



Civil Engineers
Structural Engineers
Traffic Engineers
Land Surveyors
Landscape Architects
Scientists

November 5, 2019

TFM Project No: 47361.00

Peter Britz, Environmental Planner / Sustainability Coordinator
Portsmouth Planning Department
City Hall, 3rd Floor
1 Junkins Avenue
Portsmouth, NH 03801



Re: Conditional Use Permit Application for Banfield Road, Tax Map 256, Lot 2

Dear Peter:

On behalf of our client, Green & Company, we are submitting the additional plans and materials in response to the Conservation Commission Meeting held on October 9th. Included with this letter are the following:

- 10 Copies: Wetland Impact Plan – Alternate Alignment, Banfield Road, Portsmouth, NH, Tax Map 256, Lot 2, Dated September 25, 2019, and last revised on November 5, 2019.
- 10 Copies: Details of the Wetland Crossing
 - Open Grated Option
 - Bridge Option
 - Box Culvert Option
- 10 Copies of Details showing changes in Impact at the entrance
 - Original impacts with 28' wide roadway and without the gravel wetlands
 - Revised Alignment with 28' wide roadway
 - Revised Alignment with 20' wide roadway
- 10 Copies Impact of "Proposed Septic Systems on Wetlands and Impact of the Project on Wildlife", Dated November 2019.
- 10 Copies Impact of "Technical Report of Wetland Functions and Values", Dated June 27, 2019.
- 10 Copies of Tree Count
- 10 Copies of Memo on Comparison of Stormwater Treatments
- 10 Copies of Condominium Documents

Some of the concerns and questions addressed during that meeting are listed below with questions and concerns in standard text and TFMoran responses in italics.

What impact to the wetland would the roadway design have if it was moved to have the least impact on the wetland buffer? *See attached Details on Changes of Impacts at the Entrance.*

TFMoran, Inc.
48 Constitution Drive, Bedford, NH 03110
T(603) 472-4488 www.tfmoran.com



MSC a division of TFMoran, Inc.
170 Commerce Way-Suite 102, Portsmouth, NH 03801
T(603)431-2222 www.tfmoran.com

To be accurate, the comparison only includes impacts based on the 28' roadway width (not including impacts from the proposed gravel wetlands). Looking at these comparisons, the wetland impact increases by 297 square feet (+7%) and the buffer impacts decrease by 2,260 square feet (-24%). With a 20' roadway, the wetland impacts at the entrance decrease by 185 sf (-5%) and the buffer impacts at the entrance decrease by 4,651 sf (-48%).

What would be the impacts of moving the stormwater treatment to an underground system? The alternate alignment design replaces both gravel wetlands with underground detention and treatment systems. This significantly decreased the wetland buffer impacts by approximately 14,500 sf (62%).

What is the impact to the wildlife and wetlands due to the septic systems? See attached "Impact of Proposed Septic Systems on Wetlands and Impact of the Project on Wildlife".

Does the gravel wetland give more treatment or less treatment than the 100' buffer? See the attached Memo of comparison of Stormwater Treatment systems.

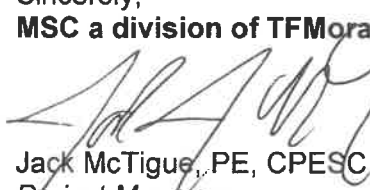
The Commission asked for a tree count. This has been provided. See the attached tree count.

Some additional items the Commission wanted to see on the plans included the proposed tree-line and the septic fields. These items have been added to the Wetland Impact Plan-Alternate Alignment.

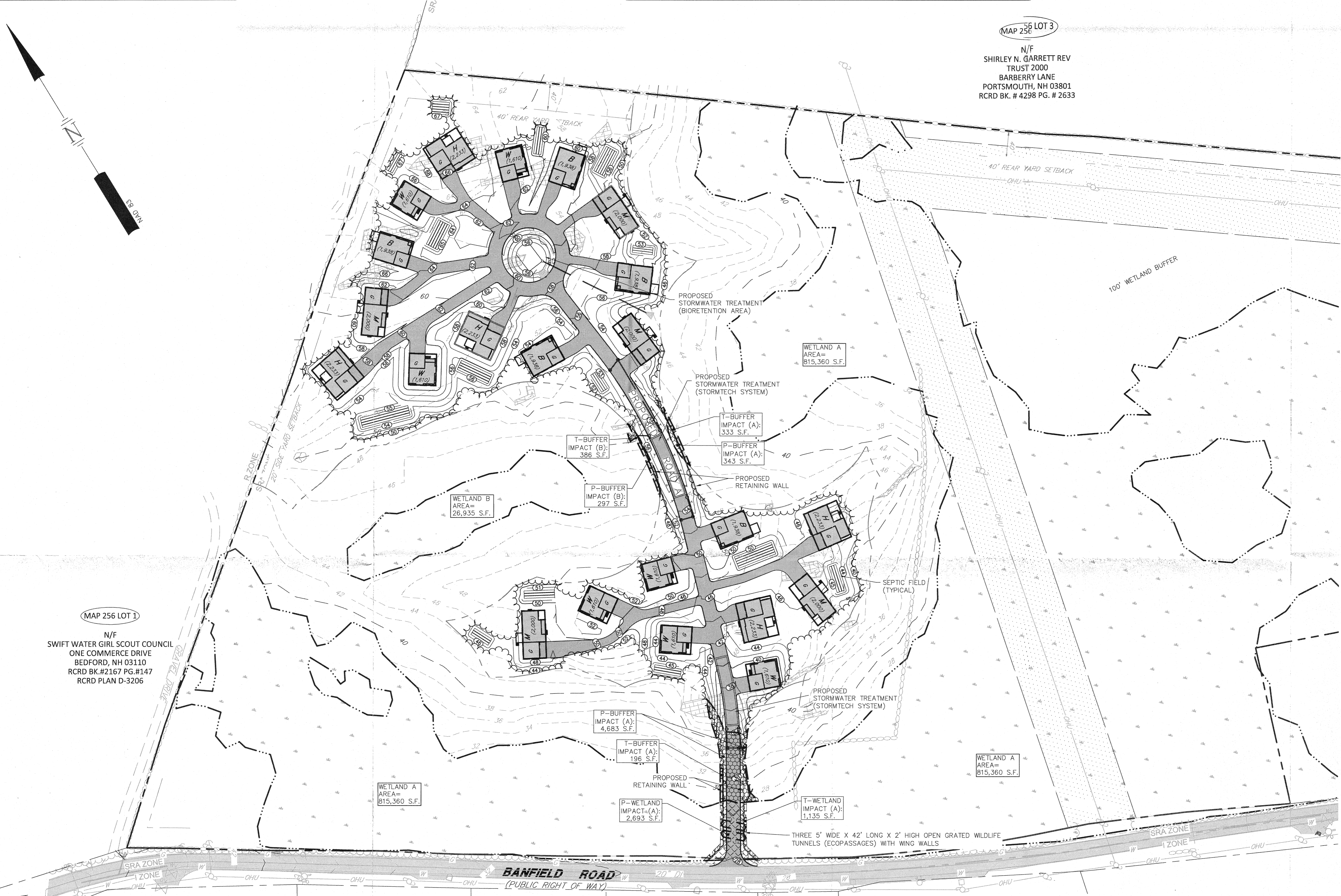
We have pursued other ways to decrease impacts. After discussing this project with the Juliet Walker and Peter Britz, the roadway was decreased from 28' wide to 20' wide. The cul-de-sac design was also review and the radius was reduced. This was a 3,715 square foot (or 10%) reduction in the roadway impervious area. Using the narrower roadway template, the roadway impervious area was decreased by 12,785 square feet (or 35%).

*In summary, the roadway entrance was moved 60' to the east, the two stormwater treatment areas in the buffer were placed under the roadway and the cul-de-sac was decreased which decreased impervious area and the overall length of the roadway. The resulted in a **net decrease in wetland impact of 185 sf (5%)**, a **net decrease in wetland buffer impact of 16,848 sf (73%)**, and a **net decrease in impervious area of 12,785 square feet (35% reduction in the roadway impervious area).***

Sincerely,
MSC a division of TFMoran, Inc.



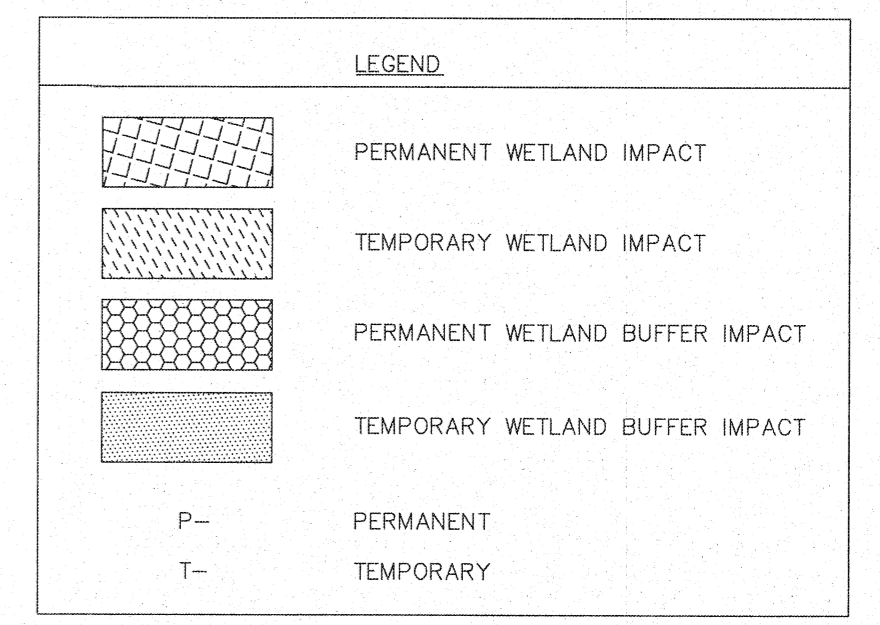
Jack McTigue, PE, CPESC
Project Manager



MAP 256 LOT 3
 N/F
 SHIRLEY N. GARRETT REV
 TRUST 2000
 BARBERRY LANE
 PORTSMOUTH, NH 03801
 RCRD BK. # 4298 PG. # 2633

- NOTES:
1. THE PURPOSE OF THIS PLAN IS TO SHOW THE CITY OF PORTSMOUTH WETLAND IMPACTS AND WETLAND BUFFER IMPACTS ASSOCIATED WITH THE CONDOMINIUM DEVELOPMENT OF TAX MAP 256 LOT 2.
 2. FIELD SURVEY WAS COMPLETED BY TCE AND EJS IN MAY & JUNE 2019 USING A TOPCON DST103 AND A TOPCON FC-5000 DATA COLLECTOR.
 3. THE PURPOSE OF THE BUILDING FOOTPRINTS SHOWN ON THE PLAN ARE FOR ILLUSTRATIVE PURPOSES ONLY. FOOTPRINTS MAY CHANGE DURING CONSTRUCTION, BUT WILL REMAIN WITHIN REQUIRED SETBACKS. INDIVIDUAL GRADING PLANS ARE REQUIRED FOR EACH AREA OF HOMES TO BE DEVELOPED (PRIOR TO BUILDING PERMIT).
 4. DENSITY CALCULATIONS:
 TOTAL LOT AREA: 44.88 ACRES
 WETLAND AREA: 18.97 ACRES
 STEEP SLOPES OVER 15%: 2.20 ACRES
 TOTAL DEVELOPABLE AREA: 23.71 ACRES (REMAINING LAND IS WETLANDS AND STEEP SLOPES OVER 15%)
 MAXIMUM UNITS FOR DEVELOPMENT: 23 SINGLE FAMILY HOUSES
 PROPOSED UNITS FOR OPEN SPACE PLANNED UNIT DEVELOPMENT: 22 THREE (3) BEDROOM UNITS
 5. PARKING CALCULATIONS:
 REQUIRED: 1.3 SPACES/UNIT PLUS ONE (1) VISITOR SPACE FOR EVERY 5 DWELLING UNITS.
 TOTAL REQUIRED = 33 SPACES
 PROPOSED: 88 SPACES (2 GARAGED SPACES PER UNIT, PLUS 44 SPACES ON PRIVATE DRIVEWAYS)
 6. WETLANDS DELINEATION WAS COMPLETED BY GOVE ENVIRONMENTAL SERVICES IN MAY 2019 AND FIELD LOCATED BY MSC A DIVISION OF TFMORAN, INC.
 7. STEEP SLOPE AREAS ARE APPROXIMATE. TOWN REGULATIONS DEFINE SLOPES OF 15% AND GREATER TO BE NON-BUILDABLE.
 8. EXAMINATION OF THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF PORTSMOUTH, NEW HAMPSHIRE, ROCKINGHAM COUNTY, COMMUNITY PANEL NUMBER 0270, EFFECTIVE DATE: MAY 17, 2005, INDICATES THAT THE SUBJECT PARCEL IS NOT LOCATED WITHIN A FLOOD HAZARD AREA.
 9. WETLAND IMPACTS WILL REQUIRE AN APPLICATION TO NHDES WETLANDS BUREAU AND A CONDITIONAL USE PERMIT FROM THE CITY OF PORTSMOUTH. OBTAINING THESE PERMITS WILL DEPEND ON THE WETLAND FUNCTION AND VALUES, AND SENSITIVITY OF THE PROJECT.
 10. TESTING FOR SUITABLE AREAS FOR SEPTIC SYSTEMS AND WELLS WILL BE REQUIRED TO CONFIRM THAT SERVICES CAN BE PROVIDED ON SITE, AND/OR AVAILABLE MUNICIPAL SEWER AND WATER CAPACITY WILL NEED TO BE VERIFIED DURING THE DESIGN PROCESS.
 11. SITE DEVELOPMENT MAY REQUIRE RETAINING WALLS FOR GRADE CHANGES.
 12. PRIOR TO ANY EXCAVATION ON SITE THE CONTRACTOR SHALL CONTACT DIG SAFE AT 811.

WETLAND	WETLAND AREA	TEMPORARY WETLAND IMPACT	PERMANENT WETLAND IMPACT	TEMPORARY BUFFER IMPACT	PERMANENT BUFFER IMPACT
A	815,360 S.F.	1,135 S.F.	2,693 S.F.	529 S.F.	5,029 S.F.
B	26,935 S.F.	0 S.F.	0 S.F.	386 S.F.	297 S.F.
TOTALS	842,295 S.F.	1,135 S.F.	2,693 S.F.	915 S.F.	5,326 S.F.



MAP 256 LOT 1
 N/F
 SWIFT WATER GIRL SCOUT COUNCIL
 ONE COMMERCE DRIVE
 BEDFORD, NH 03110
 RCRD BK.#2167 PG.#147
 RCRD PLAN D-3206

MAP 266 LOT 5
 N/F
 HOPE FOR TOMORROW FOUNDATION
 1 STONERIDGE DRIVE
 RYE, NH 03870
 RCRD BK. # 5783 PG. # 602

MAP 266 LOT 3
 N/F
 ANDREW R. & CAROL ANN CROTEAU
 285 BANFIELD ROAD
 PORTSMOUTH, NH 03801
 RCRD BK. # 1843 PG. # 336

MAP 266 LOT 1
 N/F
 RICCI CONSTRUCTION CO INC
 225 BANFIELD ROAD
 PORTSMOUTH, NH 03801
 RCRD BK. # 2527 PG. # 0322

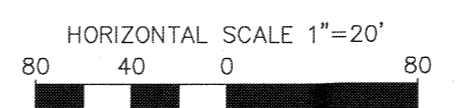
MAP 266 LOT 2
 N/F
 DENISE ARNOLD
 261 BANFIELD ROAD
 PORTSMOUTH, NH 03801
 RCRD BK. # 3644 PG. # 1763

MAP 266 LOT 1
 N/F
 RICCI CONSTRUCTION CO INC
 225 BANFIELD ROAD
 PORTSMOUTH, NH 03801
 RCRD BK. # 2527 PG. # 0322

MAP 254 LOT 1
 N/F
 RICCI CONSTRUCTION CO INC
 225 BANFIELD ROAD
 PORTSMOUTH, NH 03801
 RCRD BK.# 1743 PG.# 0192

TAX MAP 256 LOT 2
WETLAND IMPACT PLAN - ALTERNATE ALIGNMENT
BANFIELD ROAD
PORTSMOUTH, NH
 OWNED BY
WALTER D HETT TRUST
 PREPARED FOR
GREEN & COMPANY REAL ESTATE
1"=160' (11"X17")
SCALE: 1"=80' (22"X34") **SEPTEMBER 25, 2019**

Copyright 2019 © Thomas F. Moran, Inc.
 48 Constitution Drive, Bedford, N.H. 03110
 All rights reserved. These plans and materials may not be copied, duplicated, replicated or otherwise reproduced in any form whatsoever without the prior written permission of Thomas F. Moran, Inc.
 This plan is not effective unless signed by a duly authorized officer of Thomas F. Moran, Inc.



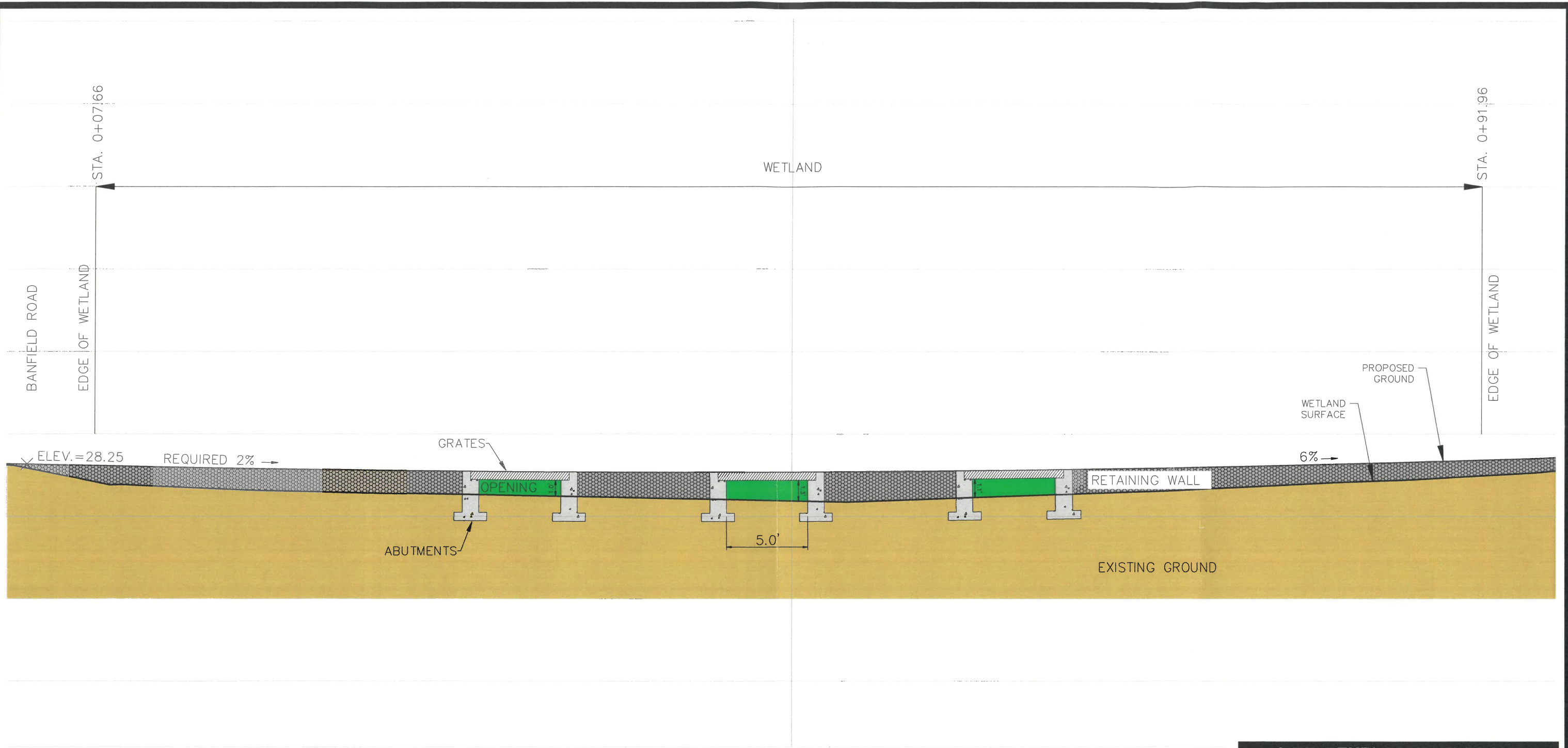
REV.	DATE	DESCRIPTION	DR	CK
1	11/05/19	Revised Alignment Per Regulatory Comments		

47361.00 DR RCK FB
 CK JUM CADFILE WETLAND IMPACT C-03

TFM Civil Engineers
 Structural Engineers
 Traffic Engineers
 Land Surveyors
 Landscape Architects
 Scientists

48 Constitution Drive
 Bedford, NH 03110
 Phone (603) 472-4488
 Fax (603) 472-9747
 www.tfmoran.com

Nov 04, 2019 - 10:07pm F:\MSC Projects\47361 - Banfield Road - Portsmouth\47361-00 - Green & Co. - Banfield Road\Design\Production Drawings - Alternatives\Wetland Impact.dwg



OPEN GRATE OPTION

SITE DEVELOPMENT PLANS
 TAX MAP 256 LOT 2
DETAILS
BANFIELD ROAD
PORTSMOUTH, NH
 OWNED BY
WALTER D HETT TRUST
 PREPARED FOR
GREEN & COMPANY REAL ESTATE

SCALE: SEPTEMBER 25, 2019

REV.	DATE	DESCRIPTION	DR	CK

TFM Civil Engineers
 Structural Engineers
 Traffic Engineers
 Land Surveyors
 Landscape Architects
 Scientists

48 Constitution Drive
 Bedford, NH 03110
 Phone (603) 472-4488
 Fax (603) 472-9747
 www.tfmoran.com

FILE 47361.00 DR RCK FB -
 CK JMM CADFILE DETAILS D-01

Nov 05 2019 - 11:51am F:\MSC Projects\47361 - Portsmouth\47361-00 - Green & Co - Banfield Road\Design\Production Drawings\Details.dwg

Copyright 2019 © Thomas F. Moran, Inc.
 48 Constitution Drive, Bedford, N.H. 03110
 All rights reserved. These plans and materials may not be copied, duplicated, replicated or otherwise reproduced in any form whatsoever without the prior written permission of Thomas F. Moran, Inc.
 This plan is not effective unless signed by a duly authorized officer of Thomas F. Moran, Inc.





