DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS NORTHBOROUGH, MA

This DECLARATION is made as of May ______, 2021 by Brant L. Viner and Margaret Harling, both with an address of P.O. Box 295, Ellsworth, ME 04605 (together and collectively, the "Declarant").

WHEREAS, the Declarant owns and holds fee simple record title to certain real property situated off West Street, Northborough, Massachusetts, known as and sometimes referred to as 85 and 95 West Street, Northborough, MA, and being the premises shown on that certain plan entitled: "Site Plan for Common Drive Special Permit," prepared by WDA Design Group, dated November 20, 2020, last revised May 3, 2021, and recorded with the Worcester Registry of Deeds in Plan Book ______, Plan No. _____ (the "Easement Plan"), consisting of Lots 1A and 3 through 6 (5 lots total) as shown on said Plan (each a "Common Driveway Lot" and collectively the "Common Driveway Lots"), the Common Driveway Lots being collectively referred to as the "Property;" and

WHEREAS, the Property is to be developed in accordance with a Common Driveway Special Permit for roadway, utility and stormwater service to the Common Driveway Lots, which Special Permit is recorded herewith (the "Special Permit"), together with an Order of Conditions issued by the Northborough Conservation Commission (DEP No. _____), recorded with said Registry at Book _____, Page

WHEREAS, the Declarant will construct or cause to be constructed in or within areas shown on the Plan certain facilities for the common use and enjoyment of the owners of record from time to time of title in fee simple to the Common Driveway Lots (hereinafter collectively "the Owners" and singularly an "Owner"), including but not limited to roadway and utility improvements and stormwater improvements (the "Common Facilities"); and

(the "Order of Conditions"); and

WHEREAS, the Declarant has formed the 85-95 West Street Homeowners Association, Inc. (the "Association") under M.G.L. c. 180, for purposes of operating and maintaining the Common Facilities.

Now, Therefore, the Declarant, for itself, its successors in interest and assigns, hereby declares as follows:

1. Except as expressly provided herein, the easements, licenses, rights and privileges established, created and granted by this instrument shall be for the benefit of, and restricted solely to the Association and the Owners, their immediate families, their tenants and their immediate families, but the same is not intended nor shall it be

construed as creating any rights in or for the benefit of the general public or any rights in or to any portion of the Property not specifically set forth herein.

All Owners upon acceptance of a deed to a Common Driveway Lot become members of the Association. Every Owner who shall be a member of the Association shall be entitled to all of the rights and shall be bound by all of the obligations accompanying membership. Each Owner shall have one (1) vote. When more than one person holds an interest or interests in any Common Driveway Lot, only one (1) vote may be cast with respect to any such Common Driveway Lot. Only those Owners in good standing and entitled to vote shall be considered for purposes of obtaining a quorum, or determining the percentage of Owners voting on a matter. An Owner shall be deemed to be "in good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all assessments made or levied against the Owner together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to the Owner, at least five (5) days prior to the date fixed for such annual or special meeting, or by such other lesser period fixed from time to time by the Association.

Every lawful transfer of title to a Common Driveway Lot shall include membership in the Association and, upon making such transfer, the previous Owner's membership shall automatically terminate. Except as otherwise expressly provided herein, membership in the Association may not be assigned or transferred without the transfer of legal title to a Common Driveway Lot and any attempt at such assignment or transfer thereof shall be void and of no effect. Membership in the Association shall automatically terminate when such Owner sells, transfers or otherwise conveys its Common Driveway Lot.

The conveyance of any Common Driveway Lot shall be subject and subordinate to this Declaration and the rights and obligations granted herein. All Owners, together with their successors and assigns, upon acceptance of a deed to a Common Driveway Lot shall become subject to and shall have the benefit of this Declaration.

