

ECA DECLARATION OF COVENANTS & RESTRICTIONS (ARTICLES X, XI, XII) are re-printed below for your convenience.

ARTICLE X. Environmental Control Committee.

10.1 An Environmental Control Committee ("Committee") having seven (7) members and appointed by the Board from Owners shall have the authority to administer the provisions set forth in Articles XI and XII hereof. The Committee shall elect from among its members a Chairman and Vice-Chairman. (Added 01/06/96)

10.2 The Board may also appoint from Owners alternate members to the Committee. (revised 01/06/96) Whenever a regular member of the Committee is absent or disqualifies himself, the Chairman of the Committee may designate an alternate to act in the absent member's stead.

10.3 Any regular or alternate member of the Committee may be removed from the Committee by a vote of two thirds (2/3) of the Board.

10.4 All matters requiring Committee action shall be decided by a majority vote of the Committee. The Committee shall prepare and maintain records of its actions and proceedings, which records shall be available for inspection by any Owner at the office of the Association.

10.5 The Committee shall have authority to:

- (a) propose for adoption by the Board bylaws for the conduct of the affairs of the Committee and the implementation of Articles XI and XII of this Declaration and
- (b) levy and collect fines based on a schedule of fines approved by the Board, for the violation of the Committee's bylaws or of this Declaration. All such fines shall be deemed as assessment against the violator and shall be enforceable in the manner provided for in Articles 8.2, 8.9, 8.12 and 9.2. (Last sentence added 9/4/93).

10.6 The Committee may, upon application in such form as it may require and subject to such conditions as it may deem necessary, grant permission to any Owner or Special Place to deviate from the restrictions of Article XI and XII where such deviation is consistent with the purposes of this Declaration and in furtherance of the orderly development of the Properties. (Added 9/5/92).

10.7 Any Owner aggrieved by a decision of the Committee, including a levy of fines, may appeal the decision to the Board who shall, if requested in writing by the Owner, conduct a hearing pursuant to procedures adopted by the Committee and ratified by the Board. The Board may affirm, reject or modify the Committee's decision. The Board's decision shall be final.

10.8 The Board may advance funds of the Association to the Committee to cover the expenses of the operations of the Committee.

ARTICLE XI. Environmental Control.

11.1 No structure or other improvement of any kind or description, including without limitation by the specification thereof, any building (including accessory buildings) or excavation for a building, trailer, tennis court, fence, hedge, windbreak, satellite dish, swimming pool, patio, artistic or historic displays, sculpture or monument shall be constructed or moved onto any Lot or onto the Association Land or any Special Place Reserved Land without the prior written consent of the Committee.

11.2 No alteration to the exterior of any structure (including any alteration in the exterior color thereof) and no additions to any structure at any time existing on any Lot or on the Association Land or any Special Place Reserved Land shall be made without the prior written consent of the Committee.

11.3 As a condition to considering any application for permission to construct, alter or make additions to any structure or other improvements, the Committee shall have the right to require the applicant (including the Association and any Special Place Association) to deposit and leave on file with it any information relating to the proposed construction, alteration or addition which the Committee shall reasonably require including, without limitation, complete plans, specifications and lot plans therefor, showing the exterior

design, height, building materials and exterior color thereof, the location of the proposed structure plotted horizontally and vertically, the location and plan of any sewage disposal system, the general plan of landscaping, the location and dimensions of any driveways, fencing, walls and windbreaks, any exterior lighting systems or fixtures, any antennas and the grading plan.

11.4 The Committee shall have the right to grant its permission for any such construction, alteration or addition on the condition that it be modified or changed in such manner as the Committee shall direct and in the event of any such modification or change to withhold its written consent until the applicant shall deposit with the Committee such plans, specifications and lot plans as the Committee shall request showing the proposed construction, alteration or addition, as finally approved.

11.5 Manufactured housing is not permitted. Manufactured Housing is defined as follows: Any structure, transportable in one or more sections, which, in traveling mode, is eight (8) body feet or more in width and forty (40) body feet or more in length, or when erected on site, is 320 square feet or more, and which is built on a permanent chassis and designed to be a dwelling unit with or without a permanent foundation when connected to utilities, which include plumbing, heating and electrical heating systems contained therein. Manufactured housing as defined herein shall not include presite built housing as defined in New Hampshire RSA Chapter 674:31-a.

11.6 Only single-family residences are permitted on Lots. Single-family residences are defined as follows: A single residential building containing one (1) dwelling unit designed for occupancy by not more than one (1) family. A dwelling unit consists of one (1) or more rooms arranged for use as a separate, independent housekeeping unit containing cooking, living, sleeping, and sanitary facilities. (revised 01/06/96)

11.7 No standing tree, dead or alive, having a diameter of four (4) inches or more at a point one (1) foot above the surrounding ground level, shall be cut or removed from the premises beyond twenty (20) feet of any structure or within five (5) feet of the side and rear property lines, except as approved under the conditions of the landscape plan submitted by the Owner and after written approval by the Committee, to the end that the character and beauty of the forest and its outstanding plants may be preserved and the density of the forest be maintained adequate to preserve the privacy of the adjacent Owners. (Revised 09/06/08)

11.8 The use of fertilizer, except lime and wood ash, and the removal of trees or vegetation, regardless of size, from the shoreland of Anderson Pond, Eastman Pond or Mill Pond shall be guided by the NH Shoreland Protection Act (RSA 483-B) and shall also require prior written consent of the Committee. (Fertilizer restriction added 9/5/92). (revised 01/06/96)

11.9 The exterior of all structures shall be maintained by the Owner in good repair and appearance and if any Owner fails to do so, the Committee by its agents or employees may, at its option, and on not less than ninety (90) days notice to the Owner, go upon the Lot and take such action as may be necessary to put the structures thereon in a state of good repair and appearance.

11.10 Each Owner of a Lot shall maintain the grounds thereof in a neat and attractive manner and upon the failure of the Owner so to do, the Committee, by its agents or employees, may, at the option of the Committee, and on not less than thirty (30) days notice to the Owner, enter upon the Lot as often as the Committee shall deem necessary and cut weeds, grass and other vegetation thereon, and remove fallen trees, shrubbery, rubbish and debris there-from, or otherwise perform such maintenance as necessary to maintain the grounds neat and attractive. (revised 01/06/96)

11.11 The Owner of any Lot upon which the Committee shall perform services or supply materials pursuant to Articles 11.9 and 11.10 hereof shall, upon demand, pay to the Association the cost thereof with interest thereon to the date of payment at the rate of eighteen percent (18%) per annum, which costs and interest thereon and all costs of collection thereof, including a reasonable attorney's fee, shall be the personal obligation of the Owner and a charge and continuing lien upon all the Lots and Condominium Units of the Owner which shall be enforceable in the same manner as assessments levied hereunder.

11.12 Lots may be subdivided or combined only with the prior written consent of the Committee and of the Board and with the approval of the town in which the Lots are located, but in no event shall any

subdivision increase the total number of Lots available for buildings.

11.13 The exterior of any structure defined as a dwelling unit and any other structure included in the original application and the site work on the Lot must be completed within eight (8) months of the initial clearing of the site unless an extension is approved by the Committee. Any subsequent accessory structure construction or alterations to an existing structure must be completed within four (4) months of the initiation of the project unless an extension is approved by the Committee. No structure which has been totally or partially destroyed by fire or otherwise damaged shall be allowed to remain in such state for more than eight (8) months from the time of such destruction. (revised 09/06/08)

ARTICLE XII. Use Restrictions.

12.1 The following restrictions are imposed upon each Lot for the benefit of every other Lot included in the Properties and may be enforced by the Committee or by the Board.

- (a) No business, commercial, manufacturing or industrial use shall be made of the Lots or Condominium Units at anytime, but professional and trade activities such as architecture, law, crafts or artistic work may be carried on within the dwelling provided:
 - 1. The building shall not be structurally erected or altered for this purpose so as to appear to be other than a dwelling, barn or garage.
 - 2. Signs shall conform to restrictions set by the Committee.
 - 3. No noise, odor, or disorderly appearance shall be created that is unreasonably offensive to the neighborhood.
 - 4. No use shall generate traffic in such quantity as to be objectionable or unusually obstructive to resident circulation.
- (b) Tanks for the storage of fuel maintained on any Lot shall be buried or enclosed;
- (c) No fowl or animals shall be kept on any Lot, except a reasonable number of household pets;
- (d) No garbage, rubbish, junk, cuttings, or other refuse shall be deposited or permitted to remain on any Lots unless placed in a closed container suitably located;
- (e) No building material of any kind or character shall be placed upon any Lot except in connection with construction approved by the Committee as above provided;
- (f) No sign of any kind shall be displayed on any Lot or structure or from the windows of any structure, except one painted sign not more than 200 square inches in size setting forth only the name and the profession, if any, of the Owner residing thereon, provided, however, that the Committee can approve such other signs as it deems necessary or desirable. The Committee or its agents shall have the right to enter upon any Lot to remove any sign which violates this provision.
- (g) No unregistered or inoperable motor vehicle or any motor vehicle lacking a valid state inspection sticker shall be moved onto or kept on any Lot in such manner as to be visible from any point on an adjacent Lot or the street. (The phrase "or any motor vehicle lacking a valid state inspection sticker" added 9/4/93)
- (h) No right of way for any kind of travel shall be granted or constructed across any Lot so as to provide access to another Lot or any other property, except rights of way granted to the Association; as a further exception, the Committee may approve an application for an Owner of a Lot to grant a right of way to the Owner of an adjacent Lot.
- (i) No temporary house, house or travel trailer, tent, garage or other outbuilding shall be placed or erected on any Lot.
- (j) Every Lot owner shall keep open and unobstructed and in good repair that part of any drainage ditch or swale that is located on his or her Lot.
- (k) No pier, wharf or dock shall be constructed on any Lot in such a manner that the structure extends into the water. Structures not inconsistent with this objective shall be permitted provided that prior written consent is obtained from the Committee, and subject to any rights of the Association obtained by an easement deed of the Owner.
- (l) No snowmobile or other off-highway recreational vehicle, other than those owned by the Association for maintenance or golf carts on the golf course, shall be operated on Association Land or Special Place Reserved Land.

