

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
THE HOMES AT WEST MEADOW SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made this 17th day of January 2022, by Chinburg Development, LLC, a New Hampshire limited liability company, (the "Declarant") of 3 Penstock Way, Newmarket, NH 03857, being the current owner of real property identified as Lots 1, 2, 3, 4, 5, 6 and 7 and the roadway ("Proposed Road"), (each a "Lot," collectively, the "Lots" or "Property") as shown on the plan entitled, "Site Plan of the Homes at West Meadow, 241 Alewife Road, Kennebunk, Maine 04043 for Chinburg Development, LLC, 3 Penstock Way, Newmarket, New Hampshire 03857," prepared by Sebago Technics, dated March 21, 2021 and recorded in the York County Registry in Plan Book 420, Page 23 (the "Plan"). The Declarant hereby adopts the following covenants, conditions and restrictions applicable to the Property.

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 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 subdivision. The Declaration is also made for the purpose of maintaining and operating the stormwater system, maintaining and plowing the private roadway until such time as it becomes a public road, maintaining the mailboxes and maintaining and inspecting such other items deemed needed for the proper operation of the subdivision and allocating the costs.

1. **Homeowners' Association Formation and Responsibilities.**

1.1 Upon the sale of the last Lot, or sooner if the Declarant so decides, the Declarant shall establish a homeowners' association designated as The Homes at West Meadow Homeowners' Association (the "Association" or "HOA"). The Association shall be governed in accordance with this Declaration and By-Laws attached hereto as **Exhibit A**. Membership in the Association shall be mandatory for all owners of Lots within 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 this Declaration. Until such time as the Association is formed, the Declarant shall maintain and operate the stormwater system, maintain and plow the roadway, and maintain the mailboxes and maintain and inspect such other items deemed necessary for the proper operation of the subdivision, and shall have the right to establish an annual budget for the management of these items, as well as a capital reserve fund and to assess each Lot Owner a portion of the cost. At the closing of each Lot, the Owner will

pay its pro-rata share of its annual fee and contribute toward the capital reserve fund to be held in reserve by the Declarant and turned over to the Association once formed. The Declarant shall not be obligated to make any contribution to either the annual fee or the capital reserve fund.

1.2 After the Association has been formed and the Declarant has relinquished all control to the Owners, there shall be a meeting of the Association members, at which time one Lot Owner shall be elected President, who shall be a member of the Board of Directors. A letter shall be sent to Maine Department of Environmental Protection (MDEP) Stormwater Program, notifying of the creation of an HOA. The Association members will also elect at least two other members to serve on the Board of Directors. Each Lot shall have one vote regardless of the number of Owners of the Lot. The Board of Directors shall prepare an annual budget and assess to each Lot Owner one hundred percent (100%) of the cost of maintaining the stormwater system, the roadway until such time as the roadway is publicly maintained, maintaining the mailboxes and maintaining and inspecting such other items deemed necessary to the proper operation of the Association. The Board of Directors shall determine the method of payment and may record a lien against any Lot Owner whose assessment is not paid within thirty (30) days of due date for the amount unpaid as well as all costs associated with collection of such expense including reasonable attorney's fees. Failure of the Owner to pay the expense within thirty (30) days shall result in the Owner being responsible for payment of an interest rate of 1 and 1/2 percent per month on the unpaid balance until the balance is paid in full. No annual meetings shall be held until such time as Declarant has relinquished control of the Association.

## **2. Stormwater System Management and Requirements; Wetlands Requirements**

2.1 Upon conveyance of the first Lot, the stormwater system and associated easements and two detention ponds depicted on the Plan (collectively referred to as the "Stormwater System") shall automatically be reserved for the benefit of the Declarant or the Association once formed. During construction, the Declarant shall maintain the Stormwater System in accordance with the inspection and other requirements set forth on pages 1-5 of Stormwater Management Plan") attached hereto as **Exhibit B**. Once construction of the Stormwater System is complete, the Declarant or the Association once formed, shall maintain the Stormwater System in accordance with the post-construction requirements set forth on pages 4-6 of the Stormwater Plan and submit the required annual maintenance report to the Code Enforcement Officer of the Town of Kennebunk. The management of Stormwater System shall be further subject to the Bylaws of the Association.