BRIDGE OPTION

SITE DEVELOPMENT PLANS
 TAX MAP 256 LOT 2
DETAILS
BANFIELD ROAD
PORTSMOUTH, NH
 OWNED BY
WALTER D HETT TRUST
 PREPARED FOR
GREEN & COMPANY REAL ESTATE

SCALE: NTS SEPTEMBER 25, 2019

TFM Civil Engineers
 Structural Engineers
 Traffic Engineers
 Land Surveyors
 Landscape Architects
 Scientists

48 Constitution Drive
 Bedford, NH 03110
 Phone (603) 472-4488
 Fax (603) 472-9747
 www.tfmoran.com

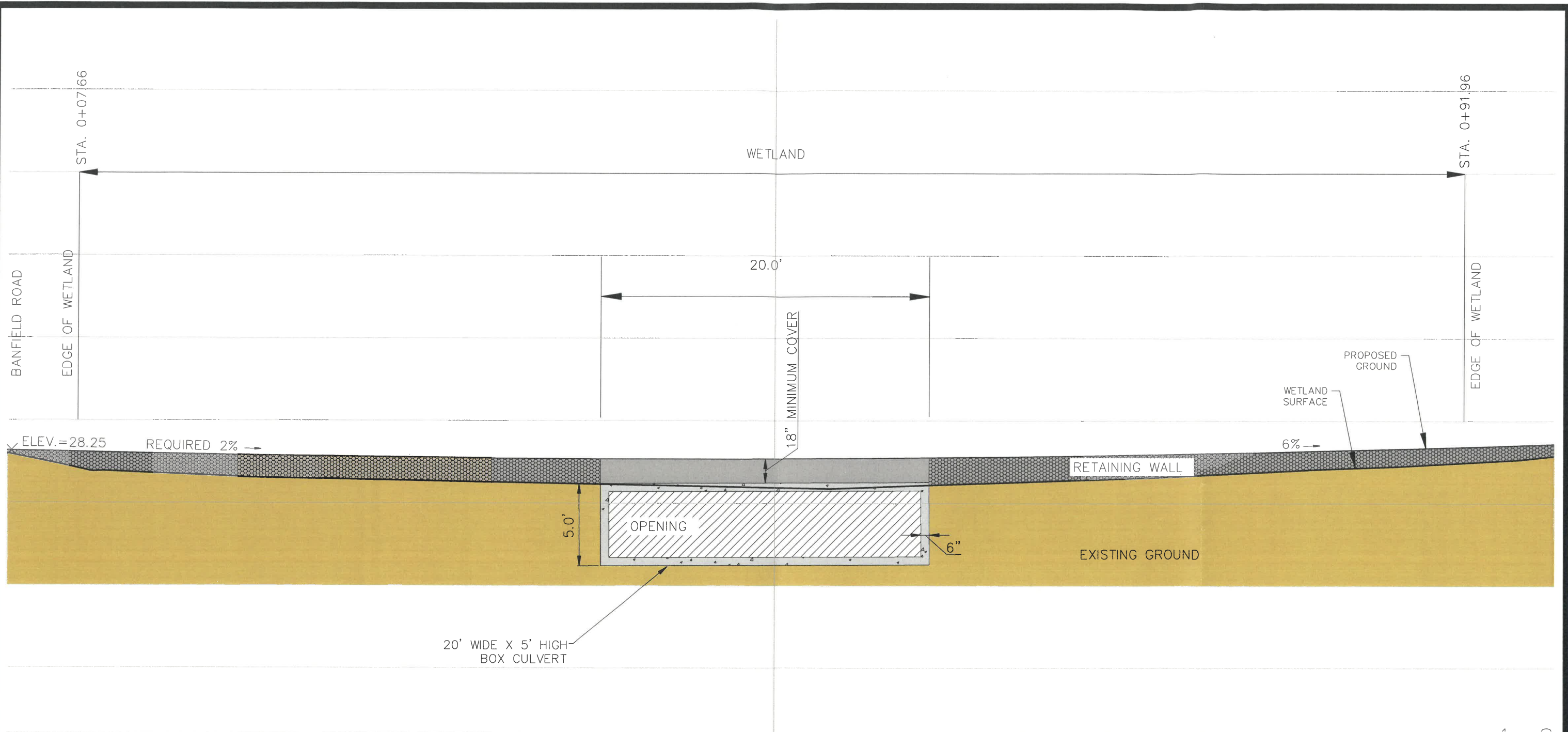
REV.	DATE	DESCRIPTION	DR	CK

FILE	47361.00	DR	RCK	FB	-	D-02
		CK	JM	CADFILE	DETAILS	

Nov 05 2019 11:56am F:\MSC Projects\47361 - Portsmouth\47361-00 - Green & Co - Banfield Road\Design\Production Drawings\Details.dwg

Copyright 2019 © Thomas F. Moran, Inc.
 48 Constitution Drive, Bedford, N.H. 03110
 All rights reserved. These plans and materials may not be copied, duplicated, replicated or otherwise reproduced in any form whatsoever without the prior written permission of Thomas F. Moran, Inc.
 This plan is not effective unless signed by a duly authorized officer of Thomas F. Moran, Inc.





**BOX CULVERT
OPTION**

SITE DEVELOPMENT PLANS
 TAX MAP 256 LOT 2
DETAILS
BANFIELD ROAD
PORTSMOUTH, NH
 OWNED BY
WALTER D HETT TRUST
 PREPARED FOR
GREEN & COMPANY REAL ESTATE
 SEPTEMBER 25, 2019

Copyright 2019 © Thomas F. Moran, Inc.
 48 Constitution Drive, Bedford, NH, 03110
 All rights reserved. These plans and materials may not be copied, duplicated, replicated or otherwise reproduced in any form whatsoever without the prior written permission of Thomas F. Moran, Inc.
 This plan is not effective unless signed by a duly authorized officer of Thomas F. Moran, Inc.



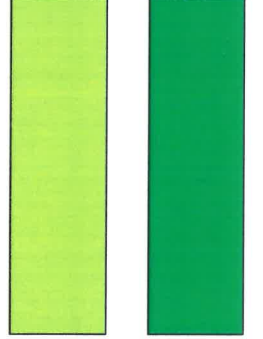
REV.	DATE	DESCRIPTION	DR	CK

	Civil Engineers Structural Engineers Traffic Engineers Land Surveyors Landscape Architects Scientists	48 Constitution Drive Bedford, NH 03110 Phone (603) 472-4488 Fax (603) 472-9747 www.tfmoran.com
	47361.00	DR RCK FB CK JUM CADFILE
FILE		D-03

Nov 05 2019 - 11:57am
 F:\MSC Projects\47361 - Portsmouth\47361-00 - Green & Co - Banfield Road\Drawings\Production Drawings\Details.dwg

WETLAND IMPACT

WETLAND BUFFER IMPACT



SUBSURFACE GRAVEL WETLAND #2

WETLAND BUFFER IMPACT 9,530 SF

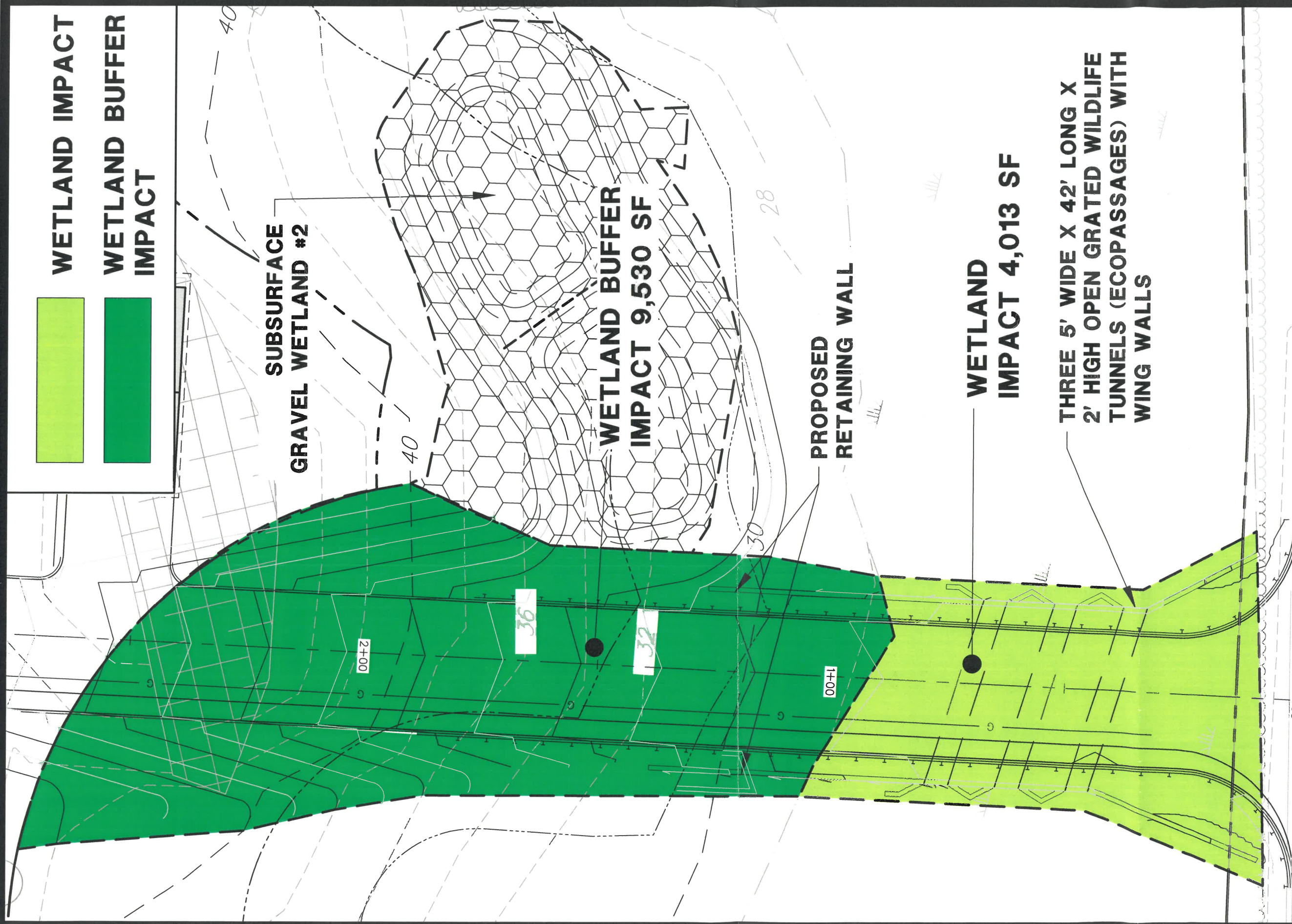
PROPOSED RETAINING WALL

WETLAND IMPACT 4,013 SF

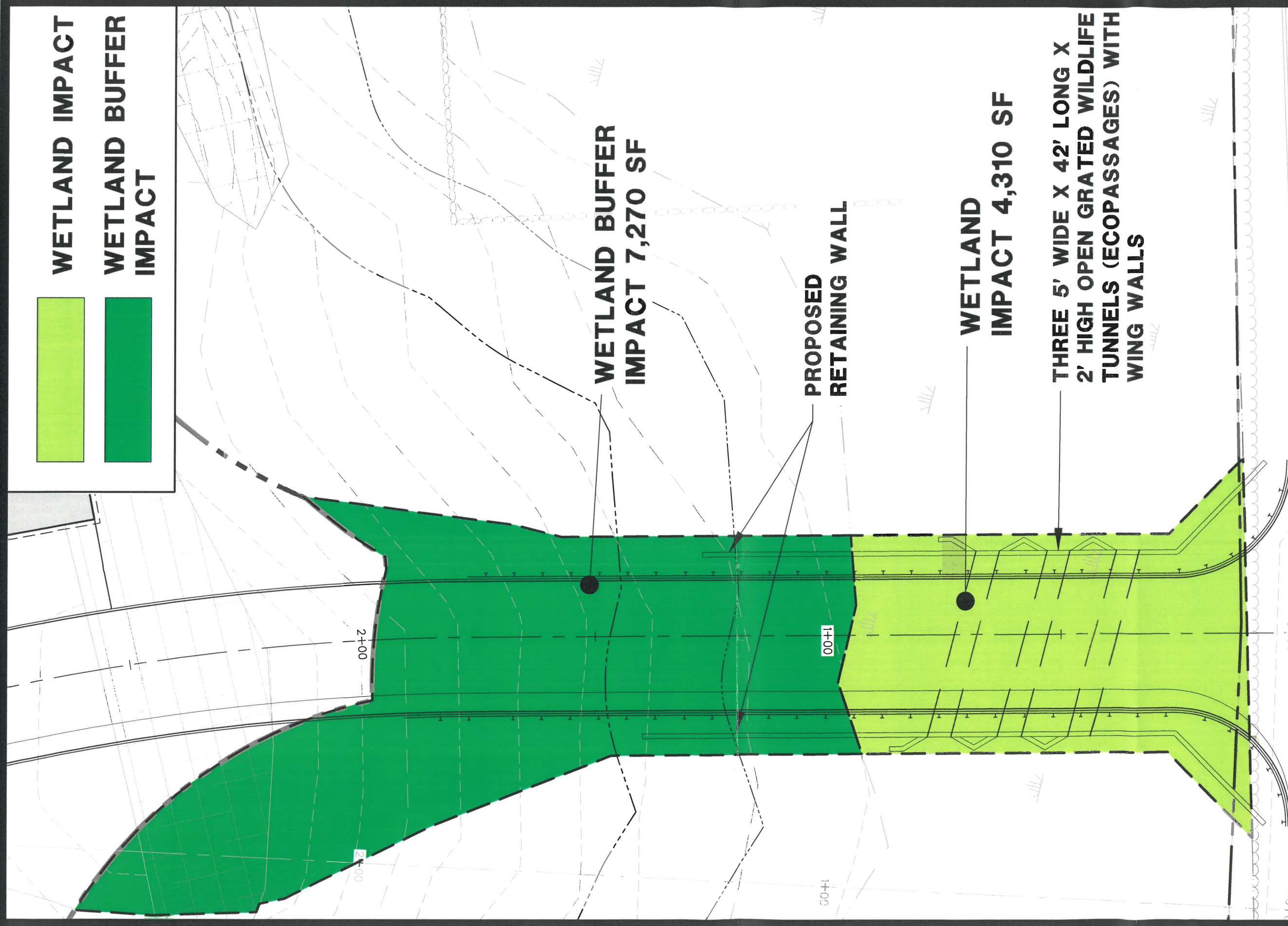
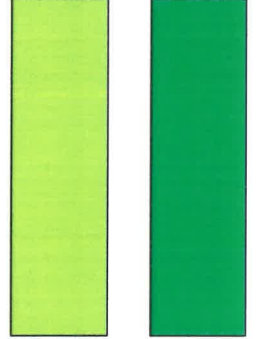
THREE 5' WIDE X 42' LONG X 2' HIGH OPEN GRATED WILDLIFE TUNNELS (ECOPASSAGES) WITH WING WALLS

BANFIELD ROAD

WETLAND IMPACT COMPARISON DETAIL
ORIGINAL ENTRANCE ALIGNMENT
(With 28' Roadway Width)



WETLAND IMPACT
WETLAND BUFFER IMPACT



WETLAND BUFFER IMPACT 7,270 SF

PROPOSED RETAINING WALL

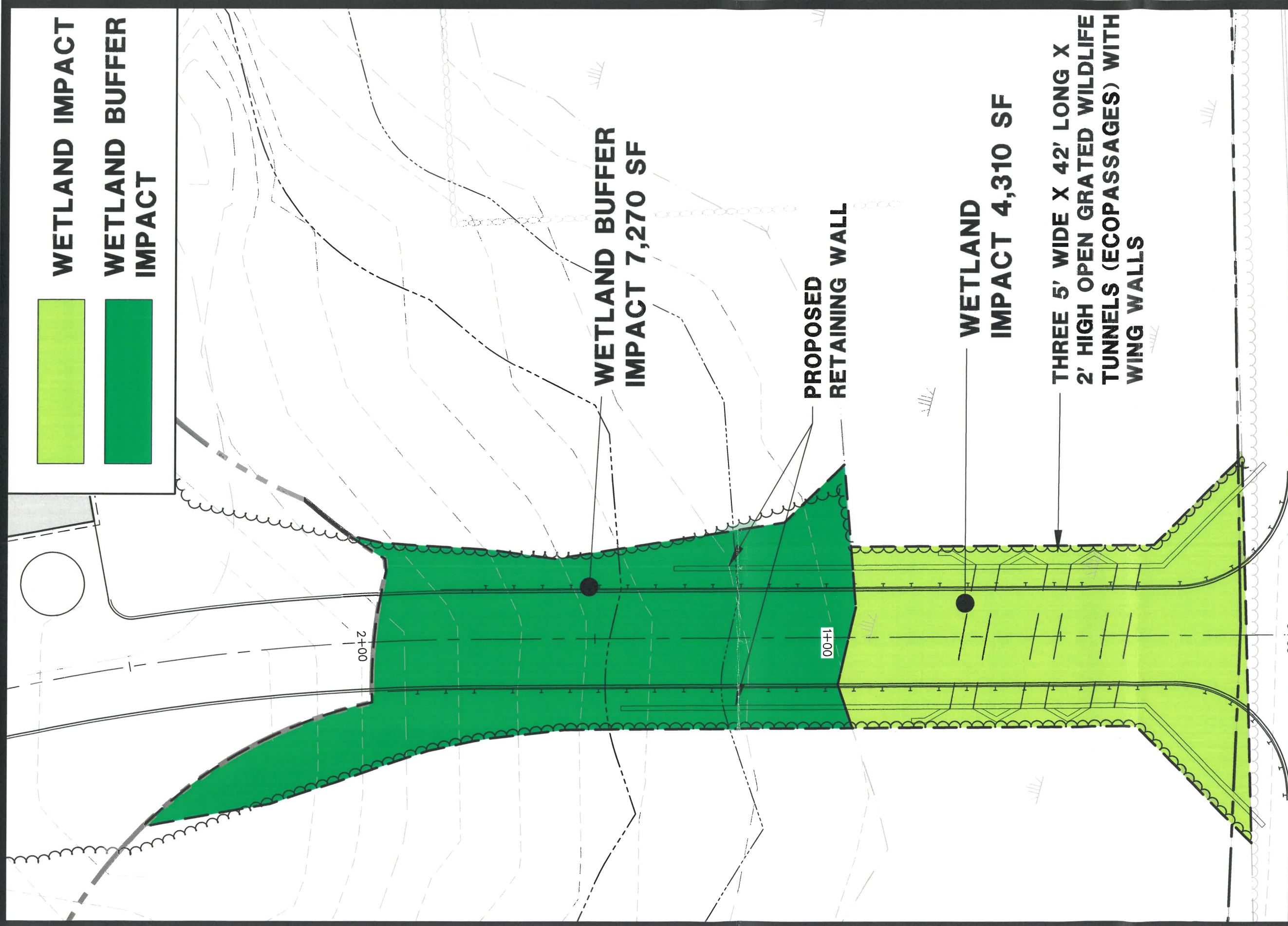
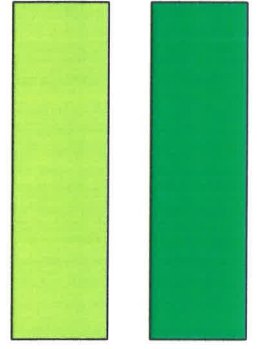
WETLAND IMPACT 4,310 SF

