenance Log and a Deicing Salt Quantity Use Log. These forms are provided to assist the owners with the inspection and maintenance of the aforementioned Stormwater Management System.

### Stormwater Management System's Inspection & Maintenance Log

Date of Inspection/Maintenance: \_\_\_\_\_ Inspector: \_\_\_\_\_

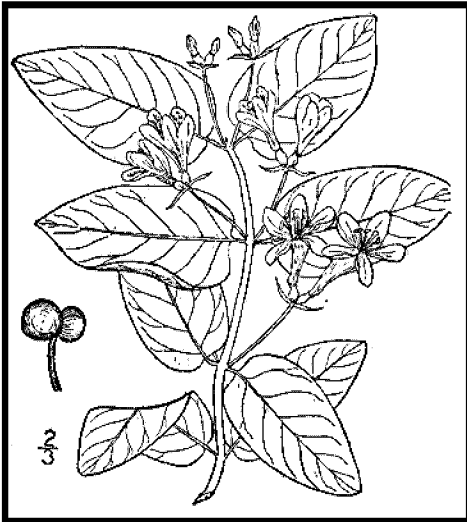
<b>System Component / BMP</b>	<b>Cleaning / Repair Needed (List Items / Comments)</b>	<b>Date of Cleaning/Repair</b>	<b>Performed By</b>





## Methods for Disposing Non-Native Invasive Plants

Prepared by the Invasives Species Outreach Group, volunteers interested in helping people control invasive plants. Assistance provided by the Piscataquog Land Conservancy and the NH Invasives Species Committee. Edited by Karen Bennett, Extension Forestry Professor and Specialist.



**Tatarian honeysuckle**  
*Lonicera tatarica*

USDA-NRCS PLANTS Database / Britton, N.L., and A. Brown. 1913. *An illustrated flora of the northern United States, Canada and the British Possessions*. Vol. 3: 282.

Non-native invasive plants crowd out natives in natural and managed landscapes. They cost taxpayers billions of dollars each year from lost agricultural and forest crops, decreased biodiversity, impacts to natural resources and the environment, and the cost to control and eradicate them.

Invasive plants grow well even in less than desirable conditions such as sandy soils along roadsides, shaded wooded areas, and in wetlands. In ideal conditions, they grow and spread even faster. There are many ways to remove these non-native invasives, but once removed, care is needed to dispose the removed plant material so the plants don't grow where disposed.

Knowing how a particular plant reproduces indicates its method of spread and helps determine the appropriate disposal method. Most are spread by seed and are dispersed by wind, water, animals, or people. Some reproduce by vegetative means from pieces of stems or roots forming new plants. Others spread through both seed and vegetative means.

Because movement and disposal of viable plant parts is restricted (see NH Regulations), viable invasive parts can't be brought to most transfer stations in the state. Check with your transfer station to see if there is an approved, designated area for invasives disposal. This fact sheet gives recommendations for rendering plant parts non-viable.

Control of invasives is beyond the scope of this fact sheet. For information about control visit [www.nhinvasives.org](http://www.nhinvasives.org) or contact your UNH Cooperative Extension office.

### New Hampshire Regulations

Prohibited invasive species shall only be disposed of in a manner that renders them nonliving and nonviable. (Agr. 3802.04)

No person shall collect, transport, import, export, move, buy, sell, distribute, propagate or transplant any living and viable portion of any plant species, which includes all of their cultivars and varieties, listed in Table 3800.1 of the New Hampshire prohibited invasive species list. (Agr 3802.01)

## How and When to Dispose of Invasives?

To prevent seed from spreading remove invasive plants before seeds are set (produced). Some plants continue to grow, flower and set seed even after pulling or cutting. Seeds can remain viable in the ground for many years. If the plant has flowers or seeds, place the flowers and seeds in a heavy plastic bag “head first” at the weeding site and transport to the disposal site. The following are general descriptions of disposal methods. See the chart for recommendations by species.

**Burning:** Large woody branches and trunks can be used as firewood or burned in piles. For outside burning, a written fire permit from the local forest fire warden is required unless the ground is covered in snow. Brush larger than 5 inches in diameter can't be burned. Invasive plants with easily airborne seeds like black swallow-wort with mature seed pods (indicated by their brown color) shouldn't be burned as the seeds may disperse by the hot air created by the fire.

