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THE CONSENSUS

VOL. VI, No. 1 July 6, 1955

NEXT MEETING: The next general meeting of Brown's Wood will be held at 8:30 on Thursday evening, July 14, presumably in Rm. 10-280, MIT. Items for discussion will include: road contract and related matters; architectural restrictions; road naming progress; and final approval of the method of applying previously approved lot pricing methods, as described in Vol. V, No. 10 of The Consensus.

OTHER MEETINGS: A meeting has been scheduled for July 28, when it is requested that all those be present who wish to say anything further about the road contract, or who wish to participate in the decision on acceptance of a bid. (For details, see report of June 30 meeting, below).

The Executive Committee expects to hold meetings every Tuesday for the next several weeks, until the road construction is pretty well wrapped up.

EXTRA FEATURES: Included with this issue or being sent under separate cover are: a) a table of elevations, so that members may do surveying on their own lots with something to start from; b) a table of water tap locations, so that members may check on their appropriateness; c) a copy of the road contract form as it is being distributed to bidders; d) copies of the Brown's Wood surveying manual for use in the field work, or rather Chapters 1 and 3 of said manual.

JUNE 30 MEETING: Report by Molly Morgan
Clerk, Brown's Wood

A meeting of Brown's Wood was held on June 30, in Rm. 10-275. Present were: Genny Daly, Homer Eckhardt, David Freeman, Ranny Gras, Stuart Grover, John Harris, Ed Healy, Hap Horn, Manny Kramer, Carol and Jim Meyer, Molly and Dick Morgan, Nell and Kal Novak, Art Swanson and Ruth Wales. Present also as interested observers were: J. G. Carleton, Nettie and Dave Shansky, Al and Priscilla Lazuk, and G. Sorin. The meeting began at 9:00 PM.

Road Contract: Turning to his copy of the road contract, Ranny said that on page 4, a paragraph about the owner's right to terminate had been added. Ranny suggested that the group should authorize the Executive Committee to sign the contract when it comes in and, also, that the group should agree to comply with specifications recommended by the Executive Committee on the schedule of payments.

Road Contract (Continued):

It was AGREED: That those present at the meeting called to discuss acceptance of bids by contractors are authorized to give final approval of the road contract, waiving the usual period of waiting for approval by absent members. The meeting called to discuss acceptance of bids by contractors will be held shortly after the deadline for acceptance of bids (probably on July 28). Members will be notified of the date, time and place of this meeting by a phone call from the secretary at least three days in advance of the meeting.

(Because of the importance of this action, the Executive Committee wishes to make especially clear exactly what is meant. Observance of the usual ratification procedure would delay the signing of the contract at least ten days; and would necessitate weekly general meetings, plus more ten day periods, to OK each payment to the contractor. This is an unwieldy procedure. The membership is therefor asked to waive the ratification process, and give final and unqualified approval at the (July 28) meeting, to both the acceptance of one bid and the terms of the contract. From that point the Executive Committee can act for the group in all contractual matters where time is important.

If there are any objections or questions regarding this waiver and final authorization, please bring them up before the next meeting (July 14). - ED).

Schedule for Road Contract: The road contract as it stood was approved by those present. It would be submitted to Mr. McClennan and the Town of Lincoln as soon as possible. If they approved it, or as soon as they did, the road contract would be announced to Gainey's Newsletter, Dodge Reports, and by letter to those contractors who we know are interested. July 22 was set as the final date for deliverams of bids by contractors. July 28 was set as the date for the group meeting to decide which bid to accept. The interval of six days between July 22 and July 28 was considered to be enough time to allow the executive committee to look over the previous work of the contractors who submit bids on our road.

Johnson Piece of Land: On the advice of Henry Warner of the Water Board, Mr. Johnson felt it was out of the question for him to deed us the land we were interested in. Mr. Johnson, moreover, has asked that we fill in a drainage test hole which he says is on his property. It was the consensus of the group present that the hole certainly should be filled in, anyway, even if it isn't on his land.

Road Name: It was AGREED: That the following method of choosing a road name be adopted: The road name committee will draw up a list of names from its own selection and from other

Road Name (Continued):

sources and that this list of names be tabulated in ballot form with six grades of voting possible: +3, +2, +1, -1, -2, -3. A ballot form will be sent by mail to every member, two to each family. If a member is completely neutral about a name on the form, he does not have to vote upon it; however, he must return the filled-in ballot form within one week. Otherwise, his votes will not be counted. - The Road Name Committee will collect the ballots returned by mail, take the weighted results of this voting, and divide the list in half, according to strength of preference. If in doubt about any particular name - as to whether it falls in the top half or the bottom half, the committee will include it in the top half. The bottom half of names will be discarded by the committee. The top half will be put on ballot forms and sent to each member, exactly as before. Voting will continue in this manner, with the list reduced by half each time, until in the opinion of the committee, one name can achieve a 2/3 majority vote. At this time, the committee will send out ballot forms for the purpose of getting a direct vote. When a name achieves a 2/3 majority vote, that name will become the name of our road, without the need for confirmation by consensus.

Filling our Authorized Membership: There was some feeling expressed that it might be well to fill our authorized membership, before the road is completed, at least, as it was felt that there might be an undesirable psychological difference between those families who joined after the road was finished and those who joined before the road was completed. - As the Moys have not been repaid, it would be well, it was felt, to take in another family to help us meet this financial obligation. The difficulty of new members in getting to know the group was mentioned; no solution to this problem was accepted as satisfactory, although a number have been suggested. The initiative in getting acquainted is left solely to the prospective members. On the other hand, there was some feeling against reviving the old membership committee as well as some feeling for reviving it. "No" said someone, "committee are worse than people!" In any case, some people felt that the business before us of finishing the road should take precedence over finding new people to join the group.

Non-Member Use of Transit: Bob Burgher had asked if he could borrow our transit on week-nights, any time we are not using it. Some people were in favor of letting him borrow it, once the pressure of work on the road has let up. Immediately the question of insurance came up; we don't have it taken out for the transit, yet. It was AGREED: That $21 be authorized for insurance on the transit for the next three years. As for the question of non-members borrowing the transit, it was AGREED: That we are to reserve the use of the transit for the exclusive use of Brown's Wood members until the surveying needs of the road are 100% completed. No policy was formulated for

possible borrowing of the transit by non-members after that time. (As one in favor of the proposed loan, I would like to point out that the above agreement was not so much a heartfelt unanimity as it was an absence of agreement in the opposite direction. However, it stands, and perhaps with good reason. - One may wonder how much more slow and difficult Brown's Wood's progress would have been if the group had not enjoyed the benefit of many loans of variegated nature. ED)

No to Driveway Easement: Mr. Shapiro has so far shown no interest in obtaining a driveway easement from us. In any case, a member has now gone on record as opposing our ever selling an easement for a non-member's driveway. This member feels that we are paying for the road, water, etc., and that we should have exclusive use of it. Also, he feels, the appearance of the land neighboring such an easement would be hurt.

Loewenberg's Banking Recommendation: Mr. Loewenberg, who has talked to a number of bankers lately about our chances for obtaining 4% interest on our mortgages feels that a deed restriction on architecture would improve our chances in this direction. Some bankers assume we have such an architectural restriction, he said. Some members felt that it might not hurt us to put in a stipulation to the effect that all house-plans must be passed by the executive committee, with the understanding that the executive committee would be pretty nearly bound to accept all house-plans offered by the building families. No agreement was reached on this point, but it was felt that this should have serious consideration.

The meeting adjourned at 10:30. Another meeting was scheduled for July 14, same time, same place.

* * *

FIELD WORK: The Executive Committee, at a meeting of July 5, decided that the "supervisor" system of organizing field work be revived and enforced, in order to get the necessary work done in the necessary time. This coming week-end, Lang Wales will be in charge and will see that enough people, tools, and experience are present each day. The following Saturday will be managed by Paul Loewenstein. A review of what needs doing:

Identify trees to be welled: Dave Freeman and Dick Daly.

Slope staking, fillet centre and arc staking, grade checking, clarification of intersections: 6 human-days of work, preferably by a 3-person crew for 2 days.

Level Circuit: 4 human-days of work: 2-person crews for 2 days.

Control Survey: 12 human-days: 3-person crews working 4 days.

Total: 22 human-days, or about three week-ends of applied effort.

FIELD WORK (Continued):

A member has requested that we present a refresher course in the "supervisor" system. It works as follows: The supervisor

1) Calls people in advance, and cajoles, wheedles, threatens enough of them to make up the crew or crews needed. - He does not get somebody else to do the calling for him.

2) Finds out in advance (if he doesn't already know) just what has to be done and in what status quo is the work already. He does not leave it up to the crew to find out.

3) He gets the tools, books, maps, stakes, 1st. Aid kit, together at the land at the proper time (9:00 A.M.), preferably himself. If he simply cannot do this, he assigns this job to a specific person. He does not expect tools to get to the land by themselves.

4) He gives the crew instructions on how to proceed, where, and how far. If he feels too inexperienced to instruct, he makes sure that a member is present who can do so, and makes sure of this in advance. He does not rely on last minute telephone calls to find out what the ____ is supposed to go on.

5) He should by rights work as part of the crew or crews. If unable to do this throughout the day, he should at least be around part of the time and see that all is well, and should not leave without reaching a clear understanding with those working as to what is expected.

6) He should at the end of the day collect all information as to progress made, errors found, etc., and report with same to the Gras house, bringing tools with him. If Ranny isn't home to receive information, it can be given in writing. The supervisor should not leave it to the next day's crew to try to figure out what has already been done.

This Boy Scout Manual would not be complete without a word of reminder to the crew members. If you have promised to come to the land Sat. at 9:00 AM to work all day, and then find you have a broken back, call the supervisor early enough to fill the gap.

GAS MAIN: The gas company would like Brown's Wood business. If enough families are interested, the company will install a gas main at their own expense. Please consider this matter and be prepared to answer one way or the other.

TAP LOCATIONS:

The following table will enable members to determine on the land (or a map) the planned location of taps for their lots. In cases where members have not designated locations, the Engineering Committee has done so for them.

Note: for purposes of economy, it was advisable in some places to have connections directly across the road from each other. Thus two lots sometimes share the same tap location; however, there is a separate tap for each lot.

LOT	ROAD	STA.	LOT	ROAD	STA.
1	main	1+44	13	main	hyd.
2	main	4+20	14	main	hyd.
3 (21)	main	6+40	15	main	19+90
4	spur	11+1	16 (11)	main	16+50
5	spur	hyd.	17	main	13+92
7	spur	12+35	18	- - - - - - - -	
8	spur	11+1	19 (20)	W.Rd. Conn.	11+92
9	main	15+25	20 (19)	W.Rd. Conn.	11+92
10	main	15+65			
11 (16)	main	16+50	21 (3)	main	6+40
12	main	18+42	22	main	2+85
6	spur	hyd.	23	main	0+80

(Note: Lot 18 will tap on to the water main on Weston Rd., so no tap for that lot need be included in the road contract).

ELEVATION TABLE 7/6/55

Prepared by L. Wales

Table gives elevation of highest point on station. If station is on a rock, the elevation given is the highest point on the rock regardless of the drill hole height. If the station is a stake, the highest corner of the stake head is the elevation. Ignore protruding nails.

Marks on rocks - the traverse station is marked by a circle around the drill hole, the elevation benchmark by a solid square.

When a BM number is given in the table it refers to a separate bench mark, usually a rock, near but not a part of the station whose number it carries; e.g., BM 5 is on a large rock near Stake 5.

Our "basic benchmark" is the d.h. (drill hole) in the stone at the intersection of the wall South of Lot 17 and the wall along Weston Rd. The elevation of this point has been taken as 200.00 ft., and is close to the elevation with respect to mean sea level.

(In the table, $H_{gnd.}$ is the height of the ground at the station.)

Station	H	H_{gnd}	Station	H	H_{gnd}
1	226.91		8	221.11 stk.	
1B	227.49		9	227.48 stk.	226.7
2	227.29 s.b.	227.2	9A	225.36 stk.	
3	231.19 stk.		9B	226.91 stk.	226.3
4	221.93 stk.	221.0	10	230.95 stk.	230.1
BM 4	223.86 rk.		BM 10	228.53 rk.	
5	222.32 stk.		10A	231.47 stk.	
BM 5	223.88 rk.		10B	229.06 stk.	
6	222.69 s.b.	222.4	10C	234.25 stk.	
BM 7	220.26 rk.		11	235.55 stk.	

ELEVATION TABLE

7/6/55

Station	H	H_{gnd}
11A	241.85 stk.	
11B	249.55 stk.	
12	255.36 stk.	
12A	258.84 stk.	
13	255.66 stk.	
13A	270.30 ldg.	270.3
14	253.30	
14A	254.72	
14B	265.29 stk.	
15	255.66 stk.	
15A	251.10 stk.	
15B	248.11 stk.	
16	247.12 stk.	
17	235.39 stk.	235.2
17A	255.40 stk.	255.2
18	261.33 stk.	
18A	279.02 stk.	
BM 18A	283.61 rk.	