THREE 5' WIDE X 42' LONG X 2' HIGH OPEN GRATED WILDLIFE TUNNELS (ECOPASSAGES) WITH WING WALLS

BANFIELD ROAD

WETLAND IMPACT COMPARISON DETAIL
ALGERNA TE ENTRANCE ALIGNMENT
(With 28' Roadway Width)

WETLAND IMPACT
WETLAND BUFFER IMPACT



WETLAND BUFFER IMPACT 7,270 SF

PROPOSED RETAINING WALL

WETLAND IMPACT 4,310 SF

THREE 5' WIDE X 42' LONG X 2' HIGH OPEN GRATED WILDLIFE TUNNELS (ECOPASSAGES) WITH WING WALLS

BANFIELD ROAD

WETLAND IMPACT COMPARISON DETAIL
ALTERNATE ENTRANCE ALIGNMENT W/ NARROW ROADWAY
(With 20' Roadway Width)

Site Development Project



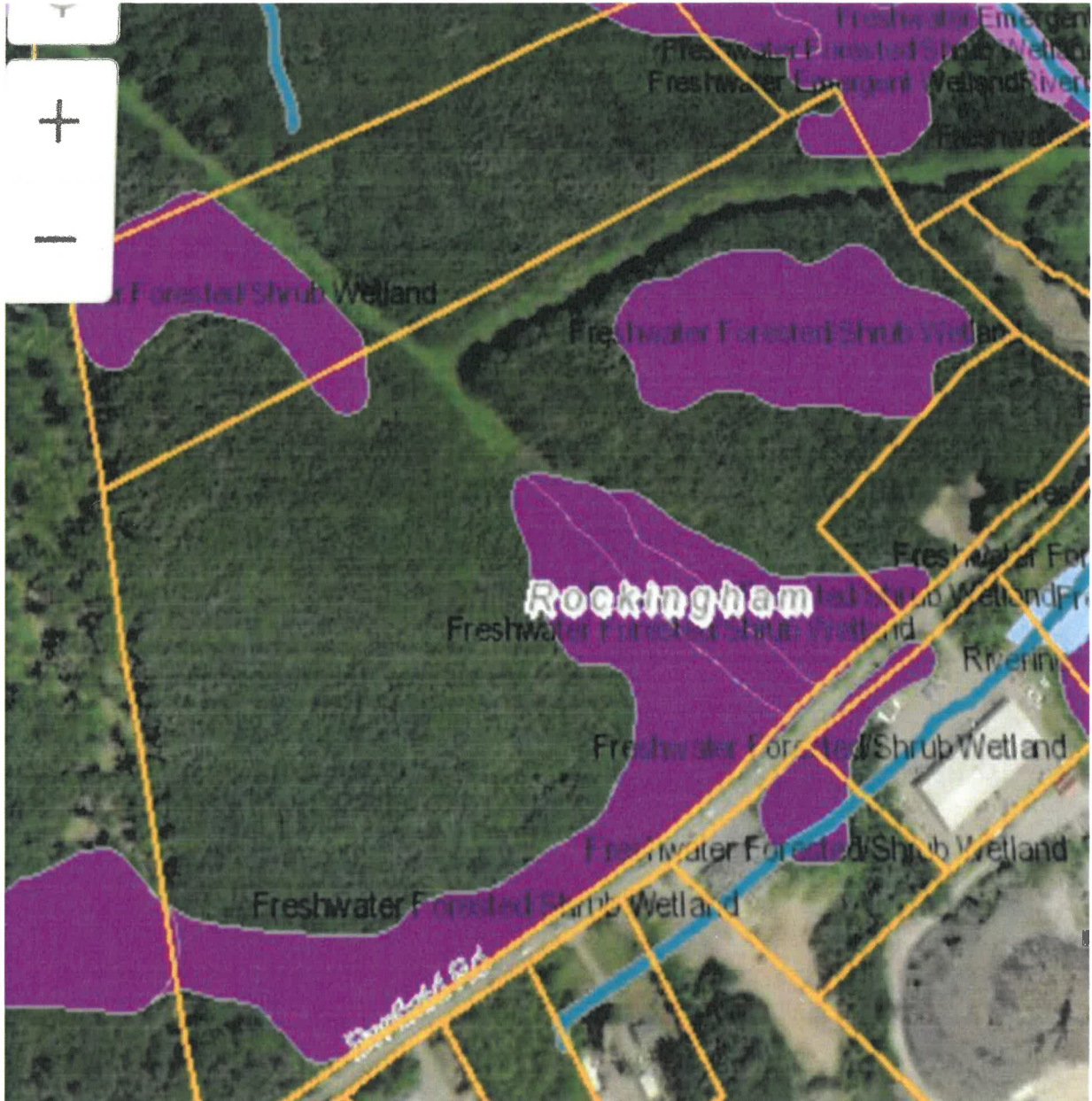
Tax Map 256 Lot 2 Banfield Road, Portsmouth

*Impact of Proposed Septic Systems on Wetlands and
Impact of the Project on Wildlife*

Prepared by Gove Environmental Services, Inc.
November 2019

Wetlands & Wildlife

Summary of Natural Resources Onsite



The site is located north of Banfield Road. Property to the north is forested land, and to the east is development. Property to the south is development, and to the west is forested land. The site is forested with the exception of power lines that traverse the property north-south and a portion of the property east-west. Large wetland areas were identified by NH Granit View (see above) and onsite wetland delineation expanded the wetland areas.

For the most part, the site drains from north to south, with the drainage crossing Banfield Road and entering a stream that flows to the northeast. Potential vernal pools were found on the eastern portion of the site. The wetlands are located on fine textured soils. The wetlands are typical red maple swamps intermixed with scrub-shrub wetlands. Emergent wetlands occur along the power line, and are maintained by cutting. For the most part, these are typical forested wetlands that are common in this portion of New Hampshire. Similar wetlands lay to the west and north of the site.

The uplands are a bedrock controlled landscape with fine textured soils. There is no sandy or gravelly outwash on the site. The forest is a mix of upland hardwoods and white pine. This is a typical forested upland for this portion of New Hampshire. Similar uplands lay to the west and north of the site.

Wildlife is expected to move through the ecotones. Ecotones are the transition areas between two biomes, where two communities meet and integrate. While a wildlife study was done on the site, this time of year is not ideal for direct observations or tracking.

It has been documented that wildlife corridors include power lines, edges of upland/wetland transitions, and abrupt changes in topography. Therefore, we expect wildlife movement from the west to the east along the wetland boundaries, movement from the north to south along both the wetland boundaries and the power lines. There are some abrupt topographic changes in the western portion of the site which has the potential to create a corridor of wildlife movement.

IMPACTS

The development is proposed for the western portion of the site, leaving approximately two-thirds of the site, from middle to east, undisturbed. The development will be accessed from Banfield Road, crossing the wetland, and then being clustered into two lobes of upland.

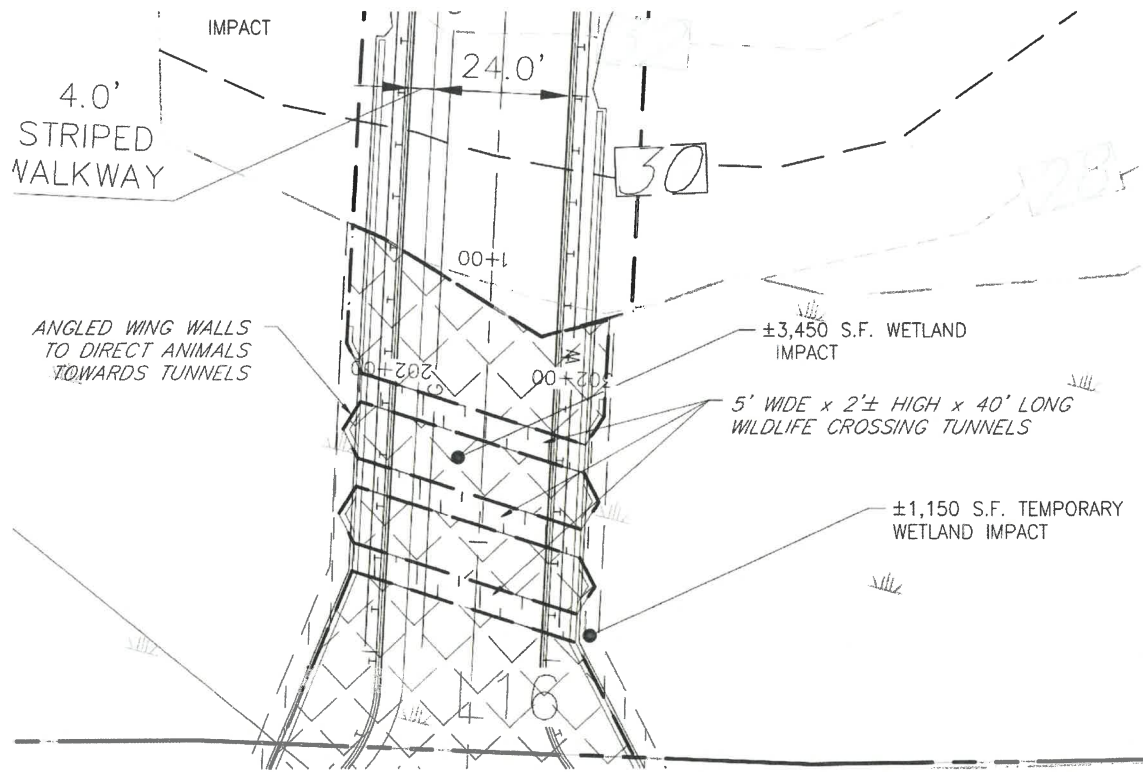
Any development into a forested area will impact wildlife. There are the direct impacts to loss of habitat. Thus, there is a direct impact to the wetlands adjacent to Banfield Road where

the access to the buildable uplands is proposed. The footprint of direct impact is relatively small in relation to the overall wetland complex on the site. While the direct impacts have been minimized by crossing at the narrowest point, a small amount of habitat will be directly lost.

The remaining development does not have any direct wetland impact. The impacts are to upland habitat. The direct impacts will be to areas used for feeding or for nesting/denning. Dead cavity trees, used for nesting, will be removed, thus impacting some birds species. Small mammals will also be impacted, as the larger cracks in the bedrock are used for denning, as are the deeper soil spaces between the bedrock. There will be a removal of food since the oaks, maples, birch and poplar all have seeds that are food for small to large mammals.

Because similar wetland and upland habitats lay to the north and west of the site, the birds and mammals utilizing the site can find suitable habitat within the same local.

The indirect impacts are to corridors of wildlife movement. In the wetlands, movement of reptiles and amphibians takes place in both the wetlands and in the ecotone between upland and wetlands. The access road through the uplands can create a barrier to that movement.



To mitigate for that access road becoming a barrier to reptiles and amphibians, the project is proposing three open grate culverts that would have natural bottoms. The open grate provides sunlight and allows the growth of vegetation in the natural bottom. The sunlight allows the reptiles and amphibians to see a potential predator that might be in or near the openings. Wing walls will direct turtles, snakes and frogs toward the openings and away from attempting to scale the slope and cross on the road surface. While this does not make the wetland crossing invisible to reptiles and amphibians, it does provide safer access from one side of the road to the other.

Small mammals will also use the tunnels, though some mammals, such as fox, will simply leap onto the road shoulder and dart across.

Larger mammals, such as deer and coyote, will be similar to the fox. These larger mammals are not deterred by a relatively low topographic change cause by the access road.

There will be indirect impacts to the corridor that lies between the two lobes of the development envelope. The east/west corridor that lies in the saddle between the two development lobes is focused along and through the isolated wetland that lies to the west of the proposed access road.

Wildlife movement is to/from the wetland to the east, through the upland saddle, through or beside the isolated wetland, and to the wetland drainage to the west. Larger mammals often will simply avoid the development altogether and move to the north of the development through forested uplands, or to the south along the wetlands on Banfield Road.

Smaller mammals, such as skunks, raccoons, fox, opossum, etc, will find the access road, now that it has been raised to

accommodate infiltration drainage, has become a barrier to west/east movement. The raised roadbed with its retaining wall, will force the small mammals toward and into both development lobes.

As a mitigating measure, the project is proposing a box culvert that would allow east/west access for the small mammals without being forced into the development areas. Again, this does not make this crossing invisible to wildlife movement, but it does provide an alternative access for wildlife.

With regard to the potential vernal pools on the site, these are located in the eastern area that will remain undeveloped. The closest point to any of the potential vernal pools of the development envelop is over 100 feet away. The majority of the radius around even the closest vernal pool is being left undisturbed. Thus, there are no projected impacts to the vernal pools viability.

SEPTIC SYSTEMS

The design and technology of septic systems has come a long way. Size of leach field, separation of solids, elevation above

seasonal high water tables and setbacks from wetland have created systems that are efficient and nonpolluting. The State of New Hampshire has setbacks of 50 feet lateral distance from poorly drained soils (wetlands).

There have been no documented degradation of wetlands from septic systems if properly designed, installed and maintained. Further, these are fine textured soils that have reaction sites on the soil particles that adsorb nutrients from leachate.

The proposed systems in this project are over 100 feet lateral distance from the poorly drained soils (wetlands). This is a 100% safety factor that has been built in by the setbacks required by the City of Portsmouth.

It is my opinion that the septic systems will have no adverse impact on the wetlands.

Complied by James Gove, CWS, CSS, CPSC, CPESC

November 4, 2019



TECHNICAL REPORT OF WETLAND FUNCTIONS AND VALUES

Date of Report: 6-27-2019

GES Project No.: 2017071

Project Location: BANFIELD ROAD, PORTSMOUTH

Prepared for: GREEN & COMPANY

Site Area Observed: TAX MAP 256, LOT 2

Site Conditions: FORESTED.

Wetlands Present: THREE WETLAND AREAS EVALUATED – BANFIELD A, BANFIELD B, BANFIELD C.

Seasonal Conditions: SITE WAS VISITED IN FALL OF 2018 AND SPRING 2019

Field Delineators: JP Gove CWS 051, CSS 004

Standards Utilized: THE HIGHWAY METHODOLOGY WORKBOOK *SUPPLEMENT*.
WETLAND FUNCTIONS AND VALUES *A DESCRIPTIVE APPROACH*. US
ARMY CORPS OF ENGINEERS, *NEW ENGLAND DIVISION*. 2016.

Compiled by: James P. Gove

BANFIELD A : LARGEST WETLAND ONSITE. PRINCIPAL FUNCTIONS ARE FLOODFLOW ALTERATION, SEDIMENT/TOXICANT RETENTION, NUTRIENT REMOVAL, WILDLIFE HABITAT.

BANFIELD B: DRAINS INTO BANFIELD B. PRINCIPAL FUNCTIONS ARE SEDIMENT/TOXICANT RETENTION, NUTRIENT REMOVAL, WILDLIFE HABITAT.

BANFIELD C: SMALLEST WETLAND ONSITE, PRINCIPAL FUNCTION IS WILDLIFE HABITAT.

NO OBSERVATIONS ON SITE BY NHB19-1807

NO PRIME WETLANDS

Wetland Function-Value Evaluation Form

Wetland I.D. Banfield A
 Latitude _____ Longitude _____
 Prepared by: JPG Date 6-27-19
 Wetland Impact: _____ Area N/A
 Type None

Evaluation based on:
 Office X Field X
 Corps manual wetland delineation completed? Y X N _____

Total area of wetland 17 AC Human made? No Is wetland part of a wildlife corridor? Yes or a "habitat island"? No
 Adjacent land use Developed and Forest Distance to nearest roadway or other development Adjacent
 Dominant wetland systems present PFO1C & PSS1C Contiguous undeveloped buffer zone present? Yes
 Is the wetland a separate hydraulic system? No If not, where does the wetland lie in the drainage basin? Middle
 How many tributaries contribute to the wetland? 2 Wildlife & vegetation diversity/abundance (see attached list)

Function/Value	Suitability Y / N	Rationale (Reference #)*	Principal Function(s)/Value(s)	Comments
Groundwater Recharge/Discharge	Y	6, 7, 13	N	Marine Silts - Discharge area
Floodflow Alteration	Y	1, 3, 5, 6, 7, 8, 9, 13, 18	Y	Large, flat, constricted outlet
Fish and Shellfish Habitat	N	1	N	Intermittent streams only
Sediment/Toxicant Retention	Y	1, 2, 3, 4, 5, 7	Y	Runoff from Banfield Road
Nutrient Removal	Y	1, 3, 4, 6, 7, 8, 9, 12	Y	Runoff from Banfield Road
Production Export	Y	1, 4, 5, 7	N	Not a high degree of diversity or open water
Sediment/Shoreline Stabilization	N		N	No shoreline present
Wildlife Habitat	Y	1, 5, 6, 7, 8, 10, 13	Y	Not a high degree if diversity but is a wildlife corridor
Recreation	N	3	N	Private land, limited access
Educational/Scientific Value	N	2	N	Private land, limited access
Uniqueness/Heritage	N		N	No NHB hits on site
Visual Quality/Aesthetics	N		N	No viewing points, no open water
Endangered Species Habitat	N		N	No NHB hits on site
Other	Y	Vernal Pools	---	4 vernal pools present

Notes: _____
 * Refer to backup list of numbered considerations.

Wetland Function-Value Evaluation Form

Wetland I.D. Banfield B
 Latitude _____ Longitude _____
 Prepared by: JPG Date 6-27-19

Total area of wetland 4 AC Human made? No Is wetland part of a wildlife corridor? Yes or a "habitat island"? No
 Adjacent land use Developed and Forest Distance to nearest roadway or other development Adjacent

Wetland Impact:
 Type Crossing Area <3000 SF

Dominant wetland systems present PFO1C Contiguous undeveloped buffer zone present Yes
 Is the wetland a separate hydraulic system? No If not, where does the wetland lie in the drainage basin? Upper to Middle

Evaluation based on:
 Office X Field X
 Corps manual wetland delineation completed? Y X N

How many tributaries contribute to the wetland? 1 Wildlife & vegetation diversity/abundance (see attached list)

Function/Value	Suitability Y / N	Rationale (Reference #)*	Principal Function(s)/Value(s)	Comments
Groundwater Recharge/Discharge	Y	6,7,13	N	Marine Silts - Discharge area
Floodflow Alteration	Y	2,5,6,9	N	Sloping, narrow, little ponding
Fish and Shellfish Habitat	N	1	N	Intermittent stream
Sediment/Toxicant Retention	Y	1,2,4,7,8,9	Y	Runoff from Banfield Road
Nutrient Removal	Y	1,3,4,6,7,8,9,12	Y	Runoff from Banfield Road
Production Export	Y	1,4,5	N	Not a high degree of diversity or open water
Sediment/Shoreline Stabilization	N		N	No shoreline present
Wildlife Habitat	Y	1,4, 5,7,8,16,18	Y	Not a high degree if diversity but is a wildlife corridor
Recreation	N	3	N	Private land, limited access
Educational/Scientific Value	N	2	N	Private land, limited access
Uniqueness/Heritage	N		N	No NHB hits on site
Visual Quality/Aesthetics	N		N	No viewing points, no open water
ES Endangered Species Habitat	N		N	No NHB hits on site
Other	N	Vernal Pools	---	None present

Notes: * Refer to backup list of numbered considerations.