2. The Common Facilities shall be maintained and operated by the Association and the Owners, who shall have a joint and several obligation to do so, in accordance with this Declaration and subject to the Special Permit and Order of Conditions, as they may be amended of record from time to time. Such maintenance and operation shall include, but is not limited to, maintaining the Common Facilities in good and safe condition and working order and in accordance with the Stormwater Management System Operation and Maintenance Plan attached hereto as Exhibit A; providing for snow plowing and/or removal; and proper arrangements for regular and sanitary rubbish collection. The Common Facilities are enumerated as follows:

- The 22' Wide Common Driveway (the "Common Driveway") within a 36' wide Common Driveway Easement as shown said Plan;
- Utilities, including water, electric, gas, and cable service to the extent located within the Common Driveway or otherwise identified on the Plan as common utilities (the "Common Utilities"); and
- Stormwater improvements consisting of catch basins, infiltrators, sumps and related piping and associated appurtenances (the "Stormwater Improvements") located within the Grading, Drainage and Utility Easement as shown on the Plan.
- 3. The Declarant does hereby establish and create for the benefit of the Association and the Owners, and hereby gives, grants, and conveys to each of them the following non-exclusive easements, licenses, rights, and privileges subject to the obligation of each of the Owners to pay a proportionate share of the cost of the maintenance and repair thereof as hereinafter set forth:
 - (a) The right and easement, in common with others entitled thereto, in, to, upon, over and under the Common Driveway Easement for access to their respective Common Driveway Lots and for travel, by vehicle and on foot, and for purposes of operating and maintaining the Common Driveway and Common Utilities for all purposes for which ways are now or hereafter may be commonly used in the Town of Northborough, including the right to connect with, make use of, maintain, repair and replace utility lines, pipes, conduits and stormwater infrastructure, provided that all damages caused by the exercise of such rights is promptly repaired, including, without implied limitation, the restoration of all surface areas to their condition immediately prior to such exercise; and
 - (b) The right and easement to use in common with others entitled thereto in, to, upon, over and under the Grading, Drainage and Utility Easement, for purposes of operating and maintaining the Stormwater Improvements and Common Utilities, in accordance with the Stormwater Management System Operation and Maintenance Plan, attached hereto as Exhibit A.
- 4. The Declarant does hereby establish and create for the benefit of the Town of Northborough, and hereby gives, grants, and conveys to the Town of Northborough, the non-exclusive easements, licenses, rights, and privileges to enter upon the Common Facilities for the purposes of inspecting the improvements or performing any of the maintenance responsibilities of said Common Facilities, to the extent the Association and/or the Owners are in default of their obligations herein.
- 5. The Declarant expressly discloses that all Common Facilities shall remain private property, and all rights and responsibilities shall be as set forth in this Declaration. The Association and Owners expressly acknowledge that the Town of Northborough shall have no responsibility for the operation and maintenance of the Common Facilities. In the event, however, that the Town of Northborough

performs any maintenance of the Common Facilities, including snow plowing and sanding of the Common Driveway, the Association and Owners shall be responsible, jointly and severally, for reimbursing the Town of Northborough for such costs.

- 6. The Owners shall pay their proportionate share of the cost of the maintenance and repair of the Common Facilities. An Owner's proportionate share shall be calculated based upon the percentage interest schedule attached as Exhibit B.
 - Each Owner shall be personally liable for all sums assessed for his or her share of such expenses.
 - An Owner's share of such expenses shall constitute a lien upon his or her Common Driveway Lot. Such lien shall have priority over all other liens, except municipal liens and first mortgages of record.
 - The assessment and lien rights of this Declaration may be enforced by the Association.
 - A certificate from the Association indicating that an Owner's share of such expenses has been paid shall discharge such lien upon recording with the Worcester County Registry of Deeds
- 7. In the event of a taking under the power of eminent domain of all or any part of the Common Facilities, the easements, licenses, rights and privileges on or affecting the Property which is the subject of the taking shall remain in full force and effect on the remaining portion of the Property, including as it may be repaired and restored.
- 8. The Common Facilities are hereby further subject to the following restrictions:
 - (a) No parking or storage of vehicles on the Common Driveway shall be permitted.
 - (b) The Common Driveway shall be kept clear at all times for safe pedestrian and vehicular travel, especially during winter months to allow for proper snow removal.
 - (c) Fencing within any of the Stormwater Improvements, or limiting access to any of the Stormwater Improvements shall be prohibited.
- 9. Any written notice to an Owner shall be deemed duly made when mailed by certified mail, postage and certification charges prepaid, addressed to an Owner as set forth in the records of the Town of Northborough Assessor.
- 10. Except as otherwise limited, the easements, covenants, restrictions, benefits, and obligations hereunder shall be perpetual and run with the Property, being restrictions and benefits running with the land. This Declaration shall create

