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**CARTER WAY HOME OWNERS ASSOCIATION AGREEMENT**

I. (A) Creation of Home Owner's Association.

The undersigned, Habitat for Humanity of Greater Lowell, Inc., (HFHGL), a Massachusetts non-profit corporation with a usual place of business at 66 Tadmuck Road, Suite 5, Westford, Massachusetts, being the sole owner of the land with the buildings thereon located at 130 North Road, Bedford, Massachusetts, further described in Exhibit "A" which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Agreement, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, does hereby state it proposes to create, and does hereby create, the Carter Way Home Owner's Association (CWHOAO) with respect to the Subject Property, to be governed by and subject to the provisions of this document and town, state and federal regulations.

(B) Home Owner's Phasing.

HFHGL shall develop the subdivision per a plan recorded on even date, with the Middlesex South District Registry of Deeds entitled "Definitive Subdivision in Bedford, Massachusetts Prepared for HFHGL" prepared by: Summit Engineering and Survey, Inc., 8 Wheelock Street, Oxford, Massachusetts (the "Plan"), to which plan reference is hereby made. The recorded Plan shall be referenced by Book and Page as recorded with the Middlesex South District Registry of Deeds on the individual recorded deeds of the eight proposed home lots. The Plan creates Carter Way. All of the eight lots on the Plan will have Carter Way addresses.

(C) Description of Land.

The premises which constitute the Subdivision consist of the land described in Exhibit "A" and as shown on the Plan. The CWHOAO is charged with the maintenance and upkeep of the common areas as depicted on the Plan. The CWHOAO is subject to all of the restrictive covenants and easements of record as well as Town Bylaws, Orders of Condition, etcetera (see Exhibit "A").

(D) CWHOAO Charter

The CWHOAO will determine the maintenance needs of property located in the common areas of the subdivision (Carter Way [the roadway], the water culvert, the paved bus stop area on the corner of North Road and the area depicted as 10 Carter Way on the above referenced Plan), this includes lawn and grassy area upkeep, snow removal, etcetera. This means either the association retain or hire outside contractors or agree among themselves who will be responsible for which tasks associated with the care and maintenance of the common areas.

The CWHOAO will determine if and when officers should be elected and what role they will fill if and when they are so chosen.

Each property owner within the subdivision will be a member of the CWHOAO. Each member

Property Address: 130 North Road, Bedford, MA

Return to: Law Office of Peter J. Mullin  
P.O. Box 2507  
Lowell, MA 01851



will have a 1 vote voting right in the association. HFHGL will hold the voting rights of non-developed or conveyed properties.

Five votes shall constitute a majority of the CWHO A for voting purposes.

The CWHO A may from time to time, amend association documents to meet their changing needs, subject to town, state and federal regulations. Amendments to this document shall be recorded with the Middlesex South District Registry of Deeds.

The CWHO A will meet as often as necessary to carry out its business, but at a minimum once each quarter.

Minutes will be taken at these meetings and will be stored by a member selected by a majority of the CWHO A and made available for member viewing.

The CWHO A will establish an escrow account and each member will pay in an equal amount to this account each month. Funds from the escrow account will be used for the maintenance and upkeep of all common areas and may be used to cover other cost associated with the business of the association and its interest.

The members of the CWHO A may develop written operational procedures and develop other association rules (for example: parking restrictions on the common areas, other uses restricted or expressly allowed on common areas, etcetera) as a majority of the association members see a need for such formalities. (HFHGL highly recommends that the CWHO A establish written operational procedures and rules governed by, but separate from this document).

The CWHO A may be dissolved if and when the Town of Bedford, Middlesex County, Massachusetts makes Carter Way, and the land depicted on above referenced Plan as 10 Carter Way, public (town) property.

## II. (A) Habitat for Humanity of Greater Lowell, Inc. Reserved Rights

HFHGL hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending two (2) years next after the date on which the final property is conveyed to a private owner by HFMGL, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon, over and to the Common Areas and Facilities of the subdivision for all purposes including, but not limited to, transportation of construction materials in order to complete construction work on the property, provided that in the exercise of the rights reserved by HFHGL in this paragraph, HFHGL will not unreasonably affect the use and enjoyment of the Common Areas and Facilities. Nothing in this paragraph shall be deemed to create any rights in the general public. HFHGL reserves the exclusive right to grant easements over, under, through and across the Common Areas and Facilities of the subdivision including, but not limited to, the Land and all Buildings, for the purpose of installing cable television lines and other utility lines (including gas, electric, water and sewer) serving the Land and Buildings in the subdivision and such other equipment as may be necessary for the installation and operation of the same, and HFHGL reserves the right to install cable television lines and utility lines and such other equipment as may be necessary for the installation and operation of the same in any portions of the Buildings.

(B) HFHGL further reserves the right and easement over the land described above, in common with the CWHO A and the owners of homes in the same, to construct, connect to, keep, use, maintain,

repair, replace and/or renew any underground and/or above ground utility lines, conduits, pipes, poles, wires, transformers, pumps, valves, switches and any other equipment facilities reasonably necessary to provide electric, telephone, telegraph, cable television, water, drainage, sewage, gas or any other utility service to or for the benefit of land which HFHGL now owns or may own which abuts the Land described above; provided, however, that any such facilities now constructed shall be located where they are now constructed, to the extent possible, and any which may be constructed in the future shall be constructed in the manner and in a location so as not to permanently interfere with the use and enjoyment of the improvements currently located on the land described hereunder.

HFHGL further reserves the right and easement, in common with the CWHO and the home owners thereto, to use any and all roadways and walkways located upon the Land for all purposes for which roadways are commonly used in the Town of Bedford, including, without limitation, the right and easement to bring construction vehicles and equipment over any such roadways.

HFHGL further reserves the right and easement for the benefit of HFHGL or other owners of any land which HFHGL owns or may own and which is sold thereto, as well as their agents, servants, employees, contractors, workmen, work crews, successors and assigns to (a) further grant easements across the Land upon terms and conditions similar to those contained herein, to the extent reasonably necessary or convenient to further development of any abutting parcel; (b) restrict the use of certain Common Areas and Facilities located on the Land in order to facilitate construction or for purposes of safety; (c) park vehicles used in connection with construction work or sales and marketing upon the land hereunder; and (d) in general do all things necessary or desirable in order to construct and complete all the improvements located on any adjoining parcel, and to market said adjoining parcel or any portion thereof.

HFHGL further reserves the right to temporarily relocate driveways and parking areas during construction as required by the Town of Bedford.

HFHGL further reserves the right to unilaterally grant to the Town of Bedford and/or any of its Boards, Assigns and/or Designees (the "Town") any easement HFHGL deems necessary, in its sole discretion, to complete the development contemplated hereunder.

The easements described hereunder shall be deemed to run with the Land and shall burden the Land and shall obligate and inure to the benefit of the owners and occupants of the Land hereunder as well as any adjoining land thereto.

Said easements may be assigned, transferred, sold and/or conveyed by HFHGL, to any entity, including but not limited to, the owner(s) of the abutting land.

### III. Description of House Lots

Refer to the aforementioned plan.