Station	H	H_{gnd}
BM 18A	283.61 rk.	
19	278.92 stk.	
19A	260.64 c.b.	260.0
20	253.99 rk.	
20A	d.h.-rk.	
20B *	200.00 d.h.-rk.	199.1
BM 20B **	200.32 rk.	
21A	194.40 stk.	194.1
22	202.70 rk.	202.0
23	214.60 stk.	213.8
23A	218.84 stk.	218.5
24	230.23	229.8
25	234.31	233.8
26	227.18	226.5
BM 26	228.83	

* 20B gives el. of d.h.
** BM 20B is high pt. of same rock

ELEVATION TABLE

7/6/55

Station	H	H_{gnd}	Station	H	H_{gnd}
30	231.03 stk.		BM 52	271.07	
31	238.51 stk.	237.8	53	stk.	
31A	244.68 stk.		54	stk.	
32	254.20 stk.	253.6	BM 54	270.05 rk.	
33	271.82 stk.	271.0			
34	257.90 stk.	257.2	61	233.05 stk.	231.5
BM 34A	249.77 ldg.		62	241.45 stk.	240.1
			63	232.66 stk.	230.8
40	260.80 stk.				
41	263.91 stk.		70	stk.	
42	266.98 stk.	266.3	71	244.56 stk.	242.7
42A	294.56 stk.	293.2	72	stk.	
43	stk.				
44	228.20 stk.	227.6	80		
			81		
50	284.08 stk.	283.0	82		
51	266.89 stk.	266.4	83		

ELEVATION TABLE

7/6/55

Station	H	H_{gnd}	Station	H	H_{gnd}
84			101	250.04 c.b.	
85			102	244.98 c.b.	
86			103	235.67 c.b.	
87			104	228.92 c.b.	
8			105	rk.	
			106	rk.	
			107	207.36 rk.	
			108	225.84 rk.	
			109	rk.	
			110	rk.	
			111	rk.	
			112	rk.	
			113	281.91 stk.	
			BM 113	284.04 ldg.	
			114	271.72 stk.	
			BM 114A (balancing rock)		
			115	263.84 stk.	

Station	H	H_{gnd}
116	261.24 stk.	
117	247.62 stk.	

d.h.	drill hole	c.b.	concrete bound
s.b.	stone bound	rk.	rock
ldg.	ledge	stk.	stake

AGREEMENT

Item 2. Subgrading (Continued)
backfill. Any additional fill can be taken from the premises at locations designated by the Engineer. Any excess fill shall be removed from the premises.

Item 3. Construction of Road and Shoulders
On a prepared subgrade shall be constructed a road consisting of bank run gravel with binding qualities, thoroughly compacted to a minimum thickness of 12" over a width of 20'. Shoulders shall be 2' in width consisting of gravel compacted to a thickness of 12". Slopes shall be covered with loam from the site insofar as same is available, as designated by the Engineer.

Item 4. Oiling
a) Oiling with two coats of road oil at time of construction. (Oil type to be specified. 1/2 gal. - 1/3 gal. per sq. yd.)

b) Two coats of road oil within 2 years of execution of contract. (Specify oil type).

c) Surfacing with Class C Bituminous at time of construction.

d) Surfacing with Class C Bituminous within 2 years of execution of contract.

e) Dust control oiling during construction.

N. B. Only one of alternative methods a), b), c) or d) will be included in final contract. Dust control under e) may or may not be included.

Item 5. Drainage
Excavate 2 drywells, of dimensions and locations shown on the plan, and trench 2 ft. in width to a depth as shown on the profile and not less than 4 ft. below original grade and not less than 6 ft. below final grade. Fill drywells and trench with bank run gravel free of clay or loam, and roll to grade; or, alternative, fill drywells and trench with stone which passes a 1-1/2 inch sieve but will not pass a 1/2 inch sieve, and cover with two inches of sand.

Open-joint 4" tile pipe shall be laid as indicated on the plans.

Twelve inch reinforced concrete pipe cross drains with drop inlet catch basins shall be installed as shown.

Gravel under the drop inlets shall be laid in 6" layers and tamped for a distance of 5 ft. on either side of the drop inlets.

AGREEMENT

Item 6. Excavation for Trench, Furnishing and Laying Pipe

Furnish and lay, Johns-Manville 8" Transite pipe, to the lines and grades furnished by the Engineer and in accordance with the directions of the Lincoln Water Board and their Superintendent. This includes excavation, connection to the town main in Weston Road, including supplying tapping sleeve and gate; backfilling after approval by the Water Board representative.

The Contractor will also supply and install five hydrants with gates, four 8" main gates, three 8" tees for the last hydrants on the line, all as located by the Engineer. All work and materials to meet the requirements of the Lincoln Water Department. Length of pipe, approximately 3,000 ft.

The Contractor will also excavate trench, supply and install 22 1" taps and shut-offs at locations shown on the plans, backfill trenches, and furnish sets of measurements showing location of each shut-off.

Item 7. Blasting

Boulders over 1/2 cu. yd. in the trench, and over 1 cubic yard on the surface, shall be considered ledge, and shall be removed at the additional costs specified under Payment Schedule.

Item 8. Removal of Trees, Brush, Stumps and Debris

Removal of all above items except trees, as well as any trash or rubbish resulting from work done under this agreement. The site shall be left neat and clean.

Lines and Grades

The Engineer for the Owner, R. W. Gras, will furnish the lines and grades.

Disputes

Any dispute arising under this agreement or any question as to the manner of conducting the work shall be referred to the Arbitrator, Lester Willard, Giles Road, Lincoln, whose decision shall be final and binding upon both parties hereto. It is mutually agreed that the decision of the Arbitrator shall be a condition precedent to any right of legal action that either party may have against the other. The Contractor shall not cause a delay of work not under dispute, pending any arbitration.

AGREEMENT

We, _____ the Contractor agree to the above terms and conditions.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals this day of , 1955.

/s/ BROWN'S WOOD, INCORPORATED, Owner

_____, President
Ranulf W. Gras

_____, Treasurer
R. Langdon Wales

/s/ _____, Contractor

N O T I C E

Bids will be considered on or before July 22, 1955 for the construction of approximately 3,000 feet of 2nd. Class road and 8" water main, connecting Conant and Weston Roads in Lincoln, Mass.

Proposal forms, plans and specifications can be obtained, for a $5.00 refundable deposit, from R. W. Gras, 471 Conant Rd., Weston, Mass. For appointment call WAltham 5-6007.

BROWN'S WOOD, INCORPORATED

Ranulf W. Gras
471 Conant Rd.
Weston, Mass.

MR. + MRS. R. L. WALES
9 FAYETTE RD.
BEDFORD
MASS.

ROAD NAME BALLOT NO. 1

July 13, 1955

NAME	+ 3	+2	+1	0	- 1	- 2	- 3
ALISA							
ALPINE							
AMITY							
APPIAN							
ARBELA							
ARROWHEAD							
BROWN'S WOOD							
CAMPION							
CARAVEL							
CASTLE							
CATELLA							
CHANCERY							
COCO							
COMMUNITY							
COMPASS							
COMPROMISE							
CONSENSUS							
DANA							
DELIBERATION							
FOXHILL							
GLACIER							
GREENWOOD							
HALTHAME							

NAME	+3	+2	+1	0	-1	-2	-3
HEATHERLAND							
HOMESTEAD							
INDIAN HILL							
INDIAN ROCK							
KARN							
KNOLL							
LAUREL							
LINNEAUS							
MATHER							
MOCASSIN							
MOCASSIN HILL							
MUTUAL							
NOTTAWAY							
OAK							
OAKDALE							
OXBRIDGE							
PENNYMEADOW							
PLEASANT							
PRIVATE							
RANSOM							
RED OAK							
ROCKRIDGE							
ROUNDABOUT							
ROUND ROCK							
ROUND TOP							

NAME	+3	+2	+1	0	-1	-22	-3
SILENE							
SERENITY							
SHORNECLIFF							
SLITHERING HEIGHTS							
TILL HILL							
UNICORN							
VERDANT							
VOLUNTARY							
WAMPATUCK							
WITCH HILL							
WOODLEDGE							
WOODRIDGE							

RULES:

1. Use only X to indicate vote.

2. Vote for every name once (and only once) even if you don't care.

3. Consider each name to be followed by a suitable word such as Road, Lane, Place, Terrace, Drive, Way, etc. A suitable word will be chosen by the group at the end of the balloting.

4. +3 indicates highest preference.
   -3 indicates strongest disapproval.
   0 indicates neutrality.

5. You may have as many +3's or -3's or any value as you like.

6. Ballots must be returned (postmarked) on or before Thursday, July 21, to John Harris, 1000 Concord Turnpike, Lexington.

BALLOT TABULATION:

1. Total value of votes for each name will be counted.
2. The names will be arranged in order, according to their total votes.
3. The upper half of this tabulation will be used to make up a new ballot. (In case of a tie at the middle of the list, all names involved in the tie will be included) Results of preceding ballot will be included for reference.
4. The same procedure will be repeated with succeeding ballots until the name committee feels that a name has a chance of two-thirds approval by the group.

ROAD NAME BALLOT NO. 1

July 13, 1955

NAME	+ 3	+2	+1	0	- 1	- 2	- 3
ALISA							
ALPINE							
AMITY							
APPIAN							
ARBELA							
ARROWHEAD							
BROWN'S WOOD							
CAMPION							
CARAVEL							
CASTLE							
CATELLA							
CHANCERY							
COCO							
COMMUNITY							
COMPASS							
COMPROMISE							
CONSENSUS							
DANA							
DELIBERATION							
FOXHILL							
GLACIER							
GREENWOOD							
HALTHAME							

ROAD NAME BALLOT NO. 1 July 13, 1955

NAME	+3	+2	+1	0	-1	-2	-3
HEATHERLAND							
HOMESTEAD							
INDIAN HILL							
INDIAN ROCK							
KARN							
KNOLL							
LAUREL							
LINNEAUS							
MATHER							
MOCASSIN							
MOCASSIN HILL							
MUTUAL							
NOTTAWAY							
OAK							
OAKDALE							
OXBRIDGE							
PENNYMEADOW							
PLEASANT							
PRIVATE							
RANSOM							
RED OAK							
ROCKRIDGE							
ROUNDABOUT							
ROUND ROCK							
ROUND TOP							

NAME	+3	+2	+1	0	-1	-22	-3
SILENE							
SERENITY							
SHORNECLIFF							
SLITHERING HEIGHTS							
TILL HILL							
UNICORN							
VERDANT							
VOLUNTARY							
WAMPATUCK							
WITCH HILL							
WOODLEDGE							
WOODRIDGE							

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4. The same procedure will be repeated with succeeding ballots until the name committee feels that a name has a chance of two-thirds approval by the group.

Ranulf W. Gras
471 Conant Rd.
Weston, Mass.

BOSTON, MASS.
18
1955

SAVE THE EASY WAY
BUY U.S. BONDS ON
PAYROLL SAVINGS

~~MR. + MRS. A.B. VAN RENNES~~

MR. + MRS. R.L. WALES
9 FAYETTE RD.
BEDFORD
MASS.

THE CONSENSUS

VOL. VI, No. 2 July 21, 1955

FUTURE MEETINGS:

A general meeting of Brown's Wood, Incorporated will be held on Thursday evening at 8:30 PM, July 28, 1955, in Rm. 10-280, MIT. Bids for road construction will be considered and a decision made as to which to accept. Membership applications received to date will also be considered.

The Road name committee will meet Tuesday evening, July 26, at the Harris home, we are told., to consider the first ballot of votes on road names.

The Executive Committee will meet Tuesday evening, July 26, at the Gras home, to discuss the bids received for road construction.

MEETING OF JULY 14:

A general meeting of Brown's Wood, Incorporated, was held on Thursday, July 14, 1955, in Rm. 10-280, MIT. Present were Ann and Ranny Gras, John Harris, Ed Healy, Manny Kramer, Molly and Dick Morgan, Joan and Art Swanson, David Ritson and Al Van Rennes; Nettie and Dave Shansky were also present as interested observers (and applicants, we might add). The meeting began at 8:45.

Deed Restrictions: The meeting began with Ranny's suggestion that we discuss Mr. Loewenberg's recommendation on an architectural restriction to be written into the deed for the reassurance of the bank that is considering giving Brown's Wood members 4% mortgage rates. Mr. Loewenberg feels that unless we write a specific architectural restriction into the deeds, the bank will make their own specific suggestions. These definite suggestions might be embarassing to Brown's Wood members hoping to obtain 4% mortgage money.

Besides the architectural restriction, Mr. Loewenberg suggested the following or something similar be included in the deeds:

"The within conveyance is made subject to the real estate taxes for the current year, local zoning law, and the following restrictions which are imposed for the benefit of the other lots shown on the said plan:

1. Premises shall not be used for business purposes.
2. There shall be erected on the land only a single family dwelling house, costing at least _____ dollars, and a private garage appropriate for use of one family, only.

Deed Restrictions (Continued):

3. No building shall be erected nearer than _____ feet from any way or _____ feet from any side line of the lot.
4. The land shall not be subdivided.

The within conveyance is also made subject to easements granted for utilities as shown of record."

Regarding these suggestions, it was noted at the meeting that:

1. Previous group discussion concerning "business" use of premises had shown a general feeling to exist, that a doctor could hang out his shingle, a photographer could have a studio, without bothering either the town of Lincoln or the residents of Brown's Wood. It seemed to be the feeling that a self-employed professional person who did not hire more than a very few assistants (or attract too many clients) wouldn't come under the heading of "businessman". It was felt that the over-all objective of the clause was to avoid the building of a small factory in Brown's Wood).

2. The idea of a price restriction had been discarded by Brown's Wood long ago. However, the bank has had experience with Kendal Common, which hasnever had a case of a defaulted mortgage, and which has a cost restriction written into its deeds - albeit a ridiculously low cost restriction - $10,000.

3. The clause regarding private garages may be unnecessary if, as one member thought, Lincoln already restricts garages to the use of one family only. Furthermore, some members felt it was a restriction to be avoided if possible. Families might want to share garages or to rent out "garage apartments" to tenants.

4. The house shall be located not less than 50 ft. from the road or 40 ft. from the side lot lines, according to zoning laws of Lincoln. What purpose would it serve to write the town regulations into our deeds? Would a re-writing of the town regulations make the bank happy?

