

**DECLARATION OF COVENANTS AND
RESTRICTIONS, EASEMENTS, AND
MAINTENANCE AGREEMENTS**

STORM WATER MANAGEMENT

The Obligated Party shall be responsible for the ongoing costs of all storm water management associated with the development in accordance with the Storm Water Management Plan on file with the City of Northampton Department of Public Works. The Obligated Party shall be responsible for full and timely compliance with the Storm Water Management System Operation & Maintenance Plan, as follows:

1) Street Sweeping

Street and parking area sweeping shall take place twice annually.

2) Rain Gardens

Two rain garden/bioretention areas have been incorporated into the stormwater system to remove pollutants within the stormwater runoff. Both the pre-treatment stone diaphragm systems and bioretention areas should be inspected monthly for sediment build-up, litter and debris, structural damage and standing water. Inspect soil and repair eroded areas within the bioretention systems monthly and re-mulch void areas as needed. Treat diseased vegetation as needed. Remove and replace dead vegetation twice per year (spring and fall). Remove invasive species as needed to prevent them from spreading into the bioretention area. Replace mulch every two years in the early spring. In the winter, it is important to ensure that snow is not plowed into the rain gardens as this will cause the runoff to bypass the system without proper treatment.

3) Detention Basin (The following recommendations follow the MADEP Stormwater Policy guidelines.)

Inspections

(a) Initial six months of use: Examine for stabilization and function, including determination of the duration of water standing in the basin, any sediment erosion, excessive compaction of soils, or low spots.

(b) Twice per year: Examine basin for the following: differential settlement, cracking, erosion, leakage, or tree growth on embankments, condition of riprap, sediment accumulation, and health of turf where applicable. Any adverse conditions noted during any inspections shall be addressed by repair or reconsideration of design components.

Mowing and General Maintenance

Occasional mowing (1-2 times per year min.) shall be performed on the side slopes and basin bottom where turf is present. Accumulated grass clippings and/or organic matter and trash and debris shall be removed. Any clogged surface areas can be loosened by deep tilling; tilled areas must be immediately revegetated. Tilling may be used in this manner for no more than two consecutive maintenance periods. Thereafter, sediment in the clogged areas shall be removed, liner material replaced, and revegetation established.

Dredging/Sediment Removal

Accumulated sediment shall be removed from the basin at five (5) year intervals, or as required to maintain the function of the stormwater management system as designed. During this process and until the disturbed sediment has settled, the outlet pipe shall be sealed so as to minimize the risk of conveying sediment beyond the basin.

4) Grassed Swales

Swales shall be mowed at least once per growing season to prevent establishment of woody growth and other undesirable plants that inhibit proper performance. Grass vegetation should not be cut shorter than 4". It is important not to engage in excessive mowing operations, as this keeps the grass too short and decreases the efficiency of the vegetation to reduce runoff borne sediments and velocities. Sediment and debris shall be removed manually at least once per year before the vegetation is adversely impacted.

5) Hooded Catch Basin and/or Drain Manhole with Sump

Oil and water separators should be inspected at least four times per year and cleaned annually or more often if required. Oil and sediments should be removed and disposed of in accordance with local, state and federal guidelines and regulations. In the case of an oil or bulk pollutant release, the system must be cleaned immediately following the spill and the proper authorities notified.

6) Stormwater Treatment Chambers

The Stormwater Treatment System requires minimal routine maintenance; however, it is important that the system be properly inspected and cleaned when necessary in order to function at its best. The rate at which the system collects pollutants will depend more heavily on site activities than the size of the unit, e.g. heavy winter sanding will cause the grit chamber to fill more quickly, but regular sweeping will slow accumulation. The water quality treatment system shall consist of **Stormceptor** or equal treatment chambers. For more detail of how the **Stormceptor** should be maintained see the **Stormceptor** Owner Manual.

7) Dry Wells

Dry wells basins have been incorporated into the stormwater system for the site to specifically receive roof runoff and, therefore, are not expected to receive large amounts of bulk sediments. Proper maintenance of roof gutters that drain to the system will help to protect the integrity of the infiltration basins. Sediments and debris should be removed and disposed of in accordance with local, state and federal guidelines and regulations.

8) Snow Removal

The stormwater management system is designed to accommodate volumes from snow melt. Since plowed snow from paved surface may contain sediment, oils and various pollutants, all snow melt from vehicular areas on the site shall be routed through the drainage system or removed from the site. Snow removed from the site shall be disposed of such that it or its melt will have no adverse effect on other resource areas.

Additionally, the Obligated Party shall submit to the Office of Planning and Development annually, no later than November 15th of each year: (1) maintenance reports with documentation on the conditions revealed by all inspections and (2) receipts for all cleaning and work for all items specified in the Inspection and Maintenance Schedule of the Storm Water Management Plan. Each such report shall indicate the status of each element of the Storm Water System covered by the Storm Water Management Plan.