IV. Exterior Landscaping Area

- (i) The CWHOA shall be responsible for the upkeep, maintenance, repair and replacement of any items in common areas. This includes, but is not limited to, the removal of snow and ice, as well as watering and landscaping as required.
- (ii) The CWHOA is responsible for the activities contained in the Operations & Maintenance Manual which is attached hereto and hereby incorporated herein by this reference and made a part hereof, attached as Exhibit "B".

V. Use of homes within the subdivision

(A) Homes are intended only for residential purposes; provided, however, that any home may also be used as an office but only (1) accessory to such residential use, and (2) only if and to the extent such accessory office use is permitted by applicable zoning laws, and (3) no one shall be employed in such office except residents of the Unit, no clients or business invitees shall be permitted to visit such office, and there shall be no signs in connection with such office use.

(B) No home shall be used or maintained in a manner inconsistent with the By-Laws of the Association.

(C) Notwithstanding the foregoing, until HFHGL or its successors-in-title or their nominees have sold and conveyed all of the lots, HFHGL or its successors-in-title or their nominees may use one or more homes for sales offices, models and other purposes, and may rent, lease or license homes.

(D) CWHOA property is an affordable housing, owner-occupied residential community. All rentals, leases, or licenses of homes for use of persons other than the owner and owner's immediate family may be prohibited by the Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project as recorded with the Middlesex South District Registry of Deeds at Book 54527, Page 218 and as referenced in the individual lot deeds.

(E) No home shall be used or maintained in a manner inconsistent with CWHOA Rules and Regulations from time to time adopted pursuant thereto.

(F) No home owner shall make any addition, alteration or improvement in or to any home, including Appurtenant Areas, affecting the structural elements, mechanical systems or other Common Areas and Facilities of the subdivision without prior written notice to the CWHOA specifying the work to be performed in reasonable detail, and no such work shall be performed which in the CWHOA homeowners reasonable judgment may affect the structural or architectural integrity or mechanical systems of the subdivisions without the prior written consent of the CWHOA, which



consent may contain such condition, including, without limitation, restrictions in the manner of performing such work and requirements for insurance, as in the CWHOA's judgment are reasonable and necessary. All additions, alterations or improvements to any lot, including Appurtenant Areas (whether or not affecting the structural elements, mechanical systems or Common Areas and Facilities of the Homeowners) shall be performed in compliance with all applicable laws and in a manner as not to unduly inconvenience or disturb the occupants of the CWHOA.

(G) No homeowner shall make any addition, alteration or improvement to any part of the Common Area, and the yard and landscaping thereof, without written consent of the CWHOA which consent may contain such conditions, including, without limitation, restrictions in the manner of performing such work and requirements for insurance, as in the CWHOA's judgment are reasonable and necessary. Notwithstanding the terms in this subsection, nothing herein shall prohibit a homeowner from parking private passenger vehicles in any driveway in which the homeowner has rights.

(H) Notwithstanding the foregoing, until HFHGL or its successors-in-title or their nominees, have sold and conveyed all of the lots, HFHGL or its successors-in-title or their nominees, may use one or more lots or homes for sales offices and models.

(I) All lots shall be designated as "Affordable Housing" lots and shall be constructed, marketed and sold in accordance with the Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project as recorded with the Middlesex South District Registry of Deeds at Book 54527, Page 218 and in accordance with specifications promulgated by the Town of Bedford. In the event that the homeowners shall amend the CWHOA Agreement to include therein any right of first refusal in connection with the sale of a home, such right of first refusal, with respect to the Affordable Housing Units, shall be secondary to the right of first refusal of the Town of Bedford. No instrument amending this paragraph shall be of any force and effect until the Zoning Board of Appeals of the Town of Bedford and the Massachusetts Department of Housing and Community Development approve such amendment in writing.

Said Affordable Housing Units, in addition to any covenants set forth herein, shall be bound by the terms and conditions of any deed restrictions and the CWHOA shall be subject to any provisions of the Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project as recorded with the Middlesex South District Registry of Deeds at Book 54527, Page 218 and the Storm Water Management Plan further described in Exhibit "B" which is attached hereto and hereby incorporated herein by this reference and made a part hereof. To the extent that there is an inconsistency in these Homeowners documents, including this document, said Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership will be deemed to override any provisions of the Homeowners documents and shall be the enforceable provisions.

VI. Amendment of CWHOA AGREEMENT.

(A) This Agreement may be amended by; (i) majority vote of the members of the CWHOA; and (ii) the assent of not less than fifty-one percent (51%) of the holders of first mortgages on the Units (based upon one vote for each mortgage owned) but only if such amendment would materially affect the rights of any mortgagee. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the CWHOA, who certify under oath in such instrument that the amendment has been approved by the requisite vote of homeowners and first mortgagees set forth in the immediately preceding sentence, is duly recorded in the Middlesex South District Registry of Deeds, provided, however that:

(i) No such instrument shall be of any force or effect unless and until the same has been recorded in the Middlesex South District Registry of Deeds within six (6) months after the requisite vote of the homeowners and the requisite assent of first mortgagees has taken place;

(ii) Pursuant to the provisions of the General Laws of Massachusetts, the percentage of the undivided interest of each Homeowner in the Common Areas and Facilities as expressed in this Agreement shall not be altered without the consent of all members of the CWHOA whose percentage of the undivided interest is affected, expressed in an amended CWHOA Agreement duly recorded;

(iii) No instrument of amendment which alters the dimensions of any lot shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Owner or Owners and mortgagee or mortgagees of the lots so altered;

(iv) No instrument of amendment which alters the rights of HFHGL shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by HFHGL, so long as HFHGL owns any lot in the CWHOA; and

(v) No instrument of amendment which alters this Agreement in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws shall be of any force or effect.

(B) Notwithstanding anything to the contrary herein, so long as HFHGL owns any lot in the subdivision, HFHGL shall have the right, at any time and from time to time, to unilaterally amend this Agreement to meet the requirements of any governmental or quasi-governmental body or agency including, but not limited to, the Town of Bedford, or any of its boards, bodies or agencies, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market, or any lender, or to correct typographical, mathematical, clerical or scrivener's errors, or to cure any ambiguity, inconsistency or formal defect or omission; and all Lot Owners, mortgagees, and the members of the CWHOA shall be deemed to have consented to any such amendments by HFHGL.

(ii) In the event that there are unsold lots, HFHGL shall have the same rights as any other home owner. In addition to the foregoing, HFHGL reserves the right and easement for so long as it owns such an unsold lot or home to:

(a) Lease, rent and license the use of any unsold lot or home;

(b) Use any home owned by HFHGL as a model for display for purposes of sale or leasing of homes; and

(c) Use any home owned by HFHGL as an office for HFHGL's use.

(iii) HFHGL and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the subdivision, including in or upon the Buildings and other structures and improvements forming part thereof, (excepting a lot owned by one other than HFHGL) and the Common Areas and Facilities, such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.

(iv) HFHGL and its contractors shall have 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, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as HFHGL shall deem necessary or desirable to complete the development of the project, including the development and addition to the project of future Phase(s) as permitted by Section VIII (C) and the and the development of Common Use Facilities should HFHGL elect to develop same pursuant to the rights reserved to HFHGL in this Section VIII (C). This easement shall include the right to store at, in or upon the Common Areas and Facilities temporary structures, vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the project under the provisions of any other paragraph of this Agreement or any other instrument or document, or under applicable law or regulation.