2.3 The owners of Lots 3, 4 and 5 are subject to wetlands as depicted on the Plan. These lot owners shall maintain a buffer easement around the wetlands as shown on the Plan. The Declarant, the Association, the Town of Kennebunk and MDEP shall have the right to ensure compliance with MDEP Permits. Any costs and expenses incurred by the Declarant, the Town or MDEP to insure compliance can be recovered against the Association.

2.4 Each Lot will be served by its own individual septic tank and septic field serving each Unit owned and maintained by each Unit Owner. Each Lot will be serviced by public water and subject to all easements and restrictions necessary to implement the same.

3. **Land Use and Structure Type; Zoning and Land Use Laws.**

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 and one garage/barn structure adapted for the storage of not more than four (4) automobiles. There will not be any back lots permitted within the subdivision. No fences will be allowed within the subdivision unless approved by the Declarant or the Association once formed. An “in-law” apartment 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 Town of Kennebunk 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 stormwater drainage must otherwise be in compliance with Kennebunk Land Use and Development Code and applicable local, federal and state laws, codes, ordinances 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 complete set of approved subdivision plans filed with the Town of Kennebunk.

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

4.1 Each dwelling shall have a minimum of 1,000 square feet of finished living area, exclusive of any garage, deck, porch, patio, basement, and attic. No carports shall be erected, placed or allowed to stand on said lots without prior approval of the 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 and views of neighboring lot owners; and (iii) ensure harmony of scale of dwellings with the subdivision.

4.2 Prior to seeking construction approval from Declarant, each Owner shall submit plans, including building plans, specifications and plot 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. Said approval shall not be unreasonably withheld or delayed.

4.3 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. Notwithstanding the foregoing, 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.

4.4 Once the Declarant no longer owns a lot in the subdivision, no prior approval under this Section is required unless the Board of Directors establishes an Architectural Committee as permitted under the Bylaws of the Association to review the plans.

5. **Building and Landscaping Requirements.**

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 first-class 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 Declarant. All dwellings shall be constructed on poured concrete foundations with a maximum of 24 inches of exposure unless otherwise approved by Declarant. All foundations shall be treated with waterproofing. Daylight or sump well foundation drain systems shall be used.

6. **Use and Occupancy Restrictions.**

6.1 Further subdivision of the lots is expressly prohibited. Notwithstanding the expressed prohibition for further subdivision of lots, lot line revisions between lots may be allowed.

6.2 Any Owner may lease his lot for a period of not less than twelve (12) months and shall be responsible to ensure compliance with these covenants by his/her tenant, especially the provisions in Section 2.5.

6.3 Certain lots in the subdivision may be subject to easements or restrictions, as shown on the Plan. Acceptance of a deed to any such lot by an Owner shall be subject to such easements or restrictions 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 or restriction as referenced on the Plan. Lots 3, 4 and 5 contain wetlands and each Lot Owner shall maintain the wetlands in accordance with paragraph 2.3 of this Declaration.

6.4 The following are prohibited:

a. Clotheslines, unless they are in back of the house and not visible from the road or other lot(s);

b. Antennas or satellite dishes with diameters larger than 24 inches unless approved by the Declarant or Association;

- c. Additions or outbuildings or appurtenances unless prior approval from Declarant or the Association, if required, has been obtained;
- d. Use of pesticides unless by professional application in limited quantity;
- e. Fuel tanks or similar storage receptacles that are visible from the road unless prior approval from Declarant or the Association, if required, has been obtained.
- f. Tree and vegetation cutting shall be limited to (unless otherwise designated) the building envelope and house yard on each individual lot. All other tree and vegetation cutting shall be subject to the restrictions as shown on the complete set of approved subdivision plans and as set forth in Section 2.3 herein.
- g. No open fires shall be permitted, except as allowed by Kennebunk Town Code.
- h. 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 Declarant at the entrance or within the subdivision.
- i. 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 Town Ordinances. All dogs shall be leashed when outside the boundary of an Owner's Lot.
- j. Household trash disposal will be the responsibility of the individual homeowners.
- k. No unregistered vehicles, junk cars or trucks or part thereof, shall be permitted on any lot unless garaged. No campers, trailers or boats are to be stored outside of dwelling or garage permanently for more than seven (7) days, unless approved by Declarant or Association in writing.
- l. No loam, sand or gravel, or other such material, except that resulting from landscaping or from construction permitted under this paragraph, shall be removed from a building lot.
- m. 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 other Lot Owners.
- n. Lot grades 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, if any.

o. 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 complete set of approved subdivision plans.

p. 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.

q. 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.