Wetland Function-Value Evaluation Form

Wetland I.D. Banfield c
 Latitude _____ Longitude _____
 Prepared by: JPG Date 6-27-19

Total area of wetland 1/2 AC Human made? No Is wetland part of a wildlife corridor? No or a "habitat island"? No
 Adjacent land use Forest Distance to nearest roadway or other development 500 ft +

Wetland Impact: Type None Area N/A

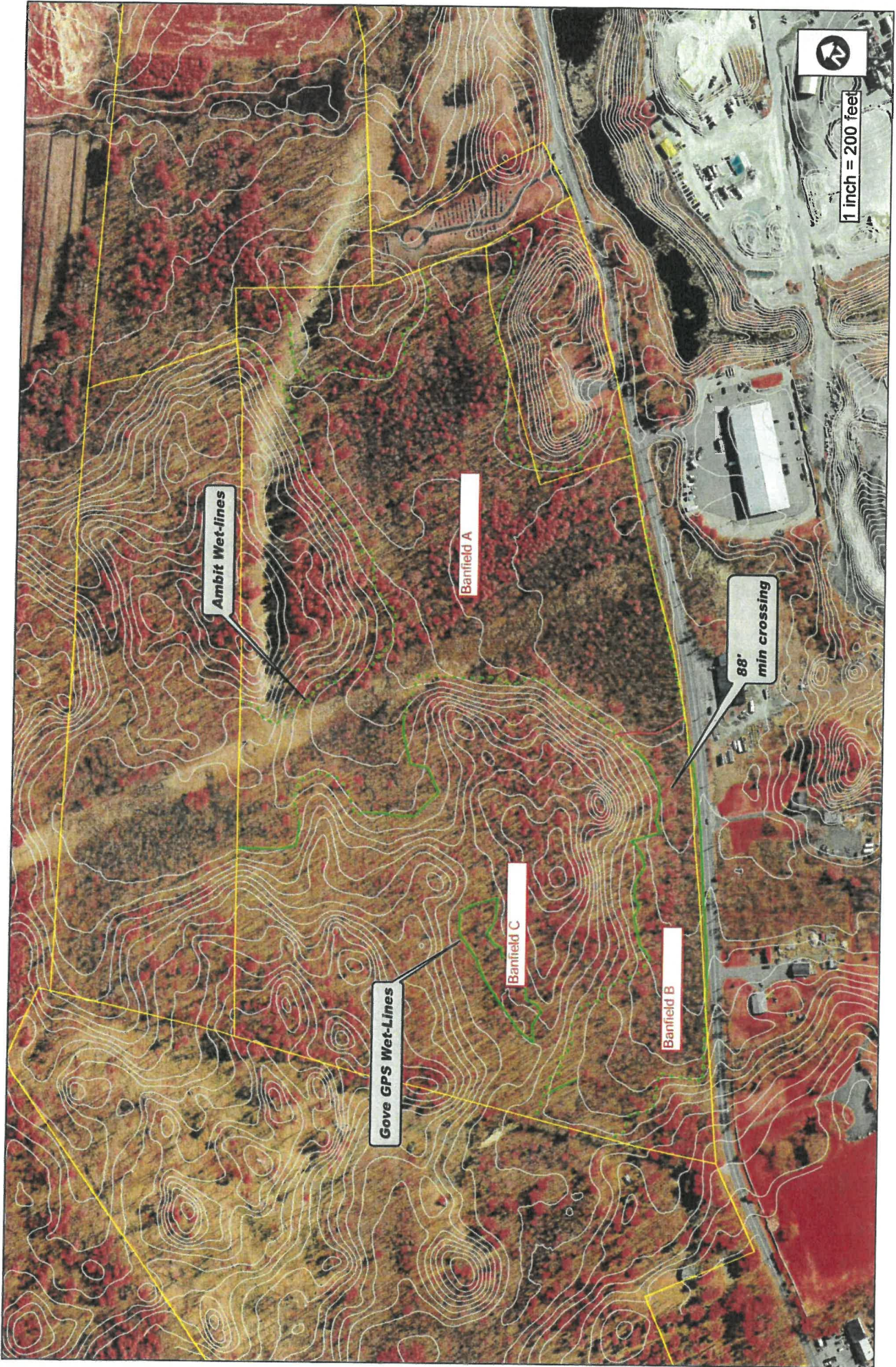
Dominant wetland systems present PFO1C Contiguous undeveloped buffer zone present Yes

Evaluation based on: Office X Field X
 Corps manual wetland delineation completed? Y X N N

Is the wetland a separate hydraulic system? Yes If not, where does the wetland lie in the drainage basin? _____
 How many tributaries contribute to the wetland? 0 Wildlife & vegetation diversity/abundance (see attached list) _____

Function/Value	Suitability Y / N	Rationale (Reference #)*	Principal Function(s)/Value(s)	Comments
Groundwater Recharge/Discharge	N		N	Isolated, seasonal runoff hydrology
Floodflow Alteration	Y	3.5.,9	N	Small, isolated, limited storage
Fish and Shellfish Habitat	N	1	N	No stream
Sediment/Toxicant Retention	N	4	N	No sources
Nutrient Removal	Y	3,7,8,9	N	Small and isolated
Production Export	N	1	N	Small and isolated
Sediment/Shoreline Stabilization	N		N	No shoreline present
Wildlife Habitat	Y	1,3,4, 5,7,8,18	Y	Limited to birds and small mammals
Recreation	N	3	N	Private land, limited access
Educational/Scientific Value	N	2	N	Private land, limited access
Uniqueness/Heritage	N		N	No NHB hits on site
Visual Quality/Aesthetics	N		N	No viewing points, no open water
ES Endangered Species Habitat	N		N	No NHB hits on site
Other	N	Vernal Pools	---	None present, low water levels

Notes: * Refer to backup list of numbered considerations.



Ambit Wet-lines

Banfield A

Banfield C

Banfield B

Gove GPS Wet-Lines

88' min crossing

1 inch = 200 feet





GOVE ENVIRONMENTAL SERVICES, INC.

Memorandum

Date: 06-15-2019
To: Mr. Joe Coronati & Mr. Michael Green
Company: Jones & Beach Engineers & Green & Company
From: Gove Environmental Services
Re: Banfield Road, Portsmouth
Subject: Vernal Pool Survey

This memorandum is documenting the potential vernal pools found on site at 355 Banfield Road.

Four potential vernal pools were documented and tadpoles were observed in two of the four. The four pools showed vernal pool characteristics such as standing water but it was too late in the season to determine if all four were productive. The two deeper pools had unidentifiable tadpoles.

The exact pool size could also not be documented due to the timing of the survey. It is recommended that these four areas are observed again during the next vernal pool survey season.

Sincerely,
Shelby Hall
Gove Environmental Services

Legend
06-15-2017
Banfield Rd Site

06-15-2017 09:37:30

06-15-2017 09:50:24

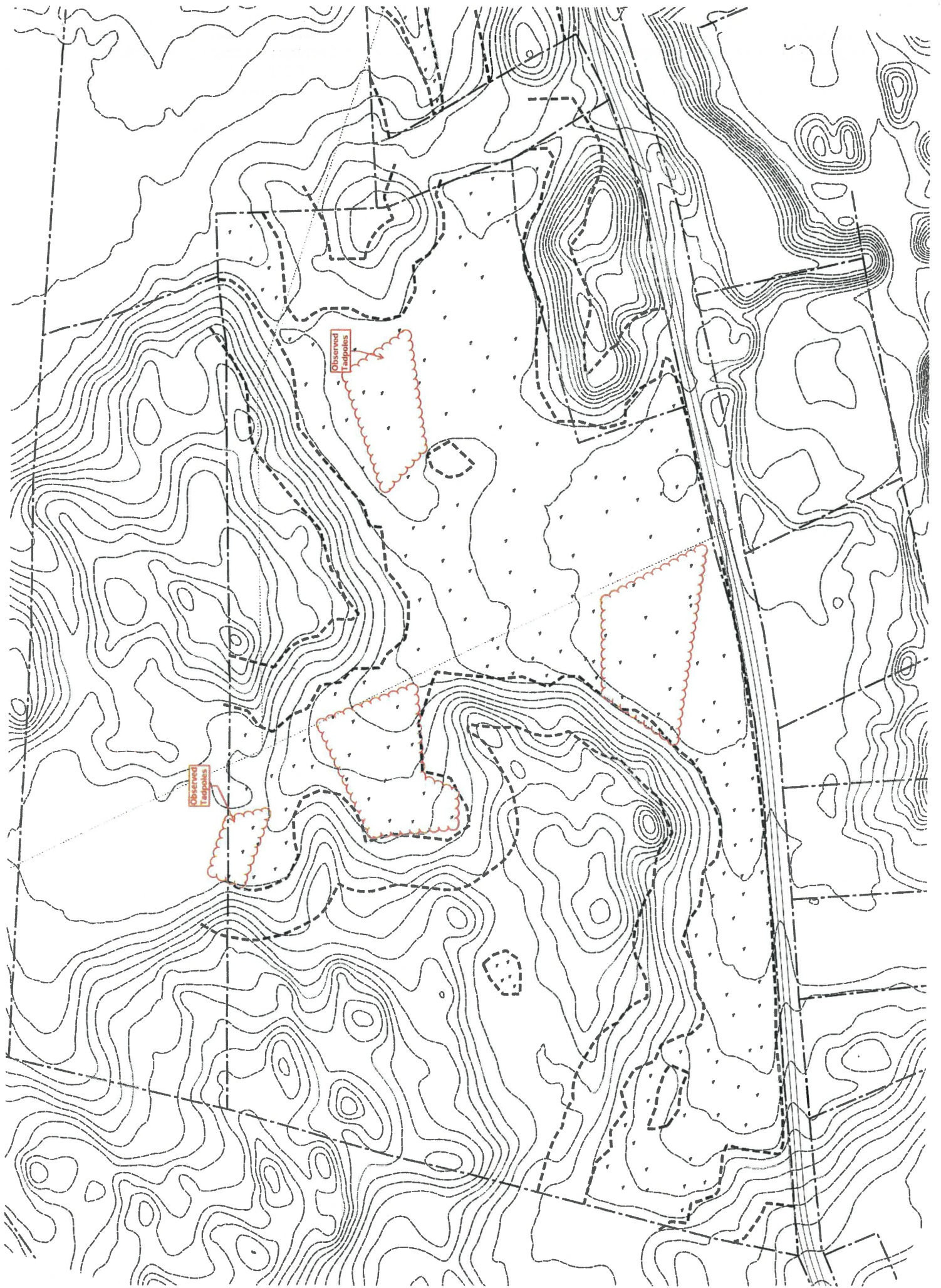
06-15-2017 09:30:29

06-15-2017 09:18:16

Google Earth

500 ft





Observed Turbidity

Observed Turbidity

CONFIDENTIAL – NH Dept. of Environmental Services review

Memo



NH NATURAL HERITAGE BUREAU
NHB DATACHECK RESULTS LETTER

To: Luke Hurley, Gove Environmental Services, Inc.
8 Continental Drive
Exeter, NH 03833

From: Amy Lamb, NH Natural Heritage Bureau
Date: 6/17/2019 (valid for one year from this date)
Re: Review by NH Natural Heritage Bureau
NHB File ID: NHB19-1807

Town: Portsmouth
Location: Tax Maps: 256-2

Description: This project is planned to be a 22 unit open space residential facility.

As requested, I have searched our database for records of rare species and exemplary natural communities, with the following results.

Comments: Please send NHB a plan set showing proposed wetland impacts, stormwater structures, building and parking infrastructure, and "open space" areas.

Natural Community	State ¹	Federal	Notes
Drainage marsh - shrub swamp system	--	--	Threats to this community include changes to the wetland's hydrology either through damming or increasing drainage. Significant increases in nutrients and pollutants from stormwater runoff could also have a deleterious effect on the wetland.
Red maple - sensitive fern swamp	--	--	These swamps are influenced by groundwater seepage and springs which moderate water fluctuations and maintain conditions favorable for the accumulation of organic matter. The primary threats are changes to the hydrology of the wetland complex, particularly raising or lowering the water levels, and increased nutrient and pollutant input carried in by stormwater runoff.

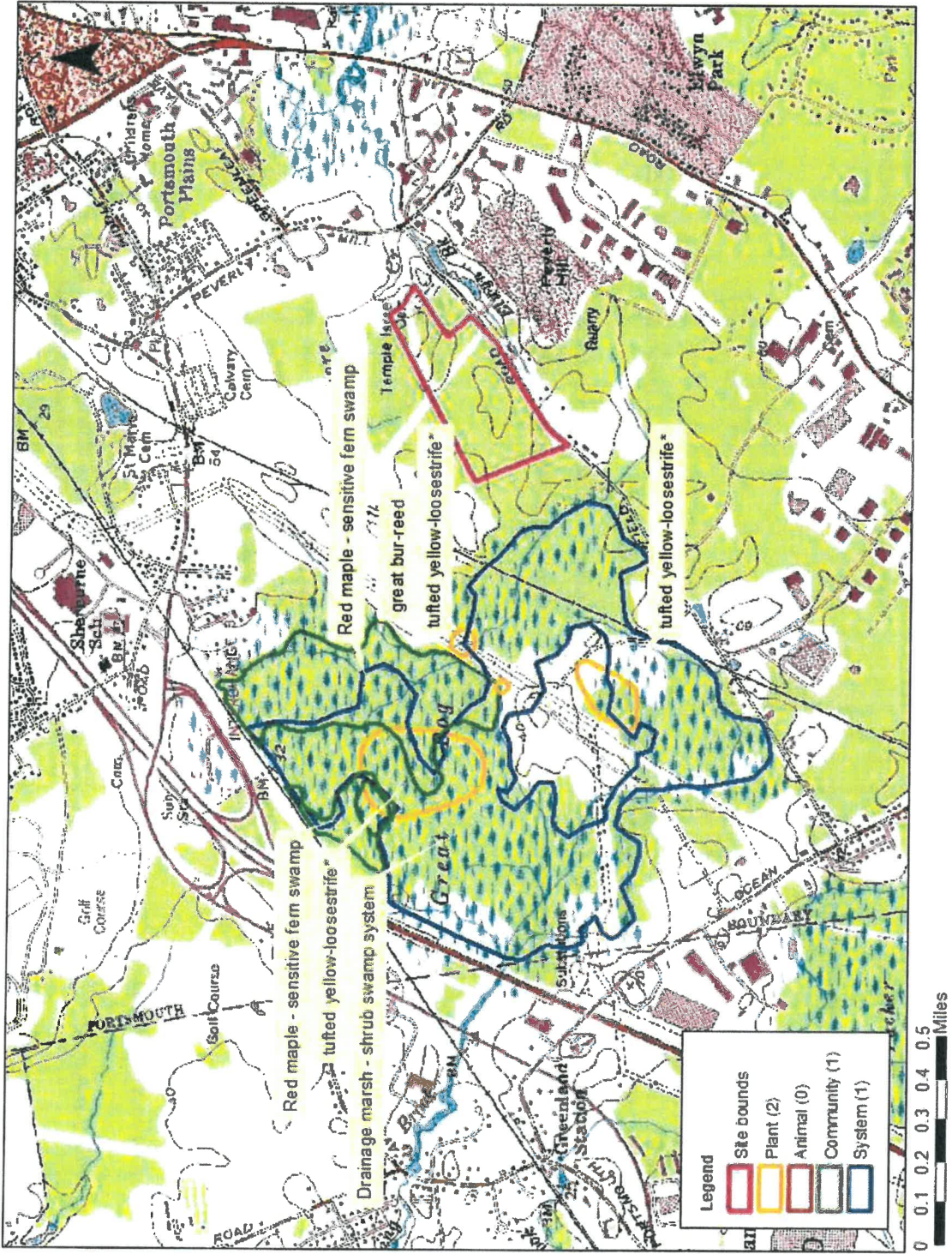
Plant species	State ¹	Federal	Notes
great bur-reed (<i>Sparganium eurycarpum</i>)	T	--	Threats to aquatic species include changes in water quality, e.g., due to pollution and stormwater runoff, and significant changes in water level.
tufted yellow-loosestrife (<i>Lysimachia thyrsiflora</i>)*	T	--	As a resident of peatlands, this species is susceptible to any changes to the wetland's hydrology (especially that which causes pooling), increased nutrient input from stormwater runoff, and sedimentation from nearby disturbances.

¹Codes: "E" = Endangered, "T" = Threatened, "SC" = Special Concern, "--" = an exemplary natural community, or a rare species tracked by NH Natural Heritage that has not yet been added to the official state list. An asterisk (*) indicates that the most recent report for that occurrence was more than 20 years ago.

A negative result (no record in our database) does not mean that a sensitive species is not present. Our data can only tell you of known occurrences, based on information gathered by qualified biologists and reported to our office. However, many areas have never been surveyed, or have only been surveyed for certain species. An on-site survey would provide better information on what species and communities are indeed present.

CONFIDENTIAL – NH Dept. of Environmental Services review

NHB19-1807



New Hampshire Natural Heritage Bureau - System Record

Drainage marsh - shrub swamp system

Legal Status

Federal: Not listed
State: Not listed

Conservation Status

Global: Not ranked (need more information)
State: Demonstrably widespread, abundant, and secure

Description at this Location

Conservation Rank: Good quality, condition and landscape context ('B' on a scale of A-D).
Comments on Rank: Despite the compromised condition and context ranks, this is an exemplary system because it is a very large, diverse emergent marsh system with coastal plain affinities.

Detailed Description: 2009: Emergent marsh, seepage marsh, meadow marsh, and shrub thicket communities cover most of Great Bog, a broad, coastal plain basin with very poorly drained marine sediment soil and moderate to deep mucky peat soils (over marine sediments). Sedges and/or cattails dominate the marsh communities, which occupy most of the treeless or sparsely wooded areas of the larger wetland. Shrub thickets are also common but occupy a minority of the system. These various communities cover large areas individually, but also occur together in more complex, fine-scaled mosaics in places. Herbaceous seepage marsh and cattail marsh are apparently the most extensive communities. Herbaceous seepage marshes, described from earlier visits and dominated by *Carex lacustris* (lake sedge), occupy large areas in the western part of Great Bog on Maybid silt loam soil, and possibly occur elsewhere. *Typha latifolia* (common cattail) dominate the cattail marshes in most areas on deeper mucks, but some are dominated by *Typha angustifolia* (narrow-leaved cattail), including the south-central portion of the wetland (south of the upland island in the middle of the wetland). *Carex stricta* (tussock sedge) dominates areas of **tall graminoid meadow marsh** and **mixed tall graminoid - scrub-shrub marsh**, along with various other sedges, grasses, forbs, and medium-height to tall shrubs. Shrub thickets include **alder - dogwood - arrowwood alluvial thicket** and **highbush blueberry - winterberry shrub thicket**. *Ilex verticillata* (winterberry), *Vaccinium corymbosum* (highbush blueberry), *Clethra alnifolia* (sweet pepperbush), *Alnus incana* ssp. *rugosa* (speckled alder) are abundant. *Lyonia ligustrina* (male berry) and *Toxicodendron vernix* (poison sumac) are occasional. Small to large colonies of *Phragmites australis* (common reed) occupy portions of the wetland, including the eastern lobe adjacent to Banefield Rd., which was sprayed with herbicide in September 2009. The marsh and shrub communities extend to the upland margin around most of the periphery, but transition to various swamp communities along the northeast side and discontinuously elsewhere.