(v) HFHGL shall have the unilateral right and easement to construct, modify, or demolish Units, and other structures and improvements and all homeowners, mortgagees and the members of the CWHOA shall be deemed to have assented thereto.

(vi) Ownership of each Building, together with the Homes, Decks and all appurtenances thereto, constructed by or for HFHGL pursuant to the said reserved rights and easements shall remain vested in HFHGL who shall have the right to sell and convey the said lots as members of the CWHOA without accounting to any party (other than HFHGL's mortgagees)

with respect to the proceeds of such sales.

(vii) Except as hereinafter expressly limited as to time and the maximum number of Units which may be added to the project as part of future Phases, HFHGL's reserved rights and easements to construct and add to the subdivision additional Buildings, Units, porches and other appurtenances shall be unlimited.

(viii) The following sub-paragraphs are set forth to further describe the scope of HFHGL's reserved rights and easements under this section:

(a) **Time Limit After Which HFHGL May No Longer Add New Homes.** The HFHGL's reserved rights to amend this Agreement to add all or any portion or portions of future Phases to the project and/or to add new Homes to the Project as part of future Phases shall expire twenty-one (21) years after the date of the recording of this Agreement, provided that said reserved rights shall sooner expire upon the first to occur of the following events:

(I) The total Homes then included in the Project by virtue of this Agreement and subsequent amendments hereto pursuant to this Section reach the maximum limit allowed by law; or

(II) HFHGL shall record with the Middlesex South District Registry of Deeds an unambiguous statement specifically limiting or relinquishing its reserved rights to amend this Agreement to add additional Phases and Homes to the Project.

(b) **Location of Future Improvements.** There are no limitations imposed on the location of future Buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to HFHGL under this section.

(c) Every Owner by the acceptance of his deed to his lot hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to HFHGL's reserved easements and rights under this section.

(d) HFHGL hereby reserves the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the project and construction of the Buildings, improvements and Homes and the phasing of any of the same into the subdivision notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein so long as any such act or omission shall not be in violation of any rule of law, then in effect.



(e) All Homes shall be substantially completed prior to being added to the CWHO A. All future Phases will be consistent with the initial improvements in terms of quality of construction.

(f) HFHGL, 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 he shall determine to be appropriate or desirable, one (1) or more facilities to serve the CWHO A, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. HFHGL may turn such facilities over to the CWHO A for management, operation and maintenance and the CWHO A members shall accept responsibility for such management, operation and maintenance. Nothing contained in this section, however, shall in any way obligate HFHGL to construct, erect or install any such Common Use Facility as part of the project development.

(g) Until HFHGL or its successors-in-title or their nominees have sold and conveyed all of the Homes in all Phases, HFHGL and its successors-in-title and their nominees may use one (1) or more of the lots or homes for sales offices, marketing functions and models.

(h) HFHGL further reserves the right and easement over the Land described above, in common with the CWHO A and the Owners of Lots in the same, to construct, connect to, keep, use, maintain, repair, replace and/or renew any underground and/or above ground lines, conduits, pipes, poles, wires, transformers, pumps, valves, switches and any other equipment facilities reasonably necessary to provide electric, telephone, telegraph, cable television, water, drainage, sewage, gas or any other utility service to or for the benefit of Land which HFHGL now owns or may own which abuts the Land described above; provided, however, that any such facilities now constructed shall be located where they are now constructed, to the extent possible, and any which may be constructed in the future shall be constructed in the manner and in a location so as not to permanently interfere with the use and enjoyment of the improvements currently located on the Land described hereunder.

HFHGL further reserves the right and easement, in common with the CWHO A and the Home Owners thereto, to use any and all roadways and walkways located upon the Land for all purposes for which roadways are commonly used in the Town of Bedford including, without limitation, the right and easement to bring construction vehicles and equipment over any such roadways.

The right and easement of HFHGL or other owners of any land which HFHGL owns or may own and which is sold thereto, as well as their agents, servants, employees, contractors, workmen, work crews, successors and assigns, to (a) further grant

easements across the lands upon terms and conditions similar to those contained herein, to the extent reasonably necessary or convenient to further development of any abutting parcel; (b) restrict the use of certain Common Areas and Facilities located on the Land in order to facilitate construction or for purposes of safety; (c) park vehicles used in connection with construction work or sales and marketing upon the land hereunder; and (d) in general do all things necessary or desirable in order to construct and complete all the improvements located on any adjoining parcel, and to market said adjoining parcel or any portion thereof.

The easements described hereunder shall be deemed to run with the Land and shall burden the Land and shall obligate and inure to the benefit of the Owners and occupants of the Land hereunder as well as any adjoining land thereto.

Said easements may be assigned, transferred, sold and/or conveyed by HFHGL, to any entity including, but not limited to, the owner(s) of the abutting land.

HFHGL also reserves the right to assign, transfer, sell and/or convey, in whole or in part, the rights of HFHGL ("HFHGL Rights") set forth in this Agreement, including, but not limited to, the right to build one (1) or more phases and all HFHGL Rights associated with the same.

#### VII All Lots / Homes Subject to the Carter Way Home Owners Association Agreement

All present and future Owners, visitors, servants and occupants of homes shall be subject to and shall comply with, the provisions of this Agreement as the same may be from time to time amended, and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit "A" hereto insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into occupancy of any home shall constitute an agreement that the provisions of this Agreement as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit "A" hereto and the Lot Deed, are accepted and ratified by such Owner, visitor, 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 Lot / Home as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement thereto.

#### VIII Federal Home Loan Mortgage Corporation; Federal National Mortgage Association.

Notwithstanding any provisions in these documents, HFHGL for itself, and its successors and assigns reserve the right to transfer any and all right associated with HFHGL hereunder, sell, transfer or otherwise convey any of the rights associated with the same hereunder to a successor so long as said instrument is executed and duly recorded in the Middlesex South District Registry of Deeds.

IX. Invalidity.

The invalidity of any provision of this Agreement shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event, all of the provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein.

X. Waiver.

No provision contained in this Agreement 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 which may occur.

XI. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provisions hereof.

XII. Conflicts.

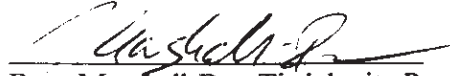
This Agreement is set forth to comply with the requirements of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said laws, the provisions of said laws shall control.

XIII. Continuing Obligations of the CWHO.

Reference is made to the Town of Bedford Planning Board Special Permit and Certificate of Action Relative to the Bedford Habitat Development dated May 5, 2008, and recorded with the Middlesex South District Registry of Deeds at Book 49057, Page 244 (the "Special Permit"). Reference is also made to the Order of Conditions DEP File No. 103-0646 dated February 13, 2008, issued by the Bedford Conservation Commission and recorded with said Registry of Deeds at Book 50927, Page 200 (the "Order of Conditions"). The Home Owners shall be subject to and bound by the terms and conditions of the Special Permit and Order of Conditions. Further, to the extent that there is a continuing obligation set forth in either of these documents, these obligations, once any of the site work which has been constructed by HFHGL for the same, shall be that of the CWHO.

EXECUTED as an instrument under seal this 29<sup>th</sup> day of June, 2010.

HABITAT FOR HUMANITY  
OF GREATER LOWELL, INC.