- privity of contract and estate with and among each and every Owner, their heirs, executors, administrators, successors or assigns.
- 11. The Declarant hereby covenants and agrees that all covenants and restrictive provisions herein which pertain to the conditions and/or restrictions of the Special Permit or the Order of Conditions, or rights granted herein to the Town of Northborough, shall be enforceable by the Town of Northborough.
- 12. Subject to the Special Permit and Order of Conditions, and to the approval, in advance, of the Northborough Planning Board, this Declaration may be amended in the following manner:
 - (a) Prior to the transfer of any of the Common Driveway Lots to a third-party buyer by the Declarant, the Declarant may amend this Declaration in any legal fashion as the Declarant may deem appropriate. After such first transfer of title, the terms of the following subsections shall apply; provided, however, that any other provisions of this Declaration setting forth other conditions of amendment shall take precedence.
 - (b) No resolution of the Association adopting a proposed amendment shall be effective unless it has been adopted by the affirmative vote of at least sixty-seven percent (67%) of the Owners. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association in which a proposed amendment is considered, and shall be served upon all Owners by certified mail, return receipt requested at the mailing address prescribed for each Common Driveway Lot, or at such alternative mailing address provided to the Association by an Owner. Such amendment shall be effective when recorded.
 - (c) Notwithstanding any provision herein to the contrary, no amendment of this Declaration or any action taken by the Association, shall be made or taken which, in any way would affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns unless the Declarant, or its successors or assigns, shall join in the execution of such amendment or consent, in writing, to the amendment.
 - (d) Notwithstanding any provision herein to the contrary, no amendment of this Declaration shall be made or taken which, in any way, would affect, limit, jeopardize or otherwise restrict the Common Driveway Lots and their Owners from participating in the use of the Common Facilities.
 - (e) No amendment of this Declaration, shall be made or taken which, in any way, would materially adversely affect the proper operation and maintenance of the Common Facilities or the purpose or intent of the Special Permit or Order of Conditions.

- (f) If any amendment to this Declaration is necessary in the judgment of the Declarant or the Association to change, correct or supplement anything appearing or failing to appear therein which is ambiguous, incorrect, defective or inconsistent with any other provision in this Declaration, or if such amendment is necessary to conform to the requirements of FNMA or FHLMC, the Declarant or the Association may, at any time and from time to time effect an appropriate corrective amendment without the approval of the Owners upon receipt of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this paragraph.
- 13. Any dispute, claim or controversy arising out of or relating to this Declaration or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Declaration, shall be determined by arbitration in the Boston metropolitan area, before one arbitrator. The arbitration shall be administered by a duly recognized arbitration organization pursuant to applicable Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, if any. Judgment on the Award may be entered in any court having jurisdiction. The arbitrator shall be empowered to grant injunctive or provisional relief. In any arbitration arising out of or related to this Declaration, the arbitrator(s) are not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages.
- 14. In any arbitration or litigation arising out of or related to this Agreement, the arbitrator or court shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator or court determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator or court may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration or litigation.
- 15. This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

For Declarant's title see Deed recorded with the Worcester Registry of Deeds at Book 15417, Page 232.

WITNESS our hands and seals as of	, 2021.
By: Brant L. Viner	
By: Margaret Harling	

	, ss:						
	_ day of nally appeared :					_	-
through	satisfactory			identificati sons whose			was on the
proceeding or for its stated p	attached docum ourpose.	nent, and acknow	wledge	d to me that t	hey sig	gned it volu	ıntarily
			•	Public mmission Ex	pires:		

ACKNOWLEDGMENT AND CONSENT

The undersigned owner of Lot 1A, 85 West Street, Northborough, MA, hereby acknowledge and consent to this Declaration. For their Deed reference, see Book 63990, Page 232.