7. **Common Property and Other Lot Restrictions.**

7.1 The mailboxes and landscaping located at the entrance to the subdivision shall be common property and shall be maintained by the Association.

7.2 The restrictions set forth herein shall be binding on any present or future owner of the Lots.

7.3 Each provision of this Declaration, and any agreement, promise, covenant, and undertaking to comply with each provision of this Declaration, shall be deemed a land use restriction running with the land as a burden and upon the title to the Lots.

7.4 There shall be no disturbance of wetlands on Lots 3, 4 and 5 as depicted on the Plan.

8. **Roadway Maintenance and Plowing.**

The proposed roadway identified on the Plan shall be a private way and shall become public only by petition and acceptance by the Town. Upon road completion, the Declarant shall petition the Town to accept the roadway as a public road. In the event the Town does not accept the roadway as a public way, the Declarant shall convey the roadway to the Association and the roadway shall become a common responsibility to be maintained and plowed by the Association. The Declarant reserves the right to charge the homeowners for plowing and other road maintenance costs in accordance with Section 1.1 of this Declaration.

9. **Erosion Control.**

9.1 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 properties or alleviate any unsightly condition or construction or maintaining erosion prevention devices. All sediment and erosion control measures shall be installed in accordance with "Maine Erosion and Sediment Control Field Guide for Contractors" manual published by the Maine Department of Environmental Protection, 2014 revision or latest edition.

9.2 Prior to exercising its right to enter upon the Lot, 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 that immediate corrective action must be taken by such owner and advising that 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.

9.3 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 as well as all costs associated with collection of such expense including reasonable attorney's fees. Failure of the Owner to pay the expense within thirty (30) days shall result in the Owner being responsible for payment of an interest rate of 1-1/2 percent per month on the unpaid balance until the balance is paid in full.

#### 10. **Reservations and Easements.**

There is hereby excepted and reserved for the benefit of the Declarant, for so long as it owns any portion of the lots, and thereafter to the Association the following:

a. A right of way for all purposes over, across and through the roads, together with the right to install and maintain utilities within or under the traveled portion of said roads until the road is deeded to the Association.

b. The right to grant easements for utility purposes to enter onto any lot within fifteen (15) feet of the road lot line for the purpose of constructing, reconstructing, installing, replacing, and maintaining an underground or an aboveground utility therein and to extend, 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.

c. 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 installation, maintenance, repair and replacement of all 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 roadways. Notwithstanding the foregoing, any such easement shall not be exercised so as to materially interfere with the use or occupancy of any residence on a Lot.

d. 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 installation, maintenance, repair and replacement of all drainage and any other equipment and machinery necessary or incidental for the proper function of any drainage systems serving the Subdivision.

e. 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 and units 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.

g. Any easement reserved for the benefit of the Town or Declarant or Association or as otherwise designated on the Plan shall be deemed automatically granted without the need of any additional documents.

#### 11. **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 appropriated legal proceeding. If any Owner shall attempt to violate, shall violate or shall permit on his lot any violation of any of the covenants, restrictions or reservations described herein, the Declarant or Association once formed 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.

#### 12. **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.



13. **Notice of Covenant, Conditions and Restrictions.**

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

14. **Term.**

These covenants, conditions and restrictions shall run with the land and shall be for the benefit of the premises and shown on the Plan and shall be binding on the lots and purchasers of said Lots for a period of twenty (20) years from the date of this Declaration and shall automatically extend for successive periods of ten (10) years. 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 covenants, conditions and restrictions upon any such Lot.