  
By: Marshall-Ben Tisdale, its President

\*\*\*\*\*

COMMONWEALTH OF MASSACHUSETTS


MIDDLESEX, ss:

June 29, 2010

On this 29<sup>th</sup> day of June 2010, before me, the undersigned notary public, personally appeared Marshall-Ben Tisdale, proved to me through satisfactory evidence of identification, which was Massachusetts drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as President of HFHGL, Inc



PETER J. MULLIN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
September 14, 2012

  
Peter J. Mullin, Notary Public  
My Commission Expires: September 14, 2012



## EXHIBIT "A"

Incorporated by reference into and made a part of the Carter Way Home Owners Association Agreement, Bedford, Middlesex County, Massachusetts.

### DESCRIPTION OF LAND

The premises which constitute the Homeowners consist of the following described land in Bedford, Middlesex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

Beginning at a point on the westerly side of North Road, so-called, the line runs by land of Cloutier westerly, three hundred (300) feet, more or less; southerly by land now or formerly of Kazarian, twenty (20) feet, more or less; southwesterly by land now or formerly of Kazarian, two hundred ninety-five (295) feet, more or less; southerly by land now or formerly of Frost, two hundred twenty-five (225) feet, more or less; easterly by land now or formerly of Frost and Brooks, two hundred ten (210) feet, more or less; northerly by land now or formerly of Chen, one hundred (100) feet, more or less; westerly by land now or formerly of Hill, one hundred twenty-five (125) feet, more or less; easterly to said North Road, by said land of Hill, two hundred forty-two and 17/100 (242.17) feet, more or less; and northerly by said North Road, two hundred fifty (250) feet, more or less, to point of beginning.

Containing approximately 3 and ½ acres of land.

Excepting from the above conveyance a strip of land twenty (20) feet wide, bounded northerly along land now or formerly of Cloutier, approximately three hundred (300) feet, more or less; westerly by land now or formerly of Kazarian, twenty (20) feet; southerly by land now or formerly of Bertha Marie Carson and Edward S. Nahigian, three hundred (300) feet; easterly by North Road, twenty (20) feet. Containing 600 square feet, more or less.

Meaning and intending the premises conveyed to HFHGL by deed of Kathleen Jung and William G. Shields, dated February 28, 2007, and recorded with the Middlesex County (Southern District) Registry of Deeds at Book 49057, Page 244.

Subject to the terms and conditions of an Order of Conditions recorded at Book 50927, Page 200, to the extent the same remain in force and effect.

Subject to the terms and conditions of a Comprehensive Permit recorded at Book 51137, Page 35, as amended by decision recorded at Book 53653, Page 237, to the extent the same remain in force and effect.

Subject to the terms and conditions of any deed restrictions and the Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project as recorded with the Middlesex South District Registry of Deeds at Book 54527, Page 218

Subject to the Town of Bedford Storm Water Management Plan attached as Exhibit B.

Exhibit "B"  
Storm Water Management Plan

# Operations & Maintenance Manual

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Parcel 35-008

**Habitat - Bedford**

**130 North Road**

**Bedford, MA**

**PREPARED FOR:**

**Habitat for Humanity of Greater Lowell**

**P.O Box 1783**

**Lowell, MA 01853**

**PREPARED:**

**July 23, 2007**

## **Preface:**

The goal of this manual is to improve water quality by initiating performance standards for the operation and maintenance of storm water management structures, facilities, and recognized practices. The storm water performance standards are set up to meet the statutory and regulatory authorities of the Department of Environmental Protection, including the Wetland Protection Act, surface water discharge permits under the Clean Waters Act, the 401 certification program for fill in wetlands, and the 401 certification of federal permits based on the water quality standards.

The local Conservation Commission and the Department of Environmental Protection are responsible for ensuring the protection of wetlands through the issuance of permits for activities in flood plains and in or near wetlands, per the Wetlands Protection Act, MGL c.131 s. 40. Proposed work within a resource area or a one hundred (100') foot buffer zone requires an order of conditions.

Resource areas include freshwater and coastal wetlands, banks, beaches and dunes bordering on estuaries, streams, ponds, lakes or the ocean; lands under any of these bodies of water; land subject to tidal action, coastal storm flowage or flooding.

The discharge of pollutants to water of the Commonwealth without a permit is prohibited under the state Clean Waters Act, MGL c. 21, ss 26-53. Storm water discharges are subject to regulations when two criteria are met under 314 CMR 3.04(2). First, there must be "conveyance or system of conveyances (including pipes, ditches, and channels) primarily used for collecting and conveying stormwater runoff." 314 CMR 3.04(2)(a). Second, the stormwater runoff must be "contaminated by contact with process wastes, raw materials, toxic pollutants, hazardous substances, or oil and grease," or, be designated on a case-by-case basis. Such designations must be made when the "stormwater discharge" is subject to effluent or toxic pollutant limitations, is located in an industrial plant area, or may be a significant contributor of pollutants to waters of the Commonwealth. Any activity resulting in a discharge to waters of the United States must comply with Section 401 of the Federal Clean Water Act and comply with state water quality standards. All storm water discharges must be set back from the receiving waters or wetlands and best management practices (BMP) must be implemented. A permit is required for any stormwater discharge to an Outstanding Resource Water (ORW) which meets the regulatory definition in 314 CMR 3.04(2). Outstanding Resource Waters are defined under Surface Water Quality Standards 314 CMR 4.06 and include public surface water supplies, coastal and some inland Areas of Critical Environmental Concern (ACECs), and certified vernal pools.

## **I. Introduction:**

The proposed use of this site is construction of seven new buildings with associated access driveways, utilities, and drainage and partial demolition and renovation of the existing farm house. Stormwater runoff will be collected through a series of closed pipe systems. The stormwater will be treated by the use of storm sewer pipes, deep sump hooded catch basins, mechanical separator, detention basin and grass lined swale.

To control erosion and minimize delivery of sediment and other pollutants to the existing wetlands and to the atmosphere, Best Management Practices (BMP's) have been provided on site. These practices include but are not limited to:

- Curbing
- Storm Sewer Pipes
- Grass Lined Swale
- Deep Sump Catch Basins with Hoods
- Detention Basin
- Infiltration Basin
- Detention Basin Outlet Control Structure
- Flared End Section and Rip Rap
- Grass Landscaping
- Stormceptor®
- Street Sweeping

This manual is designed to help people become aware of urban non-point pollution problems and to provide detailed information about operating and maintaining stormwater management practices. The success of the Best Management Practices is dependent on their continued operations and maintenance.



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## **2. Maintenance Requirements:**

### **BMP's Owners:**

- The OWNERS of the BMP's shall be the person, persons, trust, corporation, etc., or their successors who have title to the land on which the BMP's are located.

### **Operation and Maintenance Responsibilities:**

- The party or parties responsible for the funding, operation and maintenance of the BMP's shall be the OWNER or their designees.
- BMP's each have specific maintenance requirements to ensure long-term effectiveness. These storm drainage systems will be operated, inspected and maintained on a regular basis by the owners of the property or their designees. All of the stormwater BMP's shall be kept in good working order at all times.

### **Source of Funding for Operation and Maintenance:**

- The party or parties responsible for the funding, operation and maintenance of the BMP's shall be the OWNER or their designees.
- A maintenance agreement providing for the funding, operation and maintenance of all the stormwater management BMP's shall be provided.