General Area: 2009: Great Bog is set in low-relief coastal terrain, surrounded by both dry and mesic Appalachian oak - hickory forests, as well as swamps along subtle drainages that feed into the wetland. A complex mosaic of parent materials in the surrounding landscape include shallow ablation till, outwash sediments, and silt and clay soils of marine origin. Upland forests and swamps occur on the largely undeveloped northeast side. Roads, parking lots, and other residential and industrial development are common close to the wetland in other border areas. Invasive exotic shrubs are common in the upland areas immediately adjacent to the wetland, including vast forest thickets of *Frangula alnus* (alder-buckthorn) on the upland island in the central part of the wetland, through which the powerline corridor runs. These are perhaps the most extensive, old, and impenetrable thickets of alder-buckthorn this surveyor has seen, covering dozens of acres. Eighty percent or more cover of alder-buckthorn was common, with very little or no other vegetation in the understory. Other portions of this upland island were more open old fields with remnant orchard trees. Numerous other invasives are present, including *Rosa multiflora* (multiflora rose), *Berberis thunbergii* (Japanese barberry), and *Celastrus orbiculatus* (Asian bittersweet).

General Comments:
Management
Comments:

Location

Survey Site Name: Great Bog
Managed By: Portsmouth I, City of

County: Rockingham
Town(s): Portsmouth
Size: 349.3 acres

Elevation:

Precision: Within (but not necessarily restricted to) the area indicated on the map.

Directions: 2009: Accessed site from railroad tracks that cross Banefield Rd.

Dates documented

First reported: 2009-09-29

Last reported: 2009-09-29

New Hampshire Natural Heritage Bureau - Community Record

Red maple - sensitive fern swamp

Legal Status

Federal: Not listed
State: Not listed

Conservation Status

Global: Not ranked (need more information)
State: Rare or uncommon

Description at this Location

Conservation Rank: Good quality, condition and landscape context ('B' on a scale of A-D).

Comments on Rank: This is a fairly mature and very large example in a compromised landscape context. This part of Great Bog is less influenced by hydrologic alterations than portions nearer the outlet to the west.

Detailed Description: 2002: Two seepage swamp associations were observed at the north end of the seepage swamp system. Area 1 occurs further east (ie along border of development to the east) and has a denser *Acer rubrum* (red maple) cover (60-70%) and a sparse shrub layer. It is dominated by *Carex stricta* (tussock sedge; 35%), *Calamagrostis canadensis* (blue-joint; 15-20%), and *Onoclea sensibilis* (sensitive fern), with lesser quantities of *Carex lacustris* (lake sedge) and *Toxicodendron radicans* (climbing poison ivy). Area 2 is a classic red maple/lake sedge seepage swamp, with all the species of Area 1 present in lower abundance, less dense red maple (40%), a dominant layer of *Carex lacustris* (lake sedge; 60%) and sensitive fern (5%), and a denser shrub layer consisting mostly of *Vaccinium corymbosum* (highbush blueberry; 30%) and *Ilex verticillata* (winterberry; 5%). *Ulmus americana* (American elm) is occasional in the subcanopy. 1989: *Acer rubrum* (red maple) dominates. Understory dominants include *Carex stricta* (tussock sedge), *Alnus serrulata* (smooth alder), *Onoclea sensibilis* (sensitive fern), *Symplocarpus foetidus* (skunk cabbage). *Lysimachia thyrsiflora* (tufted loosestrife) also occurs here.

General Area: 2002: The seepage swamp is the dominant community in eastern portion of Great Bog, and bounded to the west by the large seepage marsh, to the north by railroad tracks, to the south by powerlines and upland. While surrounded by development, Great Bog is so large that it is actually one of the largest and least developed tracts of land in Portsmouth.

General Comments: 1989: Further field work needed.

Management

Comments:

Location

Survey Site Name: Great Bog

Managed By: Griffin

County: Rockingham

Town(s): Portsmouth

Size: 100.0 acres

Elevation:

Precision: Within (but not necessarily restricted to) the area indicated on the map.

Directions: Great Bog. North and west of powerline right-of-way. Best approach to portion of site visited in 2002 (without pulling over on I-95) is from north via the railroad tracks just south of crossing of Rte. 33 and I-95. Park in vicinity of Rte. 33 crossing of railroad tracks, at industrial complex on Griffen Rd to south of Rte. 33 (closest but dense shrub border along RR track) or at RR bridge by Greenland and Borthwick Streets just north of Rte. 33 (easiest). Proceed southwest on RR tracks. The seepage swamp is located to the south just past the industrial complex (0.25 miles from Rte. 33); the seepage marsh is found further along past the seepage swamp (open area with few trees ca. 0.45 miles from Rte. 33); and the swamp white oak swamp is found where trees pick up again south of the RR tracks closer to the highway crossing (0.7 miles from Rte. 33).

Dates documented

CONFIDENTIAL – NH Dept. of Environmental Services review

NHB19-1807

EOCODE:

CP00000094*015*NH

First reported: 1989-05-30

Last reported: 2002-09-27

CONFIDENTIAL – NH Dept. of Environmental Services review

New Hampshire Natural Heritage Bureau - Plant Record

great bur-reed (*Sparganium eurycarpum*)

Legal Status

Federal: Not listed
 State: Listed Threatened

Conservation Status

Global: Demonstrably widespread, abundant, and secure
 State: Imperiled due to rarity or vulnerability

Description at this Location

Conservation Rank: Poor quality, condition and/or landscape context ('D' on a scale of A-D).
 Comments on Rank: Small population size.

Detailed Description: 2010: At least 2 stems, with fruit/flowers.
 General Area: 2010: Edge of a partially shaded (red maple?) swamp. Skunk cabbage (*Symplocarpus foetidus*) present along with some buttercup or crowfoot (*Ranunculus* sp.) species and a sedge (*Carex* sp.) with large fruits (0.5 inches diameter, 2 inches long).

General Comments:
 Management
 Comments:

Location

Survey Site Name: Great Bog
 Managed By: Portsmouth I, City of

County: Rockingham
 Town(s): Portsmouth
 Size: .4 acres
 Elevation:

Precision: Within (but not necessarily restricted to) the area indicated on the map.

Directions: 2010: From Rte. 33 in Greenland, go SE on Ocean Road crossing I-95. The next left is Buckminster Way which has a short spur driveway that is blocked off with posts and a chain. Park here; a trail leads NE through woods to a large open upland area crisscrossed by power lines. The spot in question is right near the edge of a wetland and is fairly easy to access from the upland area (43.04553N, 70.80095W). Note that this spot may be difficult to access if water levels are high.

Dates documented

First reported: 2010-06-21
 Last reported: 2010-06-21

New Hampshire Natural Heritage Bureau - Plant Record
tufted yellow-loosestrife (*Lysimachia thyrsiflora*)

Legal Status

Federal: Not listed
State: Listed Threatened

Conservation Status

Global: Demonstrably widespread, abundant, and secure
State: Imperiled due to rarity or vulnerability

Description at this Location

Conservation Rank: Historical records only - current condition unknown.
Comments on Rank: New Hampshire's best population.

Detailed Description: 2010: Searched for but not found.
2004: Searched for but not found.
2002: Searched for but not found.
1989: Thousands of budding plants.
1983: 2 small populations, 11-50 individuals. Specimen collected.

General Area: 1989: SNE seepage marsh. Also in red maple swamp. With *Carex rostrata* (beaked sedge), *Acer rubrum* (red maple), *Typha latifolia* (common cat-tail), and *Osmunda cinnamomea* (cinnamon fern). 1983: Where a powerline crosses a branch of a brook.

General Comments: 1989: Occurs in 2 areas of seepage marsh.

Management: 2004: Lots of exotic species present.

Comments:

Location

Survey Site Name: Great Bog
Managed By: Griffin

County: Rockingham

Town(s): Portsmouth

Size: 45.8 acres

Elevation:

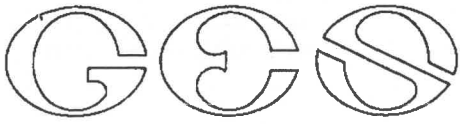
Precision: Within (but not necessarily restricted to) the area indicated on the map.

Directions: Great Bog, South and east of crook in powerline right-of-way.
1989: Areas 2 and 3: Park at railroad crossing of Banfield Road. Access via dirt road heading NW from Banfield Road about 0.2 miles north of the railroad (much of this road was flooded to 18 inches).
1983: Area 1: Great Bog. At crossing of branch of Pickering Brook and the electric line (brook crossing of utility line and service lane).

Dates documented

First reported: 1983-06-16

Last reported: 1989-05-30



GOVE ENVIRONMENTAL SERVICES, INC.

WILDLIFE HABITAT ASSESSMENT
GREEN & COMPANY
BANFIELD ROAD, PORTSMOUTH

The site consists of approximately 45 acres of woodland and wetland areas. The site also has an existing maintained powerline easement bisecting the property into two pieces. The site is bordered by Banfield Road to the south and open land to the north, east, and west.

Upland Areas

Field analysis of this community type reveals a dominance of mixed-age red maple (*Acer rubrum*), sugar maple (*Acer sacharum*), yellow birch (*Betula allegheniensis*), white pine (*Pinus strobus*), and American beech (*Fagus grandifolia*), along with red oak (*Quercus rubra*) and eastern white pine (*Tsuga canadensis*) comprising the overstory of this natural community. Species in the canopy range in size from pole-size to mature trees.

The shrub layer includes low bush blueberry (*Vaccinium angustifolium*) as well as regenerating canopy species. Analysis of herbaceous species reveals the presence of wintergreen (*Gaultheria procumbens*), partridgeberry (*Mitchella repens*), clubmoss (*Lycopodium spp.*), and bracken fern (*Pteridium aquilinum*), as well as several bryophytes and grasses.

There is very little variation in this natural community type throughout the wooded area of the parcel. This is similarly found in the other surrounding woodlands.

This natural community is common in southern New Hampshire.

Wetland Areas

There are two wetland areas on the site. Wetland 1 is located on the south and eastern portion of the lot. This wetland continues north to the powerlines. It is a combination of forested (PFO1E) and scrub shrub (PSS1E) vegetation. The wetland is dominated by red maple, Eastern Hemlock, American elm, and yellow birch in the tree layer, highbush blueberry, winterberry, sweet pepper bush, gray dogwood, and speckled alder in the shrub layer and cinnamon, sensitive, and royal fern, swamp dewberry, *Sphagnum* moss, and a variety of sedges and rushes in the herbaceous layer. This large wetland system has four potential vernal pools. The potential vernal pools were documented and tadpoles were observed in two of the four. Vernal pool characteristics such as standing water was observed, but it was too late in the season to determine if all four were productive. The two deeper pools had unidentifiable tadpoles.

The exact pool size could also not be documented due to the timing of the survey. It was recommended that these four areas are observed again during the next vernal pool survey season.

8 Continental Dr Unit H, Exeter, NH 03833-7507

Ph (603) 778 0644 / Fax (603) 778 0654

www.gesinc.biz

info@gesinc.biz

The smaller wetland on site, noted in the "F" series is a scrub shrub wetland (PSS1E) with highbush blueberry, winterberry, gray dogwood, and speckled alder in the shrub layer and cinnamon, sensitive, and royal fern, swamp dewberry, and *Sphagnum* moss in the herbaceous layer.

No prime wetlands are found on site. Results from the New Hampshire Natural Heritage Bureau indicates no known occurrences of rare, threatened, or endangered species, or natural communities on site. The results, which are attached, show two natural communities and two plant species in the large wetland area to the west, but not directly on site.

As part of the assessment several hours were spent on site to observe signs and calls for wildlife that might be present on site or that had recently used the site for travel. Those noted on site are listed below. Overall, the site had little notable wildlife usage. The survey was performed on July 15 and temperatures were high. Though the survey started in the morning, the temperature rose quickly and this often results in wildlife seeking shelter from the mid-day heat and therefore they lessen their activity. Noted species are common throughout this area of the state. There was noted deer activity sporadically throughout the site, but no main corridors were observed. As the site is relatively flat with gentle slopes, large wildlife such as deer were not confined to ridges or low lands for travel. Older evidence of presence was observed, such as scat was dried out and digging areas also appeared to be older.

Several areas of large rock out crops were present on site. However, no direct use by wildlife was observed. These rock outcrops can often be a place for small mammals (such as chipmunks, mice, and squirrels) to den and retreat from predators. The stone walls lining the parcel are also a potential source of habitat for the mentioned species.

We have projected possible wildlife corridors on site. A map indicating these areas is attached. It will depict predicted corridors for small mammals, large mammals, as well as amphibious and reptilian species.

Observed Species:

Birds

Black-capped chickadee
Downy woodpecker
Tufted titmouse
Red breasted nuthatch
Turkey

Mammal

White-tailed deer (old)

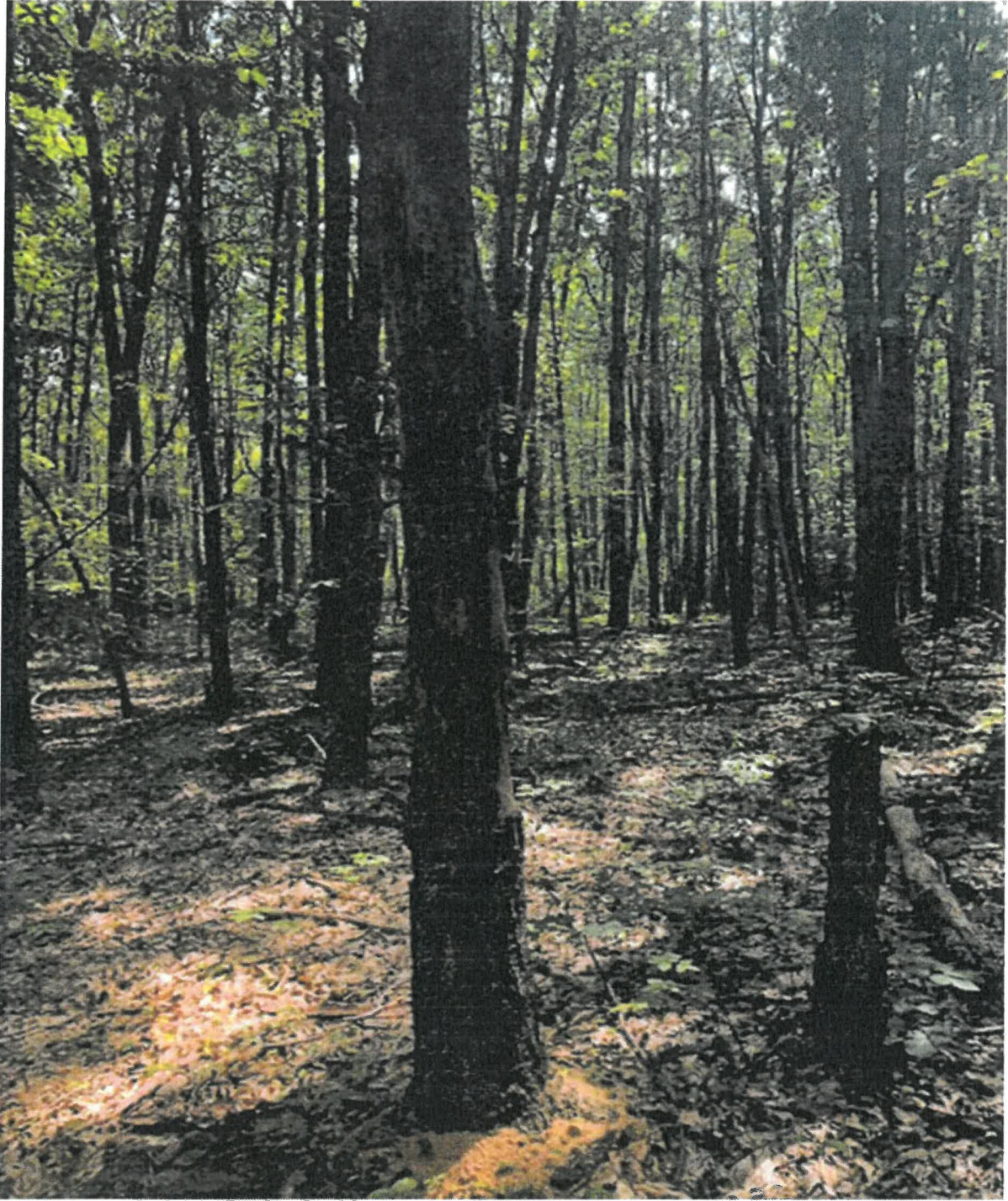


Photolog





1. Representative view of the central upland area on site. Note stonewall in background.



2. Additional view of upland with possible cavity nesting tree for small birds or rodents.





3. Large rock outcrop on site. One of the many located throughout the property.





4. Cavity nesting tree for small rodents or birds.



5. Older deer droppings.



6. Wood frog



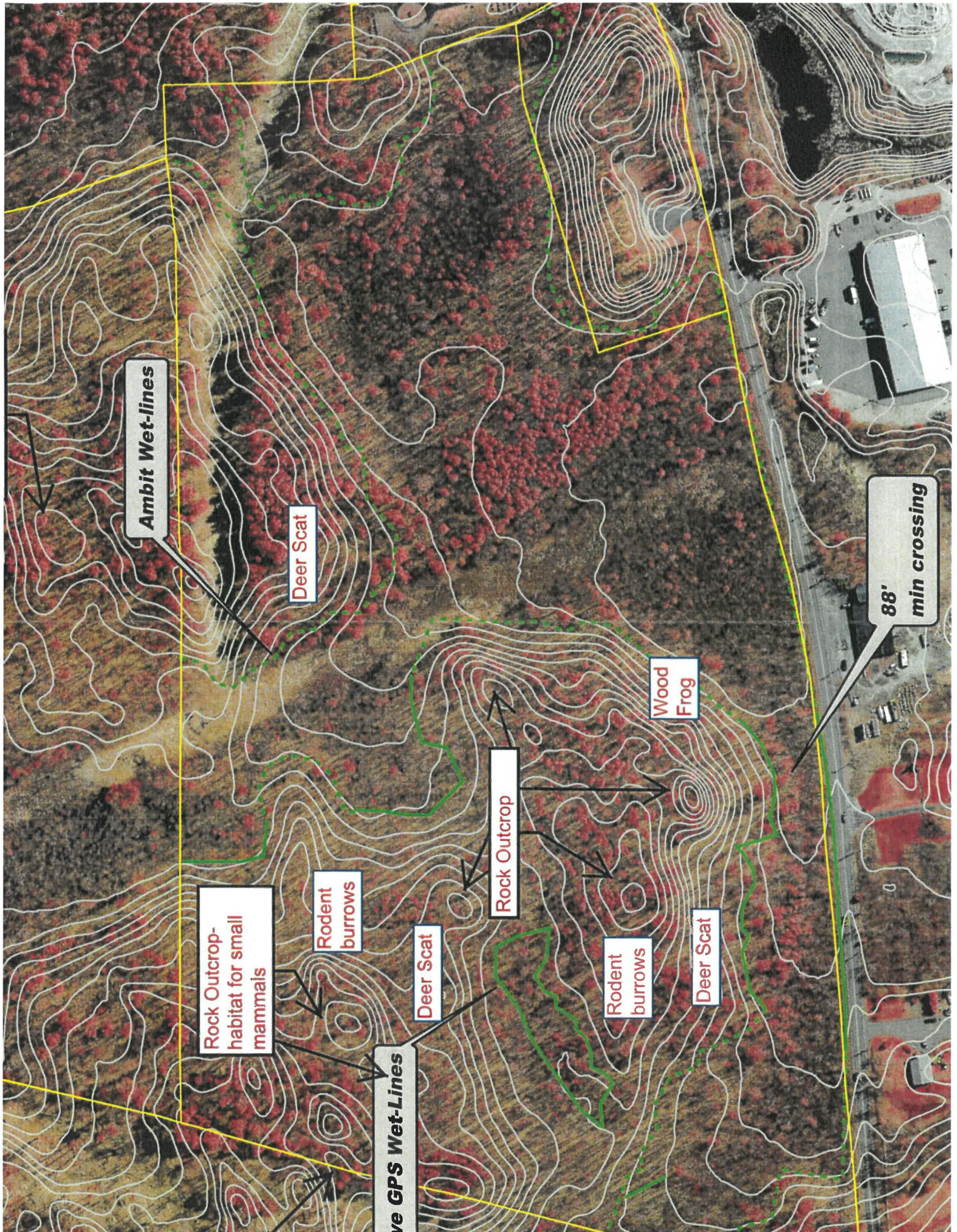
7. Mushroom with chewings on side. Most likely from a mouse or chipmunk.