5. Further subdivision of the lots has already been made impossible by the town regulations.

Returning to the architectural restrictions, there was some feeling that since they would be intended for the reassurance of the bank, we should find out exactly what the bank wants, by going directly to them. There was also a counter-feeling that we should not approach the bak directly - that we should not try to get definite information lest it be information that we don't want to hear. Some felt the bank should be lulled by the indefinite approach we have been following - not stirred into active thinking by the direct approach.

The bank has been very pleased with the Kendal Common restriction, which says that all houses must be designed by one of a panel of six architects, as well as approved by the Board of Directors of the community. Brown's Wood has no desire for such a strict

regulation, or for anything more strict than the "gentleman's agreement" found in the membership agreement. The question is, does the bank have a definite idea of what they mean by a "homogenous contemporary community", or do they just feel that the right words will guarantee the right results?

In any case, Ranny has already asked Bert Loewenberg to approach the bank with the "Architectural Restriction" that we already have - written into the Membership Agreement. It will be interesting to learn the bank's reaction to our "Architectural Restriction".

Telephone Easement: The Telephone Co. asked for an easement, and presented a specific form for same. Mr. Loewenberg felt certain changes should be made. The second form, with changes underlined in red, is as follows:

KNOW ALL MEN BY THESE PRESENTS

That, Brown's Wood, Incorporated, a corporation duly established by law and having a usual place of business in Weston, Middlesex County, Massachusetts for consideration paid, the receipt whereof is hereby acknowledged, grants to New England Telephone and Telegraph Company and Boston Edison Company, corporations duly established by law, their successors and assigns forever as tenants in common with quitclaim covenants, the exclusive right and easement to erect, operate, maintain and remove lines of poles (which may be erected at different times) with the necessary cables, wires, anchors, guys, supports and fixtures thereon for the transmission of electricity and transmission of intelligence by electricity upon and over various private ways as now laid out or as may be laid out in the future, in the Town of Lincoln, County of Middlesex, Commonwealth of Massachusetts, present private ways are as shown on Plan entitled "Subdivision of Land in Lincoln, Mass. owned by Brown's Wood, Incorporated, scale 1 inch = 40 feet, February 8, 1955, Ranulf W. Gras, Weston, Mass." approved by Lincoln Planning Board, March 9, 1955, recorded in Middlesex Registry of Deeds, South District, Cambridge Mass., Plan number 955 of 1955, Book 8475, Page End, and for service connections over land adjacent to said private ways and lamp connections with the right to cut down and keep trimmed all trees and bushes as in the judgment of the grantees, or either of them, would interfere with or endanger the said poles, cables, wires, anchors, guys, supports or fixtures, also the right and easement from time to time to renew, replace and to otherwise change said lines and each and every part thereof and the location thereof, with the right to place anchors and guys to support lines in said private ways, on land adjacent thereto. Permission is herein granted to enter said private ways and premises for all the above purposes.

Telephone Easement (Continued)

The grantees shall have the right to connect such poles, cables and wires with the poles, conduits, cables and wires which are located or which may be placed in public ways or streets within, adjacent or contiguous to the aforesaid premises.

It is understood and agreed that no poles, cables, wires, anchors, guys, supports or fixtures are to be erected in locations which will unreasonably interfere with the use of the said private ways or the land adjacent thereto.

IN WITNESS WHEREOF, Brown's Wood, Incorporated has caused these presents to be signed and its corporate seal to be hereto affixed by Ranulf W. Gras, its President and R. Langdon Wales it's Treasurer thereunto duly authorized this ..... day of ....., 1955.

BROWN'S WOOD, INCORPORATED

By _____
President

And _____
Treasurer

It was then proposed and AGREED: That the following Certificate, prepared by Mr. Loewenberg, be accepted as the true record of the action of Brown's Wood, Incorporated, regarding the above telephone easement and that after due process of ratification, Molly Morgan as Clerk should sign and seal a document reading likewise.

CERTIFICATE

I, Molly H. Morgan hereby certify that I am Clerk of Brown's Wood, Incorporated, a Massachusetts Corporation and that at a meeting of the Board of Directors, duly called and held on July 14, 1955 at which a quorum was present and voted the following vote was unanimously adopted and now remains in full force and effect:

VOTED: That the President of this corporation, Ranulf W. Gras, and the Treasurer R. Langdon Wales, be and hereby are authorized on behalf of this corporation to sign, seal with a corporate seal, acknowledge and deliver to the New England Telephone and Telegraph Company, a deed

Telephone Easement, (Continued):

in such form as they may approve, such execution and delivery being conclusive evidence of such approval, conveying a sufficient right-of-way across land of this corporation situated in the Town of Lincoln, State of Massachusetts.

Witness my hand and the seal of this day of , 1955.

Clerk - Molly H. Morgan

Corporate Seal

UnderGround Power: Mr. Loewenberg had remarked that this would be the best time for us to try to get underground power and telephone lines, if we are interested. Previous investigation of this matter by members had not been encouraging, indications being that it would be all at our expense, and would take six months longer.

However, Al Van Rennes pointed out that Belmont has passed a law putting all new power installations underground, and is gradually relocating the old lines as well. Perhaps they could supply us with ammunition to persuade the Boston Edison Co. to do some pioneering. Al agreed to look into this further or get someone else to do it.

Street Lamps: Ranny pointed out that telephone poles are also used as lamp-posts . Therefor, it is up to us to see that poles are located in such places that lamps installed thereon will not be a sleep-time nuisance. It was generally felt that the Telephone Co. engineer would be quite open to suggestions and that all we would have to do is tell him where we don't want poles.

Sewage: Mr. Morgan-Roth, sanitary engineer, has investigated the cost of a central sewage plant for Brown's Wood - relative to the cost of separate leaching lines for each house. He finds thatwe should stick to separate leaching lines, as planned, because a central sewage plant would be prohibitively expensive.

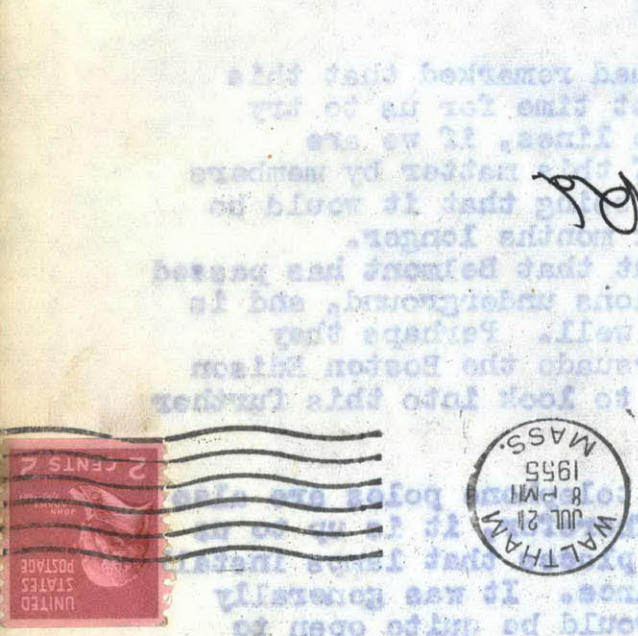
Loan of Transit: A member had objected to the group's decision on Non-Member Use of Transit, thus nullifying it. (See the July 6 issue of The Consensus for the decision). (It's still agreed that we should have insurance).

There were several statements by members in favor of lending equipment to our friends. There was a warm speech in favor of generosity. There was praise for the many non-members who have lent us equipment. It was pointed out that the previous objections to loaning the transit were based on a belief that it was going to be out on loan for a considerable number of week-days, which was not the case.

It was AGREED: That we would loan the transit to Bob Burgher at the discretion of the engineer.

New Members: It was decided that this matter should be taken up at the next meeting, July 28, when there would be plenty of members present. Two applications are in hand, one from the Herz family and one from the Shansky family. Both applications will be considered on July 28.

* * *



Call Thm Lowenstein about meeting

13
33
39
39
429

July 26, 1955

LIST OF TENTATIVE LOT PRICES

	LOT	AREA PRICE PLUS DES. DIFF. *	AREA PRICE PLUS D. D. PLUS DEV. **	AMOUNT DUE MONDAY, AUGUST 1st. ***
	1	$ 1 384	$ 3 984	$ 1,984 = 2204
Kramer	2	1 357	3 957	1,957 = 2177
	3	1 231	3 831	1,831
Grow	4	1 298	3 898	1,898 = 2118
	5	1 524	4 124	2,124
	7	1 334	3 934	1,934 + 220. = 2154
	8	976	3 576	1,576
	9	905	3 505	1,505
	10	1 170	3 770	1,770
	11	1 681	4 281	2,281
	12	1 202	3 802	1,802
	13	1 542	4 142	2,142
	14	1 276	3 876	1,876
	15	860	3 460	1,460
Horn	16	708	3 308	1,308 = 1528
Edlhalt	17	1 252	3 852	1,852 = 2072
	18	1 008	3 608	1,608
	19	1 030	3 630	1,630
Daly	20	1 306	3 906	1,906 = 2126
Freeman	22	1 654	4 254	2,254 = 2474
Harris	23	1 302	3 902	1,902 = 2122
	TOTALS	$26,000	$80,600	
			26,000	
			54,600!	Estimated Dev. Cost

* From Table, RLW, 6/22/55
** Development Share, $2,600
*** Estimated Price minus $2,000 already paid, due before signing contract.

Brown's Wood, Inc. – County Bank + Trust

Padding for contingencies = 6600 leftover

THE CONSENSUS

VOL. VI, No. 3 July 27, 1955

THE BIDDERS: Of the fifteen contractors who picked up plans, specifications, etc., two returned same without bids, six delivered bids, and seven have not been heard from since.

The bidders were: Cannavino and Shea, Leominster; Cali Construction Co., Fitchburg; Richard White and Sons, Newton; Doan Construction Co., Newton; Cucci & Son, Newton; Capone Corporation, Roslindale.

THE BIDS: The bids have been tabulated for your inspection, and may be found on page 3. So far, they have not been the cause of enthusiasm for any Brown's Wood members. The first reaction was: "They must all be insane. Let's go talk to the most normal of them and see if we can get anywhere".

THE TALK: Saturday afternoon, after making an appointment, the President and Vice-President of Brown's Wood went to Leominster and visited Mr. Shea, of Cannavino and Shea. They did not make any commitments but implied that BW might be interested in his company's services if the company and BW could come to reasonable terms.

Mr. Shea said he would soon have to lay off three crews because of a work stoppage in Worcester, so he frankly need this job, and had therefor figured it pretty close. He had the figures there to prove it, too.

He did think a few corners might be cut, however: 6" water main where allowed, instead of 8"; reducing the excavation depth of the drainage trench; something other than the usual gates at hydrants; avoidance of some blasting by judicious juggling of the water main position (many developers and towns put the pipe down the middle of the road or let it zig-zag from side to side, rather than blast a straight and narrow trench through granite.) - There was no point in talking about BW members removing stumps and debris, since Shea had already given a low figure for this operation.

Paul and Ranny left with a feeling that Mr. Shea could be trusted, at least.

THE PROFESSIONAL OPINION: Monday morning the President and the Treasurer of Brown's Wood visited Lester Willard, and showed him all the bids.

Mr. Willard said Cannavino and Shea's price was a good one - in fact, $5,000 less than he had figured we'd have to spend. He said prices are going up rapidly and will probably continue to do so for several months, being a result of price and wage hikes in other fields, rather than a symptom of the season. - The other bidders probably had (as members surmised) set up a lump sum and then divided it up any old way, accounting for the wide discrepancies in such items as water taps and clearing. But he knew by experience that Shea was a careful "figurer". C. and S. have done work in Lincoln and are well respected. The only other one he

knew was Cali.

Mr. Willard did not think anything could be gained by letting the thing out for bids again, either the same way or in parts (one water contract, one road contract). In fact, we'd likely do worse. Some of Mr. Shea's cost-cutting ideas wouldn't go in Lincoln, such as the wandering water main or the substitute for gates. The six inch pipe and making the trench a bit shallower could pare off a few hundred, but beyond that, Mr. Willard's advice could be summed up as "You can't do any better, why waste time trying?"

THE NEXT STEP: The Executive Committee at a meeting July 26 considered the following points: 1) C and S are the low bidders and can be talked to about cost reductions. 2) The next lowest bidder, Capone, seemed unapproachable and is too busy to be very eager for our contract. 3) The third lowest bidder, Doan, based their bid on a variation in trench design, which they said would be much cheaper. However, this design would not be allowed in Lincoln, so this bid figure is invalid. Allowing for proper design would add several thousand dollars. 4) The other bids are out of the question. 5)The good reputation C and S have in Lincoln could prove valuable to us. 6) C & S want to start immediately and be out in 60 days. None of the others could say this.

These factors led the committee to the conclusion that Brown's Wood should sign a contract with C & S as soon as possible (Monday noon), the contract to include the following of the alternates: Oiling when completed, and again within 30 days, rather than accept the "hedge price" of the 2 yr. job, or risking the damage inherent in an unoiled surface; 6" water main where allowable. - And BW members should be able to build their own tree wells - at $10/ft in height! - and put in guard posts if required by Lincoln.

THE MONEY: Lot prices can now be fairly well determined, on the basis of this contract price and a fair allowance for ledge and other contingencies. These prices are not what we had all hoped for. On the other hand, there seems little we can do to reduce them, either by waiting, by renegotiating, or by breaking our backs with pickaxes.

It was agreed (VOL. V, No. 10, p. 2, The Consensus) that the money to cover the contract would be collected and banked before the contract was signed. This may require some fast leg-work, and the details must be ironed out Thursday night. The Executive Committee recommends early action because Cannavino and Shea can very reasonably back out of the whole thing if left hanging around too long.

An added burden, but a temporary one, is the share of expenses that would be contributed by Lots 8 and 19, if they had owners. These will be divided equally, and amount to about $220 per lot, for which members will recieve Certificates of Indebtedness. It can be expected that these lots will not now remain unassigned for long. When they are sold, and when costs are known to the penny, there will presumably be refunds to the nineteen families.