	Ian Mathhew Grinold
	Kristin Creighton
COMMONWEA	LTH OF MASSACHUSETTS
, SS.	, 2021
	the undersigned notary public, personally appeared reighton, who proved to me through satisfactory
	, to be the persons whose names
are signed on the preceding or attack signed the foregoing document volunts	ned document, and acknowledged to me that they arily for its stated purpose.
	Notary Public
	My Commission Expires:

Exhibit A

STORMWATER OPERATION AND MAINTENANCE PLAN

Stormwater Management System Operation and Maintenance Plan Long Term Pollution Prevention Plan

> 85 & 95 West Street Northborough, MA

> > April 2021

PREPARED FOR:

Brant L. Viner & Margaret Harling P.O. Box 295 Ellsworth, ME 04605

RESPONSIBILITY:

The applicant, or assigns will be responsible for implementation of the Operation and Maintenance Plan and Long Term Pollution Prevention Plan for the stormwater management system of a common driveway and associated infrastructure for five single family lots at 85 & 95 West Street and for any corrective action required.

A detailed, written log of all scheduled preventative and corrective maintenance performed for the stormwater management measures must be kept on site, including a record of all inspections and copies of maintenance-related work orders.

Attachment 1, "Inspection and Maintenance Check List" shall be maintained as a record of regularly scheduled inspection and maintenance items as outlined below for every year. Maintenance required and actions taken shall be recorded in Attachment 2, "Inspection and Maintenance Log". The funding, operation, and maintenance of all stormwater management Best Management Practices (BMPs) shall be provided by the Owner, or their appointee.

Maintenance routine and schedule: Routine inspections will be conducted on a monthly basis and thorough investigations will be conducted twice a year. Tasks that are common to all systems include regular removal of accumulated sediments, floatables and debris. Inspections will occur after every major storm event for the first six (6) months after construction. Inspections will be conducted by a qualified person experienced in drainage design and stormwater management systems. Annual notification to the Town Engineer before any maintenance work is performed is required and the Town Engineer shall be afforded the opportunity to inspect the work. Annual reports will be prepared detailing the status of the stormwater system and the maintenance performed. The Town Engineer shall be provided copies of the contract and invoices for all work performed. All material removed from the drainage system shall be properly disposed of off-site. A copy of the annual report will be sent to the Town of Northborough, if requested.

SITE CONDITIONS:

The stormwater management system for the site includes deep-sump, hooded catch basins; closed drainage system (pipe and manholes); stormwater treatment units (proprietary structures); surface detention basins; and subsurface infiltration systems.

DEEP SUMP CATCH BASINS:

- 1. Catch basins shall be inspected four (4) times per year and cleaned whenever depth of sediment is greater than twenty-four (24) inches.
- 2. All sediments and hydrocarbons shall be properly handled and disposed in accordance with local, state, and federal guidelines and regulations.

ALL SUBSURFACE INFILTRATION SYSTEMS: INF-103, INF-104, INF-105, INF-106, INF-201 and INF-RF2 THROUGH INF-RF6

- 1. At a minimum annual inspection are recommended. Initially, the system should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.
- 2. Inspection ports are provided to allow for observation and cleaning of subsurface facilities. These covers may be buried, requiring clearing to access the infiltration system. The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.
- 3. Ponded water inside the infiltration facilities after several days may indicate the bottom of the system is clogged. If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of row, clean-out should be performed.
- 4. Downhill slopes from infiltration areas shall be monitored weekly during construction and monthly thereafter for the first year of operation for signs of breakout. Annual inspection is to occur after the first year. Seepage from downhill slopes shall be an indication of a system failure and corrective action shall be taken.
- 5. Corrective action for system failure shall include removal and replacement of all stone aggregate and filter fabric. Accumulated sediment shall be removed from the trench bottom and the bottom shall be scarified or tilled to help induce infiltration.
- 6. Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the row while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an

effective spread of at least 45" are best. Most JetVac reels have 400 feet of hose allowing maintenance of an Isolator Row up to 50 chambers long.

