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**MASTER DEED OF
GARRISON PLACE CONDOMINIUM**

BRENDON PROPERTIES GARRISON PLACE, LLC, a Massachusetts limited liability company with a place of business at Suite 110, 259 Turnpike Road, Southborough, Massachusetts 01772 (the "Declarant") being the sole owner of certain property situated in Carlisle, Middlesex County, Massachusetts, described in Exhibit A hereto (the "Land"), by duly executing and recording this Master Deed, does hereby submit the Premises described below to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended ("Chapter 183A") and proposes to create and does hereby create a condominium (the "Condominium"), to be governed by and subject to the provisions of Chapter 183A, as amended, and to that end, Declarant does hereby declare and provide as follows:

1. Name; Definitions.

The name of the Condominium shall be the "GARRISON PLACE CONDOMINIUM".

The Condominium is developed, and shall be maintained and used, as a Senior Residential Open Space Community pursuant to Section 5.7 of the Zoning Bylaws of the Town of Carlisle and, more specifically, pursuant to the terms, conditions and limitations set forth in the "Amended and Restated Decision On Special Permit For A Senior Residential Open Space Community At 81 Russell Street To Be Known As Garrison Place" issued by the Town of Carlisle Planning Board dated November 28, 2016 recorded with the Middlesex Northern District Registry of Deeds in Book 30912, Page 167 (the "Special Permit").

The initial phase of the Condominium, designated as Phase 8, consists of two (2) Units situated in one (1) building designated as Building 2-4 having access to Garrison Place, all shown on the Condominium Plans (defined below), which shows the layout, location, unit numbers and dimensions of the Units as built. The Declarant intends, and hereby reserves the right, but not the obligation, to create up to seven (7) additional phases, including any part thereof, as shown on the Condominium Plans. All improvements intended for each future phase will be substantially completed prior to the addition of the phase in question. Improvements in future phases will be consistent with initial improvements in Phase 8 in terms of quality of construction. When and if all phases are completed, the Condominium will contain sixteen (16) Units. The Premises are submitted and subject to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct buildings, parking areas, and roadways and other amenities on and over that portion of the Premises shown as subsequent

Property Address: Off 81 Russell Street, Carlisle, Massachusetts

BRENDON PROPERTIES
259 TURNPIKE ROAD, SUITE 110
SOUTHBOROUGH, MA 01772

Site plan BK 245 PG 87
Floor plan BK 245 PG 88

phases on the hereafter defined Condominium Plans. The Declarant also reserves the right to have as an appurtenance to the addition of subsequent phases an easement to pass and repass over all the said land in said Condominium, including the right to store equipment and supplies, so far as the same are necessary and convenient for the construction and addition of the said additional phases.

The Declarant hereby expressly reserves to itself and its successor-in-title and its or their nominees, for a period ending on the completion of all phases in the Condominium, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon and over and to the Common Areas and Facilities of the Condominium (including but not limited to driveways and walkways) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium, provided that in the exercise of such rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the Common Areas and Facilities in the phases already added to the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public.

The Declarant further reserves the right in the creation of subsequent phases (including the right to create subphases within one or more phases) to change the order of such phases, provided that in all instances the percentage of interest attributable to each such Unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A as amended.

The Declarant also reserves the exclusive right to grant temporary and/or permanent easements over and across the Common Areas and Facilities of the Condominium land for access to and from buildings and parking spaces located on other phases.

The Declarant reserves the exclusive right to grant easements over, under, through and across the Common Areas and Facilities of the Condominium land and buildings for the purpose of installing cable television lines and utilities serving the Units in the Condominium and such other equipment as may be necessary for the installation and operation of the same.

“Condominium” shall mean the Condominium created by this Master Deed.

“Condominium Trust” or “Trust” shall mean the Garrison Place Condominium Trust, the organization of Unit Owners formed pursuant to Chapter 183A.

“Declarant” shall mean Brendon Properties Garrison Place, LLC and its successors and assigns.

“Floor Plans” means the floor plans for constructed Units of the Condominium recorded from time to time with the Registry of Deeds.

“Registry of Deeds” shall mean Middlesex North District Registry of Deeds.

“Rules and Regulations” shall mean the Rules and Regulations promulgated pursuant to the Condominium Trust, as amended from time to time.

“Subdivision Plan” shall mean plan of land entitled “Garrison Place A Senior Residential Open Space Community in Carlisle, Massachusetts,” by Stamski and McNary, Inc., with a latest revision date of November 9, 2016 recorded with said Deeds in Plan Book 242, Plan 142.

“Site Plan” means a plan of land entitled “Condominium Site Plan, Phase 8, 2 and 4 Garrison Way, Garrison Place Condominium in Carlisle, Massachusetts (Middlesex County) For: Garrison Place Condominium Scale 1”=50’ October 17, 2018, Stamski & McNary, Inc.”.

“Trustees” or “Board of Trustees” shall mean the Board of Trustees of the Condominium Trust.

“Unit” shall mean a Condominium Unit as that term is defined in Section 1 of Chapter 183A.

“Unit Owners” shall have the same meaning provided in Section 1 of Chapter 183A.

2. Description of Land.

The Premises which constitute the Condominium comprise the land situated off Russell Street in the Town of Carlisle, Middlesex County, Massachusetts, consisting of approximately 12.06± acres of land shown as Lot 1 on Sheet 2 of the Subdivision Plan and a portion of the land shown as “Proposed Private Way” as shown on the Subdivision Plan, hereinafter designated as Parcel X, both being bounded and described as set forth on Exhibit A and as further shown on a plan of land hereto (said land being referred to hereinafter as the Condominium Land, and as more particularly shown on Plan of Land entitled “Condominium Floor Plans of Building No. 8 entitled “Garrison Place Condominium Units 81-2A and 81-4B 2 and 4 Garrison Way, Phase 8 Floor Plans in Carlisle, Massachusetts (Middlesex County) For: Garrison Place Condominium Scale: 1”=8 Feet dated October 11, 2018,” by Stamski and McNary, Inc. recorded with said Deeds in Plan Book 245, Plan 88 (the “Phase 8 Floor Plans”), (the Site Plan, and the Phase 8 Floor Plans (as-builts) sometimes hereinafter referred to as the “Condominium Plans”).

A description of the land on which the Condominium Units are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land, and the buildings and improvements thereon, are subject to and have the benefit of easements, restrictions and appurtenant rights of record, including, without limitation, rights and easements reserved in a deed from Brendon Properties Garrison Place, LLC to the Town of Carlisle, dated June 4, 2018 recorded with said Deeds in Book 32260, Page 117.

3. Description of the Building(s).

The Initial Phase of the Condominium, Phase 8 consists of two (2) Units located in one (1) building (the “Building”) known as and numbered 2-4 Garrison Way, as shown on a Plan of the Land entitled “Condominium Site Plan” having access to roads and ways all shown on the Condominium Plans above described.

The Building has a poured concrete foundation, is constructed principally of wood, has prestained wood shingle siding, wood joists, and an asphalt shingle roof. The Building contains two (2) stories plus a basement and attic.

4. Designation of the Units and their Boundaries.

(a) The Unit designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications of each of the Units are set forth in Exhibit B attached hereto, and are shown on the Floor Plans recorded herewith (the "Floor Plans") The Floor Plans show the layout, locations, unit numbers and dimensions of said Units as built, and bear the verified statement as required by the applicable provisions of Chapter 183A.

(b) The boundaries of each of the Units with respect to the floors, roof, walls, doors and windows thereof are as follows:

(i) Floors: The plane of the lower surface of the concrete basement garage floor slab.

(ii) Ceilings: The plane of the bottommost surface of the roof joists and other structural members appurtenant to such roof joists.

(iii) Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs and/or concrete walls facing the Unit; as to the exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames, the unpainted exterior surface thereof; and as to the windows, the exterior surface of the glass.

(iv) Garage: As to the garage included within each Unit, the plane of the lower surface of the concrete floor slab, the plane of the lower surface of the roof rafters, and as to walls, the plane of the interior surface of the wall studs and/or concrete walls facing the Unit; as to the exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames, the unpainted exterior surface thereof and as to the windows, the exterior surface of the glass.

(v) All storm and screen windows and doors, whether interior or exterior, shall be the property of the Owner of the Unit to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner, provided, however, that there shall not be any change, replacement or repair of any of the above items without the prior written approval of the Board of Trustees.