END OF ARTICLES X, XI, XII.
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ENVIRONMENTAL CONTROL COMMITTEE BYLAWS (June 20, 2008)

1. INTRODUCTION -

1.1 NAME

Eastman Community Association Environmental Control Committee (ECC)

1.2 AUTHORITY

Per the Declaration of Covenants and Restrictions, Articles X, XI, and XII, (see page 1), the ECC shall have the authority to do the following:

Propose, for adoption by the ECA Board, Bylaws for the conduct of its affairs and the implementation of the Covenants.

Levy and collect fines, based on a schedule of fines approved by the ECA Board, for the violation of the ECC's Bylaws (Article 10 of the Covenants).

Conduct site inspections as set forth in Sections 3.1 and 4.3 of these Bylaws.

1.3 ADOPTION OF BYLAWS

The ECC adopts the following Bylaws pursuant to Articles X, XI, and XII of the Eastman Community Association Declaration of Covenants and Restrictions. These Bylaws supersede all previously approved Bylaws.

1.4 OBJECTIVES

The following are the ECC's objectives:

- A) Eastman's natural environment is protected.
- B) All structures are aesthetically compatible with the environment.
- C) All construction reflects the intent and purposes of Articles XI and XII of the Declaration of Covenants and Restrictions of the ECA and of these Bylaws.

1.5 DEFINITIONS

- A) **COMMERCIAL VEHICLES** Any vehicle in excess of 26,000 pounds gross vehicle weight as specified by the State registration. (Does not apply to recreational vehicles/trailers.)
- B) **COMMERCIAL TRAILERS** Any trailer with commercial lettering/advertising. (Does not apply to recreational vehicles/trailers.)
- C) **COVENANTS:** The Declaration of Covenants and Restrictions of the ECA.
- D) **DECK:** A roofless, floored area that adjoins a structure.
- E) **ECA:** Eastman Community Association
- F) **ECA BOARD:** ECA Board of Directors
- G) **ECC:** Environmental Control Committee
- H) **ENTRYWAY:** A passage or opening by which to enter.
- I) **LOT:** Any property that is subject to the Declaration of Covenants of the ECA.

- J) OWNER: The owner or owners of record of any property that is subject to the Declaration of Covenants and Restrictions of the ECA.
- K) PORCH: A covered area adjoining a structure.
- L) PROFESSIONAL: A Design professional experienced in residential site planning and licensed by the State of New Hampshire. Specifically, these include Septic Designers, Land Surveyors, Engineers, Architects, Landscape Architects, or other design professionals.
- M) RELATED PARTY A person or entity, formed by or wholly or partially controlled by an applicant or owner, including a spouse or lineal descendents of applicant/owner.
- N) SITE WORK: All work associated with and located on Eastman lots including, but not limited to, the exterior of any structures, septic systems, driveways, walkways, utility connections, landscaping, lighting and light posts, signs, etc.
- O) STRUCTURE: Anything that is built, constructed or assembled and placed on a lot.
- P) VARIANCE The word variance and deviation are used interchangeably.

1.6 MEMBERSHIP

The ECC shall be composed of seven (7) members and a number of alternates. Appointments of all members and alternates shall be made by the ECA Board as stated in Article X of the Covenants. Members and alternates may be removed by a vote of two thirds of the members of the ECA Board.

1.7 OFFICERS

The ECC shall elect from among its members a Chairman and Vice Chairman (Article 10 of the Covenants).

1.8 MEETINGS

The Chairman shall call meetings as often as required to fulfill the objectives of the ECC. All matters requiring ECC action shall be decided by a majority vote of the members. When a member of the Committee is absent or recuses himself, the Chairman may designate an alternate to act in that member's stead. The Committee shall prepare and maintain records of its actions and proceedings, which records shall be available for inspection by any Owner at the ECA office (Article 10 of the Covenants).

1.9 AMENDMENTS

These Bylaws may be amended at any time by a majority vote of the members of the ECC and ratification by the ECA Board. Notice of proposed changes shall be made to all ECC members in writing prior to a vote. After vote of ECC members regarding a proposed amendment then the procedure set forth in Board Policy 1.1 shall be followed for presentation to the ECA Board.

1.10 ORDER OF PRECEDENCE

In case of conflict between any provision of these Bylaws and the Covenants, the latter shall prevail.

1.11 DISSOLUTION

The ECC may be dissolved or abolished only if Article X of the ECA Covenants is deleted or amended to permit such dissolution.

2. General Rules

- A) Color and/or Material Changes – See Section 3.5 of these Bylaws
- B) Tree Removal – See Section 9 of these Bylaws
- C) Chimneys: Chimneys not made of stone or brick must be enclosed. The materials and the color of the enclosure must match the siding. NOTE: White chimneys are prohibited.
- D) Storage Tanks. Tanks for the storage of fuel are considered to be structures and shall be buried or enclosed with wooden fencing (Article 12 of the Covenants). The fencing shall be stained/painted to match the siding of the house or an approved color that will blend with the immediate surroundings. Natural vegetation may also be used (for example, conifers) if it is sufficient to provide complete screening.
- E) Generators must be enclosed similar to storage tanks.
- F) Utility meters: All utility meters must be completely enclosed. The materials and color of the enclosure must match the siding.
- G) Exterior Lighting: All exterior lighting must be located and be of a wattage so that the lighting does not shine unreasonably beyond the boundaries of the lot and does not create a hazard to traffic.
- H) Signs: No name signs exceeding two hundred (200) square inches are permitted (Article 12 of the Covenants).
- I) Roads/Drainage: Roads and drainage shall not be blocked.
- J) Appearance: Properties are to be kept neat and clear of all debris. This includes garbage, rubbish, trash, junk, brush piles, etc.
- K) Radios: The volume of radios, stereos, etc. should not be audible beyond the property boundaries.

3. APPLICATION PROCESS

3.1 APPLICATION OVERVIEW

No site preparation, construction, or modification to the exterior of an existing structure on any Eastman lot is permitted without completion of the application process and written approval of the ECC. All proposed colors must be listed on the appropriate application.

Exception: Test pits are allowed if a completed test pit application (ECC form 1) has been filed at the ECA office at least five (5) days prior to the date of testing.

Applications may be mailed to the ECA, P.O. Box 53, Grantham, NH 03753 or delivered to the ECA office between 8:00 A.M. and 4:30 P.M. Monday through Friday. All application forms to be completed are attached hereto and incorporated by reference. All materials submitted with the application become the property of the ECC. The ECC reserves the right to enter upon any

property to inspect any approved site and/or structure during construction, modification of property, or as a response to a formal written complaint for the purpose of ensuring compliance with the approved application and plan or ECC Bylaws.

If an applicant, owner, or related party is in default of either the Covenants or the ECC Bylaws or owes assessments or fines to the Eastman Community Association, then that person will be prohibited from going forward with a new project until the old matters are satisfactorily corrected. Additionally, any prior approval may be revoked by the ECC if such default or failure to pay fines and assessments are not cured or paid within thirty (30) days of written notice from the ECC or ECA of such default or deficiency.

3.2 FORMS AVAILABLE

Listed below are the forms necessary for the approval of various projects (see Appendix B for copies of the forms).