The City of Northampton is hereby granted an easement to (a) inspect the Storm Water System and (b) to perform specified maintenance obligations of the Obligated Party, if the City has notified the Obligated Party in writing that specified maintenance obligations must be performed by a date certain and the Obligated Party has failed to perform such maintenance obligations by such date.

SNOW REMOVAL AND MANAGEMENT PLAN

Snow shall be stockpiled only in the "Snow Melt Trenches" located adjacent to unit 1 and unit 15, as shown on the snow stockpiling plan (see Attachment ##). No snow shall be dumped or stockpiled directly into any resource area or its buffer zone or within any area such that untreated snow melt may enter a resource area.

The Obligated Party as the case may be shall not use salt for deicing anywhere on the site.

The Conservation Commission and DPW shall be notified by the Obligated Party where a violation of these requirements occurs.

35-FOOT WETLAND BUFFER NO DISTURB ZONE

The 35-foot buffer zone to the bordering vegetated wetlands shall be a No Disturb Zone. Permanent concrete markers set 2 feet above ground level and spaced no more than 25 feet apart, marking the 35-Foot Wetland Buffer No Disturb Zone must remain in place in perpetuity along the entire length of the 35-foot wetland buffer, except around the detention basin and where landscape retaining walls and a footpath along the 35-foot buffer zone are constructed. No activity, other than walking, birding, or other comparable passive recreational activities shall take place within the No Disturb Zone or the wetland resource area.

The Obligated Party shall contract with a qualified person, approved by the Conservation Commission, to annually inspect the 35-foot No Disturb Zone. This person shall provide to the Obligated Party and to the Conservation Commission an annual inspection report of (1) the integrity of the permanent markers, (2) the condition of the No Disturb Zone, including, but not limited to, any encroachment, erosion, destruction of vegetation, dumping of waste of any kind, including lawn clippings and other yard waste, and (3) whether any restoration is required. This report shall be submitted to the Conservation Commission by September 1 of each year.

The Obligated Party is solely responsible for the cost of the annual inspection and report, as well as any restoration deemed required by the Northampton Conservation Commission.

The City of Northampton is hereby granted an easement to (a) inspect the 35-Foot No Disturb Zone and (b) to perform any necessary maintenance and/or restoration obligations of the Obligated Party, if the City has notified the responsible party in writing that specified maintenance and/or restoration obligations must be performed by a date certain and the Obligated Party has failed to perform such maintenance and/or restoration obligations by such date.

COMMON OPEN SPACE

The Obligated Party is forbidden by Condition ## of the Order of Conditions to use any lawn chemicals on the site. An annual acknowledgement of this requirement by the Obligated Party shall be provided to the Conservation Commission by September 1 of each year.

The Common areas and any lawn in the Exclusive Use Areas, will be maintained by the Condominium Association. All landscaping debris will either be mulched or disposed of off site. There shall be no work or dumping allowed in the 35-Foot Wetland Buffer No Disturb Zone. There shall be no structures erected in the said zone, and there shall be no structures built in the common areas without the written approval of the Condominium Association.

ESCROW ACCOUNT

The Obligated Party shall deposit \$5,000.00 in an interest-bearing Escrow Account to assure that the Obligated Party complies fully with its obligations under the Planning Board Decision, the Conservation Commission Order of Conditions, the Stormwater Management Plan, and the 35-Foot Wetland Buffer No Disturb Zone. The City of Northampton (the "City") shall be a co-signer on the account. The funds in the Escrow Account shall be owned by the Condominium Association and interest thereon shall be payable to the Condominium Association once the Condominium is formed; prior to such time the funds will be owned and interest paid to Tofino and Northern.

If the City has notified the Obligated Party in writing that specified maintenance, repair, and/or restoration obligations of the Obligated Party under this Declaration and the Planning Board Decision, the Conservation Commission Order of Conditions, the Stormwater Management Plan, and the 35-Foot Wetland Buffer No Disturb Zone must be performed by a date certain and the Obligated Party has failed to perform such maintenance, repair, and/or restoration obligations by such date, the City may expend funds from the said Escrow Account to perform the specified obligations. The City may thereafter assess or bill the Obligated Party for such expenditure in order to replenish and maintain the account at \$5,000.00. The Obligated Party shall have ninety (90) days to pay such an assessment and may assess the Unit Owners for their proportionate share of such expenditure. If the Obligated Party fails to pay or reimburse the City for the expenditure within ninety (90) days, the City shall have standing and the right to file an action against the Obligated Party to enforce the assessment, including the right to seek a prejudgment lien or other security for the enforcement of the assessment.