(c) Each Unit excludes the foundation, structural columns, girders, beams, supporters, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within a Unit, but which serve the other Units.

(d) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit, including without limitation the furnace, air conditioning, water heater, electrical service panel, sump pump (if installed), radon vent (if installed), the fireplace flue and dryer vents and all other utilities or fixtures exclusively servicing that Unit.

(e) Each Unit shall have as appurtenant thereto the right and easement to use, in common with any other Units served thereby, all utility lines and other common facilities which serve it, but which are located in another Unit or Units.

(f) Each Unit shall have as appurtenant thereto, the right and easement to use, repair and maintain any gas line providing service to said Unit, but located in whole or in part within any other Unit.

(g) Each Unit shall have as appurtenant thereto the right for residents of the Unit and their guests to use the Common Areas and Facilities, as described in paragraph 5 hereof, in common with the other Units in the Condominium, except for the Limited Common Areas and Facilities described in paragraph 6 hereof which are reserved as exclusive easements for the use of the Unit to which such Limited Common Areas and Facilities appertain.

5. Common Areas and Facilities.

Except for the Units and Limited Common Areas and Facilities as described in paragraph 6 hereof, the entire Premises, including without limitation the land and all parts of all Buildings and all improvements thereon, shall constitute the Common Areas and Facilities of the Condominium (sometimes hereinafter referred to as General Common Areas and Facilities to distinguish them from Limited Common Areas as defined in paragraph 6 hereof). These Common Areas and Facilities shall consist of and include, without limitation, the following:

(a) The land described in Exhibit A, together with the benefit of and subject to all rights and easements set forth herein and all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable, and subject to the right and easement of the Declarant to construct and add the buildings and Units and parking spaces constituting subsequent phases as hereinbefore described and in conjunction therewith to grant mortgages on all or part of the rights and easements reserved to the Declarant in this Master Deed and on all or part of the buildings and Units and parking spaces constituting such subsequent phases, including the rights and easements hereunder reserved, and hereafter to submit such phases by amendment to said Master Deed and until such amendments are recorded by the Declarant submitting any of said buildings and Units and parking spaces will remain the property of the Declarant and shall not constitute part of the Condominium and subject to the rights of the Declarant set forth herein.

(b) The foundation, structural columns, girders, beams, supports, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, and roofs.

(c) All conduits, ducts, pipes, wires, meters and other installations or facilities for the furnishing of utility services and waste removal including, without limitation, sewer, water, gas, electricity, television cable, and telephone, which are not located within any Unit or which although located within a Unit, serve other Units, whether alone or in common with such Unit.

(d) The Septic System constructed or to be constructed within the Condominium, together with all pipes, sewers, conduits and appurtenances thereto located on

the Premises and providing for the transmission of sewage and other waste water from the Units to the on-site Septic System (the "Septic System"). The boundaries of the Septic System, including the septic tanks, distribution boxes and leaching fields are fully described on Exhibit D. ***Disclosure: The Septic System to service the Condominium is an Alternative Soil Absorption System and therefore is subject to the regulatory requirements for such a system as are promulgated from time to time by the Massachusetts Department of Environmental Protection 310 CMR 15.000 and the Carlisle Board of Health.***

(e) The Community Public Water Supply System constructed or to be constructed within the Condominium, together with all pipes, conduits and appurtenances thereto located on the Premises and providing for the transmission of domestic water to all of the Units.

(f) Installations of central services, including all equipment attendant thereto, but excluding equipment contained within and exclusively serving a Unit.

(g) In general, any and all apparatus, equipment and installations existing for common use.

(h) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

Subject to the exclusive use provisions of paragraph 6 hereof, the restrictions set forth in paragraph 8 hereof and the reserved rights and easements set forth in paragraphs 9 and 10 hereof, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

6. Limited Common Areas and Facilities.

The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities for the exclusive use of one or more Units as hereinafter described:

(a) Driveways. Included with and appurtenant to each Unit will be the driveway area leading from the road to the garage portion of the Unit which shall carry with it the exclusive right and easement to use the same by the owners of said Unit in a manner consistent with the provisions of this Master Deed, the Condominium Trust and the Rules and Regulations.

(b) Front Entry Stoops, Decks and Patios. If a front entry stoop, deck and/or patio is attached or immediately adjacent to a Unit, the Unit shall carry with it the exclusive right and easement to use the same by the owners of said Units in a manner consistent with the provisions of this Master Deed, the Condominium Trust and the Rules and Regulations. This exclusive right and easement shall also apply to those areas adjacent to a Unit directly under a deck or porch, if any.

(c) Attic Storage Space. Each Unit shall have the exclusive right and easement to use any under eave or attic storage space immediately adjacent to or above such Unit.

(d) Steps or Walkways. Each Unit shall have the exclusive right and easement to use any steps or walkways, which serve such Unit alone, provided that steps or walkways, which serve more than one Unit, if any, shall be for the shared exclusive use of the Units they serve.

The said Limited Common Areas and Facilities shall, however, be subject to the restrictions set forth in paragraph 8 hereof and to the reserved rights and easements set forth in paragraph 9 and 10 hereof.

7. Percentage Ownership Interest in Common Areas and Facilities.

(a) The Declarant is declaring an initial phase of the Condominium designated as Phase 8 containing two units, Units 81-2A and 81-4B (the "Units"), located in the Building known as and numbered 2-4 Garrison Way. If fully constructed as currently permitted, the Condominium shall contain 16 units. The designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications of each of the Units currently phased into the Condominium are set forth in Exhibit B attached hereto, and are shown on the Condominium Plans. The Unit(s) 81-2A and 81-4B Floor Plans show the layout, locations, unit numbers and dimensions of the Units as built, and bear the verified statement as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

(b) Upon the addition of new Units to the Condominium in subsequent phases upon the addition of subsequent phases by the Declarant pursuant to the rights reserved under Section 1 hereof, it shall amend Exhibit B hereto to describe the Units being thereby added to the Condominium and shall set forth in the amended Exhibit B any variations with respect to the percentages interests of each Unit, both the new Units and the previously existing Unit(s) in the Common Areas and Facilities (and therefore the responsibility of the owner of each Unit for assessments and the vote appurtenant to each Unit) will be recalculated in accordance with the provisions of Exhibits B-2 and B-3 below and reflected in the amendment to the Master Deed adding a new phase (a "Phasing Amendment"). The effective date for the change in the interest in the Common Areas and Facilities appurtenant to each Unit, by reason of the addition of each subsequent phase, is the date of the recordation, in the Registry of Deeds, of the Phasing Amendment making such change.

8. Purpose and Restriction of Use.

The purposes for which each Building and the Units are intended to be used are as follows:

(a) Each dwelling unit shall have in residence at least one person who has reached the age of 55 with the meaning of M.G.L. c. 151 B, section 4, paragraph 6, and 42 USC section 3607(b)(2)(C) and no resident of a dwelling unit shall be under the age of 18. In the event there is no longer a qualifying resident of a unit, a two-year exemption shall be allowed for the transfer of the unit to another eligible household as provided above. All

condominium deeds shall incorporate these age restrictions therein. Each Unit shall not have more than two (2) bedrooms.

(b) Each Unit shall be constructed, used, and maintained consistent with the terms, conditions and limitations set forth in the Special Permit.

(c) The architectural integrity of the Buildings shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony or patio enclosure other than as presently exists, skylight, chimney, enclosure, awning, screen, screen door, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Building or attached to or exhibited through a window of the Building, and no painting or other decorating shall be done on any exterior part or surface of the Building, unless the same shall have been approved by the Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust. No unit may be altered in any manner that is not consistent with the terms and restrictions set forth in the Special Permit.

(d) The Owners of any Unit may at any time and from time to time modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the modifications, removal and installation of interior walls shall be approved by the Building Department of the Town of Carlisle and filed with the Board of Trustees. In addition, a certified "as built" plan and any Amendment to the Master Deed shall be recorded with the Registry of Deeds. No modification adversely affecting the structural integrity or the fire rating of the Building or Unit shall be made.

In addition, the approval of the Board of Trustees shall be required for modification which seeks to improve and/or finish all or any part of the basement level of a Unit or to create any new room in any part of the Unit. Any Unit Owners desiring to so modify his/her Unit shall first submit to the Board of Trustees a plan depicting the improvements planned.

