

Brem-084-10.21.2014

RECEIVED
OCT 21 2014

TOWN CLERK-CARLISLE
CHARLENE M. HINTON

**100 LONG RIDGE ROAD CONDOMINIUM
CARLISLE, MA
PROPOSED CONDOMINIUM PROVISIONS RELATIVE TO
WATER LINES AND WELLS
(PRIVATE WATER SUPPLY)**

The Master Deed (A), Condominium Trust (B), and Unit Deed (C) will contain the following provisions. These provisions will be included in the original condominium documents; therefore, the ownership will be vested in the appropriate SubPhases at inception.

A. The Master Deed shall contain the following provisions:

Paragraph 6: Description of Common Areas and Facilities:

Paragraph 6D of the Master Deed:

D. All conduits, chutes, ducts, shafts, plumbing, wiring, and other facilities for the furnishing of utility services or waste removal which may serve the condominium as a whole and are not part of a Unit as set forth above together with an easement of access thereto for maintenance, repair and replacement. The SubPhases will have the exclusive rights and easements for the water lines and private water wells which are more specifically set forth in this Master Deed.

6.1 SubPhases:

For purposes of this Master Deed and the Declaration of Trust, and any Rules and Regulations promulgated thereunder, there will be eight (8) SubPhases known as SubPhases A-I which are created exclusively to manage the wells for the respective SubPhases. SubPhase A will consist of Units 1-2. SubPhase B will consist of Units 3-4. SubPhase C will consist of Units 5-6. SubPhase D will consist of Units 7-9. SubPhase E will consist of Units 10-11. SubPhase F will consist of Units 12-13. SubPhase G will consist of Units 14-16. SubPhase H will consist of Units 17-19. SubPhase I will consist of Unit 20. The Common Areas and Facilities attributable to the SubPhases as set forth above shall be exclusively responsible for the maintenance, upgrade, and replacement of the well which serves it including, but not limited to budgetary, maintenance and other purposes, as set forth as follows: the private water supply and any and all conduits, ducts, pipes, wires, meters and other installations associated with the private water supply which exclusively serves the SubPhase without veto control by the Master Condominium Association. Furthermore, each SubPhase shall have the right to repair, maintain and move the well to any common area including exclusive use areas, and this right supersedes

any rights of the Condominium Association, Unit Owners, and Mortgagees of record including any and all common land and/or exclusive use or limited common areas. There shall never be more than twelve (12) bedrooms allowed in any SubPhase.

B. The Declaration of Trust shall provide the following provisions:

Section 3.1 entitled "Number of Trustees."

3.1.1 Number of Trustees in SubPhases A-I; Term of Office; Vacancies. With regard to SubPhases A-I, each SubPhase shall appoint the number of Trustees as there are Units in the Phase (A=2, B=2, C=2, D=3, E=2, F=2, G=3, H=3, I = 1). The Unit Owner(s) of the respective SubPhase of the Condominium shall elect pursuant to the provisions hereunder, the number of Trustees set forth herein; provided however that there will be one initial Trustee for each SubPhase and that shall be the Declarant or Declarant's assignee until such time as all Units within a SubPhase have been conveyed to unit purchasers or seven (7) years following conveyance of the first unit conveyed within the SubPhase (the "Original SubPhase Trustee"). The term of office of the Trustees elected or appointed to fill the vacancy of the Original SubPhase Trustee shall be three (3) years. The term of office of the SubPhase Trustees elected to fill the vacancies of the original SubPhase Trustees or the successors to the SubPhase Trustees due to resignation or disqualification shall be for the period until the annual meeting of the Master Condominium Unit Owners immediately succeeding their election and until their successors have been elected and qualified. SubPhase Trustees are not precluded from serving as Trustees on the Condominium Trust and Condominium Trustees are not precluded from serving as SubPhase Trustees.

Section 3.3 entitled "Resignation and Removal."

3.3.1. Resignation and Removal SubPhase Trustees. If and whenever the number of such SubPhase Trustees elected and/or appointed by the respective SubPhase Unit Owners shall become less than the required number, a vacancy in said office shall be deemed to exist. Each such vacancy shall be filled by an instrument in writing setting forth: (a) the appointment of a natural person (except for the Declarant) to act as such SubPhase Trustee signed (i) by SubPhase unit owners who shall certify under oath that SubPhase Unit Owner(s) entitled to not less than fifty-one percent (51%) of the beneficial interests of the SubPhase have voted to make such appointment; or (ii) the election of a natural person to act as SubPhase Trustee as set forth hereunder; and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment for this vacancy must be determined exclusively by the Sub Unit Owners. If for any reason any vacancy in the office of SubPhase Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a SubPhase Trustee to fill such vacancy may be appointed by any Court of competent jurisdiction upon the application of any Unit Owner or Trustee and notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the Court may direct that notice be given. The resignation and removal of SubPhase Trustees shall follow the procedure outlined in the Condominium Trust.