Now that everyone know the worst, Thursday's meeting should see a decision, and a binding one (VOL. VI, No. 1, page 2, The Consensus).

A list of lot prices, and a corresponding list of amounts due on Monday, will be found on page 4.

ROAD BID SUMMARY

ITEM	Shea	Cali	White	Doan	Cucci	Capone
1. Clearing	800	7 035	2 251	2 000	6 300	2 500
1a. Stumps left					4 800	
2. Subgrading	4 000	6 695	7 148	9 109	6 500	8 900
3. Rd. & Shldrs.	5 600	5 250	8 077	5 600	10 000	5 800
4a. Oiling 30 ds.	1 700	1 600	2 100	2 100	2 100	3 500
b. " 2 yrs.	2 550	2 000	2 800	2 100	3 000	5 400
c. Bit., 30 days	- - -	4 800	- - -	- - -	5 000	7 600
d. " , 2 yrs.	- - -	5 300	- - -	- - -	5 000	9 800
e. Dust control	6¢/lb.	300	- - -	- - -	500	900
5a. Drainage	13 600	14 550	19 655	11 875	9 758	7 100
b. With stone	- - -	18 488	22 651	- - -	14 113	8 700
6a Water	14 250	10 700	25 960	13 444	11 400	15 200
b Taps, etc.	2 750	2 200	3 520	944	220	1 980
7a Blast trench	$6/cu. yd.	8	10	8	9	15
b " surface	$6/cu. yd.	4	5	4	10	5
c Boulders	$6/cu. yd.	8	5	5	6	5
8a Tree Removal	1 300	1 000	2 076	800	1 000	- - -
b Wells, $/ft.	10	3	10	5	15	12
c Posts, each	6	20	- - -	- - -	- - -	8
Total of 1, 2, 3 and 8a	11 700	19 980	19 552	17 509	23 800	17 200
4a	1 700	1 600	2 100	2 100	2 100	3 500
5a	13 600	14 550	19 655	11 875	9 758	7 100
6 a plus 6b	17 000	12 900	29 480	14 388	11 620	17 180
Min. TOTAL	$44 000	$49 030	$70 787	$45 872	$47 278	$44 980

(These totals exclude cost of wells, posts, and blasting).

July 26, 1955

LIST OF TENTATIVE LOT PRICES

LOT	AREA PRICE PLUS DES. DIFF. *	AREA PRICE PLUS D. D. PLUS DEV. **	AMOUNT DUE MONDAY, AUGUST 1st. ***	
1	$ 1 384	$ 3 984	$ 1,984	+220 2204
2	1 357	3 957	1,957	2177
3	1 231	3 831	1,831	2051
4	1 298	3 898	1,898 1,698	2118
5	1 524	4 124	2,124	2344
7	1 334	3 934	1,934	2154
8	976	3 576	1,576	1796
9	905	3 505	1,505	1725
10	1 170	3 770	1,770	1990
11	1 681	4 281	2,281	2501
12	1 202	3 802	1,802	2022
13	1 542	4 142	2,142	2362
14	1 276	3 876	1,876	2096
15	860	3 460	1,460	1680
16	708	3 308	1,308	1528
17	1 252	3 852	1,852	2072
18	1 008	3 608	1,608	1828
19	1 030	3 630	1,630	1850
20	1 306	3 906	1,906	2126
22	1 654	4 254	2,254	2474
23	1 302	3 902	1,902	2122
TOTALS	$26,000	$80,600		
		26,000		
		54,600	Estimated Dev. Cost	

44000
4000
48000
50000

* From Table, RLW, 6/22/55
** Development Share, $2,600
*** Estimated Price minus $2,000 already paid, due before signing contract.

1630
3576
5206
1925
220

50600
30206
50394

46400

July 27, 1955

LOT PRICE LIST

LOT	AREA PRICE PLUS DES. DIFF. *	LOT PRICE (AREA PRICE, D.D., AND DEV. COST)	AMOUNT DUE (LOT PRICE MINUS $2000)	AMOUNT DUE MONDAY, AUG. 1 (INCLUDES $220 FOR LOTS 8, 19)	
1	$1 384	$3 984	$1 984	$2 204	
2	1 357	3 957	1 957	2 177	
3	1 231	3 831	1 831	2 051	450
4	1 298	3 898	1 898	2 118	
5	1 524	4 124	2 124	2 344	
7	1 334	3 934	1 934	2 154	
8	976	3 576	- - -	- - -	
9	905	3 505	1 505	1 725	725/Amos.
10	1 170	3 770	1 770	1 990	
11	1 681	4 281	2 281	2 501	
12	1 202	3 802	1 802	2 022	?
13	1 542	4 142	2 142	2 362	
14	1 276	3 876	1 876	2 096	
15	860	3 460	1 460	1 680	
16	708	3 308	1 308	1 528	1528
17	1 252	3 852	1 852	2 072	
18	1 008	3 608	1 608	1 828	
19	1 030	3 630	- - -	- - -	
20	1 306	3 906	1 906	2 126	650/3mos.
22	1 654	4 254	2 254	2 474	
23	1 302	3 902	1 902	2 122	600/4mos.
TOTALS	$26,000	$80,600	$35,394	$39,574	
		26,000	On Hand:	11,000	
	Est. Dev. Cost:	$54,600		$50,574	
			Spent:	4,000	
			Dev. Cost:	$54,574	

* From Table by RLW, 6/22/55

(N.B. Totalling in this table is not official, nor are statements of sums spent and on hand very accurate. They will serve to give an idea of orders of magnitude. ED.)

1528	2300
650	400
600	300
725	300
450	300
	500
3953	3900

3900
2300-Gros
1600
400-Paul
1200
300 Healy
900
300-Freem
600
300-Walen

Wales
9 Fayette Rd.
Bedford
Mass.

SPECIAL BULLETIN, July 29, 1955

Until a complete report of Thursday's meeting can be published, any confusion or misunderstanding may be eliminated by the following :

SUMMARY OF JULY 28 MEETING:

1: 16 families represented.

2. Rehash of road bids and negotiations reported in last Consensus. Report of desire by two bidders to revise bids downwards, in order to obtain contract. Discussion of ethics involved, plus possible risks, possible savings.

3. Decision to contact Dick Daly's father (a N.Y. state road contractor) with all information available, and ask his advice by telephone.

4. Decision to postpone main business of July 28 meeting (agreement on acceptance of bids and award of contract) until Thursday, August 4, when a final decision will be made, with the same waiver of consensus ratification as was applied to the July 28 meeting.

5. Agreement to act upon Mr. Daly's advice, either to negotiate with bidders or to accept a bid as it stands. (Out of the question to re-let the thing for bids, because of time).

6. Investigation of group's financial situation. Horn family gave notice of decision to withdraw. Some other families present would need time to raise portions of their contributions. Other families present pledged enough extra cash to enable the corporation, by August 8, to cover contract price plus $5600 for contingencies.

7. Membership: Applications of Herz and Shanski families considered, and both applications accepted. The Herz family, however, had not been given due notice of the date of consideration, nor of the new lot prices, and would therefor be given the opportunity to withdraw their application.

8. Financial contributions will be required by August 8. Checks payable to Brown's Wood, Incorporated.

Ranulf W. Graß
471 Conant Rd.
Weston, Mass.

THE CONSENSUS

VOL. VI, No. 5 August 8, 1955

NEXT MEETING:

The next general meeting of Brown's Wood will be held on Thursday, August 18, in Rm. 10-280, MIT, at 8:30 PM, unless otherwise announced. Matters related to issuance of deeds, such as option (or "pre-emption") agreement, and deed restrictions, should be decided upon.

MEETING OF AUGUST 4: Report by Helen Healy

A general meeting of Brown's Wood was held at MIT, Rm. 10-280, on August 4. Present were Dave and Nettie Shansky, Ted Polumbaum, Art and Joan Swanson, Paul and Sophie Loewenstein, Ed and Helen Healy, Dick Morgan, Homer Eckhardt, Ruth and Lang Wales, John and Naomi Harris, Dave Ritson and Manny Kramer.

Road Contract: Since the previous meeting, the Executive Committee had 1) thrown out all previous bids, 2) invited all bidders and one new one to submit bids again (preferably revised) and 3) discussed, on Tuesday night, the results of it all. Mr. Shea, the previous low bidder, had reduced his bid by 2%. Mr. Cali had reduced his original bid by $5500, but this was still higher than Shea's revised bid. Mr. Cucci and Mr. Capono stood pat (Cucci saying if he were to revise his bid he would add 22,000$). Mr. Gentile (Doan Co.) had reduced his bid so he was lower than Shea, but he did not total his itemized prices correctly, and thought he was submitting a bid of $2,100 more than he actually was. Mr. Flannery the new bidder, was far under Gentile's real bid, except that his ledge blasting price was half again as much. The score for the three low bids: Shea,$43,120, plus $6.00 for ledge. Gentile, $42,064.15, plus $6.00 for ledge. Flannery, $39,138, plus $9.00 for ledge.

Obviously, if enough ledge were encountered, Flannery would actually cost more than Gentile. The E.C. agreed to discuss the blasting price with Flannery. Paul did this, and Flannery agreed to reduce the cost to $8.00/cu.yd. if more than 250 cu. yds. were encountered.

Lang drew a graph on the board, plotting cost of road vs. amount of ledge. Starting with the basic bids for the road, the total cost of the road on the basis of various amounts for blasting were shown for Flannery and Gentile. The cross-over point appeared at 1,388 cu. yds. of ledge. At this point, the total price of the two contractors would be equal. With less ledge than 1388 cu. yds., we save money with Flannery, the smaller the amount of ledge, the greater the savings. 1388 of ledge was considered a very pessimistic figure.

Dave Shansky had gotten a friend, a geology professor with very appropriate experience in this field, to come out to the land and look it over. He ventured an estimate of 500 cu. yds., plus 100 or minus 200.

Lang had discussed the situation with Bob Pearmain, who has done some developing himself, and with Rudy Lite, one of the developers of Silver Birch Lane in Lincoln. The general opinion is that Flannery is a good man and would keep blasting down. It seems that the Silver Birch Lane project ran into more ledge than anticipated and Flannery cut the cost per yd. so they wouldn't lose much. - Because of the truck strike, Flannery cannot get water pipe until September, probably. When it arrives, it will take 2 mos. to complete the road. Before then, stumps could be re-moved and trenches dug, but this will have to be discussed with Flannery. (Mr. F. said nobody else could get the pipe any faster, anyway). In view of the fact that $11.50/ft. average cost, Flannery's bid is considerably lower than the others, it was AGREED: That the contract be awarded to John J. Flannery, Inc., with room for further negotiations as deemed desirable by the Executive Committee.

Pipe: It may be possible to change from 8" to 6" water pipe for certain sections of the road. This could result in substantial savings (about $600). After some discussion of possible delays in ordering procedure pending town permission of this change, it was agreed to leave this negotiation up to the Executive Committee.

New Development Cost: Lang had figures on new development costs, new lot prices, new pro rata shares for empty lots The new development cost came to $2,495 per lot. (I believe this figure includes $72 per lot, already paid in assessment, but don't take my word for it. ED.) The figures for individual lots, which are all that really matter to anyone, are tabulated on a later page of this report.

Resignation: Ranny read an official letter of resignation from Hap and Ginny Horn. The resignation was accepted regretfully.

New Members: An objection was raised to the admission of the Herz family on the basis of their periodic extended absences. The ensueing discussion touched on many points of philosophy, not only on the method of accepting members, but on general attitudes toward the group by individual members. The main argument against the admission was that a family who has not had a chance to share in the growth of the community, and who now joins with the intention of spending much of the time away, cannot share in many of the basic elements of membership. The contrary arguments included the one that a rejection on such a basis would in effect set up a "standard" for membership and would discriminate unfairly against families who for various excellent reasons may live different lives than the rest of the members. In spite of long discussion, no decision was reached.

Lot Selection: With the withdrawal of the Horns and the consequent availability of Lot 16, the following procedure for lot changes and selection was proposed and agreed upon. AGREED: Vacated lots should first be available to those families who, though present, did not have a chance to select them when lots were chosen. - In the case of Lot 16, those families below the Horns in priority would have first chance, higher priority next, and new families in order of admittance next. Lots 8 and 19, having been available to all members for some time, are now available to new members.

Advertising: AGREED: To allocate $25 for advertising for new members. This will probably be done through WXHR, but any other suggestions should be reported to the Executive Committee.

Insurance: AGREED: To spend $49 for extended insurance coverage.

Broken down, this is : $18 for a rider on our bodily injury liability policy. This covers for bodily injury as a result of road construction (up to $60,000 total cost of road) not due to contractor's negligence. $20 for $5000 property damage. $11 for Workingmen's Compensation, in the event that we hire workers, as we did last winter. All rates are per annum, but there will be no need to extend them further.

Helen Healy
Secretary

* * *

New Member: The Meyer's have made another contribution to the future school population of Lincoln: Sandra Meyer arrived on July 14, weighed just under 7 lbs., and has thrived so far, in spite of a household epidemic of strep throats, etc.

New Treasurer: Lang Wales has asked us to announce that the reins of Treasurer will be handed over to Genny Daly, the present Assistant Treasurer, when the Wales take their much lamented leave on September 1st.

New Developments: The Exec. Comm. met with Mr. Flannery and Son Saturday night and talked over the terms of the contract. It turned out that the ledge picture was better than had been understood by most members: if 251 cu. yds. are found, the price is $8/cu. yd. for all 251, not $9 for 250 and $8 for 1. This saves us 250$ right off the bat. - As for payments, Mr. Flannery is only interested in the money as it comes due, not insistent upon seeing it all now, set aside in a special account. (B.W., Inc., however, still wants to see it all now, or A.S.A.P.) As for water pipe, no answer can be obtained until a week from next Tuesday, when the Water Board will meet again. Meanwhile, Mr. Flannery will order 8" pipe, and change the order later if OK'd by the Board. - THE CONTRACT WILL BE SIGNED TONIGHT!

