

Walden Woods Council Boundaries: Plan C Comprehensive Compromise:

Revised after Walk

History

Plan A for the Council Boundaries was approved by a vote of the Conservancy Board on 9/19/12. The next step in implementing that plan was to have a map drawn. A number of issues that were not part of the vote arose when the map was drawn. The intention of Plan A was to use tree lines as boundaries. Legal counsel advised against this. Counsel also advised keeping both sides of Walden Meadow in the Conservancy, using the road offset lines rather than the sidewalk edges as Plan A envisioned. An issue arose about the retaining wall on Scarlet that supports the parking area that is to be shared between Duplex and TownHome. The issue of using the tree lines versus the cost of surveying has never been addressed or resolved. Plan A has not moved in three years.

Plan B was proposed as a means getting something moving and of avoiding the guesstimated \$20,000 that would have to be spent to survey tree lines as points and lines on a map rather than a meandering line. Plan B would put the boundaries into areas where no one would ever care because no cost would be involved along the lines. For example, the boundary between Woodmoor and the Village (on the Knoll) would bisect the wetland area on the side of Walden Meadow opposite the Big Walden Pond. The problem with Plan B is that it would make all five councils responsible for trees that they had always assumed would be Conservancy. For that reason, Plan B would probably never win enough votes.

New Proposal

The Process

Plan C is now proposed as a solution to the stalemate.

This will be easier to understand if you go to page 63 of the Declaration and note that the Declaration already calls for a series of Schedules (References.) Creating two Schedules A-5 and A-6 is part of the solution. At the same time we will satisfy the requirement of the missing Schedule A-3 The Survey.

First of all, remember that council boundaries exist **only** for the purpose of allocating cost. They have no other value. They do not define liability as legally Walden Woods, Inc. is one association. **The boundaries only need a survey map because the current Declaration calls for a survey map.**

So:

1. Eliminate the need for a survey showing the boundaries by amending the Declaration. The only section that needs to be changed is page 3 Section 2.9 Council Area: *The Units in each Council and the common elements in the vicinity of these Units **as shown on the Survey.***

Change it to read: ...*the vicinity of these units **as described in Schedule A-5 entitled "Description of Council Boundaries."***

2. Define the Council Boundaries through this **description rather than through a survey**. A proposed description is attached.
3. A sketch called *Schedule A-6 Boundary Sketch* can be used to complement the description. A proposed sketch is attached. A sketch is not a survey. The Description will trump the sketch.
4. Send the map back to the surveyor. Remove all the hatch lines that were to depict Council Boundaries. The map is then a survey of Walden Woods, Inc. in its entirety, not a boundary map. That satisfies other references in the Declaration to a survey. The map becomes the missing Schedule A-3 Survey.

Attachment I: *Schedule A-5 Description of Council Boundaries:*

Council Boundaries exist only for the purpose of allocating cost between the Councils and between the Councils and the Conservancy.

- A. **Duplex Council, lower area**, is defined as the area of Duplex Homes to the generally easterly side of Big Walden Pond. The council boundary begins at a point which is the intersection of the interior edge of the Walden Meadow sidewalk and a line extending the natural tree line running parallel to the exit side of Haskins. The interior edge of the sidewalk is defined as the edge of

the sidewalk furthest from Walden Meadow Road. This point is shown on the sketch as **Point 1** on Sketch V-105.

The line then runs generally southwesterly along the natural tree line behind Haskins, around the Marble Faun Circle and then generally northerly behind Marble Faun. It runs to a point which is an extension of the tree line to its intersection with the interior edge of the Walden Meadow sidewalk. This is shown as **Point 2** on Sketch V-101. From that point it runs generally easterly along the interior edge of the Walden Meadow sidewalk back to its starting point on Haskins, **Point 1**, Sketch V-105.

B. The upper portion of the Duplex Council starts at a point along the interior edge of the Walden Meadow sidewalk, where a perpendicular line would encompass the wall and plantings to the east of the Scarlet exit and then joins the natural tree line running parallel to Scarlet. This point is shown on the sketch as **Point 3** on Sketch V-101.

The line runs generally southerly along the tree line behind that side of Scarlet until it comes into the area containing the lower section of the steel fencing that protects the drainage area to the east of the Scarlet parking area shared by Duplex and TownHome. The lower retaining wall and the lower fence are in the Conservancy. The upper retaining wall and the upper steel fence are in Duplex and TownHome. The boundary line splits the area between the base of the upper wall and the top of the lower wall. This point is shown on the sketch as **Point 4**, Sketch V-103.

The length of the top of the wall is split between Duplex and TownHome. At that dividing point, the boundary line turns generally northwesterly to a point equidistant between the northerly edge of the drive that serves the first TownHome at 25 Scarlet and the southerly corner of the foundation of the last Duplex at 23 Scarlet. The line then runs to the west and turns to the north to split the lawn area between Scarlet and Rhodera as well as the trees between 1-3 Scarlet and 28-30 Rhodera. It stops on the interior edge of

Walden Meadow sidewalk shown on the sketch as **Point 5** on Sketch V-101. It then runs along the interior edge of the sidewalk generally easterly back to the starting point of the upper section of Duplex, **Point 3**, Sketch V-101.