### **Schedule for Inspection and Maintenance:**

- BMP's each have specific maintenance requirements to ensure long-term effectiveness. These storm drainage systems will be operated, inspected and maintained on a regular basis in accordance with this manual. All of the stormwater BMP's shall be kept in good working order at all times.
- As a minimum, the owner shall follow these general guidelines for the BMP's provided on this site:

## General Inspection Tasks:

**Routine Tasks - on a regular basis the owner or designee shall inspect the following:**

### At least once a month:

- Grass Lined Swale\*\*
- Deep Sump Catch Basins with Hoods
- Detention Basin – (outlet only)
- Detention Basin Outlet Control Structure
- Flared End Section and Rip- Rap
- Stormceptor® - (outlet only)

*cut GRASS*

### At least every six (6) months:

- Curbing (and asphalt pavement)
- Sediment Forebay\*\*
- Cultec® Detention Basin – (inspection port)
- Cultec® Infiltration Basin – (inspection port)
- Grass Landscaping
- Stormceptor® \*\*
- Street Sweeping

**Infrequent Tasks - on an annual basis the owner or designee shall inspect the following:**

### At least once a year:

- Storm Sewer Pipes
- Detention Basin \*\*

**\*\* Note:** these items shall be inspected after every major storm event for the first six (6) months after construction.



## **General Maintenance Tasks:**

**Routine Tasks - on a regular basis the owner or designee shall clean and maintain the following:**

### **At least every three (3) months:**

- Deep Sump Catch Basins with Hoods
- Detention Basin – (outlet only)
- Detention Basin Outlet Control Structure
- Stormceptor® – (outlet only)
- Grass Landscaping

### **At least every six (6) months:**

- Detention Basin (mowing, leaf and debris removal)
- Grass Lined Swale (mowing, leaf and debris removal)
- Flared End Section
- Stormceptor®
- Street Sweeping

**Infrequent Tasks - the owner or designee shall clean, maintain and replace as required, the following:**

### **At least every five (5) years:**

- Storm Sewer Pipes

### **At least every ten (10) years:**

- Stormceptor®

### **Replaced as Required:**

- Curbing (and asphalt pavement)
- Grass Landscaping

### 3. Operation of Best Management Practices:

**Curbing-** Curbing is a raised surface constructed out of granite, concrete, or bituminous asphalt that is used to channel stormwater runoff along the edge of a paved surface. The functions of curbing include:

- Minimizing the movement of vehicle traffic onto sensitive areas
- Minimizes erosion from steep grades to shoulders of paved surfaces
- Allows polluted stormwater to be channeled to an area where it can be treated
- Contains sediments and other debris within the paved area for sweeping removal

**Storm Sewer Pipes** - are closed circular channels placed underground, made of concrete, corrugated metal, or plastic, that typically conveys stormwater from:

- A catch basin to a storm sewer manhole
- A catch basin to a headwall or a flared end section
- A storm sewer manhole to a storm sewer manhole

**Grass Lined Swale** - are earthen trenches constructed to store small amounts of stormwater runoff for short periods of time. The sides and bottom are constructed with a minimum of four inches (4") of loam and are seeded. The functions of trench drains include:

- Allow sediment, trace metals, hydrocarbons, nutrients and other debris to settle out
- Allow floating materials such as trash, sticks and leaves to be captured
- Minimize erosion and scouring caused by concentrated flow velocities of stormwater

**Deep Sump Catch Basins with Hoods** - are concrete structures that allow stormwater runoff to be collected into a storm sewer pipe. The functions of deep sump catch basins with hoods include:

- A grate and/or a vertical notch found in the curbing, that allows stormwater to enter the structure while filtering out larger objects such as trash and leaves
- A hood device over the outlet pipe to facilitate separation of petroleum products and floating materials before exiting the structure into the storm sewer pipe
- A four foot (minimum) sump below the bottom of the storm sewer pipe that allows

May Ball  
edge

sands and other sediments to settle out

**Detention Basin Outlet Control Structure** – are concrete structures that allow stormwater to drain from the detention basin at a controlled rate. The structure may contain a concrete weir and various size orifices at set elevations. Most structures have inlet protection in the form of steel grates and may contain a small pool of water that allows for additional of sediment prior to discharge. The functions of the detention basin outlet structure are:

- Access to maintain the weir and orifices
- Control the rate of discharge for a given storm event
- Prevent downstream erosion and flood control

**Flared End Sections** – are concrete, aluminum or HDPE structures that act as level spreaders to diffuse the flow velocity of stormwater as it exits a pipe and enters the downstream BMP. The functions of the flared end section are:

- Reduce stormwater flow velocities
- Reduce concentrated pipe flow
- Prevent downstream erosion

**Grass Landscaping** - is used to stabilize earthen ground. The functions of grass landscaping are:

- Allow sediment, trace metals, hydrocarbons, nutrients, and pesticides to settle out
- Allow floating materials such as trash, sticks, and leaves to be captured
- Reduces erosion and scouring caused by high concentrated velocities of the stormwater, provides dust suppression to exposed soils

**Stormceptor®** - operates on fluid and hydraulic principals. It is self-activating, has no moving parts and no external power requirement. Therefore, no procedures are required to operate the unit.

As stormwater flows through the Stormceptor, sediment is directed towards the center and base where it is stored in the collection facility, beneath the vortex chamber. Sediment is contained inside of the grit chamber. Floatables are trapped in the outer annular space by a baffle wall. Treated effluent is released from the grit chamber/floatables baffle wall through an outlet control baffle wall through the outlet pipe, near the top of the vessel. The floatables are isolated from the outlet structure and the treated effluent.

*where is this?*

After a storm event, the water level in the Stormceptor drains to the invert of the outlet pipe, keeping the unit wet. Maintaining a wet unit has two major advantages:

It keeps the oil and floatables stored on the water surface separate from the sediment stored in the grit chamber. This provides the option for separate oil collection and disposal using devices such as passive skimmers, if desired.

It prevents stored sediment from solidifying in the base of the unit. The clean-out procedure becomes much more difficult if the system allows fine sediment to dry-out and consolidate. When this occurs, clean-out crews must enter the chamber and manually remove the sediment. This is a labor-intensive operation in a hazardous environment.

**Street Sweeping** – many municipalities and some private entities (commercial shopping areas, for example) have street sweeping programs already in effect. Sweeping removes road sand, dirt, dust, and debris before it has the opportunity to enter the catch basins or any other of the downstream BMP's.