<u>Form Title</u>	<u>Form Number</u>
Test Pit Application	ECC Form 1
Performance Bond	ECC Form 2
Construction Application	ECC Form 3
Driveway/Culvert Application	ECC Form 4
Tree Removal Application	ECC Form 5
Color/Roof Change Application	ECC Form 6
Request for Deviation	ECC Form 7

3.3 APPLICATION REQUIREMENTS FOR NEW HOME CONSTRUCTION

All of the following items are required to be submitted to the ECC for approval prior to the start of construction of a new house:

- A) Town building permit.
- B) Approval for connection to the Village District of Eastman (VDE) water system, the sewer system or, documentation showing approval of the proposed septic system by the appropriate state government agency.
- C) Approval of the Town Conservation Commission (when necessary).
- D) ECC Forms 1, 2, 3, 4, and 5.
- E) Two (2) complete sets of plans of the structure drawn to scale, including all exterior elevations.
- F) Two (2) copies of boundary surveys prepared and sealed by a NH Licensed Land Surveyor which includes all easements, Open Space Grants, golf course rough buffer areas, etc. All property corners shall be set with iron pins or other permanent markers.
- G) Two (2) sets of state approved septic system design plans and New Hampshire DES construction approval.
- H) Two (2) copies of detailed site plans (1:20 scale) prepared and sealed by a Professional depicting existing site features and proposed construction including, at a minimum:
 - (a) existing and proposed contours at two-foot interval
 - (b) any easements, Open Space Grants, building setbacks
 - (c) existing roads and ditches, including culverts if impacted by the proposed construction
 - (d) existing utilities such as water, sewer, utility poles
 - (e) proposed location of all structures, fuel tanks, septic system or sewer tie-in, water line

- (f) proposed driveway location and grading, road/driveway interface, culvert detail (as required), parking area
- (g) proposed location of electrical, telephone and cable television wires
- (h) proposed location and wattage of all exterior lighting
- (i) general landscaping details
- (j) erosion and sediment control measures, including construction and maintenance details
- (k) measures to control drainage impacts on roads and/or abutting properties, as necessitated by site conditions
- (l) perimeter of area to be cleared
- (m) north arrow

A Civil Engineer, licensed and insured in the State of New Hampshire and retained by the ECA, will review each application and construction site when deemed appropriate by ECC. The purpose of this review is to determine compliance with site plan requirements of the Covenants and By-Laws and whether the proposed construction will create a change in the drainage pattern that may be detrimental to abutting properties. If, in the opinion of the Civil Engineer, abutting properties will be adversely affected by the new construction, it shall be the responsibility of the owner of the property being developed to provide remedies at the owner's cost.

Once the above mentioned materials have been submitted to the ECC the Owner and/or his/her agent(s) shall meet with the ECC at the ECA office to review the proposed construction plans and shall then walk the building lot with ECC members prior to approval of the application.

3.4 APPLICATION REQUIREMENTS FOR ALTERATIONS/ADDITIONS TO EXISTING STRUCTURES

All of the following items are required to be submitted to the ECC for approval for alterations or additions to existing structures:

- A) Town building permit (when necessary).
- B) Documentation showing approval of the proposed septic system by the appropriate state government agency. (when necessary).
- C) Approval by the Town Conservation Commission (when necessary).
- D) ECC Form 2 if a Performance Bond is necessary. (See Sec. 3.7)
- E) ECC Form 3 (Construction Application) required
- F) ECC Form 5 if tree removal is requested.
- G) ECC Form 6 required.
- H) Exterior elevation drawings to scale.
- I) A site plan (1:20 scale) showing the precise location of the alteration/addition.
- J) Corners of the new structure(s) must be staked and flagged (see Appendix C).

A Civil Engineer, licensed and insured in the State of New Hampshire and retained by the ECA, will review each application and construction site when deemed appropriate by ECC. The purpose of this review is to determine compliance with site plan requirements of the Covenants and By-Laws and whether the proposed construction will create a change in the drainage pattern that may be detrimental to abutting properties. If, in the opinion of the Civil Engineer, abutting properties will be adversely affected by the new construction, it shall be the responsibility of the owner of the property being developed to provide remedies at the owner's cost.

Once the above mentioned materials have been submitted to the ECC the Owner and/or his/her agent(s) may meet with the ECC at the ECA office to review the proposed construction plans and may then walk the building lot with ECC members prior to approval of the application.

3.5 PROJECT DESCRIPTION

Owners are encouraged to discuss any aspect of any project regarding ECA/ECC requirements with the ECC, with the knowledge that only the ECC is authorized to grant final approvals in writing after its review of a completed application.

- A) Building Materials Other Than Roofing:
 - (a) The siding and trim of all structures must be wood. This restriction includes, but is not limited to the following: decks and enclosures for meter boxes, fuel tanks, and power generators.
 - (b) Cement fiberboard that resembles wood is an allowed exception to this requirement.
 - (c) Acceptance of other synthetic materials for siding, trim, decks, and screening is permitted at the discretion of the ECC.
 - (d) Aluminum or vinyl materials for siding or trim are not permitted.
 - (e) House exteriors of genuine or synthetic logs are not permitted.

- B) The requirements listed above do not apply to the following:
 - (a) Deck flooring, doors (entry and garage), shutters, louvered vents, window frames, and window boxes, of some synthetic material, may be acceptable if it resembles natural wood.
 - (b) Glass and metal framing for sun rooms, clad windows and door assemblies, basement bulkhead entrances, rain gutters and leaders, drains and other pipes and vents, lighting and electrical fixtures, and awning supports.

- C) Roofing Materials and Colors:
 - (a) Roofing colors shall be selected from the Color Book at the ECA office.
 - (b) A change in roofing material and/or color requires ECC approval. (ECC Form 6 required.)
 - (c) The same roofing material and color shall be used on all structures on a given property. However, metal ice/snow panels, not to extend more than three (3) feet from the drip edge of the roof, may be installed with ECC approval. The color of these panels shall closely match the primary color of the roof. Highly reflective roofing materials are not acceptable.

- D) Siding and Trim Colors:

The Color Book containing samples of acceptable colors for exterior siding and trim is available at the ECA office during normal business hours, Monday – Friday, 8:00 AM – 4:30 PM. Exterior siding and trim colors for new structures and additions, or color changes on existing structures, shall be selected from the colors in this book, except as provided herein below:

- (a) Colors not represented in the Color Book may also be used provided they are reasonably equivalent to the colors in the Color Book, as determined by ECC.
- (b) Only one color can be used for all of the trim, and only one color for all of the siding. The same color may be used for both the siding and the trim. Natural can be used as the second color or when applied to soffits, pergola(s), and exposed beams. Natural is defined as having no pigment, and is a clear finish which allows the natural appearance of a single species of wood to be visible.
- (c) The manufacturer's paint chip of all color(s) to be used on all structures on the property must be attached to the owner's application.
- (d) The colors black and white are not acceptable for siding, but are acceptable for trim.
- (e) Nonconforming colors on existing structures, as of the date of adoption of these Bylaws, shall be permitted only on those structures.

E) Miscellaneous Guidelines:

- (a) The term "trim" includes, but is not limited to, - frames around windows and all doors, shutters, rake, fascia, and corner boards. Trim, in essence, is everything that is not siding. Siding encompasses the walls of the structure excluding any trim.
- (b) The color of entry doors may be different from the siding and the trim. However, garage doors must be the same color as the siding or trim or be left natural.
- (c) Any open deck structure may be stained/painted the color of either the siding or trim or be left natural.
- (d) All porch exteriors and covered entryways may be stained/painted the color of either the siding or trim or be left natural.
- (e) Fabric awnings affixed to the structure, including striped awnings, are acceptable as long as color tones harmonize with the surrounding environment. Samples of the exact awning material shall be submitted for approval.
- (f) Flower boxes attached to the structure shall be stained/painted the same **color** as **either** the siding or trim.
- (g) Any alteration of the exterior appearance of any structure on a property that is not specifically delineated above shall meet the intent of these guidelines and shall require prior ECC approval before being undertaken.
- (h) Septic vents and underground propane tank towers shall be painted an approved color which matches the siding/trim or painted a color that will blend with the immediate surroundings.

3.6 FEES

A check for application fees should be made payable to the ECA. Application fees are listed below. If the project involves more than one category listed below then the fee shall be based on the cumulative total of the several categories.

a. New House Construction.....	\$ 750
b. Addition to Living Space.....	
If 50% or less than existing square footage	\$ 375
Otherwise the fee is	\$ 750
c. New Garage.....	\$ 300
d. Miscellaneous Structures.....	\$ 100
e. Driveway Changes including Paving.....	\$ 200

In addition to the above application fee the applicant will be responsible for any additional expenses incurred by ECC for outside consultants.

In cases when initial plans are inadequate and/or additional engineering review is required, the committee will assess an additional fee of \$ 250.00 for each additional review.

Exception: No application fee is charged for tree removal, color changes on existing structures, or any project for which the cost of building materials is less than \$1,000. Driveway work is not included in this exception.

3.7 PERFORMANCE BOND

The purpose of performance bonds is to ensure compliance with the ECA Covenants and these Bylaws.

All Owners shall execute a performance bond at the time of submission of the application according to the schedule below by submitting a bank check for the correct amount listed below to the ECC, which will be held in escrow in a non-interest bearing account in a NH bank by the ECA. Inspection by the ECC shall not occur and site preparation or construction of any kind is not permitted until a performance bond is executed and the bond is escrowed.

Amounts of Performance Bonds are as follows:

- (a) New House construction..... \$5,000
- (b) Additions and Alterations to existing structure, sites, and New Garages - The amount of performance bond shall be 5% of the project's estimated cost (with a minimum bond of \$1,000 and a maximum bond of \$5,000).
- (c) Miscellaneous structures including, but not limited to, the following:
deck, porch, woodshed, etc. \$200

No performance bond is required if the building materials cost less than \$1,000.
- (d) Driveway Paving/Construction \$200

Projects not requiring a performance bond must be completed within four (4) months of the start of construction. Projects with performance bonds of \$5,000 shall have 8 months to be completed.