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

The Declarant may amend the provisions of this Declaration at any time so long as Declarant owns a Lot and such amendments shall be binding on any and all Owners purchasing a Lot from the Declarant after such amendments has been duly made and recorded, provided such amendments are not less restrictive than the requirements in Sections 4. After Declarant no longer owns a Lot, these covenants, conditions and restrictions may be amended, at any time, by the then two thirds vote of the Lot Owners. Any amendment must be recorded at the York Country Registry of Deeds. Provided however, no amendment may remove, revoke or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege; nor shall any amendment alter Sections 2, 7, 8 and 10(g) without the written consent of the Town of Kennebunk or MDEP. Any waiver by the Declarant 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 lot.

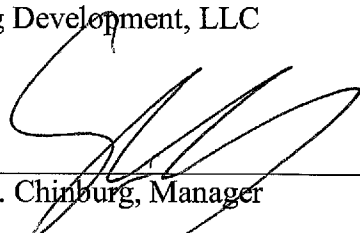
16. **Title Reference.**

For Declarant's title reference see deed from Kevin C. Malone and Kathlene A. Ryback dated May 25, 2021 and recorded at York County Registry of Deeds at Book 18681, Page 69.

[Signature follows on the next page.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day 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 January 17, 2022, by Eric J. Chinburg, Manager of Chinburg Development, LLC for the purposes herein contained.



  
Notary Public  
My Commission Expire 6-5-2024

**Exhibit A**

**See attached Bylaws of The Homes at West Meadow Homeowners' Association**

# THE HOMES AT WEST MEADOW HOMEOWNERS' ASSOCIATION

## BY-LAWS

THESE BY-LAWS dated this 17th day of January, 2022 executed by Chinburg Development, LLC, a New Hampshire limited liability company, with a place of business at 3 Penstock Way, Newmarket, County of Rockingham, State of New Hampshire (hereinafter called, together with their successors and assigns referred to as "the Developer") who is the Declarant under a Declaration of even date herewith and to be recorded simultaneously herewith in the York County Registry of Deeds (hereinafter called the "Declaration"). These By-Laws shall apply to The Homes at West Meadow 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.** The Homes at West Meadow Homeowners' Association is a non-profit private mutual benefit corporation pursuant to the State of Maine 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, including the Common Open Space, interior roadway, lighting, if any, and easements 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 in the subdivision shall become a member of The Homes at West Meadow Homeowners' Association (hereinafter the "Association").

(2) Membership shall include an undertaking to comply with and be bound by the Declaration of Covenants, Conditions 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 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 of which member is a beneficial owner. Where two or more owners own a lot, only one vote for such lot 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. 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 Kittery, County of York, State of Maine 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 four (4) 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 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-one (51%) 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 Director's 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 lot. 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 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, 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, Secretary and Treasurer and 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 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;
- (b) Operation, care and enforcement of any use and restrictions imposed upon the subdivision;
- (c) Operation, care, upkeep, maintenance and inspection of the Common Open Space, the stormwater system, the roadway, and maintenance of the mailboxes as set forth in the Declaration.
- (d) The employment, dismissal and replacement of agents and employees to facilitate the operation, care, upkeep and maintenance of the Common Land, including the Common Open Space and the interior roadway, lighting, if any, and the easements held by the Association;
- (d) To make or cause to be made additional improvements on and as part of the Common Land;
- (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 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 as set forth in the Declaration;
- (j) Repairing, restoring or replacing Common Land 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;

(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 lot 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 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, the Architectural Review Committee, that the Board of 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, the maintenance of the Common Open Space, the stormwater system, the roadway, and maintenance of the mailboxes, 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, including Common Open Space, and the interior roadway, lighting, if any, and enforcement of 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 environmental restrictions, maintenance, trash disposal 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 enforcement of any 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. Common expenses also specifically include all expenses relating to the enforcement of any restriction or easement granted to the Association.

(b) **Capital Improvements.** Whenever in the judgment of the Association the Common Land should be improved by new construction or alteration of existing facilities, any such additions, alterations or new construction may be made by the Association only after obtaining approval of two-thirds of the lot owners, and the Town of Kittery and the Maine Department of Environmental Protection (MDEP), if required. 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 semi-annual or annual 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 project, 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.