In addition, the Unit Owner shall submit, together with such plan, an affidavit certifying that the space to be modified and/or improved will not create and will not be utilized as an additional bedroom within the Unit. The Unit Owner shall provide the Board of Trustees with a copy of the Building Permit issued by the Town of Carlisle prior to initiation of construction to modify and/or improve the Unit. Upon receipt of the plan, affidavit and copy of the Building Permit, providing all are in compliance with the provisions hereof, the Board of Trustees shall issue to the Unit Owner a statement suitable for recording with the Registry of Deeds indicating that the Unit Owner has complied with the provisions of this section.

(e) All use and maintenance of Units, the Common Areas and Facilities and Limited Common Areas shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit Owner may use or maintain his Unit, Common Areas and Facilities appurtenant thereto or Limited Common Areas in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units, the Common Areas and Facilities and Limited Common Areas.

(f) No Unit or any part of the Common Areas and Facilities or Limited Common Areas shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (the "By-Laws") and the Rules and Regulations.

(g) No lawn or landscaping sprinkler systems shall be installed in the Common Areas of the Condominium unless the water therefor is supplied from a private irrigation well. In no event shall any such sprinkler system be connected to the Community Public Water Supply System.

(h) The driveways are intended to be used solely for the parking of private passenger vehicles. Only cars and light trucks without signage are permitted to park overnight in the driveways.

(i) Leasing Restrictions: all leases or rental agreements for Units shall be in writing, and of a minimum duration of six (6) months. Landlords are required to provide the Board of Trustees with a copy of the lease, and to otherwise abide by the Rules and Regulations regarding leases, as amended from time to time by the Board of Trustees. All leases for Units within the Condominium shall include the following language:

This lease is made in all respects subject to the landlord's obligations under Chapter 183A and the Condominium Master Deed, Condominium Trust, Covenants, Conditions, Restrictions, By-Laws, Resolutions and Rules and Regulations adopted or to be adopted by the Condominium or its Board of Trustees. The parties hereto covenant and agree as follows: The tenant's right to use and occupy the premises shall be subject and subordinate in all respects Chapter 183A and to the provisions of the Condominium Master Deed, Condominium Trust, Covenants, Conditions, Restrictions, By-Laws, Resolutions, and Rules and Regulations. Failure to comply with these provisions may be deemed a material breach of this lease. Violation-by-tenants: Unit Owners are responsible for the violations of Chapter 183A, the Condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, By-Laws, Resolutions, and Rules and Regulations by their tenants. If such violation by a tenant creates a nuisance, the Board of Trustees may give written notice to the Unit Owner demanding that it evict the tenant from the Unit and the Board of Trustees may start such proceeding both on behalf of the Board of Trustees and as attorney for the Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Board of Trustees succeeds in such a suit, the Unit Owner shall be responsible for all costs incurred, including reasonable attorney's fees. Each Unit Owner hereby appoints the Board of Trustees as its attorney-in-fact for such purpose, and such appointment shall be deemed to be irrevocable and coupled with an interest.

The tenant acknowledges his obligations and agrees to abide by Chapter 183A, the Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, By-Laws, Resolutions, and Rules and Regulations of the Condominium. Violation assessments made to the landlord, due to noncompliance by the tenant, shall be reimbursed to the landlord by the tenant in full, upon demand. The Condominium Documents are entrusted and presented herewith to the tenant and must be returned to the Landlord upon termination of this

Agreement. A copy of this lease shall be filed by the Unit Owner with the Board of Trustees of the Condominium.

Each lease must contain the following information: the names of all persons that will reside in the Unit; the year, make, color and plate number of each vehicle to be parked in the community; the name, address and telephone number of an individual who should be contacted in the case of an emergency.

Any Unit Owner failing to file said lease as required by this Master Deed, shall be assessed a penalty set by the Board of Trustees for each violation, and shall be responsible for all court and legal costs involved in the collection of the above matter.

(j) Nothing shall be done or kept in any Unit that will increase the rate of insurance of the Condominium.

(k) No flammable, combustible or explosive fluid, material, chemical, or substance (except such lighting and cleaning fluids as are customary for residential use) may be stored in any Unit.

(l) No pets other than common domestic animals shall be kept in any Unit. Such animals include, but are not necessarily limited to, dogs, cats, birds, tropical fish, goldfish, and hamsters and/or gerbils (if property caged). Notwithstanding the foregoing, no Rottweillers, Pit Bulls or offspring of the same shall be kept in any Unit and under no circumstances are reptiles or "exotic" animals to be kept in any Unit. Upon petition by any Unit Owner, the Board of Trustees shall have the right to approve or disapprove the keeping of any pet other than those species and breed types listed herein. Only Unit Owners may petition the Board of Trustees for variance of this restriction. There shall be no breeding of any animals in or outside of any Unit.

(m) Nothing shall be done in any Unit that will impair the structural integrity or fire rating of any Building or Building component, nor shall anything be done in or on said Unit that would structurally change any Building, without the prior written permission on each occasion by the Board of Trustees.

(n) No de-icing chemicals shall be used on the access roads or driveways except with the prior written permission of the Carlisle Conservation Commission.

(o) Each Unit shall be used only as permitted by the Town of Carlisle Zoning Bylaw and subject to the provisions of the documents referred to in Exhibit C attached hereto.

(p) The construction of any building or structure, above or below ground, the grazing of any livestock above the field or tank, the planting of any vegetation above the system, other than grass or Town approved vegetation, the disposal of rubbish or other debris, or other use, not otherwise approved by the Carlisle Board of Health, of the Septic System area shown on Exhibit D, is permanently prohibited.

(q) Garbage grinders are prohibited in all units.

Said restrictions shall be for the benefit of each of the Unit Owners and the Trustees, and shall be enforceable by each Unit Owner and also by the Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph, except as occur during his or her ownership of a Unit.

9. Rights Reserved to the Declarant for Sales and Future Development.

(a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant shall have the same rights, as the Owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

- (i) Lease and license the use of any unsold Units;
- (ii) Raise or lower the price of unsold Units;
- (iii) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units;
- (iv) Use any Unit owned by the Declarant as an office for the Declarant's use; and
- (v) Make such modifications, additions, or deletions in and to the Master Deed or the Condominium Trust as may be approved or required by any lending institution making mortgage loans on Units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest of or increase the price of any Unit under agreement for sale or alter the size or layout of any such Unit.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant, its successors and assigns, and their authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon any Building, or other structure and improvements forming part thereof, fences and sales trailer, and such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable.

(c) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors and Declarant's successors and assigns, the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, sales and marketing (including sales trailer(s), construction trailer(s) and/or storage trailer(s), erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing Buildings and their appurtenances, creating, extinguishing, and/or relocating utilities and easements of every character, including without limitation, electric, telephone, sewer and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures

and improvements as the Declarant shall deem necessary or desirable to complete the development and construction of the Common Areas and Facilities of the Condominium. This right and easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work, sales and marketing for such periods of time as shall be conveniently required for said development and construction work. This easement shall not be construed to limit or restrict the scope of any easement granted for the purpose of facilitating development, construction and expansion of the Common Areas and Facilities of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

10. Rights Reserved to the Trustees.

Upon twenty-four hours advance notice (or such longer notice as the Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Trustees shall have the right of access to each Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas:

(a) To inspect, maintain, repair or replace the Common Areas and Facilities and Limited Common Areas and to do other work reasonably necessary for the proper maintenance or operation of the Condominium.

(b) To grant permits, licenses and easements over the Common Areas for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, including without limitation, the right to create extinguish, and/or relocate utilities and easements of every character, including without limitation, water, electric, telephone, sewer, cable television and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Trustees shall deem necessary or desirable for the property operation and maintenance of the Condominium.

11. The Unit Owners' Organization.

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the GARRISON PLACE CONDOMINIUM TRUST (hereinabove and hereinafter referred to as the "Condominium Trust") under a Condominium Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which their Unit is entitled hereunder. As of the date hereof, the name of the original and present Trustee of the Condominium Trust is as follows:

Leslie S. Carey, Trustee

The mailing address of the Trust is: Suite 110, 259 Turnpike Road
Southborough, Massachusetts 01772

The Trustees have enacted the By-Laws pursuant to and in accordance with the provisions of Chapter 183A.

The ANNUAL MEETING of the Trust shall be at 7:30 p.m. on the second Tuesday of November of each year, or within sixty (60) days prior to or following said date, provided that owners of record are notified of the meeting by U.S. Mail at least fifteen (15) days prior to the meeting date.