3.8 RELEASE OF THE PERFORMANCE BOND

It is the responsibility of the Owner to notify the ECC that the site work and exterior of the structure(s) are completed in all respects and that it may be inspected for approval. The ECC shall release the performance bond when it determines that the requirements of the Covenants, these Bylaws, and conditions of approval of the ECC, if any, have been met.

3.9 CHANGES TO CONSTRUCTION PLANS

No exterior changes of any kind, including but not limited to, colors, materials, site plans, lot clearing and/or configurations or additions shall be made to the approved plans and applications without prior written approval of the ECC. To obtain approval of a change in the original plan and application, the Owner must submit to the ECC an amended plan with accompanying documentation (as required during the original application process).

3.10 ALTERATIONS/ADDITIONS TO EXISTING STRUCTURES

No alteration to the approved site plan or the exterior of any structure (including any change in the exterior color) and no additions to any structure existing on any lot or on Association Land or Special Place Reserved Land (see Article 2 of the Covenants) shall be made without the prior written consent of the ECC (Article 11 of the Covenants).

Exception: Any Association Land as described in the Supplementary Declaration of Covenants and Restrictions dated June 29, 1979 is not subject to these Bylaws.

3.11 VARIANCES

The ECC may grant permission to Owners to deviate from these Bylaws when such variance is consistent with the objectives of the Bylaws and Covenants. When possible, requests for variances should be made at the time of application. The request shall be in writing and state the reason for the requested deviation using the applicable ECC Form 7.

4. APPROVALS

4.1 TIMING OF APPROVALS

Approval or disapproval of a project application, including variances, shall be given by the ECC in writing within thirty (30) days of the submission of a complete application with all applicable forms included. Any approval shall be conditioned on the execution and filing of the required performance bond and the delivery of the required amount of the bond to the **ECA**. Until such execution and delivery, no conditional approval shall be construed to permit the Owner or his agent to begin the project.

If the application is incomplete the ECC shall request the missing information in writing within this same time period. Once the application is complete the ECC shall render its decision within thirty (30) days or such extended period as the parties agreed to in writing. If the ECC takes longer than 30 days to issue a response there is no automatic approval. The decision of the ECC will be sent to the address listed on the application. Advisory opinions and on-site approvals shall not be issued by the ECC.

The owner/contractor, or his agent, shall notify the ECC in writing, within three (3) business days of the actual start date of a project. Failure to notify the ECC of the start date shall result in a fine of \$200.00. Start date is defined in Article 11 of the ECA Covenants as the initial clearing of the site, or initiation of the project.

4.2 EXPIRATION OF APPROVAL

If building construction has not begun within six (6) months after the date of ECC approval of any application, such approval expires and is null and void. Following expiration, reapplication, including applicable bonds and fees, and written approval are required before construction can begin.

4.3 ONGOING INSPECTIONS TO MAINTAIN APPROVAL

Depending on the scope of the project the ECC may schedule regular follow-up site inspections to ensure that the conditions of the project's approval are met.

The ECC reserves the right to enter upon any property to inspect any approved site and/or structure during construction, modification of property, or as a response to a formal written complaint for the purpose of ensuring compliance with the approved application and plan or ECC Bylaws.

Monitoring of the project by the ECC or the ECA will occur on a regular basis (every two (2) – four (4) weeks) throughout the entirety of the project.

5. DEFAULT

5.1 DEFAULT ON NEW HOUSE CONSTRUCTION

The Owner on the application for New House Construction is in default, and the performance bond shall be forfeited, if the construction of the exterior of any structure and site work are not completed in accordance with the approved plans within eight (8) months of the date of the commencement of site work. (Article 11 of the ECA Covenants)

If a default occurs on New House Construction, a penalty of \$100 for each day beyond the eight-month period shall be assessed. The \$100.00 a day penalty shall continue until such time the owner completes the construction in accordance with the approval. In addition to this per diem assessment, the ECA reserves the right to bring an action in a court of appropriate jurisdiction for injunctive relief and damages in excess of the amount of the performance bond in order to ensure compliance.

Any penalties assessed in conformity with the above paragraph shall be a lien on the subject property filed in the appropriate registry of deeds. (Article 8 and 9 of the ECA Covenants)

For good cause shown, the eight (8) month period noted above may be extended upon application by the owner; approval is at the sole discretion of the ECC.

5.2 DEFAULT ON OTHER CONSTRUCTION PROJECTS

The Owner in all other construction projects shall be in default, and the performance bond shall be forfeited, if work is not completed according to the approved application within four (4) months (eight (8) months on alteration projects where a \$5,000 bond was posted) from the start of construction. (Article 11 of the ECA Covenants)

If a default occurs in such other construction projects, a penalty of \$50 for each day beyond the four-month period (or eight months where a \$5,000 bond was posted) shall be assessed. The \$50.00 a day penalty shall continue until such time the owner completes the construction in accordance with the approval. In addition to this per diem assessment, the ECA reserves the right to bring an action in a court of appropriate jurisdiction for injunctive relief and damages in excess of the amount of the performance bond in order to ensure compliance.

Any penalties assessed in conformity with the above paragraph shall be a lien on the subject property filed in the appropriate registry of deeds. (Articles 8 and 9 of ECA Covenants.)

For good cause shown, the four (4) month period (or the eight (8) month period where a \$5,000 bond has been posted) noted above may be extended upon application by the owner; approval is at the sole discretion of the ECC.

5.3 EXTENSIONS

The ECC will consider written requests for extensions from the owner to the eight (8) and four (4) month construction periods cited above. Such requests will be approved only in situations of hardship which are beyond the Owner's control as determined by the ECC at its sole discretion.

5.4 SCHEDULE OF FINES

See Appendix A.

6. APPEALS

An owner aggrieved by a decision of the ECC may appeal the decision by first filing a request for reconsideration of such decision and then following the appeal process herein.

6.1 RECONSIDERATION PROCEDURE

The owner shall request a reconsideration of the ECC's decision in writing within fourteen (14) days of the date of the ECC decision. Such a request may include a request for a rehearing before the ECC and it shall set forth fully every ground upon which it is claimed that the decision complained of is unreasonable or not in compliance with these Bylaws or the Covenants.

If the ECC elects, in its sole discretion, to conduct a rehearing it shall schedule same for its next regularly scheduled monthly meeting (normally the first Wednesday of the month) of its receipt of the reconsideration request. The ECC shall, within thirty (30) days of rehearing or of the ECC decision not to conduct a rehearing, issue its decision to either affirm, reverse or modify its original decision on the request for reconsideration.

Only after a request for reconsideration has been submitted by the owner and the ECC's final decision thereon may an owner begin the appeal process.

6.2 APPEAL PROCESS

- (a) Within thirty (30) days of receipt of written notice of the ECC's final decision regarding the request for reconsideration, the Owner shall set forth in writing with particularity the specific objection(s) which the owner has to the ECC's decision and how that decision does not comply with the ECC Bylaws, the Covenants and that appeal, including a request for a hearing, shall be sent or hand delivered to the ECA Board President at PO Box 53, Grantham, NH 03753. No ground not set forth in the request for reconsideration shall be presented, relied on or given any consideration by the ECA Board acting as an appellate committee.
- (b) Within fourteen (14) days of receipt of the notice of appeal, the ECA Board President shall appoint an Appellate Committee, comprised of three (3) Directors, to consider the appeal. Within fourteen (14) days of its appointment, the Committee shall meet to consider the appeal and/or conduct a hearing if requested by the Owner.
- (c) Within twenty-one (21) days of its meeting and/or hearing, the Committee shall (i) recommend to the Board that it affirm, reject or modify the ECC decision and (ii) transmit a copy of its recommendation to the Owner.
- (d) The Board shall consider the Committee's recommendation at its next regular monthly meeting. The Owner shall be notified of the date of that meeting and invited to attend. Within fourteen (14) days of the meeting, the Owner shall be advised by the Board of its decision.

7. CONSTRUCTION GUIDELINES

7.1 SITE WORK

- A) Clearing of the Site:
No clearing shall be done other than that specified in the site plan. The ECC may require the Owner to plant tree cover in any area that has been cleared without approval and may impose a fine for such clearing.
- B) Culverts: A culvert of at least twelve (12) inches in diameter of H.D.P.E. (High Density Polyethylene) plastic shall be required at the road interface of the driveway and the road or other locations as required to facilitate surface drainage as specified by the ECA's Common Property Maintenance Superintendent and/or the ECA Consulting Engineer. Culverts must be covered by at least one foot of approved material. (Note: A larger culvert may be needed based on the size of the surrounding drainage area as determined by ECA's Common Property Maintenance Superintendent and/or ECA's Consulting Engineer). (see Appendix D)
- C) Utility Lines: Electrical, telephone, and cable television wires shall be buried underground from the utility pole to the dwelling.
- D) Staking and Flagging:
On Site Identification, Per Appendix "C" of these Bylaws:
 - (a) The lot boundary line shall be flagged.
 - (b) The perimeter of the area to be cleared shall be flagged
 - (c) The corners of all structures shall be staked and flagged
 - (d) The septic system, driveway, and utilities shall be staked and flagged.
 - (e) The ten (10) foot setback shall be flagged.
 - (f) Open Space Grants (OSG) shall be staked and flagged if within fifteen (15) feet of any work area.