LOT PRICES:

These are estimated lot prices based upon $2495 development cost per lot. Also shown is balance of lot price over amounts already paid by members ($2,072). Amount needed is this balance plus $340, the pro rata share of the cost of empty lots.

LOT	EST. PRICE	BALANCE OF EST. PRICE	PAYMENT NEEDED
1	$3 879	$1 807	$2 147
2	3 852	1 780	2 120
3	3 726	1 654	1 994
4	3 793	1 721	2 061
5	4 019	1 947	2 287
7	3 829	1 757	2 097
8	3 471	- - -	- - -
9	3 400	1 329	1 668
10	3 665	1 593	1 933
11	4 176	2 104	2 444
12	3 697	1 625	1 965
13	4 037	1 965	2 305
14	3 771	1 699	2 039
15	3 355	1 283	1 623
16	3 203	- - -	- - -
17	3 747	1 675	2 015
18	3 503	1 431	1 771
19	3 525	- - -	- - -
20	3 801	1 729	2 069
22	4 149	2 077	2 417
23	3 797	1 725	2 065

(Members who have already paid, more than these new prices, will receive refunds, but if you want to know when, ask the Treasurer. ED)

Renulf W. Gras
4/1 Conant Rd.
Weston, Mass.

THE CONSENSUS

VOL. VI, No. 4 August 2, 1955

We have been asked to publish the following letter:

Bedford, Mass.
August 1, 1955

To the members of Brown's Wood, Inc.

No family joins an enterprise like Brown's Wood without assuming a degree of stability in its future. We felt as permanently established in this area as any. However, an unexpected and unsought job opportunity has arisen, and it appears to us that the possibilities of professional development are such that we cannot turn it down.

Lang has accepted a job as Chief Engineer for the Moog Valve Co., in East Aurora, N.Y. (near Buffalo) beginning September first.

Of all of the many ties which hold us to this area, we find that Brown's Wood is the strongest, and we intend to retain our membership. We are reluctant to make a complete break at this time; events could bring us back to Boston, and we feel too much a part of Brown's Wood to drop out.

Sincerely,

Ruth and Lang Wales

P.S. I also resign as Treasurer effective August 31st.

R.L.W.

* * *

LOT LINE CHANGE:

For purposes of due ratification, we hereby notify Brown's Wood members that at the meeting of July 28, it was proposed and AGREED: That the common line between Lot 22 and Lot 23 be redrawn as desired mutually by the owners thereof (the Freeman and Harris families), subject to the approval of the Town of Lincoln.

SUBSCRIPTION NOTICE:

The Healy's send out a LAST CALL for people to join the group subscribing to Consumer's Union. Usual price, $5.00 per year, is reduced to $3.50 when five or more families act together. Please notify Ed or Helen PDQ.

LOST & FOUND:

The man around the house, trying vainly to stem the untidiness, keeps calling your Editor's attention to "other people's things" which have joined the clutter. Among them, a nice pink-beige long-sleeved sport shirt with dark buttons and a "Del Rio" label, size M. Also, a dark brown shiny raincoat with no buttons, wrong size, and carrying the famous "Kantwet" label. These items may be collected free of charge at 471 Conant Rd., Weston, Mass.

* * *

ROAD NAME:

The Road Name committee spent a frantic few hours last Tuesday, putting votes in order. The results need only a minimum of ex-plaining. (Incidentally, only 25 out of 38 members voted). The "score" for each name was obtained by adding all the negative votes to all the positive votes, or vice versa. No weighting was necessary since this was part of the voting process.

Of the sixty names, only 9 came out of this fracas with a plus score. However, there were thirty-two names that had to be counted in the top half of the list, according to the rules. These names, and the scores therefor, are as follows:

Score	Name	No. -3 Votes *	Score	Name	No. -3 Votes *
+22	Mocassin	4	-22	Knoll	8
+13	Mocassin Hill	4	-23	Campion	8
+13	Compass	6	-23	Consensus	13
+12	Indian Hill	4	-25	Homestead	9
+11	Red Oak	3	-26	Glacier	10
+10	Fox Hill	5	-26	Castle	10
+9	Rock Ridge	4	-31	Alpine	9
+7	Laurel	5	-31	Community	12
+4	Indian Rock	5	-31	Karn	11
-1	Brown's Wood	8	-31	Oakdale	11
-2	Oak	6	-31	Verdant	10
-7	Woodridge	6	-33	Till Hill	?
-8	Arrowhead	8	-34	Dana	12
-12	Greenwood	7	-35	Roundabout	8
-15	Amity	8	-35	Round Rock	11
-18	Woodledge	8	-35	Unicorn	13

(* No. of people with strong objections)

AGREEMENT

Between

BROWN'S WOOD, INCORPORATED, of Boston, Mass., Owner

and JOHN J. FLANNERY, INC., of Concord, Mass., Contractor

In consideration of Thirty-nine Thousand One Hundred and Thirty-eight Dollars ($39,138) to be paid the Contractor by the Owner, the Contractor agrees to do the following work according to the description and specifications below:

General Description of Work

To build roads leading between and from Conant Road and Weston Road in Lincoln, Mass., according to the requirements of the Lincoln Planning Board, and to lay an 8 inch water pipe together with the necessary gates, hydrants, etc., in accordance with the requirements of the Lincoln Water Board and to attach thereto service taps and shutoffs as shown on the plan and profile by Ranulf W. Gras dated February 9, 1955. The work shall conform to the lines and grades as shown on the plan.

Specifications for Various Items

Item 1. Clearing and grubbing, removal or protection of trees. The Contractor shall do all clearing and grubbing necessary except that existing trees in the fill bank area shall not be removed.

All stumps and debris shall be removed from the premises. Pile all trees at the edges of the road.

Item 2. Subgrading

Before starting general excavation, all topsoil to its normal depth shall be removed. Suitable loam shall be stockpiled as directed for future use on side slopes. No loam shall be removed from the premises.

Do all cutting and filling, backfilling and grading required to bring the road to subgrade as follows: road and shoulders 12 inches below finish grade.

The fill down to 18 inches below finish grade shall be free of rocks larger than 8 inches in greatest dimension. Blocks of masonry, rocks, but no debris may be used in fills below the 18 inch level if well distributed and all voids completely filled with fines. No frozen materials shall be used as backfill. Any additional fill can be taken from the premises at locations designated by the Engineer. Any excess fill shall be removed from the premises.

AGREEMENT

Item 3. Construction of Road and Shoulders

On a prepared subgrade shall be constructed a road consisting of bank run gravel with binding qualities, thoroughly compacted to a minimum thickness of 12 inches over a width of 20 feet. Shoulders shall be 2 feet in width consisting of gravel compacted to a thickness of 12 inches. Slopes shall be covered with loam from the site insofar as same is available, as designated by the Engineer.

Item 4. Oiling

Oiling with two coats of road oil at time of construction, according to specifications of the Town of Lincoln.

Item 5. Drainage

Excavate 2 drywells, of dimensions and locations shown on the plan, and trench 2 feet in width to a depth as shown on the profile and not less than 4 feet below original grade and not less than 6 feet below final grade. Fill drywells and trench with bank run gravel free of clay and loam, and roll to grade.

Open-joint 4 inch tile pipe shall be laid as indicated on the plans.

Twelve inch reinforced concrete pipe cross drains with drop inlet catch basins shall be installed as shown.

Gravel under the drop inlets shall be laid in 6 inch layers and tamped for a distance of 5 feet on either side of the drop inlets.

No blasting shall be done in drainage trench unless specifically directed by the Engineer.

Item 6. Excavation for Trench, Furnishing and Laying Pipe

Furnish and lay, Johns-Manville 8 inch Transite pipe or equal, to the lines and grades furnished by the Engineer and in accordance with the directions of the Lincoln Water Board and their Superintendent. This includes excavation, connection to the town main in Weston Road, including supplying tapping sleeve and gate; back-filling after approval by the Water Board representative.

The Contractor will also supply and install five hydrants with gates, four 8 inch main gates, three 8 inch tees for the last hydrants on the line, all as located by the Engineer. All work and materials to meet the requirements of the Lincoln Water Department. Length of pipe, approximately 3000 feet.

The Contractor will also excavate trench, supply and install twenty-two one inch taps and shutoffs at locations shown on the plans, backfill trenches, and furnish sets of measurements showing location of each shutoff.

AGREEMENT

Item 7. Blasting
Boulders over 1/2 cubic yard in the trench, and over 1 cubic yard on the surface, shall be considered ledge, and shall be removed at the additional costs specified under Payments.

Item 8. Removal of Trees, Brush, Stumps and Debris
Removal of all above items except trees, as well as any trash or rubbish resulting from work done under this agreement. The site shall be left neat and clean.

Lines and Grades

The Engineer for the Owner, R. W. Gras, will furnish the lines and grades.

Disputes

Any dispute arising under this agreement or any question as to the manner of conducting the work shall be referred to the Arbitrator, Leslie Willard, Giles Road, Lincoln, Whose decision shall be final and binding upon both parties hereto. It is mutually agreed that the decision of the Arbitrator shall be a condition precedent to any right of legal action that either party may have against the other. The Contractor shall not cause a delay of work not under dispute, pending any arbitration.

Liability Insurance

The Contractor agrees to hold the Owner harmless from all liability, costs, damages or expenses arising out of or in connection with any personal injury, including death, to any person employed on the job or otherwise and from any injury to any property of others. For such purposes, the Contractor shall maintain insurance for property damage and public liability in the amounts of $25,000/$50,000 and shall carry Workmen's Compensation. The Contractor shall furnish certificates of said insurance to the Owner.

Time for Completion

The work is to be completed, exclusive of surfacing, not later than one-hundred and twenty days after the signing of this agreement, and this completion time is of the essence of this agreement.

AGREEMENT

. Materials and Workmanship

All materials necessary for the completion of the above work shall be furnished by the Contractor, unless otherwise specified. All materials and workmanship to be first class in every respect.

Owner's Right to Terminate

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, upon certification from the Arbitrator that sufficient cause exists to justify such action, may, after five days' written notice to the Contractor, without prejudice to any other remedy it may have, terminate this contract and take possession of the premises and materials thereon and finish the work by whatever method it deems expedient. If the unpaid balance of the contract price shall exceed the expense of finishing the work, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

Inspections

It shall be the responsibility of the Contractor to inform himself of the requirements of the Town of Lincoln as to the inspection of the road and water installations in this contract, and to notify the designated inspectors at the proper times. He shall also notify the Engineer at these times. He shall not proceed beyond the specified stages of the work without the approval of the inspectors.

Payments

1.	Clearing, grubbing and subgrading.	$ 2,500.00
2.	Construction of road, when gravel is in place	8,450.00
3.	Drainage trench, drop inlets, cross drains, tile pipe, using bank run gravel for trench fill.	7,100.00
4.	Water pipe, hydrants and fittings not in place. .	7,000.00
5.	Installation of water pipes and hydrants and 22 taps and shutoffs upon approval by the Lincoln Water Board.	10,088.00

AGREEMENT

Payments (Continued)

6. Oiling with two coats of road oil upon approval of the Lincoln Planning Board. 4,000.00

TOTAL: $39,138.00

7. Blasting shall be paid for at the following unit prices:

a) If not over 250 cubic yards. . . . . $9.00/cu. yd.

b) If over 250 cubic yards. . . . . $8.00/cu. yd. for entire quantity

Payment Schedule

Payment shall be made at the completion of each of the above "Payments" items in the amount of eighty-five percent (85%) of the stated price therefor, except that complete payment for water pipe, hydrants and fittings shall be made upon demand.

The withheld fifteen percent (15%) of each payment shall be paid 42 days after completion of the contract.

Adjustment shall be made for difference in cost of materials caused by changed made by Owner in specifications of water system.

Performance Bond

The Contractor agrees to furnish Brown's Wood, Incorporated a surety bond of U. S. Fidelity and Guarantee Co., of Baltimore in penalty of One Hundred percent (100%) of the above mentioned sum, $39,138.00 to secure the Contractor's performance of this agreement. Brown's Wood, Incorporated, is to reimburse the Contractor for the bonding fee.

AGREEMENT

We, JOHN J. FLANNERY, INC., the Contractor agree to the above terms and conditions.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals this Nineteenth day of August, 1955.

/s/ BROWN'S WOOD, INCORPORATED, Owner

by _____, President
Ranulf W. Gras

SEAL

and _____, Treasurer
R. Langdon Wales

/s/ JOHN J. FLANNERY, INC., Contractor

by _____, President
John J. Flannery

SEAL

and _____, Treasurer
Edward W. Flannery

THE CONSENSUS

VOL. VI, No. 6 August 16, 1955

NEXT MEETING: As previously announced, there will be a general meeting on Thursday, August 18, 1955, in Rm. 10-280, MIT. It is hoped that the details such as option agreements can be cleared up, so lawyers can get about the business of preparing deeds. Yes, I said DEEDS. (This issue includes Option Agreements, new and old, for your comparison, study and suggestions.) Also, those members who haven't sent in road name ballots (this means the majority) might find it easy to bring them to this meeting.

ROAD PROGRESS: For those curious ones, a bit of news on this subject: John J. Flannery, President, and Edward W. Flannery, Treasurer, have signed the Road Contract on behalf of John J. Flannery, Inc., and Ranulf W. Gras and R. Langdon Wales have signed and sealed same on behalf of Brown's Wood, Incorporated. The water pipe was ordered a week in advance on the basis of Mr. Flannery's confidence. Some work is expected to start this week, or as soon as the equipment is free. However, at present we are awaiting word from Mr. Flannery's bonding company (U. S. F. & G.) who think they may want to charge more for leaving in a particular clause in the Agreement. When they make up their minds, then BW can decide whether the protection offered us by the clause is worth the extra money. (It is not definitely known what the clause is, but it must work in our behalf if the bonding company doesn't like it).