The FISCAL YEAR of the Trust shall begin on January 1 of each year.

12. Easement of Encroachment.

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Trustees, or (c) as a result of repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same, so long as the Building involved stands.

13. Unit Owners' Rights and Obligations.

(a) All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, paragraph 8(d) hereof), the Condominium Trust, the By-Laws, the Unit Deed and the Rules and Regulations, and the items affecting title to the land as set forth in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed (including without limitation, paragraph 8(d) hereof), the Condominium Trust, the By-Laws, the Unit Deed and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provision were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

(b) There shall be no restriction upon any Unit Owner's right of ingress and egress to and from his or her Unit, which right shall be perpetual and appurtenant to Unit ownership.

(c) Each Unit shall be entitled to vote its appurtenant percentage interest as shown on Exhibit B of this Master Deed, as the same may be amended from time.

(d) Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefore by the Condominium Trust based on each Unit Owner's Proportionate Share of the Common Areas and Facilities of the Condominium. Commencing with the transfer of the first Unit in a Building, the Declarant shall be liable for the full fees for the remaining Units in the Building until the time of their transfer.

(e) Each unit shall be supplied with propane for heating and cooking purposes pursuant to an agreement with a third party provider and each Unit Owner shall be individually responsible for the payment to the provider of the cost of propane provided to his or her Unit.

14. Amendments.

(a) While the Declarant owns at least ten percent (10%) of the Units of the Condominium or to be phased into the Condominium, this Master Deed may be amended by the Declarant with the written consent of a majority of the holders of the first mortgages on mortgaged Units (but only if such amendment would materially affect the rights of any mortgagee), provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended by an instrument in writing (1) signed by the Owners of Units at the time holding more than fifty (50%) percent of the total voting power of the Unit Owners, as said voting power is defined in the Condominium Trust, or signed by a majority of the Trustees, in which case such instrument shall recite that it has been agreed to in writing by Owners of Units at the time holding more than fifty (50%) percent of said total voting power of the Unit Owners, or, in either event, such higher percentage as required by the Condominium Act and (2) duly recorded with the Registry of Deeds, provided, that:

(i) The date on which an Owner of a Unit first signs any instrument of amendment shall be indicated as the date of the amendment, and no amendment shall be of any force or effect unless recorded within six (6) months after such date.

(ii) No instrument of amendment, which alters the dimensions of any Unit, shall be of any force or effect unless signed by the Owner of said Unit so altered.

(iii) Except as provided herein, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units so affected.

(iv) No instrument of amendment, which alters this Master Deed in any manner, which would render it contrary to or inconsistent with any requirement, or provision of Chapter 183A or the Special Permit, shall be of any force or effect.

(v) No instrument of amendment which purports to affect the Declarant's reserved rights to construct, erect or install common use facilities as set forth in paragraph 15 hereof shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds.

(vi) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium, shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (vi) shall terminate upon the completion of sales by the Declarant to third party purchasers of all the Units of the Condominium or the expiration of seven (7) years from the date of the recording of this Master Deed, whichever shall first occur.

(vii) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a regulated lender or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.

(viii) No instrument of amendment which would, in any manner, disqualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC) shall be of any force or effect, and all provision of the Master Deed and Condominium Trust shall be construed so as to qualify any such mortgages for sale to FNMA and FHLMC.

(ix) Where required under the Master Deed and/or Chapter 183A, the instrument of amendment shall be deemed assented to by the Unit Owners and/or the holders of the first mortgages of record with respect to the Units upon the giving of sixty (60) days written notice sent to said Unit Owners and/or Mortgagees by certified mail/return receipt requested. All consents obtained pursuant to this paragraph shall be effective upon the recording of an affidavit by the Trustees stating that all necessary notices have been sent via certified mail/return receipt requested and the receipt cards have been returned evidencing actual notice to such Unit Owner and/or mortgage holders of record.

(b) Notwithstanding any of the provisions herein (including Section (a) of this paragraph) or of Chapter 183A, the Declarant, its successors and assigns, reserve the right to construct and add to the Condominium such additional buildings, Units and parking spaces (or any lesser part thereof) as described herein, and after such additions are substantially completed, to amend this Master Deed creating subsequent phases (including any subphase) as hereinbefore described; each Unit Owner, his or her successor, assigns and mortgagees shall, by the acceptance and recording of his or her Unit Deed, irrevocably appoint the Declarant, his or her successors, assigns, and mortgagees, as his or her attorney to execute, acknowledge and deliver any and all instruments necessary to accomplish the provisions of this paragraph. The right to amend this Master Deed to add such additional phase or phases, and the appointment of the Declarant as an attorney as aforesaid, shall expire upon the earlier of

(i) seven (7) years from the date of recording of this Master Deed;

(ii) the recording of an instrument with the Registry of Deeds executed by the Declarant terminating the Declarant's right to add such additional phase or phases; or

(iii) the recording of the amendment adding the last phase (or subphase in the last phase) by which all Units to which the Declarant is entitled will thereupon have been added to the Condominium.

The documents that will be recorded to add each phase will be the amendments to this Master Deed made under the provisions of this Subsection (b) of this Section 14, and an "as built" plan of the Units that are part of the phase being added.

(c) Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 14 shall be conclusive evidence of the existence of all facts recited thereon and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

15. Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities.

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as it shall determine to be appropriate or desirable one or more common use facilities to serve the Condominium, including without limitation, the right and easement to construct the Septic System. Upon substantial completion of such common use facilities, they shall become part of the Common Areas and Facilities of the Condominium, and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Trustees shall accept responsibility for such management, operation and maintenance.

For purposes of this Master Deed, the Condominium Trust and the By-Laws, or other instruments recorded herewith, "Declarant" shall mean and refer to BRENDON PROPERTIES GARRISON PLACE, LLC and to any successors and assigns who come to stand in the same relationship as developer of the Condominium.

16. Provisions for the Protection of Mortgagees.

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, and subject to any greater requirements imposed by Chapter 183A, the following provisions shall apply for the protection of holders of first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) Accept a Deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee except as otherwise provided by Chapter 183A, as it may be amended from time to time.

(d) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law.

(e) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer except as otherwise provided by the provisions of Chapter 183A. However, any such delinquent assessment, which are extinguished pursuant to the foregoing provision may be relocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter.

(f) Unless all of the institutional first mortgage lenders holding mortgages on the individual Units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium Premises by fire or other casualty or in the case of taking by condemnation or eminent domain; or

(ii) Partition or subdivide any Unit; or

(iii) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected, or

(iv) Use hazard insurance proceeds for losses on any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the Condominium.

(g) To the extent permitted by law, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(h) In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or Common Areas and Facilities of the Condominium;

(i) An institutional first mortgage lender, upon request to the Trustees, will be entitled to:

(a) written notification from the Trustees of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provision of the Condominium Trust which is not cured within sixty (60) days;

(b) inspect the books and records of the Condominium Trust at all reasonable times;

(c) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(d) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;

(e) receive prompt written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposes taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(f) receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(g) receive written notice of any action, which requires the consent of a specified percentage of eligible mortgagees.

The Declarant intends that the provisions of this paragraph shall comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provision of this paragraph 16 may not be amended or rescinded without the written consent of all first mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds in accordance with the requirements of paragraph 14 hereof.

17. Garrison Place Water Supply System.

Water for the Garrison Place Condominium is provided by a so-called "Community Water Supply System" located on the Condominium Property as described in and subject to the provisions of and Approval the same by the Massachusetts Department of Environmental Protection Department dated March 20, 2018, a true and complete copy of which is attached hereto as Exhibit E. The Approval requires the maintenance and funding of a Reserve Escrow Fund to provide funds for the repair, replacement and reconstruction of the Community Water Supply System and its components as set forth in Water Reserve Account Escrow Agreement.

18. Special Amendment.

Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed or the Trust at any time and from time to time, which amends this Master Deed, or Trust:

- (a) To comply with requirements of the Federal National Mortgage Association, or any other governmental agency or any other public, quasi-public or private entity which performs (or in the future may perform) functions similar to those currently performed by such entities;
- (b) To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership;
- (c) To bring this Master Deed or the Trust in compliance with Chapter 183A; or
- (d) To correct clerical or typographical errors in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and record any such Special Amendment. The right of Declarant to act pursuant to rights reserved or granted under this Article shall be automatically assigned by the Declarant, without further confirmation or act or deed by the Declarant to the Trustees of the Trust upon the occurrence of the takeover event.