E) Flagging Colors:

The colors of tape and the staking described below are required for new house construction and for substantial additions or alterations determined in the discretion of the ECC.

- (a) The boundary lines must be marked at least every thirty (30) feet with BLUE flagging around the entire lot.
- (b) The corners of structures must be staked and RED flagging must be laid out as a "Footprint" (ribbon running stake to stake) so as to clearly outline the location of the structure.
- (c) The entire perimeter of the septic leaching field must be flagged in ORANGE.
- (d) The perimeter of the "work area" must be flagged in PINK and these flags must remain in place until final approval is granted and the bond has been released. This outlines the area to be cleared and must include the driveway limits. There must be staking and flagging at the road interface for determination of the culvert location.
- (e) The ten (10) foot setback must be marked at least every thirty (30) feet with GREEN flagging.
- (f) Open Space Grants (OSG) must be staked and flagged with GREEN flagging if within fifteen (15) feet of any work area.

F) Location of Flagging:

Surveyor's pins, which indicate all boundaries of the lot, shall be in place. Corners of all structures shall be staked and flagged. Septic fields shall be staked and flagged. Driveway, parking area perimeters, fuel tank locations, water and electrical lines shall all be clearly marked. The perimeter of the area to be cleared shall be clearly marked (see Appendix C for Staking and Flagging requirements).

7.2 **ADDITIONAL REQUIREMENTS DURING CONSTRUCTION**

The following requirements must be adhered to throughout the construction of an approved project:

- A) Setback Requirements: Any structure shall be constructed to conform to the setback restrictions of the town in which it is located, but in no case shall there be less than thirty-five (35) feet from the property line bordering any road-right-of-way and ten (10) feet from all other boundary lines. The greater setback requirement of those imposed by the Town wherein the project is located or the setback requirement herein shall take precedence and be applicable to the project.
- B) Chimneys: Chimneys not made of stone or brick must be enclosed. The materials and the color of the enclosure must match the siding. NOTE: White chimneys are prohibited.
- C) Storage Tanks. Tanks for the storage of fuel are considered to be structures and shall be buried or enclosed with wooden fencing (Article 12 of the Covenants). The fencing shall be stained/painted to match the siding of the house or an approved color that will blend with the immediate surroundings. Natural vegetation may also be used (for example, conifers) if it is sufficient to provide complete screening. Generators must be similarly enclosed. Requirement.
- D) Utility meters: All utility meters must be completely enclosed. The materials and color of the enclosure must match the siding.
- E) Exterior Lighting: All exterior lighting must be located and be of a wattage so that the lighting does not shine unreasonably beyond the boundaries of the lot and does not create a hazard to traffic.

- F) Parking Spaces: A minimum of two off-road parking spaces must be provided for each house.
- G) Signs: Advertising signs of any size are prohibited during construction.
- H) Debris: No logs, brush, or other debris shall be left on a property including the road right-of-way or on the property of other Owners.
- I) Roads/Drainage: Roads and drainage shall not be blocked during construction.
- J) Work Days: From June 15th to September 15th, construction activities at houses and condominiums (which create noise that can be heard beyond the construction site) may only be conducted Monday through Friday. Such construction is also prohibited on Independence Day and Labor Day. Exception: An Owner may request an exception to this restriction at the time of application, provided the restriction constitutes a perceived hardship by the ECC. If this exception is approved by the ECC, construction by the Owner will be permitted on Saturday between 9:00 A.M. and 5:00 P.M.

Construction may be done on Saturday during the remainder of the year (September 16th – June 14th) without approval.

- K) Work Hours: Construction activities at houses and condominiums (which create noise that can be heard beyond the construction site) may only be conducted between the hours of 7:00 A.M. and 5:00 P.M. on days when construction is permitted. The General Manager may grant an exception.
- L) Construction Vehicles/Trucks Over Six (6) Tons are allowed only when performing work within Eastman
 - (a) Are not permitted on Eastman roads on Saturdays or Sundays from June 15th to September 15th without permission from the General Manager or the Common Property Maintenance Superintendent.
 - (b) May use Eastman roads on Saturdays but not Sundays from September 16th to June 14th of the following year.
 - (c) Are not permitted on Eastman roads between the hours of 5:00 P.M. and 7:00 A.M. without permission from the General Manager or the Common Property Maintenance Superintendent.
 - (d) Are not permitted to use engine Braking Systems in Eastman at anytime.
- M) Roads: Roads damaged during construction will be repaired daily. The Maintenance Department may repair road damage left unrepaired and the cost of repair will be charged to and paid by the Owner. Trucks and construction equipment left on roadways overnight may be towed at the Owner's expense. General contractors are responsible for immediate pick-up and removal of any debris inadvertently dumped on roadways during hauling.
- N) Appearance: Construction sites are to be kept neat and clear of debris, including but not limited to, trash generated by workers. A dumpster/container, of a size adequate to accommodate all debris and trash, must be on the construction site from the start of construction to its completion unless all debris and trash is removed daily.
- O) Sanitary Facilities: Portable sanitary facilities are required at each new home construction site before the forms are placed on foundation footings through completion of construction. The facilities are to be screened from adjacent lots and roads when possible.
- P) Dogs: Worker's dogs must not be allowed to roam freely or leave the construction site.

Q) Radios: The volume of radios, stereos, etc. should not be audible beyond the property boundaries of the construction site.

R) Open Fires: No open burning is permitted.

7.3 TREE REMOVAL

See Section 9.

7.4 DRIVEWAY REQUIREMENTS

See Appendix D.

7.5 RESPONSIBILITIES

General contractors are responsible for the actions of their workers and their sub- contractors. The cost of any work undertaken by the ECA to correct conditions in violation of these rules will be charged to and paid by the Owner.

7.6 REPEATED RULE VIOLATIONS

In case of the repeated violation of construction rules set forth in these Bylaws, the ECC may recommend to the ECA Board that it prohibit the use of Eastman roads by any person, company, corporation, or firm guilty of such violations.

8. GENERAL

8.1 SINGLE FAMILY RESIDENCES

Only single family residences are permitted. Single family residences are defined as follows: A single residential building containing one (1) dwelling unit designed for occupancy by not more than one (1) family. A dwelling unit consists of one (1) or more rooms arranged for use as a separate, independent housekeeping unit containing cooking, living, sleeping, and sanitary facilities (see Article 11 of the Covenants).

8.2 MANUFACTURED HOUSING

Manufactured housing is not permitted. Manufactured housing is defined as follows: Any structure, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width and forty (40) body feet or more in length, or when erected on site, is three-hundred-twenty (320) square feet or more, and which is built on a permanent chassis and designed to be a dwelling unit with or without a permanent foundation when connected to utilities, which include plumbing, heating, and electrical heating systems contained therein. Manufactured housing as defined herein shall not include pre-site built housing as defined in the New Hampshire RSA, Chapter 674:31-a (see Article 11 of the Covenants).

8.3 STRUCTURES DESTROYED BY FIRE

No structure which has been totally or partially destroyed by fire or other means shall be allowed to remain in such a state for more than eight (8) months from the time of such destruction (see Article 11 of the Covenants).

8.4 DEFECTS

The ECC shall not be responsible for defects in plans, surveys, materials, or workmanship involved in any approved construction.

9. TREE REMOVAL (ECC Form 5 Required)

No standing tree, dead or alive, having a diameter of four (4) inches or more at a point one (1) foot above the surrounding ground level shall be cut or removed from the premises beyond twenty (20) feet of any structure or within five (5) feet of the side and rear property lines without permission of the ECC. Trees within twenty (20) feet of any structure may be removed unless the twenty (20) feet encroaches on the setback restrictions or an Open Space Grant (See Article 11 of the Covenants).

No trees or vegetation of any size located within a natural woodland buffer zone of one- hundred-fifty (150) feet of the shoreline of Anderson Pond, Eastman Pond, or Mill Pond as guided by the New Hampshire Shoreline Protection Act (CRSA-483-B) shall be cut, removed, topped, low limbed, or windowed without the prior written consent of the ECC (see Article 11 of the Covenants).

10. COMMERCIAL VEHICLES/COMMERCIAL TRAILER

No commercial vehicle/commercial trailer shall be parked on any Eastman property/lot unless garaged. Violation of this will result in a fine being assessed in the amount \$500 plus \$50 per day until removed or continually garaged. The fine will commence 10 days after receipt of notice to remove the commercial vehicle/commercial trailer.

This provision does not apply to ECA vehicles or contractor vehicles/trailers parked on a lot where approved construction is currently being conducted.

ADOPTED by Environmental Control Committee October 6, 2010



Frank Furdyna
ECC Chairman

RATIFIED by Eastman Community Association Board of Directors November 16, 2010



Maynard Goldman,
ECA Board President

COVENANT ARTICLES

PLEASE REFER TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE EXACT WORDING OF EACH ARTICLE.