As far as other work on the road is concerned, no surveying has been done for three week-ends. This does not mean the job is completed.

VICE-PRESIDENT, JUNIOR: The Loewensteins have a son, George, born August 9, weighing 7 lbs. 8 oz. His sisters are thrilled, Paul is proud, and Sophie's voice, even on the telephone, abounds with maternal satisfaction. . . . . Who's next?

CORRECTION: The last issue of The Consensus had a "boo-boo". It very carefully announced that Genny Daly would become Treasurer (and custodian of thirty-odd thousand dollars) at the end of August. It was supposed to say the 14th. Actually, she will take over the job on the 20th. All of August. I hope this sets everybody straight.

CLERICAL COMMUNIQUÉ: Molly Morgan, basking on the Chatham sands and oiling her typewriter with Wesson Oil (nothing like it!), sends us the following report, which I guess makes the business of the reported meeting official:

MEETING OF JULY 28:

Report by Molly Morgan
Clerk

A meeting of Brown's Wood was held July 28 at MIT in Room 10-280. Present were: Genny and Dick Daly, Homer Eckhardt, David Freeman, Ann and Ranny Gras, Stuart Grover, Naomi and John Harris, Helen and Ed Healy, Hap Horn, Ruth Kramer, Paul Loewenstein, Molly and Dick Morgan, Nell Novak, Ted Polumbaum, David Ritson, Joan and Art Swanson, Ruth and Lang Wales. Present also as interested observers were David and Nettie Shanski.

Road Name: Before the official business of the meeting began, there was a report by the Road Name Committee, who said that something over half of the Road Name ballots had been returned, and of all the names voted upon, nine names had received a positive score. According to the procedure previously agreed upon, thirty names (half the first list) would be sent out on the next ballot. There was a suggestion that only the names with a positive score be voted upon, on the next ballot, but the suggestion was left dangling, since no one was feeling formal enough to revise the official voting procedure. Any possible revisions were left up to the Road Name Committee.

Shift in Lot Lines: The Freemans and the Harrises have reached a mutual agreement to shift a line between Lots #22 and 23 in order to give each lot a knoll for a building site. The two families asked the permission of Brown's Wood - and It was AGREED: That the line between Lots # 22 and 23 could be shifted in such a manner as would give both Lots #22 and 23 a knoll for a building site, in accordance with the desire of both owner families. Dave Freeman said that town approval was required for the shift in lot lines, and that he was hoping to obtain a hearing from the Board of Appeals on August 8th.

(The hearing was August 9. The Board agreed the matter would come under their jurisdiction, but desired a better understanding about the position of Brown's Wood with respect to the land, and the position of the Harrises and the Freemans with respect to the Corporation and the land. All this was a little difficult to define, and will take a little time and evidence to settle the matter. ED)

Rest of Meeting: The rest of the meeting was . . . summarized in the Special Bulletin of July 29, 1955. (A copy of which is therefor herein included, to officialize it. ED) . . . (Molly's report also includes reference to an authorization given to the Executive Committee to make a revision in the Option Agreement, but apparently nobody knew the nature of t e desired revision, so t e authorization is invalidated, and anyway, the whole business is to be discussed at the next meeting. ED) . . . The meeting adjourned at 11:05 PM.

* * *

SPECIAL BULLETIN, July 29, 1955

Until a complete report of Thursday's meeting can be published, any confusion or misunderstanding may be eliminated by the following :

SUMMARY OF JULY 28 MEETING:

1: 16 families represented.

2. Rehash of road bids and negotiations reported in last Consensus. Report of desire by two bidders to revise bids downwards, in order to obtain contract. Discussion of ethics involved, plus possible risks, possible savings.

3. Decision to contact Dick Daly's father (a N.Y. state road contractor) with all information available, and ask his advice by telephone.

4. Decision to postpone main business of July 28 meeting (agreement on acceptance of bids and award of contract) until Thursday, August 4, when a final decision will be made, with the same waiver of consensus ratification as was applied to the July 28 meeting.

5. Agreement to act upon Mr. Daly's advice, either to negotiate with bidders or to accept a bid as it stands. (Out of the question to re-let the thing for bids, because of time).

6. Investigation of group's financial situation. Horn family gave notice of decision to withdraw. Some other families present would need time to raise portions of their contributions. Other families present pledged enough extra cash to enable the corporation, by August 8, to cover contract price plus $5600 for contingencies.

7. Membership: Applications of Herz and Shanski families considered, and both applications accepted. The Herz family, however, had not been given due notice of the date of consideration, nor of the new lot prices, and would therefor be given the opportunity to withdraw their application.

8. Financial contributions will be required by August 8. Checks payable to Brown's Wood, Incorporated.

OPTION AGREEMENT:

Included with this issue are a copy of the "so-called pre-emption language", drawn up by Bert Loewenberg, and a copy of the "Option Agreement" drafted by the Legal Committee in June, 1954, which would be supplanted by Mr. Loewenberg's offering.

At least three major points are eliminated in the "pre-emption", etc. One is the arbitration procedure in the case of simple sale; another is the restriction on renting; the third is the right of the corporation to assume defaulted mortgage payments to prevent foreclosure. Mr. Loewenberg felt these parts would not stand up in court if contested. He offered no substitutes, as far as your reporter knows, nor did he imply that changing the language would make the desired regulations more valid. It is our understanding that they could be included as is, and then we could see how valid they are when the occasion arises.

The Option Agreement of June, 1954, was discussed at length at a meeting on June 16 of that year, and several revisions were AGREED upon. In case you do not have a report of that meeting, here are the revisions the group considered advisable at that time:

1) A provision be included in the option agreement to the effect that: If a deed-holder specifically bequeathes his or her property in the community to any of his or her children, the conveyance may be made without the restriction of Part 1.

2) Provision should be made for exceptions to the rule of no further subdivision, subject of course to the approval of the Lincoln Planning Board.

3) Membership application by the buyer in event of resale shall be optional, not mandatory.

4) Add to Section 1 - b a statement that the corporation may elect, within ten (10) days of notification, to approve the proposed buyer.

5) Change the restriction on renting to a maximum of twelve consecutive months, or a total of twenty-four months in five years.

The question now is, do we wish to use what we already had prepared and revised, after much thought, or do we wish to use the form suggested by Mr. Loewenberg, or do we wish to attempt a compromise?

TELEPHONE EASEMENT:

Mr. Consilvio does not expect the Telephone Co. to be very happy about the change in the Telephone Easement, as described in VOL. VI, No. 2. To avoid delays, the group may have to accept the original form. This matter should be discussed at the next meeting, August 18, and authorization for such acceptance, if deemed advisable, given to the Executive Committee.

CORE HOUSE:

We include a copy of the brochure on the "Core House", which may interest some of you as a new and flexible design.

DRAFT

OPTION AGREEMENT 6 16/54

OF

BROWN'S WOOD, INCORPORATED

This agreement, made by and between Brown's Wood, Incorporated (hereinafter referred to as the "corporation") and _____ (hereinafter referred to as the "deed holder")

WITNESSETH:

In consideration of the sum of $1 paid by the corporation to the deed holder, receipt of which is hereby acknowledged, and of the conveyance to the deed holder, by deed this day delivered, of the following described premises: _____

_____

_____

and of other good and valuable consideration,

Now, therefore, the parties hereto do mutually agree as follows:

1. The deed holder hereby gives and grants unto the corporation, its successors, and assigns, the first right and option to purchase or repurchase the aforesaid premises, including also any additions to, improvements thereof, or construction thereon, in the event of the deed holder's desire to sell, grant, or otherwise convey said premises, and said option shall be exerciseable by the corporation, or by any person nominated or designated by it.

a. In such event the deed holder agrees to give notice in writing to the corporation of the deed holder's offer to sell, grant or otherwise convey the premises, and such notice shall state the price and terms the deed holder shall be willing to accept for the premises, or the other conditions under which the transfer is contemplated.

b. The corporation shall have a period of thirty (30) days after receipt of said notice within which to exercise its option to purchase the premises or to produce a purchaser ready, willing and able to accept the price and terms specified in the notice; or it may elect, within ten (10) days after the receipt of said notice, to institute the Sales Appraisal Procedure subsequently described herein.

c. If the appraisal procedure is not instituted, and during or subsequent to the 30-day option period the deed holder elects to offer the property at a lower price or at terms more favorable to the purchaser, the corporation shall be so notified; and it shall have a further option period of seven (7) days from the receipt of said notice within which to purchase or produce a purchaser at the price and terms specified in said notice. The corporation shall have a similar

7-day option each time there shall be a change in the price or terms of the offer; provided, however, that no such change in price or terms shall limit or reduce the period of 30 days during which the corporation shall have the first refusal of the premises at a price and at terms no less favorable to the corporation than those stated in the first notice. For the purpose of giving rise to a 7-day option, a change in terms of the offer shall refer to a change only in any of the following: (1) deposit required on signing contract of sale, (2) the down payment required, (3) the amortization or interest applicable to the balance of the payment, (4) the period between contract of sale and closing, or (5) the equipment, furniture, etc., covered by the price.

d. The Sales Appraisal Procedure shall be as follows: First, the corporation shall, within ten (10) days after the receipt of the deed holder's written notice of intent to sell, grant or otherwise convey the premises, notify the deed holder that it wishes to institute the appraisal procedure. Second, the corporation and the deed-holder shall each, within fifteen (15) days after the receipt of the original notice, select a qualified appraiser to represent them in the appraisal procedure. Failure of either party to designate an appraiser within the stated period shall allow the one appraiser designated to determine the appraisal price independently. Third, the two appraisers selected shall, in turn, agree upon and select a third qualified appraiser; and, within twenty (20) days after the receipt of the original notification, the three appraisers shall determine what, in their considered professional opinion is the true, fair and current value of the premises. Fourth, the corporation may, within thirty (30) days of the original notification, exercise its option to purchase the premises or to produce a purchaser ready, willing and able to purchase the premises at the appraised price. The costs of the appraisal procedure shall be borne equally by the corporation and the deed holder. The appraisal procedure may be suspended or terminated, if at any time prior to, during or subsequent to the procedure the corporation and the deed holder agree on a price and terms satisfactory to both.

e. If none of the options be timely exercised, the premises shall be freely transferable; provided, however, that if the deed holder should be unsuccessful in effecting a sale of said premises within one (1) year after the expiration of the first of the aforesaid options then the deed holder shall be obliged to

repeat the written notification and subsequent procedures before attempting to sell the premises to one other than the corporation or a purchaser obtained by it, and in such event the corporation shall have like options as aforesaid.

2. The deed holder hereby agrees and grants unto the corporation, its successors and assigns, the right and option to purchase or repurchase the premises if within three (3) years from the date of the acquisition of the deed to the premises, the construction of a dwelling unit on said premises shall not have been commenced, by the payment to the deed holder, in exchange for the deed, the amount previously paid by the deed holder upon acquiring the land.

3. The deed holder hereby gives and grants unto the corporation, its successors and assigns the right and option to purchase or repurchase the lot conveyed to the deed holder, and any structure thereon, if, within five (5) years from the date of the acquisition of the deed to the premises, the construction of a completed dwelling unit deemed suitable as a habitation for humans by the authorities of the Town of Lincoln and the Commonwealth of Massachusetts, shall not have been accomplished; by the payment of a sum determined by agreement of the parties, or failing this, by an appraisal procedure as described in Section 1, sub-section d, hereof.

4. The deed holder hereby gives and grants unto the corporation, its successors and assigns, the right and option to lease or rent, or to nominate or designate a person to lease or rent the deed holder's premises in the housing community whenever such rental occupancy, or occupancy on any other basis of the premises by other than the deed holder or his immediate family, shall exceed a continuous period of nine (9) months, or a total of fifteen (15) months over any consecutive 5-year period.

a. The deed holder shall immediately notify the corporation of his intent to offer the premises for rent or to suffer the use of the premises as other than a dwelling unit for himself and/or the immediate members of his family, for periods or amounts in excess of the period and amount stated above.
b. The rent rate shall be determined by agreement of the parties, or failing this, by an appraisal procedure substantially similar to that described in Section 1, Sub-section d hereof.
c. For the purposes of this section, the term "immediate family" shall be considered to include the following: spouse, children and/or parents of the deed holder or the deed holder's spouse.
d. The renter of the premises shall be approved by both parties. Failing this, the corporation shall have the option of paying the rental fee without the

right to occupancy or use of the premises. If the corporation does not exercise this right, the deed holder shall have the right to rent or lease the premises without restriction by the corporation under this agreement.

5. The deed holder hereby gives and grants unto the corporation, its successors and assigns, the right and option to assume the payments on a mortgaged property in the housing community, or to buy up the mortgage, as it may elect, in the event of the deed holder's default, inability or unwillingness to continue payments; and to acquire thereby equity in the premises to the extent of the amounts so paid, plus interest on the amounts so paid computed at the rate of six (6) percent per annum.

a. The deed holder shall notify the corporation immediately of his inability or unwillingness to continue mortgage payments.

6. A copy of this option agreement shall be filed with the deed.

In witness whereof the corporation has caused this agreement to be executed and its seal affixed by its duly authorized officers and the deed holder has hereunto affixed his hand and seal this _____ day of _____, 19_____.

Attest: BROWN'S WOOD, INCORPORATED

_____ By _____

_____ (seal)
Member

_____ (seal)
Member

ACKNOWLEDGMENT

} SS.