19. Severability.

In the event that any provisions of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial

or total enforceability of such provisions shall not affect in any manner the validity, enforceability or effect of the remainder of this Master Deed; and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision has never been included herein.

20. Waiver.

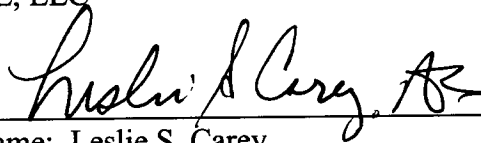
No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

21. Special Provisions.

The Condominium shall comply with the provisions set forth in the documents listed on Exhibit C hereto.

Executed as a sealed instrument on this 26th day of November, 2018.

BRENDON PROPERTIES GARRISON
PLACE, LLC

By: 

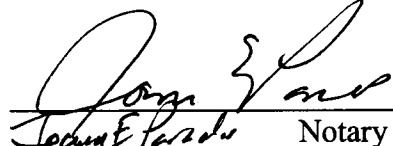
Name: Leslie S. Carey

Title: Authorized Signatory

The Commonwealth of Massachusetts

Worcester, ss.

On this 26 day of November, 2018, before me, the undersigned notary public, personally appeared Leslie S. Carey, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as an authorized signatory of Brendon Properties Garrison Place, LLC.



Joann E. Paradis Notary Public
My Commission Expires: 3-13-20

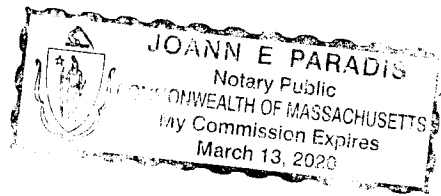


EXHIBIT A

DESCRIPTION OF LOT 1

Lot 1 is shown on a plan entitled "Garrison Place, Definitive Subdivision Plan in Carlisle: Massachusetts (Middlesex County)"; For: Brendon Properties; Scale 1"=50'; Final Revision Date: November 5, 2014; prepared by Stamski and McNary: Inc.: 1000 Main Street: Acton: MA. Recorded in the Middlesex Northern District Registry of Deeds in Plan Book 242, Plan 141.

DESCRIPTION OF PARCEL X

Parcel X is that portion of the Proposed Private Way shown on a plan entitled Site Plan" means a plan of land entitled "Condominium Site Plan, Phase 8, 2 and 4 Garrison Way, Garrison Place Condominium in Carlisle, Massachusetts (Middlesex County) For: Garrison Place Condominium Scale 1"=50' October 17, 2018, Stamski & McNary, Inc." recorded in the Middlesex Northern District Registry of Deeds in Plan Book 245, Page 87.

EXHIBIT B

DESCRIPTION OF UNITS

The unit designation of each Unit, statement of its building, post office address, approximate area, number and designation of rooms, and immediate common area to which it has access are as set forth in this Exhibit B.

Key: BA=Bathroom, BAS=Finished Basement Room, BR=Bedroom, BRK=Breakfast Area, DN=Den, DR=Dining Area/Room, ENT=Entry; FAM=Family Room, GA=Garage, GR=Game Room, G/T=Gym/Theatre, GTR=Great Room, K=Kitchen, LAU=Laundry, LAV=Lavatory, LO=Loft, ME=Mechanical Room, MP=Multi-Purpose Room, MR=Media Room, MU=Mudroom, OF=Office, PAN=Pantry, PR=Playroom, ST=Study, SUN=Sunroom, TS-Three Season Room, U-Utility Room, UFB=Unfinished Basement, UN=Unfinished Room, WIC=Walk-in-Closet.

Unit Designation & Address	Building Name & Phase	Approx. Area of Unit in Square Feet	Number and Designation of Rooms	Immediate Common Area to Which Unit has Access	Percentage Interest
Unit 81-2A, 2 Garrison Way	2-4 Garrison Way Phase 8	5,295 Square Feet	2BA, BAS 2BR, ENT, FAM, DN, DR, GA, K, LAU, LAV, LO, ME, MU, OF, PAN, UN, WIC	Side Porch & Rear Deck	50.8476%
Unit 81-4B, 4 Garrison Way	2-4 Garrison Way Phase 8	4,160 Square Feet	2BA, 2BR, ENT, FAM, DR, GA, K, LAU, LAV, LO, ME, UFB, WIC	Front Porch & Rear Deck	49.1524%

EXHIBIT B-2

GARRISON PLACE CONDOMINIUM

UNIT PERCENTAGE INTEREST DESIGNATIONS

THE FOLLOWING PERCENTAGE INTEREST DESIGNATIONS ARE BASED UPON A FULL BUILDOUT OVER ALL PHASES AND ALL UNIT TYPES, BASED UPON THE UNIT PROJECTIONS STATED IN THIS MASTER DEED. THE UNITS CURRENTLY PHASED INTO THE CONDOMINIUM ARE DESCRIBED ON EXHIBIT B ABOVE.

IN THE EVENT THAT ALL PHASES AND UNITS WITHIN EACH PHASE ARE NOT COMPLETED BY THE PHASING DEADLINE, AS THE SAME MAY BE EXTENDED AND/OR REVISED, THE UNITS SHALL BE REASSIGNED A UNIT PERCENTAGE INTEREST BASED UPON THE FINAL UNIT COUNT AT THAT TIME, PURSUANT TO THE PROVISIONS OF EXHIBIT B-2 BELOW.

Unit No.	Building Name	Building Type	Unit Type	Phase	Address	Percentage Interest
81-1P	1-3 Garrison Way	Duplex	A	1	1 Garrison Way	6.1441%
81-2A	2-4 Garrison Way	Duplex	B	8	2 Garrison Way	6.3559%
81-3O	1-3 Garrison Way	Duplex	B	1	3 Garrison Way	6.3559%
81-4B	2-4 Garrison Way	Duplex	A	8	4 Garrison Way	6.1441%
81-5N	5-7 Garrison Way	Duplex	A	2	5 Garrison Way	6.1441%
81-6C	6-8 Garrison Way	Duplex	B	7	6 Garrison Way	6.3559%
81-7M	5-7 Garrison Way	Duplex	B	2	7 Garrison Way	6.3559%
81-8D	6-8 Garrison Way	Duplex	A	7	8 Garrison Way	6.1441%
81-9L	9-11 Garrison Way	Duplex	A	3	9 Garrison Way	6.1441%
81-10E	10-12 Garrison Way	Duplex	B	6	10 Garrison Way	6.3559%
81-11K	9-11 Garrison Way	Duplex	B	3	11 Garrison Way	6.3559%
81-12F	10-12 Garrison Way	Duplex	A	6	12 Garrison Way	6.1441%
81-13J	13-15 Garrison Way	Duplex	A	4	13 Garrison Way	6.1441%
81-14G	14-16 Garrison Way	Duplex	B	5	14 Garrison Way	6.3559%
81-15L	13-15 Garrison Way	Duplex	B	4	15 Garrison Way	6.3559%
81-16H	14-16 Garrison Way	Duplex	A	5	16 Garrison Way	6.1441%

EXHIBIT B-3

RECALCULATION OF UNIT PERCENTAGE INTEREST DESIGNATIONS

As additional units are phased into the Condominium as provided in this Master Deed, the percentage interest allocation among units shall be recalculated in accordance with the following formula and shall be reflected in the amendment to this Master Deed adding such additional units to the Condominium.

The Condominium shall consist of 2 Unit types with relative value per Unit by Unit type as follows:

<u>Unit Type</u>	<u>Weighted Value per Unit by Unit Type</u>
<u>A</u>	<u>869.9</u>
<u>B</u>	<u>899.9</u>

The formula for recalculation of percentage interest among all phased Units shall be based upon the weighted value of each Unit type divided by the total weighted value of all Unit types. In the event that Declarant adds Units to the Condominium of a type other than the two types listed above, the Weighted Value of such other type shall be determined in by Declarant in its reasonable discretion to reflect the relationship of the then value of such other type to then values of the units listed above, and the Declarant shall amend this Exhibit B-3 to add such other type of unit and its weighted value to the table.

Weighted Value by Unit Type:

The percentage interest of each Unit type shall be determined by dividing the Weighted Value of such Unit type by the Total Weighted Value of all Units which shall be the percentage interest of such Unit until additional units are phased into the Condominium, in which event a recalculation of interests shall be made in accordance with the foregoing.