VIOLATION	FINE AND/OR CONSEQUENCE
11 – Building or placing any structure or improvement on a lot without ECC approval.	\$500 fine and requirement to submit appropriate application.
11– Alteration of structures without ECC approval.	\$500 fine and requirement to submit appropriate application.
11– Placing manufactured housing on a lot.	Immediate removal of the manufactured housing and restoration of the lot.
11– Constructing or creating other than a single-family residence.	\$500 fine for deviation without ECC approval. Corrective action at owner’s expense
11– Cutting of trees 4” in diameter or larger without ECC approval.	\$100 basic fine and a additional fine of \$100 per tree. Replanting may be required.
11– Removal of any vegetation within 150’ of any pond without ECC approval	\$100 basic fine and an additional per plant fine: \$50 per plant under 2” in diameter at a point one (1) foot above the surrounding ground level \$75 per plant between 2” and 4” in diameter at a point one (1) foot above the surrounding ground level \$100 per plant for plants over 4” in diameter at a point one (1) foot above the surrounding ground level Replanting may be required
11 – The use of fertilizer within 150’ of any pond without ECC approval	\$200 fine
11– Failure to maintain exterior structures in good repair or appearance.	90-day notice to correct followed by a fine of \$50 per day until satisfactorily completed
11– Failure to maintain grounds in a neat and attractive manner.	30-day notice to correct followed by a fine of \$50 per day until satisfactorily completed.

11– Failure to complete the exterior of a structure including site work within 8 months. This also includes buildings damaged by fire.	\$100 fine per day until the work has been satisfactorily completed.
Failure to complete the exterior of an alteration including any site work within 4 months (or 8 months where a \$5,000 bond posted).	\$50 fine per day until the work has been satisfactorily completed.
<hr/>	
12 – Use of property for business other than those approved.	30-day notice to correct followed by a fine of \$50 per day until satisfactorily completed.
Erection or alteration of a structure to appear as other than a dwelling, barn or garage.	“ “
Signs other than of approved size and purpose.	“ “
Unreasonable offensive noise, odor or appearance.	“ “
Creation of traffic which is obstructive or objectionable in quantity.	“ “
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12 – Failure to enclose or bury external fuel tank or generator.	30- day notice to correct followed by a fine of \$50 per day until satisfactorily completed.
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12 - Keeping of animals other than household pets.	30- day notice to correct followed by a fine of \$50 per day until satisfactorily completed.
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12 – Garbage, rubbish, junk, etc. kept on lot.	30-day notice to correct followed by a fine of \$50 per day until satisfactorily completed.
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12 – Building material stored on Lots not connected with currently approved ECC construction project.	30-day notice to correct followed by a fine of \$50 per day until satisfactorily completed.
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12 – Display of a sign other than those of approved size and purpose.	Removal by ECC or its agents.
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12 – Keeping of an unregistered or inoperable motor vehicle.	30-day notice to correct followed by a fine of \$50 per day until satisfactorily completed.
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12 – Creation of a right-of-way across one lot to another.	Correction of the violation.
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12 – Storing a temporary structure or trailer on a unimproved lot.	10-day notice to remove, then a basic fine of \$500 fine plus \$50 per day until satisfactorily corrected.
12 – Failure to maintain drainage ditch or swale on lot.	30-day notice to correct followed by a fine of \$50 per day until satisfactorily completed.
12 – Construction of a pier, dock or wharf without ECC approval.	30-day notice to correct followed by a fine of \$50 per day until satisfactorily completed.
12 – Operation of a snowmobile or other off highway recreation vehicle on lots or ECA property.	\$500 fine for each violation.

ECC BYLAW ARTICLES

PLEASE REFER TO THE ENVIRONMENTAL CONTROL COMMITTEE BYLAWS FOR THE EXACT WORDING OF EACH ARTICLE.

VIOLATION	FINE AND/OR CONSEQUENCE
2- General Rules	30 day notice to correct followed by a fine of \$50 per day until Satisfactorily corrected.
4 – Failure to notify the ECC of construction project start date.	\$200 fine for each violation.
7 – Failure to maintain a neat and clean construction site on a daily basis.	\$100 per day until corrected to the satisfaction of the ECC.
10 – Commercial vehicle/commercial trailer stored on an Eastman lot.	10 day notice to remove followed by a fine of \$500 plus \$50/day until Satisfactorily corrected.

ECA Owner’s Check List

APPLICATION FOR EASTMAN NEW HOME CONSTRUCTION APPROVAL

- 1. The Environmental Control committee requires that every owner reads and agrees to comply with Eastman Declaration of Covenants and Restrictions, and the Environmental Control Committee Bylaws and Appendix, and to provide the following information for all house and/or other construction, which is contemplated. In addition, lots must be staked and flagged at the time of the inspection: (see Appendix C)
- 2. Items required for Environmental Control Committee Approval
 - a. (2) Copies of building plans to scale including all exterior elevations _____
 - b. Construction Application (ECC Form 3) _____
 - c. (2) Copies of site plan to scale with all information required under the Covenants, ECC Bylaws and Appendix _____
 - d. (2) Copies Surveyors plan showing length and direction of lot boundaries, elevations contours (present & proposed), open space grants and easements _____
 - e. (2) Copies of approved Septic system design _____
 - f. (2) Copies of the state approved certificate _____
 - g. Owners Performance Bond (New Home Construction - \$5,000) _____
 - h. Town building permit _____
 - i. Water application submitted to Village District of Eastman _____
 - j. Samples of roof, siding and trim color choice _____
 - k. Appropriate application fee (New Home Construction - \$750) _____
 - l. Driveway/Culvert Application (ECC Form 4) & Profile _____
 - m. Tree removal Application (ECC Form 5) _____

Applications will not be submitted to ECC until the Eastman Community Association receives all of the above items.

- 1. Applications for new home construction are reviewed the 1st and 3rd Wednesday of each month. All paperwork must be submitted before 12:00 noon the Wednesday prior to be on the agenda. It’s important the property be completely staked and flagged as required prior to turning in the application. All paperwork must be in order prior to a review being done. Once the application is in order a meeting will be scheduled with the owner and/or contractor. These meetings also are held on the 1st and 3rd, Wednesday of each month.
- 2. Attach completed check list to application

EASTMAN COMMUNITY ASSOCIATION

TEST PIT APPLICATION

Eastman Section & Lot: _____ Eastman Street Address: _____

Owner: _____ Contractor: _____

Address: _____ Address: _____

City: _____ City: _____

State: _____ Zip: _____ State: _____ Zip: _____

Phone Number: _____ Phone Number: _____

E-mail Address: _____ E-mail Address: _____

The undersigned hereby requests permission to dig a test pit for the purpose of making an evaluation of the suitability of the lot for an on site sewage disposal system. The date scheduled for the digging the test pit is ____ / ____ / _____. Should the test pit be rescheduled for any reason I will notify the ECA office.

The undersigned understands and acknowledges that equipment used for digging test pits may only enter the lot in question on that lot and that entry onto the land from any other lot will only be done with the written permission of the owner of such lot. Also, no tree having a diameter of four (4) inches or more at a point one (1) foot above the surrounding ground level will be cut, damaged or destroyed during the test procedure. Should it be impossible to conduct the test without removing trees as described above, such trees shall be marked prior to removal and written permission (ECC Form 5) shall be requested and accepted from the Environmental Control Committee.

Owner's Signature

____ / ____ / ____
Date

**EASTMAN COMMUNITY ASSOCIATION
GRANTHAM, NEW HAMPSHIRE**

PERFORMANCE BOND

Know all men by these presents, _____
(owner) of _____
(address), hereinafter called the "Obligor", is held and firmly bound unto the Eastman Community Association (ECA)
hereinafter called the "Oblige", in the sum of _____ (\$ _____) to
be paid to the Oblige for payment of which sum well and truly to be made, the Obligor shall be bound and so shall the
heirs, executors, successors, and assigns of the Obligor by these presents.

The condition of this obligation is such that, whereas the Obligor is required by the Oblige to complete certain
improvements for the development or construction of _____ (ECA section & lot) as set
forth in an application to the Environmental Control Committee, with regard to the aforesaid development or
contraction, dated _____, a copy of which is attached and made part hereof.

Specifically, those improvements and obligations to be covered by this Performance Bond include compliance with all
terms of the Eastman Declaration of Covenants & Restrictions, as amended, the aforesaid approved Application and
the Environmental Control Committee Bylaws and the following (if any):

1. _____
2. _____
3. _____
4. _____

Now therefore, if the Obligor, shall well, truly and faithfully perform and complete the terms, conditions, and
improvements described in the said Application to the Environmental Control Committee Bylaws and Eastman
Declaration of Covenants & Restrictions, within the time allotted, then this obligation will be voided. Otherwise it
shall remain in full force and effect.

This Performance Bond is given pursuant to Paragraph 12 of the Environmental Control Committee Bylaws and in
compliance with the Eastman Declaration of Covenants & Restrictions for the purpose of providing for and securing
to the Oblige, the actual construction and installation of the improvements described in the Application within the
allotted period. It is hereby understood and agreed that in the event that any of the terms, conditions, and
improvements are not performed and completed within the term of the Bond, the Oblige shall declare this Bond to be
in default and shall enforce it by all appropriate legal and equitable remedies. In the event that the Oblige prevails then
the court shall award the Oblige reasonable attorney's fees and court costs incurred.