**Bagging (solarization):** Use this technique with softer-tissue plants. Use heavy black or clear plastic bags (contractor grade), making sure that no parts of the plants poke through. Allow the bags to sit in the sun for several weeks and on dark pavement for the best effect.

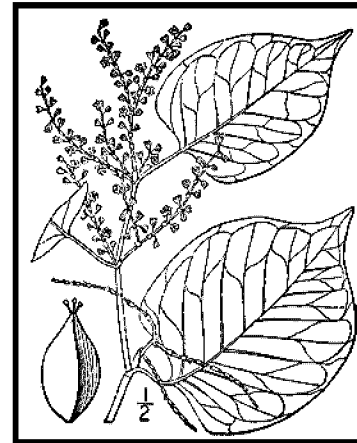
**Tarping and Drying:** Pile material on a sheet of plastic and cover with a tarp, fastening the tarp to the ground and monitoring it for escapes. Let the material dry for several weeks, or until it is clearly nonviable.

**Chipping:** Use this method for woody plants that don't reproduce vegetatively.

**Burying:** This is risky, but can be done with watchful diligence. Lay thick plastic in a deep pit before placing the cut up plant material in the hole. Place the material away from the edge of the plastic before covering it with more heavy plastic. Eliminate as much air as possible and toss in soil to weight down the material in the pit. Note that the top of the buried material should be at least three feet underground. Japanese knotweed should be at least 5 feet underground!

**Drowning:** Fill a large barrel with water and place soft-tissue plants in the water. Check after a few weeks and look for rotted plant material (roots, stems, leaves, flowers). Well-rotted plant material may be composted. A word of caution- seeds may still be viable after using this method. Do this before seeds are set. This method isn't used often. Be prepared for an awful stink!

**Composting:** Invasive plants can take root in compost. Don't compost any invasives unless you know there is no viable (living) plant material left. Use one of the above techniques (bagging, tarping, drying, chipping, or drowning) to render the plants nonviable before composting. Closely examine the plant before composting and avoid composting seeds.






**Japanese knotweed**  
*Polygonum cuspidatum*  
USDA-NRCS PLANTS Database /  
Britton, N.L., and A. Brown. 1913. *An illustrated flora of the northern United States, Canada and the British Possessions*. Vol. 1: 676.

**Be diligent looking for seedlings for years in areas where removal and disposal took place.**

## Suggested Disposal Methods for Non-Native Invasive Plants

This table provides information concerning the disposal of removed invasive plant material. If the infestation is treated with herbicide and left in place, these guidelines don't apply. Don't bring invasives to a local transfer station, unless there is a designated area for their disposal, or they have been rendered non-viable. This listing includes wetland and upland plants from the New Hampshire Prohibited Invasive Species List. The disposal of aquatic plants isn't addressed.

Woody Plants	Method of Reproducing	Methods of Disposal
Norway maple <i>(Acer platanoides)</i> European barberry <i>(Berberis vulgaris)</i> Japanese barberry <i>(Berberis thunbergii)</i> autumn olive <i>(Elaeagnus umbellata)</i> burning bush <i>(Euonymus alatus)</i> Morrow's honeysuckle <i>(Lonicera morrowii)</i> Tatarian honeysuckle <i>(Lonicera tatarica)</i> showy bush honeysuckle <i>(Lonicera x bella)</i> common buckthorn <i>(Rhamnus cathartica)</i> glossy buckthorn <i>(Frangula alnus)</i>	<b>Fruit and Seeds</b> 	<p><b>Prior to fruit/seed ripening</b></p> <p>Seedlings and small plants</p> <ul style="list-style-type: none"> <li>▪ Pull or cut and leave on site with roots exposed. No special care needed.</li> </ul> <p>Larger plants</p> <ul style="list-style-type: none"> <li>▪ Use as firewood.</li> <li>▪ Make a brush pile.</li> <li>▪ Chip.</li> <li>▪ Burn.</li> </ul> <hr/> <p><b>After fruit/seed is ripe</b></p> <p>Don't remove from site.</p> <ul style="list-style-type: none"> <li>▪ Burn.</li> <li>▪ Make a covered brush pile.</li> <li>▪ Chip once all fruit has dropped from branches.</li> <li>▪ Leave resulting chips on site and monitor.</li> </ul>
oriental bittersweet <i>(Celastrus orbiculatus)</i> multiflora rose <i>(Rosa multiflora)</i>	<b>Fruits, Seeds, Plant Fragments</b> 	<p><b>Prior to fruit/seed ripening</b></p> <p>Seedlings and small plants</p> <ul style="list-style-type: none"> <li>▪ Pull or cut and leave on site with roots exposed. No special care needed.</li> </ul> <p>Larger plants</p> <ul style="list-style-type: none"> <li>▪ Make a brush pile.</li> <li>▪ Burn.</li> </ul> <hr/> <p><b>After fruit/seed is ripe</b></p> <p>Don't remove from site.</p> <ul style="list-style-type: none"> <li>▪ Burn.</li> <li>▪ Make a covered brush pile.</li> <li>▪ Chip – only after material has fully dried (1 year) and all fruit has dropped from branches. Leave resulting chips on site and monitor.</li> </ul>