EXHIBIT C

1. Reservation Easement contained in deed recorded with the Middlesex County Northern District Registry of Deeds in Book 1945, Page 206.
2. Agreement as to Right of Way dated December 23, 1970 recorded with said Deeds in Book 1945, Page 206.
3. Notice of Special Permit issued the Town of Carlisle Planning Board dated October 23, 1978 recorded with said Deeds in Book 2384, Page 729.
4. Order of Conditions issued by the Town of Carlisle Conservation Commission dated October 27, 2014 recorded with said Deeds in Book 28630, Page 108.
5. Superseding Order of Conditions issued by the Massachusetts Department of Environmental Protection dated March 16, 2015 recorded with said Deeds in Book 29788, Page 203.
6. Amended and Restated Decision on Special Permit For a Senior Residential of the Town of Carlisle Planning Board dated December 2, 2016 recorded with said Deeds in Book 30912, Page 167.
7. Certificate of Approval of a Definitive Plan dated November 12, 2014, recorded with said Deeds in Book 30912, Page 181.
8. Covenant with the Town of Carlisle Planning Board dated February 13, 2017 recorded with said Deeds in Book 30192, Page 183.
9. Extension Permit for Orders of Condition dated September 28, 2017 recorded with said Deeds in Book 31594, Page 121.
10. Extension Permit for Orders of Condition dated January 29, 2018 recorded with said Deeds in Book 31951, Page 191,
11. Covenant for Meadow Maintenance dated June 4, 2018 recorded with said Deeds in Book 32260, Page 173,
12. Garrison Place Septic System Escrow Agreement dated November 13, 2018 to be recorded with said Deeds prior to the conveyance of any Unit in the Condominium,
13. Covenant for Operations and Maintenance dated November 26, 2018 to be recorded with said Deeds prior to the conveyance of any Unit in the Condominium.
14. Garrison Place Water Reserve Escrow Agreement dated November 26, 2018 to recorded with said Deeds prior to the conveyance of any Unit in the Condominium.

EXHIBIT D

Boundaries of Septic System

The boundaries of the Septic System are depicted as "Septic System Area" on Sheet 2 of the Site Plan.

EXHIBIT E



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Northeast Regional Office • 205B Lowell Street, Wilmington MA 01887 • 978-694-3200

Charles D. Baker
Governor

Matthew A. Beaton
Secretary

Karyn F. Polito
Lieutenant Governor

Martin Suuberg
Commissioner

March 30, 2018

Kevin Giblin
Brendon Properties, LLC
259 Turnpike Road, Suite 110
Southborough, MA 01772

RE: City/Town: Carlisle
PWS Name: Garrison Place
PWS-ID No.: Not Yet Assigned
Program: System Modifications
Action: Bedrock Well—Approval—Source
Final Report/Construction Design
Transmittal Nos.: X276320, X276321

Dear Mr. Giblin:

Please find attached the following information:

Approval of the Source Final Report for a bedrock well intended to provide public water supply to the proposed Garrison Place senior housing development in Carlisle. Approval of the construction design for the Garrison Place water system, which will constitute a Community Public Water System.

Please note that the signature on this cover letter indicates formal issuance of the attached document. If you have any questions regarding this letter, please contact James Persky at (978) 694-3227.

Sincerely,

James Persky
Environmental Analyst
Drinking Water Program

Sincerely,

Sean Griffin
Environmental Engineer
Drinking Water Program

Sincerely,

Thomas Mahin
Drinking Water Section Chief
Northeast Regional Office

cc: DWP/Boston Office (no attachment)
Bruce Bouck, MassDEP, Drinking Water, Boston
Donald Provencher, Provencher Engineering, LLC, 6 Wasserman Heights, Merrimack, NH 03054
Carlisle Board of Health, 66 Westford Street, Carlisle, MA 01741

File Name: Y:\DWP Archive\NERO\Carlisle-XXXXXXX-System Modifications-2018-03-30

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-8751.

TTY# MassRelay Service 1-800-439-2370
MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

DESCRIPTION OF PROJECT

The Massachusetts Department of Environmental Protection (MassDEP) has reviewed a September 27, 2017 submittal by the firm Provencher Engineering, LLC, that presents the Source Final Report for a bedrock well for the proposed Garrison Place senior housing development in Carlisle, and the design for construction of the Garrison Place water system. The water system serving the development will be a **Community Public Water System**, in accordance with Massachusetts Drinking Water Regulations and the Federal Safe Drinking Water Act.

MassDEP issued a Statement of Technical Deficiency on November 14, 2017, which required submittal of additional information needed to review the permit application. A response that provided the required information was submitted to MassDEP via electronic mail on January 9, 2018. A hard copy of the response was received by MassDEP on January 11, 2018.

The Garrison Place development is proposed to include 16 residential senior housing units, in the form of 8 duplexes. The water needs of the project, based on the Title 5 design flow estimate, are 2,400 gallons per day (gpd). MassDEP approved the well site and pumping test design on February 2, 2017.

The bedrock well is six inches in diameter and 700 feet deep. The well is cased to a depth of 40 feet below the ground surface, with bedrock encountered at a depth of 14 feet. The primary fracture zone was encountered at a depth of 515 to 520 feet, with a secondary fracture zone at a depth of 180 to 185 feet.

A pumping test of the bedrock well was conducted from June 14 to June 16, 2017. The well was pumped at an average rate of 5.23 gallons per minute (gpm). The pumped water was discharged about 200 feet east of the well, to a wetland adjacent to an unnamed tributary of Spencer Brook. The maximum drawdown during the pumping test was 24.65 feet below the static water level. MassDEP's stabilization criterion for a bedrock well is that a semi-logarithmic plot of time vs. drawdown, when extrapolated to 180 days, must result in at least 10% of the water column (or minimally 15 feet) remaining above the top of the pump. The well stabilized at a pumping rate of 5.23 gpm, based on the 600 foot depth at which the pump was set. Prior to the 48-hour test, a step-drawdown test was conducted on June 13, 2017, with the well pumped at 3 gpm, 6 gpm, 9 gpm, and 12 gpm for 90 minutes each.

For bedrock wells, the approvable well yield is the rate at which the well achieves stabilization, multiplied by a safety factor of 0.75. In accordance with MassDEP Guidelines, the well is therefore approvable for up to 3.92 gpm, which is equivalent to a daily withdrawal volume of 5,650 gpd. The applicant is seeking an approval rate of 2,400 gpd (1.67 gpm), which is sufficient to meet the project's water needs. The Zone I protective radius of 157 feet that will be maintained is based upon a 2,400 gpm daily withdrawal volume.

Samples collected at the end of the pumping test showed elevated levels of iron and manganese in the well water. The manganese concentration was 0.591 milligrams per liter (mg/L), in excess

of the health-based Drinking Water Guideline of 0.3 mg/L. The manganese and iron (4.7 mg/L) concentrations were an order of magnitude higher than the Secondary Maximum Contaminant Levels (SMCLs) of 0.05 mg/L for manganese and 0.3 mg/L for iron. The SMCLs are based on aesthetic standards — iron and manganese can discolor water and stain laundry and plumbing fixtures. The color of the water exceeded the SMCL of 15 color units, which was likely due to the iron and manganese. Provencher Engineering has proposed ion exchange treatment to remove the iron and manganese from the water.

Total coliform bacteria were detected in the well water. The well had been disinfected prior to installation of the pump. The Well Completion Report for the bedrock well indicates that it has a cement-bentonite seal. Provencher Engineering has suggested that the coliform detection could have been caused by sample collection using a threaded sample tap. The well will be disinfected again prior to start-up of the water system.

The volatile organic compound toluene was detected at 5.5 micrograms per liter ($\mu\text{g/L}$), far below the Maximum Contaminant Level (MCL) of 1,000 $\mu\text{g/L}$. Toluene is often detected at low levels in wells shortly after their installation. Toluene is a component of petroleum, and its detection may indicate a residual trace of oil in the well casing or pump discharge line. The well water is moderately hard, with a hardness of 115 mg/L. The pH at the end of the test was 7.0.

SUMMARY OF WORK

The major details of the work as presented in the information submitted are summarized below.