On this _____ day of _____, 19 ____, before me appeared _____, of Brown's Wood, Incorporated, a corporation, to me known (or satisfactorily proven) to be the person who executed the foregoing instrument on behalf of said corporation and acknowledged to me that said instrument is the free act and deed of said corporation for the purposes therein contained.

In witness whereof I hereunto set my hand and seal.

_____ (Notary Public)

COPY

August 9, 1955

PRE-EMPTION

As further consideration for the within conveyance, the Grantee (Grantees) hereby covenants (covenant) as follows for himself (herself) (themselves) and the Grantee's (Grantees') successors in title, heirs, executors, administrators and assigns:

(1.) That if during the period of the life of the Grantee (the lives of the Grantees or the life of the survivor of them) and twenty years thereafter the Grantee (Grantees) or any of such successors in title, heirs, executors, administrators or assigns should desire or become willing to sell the real estate herein conveyed, the Grantor or its successors or assigns shall have the first right to buy the same;

(2.) That, in order to make possible the exercise of such right, the said real estate, when such desire or willingness arises, will forthwith in writing be offered for sale to the Grantor or its successors or assigns for the same price at which and on the same terms and conditions upon which there is the desire or willingness to sell the said real estate to any bona fide prospective purchaser;

(3.) That the Grantor or its successors or assigns shall have the right, by election, to buy the said real estate at the said price and upon the said terms and conditions provided that the Grantor or its successors or assigns within thirty days after receipt of such written offer enter into a written agreement to do so within forty-five days after the date of such written agreement;

(4.) That if the Grantor or its successors or assigns do not enter into such agreement or do not buy the said real estate and if the said real estate is not sold at the said price and upon the said terms and conditions within four months after receipt of the said written offer then the said "first right to buy" shall revive with respect to any subsequent desire or willingness, during the said period, to sell the said real estate, whether the price, terms and conditions be the same as or different from those previously expressed, and the above procedure shall be followed in respect thereof; and during the said period, such "first right to buy" shall continue to revive and the said procedure shall continue to be followed after each instance of such want of sale.

EXEMPTION

The Grantor agrees for itself its successors and assigns that the holder of a mortgage of the said real estate shall in foreclosing the mortgage be exempt from complying with the procedure arising from the said "first right to buy" if such holder first gives to the Grantor or its successors or assigns adequate written notice of the time when and place where the foreclosure is to be commenced, whether the foreclosure be by entry or by action or by exercise of a power of sale, but this exemption shall not apply after the foreclosure whether or not the the purchaser at the foreclosure be the holder.

COPY

August 9, 1955

OPTION

If within three years from the date hereof the construction of a dwelling house on the land herein conveyed shall not have been commenced, the Grantor and its successors or assigns shall have the exclusive right for four months after the expiration of the said term of three years (which right is hereby granted by the Grantee (Grantees) as further consideration for the within conveyance) to purchase the within granted land at the price paid therefor by the Grantee (Grantees) to the Grantor.

If within five years from the date hereof the construction of a dwelling house on the land herein conveyed shall not have been completed and the house become habitable, the Grantor and its successors and assigns shall have the exclusive right for four months and for such longer period of time as may be necessary for determination of the value by arbitration (which right is hereby granted by the Grantee (Grantees) as further consideration for the within conveyance) to purchase the within granted land, together with the improvements thereon for the sum of the price paid for the land by the Grantee (Grantees) to the Grantor and the amount of the value of the improvements, which value, unless agreed upon by the parties, shall be determined pursuant to Sections 14 through 22 of Chapter 251 of the General Laws of Massachusetts by three arbitrators, one to be chosen by each party and the third to be chosen by those two.

CERTIFICATION

The Grantor covenants for itself and its successors and assigns that if it or they determine not to buy the said real estate pursuant to the "first right to buy" or pursuant to a right arising from failure to commence construction in three years or from failure to complete construction within five years, it or its successors or assigns will on request certify in writing the fact of such determination, subject to the limitations in clause "(4)" above and the fact, if it be a fact, that the procedure for offering the real estate for sale to the Grantor or its successors or assigns has been complied with; any such certification made by any officer of the Grantor shall bind the Grantor.

* * *

BUILDING SECTION

THE CORE HOUSE

The "Core House" is a one story home of contemporary design combining an unusually large amount of living space with an unlimited number of possible arrangements of rooms in a house of quality construction and moderate price. It measures forty feet by forty feet or 1600 square feet in area, and consists of a sturdy wood plank and beam structure erected on a concrete slab.

The house is built in two stages. The first stage, or basic "core House" being standard. The house is finished on the exterior, and the interior is left as one large space, completely finished and liveable, but without partitions except those enclosing the central Core. The Core contains the bathrooms, the utility room, and the kitchen. The heating, plumbing and electrical systems are complete and operating at this stage and the house requires only interior partitions to become a finished house.

In the second stage the interior partitions are added. While the basic "Core House" is standard, the arrangement of the partitions is flexible and your floor plan is worked out with the architectural designer to completely satisfy the needs and preference of your family, whether you require five bedrooms (!!), 3 bedrooms, or even a forty foot living room. Since the structure of the house in no way depends on the placing of these partitions, they may be easily removed or changed at a future date should your requirements change.

Because of the logical division of the construction of a "Core House" into these two stages, you can benefit from the economies gained by complete standardization of the expensive portion of the house and still enjoy the advantages of a custom floor plan designed specifically to meet the needs of your family.

At the present time the basic "Core House" can be built on your lot for well under $14,000. This low price is based on the complete standardization of this first stage and no changes can be made in its design, although provision is made for your preference in colors.

In the second stage the cost of the interior partitions depends of course on your family's requirements. An arrangement of partitions similar to the one in the model house will bring the price of the finished house to approximately $14,800, on you lot. If you wish to keep the price down, you may build only a few of the most important partitions, leaving the others to be added at a future time. For maximum economy you may have only the basic "Core House" built, move in, and add the partitions yourself, creating rooms as they are needed.

The following is a list of the items included in the price of the basic "Core House":

1. Entire exterior of house completed.
2. Inside of all exterior walls completely finished in natural California redwood.
3. Partitions surrounding the "Core" completely finished both sides (except the interior of the utility room) including all doors

BUILDING SECTION, page 2

CORE HOUSE (Continued)

in the "Core".

4. Entire floor and ceiling finished.

5. Bathrooms complete with tub, 2 toilets, 2 wash bowls, ceramic tile on three sides of tub and behind other fixtures, and all necessary accessories.

6. Utility room containing heating and electrical equipment, plumbing for washing machine, 220 volt outlet for dryer, and a central exhaust fan serving the bathrooms and kitchen.

7. Modern kitchen containing 12½ feet of wall and 12½ feet base cabinets with formica counter top and twin sink, plus a 30" electric range.

8. Hot water, oil fired, heating system with baseboard convectors around entire perimeter of house.

9. Electrical outlets in exterior walls and core partitions, wall fixtures around core, and 3 exterior lights.

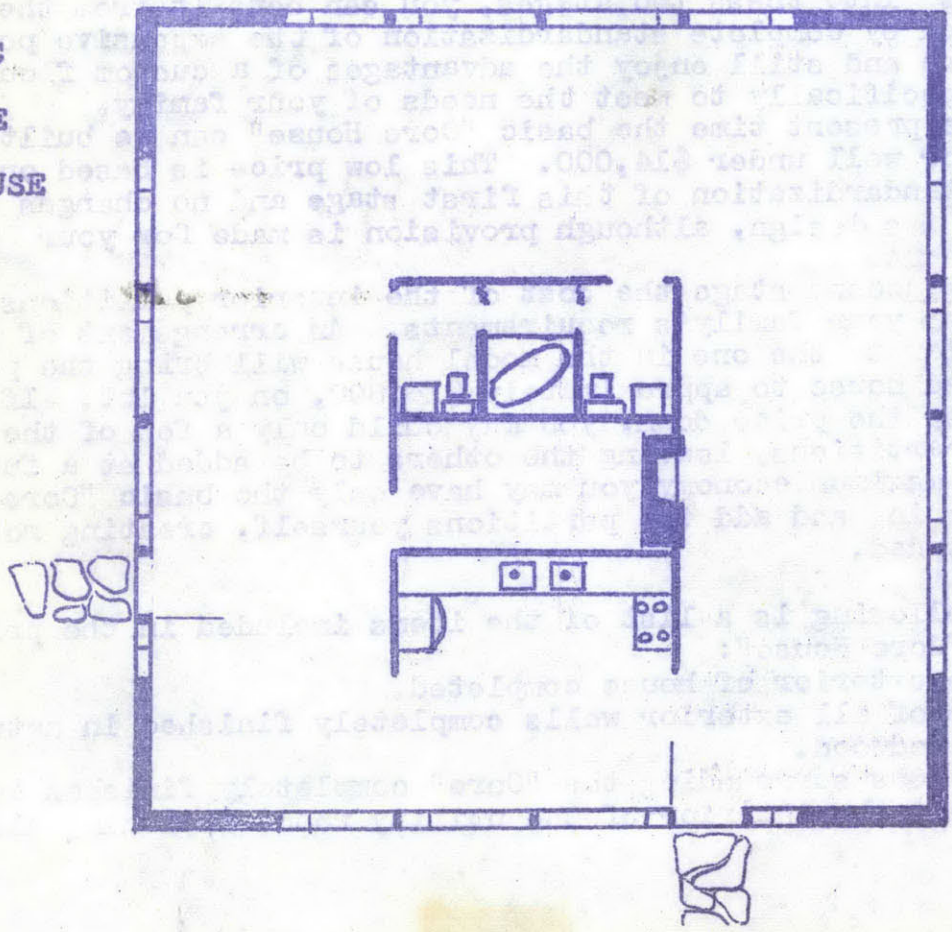
10. Steel casement windows.

The CORE HOUSE,
86 Spring St., Lexington
TEL VOlunteer 2-3282
or, 4 Brattle St., Harvard Sq.
TEL ELiot 4 - 1050

(Copy By A. E. Gras, August 16, 1955)

BASIC CORE HOUSE

DRAW YOUR OWN PARTITIONS



Ranulf W. Gras
1 Conant Rd.
W ston, Mass.

WALTHAM
AUG 16
8 PM
1955
MASS.

Mr. and Mrs. Edward Healy
6 Ashton Place
Cambridge
Mass.

THE CONSENSUS

VOL. VI, No. 7 September 4, 1955

NEXT MEETING: The next general meeting of Brown's Wood will be held on Thursday, September 8, 1955, in Rm. 10-280, MIT. It is hoped final approval can be given to the deed restrictions, option agreement, etc.

MEETING OF AUGUST 18:

Report by Helen Healy,
Secretary, Brown's Wood

A general meeting of Brown's Wood was held Thursday, August 18 in Rm. 10-280, MIT. Present were the Grases, Homer Eckhardt, the Wales, the Kramers, Nyna Polumbaum, Kalman Novak, the Harrises, Stuart Grover, Dave Ritson, the Swansons, the Shanskis, the Healys, Connie Freeman, and, as interested observers, Wayne and Virginia McRae, and Bert and Louise Loun.

Contractor's Insurance: The bonding company had questioned our demand for $100,000/$300,000 coverage for Mr. Flannery. This is an excessive amount over the usual $25,000/$50,000 which he presently carries, in addition to $100,000/$200,000 on his trucking. The original figures were arrived at by matching BW's insurance; in any case, our insurance of that amount would cover should Flannery's coverage be deficient. Therefor, to avoid further delay and unnecessary expense in obtaining a bond, the Executive Committee had decided, on August 16, to reduce the figures to those presently held as insurance by Flannery.

Water Board: Ranny met with the Water Board, also August 16, and asked for permission to use 6" main in parts of our development. The request was rejected. The following good reasons were given. 1) Reductions from 8" pipe to 6" pipe are available only in cast iron; the reduction area of the pipe becomes a collecting place for sediment; the cast iron encourages the separation of salts in the water, and itself oxidizes ; this combination produces a sludge which accumulates on the bottom of the main; when the fire department periodically "blows off" the hydrants, the whole water system becomes diffused with the sludge; it tastes terrible and everybody complains. 2) Since easements to neighboring properties are included in our subdivision plan, it is possible that the road, and the main, may some day be extended to serve other areas. In that case, a 6" main would be inadequate.

The Water Board also reminded Ranny that they required a notification of the details of the contract, including the name of the road. The former have been sent, the latter waits.

Telephone Easement: Mr. Consilvio of N.E.T.&T. had notified Ranny that he was quite sure the company would never accept the changes in the telephone easement which our lawyers had recommended. The Executive Committee therefor asked, and it was AGREED: That, if efforts otherwise failed, we would accept the telephone easement form as originally set up by the telephone company.

We are pleased to report that in an hour long telephone talk with Mr. Consilvio, Ranny managed to persuade him and the company lawyers that a) the changes were justified from our point of view, b) they were harmless from their point of view, c) in short, they would accept the easement the way we want it. - ED.

Also in regard to the telephone company, since underground wiring is too expensive, we will have the free overground installation. Block telephone numbers would not be feasible, but it is a question of seeing the right people, apparently, for permission to use telephone poles for electronic devices such as may be worked out for baby sitting.

Advertising: Stuart reported that advertising on WGHR would run Friday, Saturday and Sunday of that week, to be continued if necessary. (Three responses have been received, all of whose initiators are interested in learning more. A Get-Acquainted meeting should appear soon on the BW schedule. ED)

Treasurer's Report: Lang read a Treasurer's Report, based upon the policy of not including assessments as part of development costs. He then proposed that the group agree to include whatever could logically be included of the assessments as development costs, and then read a revised Treasurer's report based on this policy. In accepting this report, the group would be agreeing to the policy. It was then AGREED: That the Treasurer's Report be accepted as read.

Your humble servant type-setter understands nothing whatsoever about financial reports, and has arranged a consultation with the present Treasurer, Genny Daly, before publishing the above mentioned report. It will be sent out as soon as possible as a supplement to this issue.