## **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 15.

Executed as of the date and year first above written.

[Signature follows on the next page.]

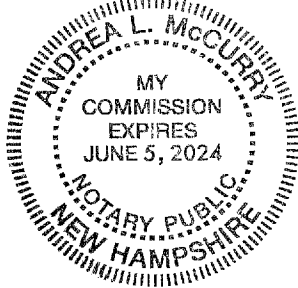
Chinburg Development, LLC.

Andrea McCurry  
Witness

By: [Signature]  
Eric J. Chinburg, Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

The instrument was acknowledged before me on January 17, 2022, by Eric J. Chinburg,  
Manager of Chinburg Development, LLC.



Andrea McCurry  
Notary Public / Justice of the Peace  
My commission expires: 6-5-2024

## **Exhibit B**

**See attached Inspection, Maintenance and House Keeping Plan**

## **Exhibit B**

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### **Inspection, Maintenance and Housekeeping Plan**

# INSPECTION AND MAINTENANCE PLAN

## The Homes at West Meadow Kennebunk, Maine

### Introduction

The responsible party for maintenance of the stormwater management facility during and following construction will be the applicant, Chinburg Development. A Homeowners Association will take over maintenance of the stormwater treatment pond and the Town of Kennebunk will take over ownership and maintenance of the storm drain infrastructure upon public road acceptance.

The contract documents will require the contractor to designate a person responsible for maintenance of the sedimentation control features during construction as required by the Erosion & Sedimentation Control Report. Long-term operation and maintenance for the stormwater management facilities is presented below.

The following plan outlines the anticipated inspection, maintenance, and housekeeping procedures for the erosion and sedimentation controls as well as stormwater management devices for the project site. Also, this plan outlines several housekeeping requirements that shall be followed during and after construction. These procedures should be followed in order to ensure the intended function of the designed measures and to prevent unreasonable adverse impacts to the surrounding environment.

The procedures outlined in this Inspection, Maintenance, and Housekeeping Plan are provided as an overview of the anticipated practices to be used on this site. In some instances, additional measures may be required due to unexpected conditions. For additional details on any of the erosion and sedimentation control measures or stormwater management devices to be utilized on this project, refer to the most recently revised edition of the “Maine Erosion and Sedimentation Control BMP” manual and/or the “Stormwater Management for Maine: Best Management Practices” manual as published by the Maine Department of Environmental Protection (MDEP).

### During Construction

1. **Inspection:** During the construction process, it is the contractor’s responsibility to comply with the inspection and maintenance procedures outlined in this section. These responsibilities include inspecting disturbed and impervious areas, erosion control measures, materials storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site. These areas shall be inspected at least once a week as well as before and after a storm event, and prior to completing permanent stabilization measures. A person with knowledge of erosion and stormwater control, including the standards and conditions in any applicable permits, shall conduct the inspections.

2. **Maintenance:** All measures shall be maintained in an effective operating condition until areas are permanently stabilized. If Best Management Practices (BMPs) need to be maintained or modified, additional BMPs are necessary, or other corrective action is needed, implementation must be completed within seven (7) calendar days and prior to any storm event (rainfall).
3. **Documentation:** A log summarizing the inspections and any corrective action taken must be maintained on-site. The log must include the name(s) and qualifications of the person making the inspections, the date(s) of the inspections, and major observations about the operation and maintenance of erosion and sedimentation controls, material storage areas, and vehicle access points to the site. Major observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and locations where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken.

The log must be made accessible to the appropriate regulatory agency upon request. The permittee shall retain a copy of the log for a period of at least five (5) years from the completion of permanent stabilization.

4. **Specific Inspection and Maintenance Tasks:** The following is a list of erosion control and stormwater management measures and the specific inspection and maintenance tasks to be performed during construction.

A. Sediment Barriers:

- Hay bale barriers, silt fences, and filter berms shall be inspected immediately after each rainfall and at least daily during prolonged rainfall.
- If the fabric on a silt fence or filter barrier should decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, it shall be replaced.
- Sediment deposits should be removed after each storm event. They must be removed before deposits reach approximately one-half the height of the barrier.
- Filter berms shall be reshaped as needed.
- Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required should be dressed to conform to the existing grade, prepared, and seeded.