- C. The **TownHome Council** begins at the point on the interior edge of Walden Meadow sidewalk that is shares with Duplex between 1 Scarlet and 28 Rhodera, **Point 5**. It runs generally southerly along the interior edge of the Walden Meadow sidewalk until it crosses Jacobi so as to encompass the Jacobi dividing island inside the TownHome boundary and then connects to the southerly edge of the curb on Jacobi, **Point 6**, Sketch V-101. The curb is part of Jacobi. The line then runs generally easterly along the outside edge of the Jacobi curb to a point where the ball field ends and the irrigated lawn begins alongside and behind 1-3-5-7 Last Leaf, **Point 7** , Sketch V 101.
- D. It runs behind these Last Leaf homes along the edge of the ball field up to the southern property boundary, **Point 8**, Sketch V-101. It then runs east along the property boundary to a **Point 9** on Sketch V-103 where it turns north to intersect with the start of the trail and the tree line behind the Last Leaf parking area, **Point 10**, Sketch V-103. The tree line then runs behind the last Leaf TownHomes until it turns north and west to run toward Scarlet to the point between the upper and lower retaining wall that is shared with Duplex, **Point 4**, Sketch V-103.
- E. The **Ridge** is defined by the boundary lines of its individual Limited Common Elements.
- F. **Woodmoor** is defined by the boundaries of its Lot Units.
- G. The **Village** is defined in two sections. The section around the Green is defined as the area inside the curbs of the Village side of Pierce, Hawthorne, Mercer, Walden Meadow, On the Green* and back along Walden Meadow to Pierce. *On the Green roadway and both its curbs, The Green, the sidewalk that fronts Walden Meadow, the grass section to the curb, the sidewalks in front, alongside and in back of the Meeting House are not in the Village. The driveway aprons of the Village homes are in the Village. The

parking areas next to the Meeting House are not in the Village. The two stone walls that enclose the sidewalk to the Meeting House from Hawthorne are not in the Village. The Knoll section begins at a **Point 11** on Sketch V-101 on the westerly boundary line of the property with its origin on the interior edge of the Lockview sidewalk. The line then heads generally north along the line to a **Point 12** to the rear of 26 Ivy Lane on Sketch V-102. It then heads south along the tree line until it intersects with the curb on Walden Meadow Road, **Point 13** on Sketch V-101. It then turns generally westerly to run along the interior edge of the Walden Meadow and Lockview curb until it meets the Lockview sidewalk. It then runs along the interior edge of the sidewalk until it meets the origin boundary line, **Point 11**, Sketch V-101.

- H. **Council Area within the Conservancy:** the mailboxes on Jacobi including the foundation and the plantings and beds that surround the foundation are the responsibility of Town Home or Town Home and Duplex as they jointly decide.
- I. **Council Limited Common Elements:** the designated parking areas within Duplex are Council Limited Common Elements and are subject to Rules defined by Duplex and approved by the Conservancy. The designated parking areas within TownHome are Council Limited Common Elements and are subject to Rules defined by TownHome and approved by the Conservancy. The one on the southerly end of Scarlet is split 50/50. There is an allowed use exception for the parking area in front of the Community Garden; that is, gardeners may park in vacant spaces in that area when they are present at the garden.
- J. **Conservancy Areas within Councils:** the following are the responsibility of the Conservancy:
 - a. The Vortecnic Units on Haskins, Scarlet, and Marble Faun. This includes only the units themselves and does not include catch basins, surface drains, drain pipes into or out of the units, drain pipes, structures, or water courses out of the units.

- b. The Amphibian Tunnel: this includes the approach into the tunnel, the tunnel itself, and the exit from the tunnel including the shrubs on the exit side..
- c. The Four Entrance Markers: (the two stone pillars on Mercer and the two stone pillars on Pierce) This includes the stonework and the plantings. The fifth one is already in the Conservancy. The small Woodmoor signs come down. The larger Walden Woods signs stay.
- d. Any tree within the Ridge that encroaches upon the Pool Road or the pathway from Mercer to the Pool Road or any Woodmoor lot unit on Mercer.
- e. The two stone walls, the beds surrounding the walls and the plantings in those beds which are adjacent to the Meeting House sidewalk that exist onto Hawthorne.

K. Areas Owned by Others (Town of Windsor) but maintained by the Conservancy:

- a. The island at the front entrance on Walden Meadow
- b. The island at the intersection of Walden Meadow and Lockview
- c. Thoreau Circle island
- d. The land and sidewalk between Thoreau Circle and Pierce. This parcel of land is owned by the town.

Attachment II: *Schedule A-6 Boundary Sketch*

(Insert Sketches V100-V105)

Attachment III: The logic of this proposal:

1. It provides us with a Survey map as called for in the Declaration and on the page Schedule A-3. That satisfies the other references to the survey. For the purpose of the boundaries, it is only a sketch. The description governs.
2. It provides tree lines as boundaries without having to spend the money to survey the tree lines.
3. It puts all the structures or expenditures that were mandated by the town, constructed by the developer, into one category.
4. It puts all the areas owned by others, constructed as part of the development, into one category.
5. It addresses the situation where Ridge was responsible for all its trees and the other councils (except Woodmoor lot units) were not. Ridge covers the costs of all its trees except those that encroach on the Pool Road, the Pool Pathway, and the Woodmoor houses along Mercer.
6. Duplex covers the cost of the barrier trees (planted and natural) from Haskins to Marble Faun along Walden Meadow. Duplex covers the cost of its trees from the entrance side of Scarlet to Point 5 along Walden Meadow.
7. TownHome covers the cost of its barrier trees from Point 5 to Point 6 along Walden Meadow.
8. Village covers the cost of its barrier trees from Point 13 on Walden Meadow and Lockview and along the property line to Point 12.
9. It avoids using the offset lines along Walden Meadow. Those lines do not follow the road. Using them will cause nothing but problems about portions of the irrigation that weave in and out of those lines.
10. It avoids the unfair and undetermined liability issue for the four Woodmoor units that abut the town sidewalk from Thoreau to Pierce.
11. It puts the right of way issue at the end of Pierce into wherever it falls within the deed.