The proposed water supply originates from bedrock Well-1, which includes an existing Goulds submersible pump, which is already installed inside the well. The pump model is a 7 GS 15, 1.5-horsepower, with a 4-inch, 3-phase, 230-volt, motor. It is installed at 600 feet deep on 1-inch, schedule 120 PVC treaded pipe, with #8 AWG wire, and 590-ft of 1-inch HDPE open ended stilling tube from the top of the well casing down to within 10 feet of the pump. The three-phase motor is compatible with the proposed well pump VFD, described further below, which inverts single-phase power into three phase power.

The existing above-ground pitless will be removed from its present location, the hole in the casing plugged, and the pitless reinstalled five feet below grade, as indicated on the plans.

A 1.25" IPS, 200-PSI HDPE well supply line will convey the well water underground, as indicated on the plan sheets to a proposed 16'x24' above ground pump station building. An appropriately sized power conduit and electrical wire will be installed underground between the pump station and well to provide power to the well pump from the pump station. The station power is single-phase, 120/230-volt. Telephone service for an alarm system or auto-dialer is also provided.

The well pump activation will be controlled by a variable frequency drive (VFD), "Intellidrive" by Pentek Corp. This system includes a pressure transducer (PT), pressure relief blow-off (BO) valve, and small bladder tank. The VFD adjusts the electrical frequency of the well pump power supply between 30 and 60 Hertz, which speeds up and / or slows down the speed of the well pump based on system demand. The pressure transducer senses the well system pipe pressure and communicates with the Intellidrive's VFD, to maintain a pre-set system pressure between 60 - 70 PSI.

The pump station is to be constructed of wood framing on top of a concrete footing, foundation, and floor slab. The pump station building will be completely above grade with a proposed finished floor elevation of 184.00. The pump station will include an electrical overhead heating unit and floor dehumidifier. A minimum 367 cubic feet per minute (CFM) exhaust fan and automatic air intake louver will activate based on a thermostat and manual switch to provide the required six air changes per hour. A single door 30 inches wide x 6'-8" tall is proposed to accommodate personnel entrance into the pump station. A manual rollup garage door, 8' wide by 8' high is proposed to accommodate deliveries of salt for brine, and will allow a means to install the two atmospheric storage tanks.

An underground 1,000-gallon liquid propane gas (LPG) tank will supply full for an emergency backup power generator. A floor drain in the center of the pump station will discharge to daylight onto the ground surface outside of the pump station, and a backwash line through the floor and leach pit has been designed to accommodate backwash water from water softener.

Once the 1.25" HDPE raw well water supply line enters the pump station building up through the floor slab, it will transition into a 1" PVC vertical line, which will include a raw water sample tap, and a 1" totalizer meter. Following the 1" totalizer meter, the 1" PVC well supply line will bend horizontally and include a pressure gauge, small bladder tank, pressure relief valve, pressure transducer (for well control), before connecting to a sediment filter with hose drain with vacuum breaker, as well as a normally-closed sediment filter by-pass line. The 1" PVC filter outlet includes a pressure gauge, sample tap, and check valve.

A pressurized 1" PVC treated water line will connect to the well supply line to facilitate backwashing of water softener vessels with clean treated water from the storage tanks and booster pumps. Following the treated water tee, the 1" PVC well supply line will include a hose drain with vacuum breaker and ball valve, and will then be connected to the inlet of the cation exchange water softeners with 2 cubic feet of Purolite strong acid cation gel resin per vessel to reduce Iron & Manganese. Fleck 2510 control heads are proposed to backwash and regenerate the softeners at predetermined intervals. The backwash rate will be limited to 6 GPM by a flow control orifice located on the softeners' 1" PVC backwash discharge piping. The treated water outlet piping from the softeners will include a sample tap, a pressure gauge, and hose drain with vacuum breaker. The pressure gauges and sample taps on both sides of the softeners and sediment filter will facilitate monitoring of headloss and treatment efficiency, respectively, across the softener and sediment filter.

Controls inside the pump station will actuate a normally-closed motorized ball valve. MBV-2 is located on the 1" PVC treated well water supply line prior to two atmospheric storage tanks. When the level of water in the storage tanks drops due to water demand, a level sensor (LT) on the storage tanks will cause MBV-2 to open. This will allow water to flow from the pressurized well supply line, which will drop the well system pressure, and activate the Intellidrive VFD to activate the well pump to maintain the preset well system pressure. This will cause well water to flow through the sediment filter and softener, and into the storage tanks. When the storage tanks' water level is satisfied, the tanks' level control will close MBV-2, which will cause the well pump system pressure to build, and the Intellidrive VFD will deactivate the well pump. The well pump flow rate is proposed to be limited by a 10-GPM flow control orifice located just prior to MBV-2. An emergency chlorine injection plug is proposed prior to the flow control orifice.

A 120-volt twist-lock power receptacle, interlocked with MBV-2, is proposed to be installed proximal to the emergency chlorine injection plug, to facilitate a future chlorination pump interlock, if required. A sample tap is proposed following MBV-2, and then the 1" PVC treated well water line will run upward and across the tops of the storage tanks, and tee into two 1" PVC lines directed downward that will feed both tanks through a top flat vertical penetration. The softener control head will include electrical dry contacts to facilitate communication with the main control panel, to provide an electrical interlock with MBV-2. The dry contacts will activate upon a backwash cycle, signaling to the control panel, which will cause MBV-2 to close, to deactivate the well pump. The control panel will then open a normally-closed motorized ball valve (MBV-1) on the treated water supply piping. In backwash mode, the softener control head will prevent water from leaving the treated water outlet piping from the softener, and instead direct the backwash water out through the backwash piping. Once the backwashing vessel returns to service, the backwash signal will terminate, the control panel will cause both MBVs to return to their normal positions, and the well pump will free to re-activate.

Dual 2,500-gallon above-ground 86" diameter x 119" tall polyethylene atmospheric water storage tanks on the floor inside the pump station. This 5,000 gallons of total storage will provide the two days of atmospheric storage required in the Guidelines with one source well. The tanks include a 16" manway with lid, an overflow pipe, vent, and a 1" PVC level transducer line connecting the tanks near their bottoms. This line includes a ball valve on both sides of a level transducer (LT), which will communicate with the main control panel to monitor the tanks' water level, to provide the well pump control via MBV-2. This will allow either tank to be valved off for inspection or maintenance, while leaving the second tank in service, without needing to modify any level controls. Under normal operation, both tanks will be active in parallel configuration, and the 1" PVC level transducer line connecting both tanks will also allow for equalization of the tanks' water level, in the event that one tank may fill slightly more or less than the other. A 2" PVC booster pump suction line header near the bottom of the tanks will draw water equally from both tanks through individual 2" PVC suction lines, and will feed two Goulds vertical booster pumps in parallel, which will operate in a lead-lag configuration, alternating between starts. The lead pump is proposed to activate at a system pressure of 50 PSI, the lag at 45 PSI, and both pumps will shut off at 70 PSI. Each booster pump will be capable of delivering the full-build site's estimated 38-GPM peak flow rate. Two bladder tanks are proposed to accommodate the 50-70 PSI pressure range. No distribution flow meter is proposed.

Two 2" fill / drain ports are proposed on the suction line as well as one on the pressurized distribution line to facilitate emergency fill or flushing. No irrigation or fire protection demand has been included in this public water system design. The 2" PVC booster pumps discharge header will pass by two bladder tanks, and then connect to a vertical 2" PVC, which will transition into a 4" C-900 PVC 200-PSI distribution line down through the floor, then laterally beyond the exterior of the pump station, where it will run underground a distribute water throughout the development in a looped 4" C-900 PVC water distribution system. We provided for two intermediate gate valves in the distribution system, and two at the one tee location. We also provided for a flushing port at the extreme end of the looped system, with gates valves on both legs so that directional flushing can be completed in the distribution system.

The pump station includes a telephone line for an alarm system or autodialer. Alarms will include storage tank high and low level warnings, low level booster pump shut down, and low distribution system pressure, as indicated in the "Pump Station Equipment & Controls Operation and Maintenance Specifications".

APPROVAL AND REQUIREMENTS

MassDEP hereby **approves** the pumping test final report for the Garrison Place bedrock well. MassDEP **approves** the bedrock well for a daily withdrawal volume of 2,400 gpd (equivalent to a pumping rate of 1.67 gpm); this is the maximum amount that may be withdrawn from the well in any day. Based on the approved pumping rate, the **Zone I** protective radius for the well is 157 feet, and the **Interim Wellhead Protection Area (IWPA)** has a radius of 453 feet.