B. Riprap Materials:

- Once a riprap installation has been completed, it should require very little maintenance. It shall, however, be inspected periodically to determine if high flows have caused scour beneath the riprap or dislodged any of the stone.



C. Erosion Control Blankets:

- Inspect these reinforced areas semi-annually and after significant rainfall events for slumping, sliding, seepage, and scour. Pay close attention to unreinforced areas adjacent to the erosion control blankets which may experience accelerated erosion.
- Review all applicable inspection and maintenance procedures recommended by the specific blanket manufacturer. These tasks shall be included in addition to the requirements of this plan.

D. Stabilized Construction Entrances/Exits:

- The exit shall be maintained in a condition that will prevent tracking of sediment onto public right-of-ways.
- When the control pad becomes ineffective, the stone shall be removed along with the collected soil material. The entrance should then be reconstructed.
- Areas that have received mud-tracking or sediment deposits shall be swept or washed. Washing shall be done on an area stabilized with aggregate, which drains into an approved sediment-trapping device (not into storm drains, ditches, or waterways).

E. Temporary Seed and Mulch:

- Mulched areas should be inspected after rain events to check for rill erosion.
- If less than 90% of the soil surface is covered by mulch, additional mulch shall be applied in bare areas.
- In applications where seeding and mulch have been applied in conjunction with erosion control blankets, the blankets must be inspected after rain events for dislocation or undercutting.
- Mulch shall continue to be reapplied until 95% of the soil surface has established temporary vegetative cover.

F. Stabilized Drainage Swales:

- Sediment accumulation in the swale shall be removed once the cross section of the swale is reduced by 25%.
- The swales shall be inspected after rainfall events. Any evidence of sloughing of the side slopes or channel erosion shall be repaired and corrective action should be taken to prevent reoccurrence of the problem.
- In addition to the stabilized lining of the channel (i.e. erosion control blankets), stone check dams may be needed to further reduce channel velocity.

5. **Housekeeping:** The following general performance standards apply to the proposed project.

A. Spill Prevention: Controls must be used to prevent pollutants from being

discharged from materials on-site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation.

- B. Groundwater Protection: During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in areas of the site draining to an infiltration area. An "infiltration area" is any area of the site that by design or as a result of soils, topography and other relevant factors, accumulates runoff that infiltrates into the soil. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials.
- C. Fugitive Sediment and Dust: Actions must be taken to ensure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil may not be used for dust control.
- D. Debris and Other Materials: Litter, construction debris, and chemicals exposed to stormwater must be prevented from becoming a pollutant source.
- E. Trench or Foundation Dewatering: Trench dewatering is the removal of water from trenches, foundations, cofferdams, ponds, and other areas within the construction area that retain water after excavation. In most cases, the collected water is heavily silted and hinders correct and safe construction practices. The collected water must be removed from the ponded area, either through gravity or pumping, and must be spread through natural wooded buffers or removed to areas that are specifically designed to collect the maximum amount of sediment possible, like a cofferdam sedimentation basin. Avoid allowing the water to flow over disturbed areas of the site. Equivalent measures may be taken if approved.

## **Post-Construction**

The following standards will be met after construction is complete.

- 1. **Requirement of Compliance**: The owner/operator shall demonstrate compliance with this plan as follows:
  - A. That the person (having control over the stormwater management facilities) shall, at least annually, inspect, clean, and maintain the stormwater management facilities, including, but not limited to, any parking areas, catch basins, drainage swales, detention basins, pipes, and related structures, in accordance with all Local Municipal and State inspections, cleaning, and Maintenance requirements of the approved Post-Construction Stormwater Management Plan Narrative.