8. Possible small rodent burrow.



9. Additional photo of older deer droppings



Ambit Wet-lines

Deer Scat

Wood Frog

Rock Outcrop

Rock Outcrop-habitat for small mammals

Rodent burrows

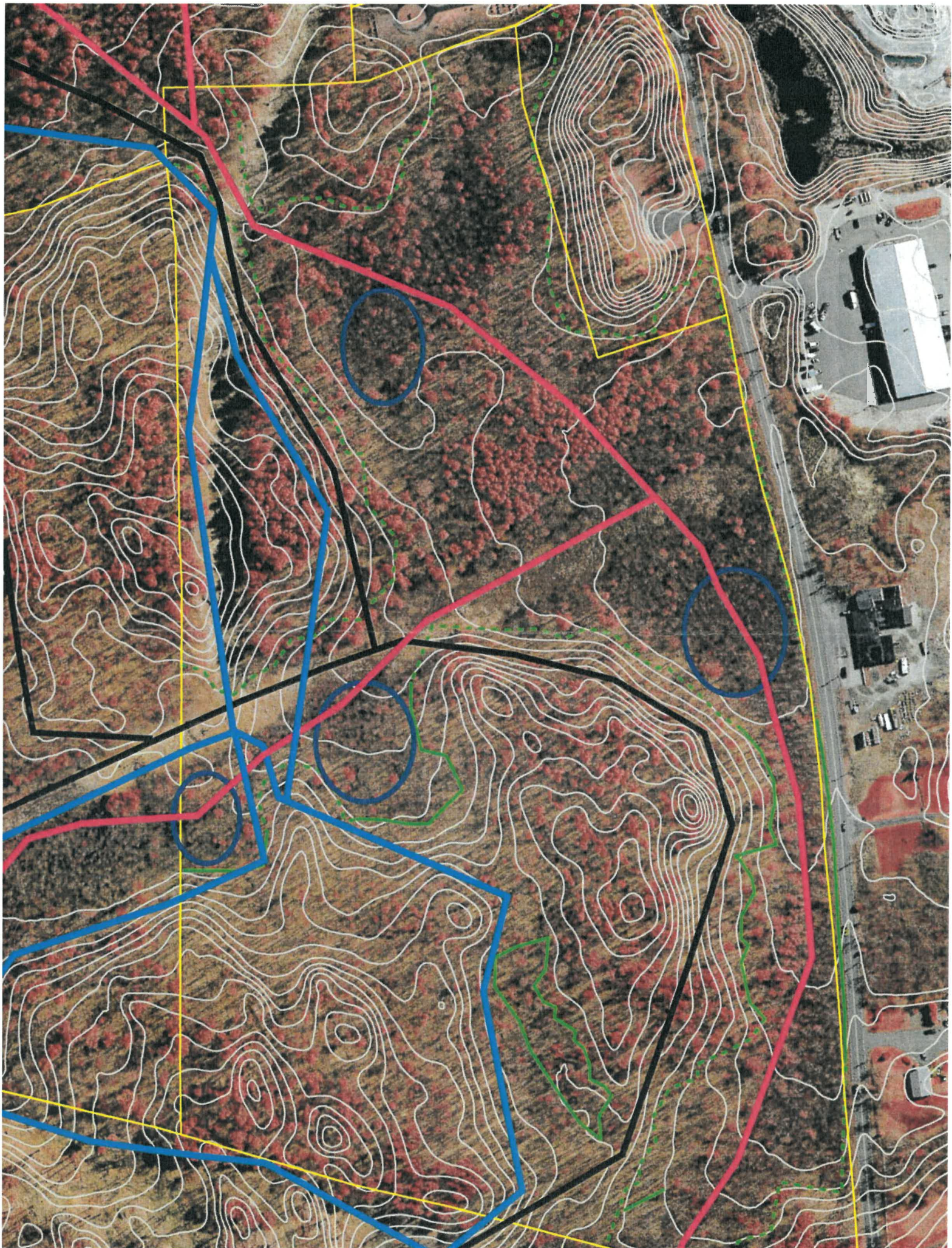
Deer Scat

Rodent burrows

Deer Scat

88' min crossing

GPS Wet-Lines





Civil Engineers
 Structural Engineers
 Traffic Engineers
 Land Surveyors
 Landscape Architects
 Scientists

**Tree Count in Wetland Buffer Impact Areas
 for Previous Design (over 6" DBH)**

Project # 47361.00 - Map 256 Lot 2
 0 Banfield Road Portsmouth, NH

Trees within 0'-25' of Wetland Buffer

Tree	Count
14" Oak	1
18" Oak	1
9" Maple	1
11" Poplar	1
Total Trees	4

Trees within 25'-100' of Wetland Buffer

Tree	Count
6" Oak	1
7" Oak	3
8" Oak	5
9" Oak	5
10" Oak	2
11" Oak	4
12" Oak	7
13" Oak	4
14" Oak	7
15" Oak	6
16" Oak	4
18" Oak	2
23" Oak	1
6" Maple	2
7" Maple	4
8" Maple	4
9" Maple	1
10" Maple	1
6" Beech	1
8" Beech	2
12" Poplar	1
15" Poplar	1
6" White Pine	2
7" White Pine	4
8" White Pine	1
9" White Pine	1
10" White Pine	4
11" White Pine	2
12" White Pine	1
13" White Pine	1
15" White Pine	1
19" White Pine	1
22" White Pine	1
Total Trees	87

Total Trees within Wetland Buffer	91
--	-----------



Civil Engineers
 Structural Engineers
 Traffic Engineers
 Land Surveyors
 Landscape Architects
 Scientists

**Tree Count in Wetland Buffer Impact Areas
 for New Design (over 6" DBH)**

Project # 47361.00 - Map 256 Lot 2
 0 Banfield Road Portsmouth, NH

Trees within 0'-25' of Wetland Buffer

Tree	Count
6" Oak	1
6" Maple	1
8" Maple	1
26" White Pine	1
Total Trees	4

Trees within 25'-100' of Wetland Buffer

Tree	Count
6" Oak	1
7" Oak	2
8" Oak	3
12" Oak	1
13" Oak	1
14" Oak	1
16" Oak	2
18" Oak	1
8" White Pine	1
9" White Pine	2
10" White Pine	2
12" White Pine	2
8" Beech	4
Total Trees	23

Total Trees within Wetland Buffer	27
--	-----------



Civil Engineers
 Structural Engineers
 Traffic Engineers
 Land Surveyors
 Landscape Architects
 Scientists

Memo

To: Peter Britz
 From: Jack McTigue
 Date: November 11, 2019
 Subject: Stormwater Management - Pollutant Removal Efficiency

Peter,

During the October 9th Conservation Commission Meeting, we were asked about the pollutant removal efficiency of the wooded buffer (100' Wetland Buffer) as opposed to the gravel wetland.

There are several items that need be taken into account when using vegetated buffers for stormwater treatment. These include:

- Only areas from single family or duplex residential lots can contribute to the practice
- The developed area has less than 10% lot coverage
- The impervious area is less than 1 acre
- The maximum slope is 15% and uniform
- The soil type (Cannot be wetlands or hydrologic soil group D soils)

This site meets most of the criteria, however there are some steep slopes in the wetland buffer and the roadway would be contributing to the practice.

This being said, the NHDES stormwater manual lists the following removal efficiencies for gravel wetlands, bioretention areas, stormtech underground detention systems and buffers:

	TSS	TN	TP
Gravel Wetlands	95%	85%	65%
Bioretention Areas	90%	65%	65%
Stormtech System #1 (Infiltration)	90%	60%	65%
Stormtech System #2 (Filtering)	90%	65%	65%
Vegetated Buffers	73%	40%	45%

TSS - Total Suspended Solids
 TN - Total Nitrogen
 TP - Total Phosphorous

The NHDES typically limits vegetated buffer treatment to the house lots themselves.



**DECLARATION OF CONDOMINIUM
OF
BANFIELD WOODS CONDOMINIUM, PORTSMOUTH, NEW HAMPSHIRE**

This Declaration is made this ____ day of _____, 2020 by Green & Co. Building & Development Corp., a Massachusetts corporation with a place of business at 11 Lafayette Road, North Hampton, New Hampshire 03862, and its successors or assigns, (“Declarant”) for the purpose of submitting certain property described in this Declaration to condominium usage and to ownership in accordance with the provisions of the Condominium Act, New Hampshire Revised Statutes Annotated, Chapter 356-B, now and as hereafter may be amended. .

**ARTICLE 1
SUBMISSION OF PROPERTY**

The Declarant hereby submits land located in the City of Portsmouth, Rockingham County, New Hampshire, consisting of approximately ___ acres, more or less, situated on the westerly side of Banfield Road, and more particularly described in **Exhibit A** hereto (“Land”), together with the buildings and other improvements heretofore or hereafter constructed thereon, and all easements, rights and appurtenances thereto described in said **Exhibit A**, or as shown on plans of said land, all of which are owned by the Declarant, to the provisions of the Condominium Act, in order to create a plan of condominium ownership in such property containing up to twenty two (22) units, as shown on the following plan; See plan of land entitled, “Condominium Site Plan,” project for “Banfield Woods, Banfield Road, Portsmouth, New Hampshire 03801” prepared by TF Moran, Inc. dated _____ and recorded in the **Rockingham County Registry of Deeds as Plan #D-_____.**

**ARTICLE 2
DEFINITIONS**

As provided in Section 12, I of the Condominium Act capitalized terms not otherwise defined in this Declaration or in the Bylaws attached hereto as Exhibit B, as amended from time to time, shall have the meanings specified in Section 3 of the Condominium Act. The following terms are expressly defined herein:

(a) "Building" means any building constructed on a Unit or on the Limited Common Area assigned to a Unit as permitted herein, which Buildings shall be owned by the Unit Owner of the Unit.

(b) "Bylaws" mean the Bylaws provided for the self-government of the Condominium attached hereto, as amended from time to time.

(c) "Common Area" means all parts of the Property other than the Units, as more fully set forth in Article 5 of this Declaration and in the Site Plans, and includes the Limited Common Area.

(d) "Condominium" means "Banfield Woods Condominium", the condominium established by this Declaration.

(e) "Condominium Act" means Chapter 356-B of the New Hampshire Revised Statutes Annotated, as amended.

(f) "Condominium Plan" or "Plans" or "Plat" means the plan entitled Condominium Site Plan," project for, "Banfield Woods, Banfield Road, Portsmouth, NH 03811," prepared by TF Moran, Inc. **dated _ and recorded in the Rockingham County Registry of Deeds as Plan #D-_____**, and any revisions thereof, recorded in the Registry simultaneously herewith or recorded subsequently pursuant to the Condominium Act, and any updated or amended site or floor plans.

(g) "Limited Common Area" means all those certain portions of the Common Area which are assigned to each Unit, 15 feet on either side of each unit, 30 feet behind each unit and 20 feet in front of each unit, or to the edge of pavement, whichever is less. Such Limited Common Area shall be restricted for use by the owner(s) of each such Unit, as more fully set forth in this Declaration and in the Plans, and additional limited common area as Declarant may determine in the future.

(k) "Majority of the Owners" means the Owners of the Units to which more than fifty one percent (51%) of the votes in the Unit Owners' Association appertain. Any specified percentage of the Owners means the Owners of Units to which the specified percentage of the votes in the Unit Owners' Association appertain.

(l) "Owner" or "Unit Owner" means any Person or Persons who holds or hold fee simple title to a Unit. No mortgagee shall be deemed to be an Owner until such mortgagee has acquired such title pursuant to foreclosure or any procedure in lieu of foreclosure.

(m) "Percentage Interest" or "Undivided Percentage Interest" means the interest of each Unit in the Common Area as set forth in **Exhibit E** of this Declaration and as may be amended hereafter, which may be expressed as a fraction.

(n) "Registry" means the Rockingham County Registry of Deeds, or any then applicable real property recording office.

(o) "Property" means the Land and the buildings and all other improvements heretofore and hereafter constructed thereon, and all easements, rights and appurtenances thereto, and all articles of personal property intended for common use in connection therewith which are submitted to the Condominium by this Declaration, as amended from time to time.

(p) "Rules" means those rules and regulations adopted from time to time by the Association relative to the use of the Condominium, provided they are not in conflict with the condominium Act, the Declaration or the Bylaws, the City of Portsmouth Zoning Ordinance and the conditions on the plat approved by the Planning Board.

(q) "Site Plan" means the plat of the land submitted to the Condominium Act by this Declaration, which plat is being recorded in the Registry simultaneously herewith. Such term shall include, as appropriate, any such plat recorded in the Registry: (i) subsequently pursuant to RSA 356-B: 20, III, and 356-B:21 or any other provisions of the Condominium Act, or (ii) subsequently for the purpose of amending any previously recorded plat, as the case may be.

(r) "Unit" means a unit as defined by the Condominium Act, which is bounded and described (i) as shown on the Condominium Site Plan; (ii) Floor Plan; and (iii) as provided in Article 4, below.

(S) "Unit Owners' Association" or "Association" means all of the Owners acting as a group in accordance with this Declaration and Bylaws.

ARTICLE 3 STATUTORY REQUIREMENTS

The following information is provided pursuant to the provisions of the Condominium Act:

(a) Name: The name of the Condominium is "Banfield Woods Condominium."

(b) Location: The Condominium is located on Banfield Road, City of Portsmouth, Rockingham County, New Hampshire.

ARTICLE 4 DIVISION OF PROPERTY

The property, together with all buildings and improvements thereon, is hereby divided into twenty two (22) separate freehold condominium units, hereinafter referred to as Units #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #16, #17, #18, #19, #20, #21 and #22,. The layout, numerical designation, dimensions and area of each Unit are shown on the Condominium Site Plan.

A. The boundaries of the Units are defined as follows:

The Units shall be Land Units, the vertical boundaries being coextensive with the area identified as such Unit on the Site Plan and the horizontal boundaries being from the center of the earth to the upper edge of the atmosphere and includes the entirety of any building or addition to buildings or improvements to be constructed on the land and includes all rights above the land and any existing building and improvements or any building or improvements constructed within the Land Unit. For the purposes of RSA 356-B, the Condominium Plan shall serve as the Floor Plan for each Land Unit declared herein. In the event a building is constructed within the Land Unit, upon completion of the foundation, a Floor Plan, certified as required by RSA 356-B:20 shall also be recorded, provided the boundary of the Land Unit shall remain the unit boundary.

ARTICLE 5 DESCRIPTION OF COMMON AREAS

Common Areas are set forth on the Condominium Plan Common Areas include, but are not limited to, the following:

SECTION A. All open space, common utilities, walkways, and paths.

SECTION B. All roadways servicing the Condominium and shown on the Plat shall be private and shall be maintained as Common Area by the Association.

ARTICLE 6 DESCRIPTION OF LIMITED COMMON AREA

Limited Common Area (herein "LCA") is defined as a portion of the Common Area which has been reserved for the exclusive use of the specific Unit or Units to which the Limited Common Area is assigned.

Limited Common Area shall be assigned as set forth in these Condominium Instruments. The "Condominium Instruments" is a term collectively referring to the Declaration, the By-Laws, and the Condominium Site Plan, and the building envelopes depicted on the Condominium Site Plan and recorded pursuant to the provisions of the Condominium Act. To the extent there is a conflict within the Condominium Instruments regarding the assignment of the Limited Common Area to a specific Unit, the assignment of Limited Common Area as set forth on the Condominium Plan shall control.

Reassignment of the LCA is expressly permitted if the reassignment complies with the Condominium Instruments and RSA 356-B, as amended. However, LCA may not be reassigned without the express written permission of the Unit Owner(s) who possesses the exclusive use of the LCA. Any reassignment of the LCA must be recorded in the Rockingham Registry of Deeds to be effective.

It is the intention of the Declarant that the following portions of the Common Area shall be exclusively assigned as LCA:

1. The land shown on the Condominium Plan and which includes the septic system serving the appurtenant units and the appurtenant driveways.
2. All piping, wiring, cable, facilities, improvements, utilities, propane tanks, septic tank or other portions of the Common Area contained within any Limited Common Area shall be exclusively assigned to such appurtenant Units, except the piping, duct work or other improvements which serve the condominium as a whole.

SECTION A. Subject to the restrictions, easements, covenants, conditions, and terms set forth in these Condominium Instruments, the Condominium Act, the ordinance of the City of Portsmouth, and any documents of record, the Owner of the Unit which possesses the assignment and exclusive use of Limited Common Area shall be permitted to encroach upon, use and possess the Limited Common Area. The Declarant shall provide for lawn mowing and landscape maintenance, operation and maintenance of the septic systems, driveway plowing, and walkway snow shoveling within the Limited Common Areas and Unit (collectively referred to as "Maintenance"). The Board of Directors shall be responsible for the Maintenance when it takes control of the Association.

The exterior of Units shall be kept in good repair by the Unit Owner and maintained to the aesthetic and repair standards set forth in this Declaration and By-Laws. Failure of a Unit owner to maintain its Unit to such standards shall give cause to the Association to enter the Limited Common Area to effectuate such repairs or maintenance and to invoice the Unit Owner for the expense thereof.

SECTION B. The LCA, including any improvements or developments, shall run with and be appurtenant to the Unit to which it is assigned and shall automatically pass with the title to the Unit whether or not the LCA is expressly conveyed.

ARTICLE 7 ALLOCATION OF UNDIVIDED INTERESTS ("COMMON INTERESTS")

There is hereby allocated to each Unit an undivided interest in the Common Areas as set forth on **Exhibit E** attached hereto and made a part hereof, under the column "Common Interest". Said undivided interest appurtenant to each Unit is herein called the "common interest". The interest appurtenant to each Unit are shown on **Exhibit E**. The common interest appurtenant to each Unit will have a permanent character and shall not be altered without the consent of the owner of each Unit affected thereby. The common interest appurtenant to each Unit will not be separated from said Unit even though not expressly mentioned or described in the conveyance or other instrument. The Common Areas will remain equal and undivided and no right shall exist to partition or divide any part thereof except as may be provided in the New Hampshire Condominium Law.

**ARTICLE 8
PARKING**

Subject to regulation by the Association of Unit Owners (as set forth in the Condominium By-Laws to be recorded with this Declaration as well as Rules and Regulations to be adopted) the Unit owners shall have the exclusive right to park vehicles in the portion of the Limited Common Area associated with his/her Unit as shown on the Plan.

**ARTICLE 9
EASEMENTS**

SECTION A. Each Unit shall have appurtenant thereto non-exclusive easements in the Common Areas designed for such purposes for ingress to, egress from, and utility services for such Unit, and in the other Common Areas for their use according to their respective purposes, subject always to the exclusive or limited use of the Limited Common Areas as herein provided. These non-exclusive easement rights include, but are not limited to, the right to for the purposes of maintenance or repair of same and any Common Area. If any Unit or Common Area encroaches on any other Unit or Common Area, a valid easement for such encroachment and the maintenance and use thereof so long as it continues shall exist;

SECTION B. To the extent permitted by New Hampshire Revised Statutes Annotated Section 356-B:42 II, as amended from time to time or any successor statute, the Association of Unit Owners shall have the irrevocable power as attorney in fact on behalf of all of the Unit Owners and their successors in title to grant easements through the Common Areas and accept easements benefiting the condominium or any portion thereof;

SECTION C. Declarant hereby expressly reserves the right to grant easements to the owners of abutting property, as well as to the City of Portsmouth, private utilities, electric utilities or gas line utilities, telephone utilities or cable utilities, and any other utilities over, under and through the common and Limited Common Areas of the Condominium for whatever use may be made thereof.