The amount of the Performance Bond may be increased to reflect higher construction costs at the request of the
Environmental Control Committee, at which time the Obligor agrees to execute and deliver an amended Performance
Bond. Except as to the amount and security, all other terms and conditions of the within Bond shall remain the same.

When the requirements set forth in the Application, the Declaration Of Covenants & Restrictions and the
Environmental Control Committee Bylaws have been complied with, the provisions of this Bond shall be null and
void and the Environmental Control Committee shall provide written notice of such cancellation.

CHECK ONE OF THE FOLLOWING:

The undertaken of the Obligor contained herein shall be secured by either:

_____ 1. **Delivering to the Oblige a personnel check of the** _____
(bank) in the amount of _____ (\$ _____).

_____ 2. Delivering to the Oblige a certified cashiers check of the _____
(bank) in the amount of _____ (\$ _____).

SIGNED this _____ day of _____, _____

(WITNESS)

By _____
(OBLIGOR)

(OBLIGOR)

STATE OF _____
COUNTY OF _____, ss.

The foregoing instrument was acknowledged before me this _____ day of _____,
by _____ of _____.

Before me: _____

Notary Public / Commission Expires: _____

ECC MEMBERS PLEASE COMPLETE THIS SIDE

FOR ENVIRONMENTAL CONTROL COMMITTEE USE ONLY

Bond: Amount _____ Received _____ Check # _____

Application Fee: Amount _____ Received _____ Check # _____

	Approved	Disapproved	N/A
Location of Structure:	_____	_____	_____
Siding Material:	_____	_____	_____
Siding Color:	_____	_____	_____
Trim Material:	_____	_____	_____
Trim Color:	_____	_____	_____
Window Material:	_____	_____	_____
Window Color:	_____	_____	_____
Roof Material:	_____	_____	_____
Roof Color:	_____	_____	_____
Garage Door Color:	_____	_____	_____
Entry Door Color:	_____	_____	_____
Chimney Material:	_____	_____	_____
Chimney Color:	_____	_____	_____
Other Building Locations:	_____	_____	_____
Driveway/Parking Area/Culvert:	_____	_____	_____
Tree/Vegetation Removal:	_____	_____	_____
Water Line Location (permit received):	_____	_____	_____
Sewer Location:	_____	_____	_____
Electrical Line Location:	_____	_____	_____
Exterior Lighting Location (shown on site plan):	_____	_____	_____
Type/Wattage	_____	_____	_____
Generator/Fuel Tank Location/Screening shown on site plan	_____	_____	_____

ECC hereby approves or disapproves this application as noted above. **Refer to Inspection Report**

Signed for ECC _____ Date / ____ / ____

Driveway / Culvert Application

Owner: _____

Contractor: _____

Address: _____

Address: _____

City: _____

City: _____

State: _____ Zip: _____

State: _____ Zip: _____

Phone: _____

Phone: _____

E-mail Address: _____

E-mail Address: _____

Eastman Section / Lot: _____

Eastman Street Address: _____

What type of surface do you plan to use? (Check One)

_____ Stone _____ Pavement _____ Concrete _____ Other (Please explain)

Cost of Project \$ _____ Bond Amount \$200 (N/A if new home construction)

It is the responsibility of the Owner/Contractor to contact ECA Common Property Maintenance Superintendent (603-863-4044), to set up a meeting to discuss the scope of the work to be done. Driveway Project may not begin until written notice from the Environmental Control Committee is received.

(2) SITE PLAN SHOWING THE LOCATION OF THE DRIVEWAY AND A PROFILE SHOWING WHERE IT MEETS THE ROAD MUST BE SUBMITTED WITH THIS APPLICATION. A SAMPLE IS PROVIDED.

No application will be submitted for review without the following:

Completed Form

Performance Bond

(2) Copies of Site Plan (including proposed contours lines)

Driveway profile showing the grade where the driveway interfaces with the road.

Under no circumstances should a driveway cause any water to run down driveway and wash out or negatively impact the ECA road system. Contours on positive grade driveways should be graded, swaled, contoured, or ditched along with any other preventative measures to not allow any water to run into a road/driveway interface and cause erosion and runoff related problems. If this occurs, it will be the Owners responsibility to have the problem corrected. All driveways entering Eastman roads in locations that have or require a side drainage ditch shall have a culvert of at least (12) inches in diameter made of H.D.P.E. (High Density Polyethylene) plastic. The size and length may be specified by ECA's Common Property Maintenance Superintendent and/or ECA's Civil Engineer. Such culvert shall have proper pitch and a minimum cover of twelve (12) inches. Inlet and outlet ditches shall be required for good drainage. All driveways in cuts shall have side ditches at least twelve (12) inches below driveway grade.

Comments if needed: _____

Owner's Signature

_____/_____/_____
Date

**Driveway / Culvert Alteration Notes
Maintenance Use Only**

Owner: _____

Contractor: _____

Phone: _____

Phone: _____

E-mail Address: _____

E-mail Address: _____

Eastman Section / Lot: _____

Eastman Street Address: _____

What type of Alteration:

Resurface Driveway _____

Pave Driveway _____

Culvert _____

Remarks:

Date: ____ / ____ / ____

Date: ____ / ____ / ____

Property Maintenance Superintendent _____

Date ____ / ____ / ____

Bond Release Date ____ / ____ / ____

Property Maintenance Superintendent _____

TREE REMOVAL APPLICATION

OWNER: _____

CONTRACTOR: _____

ADDRESS: _____

ADDRESS: _____

CITY: _____

CITY: _____

STATE: _____ ZIP: _____

STATE: _____ ZIP: _____

PHONE: _____

PHONE: _____

E-MAIL ADDRESS: _____

E-MAIL ADDRESS: _____

EASTMAN SECTION/LOT: _____

EASTMAN STREET ADDRESS: _____

Number of Trees to be Removed: _____

Map showing location of trees to be removed is required with this application

Marked with (color of ribbon): _____ Reason for this Request: _____

IS YOUR PROPERTY CURRENTLY UNDER A FOREST MANAGEMENT PROGRAM:

YES ___ NO ___

IF YES, WHO IS YOUR FORESTER: _____

I understand that, if approved, only those trees designated may be removed and that any debris or brush associated with the removal of those trees will be cleared from the property.

OWNER'S SIGNATURE

_____/_____/_____
DATE

**** If property is located in Grantham or Enfield, and is within 150 feet of the shoreline of Eastman Lake or Anderson Pond, an application must be made to the Conservation Commission of that town for approval, see the shoreline protection cutting plan form (copies can be obtained at the Town office).

Note: Tree removal applications are reviewed by the committee the 2nd and 4th Wednesday of every month. Applications must be submitted no later than 12:00 PM on the Friday prior.

If a map is not received with this application it will not be reviewed.

COLOR & ROOF CHANGE APPLICATION

OWNER: _____ CONTRACTOR: _____

ADDRESS: _____ ADDRESS: _____

CITY: _____ CITY: _____

STATE: _____ ZIP: _____ STATE: _____ ZIP: _____

PHONE: _____ PHONE: _____

EASTMAN SECTION/LOT: _____ EASTMAN STREET ADDRESS: _____

E-MAIL ADDRESS: _____ E-MAIL ADDRESS: _____

EXTERIOR COLORS TO BE USED: (show all exterior colors)

	CURRENT	PROPOSED
SIDING	_____	_____
TRIM	_____	_____
ROOF	_____	_____
GARAGE DOOR	_____	_____
ENTRY DOOR	_____	_____

EXTERIOR MATERIALS TO BE USED:

	CURRENT	PROPOSED
ROOF	_____	_____

NOTE: White and Black are not allowed for siding. – Entry doors may be a color of your choice. We ask that you submit the color for our files. Garage doors must be stained/painted the same color as the siding or trim. Colors shall be in compliance with the ECA Declaration of Covenants and Restrictions (Article 11 & 12) and the ECC Bylaws. A Color Book showing the approved colors is available at the ECA office during normal business hours. Color change applications are reviewed by the committee the 2nd & 4th Wednesday of every month. Applications must be submitted no later than 12:00 PM the Friday prior.

OWNER'S SIGNATURE

_____/_____/_____
DATE

**REQUEST FOR A DEVIATION / VARIANCE
PURSUANT TO
THE PROVISION OF ITEM 9 OF THE EASTMAN ENVIRONMENTAL CONTROL COMMITTEE BYLAWS**

SECTION 1 - HOME OWNERS IDENTIFICATION

1. Owner Name: _____
2. Mailing Address: _____
3. Eastman Section & Lot #: _____ Eastman Street Address: _____
4. Phone Number: _____ E-mail Address: _____

SECTION 2 - ECC DECISION FOR WHICH THE DEVIATION / VARIANCE IS SOUGHT

SECTION 3 - REASON FOR REQUESTING DEVIATION / VARIANCE

SECTION 4 - APPLICANT SIGNATURE

APPLICANT NAME (Print Clearly or Type)

APPLICANT SIGNATURE

____ / ____ / ____
Date

SECTION 5 - ENVIRONMENTAL CONTROL COMMITTEE ACTION

STAKING AND FLAGGING

The colors of tape and the staking described below are required for new house construction and for additions or alterations.