MassDEP hereby **approves** the design of the permanent pumping facilities for the Garrison Place Bedrock Well, as set forth in the September 2017 submittal by Provencher Engineering.

The approvals granted in this letter do not relieve the proponent of the requirement to obtain any other permit or approval that may be necessary for establishing the bedrock well as a permanent water source.

This New Source Approval is good for 5 years. If the proponent has not begun construction of the permanent pumping facilities within 5 years of the date of this letter, the approval will be considered to have lapsed. After that, MassDEP will require portions of the New Source Approval process to be conducted as it deems necessary before granting a new approval — this will likely include requirement of another pumping test to provide updated water quality data.

Pursuant to MassDEP's authority under 310 CMR 22.04(7) to require that each supplier of water operate and maintain its system in a manner that ensures the delivery of safe drinking water to consumers, this permit is made subject to the following conditions:

1. **Changes/Modifications:** If there are any changes made to the approved plans or specifications, the proponent must obtain the prior written approval of MassDEP. Any such changes made without prior approval shall constitute a violation of the "Regulations"

which may result in legal actions by MassDEP including revocation of this permit, criminal prosecution, court imposed penalties or civil administrative penalties assessed by MassDEP.

2. **Approved Withdrawal Volume:** Production from the well may not exceed the daily withdrawal volume of 2,400 gpd during any day.
3. **Final Inspection:** A Request for a Final Inspection shall be submitted to this office in accordance with MassDEP Policy 88-19 and the Guidelines.
 - a. The request shall include a Determination of Compliance prepared by the consulting engineer or water system representative that inspected the work that certifies the following:
 1. that the facilities are fully operational, tested, and ready to be placed on line,
 2. that the work was completed in accordance with MassDEP's approval,
 3. that all conditions of the approval letter have been met,
 4. that any chemicals meet the requirements of the Guidelines,
 5. that all materials, equipment and technology have received approval for use in drinking water,
 6. that the operations and maintenance procedures have been prepared and are available,
 7. the operators have been trained and are ready to begin operating the facilities,
 8. that all alarms have been tested and are operating properly.
 - b. A copy of the punch list and water quality reports shall also be provided with request.
 - c. After a review of the letter and the sample results, MassDEP will then contact the applicant to arrange a final inspection if MassDEP determines such an inspection is necessary.
 - d. During the final inspection, the applicant shall demonstrate the proper operation of the facilities and equipment, with the facility running to waste.
 - e. The applicant shall not pump the water from the bedrock well into the water distribution system until MassDEP grants its Final Approval.

4. **Protection of Source During Construction:** The applicant will implement appropriate measures to protect the well during construction. Such measures may include restrictions on storage of hazardous materials and location of refueling. Additionally, there shall be no application of fertilizers or pesticides within the Zone I area.
5. **Operation and Maintenance:**
 - a. An Operations & Maintenance (O&M) Manual shall be prepared in compliance with DWP Policy 93-02; the manual shall be available at the pump station at the time of final inspection and at all times after the well is approved to go on-line by MassDEP.
 - b. The O&M Manual shall include a stand-alone schedule of inspections, testing, and preventative maintenance recommendations shall be provided for all the components of the facilities. That schedule shall incorporate the recommendations of the equipment manufacturer(s) and the design engineer.
 - c. The O&M Manual shall include annual or more frequent performance evaluation of all alarms and signals.
 - d. Once the O&M manual has been prepared in accordance with these requirements, the applicant shall operate the facilities in accordance with the procedures and complete all recommended maintenance and inspections.
6. **Disinfection:** Water in the completed facilities, to include any and all wells, treatment units, piping, and equipment shall be absent of coliform bacteria prior to being placed into service. Prior to being placed in service, all facilities as described above shall be disinfected in accordance with applicable AWWA standards. To determine adequate disinfection, samples from the completed facilities, to include all treatment units, shall be collected and analyzed for coliform bacteria; samples shall be free of any coliforms to demonstrate adequate disinfection. The samples shall be collected no earlier than seven calendar days prior to when the facilities are to be placed on line. All samples shall be collected in accordance with good operating practices and analyzed by a laboratory certified by MassDEP for the analysis of coliform bacteria. All lab reports shall be prepared on MassDEP approved forms. Copies of the laboratory analysis shall be provided to MassDEP for review and approval prior to the final inspection.
7. **Maintenance of Records:** The public water supplier shall maintain a copy of this letter, and a copy of the approved plans and specifications, for as long as the facilities described herein are in service.
8. **Ownership/Control of Zone I:** Brendon Properties, LLC, intends to transfer much of the property to the Town of Carlisle for use as open space land, including most of the Zone I protective radius around the well. Brendon Properties is retaining a Perpetual Right and "Zone I and Water Supply" Easement to protect the portion of the Zone I that is being

transferred. The draft Quitclaim Deed for the land transfer states that the land is being transferred to the Town for "conservation, agricultural and passive recreation purposes only." MassDEP does not allow agricultural activities in a Zone I that involve application of chemicals (fertilizer, herbicides, pesticides, etc.) or livestock grazing. MassDEP has allowed haying in a Zone I, provided that no chemical applications are made and the mowing equipment is stored outside the Zone I. The Quitclaim Deed must be revised to prevent agricultural activities other than haying within the Zone I and Water Supply Easement.

9. **Adequate Capacity:** MassDEP Regulations at 310 CMR 22.04(1)(a)3 require that the public water system shall demonstrate to MassDEP's satisfaction that it has the technical, managerial, and financial capacity to operate and maintain the public water system in compliance with 310 CMR 22.00 and each National Primary Drinking Water Regulation in effect at the time of MassDEP's determination and in effect in the foreseeable future.

Prior to final approval the Garrison Place public water system will be required to provide an escrow agreement (Water Reserve Account) to demonstrate the ability to finance the operation, maintenance, repair, and replacement in the event of an emergency and on a long term basis. The escrow agreement shall provide an itemized cost estimate of construction and operation and maintenance of the public water system components, including but not limited to, the pump house, the treatment facility, and appurtenant structures, to provide the basis for the escrow agreements for repair and maintenance.

An Asset Management Worksheet (Excel template) is available on MassDEP's website to assist with the asset listing and an annualized cost basis for the escrow account:

<http://www.mass.gov/ced/agencies/massdep/water/drinking/water-systems-ops.html>

Upon the establishment and funding of the "Water Reserve Account", Garrison Place is determined to have adequate Capacity. Brendon Properties (or the home owners association) will continue to fund the "Water Reserve Account" on an annual basis. The account will be verified during the Sanitary Survey process.

10. The Garrison Place public water system shall have the treatment building inspected by a certified cross connection control inspector and shall install backflow prevention components, as necessary, as determined by the inspector. Backflow prevention devices installed shall be inspected as required by 310 CMR 22.22.
11. Garrison Place shall not conduct emergency chlorination of the system as described in the application without written approval by the Department.

12. The vertical space above the water storage tanks shall be sufficient to provide access for inspecting and cleaning of the water storage tanks. Garrison Place shall adhere to safety regulations when developing procedures for maintenance and cleaning of the water storage tanks.
13. All wet materials using in construction shall conform to NSF 61 Standards.
14. The facility shall be fitted with a flow rate indicating and totalizing meter as required in Section 7.4 of the Guidelines.
15. Garrison Place shall obtain a UIC registration from the Department for the discharge of brine waste to the ground. For more information contact Joe Cerutti at 617-292-5859.
16. An alarm system shall be installed as described in the application. Alarms shall be tested as required in the Guidelines and as recommended by the manufacturer. Alarms shall notify system personnel immediately in order to address any system malfunctions or emergencies.
17. Tank overflows and vents shall be screened to prevent insects from getting into the storage tanks.
18. An emergency generator that is sized to operate the pumping and treatment facilities shall be installed and maintained in accordance with manufacturer's recommendations. The emergency generator shall provide for the uninterrupted operation the treatment building and the pump station, when called upon.
19. Brine solutions shall be stored on containment of not less than 110 percent of the total volume of the tanks.
20. The Guidelines recommend that ion systems be limited to applications in which the iron and manganese concentrations are below 0.3 mg/L. The engineer has certified that the system is capable of reducing concentrations of iron and manganese below secondary concentrations. The engineer provided supporting documentation to support this assertion. The Department reserves the right to require additional treatment should the installed system fail to reduce manganese concentrations to below secondary levels.
21. At no time shall the system discharge water that exceeds 0.3 mg/L of manganese.