- 7. Inspect isolator row for sediment
 - A. Inspection ports
 - 1. Remove/open lid on inline drain
 - 2. Remove and clean filter if installed
 - 3. Using a flashlight and stadia rod, measure depth of sediment and record on maintenance log
 - 4. Lower a camera into isolator row plus for visual inspection of sediment levels (optional)
 - 5. If sediment is at, or above, 3" (80 mm) proceed to step 2. If not, proceed to step 8.
 - B. All isolator rows
 - 1. Remove cover from structure at upstream end of isolator row
 - 2. Using a flashlight, inspect down the isolator row plus through outlet pipe mirrors on poles or cameras may be used to avoid a confined space entry follow osha regulations for confined space entry if entering manhole
 - 3. If sediment is at, or above, 3" (80 mm) proceed to step 2. If not, proceed to step 3.
- 8. Clean out isolator row using the jetvac process
 - C. A fixed culvert cleaning nozzle with rear facing spread of 45" (1.1 m) or more is preferred
 - D. Apply multiple passes of jetvac until backflush water is clean
 - E. Vacuum structure sump as required
- 9. Replace all covers, grates, filters, and lids; record observations and actions.
- 10. Inspect and clean basins and manholes upstream of the system.

EXTENDED DRY DETENTION BASIN:

- 1. The detention basin is to utilized as a temporary sediment trap during construction. Prior to permanent stabilization the basin is to be cleared to six (6") inches below finished grade and topped with clean loam. The basin(s) shall be inspected for accumulated sediment at least twice per year and sediment shall be removed when depth is 12 inches or at least once every 10 years.
- 2. Basins shall be inspected at least twice per year and immediately following large storm events to determine if the basin is functioning as intended. Inspections should be conducted during wet weather to determine if the basin is meeting the targeted detention times (24-hour average detention time; 72-hour drawdown). The basins shall be checked for slope integrity, soil moisture, vegetative health, soil stability, soil compaction, soil erosion, ponding, and sedimentation. Any necessary repairs shall be made immediately.
- 3. During the first few months following construction, the basin shall be inspected to ensure that the proposed vegetation becomes adequately established.
- 4. At least twice during the growing season, the basin, side slopes, and embankments shall be mowed and any accumulated trash and debris removed.

- 5. To maintain the dense growth of herbaceous vegetation, periodic reseeding may be required.
- 6. Basins shall not be used for snow removal and yard waste disposal.
- 7. Outlet control structures, headwalls, and riprap aprons or riprap stilling basins shall be checked a minimum of once per year for evidence of clogging or flow restrictions and cleared as necessary. Any debris or accumulated sediments which could hinder flows shall be removed and disposed.

SPILL CONTAINMENT:

- 1. In the event of a reportable spill, the Owner or its representative shall also be responsible for closing the cut-off valve in a timely manner and notifying the appropriate authorities of the spill. In the event that spill materials enter the stormwater management basin, the Owner shall be responsible for spill removal and restoration of the basin to its original condition in accordance with all applicable local and state regulations.
- 2. Pollutant transport and deposition may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. At a minimum, inspections should be performed twice per year (e.g. spring and fall) however more frequent inspections may be necessary in climates where winter sanding operations may lead to rapid accumulations, or in equipment washdown areas. Installations should also be inspected more frequently where excessive amounts of trash are expected.

LAWN/LANDSCAPE MAINTENANCE:

- 1. Apply fertilizers properly; at the proper time of year and at proper application rates to ensure absorption. Pesticides are to be applied by licensed applicators only.
- 2. Limit lawn watering: chose drought-tolerant landscaping and grasses, and use mulch and compost to retain moisture.
- 3. Under no circumstance shall the stormwater management system be used for yard waste and landscape debris.