Flagging Colors:

- BLUE** - The boundary lines must be marked at least every thirty (30) feet with BLUE flagging around the entire lot.
- RED** - The corners of structures must be staked and RED flagging must be laid out as a “Footprint” (ribbon running stake to stake) so as to clearly outline the location of the structure.
- ORANGE** - The entire septic leaching field must be flagged in ORANGE.
- PINK** - The perimeter of the “work area” must be flagged in PINK and these flags must remain in place until final approval is granted and the bond has been released. This outlines the area to be cleared and must include the driveway limits. There must be staking and flagging at the road interface for determination of the culvert location.
- GREEN** - The ten (10) foot setback must be marked at least every thirty (30) feet with green flagging.
- GREEN** - Open Space Grants (OSG) must be staked and flagged with green flagging if within 15’ of any work area.

Location of Flagging:

Surveyor’s pins, which indicate all boundaries of the lot, shall be in place. Corners of all structures shall be staked and flagged. Septic fields shall be staked and flagged. Driveway, parking area perimeters, fuel tank locations, water and electrical lines shall all be clearly marked. The perimeter of the area to be cleared shall be clearly marked.

DRIVEWAY REQUIREMENTS

The proper interface of driveways with Eastman roads is important to the homeowner and the Association. If a driveway is not properly aligned at the angle of entrance and at a compatible grade, maintenance problems will be created. Also, the grade at the interface can cause safety problems when entering or exiting an Eastman road. An application to build a house in Eastman shall include a driveway elevation profile with all necessary information so that the ECC may determine if it will meet the following minimum standards:

1. **Driveway with Negative grade:** The driveway, at a distance of twenty feet from the shoulder of the road, shall be no more than one foot lower than the shoulder grade. Beyond that point, it is recommended that a reasonable vertical curve be used to complete the driveway so that there is no more than a fifteen (15) percent maximum negative grade for safety reasons.

2. **Driveway with Positive grade:** The driveway, at a distance of six (6) feet from the shoulder of the road, shall be a minimum of six (6) inches lower than the shoulder grade. At a distance of twenty (20) feet from the shoulder of the road, the driveway grade shall be no more than eighteen (18) inches higher than the shoulder grade. Beyond that point, it is recommended that a reasonable vertical curve be used so that there is no more than a fifteen (15) percent maximum positive grade for safety reasons. **Contours on positive grade drives should be graded, swaled, contoured, ditched along with any other preventative measures so as not to allow any water to run into a road/driveway interface and cause erosion and/or runoff related problems. If this occurs, it will be the owner's responsibility to have the problem corrected at their expense.**

3. **Driveway Construction:** It is recommended that the driveway be constructed with a minimum base of twelve (12) inches of clean bank run gravel. It is further recommended that the surface be topped with a minimum of two (2) inches of blue stone. Driveway surfaces, such as asphalt or concrete, must be specifically approved by the ECC.

4. **Driveway Drainage:** All driveways entering Eastman roads in locations that have or require a side drainage ditch shall have a culvert of at least (12) inches in diameter made of H.D.P.E. (High Density Polyethylene) plastic. The size and length may be specified by ECA's Common Property Maintenance Superintendent and/or ECA's Consulting Engineer. Such culvert shall have proper pitch and a minimum cover of twelve (12) inches. Inlet and outlet ditches shall be required for good drainage. All driveways in cuts shall have side ditches at least twelve (12) inches below driveway grade.

5. **Driveway Width:** It is recommended that driveways have a minimum clearance width of twelve (12) feet with a proper flare at the intersection with the Eastman road. A driveway with a clearance of less than twelve (12) feet may not be wide enough to allow fire truck access.

6. **Driveway Sight Distance:** Driveways shall be designed and built in such a manner that a driver exiting a driveway will have as much sight distance as possible, given the particular Eastman road location.

7. **Driveway Alignment:** Driveways should enter roadways at an angle of ninety (90) degrees to the road centerline. Alignment at other than a ninety- (90) degree angle is permissible if site access requires such alignment. Even if alignment is other than ninety (90) degrees, grade requirements must be met.

8. **Driveway Changes:** Any changes to existing driveways will require the review of ECA's Common Property Maintenance Superintendent and/or ECA Consulting Engineer.

9. **Attachment:** The attached drawing shows a cross section of a proper road/driveway grade interface.

Under no circumstances should a driveway cause any water to run down driveway and wash out or negatively impact the ECA road system. If such a problem should occur, it will be the responsibility of the owner to have the problem corrected at their expense.

UTILITY CONNECTIONS

1. The Village District of Eastman and the Eastman Sewer Company will notify the ECA Maintenance Superintendent of the date, time and place of an intended excavation.
2. Required road closure will be coordinated with the ECA Chief of Security.
3. The Village District and Eastman Sewer Company shall assume responsibility for returning all excavated roads to original condition and grade to include crown, culverts and ditches for the work they perform only. Thirty days following completion of excavating, the Village District or Eastman Sewer Company shall check excavation sites for settling or proper grade retention and again undertake returning the road to its original grade as necessary.
4. Road excavation for routine utility hookups will not be permitted from November 15th through April 30th. The ECA Maintenance Superintendent and ECA Chief of Security will be notified of emergency excavations.
5. The Village District and Eastman Sewer Company will be responsible for repair to any roads or parking lots from damage caused by system leaks, routine or emergency maintenance.

Adopted August 21, 1987.
Revised January 19, 2005

EASTMAN SEWER COMPANY REGULATIONS

1. All sewer connections shall be made gas and water tight and verified by proper testing. The applicant for a sewer connection shall notify the sewer company at least 48 hours before the sewer connections is to be made and ready for inspection. The connection will only be made under the supervision of the agent authorized to do so by the sewer company.
2. No person shall directly or indirectly connect any roof down spouts, foundation drains, storm water drains or other sources of surface runoff or groundwater to the sewer system.
3. No person shall discharge or cause to be discharged any of the following substances to the sewer system:
 - a. Gasoline, benzene, naphtha, fuel oil or any other flammable or explosive liquid, solid or gas that may cause a fire hazard in the sewer treatment facility or adversely affect the wastewater treatment process.
 - b. Substances containing toxic or poisonous solids, liquids or gases in quantities, wither singly or by interaction with other wastes that will injury or interfere with any wastewater treatment process or create a hazard to humans or animals, create a public nuisance or create any hazard to the wastewater facility, receiving waters, spray irrigation system or the Eastman Golf Links.
 - c. Solid or viscous substances capable of causing obstruction of flow in sewers or other interference with proper operation of the wastewater treatment facilities such as, but not limited to, ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, hair, dental floss, disposable diapers, tampons, sanitary napkins, panty shields, paper plates or cups, soft drink or milk containers, etc.
4. Any person violating the provisions of this regulation shall be liable to the Eastman Sewer Company for any expense, loss or damage caused by such violation.
5. All owners shall execute a performance bond in the amount of \$1,500 at the time of submission of the application for sewer connection. Monies may be deposited into an escrow account in a New Hampshire bank in the name of the Eastman Sewer Company with all interest on the account accumulating to the benefit of the depositor unless there is a default in terms. A certified bank check made out to the Eastman Sewer Company will also be accepted. The purpose of the performance bond is to ensure the sewer connection is in compliance with these regulations. The bond will be held for one (1) year after the approval of the installation by the agent authorized by the sewer company (added 12/17/02) (revised 07/15/03).

(Adopted by the Sewer Company Board of Directors January 2, 2001)
(Amended by the Sewer Company Board of Directors December 17, 2002)
(Amended by the Sewer Company Board of Directors July 15, 2003)

Application for Sewer Connection

Eastman Sewer Company
603-863-4240
Grantham, New Hampshire 03753

Name of property owner: _____

Mailing address: _____ City: _____

State: _____ Zip Code: _____

Phone #: _____

Eastman street address: _____

Requested service is solely for residential use producing only domestic wastewater?

Yes _____ No _____

Name of contractor to perform connection: _____

Contractor's address: _____ City: _____

State: _____ Zip Code: _____

Phone #: _____

I agree to notify Eastman Sewer Company of the date and time the connection is to be made and when an inspection of the connection can be done. Inspection of the connection will be preformed prior to the pipes being covered.

I agree to comply with Eastman Sewer Company Regulations, which are attached hereto.

I agree to maintain the sewer line from the connection at the main line to the dwelling at no cost to the Eastman Sewer Company.

Date Of Application: ____ / ____ / ____ Signature of owner: _____

A tariff payment of \$350.00 and a \$1500 Performance Bond payable to Eastman Sewer Company must accompany this application. The Performance Bond will be held for one (1) year after the approval of installation (see Regulations).

Office Use only

Bond Received: Amount \$ _____ Date ____ / ____ / ____

Fee Received: Amount: \$ _____ Date ____ / ____ / ____

Site Plan (sewer line location) approved by: _____ Date: ____ / ____ / ____

Connection approved by: _____ Date: ____ / ____ / ____