Non-Woody Plants	Method of Reproducing	Methods of Disposal
<p>garlic mustard (<i>Alliaria petiolata</i>)</p> <p>spotted knapweed (<i>Centaurea maculosa</i>)</p> <ul style="list-style-type: none"> <li>▪ Sap of related knapweed can cause skin irritation and tumors. Wear gloves when handling.</li> </ul> <p>black swallow-wort (<i>Cynanchum nigrum</i>)</p> <ul style="list-style-type: none"> <li>▪ May cause skin rash. Wear gloves and long sleeves when handling.</li> </ul> <p>pale swallow-wort (<i>Cynanchum rossicum</i>)</p> <p>giant hogweed (<i>Heracleum mantegazzianum</i>)</p> <ul style="list-style-type: none"> <li>▪ Can cause major skin rash. Wear gloves and long sleeves when handling.</li> </ul> <p>dame's rocket (<i>Hesperis matronalis</i>)</p> <p>perennial pepperweed (<i>Lepidium latifolium</i>)</p> <p>purple loosestrife (<i>Lythrum salicaria</i>)</p> <p>Japanese stilt grass (<i>Microstegium vimineum</i>)</p> <p>mile-a-minute weed (<i>Polygonum perfoliatum</i>)</p>	<p><b>Fruits and Seeds</b></p> 	<p><b>Prior to flowering</b> Depends on scale of infestation</p> <p>Small infestation</p> <ul style="list-style-type: none"> <li>▪ Pull or cut plant and leave on site with roots exposed.</li> </ul> <p>Large infestation</p> <ul style="list-style-type: none"> <li>▪ Pull or cut plant and pile. (You can pile onto or cover with plastic sheeting).</li> <li>▪ Monitor. Remove any re-sprouting material.</li> </ul> <hr/> <p><b>During and following flowering</b> Do nothing until the following year or remove flowering heads and bag and let rot.</p> <p>Small infestation</p> <ul style="list-style-type: none"> <li>▪ Pull or cut plant and leave on site with roots exposed.</li> </ul> <p>Large infestation</p> <ul style="list-style-type: none"> <li>▪ Pull or cut plant and pile remaining material. (You can pile onto plastic or cover with plastic sheeting).</li> <li>▪ Monitor. Remove any re-sprouting material.</li> </ul>
<p>common reed (<i>Phragmites australis</i>)</p> <p>Japanese knotweed (<i>Polygonum cuspidatum</i>)</p> <p>Bohemian knotweed (<i>Polygonum x bohemicum</i>)</p>	<p><b>Fruits, Seeds, Plant Fragments</b> Primary means of spread in these species is by plant parts. Although all care should be given to preventing the dispersal of seed during control activities, the presence of seed doesn't materially influence disposal activities.</p>	<p><b>Small infestation</b></p> <ul style="list-style-type: none"> <li>▪ Bag all plant material and let rot.</li> <li>▪ Never pile and use resulting material as compost.</li> <li>▪ Burn.</li> </ul> <p><b>Large infestation</b></p> <ul style="list-style-type: none"> <li>▪ Remove material to unsuitable habitat (dry, hot and sunny or dry and shaded location) and scatter or pile.</li> <li>▪ Monitor and remove any sprouting material.</li> <li>▪ Pile, let dry, and burn.</li> </ul>

January 2010