

## Laurel Hill Common Lands: Summary of Documents

[notes in square brackets are editorial, not in document themselves]

### Description:

The Laurel Hill Common Lands consists of 61 acres of conservation land within the privately-owned Laurel Hill housing community in North Leverett. The 61 acres are in 8 lots (designated A – H) varying in size from slightly over 1 acre to 44 acres.

### Documents of Importance:

Declaration of Covenants and Restrictions, Book 2542, page 85-102

Establishes rules for community.

The use of common land is described on pp. 97-98.

Deed of Conservation Easement, Book 2542, page 103-123

Reads like CR with description of values, with developer being Grantor and RGT being Grantee, see pp. 103-105 rights and reserved rights. See page 107 for limitations on public access. Description of each of the Common Lands begins on page 112.

First Amendment to Declaration of Covenants and Restrictions, Book 2542, page 124-125.

Amendment states that Deed of Easement incorporates the relevant parts of Deeds and Covenants.

Also says Association and RGT can enter agreement of conservancy practices

Second Amendment of Declaration of Covenants and Restrictions, Book 5863, page 180-186

Transfers responsibilities of developer to Association and its Board of Directors.

There are many, many other deeds. Some scrivener's errors on property lines, many land deeds each with a second deed transferring the "5% undivided interest" in common land to RGT. There are also a number of changes in lines because of septic tank problems. At present, there is a partial list of these, should probably be a full list.

Sidney Poritz, Book 5629, page 21-22 transfers his 5% undivided interest as owner of lot 20. However the 5% undivided interest as owner of lot 15 to RGT appears to be excepted from the transfer. As far as we know RGT holds 95% interest in the common land. [see 5629, p. 21 if you want to indulge yourself by reading byzantine grammar.]

What is purpose of Conservation of the Land

Deed of Conservation Easement, Book 2542, pp. 103-104

1. Purposes. It is the purpose of this Easement to assure that the Property will be retained forever, predominantly in its natural, historic, agricultural, forested, and/or open space, condition and to present any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including without limitation, those involving farming, timber production or recreation, as are consistent with the purpose of this Easement.

[The earlier “whereas” section, beginning on page 103, includes these descriptions]

...property possesses natural, open space, historical and/or recreation values (collectively “conservation values”)

...property contains stands of trees, open meadows, an historically interesting dolman [sic.], a stream, and wildlife habitats

... specific conservation values of the property are documented in an inventory of relevant features of the Property, dated June 20, 1971 on file in the office of the Grantee [goes on to list documents in a file that no one associated with RGT has ever seen]

...Grantors further intend, as owners of the property, to convey to Grantee [RGT] the right to preserve and protect the conservation values of the Property in perpetuity.

RGT responsibilities:

According to Deed of Easement, Book 2542, pp. 104-105

(a) to preserve and protect the conservation values of the Property;

(b) to enter upon the Property at reasonable times in order to monitor Grantor's [developer, now association] compliance with and otherwise enforce the terms of the Easement; provided Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

(c) to prevent any activity on or use of the Property inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by an inconsistent use, pursuant to paragraph 6. [paragraph 6 lengthy description of procedure for enforcement]

(d) to encourage the use of the property by organizing group use of the property. Under Grantee's supervision the public will have access to the property for use and enjoyment. Grantee may authorize the Leverett Conservation Commission to provide such supervision; Grantee may designate such group guides as it may select, or his assigns and may not prevent or noticeably impede the use of the property as described in the Declaration of Covenants and Restrictions of Laurel Hill, Leverett.

Note: in the same document, page 107:

7. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement. The public access is controlled in Paragraph 2.d. [above]

What are the Association's responsibilities:

According to the Declaration of Covenants and Restrictions, Book 2542, pp 97-98

On the Common Lands

1. ...used by Association members for recreational purposes such as hiking, horseback riding, sleigh riding, etc. No off-the-road motorized transportation may be used except for emergency purposes.

2. ....for cordwood cutting [reference to Article VI, 20: Cord wood may be cut from the common areas only after permission of the Board of Directions, which shall utilize such requests to maintain the wood in a healthy, thinned state. Cutting for the creation of scenic vistas is permitted.] The Board of Directions will be particularly protective of white bird trees and mountain laurel. Cutting for the creation of scenic vistas is permitted with written permission of the Board of

Directors [note originally Developer, amendment changed to B of Dir], which permission will not be unreasonably withheld.

3, The common areas which are forested shall be maintained as such with the advice of a forester chosen by the Board of Directors. Such use will not be inconsistent with the maintenance of trails for horseback riding, hiking, cross country skiing, and the like. Agricultural uses not inconsistent with forestry will be encouraged, including pasturage for horses as described in Article VI, 18 [horses can be stabled on home lot of owner, or Lot 20, or a lot approved by B of Dir. more on pasturage, expenses of fences etc.]

4. These restrictions shall not prevent reasonable use of the land, especially uses which are totally or virtually invisible except during installation, such as wells or leach fields, which the B of Dir may grant easements for such installation and use. [more on leach fields and buried utility lines]

5. B of Dir can use up to 2 acres of common land for utility structures, recreational facilities. .

6. Lot F . . . (surrounded by road) can be used as town common. . . .[present residents have chosen not to do this]

7. and 8. [Are about private road and utilities near road – not relevant to common lands.]

Working Relationship between RGT and Laurel Hill Association Book 2542, page 124-125.

Association and RGT can enter agreement of Conservancy Practices which will bind both properties (article X, section 2)

(Mary Alice Wilson, Jan 21, 2013)