**ARTICLE 10
STATEMENT OF PURPOSES, USE, AND RESTRICTIONS.**

The Units, Common Areas, and Limited Common Areas shall be occupied subject to the following rules and restrictions:

SECTION A. The Developer shall have the right to transact any business on the Condominium property necessary to consummate sales of Condominium units; including, but not limited to the right to maintain models, having signs identifying units, maintaining employees in the offices, use of the Common Areas and facilities on the Condominium property, and to show units for sale. All furniture and furnishings and equipment in the model units, signs, and all items pertaining to sales shall not be considered Common Areas and facilities and shall remain the property of the Developer. In the event there are unsold Condominium units, Developer's

right as the owner of said unsold units shall be the same as all other unit owners in the Condominium; and the Developer, as the owner of the Condominium units, shall contribute the common expenses in the same manner as other Condominium unit owners once an Occupancy Permit has been issued and the Developer, as the owner of the Condominium units, shall have a vote in the Association for each unsold Condominium unit.

SECTION B. None of the twenty (22) residential units shall be used for any purpose except residential purposes.

SECTION C. Nothing shall be done or kept in any unit or in the Common Areas or Limited Common Areas, which will increase the rate of insurance in those areas without the prior written consent of the Owners' Association. No owner shall permit anything to be done or kept in his Unit or in the Common Areas or Limited Common Areas which will result in the cancellation of insurance of any unit or any part of the Common Areas or Limited Common Areas, which would be in violation of any law. No waste will be permitted in the Common Areas or the Limited Common Areas.

SECTION D. Units shall be used solely for residential purposes and for uses accessory thereto as may be permitted from time to time by the zoning ordinances of the City of Portsmouth. Notwithstanding the restrictions of this paragraph, the Declarant and its successors in interest may, until all of the residential Units shall have been sold by the Declarant or such successor(s), use unsold Units as models for purposes of promoting the sale or leasing of Units.

SECTION E. DESIGN AND PLAN APPROVAL.

(1) All buildings and structures shall be architecturally designed in keeping with traditional styles as determined by the Declarant. The Declarant, at Declarant's sole discretion, subject to federal, state, and/or municipal approvals, if applicable, reserves the right to approve the plans and specifications of all residences and other structures for as long as the Declarant is the owner of any Unit in the condominium. At such time as the Declarant relinquishes its control to the Association, the responsibility and/or authority for any architectural approvals in accordance with the Declaration and By-Laws shall become the responsibility of the Board of Directors of the Association or any subcommittee of the Association appointed to perform that task. The Declarant reserves the right to turn over responsibility for architectural approvals to the Association at any time prior to its conveyance of the last Unit it owns.

(2) No construction of any kind shall be commenced on any Unit nor shall any exterior addition or change or alteration be made to any structure nor shall utility lines be erected or installed until plans for the foregoing have been approved in writing by the Declarant at Declarant's sole discretion, subject to federal, state, and/or municipal approvals, if applicable. A copy of such plans shall be provided to the Association for its records.

(3) The architectural integrity of the buildings and the Units shall be preserved, and to that end, no awnings, antennas, and no exterior change, addition, structure, projection, decoration or other feature which is visible from the exterior of a Unit, shall be erected or placed upon or attached to the buildings or any Unit, or any part of either, unless previously approved by the

Declarant, at Declarant's sole discretion, subject to federal, state, and/or municipal approvals, if applicable,. This subparagraph, however, shall not restrict the right of the Owner(s) of each Unit to decorate the interiors of the Unit as said Owner(s) may desire;

SECTION F. ARCHITECTURAL FEATURES

(1) Renovations of the Units must be in keeping with the architectural character of the condominium.

(2) Without limiting the generality of the foregoing, all renovations, including the painting, repairing and replacing of exterior doors, door frames, windows, window frames, roofs, siding, porches, decks, entries and other exterior features of the buildings shall be subject to the review and approval of the Board of Directors or its subcommittee established for this purpose prior to commencement of the work.

SECTION G. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit or in any of the Common Areas or Limited Common Areas without the express written permission of the Board of Directors. Pets shall be allowed only with the written permission of the Board of Directors and such permission may be withdrawn should the pets become a nuisance to other unit owners. Owners shall strictly comply with all rules and regulations concerning pets as may be adopted by the Association. No exotic pets are allowed. Pets shall be kept under control of their owners at all times and shall not be allowed to run loose except in the presence and under the control of their owner. The board of directors may make further provisions in the Rules for the control and regulation of household pets on the property. The owner of a unit where a pet is kept or maintained shall be responsible for the maintenance of said pet, and any costs incurred by the association in enforcing the rules prescribed or to be prescribed by the Board of Directors for the control and regulation of pets and each such owner, by electing to keep a pet, shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet. Owner shall comply with all town ordinances related to pets and pet laws.

SECTION H. The Declarant has adopted and the Association Board may amend from time to time detailed rules and regulations for the use and enjoyment of the Common Areas, for avoiding noxious or offensive activity which may disturb the occupants of any Unit, and for the occupants of any Unit, and for the general governing of the Condominium, consistent with, and not in conflict with, this Declaration and the Bylaws. All Owners and their tenants, guests and licensees will strictly comply with said rules and regulations.

SECTION I. Units may be rented. All rental agreements shall be documented by a written lease for a term of not less than six (6) months. The lease shall be subject to the Declaration, Bylaws and Rules and Regulations of the Condominium.

SECTION J. The Declarant shall be responsible for arranging stormwater and drainage system monitoring and maintenance, septic system monitoring and maintenance, wetland buffer monitoring, snow removal and lawn mowing within the Common Areas and Limited Common Areas as a Common Expense.

SECTION K. Declarant reserves the right to make use of unsold Units as may facilitate the completion, construction or sale of the Condominium, including the right to enter all Units, and Limited Common Areas, upon reasonable notice to the Owner thereof, or Common Areas for construction purposes. Declarant reserves the right to store materials, to maintain a sales office or a rental office in any unsold Units, to show such Units for sale or lease, and to display appropriate signs, at Declarant's sole discretion, in conjunction therewith, on unsold buildings or building envelopes, and has the right to implement any other marketing signage anywhere in the entire development.

SECTION L. SIGNS. No sign of any kind, towels, blankets or laundry of any kind, shall be displayed to the public view on or from any unit without the prior written consent of the Board of Directors. No commercial or advertising signs of any kind shall be erected, placed, permitted or maintained on any common area or limited common area or improvement except such signs as may be approved by the Association for the operation of the condominium or for the sale of Units within the condominium. Declarant shall be permitted, at Declarant's sole discretion, to place signs advertising the sale or lease of units, along with development signage, entrance way signage, directional and temporary signage. Display of the United States Flag shall be regulated by RSA 356-B:47-a and rules and regulations adopted thereunder by the Owners' Association and any applicable Zoning and Planning Regulations of the City of Portsmouth.

SECTION M. MOBILE HOMES AND TEMPORARY STRUCTURES. Mobile homes or structures of any kind or character, whether temporary or otherwise, shall not be permitted on any common area or limited common area. However, Declarant, at Declarant's sole discretion, may maintain a trailer for development purposes.

SECTION N. NO VEHICLE STORAGE. No commercial vehicles, pleasure or commercial boats or vessels of any kind, motor homes, campers, trailers, school buses, all-terrain vehicles, off road vehicles or snow mobiles shall be used in the condominium nor shall they be stored within the common area or limited common area, including, but not limited to parking areas and trails. Golf carts may be allowed on the premises subject to the approval of the Declarant, at Declarant's sole discretion, and subject to the approval of the Association after the Declarant relinquishes control. None of the above referenced vehicles may be kept on the premises except out of sight of the roadway, behind the structure or properly screened from the roadway and abutters or if the same be kept stored in a garage or outbuilding conforming to these covenants. Unregistered or uninspected automobiles or automobiles being repaired, refinished, restored or otherwise brought onto the premises for a period of more than seven (7) days shall be stored in a garage or other enclosed structure.

SECTION O. TREE REMOVAL. Only the Declarant shall be permitted to cut trees on the property. No unit owner shall be permitted to cut any tree(s) without the express written permission of the Declarant. All clearing shall comply with the City of Portsmouth's land use regulations and ordinances.

SECTION P. No noxious or offensive activities shall be carried on in any unit or in the Common Areas or Limited Common Areas, nor shall anything be done therein which may become an annoyance or nuisance to the other unit owners.

SECTION Q. There shall be no violation of the rules of the use of the units, Common Area, or Limited Common Area as adopted by the Owners' Association and furnished in writing to the owners. The Declarant, until such time as the Owners' Association is formed, and thereafter the Owners' Association are authorized to adopt such rules.

SECTION R. Insofar as may be necessary, the Developer and persons that they may select shall have the right of ingress and egress over, upon, and across the Common Area and Limited Common Area and the right to store materials thereon and to make such other use thereof as may be reasonable, necessary, and incidental to construction and complete development and sale of the project, but the Declarant and the persons to whom he has granted this permission shall not unduly interfere with the unit owners or persons living in the units and their rights to use the Common Area and Limited Common Area and facilities.

SECTION S. No unit owner shall paint or otherwise decorate or change the appearance or the type of exterior siding of any portion of the exterior of his/her unit.

SECTION T. No unit owner shall make any alterations to his/her unit; provided, however, any unit owner shall have the right to make interior decorating improvements or any interior changes which do not affect any facilities, which are shared with the other units.

SECTION U. ADDITIONAL PROVISIONS.

The following are prohibited:

- (1) Clotheslines;
- (2) Above ground swimming pools;
- (3) Antennas or satellite dishes with diameters larger than 24 inches;
- (4) Additions or outbuildings or appurtenances unless prior approval has been obtained;
- (5) Any basketball hoops, soccer nets or other personal property in the right-of-way;

SECTION V. OPEN SPACE USE LIMITATIONS. The Declarant on behalf of itself and its successors in interest covenants that "Open Space" as depicted on the Condominium Site Plan, is and shall forever be and remain subject to the following restrictions, which covenants and restrictions shall bind the Declarant, its successors in interest, and the Owner of each Unit:

(a) The purpose of the Open Space after completion of the proposed improvements depicted on the Condominium Site Plan is to retain the area in its scenic and open space;

(c) It shall be maintained in perpetuity as open space.

(f) Upon completion of the proposed improvements, no filling or excavation of soil or other alteration of topography or cutting or removal of standing trees shall be allowed, except those that present an imminent threat to person or property. In addition, trees may be removed in accordance with accepted silvicultural forest practices as outlined in the publication entitled Good Forestry Practices in the Granite State by the Society for the Protection of NH Forests. No disturbance of other natural features shall be allowed unless such activities are commonly necessary to maintain the existing natural environment of the open space.

(g) There shall be no dumping or depositing of trash, debris, stumps, yard waste, hazardous fluid or materials, vehicle bodies or parts within the Open Space.

(h) No discharge of firearms or shooting with a bow and arrow or trapping of animals shall be permitted upon the Open Space in violation of RSA 207:3-a, as amended.

(i) The "Open Space" comprises a portion of the Common Area of the Condominium. As such, maintenance, if any, in the Open Space will be performed pursuant to the other provisions of this Declaration and the Bylaws. Costs for the maintenance, monitoring and annual reporting of the Open Space will be treated as a Common Expense and paid by the Unit Owners in accordance with the provisions of this Declaration.

(j) Such reasonable rules and regulations as may from time to time be promulgated by the Condominium Association for "open space recreational uses."

(m) Acceptance of any deed for any Unit within the condominium constitutes acknowledgment by the purchaser of the existence of these restrictions and agreement to be bound by it and that said purchaser will not take any action which might violate any provision hereof.

SECTION W. PERMITTED USES OF OPEN SPACE

(a) The Declarant, its successors or assigns, reserve the right to perform cutting, grading, planting and seeding on the common area or limited common area for construction and to install and maintain drainage structures as needed in the development of the condominium.

(b) The Declarant, its successors or assigns, reserve the right to grant utility easements on the common area or limited common area to install and maintain utilities as needed in the development of the condominium.

(c) Dead, diseased, unsafe or fallen trees, saplings, shrubs and ground cover may be removed by the Declarant, its successors or assigns.

SECTION Y. STORMWATER MANAGEMENT, WETLANDS

(a) The Association will monitor and maintain the storm water systems contained in the Condominium.

(b) The Association will be responsible for and shall monitor and maintain the septic systems within the Association according to acceptable Best Practices for septic system maintenance and care.

(c) The Declarant will mark the wetland buffer by affixing Conservation/Buffer medallions on the trees at the perimeter of the wetland buffer to make all Condominium Owners and Guest aware of the wetland buffer. The wetland buffer is governed by Article 10 of the Portsmouth Zoning Ordinance and more specifically Article 10.1014.20, titled "Wetland Buffers. The purpose of a wetland buffer is to reduce erosion and sedimentation into the adjacent wetland, vernal pool or water body, to aid in the control of nonpoint source pollution, to provide a vegetative cover for filtration of runoff, to protect wildlife habitat, and to help preserve ecological balance.

ARTICLE 11 ENFORCEMENT OF RESTRICTIONS

If any person or entity shall violate or attempt to violate any of the rules or restrictions set forth in this Declaration, in the By-Laws or in any rules or regulations adopted by the Association of Unit Owners, the Association may commence legal action against said person or entity or against the owner(s) of any Units within which such violation are occurring, either to prevent or abate such violation, or to recover damages caused by such violation or both. In the event of a successful prosecution, the Association of Unit Owners will be entitled to receive its costs, including reasonable attorney's fees, as part of its judgment against the defendant.

If the Association of Unit Owners shall fail to enforce this or any one or more of the covenants set forth in this Declaration or any rule contained in the By-Laws or any rules of the Association of Unit Owners after receiving written request to do so from any Unit Owner within the condominium, then any such Unit Owner may attempt to enforce said requirements by giving ten (10) days' prior written notice to the person violating them, followed by legal proceedings either to enjoin the violation or to recover damages or other compensation, including reasonable collection costs and attorney's fees if the court deems it appropriate under the circumstances.

Notwithstanding anything in this Declaration or in the By-Laws to the contrary, no Unit Owner shall be liable for any violations except such as occur during his or her Unit ownership.

ARTICLE 12 INSURANCE

1. Insurance Required. Pursuant to Section 43 of the Condominium Act, the Board of Directors shall obtain (i) a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the common structures within the Condominium; (ii) a master liability policy covering the Association, the Board, the Manager and agents or employees of the foregoing with respect to the Condominium, and all Owners and other persons entitled to occupy any portion of the Condominium; and (iii) such other policies as specified hereinbelow; which insurance shall be governed by the following provisions to the extent obtainable or possible:

(a) Fire insurance with standard extended coverage endorsement, vandalism and malicious mischief endorsements insuring all the common buildings in the Condominium including without limitation all portions of the interior of such buildings are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, interior walls, all finished wall surfaces, ceiling and floor surfaces including any wall to wall floor coverings, bathroom and kitchen cabinets and heating and lighting fixtures, except for improvements which exceed a total value of One Thousand Dollars (\$1,000.00) and are not reported to the insurer, such insurance to be in an amount at least equal to the replacement value of the buildings and to be payable to the board as trustee for the Owners and their mortgagees as their respective interests may appear.

(b) Public liability insurance in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Section I (ii) above, against any liability to anyone, and with cross liability coverage with respect to liability claims of anyone insured thereunder against any other insured thereunder. The insurance, however, shall not insure against individual liability for negligence occurring within a Unit or within the Limited Common Area to which a Unit has exclusive use.

c) Workmen's compensation insurance as required by law.

d) Such other insurance as the Board may determine.

2. General Insurance Provisions.

(a) The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims under insurance policies provided for under Paragraph 1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy provided for under Paragraph 1 (a) above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such Paragraph.

(b) The Board shall be required to make every effort to see that all policies of physical damage insurance provide for under Paragraph 1 above : (i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees and agents, members of the Board, the Manager, Owners and members of the family of any Owner who reside with said Owner, except in cases of arson and fraud; (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has “no control”; (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, have no control; (iv) shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of Units in the Condominium; (v) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; (vi) shall exclude policies obtained by individual Owners for consideration under any “no other insurance” clause; and (vii) shall provide that until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee’s insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees or household members, nor canceled for non-payment of premiums.

3. Individual Policies. All Owners shall obtain, at his own expense, insurance insuring his own unit and all buildings thereon and insurance against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like.

(a) Each Owner shall obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to paragraph 1(a) above, and each Owner hereby assigns to the Board the proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

(b) Each Owner shall obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit or Limited Common Area, any floor coverings, appliances and other personal property not covered in the master policy, and any insurance deductible that the unit may be assessed and all improvements.

(c) Each Owner, prior to commencement of construction of such improvements, shall notify the Board of all improvements to his Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00).

(d) Each Owner shall obtain liability insurance with respect to his ownership and/or use of his Unit.

4. Notice to Unit Owners. When any policy of insurance has been obtained on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein

or termination thereof shall be promptly furnished to each Unit Owner by the Secretary of the Association. Such notice shall be sent by U.S. Mail, return receipt requested, to all Unit Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary; or such notice may be hand delivered by the Secretary or Manager obtains a receipt of acceptance of such notice from the Unit Owner.

ARTICLE 13 CONDEMNATION

If part of the project shall be taken or condemned by any authority having the power of eminent domain such that no Unit or any part thereof is taken, then all compensation and damages for on account of the taking or the common elements, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the President of the Association as Trustee for all Unit Owners and Mortgagees according to the loss or damage to their respective interests in such common elements. The Association shall have the right to act on behalf of the Unit Owners with respect to all issues related to the taking and compensation affecting the common elements. Such proceeds shall, subject to the prior rights of such mortgagees, become a part of the reserve funds of the Association.

If any Unit or a part thereof is taken, the Unit Owners directly affected by such taking and their respective mortgagees shall represent and negotiate for themselves with respect to the damages affecting their respective Units. The awards so made shall, subject to the prior rights of mortgagees, be used and distributed by the Trustee first to restore the Units on the remaining land of the project in the same manner as provided for restoration under Section 13 hereof to the extent possible, attempting to rebuild the building, containing new units of the same number, size and basic plan as the units taken, with any excess award distributed in accordance with the provisions of this section.

ARTICLE 14 REVIEW OF INSURANCE

The Association will review not less frequently than annually the adequacy of its insurance program and will, if requested by Unit Owners report to each Unit Owner in writing the Association's conclusions and actions taken, from time to time. Such review shall include an appraisal of all improvements to the project by a representative of the insurance carrier writing the Master Policy. Also, the Association shall provide each Unit Owner with notices describing each new policy of insurance and all amendments and terminations thereof, as and when occurring, in the same manner as it provides notices of Association meetings as set forth in the By-Laws, all as required by New Hampshire Revised Statutes Annotated, Section 356-B:43 II, or any successor statute.

ARTICLE 15 AMENDMENTS TO THE CONDOMINIUM AND TERMINATION

This Declaration, the By-Laws, the Floor Plan, the Condominium Plan or any other condominium instruments (as defined by New Hampshire Revised Statutes Annotated Chapter

356-B) may be amended from time to time, or this condominium may be terminated, only in strict compliance with New Hampshire Revised Statutes Annotated Section 356-B:34, as amended from time to time, or any successor statute. In no event shall such amendments be made without the consent of at least 2/3 of the Unit Owners.

ARTICLE 16 DEFINITIONS

All terms and expressions used in this Declaration which are defined in New Hampshire Revised Statutes Annotated Chapter 356-B shall have the same meanings here unless the context otherwise requires.

ARTICLE 17 PARTIAL INVALIDITY

The invalidity of any provision of this Declaration shall not impair or affect the validity of the remainder of this Declaration and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

ARTICLE 18 MORTGAGES

1. Notice to Board. An Owner who mortgages his Condominium Unit shall notify the Board of the name and address of his mortgagee, and shall file a conformed copy of the mortgage with the Board. The Board shall maintain suitable records pertaining to such mortgages.