- Allows for removal of sediment prior to entering the BMP's

**Detention Basins** - are earthen depressions constructed to store stormwater runoff and control peak runoff rates. Detention Basins are fed by overland flows and inlet pipes that terminate in a headwall or a flared end section with rock rip-rap. The bottom and the sides are constructed from earth and are lined with grasses or water tolerant plants for wet conditions. Outlet structures are used to control the amount of water leaving the detention basins. Outlet structures can vary from a catch basin, to a manhole with cored holes with specific diameters, to storm sewer pipes, to a concrete wall with notched weirs, to a rock rip-rap spillway. Many detention basins will use a combination of outlet structures to achieve the most efficient way in controlling the amount of stormwater leaving the detention basin. Several methods are used to keep the outlet structures clean from debris. Trash racks and screens are bars and grates that are placed in the inlets of storm sewer pipes leading to the control structure. Baffles are walls placed inside the outlet structure manhole with an inlet tee on the low flow orifice to capture floating sticks and trash. Infiltration pipes are small perforated pipes laid at the bottom of the basin wrapped with filter fabric, set in a bed of sand and covered with crushed stone. The functions of detention basins are:

- Allow sediment, trace metals, hydrocarbons, nutrients, and pesticides to settle out,
- allow floating materials such as trash, sticks, and leaves to be captured,
- minimize erosions and scouring caused high concentrated velocities of the stormwater,
- provides down stream flood control by minimizing peak stormwater runoff.

#### 4. Maintenance of Best Management Practices:

**Curbing** - as a minimum, will be inspected every spring to determine if any damage has occurred from snow plowing operations. Additionally, asphalt and curbing should be checked every six (6) months [Spring & Fall] in high traffic areas and truck travel areas for damage.

Curbing and/or asphalt are to be repaired using similar materials, as per the detail, to prevent erosion to surrounding soils.

**Storm Sewer Pipes** - as a minimum, will be inspected every spring to determine if there is excessive build up of debris or sediment and for any damage in the system. Pipes shall be inspected for debris or sediment in the pipes and for cracks, breaks, or deformations. Storm sewer pipes that are damaged will be replaced with similar materials, as per the detail, to prevent the storm sewer system from failing. Storm sewer pipes that have sediment or debris shall be cleaned out. All materials removed from the pipes shall be properly disposed of off site.

Storm sewer pipes will be cleaned a minimum of every five (5) years by using clean potable water under pressure (hydro-pressure). Hay bale barriers or sedimentation fence barriers will be in place, down stream at the sediment trap, prior to cleaning the storm sewer pipes. Collected debris in the barriers will be disposed of properly at an approved disposal facility.

**Grass Lined Swale** - as a minimum, grass lined swales shall be mowed every six (6) months. Additionally, the swales shall be raked of leaves, branches and clippings after every mowing. The swales shall be inspected for a build up of sediments and bald spots due to scour or grass die-off every three (3) months and after significant storm events.

Grass lined swales will be cleaned of all sediment, and debris at a minimum of two (2) times a year by means of hand held shovels and rakes. Any areas without grass shall be reseeded as soon as practical. Leaves, pine needles, and branches brought down by autumn winds, rain, and cold weather will be removed in the late fall. Collected sediments and debris will be properly disposed of, per state and federal requirements, at an approved disposal facility.

**Deep Sump Catch Basins With Hoods** - as a minimum, deep sump catch basins shall be cleaned out every three (3) months. Additionally, all frames, grates, hoods, and sumps will be inspected every one (1) month and after every major storm event. Basins shall be inspected for a build up of sediments, oils and debris, cracks, breaks, or deformations. Any function of the catch basin that is not in working order will be

*see  
MOW  
+  
Rakes + shovels*

*Need  
check on  
List*

replaced with similar materials, as per the detail, to prevent the storm sewer system from failing.

Catch basins will be cleaned of all sediment, oils and debris at a minimum of four (4) times a year by means of hand held shovels, scallop shovel, and or vactor trucks. The grate opening shall be clear of any foreign or lodged object. The hoods shall be in good working order (open, cleared, and closed). Sands and salts used in the winter will be removed from the catch basin sumps in the early spring. Leaves, pine needles, and branches brought down by autumn winds, rain, and cold weather will be removed from the catch basins sumps in the late fall. Collected sediments, oils and debris will be properly disposed of, per state and federal requirements, at an approved disposal facility.

**Grass Landscaping** - as a minimum, will be inspected after every major storm event for the first few months, after being seeded, to ensure functionality. Thereafter, inspections should take place every six (6) months in the spring and fall and after every major storm event. The grass areas should be inspected for slope integrity, soil moisture, vegetative health, soil stability, soil compaction and soil erosion. Grass landscaping that is showing wear or erosion will be loamed, seeded, mulched, and fertilized as necessary to prevent further erosion from taking place.

Grass landscaping will be cleared of accumulated sediment, grass clippings, leaves, trash and will be mowed when deemed appropriate. A schedule for fertilizing will be established so as to minimize possible runoff from storm events. Collected debris will be composted or properly disposed of at an approved landfill.

*Where +  
How much*

**Stormceptor®** - A commercially owned sump-vac is used to remove captured sediment and floatables. Access ports are located in the top of the manhole. The floatables and sediment access ports are located next to each other above the grit chamber area. The sediment removal access port is located directly over the grit chamber. Floatables and oil should be removed prior to the removal of the sediment.

The frequency of the sump-vac procedure is determined in the field after installation. During the first year of operation, the unit should be inspected every six (6) months to determine the rate of sediment and floatables accumulation. A probe can be used to determine the level of solids in the sediment storage facility. When approximately one and one half to two feet (1½' to 2') of sediment depth has accumulated, the contents should be removed by sump-vac. At a minimum, it is recommended that the units be cleaned annually.

Although a small portion of water is removed along with the pollutants during the clean-out process, the units are typically not completely dewatered, minimizing disposal costs. The sump vac procedure for a typical Stormceptor® with one foot of sediment depth



and two inches of oil and debris takes about twenty five (25) minutes and removes about one hundred and fifty (150) gallons of water in the process.

**Flared End Sections** – as a minimum the flared end sections should be inspected every six (6) months. The section should be replaced if failure of the section is observed. Common failure modes include cracking or crushing caused by construction equipment or accidental contact with other vehicles or yard equipment. Any sediment build-up or debris that is observed should be cleaned by means of a hand shovel or rake.

**Street Sweeping** – as a minimum, will be performed twice a year, once in the spring and again in the summer. Sweeping during the winter months will be necessary for the removal of road sand and other sediments, weather permitting. Extra care will be taken, and additional sweeping scheduled, if needed, during March and/or April in order to ensure that any buildup of road sand from the winter months is not washed away.

**Detention Basins** - as a minimum, basins shall be cleaned out every three (3) months. Additional all basins will be inspected every one (1) month and after every major storm event for a build up of sediments, leaves and debris. Sediment levels should be measured and recorded during inspections to determine when sediment removal is due. If any function of the detention basin is not in working order, it will be replaced with similar materials, as per the detail, to prevent the basin from failing.