- B. That the person shall repair any deficiencies found during inspections of the stormwater management facilities.
2. **Documentation:** A maintenance log will be kept (i.e. report) summarizing inspections, maintenance, and any corrective actions taken. The log will include the date on which each inspection or maintenance task was performed, a description of the inspection findings or maintenance completed, and the name of the inspector or maintenance personnel performing the task. If a maintenance task requires the clean-out of any sediments or debris, the location where the sediment and debris was disposed after removal will be indicated.
3. **Inspection and Maintenance Frequency and Corrective Measures:** The following areas, facilities, and measures will be inspected and the identified deficiencies will be corrected. Clean-out must include the removal and legal disposal of any accumulated sediments and debris.
- A. Culverts:
- Inspect culverts two times per year (preferably in spring and fall) to ensure that the culverts are working in their intended fashion and that they are free of debris. Remove any obstructions to flow; remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit and to repair any erosion damage at the culvert's inlet and outlet.
- B. Winter Sanding:
- Clear accumulations of winter sand in parking lots and along roadways at least once a year, preferably in the spring.
  - Accumulations on pavement may be removed by pavement sweeping.
  - Accumulations of sand along road shoulders may be removed by grading excess sand to the pavement edge and removing it manually or by a front-end loader or other acceptable method.
5. Inlet/Outlet Control Structures
- Inspect structures two times per year (preferably in spring and fall) to ensure that the structures are working in their intended fashion and that they are free of debris. Clean structures when sediment depths reach 12 inches from invert of outlet. At a minimum, remove floating debris and hydrocarbons at the time of the inspection.
6. Vegetated Areas
- Inspect slopes and embankments early in the growing season to identify active or potential erosion problems. Replant bare areas or areas with sparse growth. Where rill erosion is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows. The facilities will be inspected after major storms and any identified deficiencies will be corrected.

7. Ditches, Swales and other Open Stormwater Channels

- Inspect two times per year (preferably in spring and fall) to ensure they are working in their intended fashion and that they are free of sediment and debris. Remove any obstructions to flow, including accumulated sediments and debris and vegetated growth. Repair any erosion of the ditch lining. Vegetated ditches will be mowed at least annually or otherwise maintained to control the growth of woody vegetation and maintain flow capacity. Any woody vegetation growing through riprap linings must also be removed. Repair any slumping side slopes as soon as practicable. If the ditch has a riprap lining, replace riprap on areas where any underlying filter fabric or underdrain gravel is showing through the stone or where stones have dislodged. Correct any erosion of the channel's bottom or sideslopes. The facilities will be inspected after major storms and any identified deficiencies will be corrected.

8. Detention Basin Maintenance Measures

- The inlet and outlet of the pond shall be checked periodically to ensure that flow structures are not blocked by debris. Inspections should be conducted monthly during wet weather conditions from March to November.
- The rip rap outlets shall be inspected after every major storm in the first few months to ensure proper function. Thereafter, the outlet should be inspected at least once every six months.
- Detention Basins shall be inspected annually for erosion, destabilization of sideslopes, embankment settling and other signs of structural failure. Corrective action should be taken immediately upon identification of problems.

**Attachment:** Attachment 1 – Sample Post-Construction Inspection Report

# **Attachment 1**

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## **Sample Stormwater Inspection and Maintenance Form**

**Sample Stormwater Inspection and Maintenance Form**  
**The Homes at West Meadow**  
**Attachment 1**

This log is intended to accompany the stormwater Inspection, Maintenance and Housekeeping Plan for The Homes at West Meadow. The following items shall be checked, cleaned and maintained on a regular basis as specified in the Maintenance Plan and as described in the table below. This log shall be kept on file for a minimum of five (5) years and shall be available for review. Qualified personnel familiar with drainage systems and soils shall perform all inspections. Attached is a copy of the construction and post-construction maintenance logs.

<b>Item</b>	<b>Maintenance Required &amp; Frequency</b>	<b>Date Completed</b>	<b>Maintenance Personnel</b>	<b>Comments</b>
Ditches and Swales	Inspect after major rainfall event producing greater than 3" of rain in 2 hours.			
	Repair erosion or damage immediately.			
Catch Basins and Culverts	Remove accumulated sediment and debris			
	Sump depth			
Vegetated Areas	Inspect Slopes			
	Replant Bare Areas			
	Check after Major Storms			
Winter Sanding	Clean annually (Spring)			
	Remove sand and sediment from roadway shoulders			
Detention Basin	Inspect inlets/outlets to ensure no blockage from debris			
	Inspect side slopes annually for erosion, destabilization, and embankment settling.			