2. Notice of Action. Upon written request to the Unit Owners' Association, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any such Eligible Mortgage Holder or Eligible Insurer or Guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage holder or Eligible Insurer or Guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of 60 days.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association;

(d) Any proposed action which the Declaration, these Bylaws or the Condominium Act, requires the consent of a specified percentage of mortgage holders.

3. Notice of Default. The Board shall give written notice to an owner of any default by the Owner in the performance of any obligations under the Act, Declaration or Bylaws and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these Bylaws except after ten (10) days written notice to the holder of the first mortgage on the Unit which is the subject matter of such suit or proceeding.

4. Notice of Damage. The Board of Directors shall notify (i) the mortgagee of a Unit whenever damage to the Unit covered by the mortgage exceeds One Thousand Dollars (\$1,000.00) and the Board is made aware of such damage; and (ii) all the mortgagees whenever damage to the Common Area exceeds Ten Thousand Dollars (\$10,000.00).

5. Examination of Books. Each Owner and each mortgagee shall be permitted to examine the books on account of the Condominium at reasonable times, on business days, but, with respect to Owners, not more often than once a month.

DECLARATION OF THE BANFIELD WOODS CONDOMINIUM EXECUTED as of the day and year first above written.

GREEN & CO BUILDING AND DEVELOPMENT CO, INC.

Witness

By: _____
Richard W. Green, President
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

This instrument was acknowledged before me on _____, 2020, by Richard W. Green, President of Green & Co Building and Development Co. Inc.

Notary Public
Printed Name: _____
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

EXHIBIT C

CONVERTIBLE LAND

EXHIBIT D

EXHIBIT E
COMMON INTEREST

<u>Unit No.</u>	<u>Common Interest</u>
1	1/22
2	1/22
3	1/22
4	1/22
5	1/22
6	1/22
7	1/22
8	1/22
9	1/22
10	1/22
11	1/22
12	1/22
13	1/22
14	1/22
15	1/22
16	1/22
17	1/22
18	1/22
19	1/22
20	1/22
21	1/22
22	1/22

**BYLAWS
OF
BANFIELD WOODS CONDOMINIUM OWNERS ASSOCIATION**

1. PURPOSE AND DEFINITIONS

Purpose. The administration of Banfield Woods Condominium (the “Condominium”) shall be governed by these By-Laws which are annexed to the Declaration of Banfield Woods Condominium (the “Declaration”) and are made a part thereof.

Definitions. Certain of the terms used in these By-Laws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning therefor.

Applicability of By-Laws. The provisions of these By-Laws are applicable to all of the property which now constitutes or hereafter may be added to the Condominium, and to the use and occupancy thereof.

2. MEMBERS AND MEETINGS

A. Members and Voting Rights. Each unit owner and the Declarant, until such time as all of the Declarant’s development rights have expired or been terminated (each an “Owner” and collectively the “Owners”) shall be a member of Banfield Woods Condominium Owner’s Association. The membership of the Association shall consist of all of the Owners. The Owner of each Unit shall be entitled to one (1) vote.

B. Transfer of Membership. Membership in the Association may be transferred only as an incident to the transfer of title to a Unit and shall become effective upon recordation of a deed of conveyance to the said Unit.

C. Annual Meeting. The annual meeting of the members shall be held on the second Monday of March, for the purpose of electing officers and for the transaction of such other business as may come before the meeting.

D. Regular Meetings. Regular meetings of the Board of Directors shall be held in accordance with the provisions of RSA 356-B: 37-c at such time and place as shall be determined, from time to time, by a majority of the directors, but at least quarterly meetings shall be held during each twelve month period after the annual meeting of the Unit Owners’ Association. Notice of regular meetings of the Board of Directors shall be posted to the community and given to each director, personally or by mail, e-mail, telephone or telegraph, at least five (5) business days prior to the day named for such meeting, except that no notice shall be required for a regular meeting held immediately after, and at the same place as the annual meeting of the Association. Directors may attend vote and participate at meetings by telephone or E-Mail pursuant to RSA 356-B:37-b. Pursuant to RSA 356-B:37-c (II) at least once per

quarter the Board shall hold open regular meeting to afford owners an opportunity to comment on any matter affecting the Association. Notice of the meeting and any materials distributed to the Board shall be available to the owner pursuant to RSA 356-B:37 (c) (III) and (IV).

E. Special Meetings. Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, these By-Laws, or the Condominium Act, (the "Act"), require the approval of the Owners, or for any other reasonable purposes. Special meetings shall be called by the President upon at least three (3) days written notice prior to the date of the meeting.

F. Contents of Notice. Pursuant to RSA 356-B:37 (I) and 356-B:37-a, it shall be the duty of the clerk or secretary, to send to all owners of record, at least twenty-one (21) days in advance of any meeting notice of any meeting. Said Notice shall state the time, place and purpose of the meeting and shall be sent to the unit owners at the addresses on file with the Association. The clerk or secretary shall attest that the notice was sent to the list of owners attached to the affidavit at the addresses on file with the association in the manner conforming with RSA 356-B: 37-a. Any such notice shall be deemed waived by any Owner who expressly waives the same in writing or who is present in person or by proxy at any such meeting.

G. Quorum. The presence in person or by proxy at the commencement of any meeting of the Association of Unit Owners of two thirds of the Unit Owners shall constitute a quorum at all meetings of the Unit Owners. In determining a quorum, the term "all Unit Owners" in this paragraph will not include Units the title of which is held by the Association. Pursuant to RSA 356-B: 38 (III) if a quorum is not met for an annual meeting, the board shall reschedule the meeting within sixty days and provide proper notice and proxies.

H. (1). Number of Directors and Initial Selection of Board. The Board of Directors shall be composed of three (3) persons. Until the election of the Board of Directors takes place at the first annual meeting of the Unit Owners' Association, the Board of Directors shall consist of such persons as shall have been designated by the Declarant. Thereafter, anything in these Bylaws to the contrary notwithstanding, until seven (7) years after the date of recordation of this Declaration, or until ninety percent (90%) of the Units have been conveyed by the Declarant, whichever occurs later, the members of the Board of Directors shall be selected and designated by the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as may be so selected and designated by it, and to select and designate their successors. The Declarant may relinquish its rights hereunder at any prior time. Directors shall consist only of Owners or spouses of Owners, or, where a Person which is an Owner is not a natural person, any natural person having authority to execute deeds in behalf of such person.

(2). Election and Term of Office. The initial Board of Directors shall be elected to staggered terms of one, two and three years. Thereafter, each Director shall serve a three (3) year term and one Director shall be elected at every annual meeting. At the expiration of the initial term of office of each director, his successor shall serve a term of three (3) years and each director shall hold office until his successor has been appointed or elected as appropriate.

I. Voting and Minutes. At any meeting of the Association, the Owners shall be entitled to cast their votes for each condominium unit owned as provided in the Declaration. The

majority vote of all Unit Owners shall be required to adopt decisions at any meeting of the Association. Any Owner may attend and vote at such meeting in person or by proxy. The provisions of the Condominium Act shall govern all votes (including proxy votes and the votes of units owned by more than one person) at meetings of the Association. Pursuant to RSA 356-B: 37 (VI) the Board of Directors shall make copies of the minutes of all meetings available to the unit owners within 60 days of the date of the meeting or 15 days of the date the minutes are approved by the Board whichever occurs first. The association may opt to provide the minutes electronically or post them on the association website in which case the owners shall be informed of the web address.

J. Budget Ratification. Pursuant to RSA 356-B:40-c (I) the board of directors shall annually adopt a budget for the unit owners' association for consideration by the unit owners at a meeting. The board of directors shall, within 30 days of adoption of the proposed budget, provide the owners a summary of the budget, including any reserves and a statement of the basis on which any reserves are calculated and funded. The board of directors shall set a date not less than 10 days or more than 60 days after providing the budget summary to consider the ratification of the budget. Unless at that meeting, 2/3 of all unit owners reject the budget the budget is ratified whether or not a quorum is present. If no budget is proposed or the proposed budget is rejected, the last budget ratified by the owners shall be in effect until a new budget is ratified by the owners. Pursuant to RSA 356-B:40-c (II) the board of directors at any time may propose a special assessment which shall be ratified by the owners. The assessment shall be in accordance with the provisions of RSA 356-B:40-c (III).

3. POWERS

Powers and Duties. The Association shall have all of the powers and responsibilities assigned by the New Hampshire Condominium Act, RSA 356-B, as amended from time to time or any successor statute. Without limiting the generality of the preceding sentence, the Association will have all of the powers and duties necessary for the administration of the affairs of the condominium. Said powers and duties shall include, but not be limited to, the following:

- A. Operation, care, upkeep and maintenance of the common areas;
- B. The employment, dismissal and replacement of agents and employees to facilitate the operation, care, upkeep and maintenance of the common areas;
- C. To make or cause to be made additional improvements on and as part of the common areas (subject to Article VII, Section 2 below);
- D. To acquire, hold, manage, convey and encumber title to real property (including but not limited to condominium Units conveyed to or acquired by the Association) in the name of and on behalf of the Association;
- E. To grant easements through the common areas and to accept easements benefitting the condominium or any portion thereof;

F. The assessment and collection of the common expenses from the Unit Owners, and the enforcement of liens to secure unpaid assessments, pursuant to RSA Section 356-B:46, as amended from time to time, or any successor statute;

G. The adoption and amendment of rules and regulations covering the details of the operation and use of the condominium, the common areas or any portion thereof;

H. Opening of bank accounts on behalf of the Association and designating the signatories required for such accounts;

I. Obtaining and administering insurance for the condominium as set forth in the Declaration;

J. Repairing, restoring or replacing common areas after damage or destruction, 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 condominium or the enforcement of these By-Laws;

L. The assessment of costs or damages against any Unit Owner whose actions have proximately caused damages to the common areas;

M. Payment of any amount necessary to discharge any lien or encumbrance levied against the entire condominium or any part thereof which may in the opinion of the Association constitute a lien against the condominium or against the common areas, rather than merely against the interests of particular Unit 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. All other powers granted by the Declaration or these By-Laws, permitted by law or enjoyed by associations of this kind.

4. OFFICERS

A. Officers. The officers of the Association shall be a president, a treasurer and a secretary, all of whom shall be appointed by the Unit Owners. Such other officers and assistant officers as may be deemed necessary may be appointed by the Association. Any two or more offices may be held by the same person. Pursuant to RSA 356-B:35 (II), the board of directors/officers shall have a fiduciary relationship to members of the unit owners' association.

B. Appointment and Term of Office. The officers of the Association shall be appointed at the annual meeting. If the appointment of officers shall not be made at such meeting, such appointment shall be made as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly appointed and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

C. Removal. Any officer or agent may be removed by the Association whenever, in its judgment, the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an officer or agent shall not in and of itself create contract rights. Removal of officers or directors shall be by a vote held in accordance with RSA 356-B: 40-b.

D. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Association for the unexpired portion of the term.

E. President. The president shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the unit owners at meetings of the Association. He may sign with the secretary or with any other proper officer of the Association, deeds, mortgages, bonds, contracts, or other instruments which the Association has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Association or by these bylaws to some other officer or agent of the Association, or which is required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Association from time to time.

F. The Secretary. The secretary shall: (a) keep the minutes of the proceedings of the annual meeting in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the Unit Owner records of the Association; (d) keep a register of the post office address of each Unit Owner which shall be furnished to the secretary by such Unit Owner; (e) have general charge of the books of the Association; and (f) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Association.

G. The Treasurer. The treasurer if any is appointed and, if none, then the president shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for monies due and payable to the Association from any source whatsoever and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as may be authorized by the Association; (c) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Association.

H. Execution of Instruments. All checks, drafts, notes, deeds, acceptances, conveyances, contracts or other instruments shall be signed on behalf of the Association by such person or persons as shall be provided authority by general or special resolution of the Association or, in the absence of any such resolution applicable to such instrument, by the President and by the Treasurer.

5. 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, the Declaration and by the New Hampshire Condominium Act to the Association of Unit Owners, and the Officers until such time as it turns over said powers and responsibilities to the Unit Owners. Said transfer of said powers and responsibilities shall in no event occur later than the first to occur of (1) the time at which the Declarants have completed the passing of title to third party purchasers of Units to which are assigned a total of 90% of the undivided interest in the common areas, or (2) the expiration of seven (7) years from the date of the incorporation of the Association. No contract binding the Association of Unit Owners, or the Unit 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 Unit Owners of a majority of the Units in the Association of Unit Owners.

6. COMMON EXPENSES

A. Common Expenses. The Owner of each Unit shall be liable for and shall pay as and when assessed a share of common expenses in proportion to his or her common interest. Common expenses will 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 condominium, 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 Unit and the common interest appurtenant thereto or the personal property or any other interest of a Unit Owner) assessments, insurance, liability for loss or damage arising out of or in connection with the common areas or any fire, accident or nuisance thereon, the cost of repair, reinstatement, rebuilding and replacement of facilities in the common areas, wages, accounting and legal fees, management fees and all other necessary expenses of upkeep, maintenance, management and operation incurred on or for the common areas. The common expenses may also include such amount as the Association may deem proper to make up any deficit in the reserve. Common expenses will also include all common expense assessments against all Units, title to which is held by the Association.

B. Capital Improvements. Whenever in the judgment of the Association the common areas should be improved by new construction, any such new or replacement construction may be made by the Association only after obtaining approval of all Units. If such approval is so obtained, the cost thereof shall constitute a part of the common expenses.

C. Reserves. 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, against anticipated future outlays for operations or for maintenance or replacement of facilities within the common areas or equipment or other property held by the Association in connection with the condominium. The size of any such reserve shall be reviewed at each annual meeting of the Association. The funds will be deposited in a responsible bank and may be intermingled with the Association's general operating account, or segregated in a separate account, in the Association's discretion.

Any such reserve may be used at the discretion of the Association to meet any deficiencies in operating funds from time to time resulting from higher than expected operating expenses and maintenance costs, or any delinquency by any Unit Owner or Owners in the payment of assessment for common expenses. Said reserve shall not operate to exempt any Owner from liability to contribute his or her proportionate share of such expenses or to pay any such assessments thereof and any funds withdrawn from said reserve for the purpose of making up any delinquency shall be reimbursed upon the payment of such delinquent assessments. The proportionate interest of each Owner in said reserve shall not be withdrawn or assigned separately but shall be deemed to be transferred with each Unit even though not mentioned or described expressly in the instrument of transfer.

D. Expenses for Limited Common Areas. Common expenses relating to the limited common areas shall be charged in accordance with Article 6, Section A of the Declaration.

i. Maintenance and Repair. The Board of Directors shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case such expenses shall be charged to such Owner) of all Limited Common Area, whether located inside or outside of the Units, the costs of which shall be charged to all Owners as a Common Expense except the cost of repairing and replacing Limited Common Area shall be assessed to the units assigned such Limited Common Area.

E. Books. The Association will maintain books of account for common expenses for the common areas, general operating reserves and replacement reserves, in accordance with generally recognized accounting practices, and will have such books of account available for inspection by each Owner or his authorized representative at reasonable business hours. 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.

F. Enforcement. The Association of Unit Owners shall have a lien on every Unit for unpaid assessments of common expenses levied against the Unit, which may be applicable to said Unit, in accordance with the provisions of the New Hampshire Condominium Act. Reference is made to RSA Section 356-B:46, as amended from time to time, and any successor statute, describing the enforcement of the Association's lien rights.

G. Delinquent Assessments. In the event an assessment is not paid within thirty (30) days of the date it is due and payable, the Association, through its Board of Directors, may proceed to enforce and collect the said assessment, with interest at the maximum lawful rate of eighteen percent (18%) per annum, whichever is greater, against the unit Owner owing the same in the manner set forth in RSA 356-B:46. Each delinquent unit Owner shall be responsible for attorney's fees, interest and costs incurred by the Association incident to the collection of such delinquent assessments or enforcement of any lien held by the Association for unpaid assessments.

H. Assessments. The Association shall determine the amounts and frequency of assessments for common expenses. In determining the amount, the Association shall in its discretion set a figure for a reasonable prospective period (up to one year) sufficient to accumulate and pay when due the anticipated common expenses for that period. In determining the frequency of the payments, the Association has full discretion to levy the assessments on a quarterly basis or as otherwise determined by the Association. If at the end of any assessment period it is determined that the assessments were estimated too low, the deficiency may be forthwith assessed by the Association and paid by the Unit Owners as a special assessment or assessments.

I. Expense to Unit Owner. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and any one causing such damage shall pay the expense incurred by the Association in repairing same.

8. GENERAL PROVISIONS

A. Violations. In the event of a violation other than non-payment violation of the Declaration, these By-Laws, or the applicable portions of the Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of such breach, and if such violation shall continue for a period of thirty (30) days from the date of this notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, the By-Laws, or the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following election: (a) an action at law to recover for its damage on behalf of the Association or on behalf of the other unit owners; (b) an action in equity to enforce performance on the part of the unit owner; or (c) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the Association to maintain such an action at law or in equity within ninety (90) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit Owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter. The Association shall be entitled to collect all legal fees incurred as a result of any such action or any action instituted for collection of any unpaid assessments.

B. Waiver. The failure of the Association of Unit Owners 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 Unit 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. When any policy of insurance has been obtained on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Unit Owner by the Secretary of the Association. Pursuant to the provisions of RSA 356-B:43 (II) all notices shall be sent in accordance with the provisions of the last sentence of RSA 356-B:37-a.

D. Amendment. Except as otherwise provided in the Condominium Act and this Declaration and Bylaws, this Declaration and Bylaws may only be amended by agreement of at least two thirds (2/3) of the Owners, provided, however, that (i) any such amendment shall be executed by such two thirds (2/3) of the Owners or by the President and Treasurer of the Association accompanied by a certification of vote of the Secretary; (ii) evidence of such amendment shall be duly recorded at the Registry pursuant to Section 34 IV, of the Condominium Act; (iii) no amendment to the Declaration shall be adopted that could interfere with the construction, sale, lease or other disposition or use of such Units; (iv) no such amendment shall be contrary to the provisions of the Condominium Act. Any approval of amendments by Mortgagees shall be subject to the provisions of and limitations of RSA 356-B.

E. Resale by Purchaser. In the event of any resale of a unit or any interest therein by any person (other than the Declarant or its successors in interest) the prospective Unit Owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the following:

i. A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two fiscal years;

ii. 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 Association;

iii. A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;

iv. A statement of the status of any pending suits or judgments in which the Association is a defendant;

v. A statement setting forth what insurance coverage is provided for all Unit Owners by the Association and what additional insurance coverage would normally be secured by each individual Unit Owner;

vi. A statement that any improvements or alterations made to the Unit or the limited common area assigned thereto by the prior Unit Owner are not known to be in violation of the Declaration.

The President of the Association or any other Officer of the Association shall furnish such statements upon written request of any prospective Unit Owner within ten (10) days of the receipt of such request.

Said statement once issued shall be binding upon the Association, and every other Unit Owner. The Association may establish a fee to be charged to the Unit Owner in consideration of issuing said statement, which fee shall not exceed \$10.00 for each request, unless a higher amount is permitted by law.

F. Notices to or from Mortgagees

i. Notice to Board. A Unit Owner who mortgages his condominium unit shall notify the Board of the name and address of his mortgagee and the principal amount of such mortgage. The Board shall maintain suitable records pertaining to such mortgages.

ii. Reporting. The Board, whenever so requested in writing by a mortgagee of a condominium unit, shall promptly report any then unpaid assessments for common expenses due from, or any other default by, the Owner of the mortgaged condominium unit. The Board shall be entitled to require a fee of Ten Dollars (\$10.00) for each report provided a mortgagee.

iii. Default. The Board shall give written notice to an Owner of any default by the Owner in the performance of any obligations under the Condominium Instruments and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws except after ten (10) days written notice to the holder of the first mortgage on the unit which is the subject matter of such suit or proceeding.

Dated this ____ day of _____, 2020.

**GREEN & CO BUILDING AND
DEVELOPMENT CO, INC.**

Witness

By:

Richard W. Green, President
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

This instrument was acknowledged before me on _____, 2020, by
Richard W. Green, Manager of Midlands Investments, LLC, a New Hampshire limited liability
company.

Notary Public
Printed Name: _____
My Commission Expires: _____