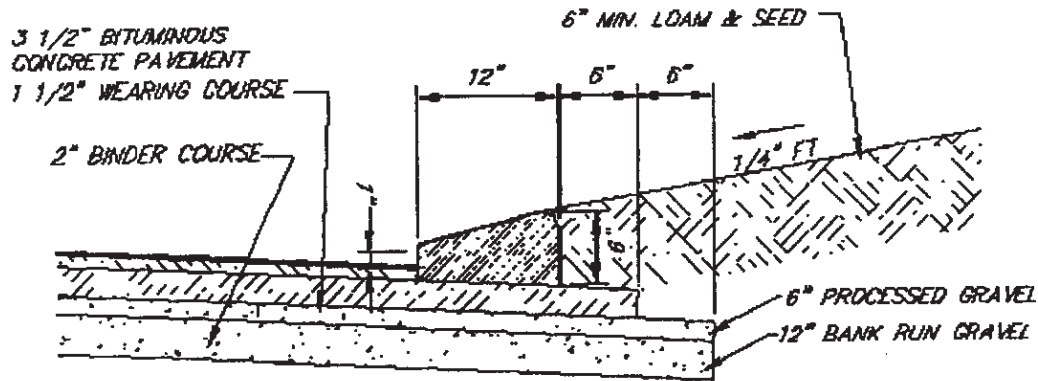
Detention basin upper-stage, side slopes, embankments, and emergency spillway will be cleared of accumulated sediment, grass clippings, leaves, trash and mowed at a minimum of twice a year. At least twice (2) during the growing seasons, the detention basin upper-stage, side slopes, embankments, and emergency spillway will be cleared of accumulated sediment, grass clippings, leaves, trash and mowed. Sediment collected inside the basin will be removed at a minimum of once every ten years by hand or mechanical equipment. Eroded areas and slopes will be loamed, seeded and mulched or stabilized with rock rip-rap. All head walls, flared end sections, and rock rip-rap will be cleaned of all sediment and debris and rocks will be reset as necessary, to insure stormwater flows coming into the detention basin is not impeded.

The outlet structures shall be inspected and maintained as specified above for catch basins, headwalls and flared end sections. The outlet structure shall be inspected for evidence of clogging or outflow release velocities that are greater than the design flows. Potential problems that should be checked include: subsidence, erosion, cracking or tree growth on the embankment; damage to the emergency spillways; sediment accumulation around the outlet; sediment accumulation and clogging around the inlets; inadequacy of the inlet/outlet channel erosion control measures; changes in the condition of the center low flow channel; and erosion within the basin and banks. Any necessary repairs should be made immediately. The rock rip rap down stream of the outlet structures will be cleaned of all sediment and debris and rocks should be reset or replaced as necessary. Hay bale barriers or sedimentation fence barriers

will be in place, down stream, prior to cleaning the detention basin and its outlet structures. Collected debris will be properly disposed of, per state and federal requirements, at the town landfill.

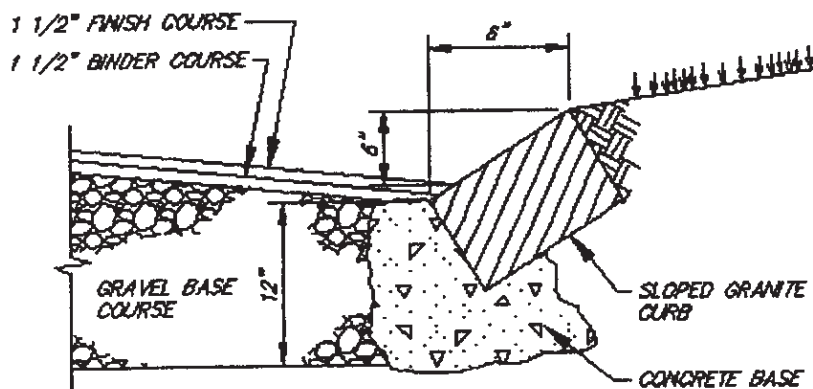
## 5. Best Management Practices – Construction Details:

### Curbing



### BIT. CAPE COD BERM

NOT TO SCALE



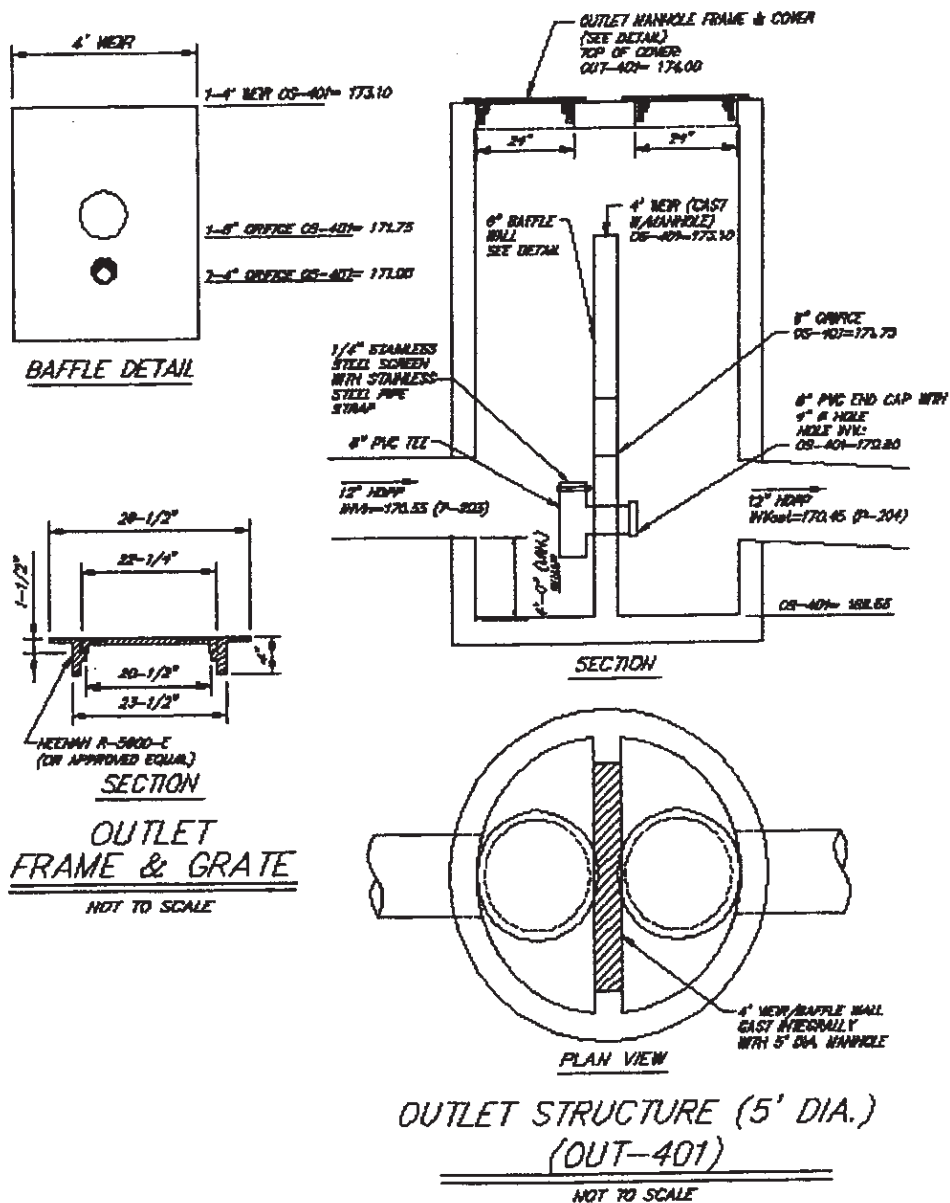
#### NOTES:

1. ADJOINING STONES OF STRAIGHT CURB LAID ON CURVES SHALL HAVE THE SAME OR APPROXIMATELY THE SAME LENGTH.
2. MINIMUM LENGTH OF STRAIGHT CURB STONES - 8'.
3. MAXIMUM LENGTH OF STRAIGHT CURB STONES LAID ON CURVES - SEE CHART.
4. GRANITE CURBING SHALL BE INSTALLED PRIOR TO THE INSTALLATION OF THE FINISH COURSE OF BITUMINOUS CONCRETE PAVEMENT.