DEICING:

- 1. The use and loading rates for application of deicing salts should be limited to the minimum required to maintain safe vehicular and pedestrian travel.
- 2. Alternative materials such as sand or gravel, calcium chloride, and calcium magnesium acetate should be considered in areas adjacent to stormwater management facilities and resource areas.
- 3. Deicing materials shall be covered to prevent loss and migration.
- 4. Deicing storage areas shall be located outside the 100-foot buffer zone to any wetlands or waterbodies. Ideally storage shall occur indoors.

SNOW MANAGEMENT:

- 1. Snow shall be stockpiled in pervious areas where it can slowly infiltrate. Under no circumstance shall the stormwater management system be used for snow storage.
- 2. Avoid dumping/piling snow over catch basins to prevent blockages and localized flooding of the drainage system.
- 3. The Owner shall be responsible to manage snow storage on-site and to ensure that snow is not stockpiled in the basin.
- 4. Sediments deposited from the snow storage areas shall be removed every spring.

SWEEPING OF PAVED SURFACES:

- 1. All paved surfaces on-site including driveways, loading areas, and parking areas shall be swept at least once annually to remove accumulations of sand, silt, leaves, and other debris.
- 2. Sweeping should occur in April/May after snowmelt has occurred and thaw has begun. Sweepings shall be disposed of an approved off-site location away from resource areas (wetlands or waterways) and stormwater management facilities.

Attachment 1

	INSPECTION CHECKLIST 85 & 95 West Street, Northborough, MA 01532												
			FOR Y	EAR:									
						Inspe	ection	Freque	ency*				
Ins	pection Item	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
1	Subsurface Infiltration System												
	INF-103												
	INF-104												
	INF-105												
	INF-106												
	INF-RF2												
	INF-RF3												
	INF-RF4												
	INF-RF5												
	INF-RF6												
2	Drainage Pipes and Manholes	at least every five years											
3	Deep Sump Catch Basins & Manholes	at least four times per year											

^{*} Actual time of inspecting and maintaining items may vary. Chart shall be used to indicate frequency of events

^{**} This chart shall be used in conjunction with the attached "Stormwater Management Operation and Maintenance Plan" and to any conditions/special conditions as outlined in any Order of Conditions issued by the Northborough Conservation Commission and/or "Declaration of Easements, Covenants, Conditions and Restrictions" document.

Attachment 1

	M. 85 & 95 We			CHECI			32						
			FOR Y	EAR:									
						Ма	aintena	nce It	em				
Ma	aintenance Item	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
1	INF-103												
	INF-104												
	INF-105												
	INF-106												
	INF-RF2												
	INF-RF3												
	INF-RF4												
	INF-RF5												
	INF-RF6												
2	Drainage Pipes and Manholes	at least every five years											
3	Deep Sump Catch Basins & Manholes	at least four times per year											

^{*} Actual time of maintaining items may vary. Chart shall be used to indicate frequency of events

^{**} This chart shall be used in conjunction with the attached "Stormwater Management Operation and Maintenance Plan" and to any conditions/special conditions as outlined in any Order of Conditions issued by the Northborough Conservation Commission and/or "Declaration of Easements, Covenants, Conditions and Restrictions" document.

Name of Applicant: Brant L. Viner & Margaret Harling Location: 85 & 95 West Street, Northborough, MA 01532

Inspection and Maintenance Log

Inspection No.	Date	Inspections Performed	Maintananca Action Takon
inspection No.	Date	inspections remonned	Maintenance Action Taken
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Name of Applicant: Brant L. Viner & Margaret Harling Location: 85 & 95 West Street, Northborough, MA 01532

Inspection and Maintenance Log

Inspection and Maintenance Log	T	T	
		Inspections	
Inspection No.	Date	Performed	Maintenance Action Taken
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27		1	
28		1	
29			
30			
30	+	 	
24			
31		1	
32			

Exhibit B

SCHEDULE OF PERCENTAGE INTERESTS

Lot 1A:	7.66%
Lot 3:	22.46%
Lot 4:	21.72%
Lot 5:	22.63%
Lot 6:	25.55%