Section 3.5 entitled "Trustee Action."

3.5.1 Trustee Action for SubPhases. In all matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred to the SubPhase Trustees, namely the maintenance, repair and replacement of the SubPhase specific private water system, shall be exercised by the sole respective Trustees of the respective SubPhase by majority vote.

Section 5.1 entitled "Powers and Duties of the Trustee(s)."

5.1.1 Powers and Duties of the SubPhase Trustees. The SubPhase Trustees for each respective SubPhase where appropriate, shall have the sole technical, financial and managerial responsibilities for the administration of the affairs of the well and private water serving the respective SubPhase of the condominium.

5.1.2 Limitations on the Powers of the SubPhase Trustee: The SubPhase Trustee for each respective SubPhase shall have the sole power to direct the Trustees of the Master Condominium to add charges to the monthly maintenance fees of the Unit Owners of each respective SubPhase for costs associated with operation of that SubPhase's water supply and said fees shall be common expenses of the respective SubPhase. The SubPhase Trustee for each respective SubPhase shall recommend assessments for unplanned maintenance and or repair of that SubPhase's water supply when needed. Upon a majority vote of at least fifty-one percent (51%) of the Unit Owners of the respective SubPhase, the assessment will be authorized for the Condominium Trustees to collect and the specified work to be carried out. In the case of emergency repairs for which it is not feasible for the SubPhase Unit owners to take a vote, the SubPhase Trustee may authorize the assessment and the work to be carried out. Either the Condominium Trustees as set forth in the Condominium Trust or the SubPhase Trustees shall have all rights under Section 6 of Chapter 183A with regard to unpaid water liens or assessments on a Unit, and those liens and assessments are solely designated for the respective SubPhase.

Section 5.2 entitled "Maintenance and Repair of Units; Trustee Access to Units."

5.2.1. Water Supply Maintenance. Notwithstanding anything to the contrary herein, the SubPhase Trustees shall have the following SubPhase specific technical, financial and managerial responsibilities relative to the SubPhase specific to the private water supplies. The SubPhase Trustees shall be responsible for the maintenance, upgrade and replacement, as well as all technical, financial and managerial responsibilities for the respective SubPhase relative to private water supply maintenance associated with the private water supply which exclusively serves the SubPhase. The cost of the same shall be a SubPhase-specific Common expense attributable to the Unit Owners of respective SubPhase. The SubPhase Trustees shall be responsible for the periodic testing of the wells pursuant to the state and local rules and regulations.

Section 5.5 entitled "Reserves and Working Capital."

5.5.1 Reserves SubPhases. In addition to the reserve funds described above, there shall be separate SubPhase specific reserve accounts maintained by the respective SubPhase Trustees for periodic maintenance, repair and replacement of the SubPhase specific private water supplies, if deemed necessary by the SubPhase Trustees. These funds may be maintained in conjunction with

the Master Condominium but shall be segregated and controlled by the respective SubPhase Trustees.

Section 5.8 entitled "Improvements to the Units and Common Elements."

5.8 (D) Improvements to the SubPhases. The cost of any such improvement to Common Areas and Facilities directly attributable to water supply of the respective SubPhase, as such Common Areas and Facilities are defined in the Master Deed, shall be a SubPhase-specific Common expense attributable to the Unit Owners of respective SubPhase.

Section 10 entitled "Waiver SubPhases."

Section 10 Waiver SubPhases. In matters governing the private water supply which are, by the terms of this Trust and the Master Deed, SubPhase specific, only the SubPhase Trustees elected solely by the Unit Owners of the SubPhase in which the Unit Owner resides shall have the authority to waive any provision of this Trust. The SubPhases have authority to move, relocate, dig, service, and maintain any wells in any location over the common lands that the SubPhase Trustees deem necessary without consent of the Condominium Trustees, Unit Owners, or any Mortgagees of record.

C. The Unit Deed shall contain the following provisions:

The Grantee understands that the Condominium has a Master Phase and individual SubPhases and by accepting delivery of this deed, Grantee understands the requirements of Grantees SubPhase including the maintenance requirements relative to the SubPhase water supply and wells.

The Unit is subject to the restriction that each Unit Owner will maintain membership in SubPhase ___ in the 100 Long Ridge Road Condominium Trust and will be subject to and with the benefit of the terms and provisions thereunder including, but not limited to, the maintenance, upgrade and replacement of the well and water lines which serve this respective SubPhase.