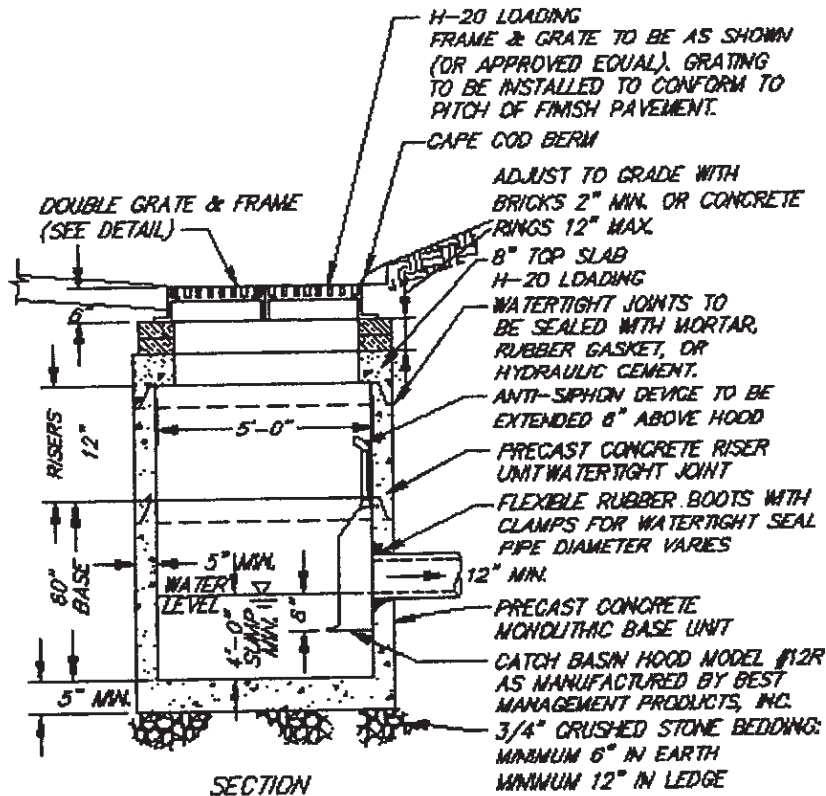
### SLOPED GRANITE CURB

NOT TO SCALE

# Detention Basin Outlet Control Structure



## Catch Basins



### CATCH BASIN NOTES:

1. ALL SECTIONS SHALL BE CONCRETE CLASS AA (4,000 PSI).
2. CIRCUMFERENTIAL REINFORCEMENT SHALL BE 0.12 SQ. IN./LIN. FT. IN ALL SECTIONS AND SHALL BE PLACED IN THE CENTER THIRD OF THE WALL.
3. ALL PRECAST STRUCTURES SHALL BE SEALED AND MADE WATERTIGHT IN ACCORDANCE WITH "STATE OF MASSACHUSETTS" STANDARDS.
4. CATCH BASIN GRATES SHALL COMPLY WITH TOWN OF BEDFORD DPW STANDARDS.

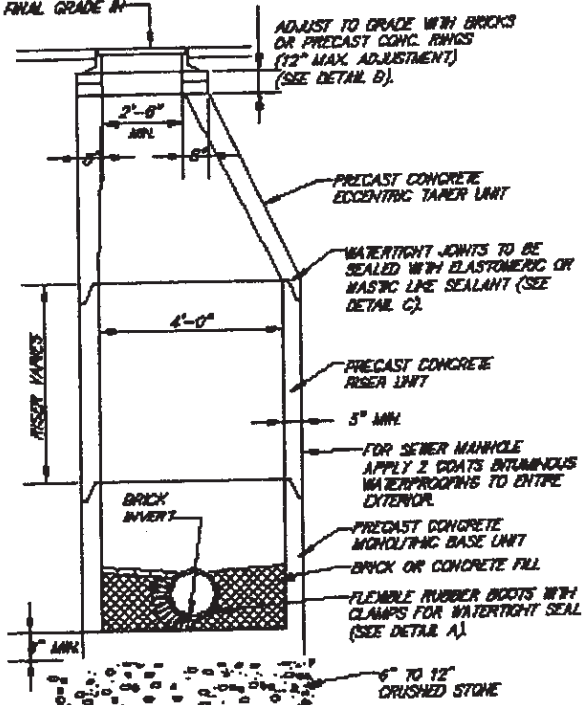
## PRECAST CATCH BASIN

NOT TO SCALE

# Storm Sewer Manholes

FRAME & COVER TO BE MEENAH  
R-1743, H-20 LOADING (OR EQUAL).  
ENGAGE FRAME AND COVER IN  
BITUMINOUS CONCRETE TO WITHIN NO  
MORE THAN 2" OF FINAL GRADE IN  
FIRST LIFT.

NOTE: FOR SEWER MANHOLES, THE WORD  
"SEWER" SHALL BE CAST ON THE COVER  
IN 3" LETTERS

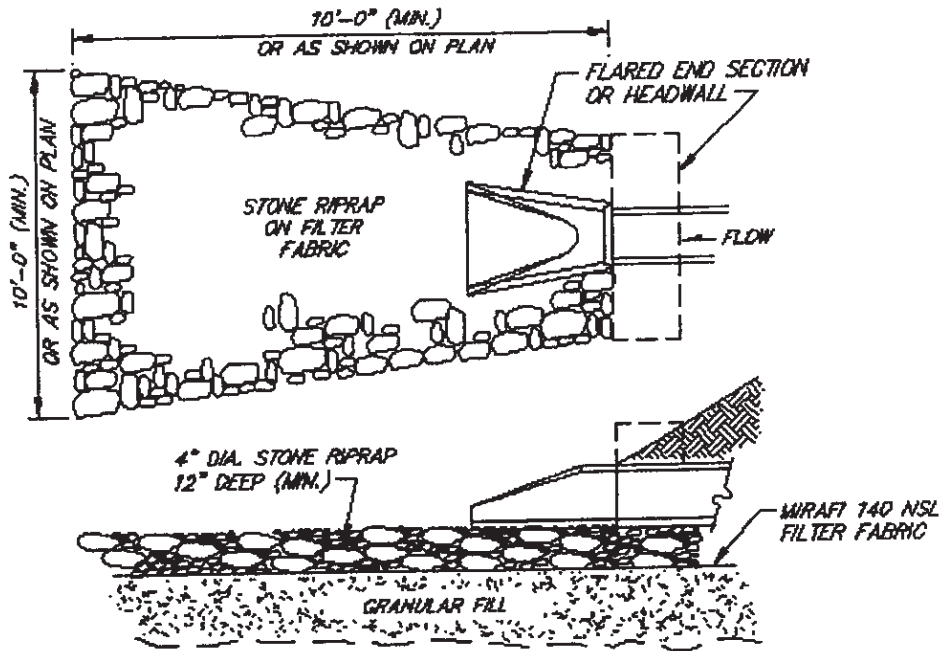


**TYPICAL PRECAST SEWER MANHOLE**

NOT TO SCALE



# Outlet Protection



RIPRAP DETAIL  
NOT TO SCALE