Surveying Cost: As other development costs are to be included in the lot prices, there was some discussion about including surveying costs also. Although this seems highly desirable, there is some legal hazard in issuing certificates of indebtedness for work rather than actual cash outlay. It might be possible to credit surveying costs (estimated $4200) to each family without issuing certificates per se; however, the actual procedure will be arrived at in Executive Committee meeting.

Deed Signing: It was proposed and AGREED: That the President, or Vice-President, and the Treasurer, or the Assistant Treasurer, be authorized to sign deeds.

Ritsons' Deed: It was also AGREED: That a deed be given to the Ritson family as soon as possible, which would be subject to such restrictions as the group eventually decided to include in all deeds. Payment for the lot could not be specified, so the deed would include a specified formula for eventually arriving at the lot price.

Assistant Treasurer: There is an opening for assistant treasurer, because of Genny Daly's new duties as Treasurer. Art Swanson volunteered for the position but could admit to no experience with double entry book-keeping, which all concerned felt would be invaluable. Appointment will therefor be held in abeyance pending the offer of an experienced book-keeper if there is one in the membership.

Excess Fill: Individual families should make KNOWN their needs for fill. The Common Land and Engineering Committees will then decide where and how much of the remainder can be used on Lots 6 and 21.

Water Taps: Families should consult the map at the Gras' to indicate the location of water tap desired. Otherwise the taps will be placed according to the published list (The Consensus, VOL. VI, No. 1).

Option Agreement: There was some discussion of the various items in the group's option agreement and the lawyer's form (pre-emption agreement). It was decided to continue this discussion at a meeting the following week. For a report of the specific items discussed, see report of the meeting of August 25.

Two items that were not brought up the next week:

1) Would banks accept these restrictions? There was some disagreement as to probable saleability of property, according to a banks's interpretation, with some of the restrictions in the agreement. However, it was also pointed out that the bank's "legality" overrides that of the pre-emption agreement.

2) The seller in the group cannot block consensus because his financial interest in the matter deprives him of his voice in the decision, according to the By-Laws.

Herz Family: It was reported that a second family had voiced objections to the admission of the Herz family, thereby obviating the need for waiver of consensus procedure which had previously been proposed. Reason for objection was the same - the assurance of prolonged absence from the community. It was then proposed and AGREED: That the Shanski family be given the immediate privilege of making their choice from the available lots.

Meeting Adjourned

MEETING OF AUGUST 25:

Report by Helen Healy
Secretary, Brown's Wood

A general meeting of Brown's Wood was held on Thursday, August 25, in Rm. 10-280, MIT. Present were the Grases, the Dalys, Paul Loewenstein, David Freeman, the Shanskis, Kalman Novak, the Healys, the Wales, Nyna Polumbaum, Manny Kramer, Homer Eckhardt, and the Swansons.

Lot 12: The Dalys have transferred their affections to Lot 12. The following lots are therefor now available according to the procedure published in The Consensus, VOL. VI, No. 5, page 3: #'s 8, 16, 19, 20. (Except that the Shanskis have settled on 8, leaving 16, 19, 20. ED)

Application: There is now one membership application on hand, from Wayne and Virginia McRae.

Legal Committee: With the departure of Lang, the Legal Committee will be down to two members (Ranny and Al). Homer Eckhardt and Kal Novak volunteered to be available for meetings with the lawyers (and the committee). So now the committee has four members.

Field Work: There is still control surveying to be done and missing road stakes replaced. Lot bounds will have to be put in as soon as final grading of the road is done.

Pre-emption Agreement: Ranny prefaced the discussion with the suggestion that the group try to reach an agreement on the specific items and leave the phraseology to the lawyers. One other salient point which turned up several times in the course of the discussion was the fact that this is an option agreement, and does not necessarily mean that the group will enforce or take the stated action, but that it has the ability to do so. The following points were agreed on by the group:

1) To bequeathe, give or sell to spouse or children should not require corporation approval.

2) To keep property in the group is a basic goal of the group. Therefor, in case of possible foreclosure, the corporation should have the ability to buy or take up mortgage payments by a loan to the owner (with agreement of the owner), to avert foreclosure. It was suggested that a notice of possible foreclosure be added to the clause on notice to sell, in order to work out with the owner a mutually satisfactory arrangement (i.e., purchase or loan).

3) It is desirable that the community be developed fully. Therefore, in the case of an unbuilded lot, the corporation should have the ability to buy at market price by general procedure after three years. (Outright speculative building might be averted by an architectural restriction). The same procedure would obtain for an unfinished house after five years.

Pre-emption Agreement (Continued):

4) Time limits on renting should be kept as previously stated, although the corporation could approve extension. In case of disapproval, the corporation could force sale with appraisal procedure.

5) Notice of intent to sell, on the part of the owner, should include the name of a bona fide prospective buyer. Such a person would be given second option to buy. In cases of simple sale, the corporation must meet a bona fide offer. In cases of forced sale, appraisal procedure would be used. The question raised at several points was, is it legal to force sale at less than a bona fide offer? The answer seemed to be that it is probably not legal. However, it was generally felt that the above restrictions were some protection to the group, whether or not they could or would necessarily be implemented.

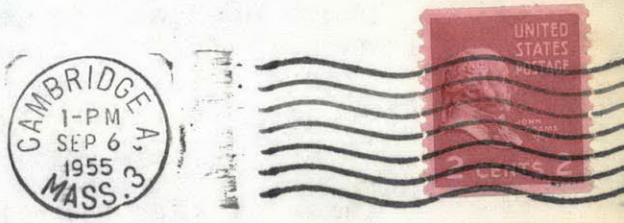
The legal committee was then charged with the job of working out the details and the wordage with the lawyers.

Meeting Adjourned.

* * *

Another Member: David, Edda, Mark and Francesca Ritson are the delighted sharers of a new offspring, Vincent Paul David Ritson. He was born Monday, August 29, weighing 7 lbs, 1 oz, and has proved eminently co-operative already. Whole family doing fine (a friend tells us Edda looks truly "radiant") except for the car, which has died of a broken heart or something. Anyone know of a low-investment-type buggy to get Dave to work?

And Another: New Baby Gras turned out to be Baby Boy instead of the promised Baby Girl, but he is quite perfect and we have all reached consensus that we should keep him. We still haven't got a proper name, having pondered over Sandra, Stephanie, and such like. HE was born Wednesday, August 31, weighed about 6 lbs, and loves visitors. being born to the spotlight, so to speak. 200 pictures of the event were recorded by the Polumbaum camera, to show why some babies are born at home and like it.



Ranulf W. Gras
471 Conant Rd.
Weston, Mass.

Mr. + Mrs. R. Langdon Wales
c/o Moog Valve Co.,
East Aurora
~~Mass.~~ New York

Personal

BROWN'S WOOD, INCORPORATED

Financial Statement as of March 31, 1955

Balance Sheet

Assets		
Land	$26,000.00	
Equipment	235.50	
Tools	6.88	
Development Cost (see schedule)	2,693.58	
Members' Accounts	626.00	
Cash - Development Fund	11,916.30	
Cash - General Fund	276.25	
		$41,754.51
Liabilities		
Certificates of Indebtedness	$40,100.00	
Accounts Payable	596.75	
		40,696.75
Net Worth		
Contingency Reserve	$ 500.00	
General Fund Surplus	557.76	
		1,057.76
		$41,754.51

. . . . . .

Financial Statement as of April 1, 1955. (With 1954 expenses shown as development cost and Certificates of Indebtedness issued against expenses plus surplus).

Balance Sheet

Assets		
Land	$26,000.00	
Equipment	235.50	
Tools	6.88	
Development Cost	3,059.82	
Members' Accounts	582.00	
Cash - Development Fund	11,916.30	
Cash - General Fund	276.25	
		$42,076.75
Liabilities		
Certificates of Indebtedness	$40,980.00	
Accounts payable	596.75	
		41,576.75
Net Worth		
Contingency Reserve	500.00	
		500.00
		$42,076.75

STATEMENT OF DEVELOPMENT COSTS 3/31/55

Legal Services	$1,449.14	
Professional Services	903.33	
Engineering Supplies	47.54	
Reproduction	95.57	
Advertising	65.00	
Miscellaneous	133.00	
		$2,693.58

. . . . . .

STATEMENT OF INCOME AND EXPENDITURES
UNDER GENERAL RESERVE FUND

INCOME

Regular Assessments	$1,407.00	
Subscriptions	2.00	
Miscellaneous Development Income	15.00	
		$1,424.00

EXPENDITURES

Insurance	$ 181.91	
Taxes	88.00	
Office Supplies	12.09	
Printing	59.24	
Postage	25.00	$ 366.24
Contingency Reserve	500.00	
Surplus	557.76	
		1,057.76
		$1,424.00

. . . . . .

NOTE: This is the supplemental report that was promised in The Consensus, VOL. VI, No. 7. Although somewhat delayed, it makes interesting reading and completes the financial record. Your Editor apologizes for not sending it with the recent Analysis of Cash Receipts and Cash Disbursements, etc., to which it is related. ED.

THE CONSENSUS

VOL. VI, No. 8 September13, 1955

NEXT MEETING: The next general meeting of Brown's Wood will be held on Thursday, September 22, at 8:00 PM, in Rm. 10-280, unless notice to the contrary is received. There will be plenty of business to discuss.

Consideration is being given to changing the usual week-day and the usual place of meetings. Opinions or/and suggestions will be welcomed.

SEPTEMBER 8 MEETING:

Report by Molly Morgan, Clerk, Brown's Wood

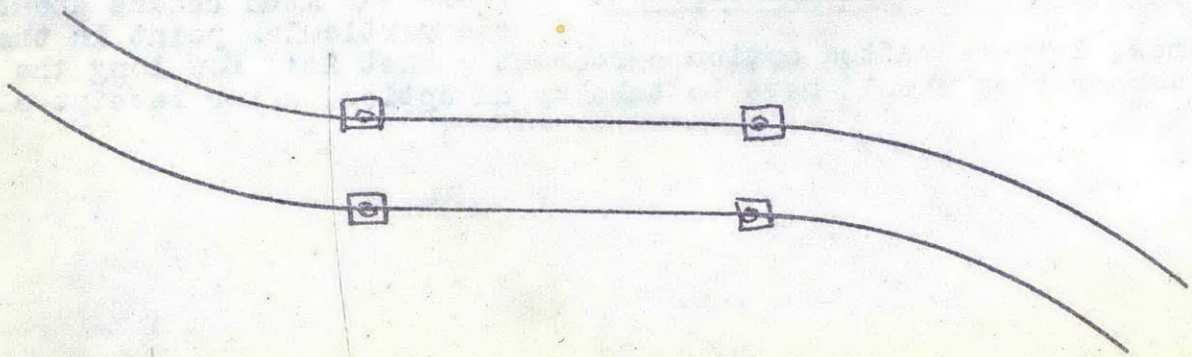
A general meeting of Brown's Wood was held on September 8, 1955, in Room 10-280, MIT. Present were: Genny Daly, Mary Eckhardt, David Freeman, Ann and Ranny Gras, John Harris, Helen and Ed Healy, Manny Kramer, Molly and Dick Morgan, Nell Novak, Ted Polumbaum, Dave Shanski and Art Swanson. Also present as interested observers were: Henry Kloss and his fiancee, Jacqueline Sweeney. The meeting began at 8:30 PM.

Office of Assistant Treasurer Filled: Nettie having volunteered, and having had considerable book-keeping experience, it was proposed and AGREED: That Nettie Shanski should become the new assistant treasurer, this job having been left vacant by the promotion of Genny Daly to Treasurer.

Typing of Back Copies of Consensus: Helen Healy and Nettie Shanski have volunteered for this job.

Control Survey: Manny Kramer explained the needs of the control survey job: i.e. three people every Sat. AM and PM and Sun. AM and PM for the next three months. With co-operation of this nature, the job can easily be completed in three month's time.

The control survey cannot be haphazard, but once closures on traverses are gotten, the job should be relatively easy. For every hour of work done in the field, there will be a corresponding need of an hour's computing. Manny drew a sketch on the black-board to show the points at which a concrete monument will be needed - i.e.- at every curve's beginning and end.



Control Survey (Continued):
Ranny mentioned the need to acquire concrete bounds - or at least the materials for them, as cheaply as possible, and suggested that we start shopping around for them. Someone suggested that this was a need that should be considered at a future date.

Information Committee: Genny Daly is chairman of this committee, the purpose of which is to encourage and promote understanding and better acquaintance between members and would-be members. This Wednesday, Genny Daly is holding a meeting at her house for the purpose of bringing together members and would-be members. More such meetings are planned for the future.

Question of Meeting Place and Time: Is Thursday still a really convenient day of the week? Why don't we hold meetings closer to our centre of gravity - which is becoming more Westerly as time goes on? These questions were raised and dropped.

Tech-built Houses Available: There are some Tech-built houses on land Taken by Eminent Domain, at the corner of Routes # 4 and 25 and # 2. According to rumor, each can be bought for $500 and carted away in an unspecified condition for an additional $500. Members may be interested in looking into this, but members should keep in mind that the Town of Lincoln requires 2 x 4 studs - whereas the Techbuilt houses are probably built with 2 x 3's. A large load of lumber might be all that could be salvaged from the deal.

Willard-Flannery Meeting: Ranny mentioned that he, Willard and Flannery had gotten together on the land and walked over the whole road together. This meeting had established the initial town inspection and assured a minimum of misunderstanding between the contractor and the arbitrator and us. Incidentally, Mr. Flannery thinks the road can be graded by a week from Monday or Tuesday. A general absence of much ledge was happily observed.

Bills to be Paid: Genny Daly presented for approval a number of bills to be paid, including $24 to W.CHR, $19.70 to Lang Wales, a $5 refund on plans, and insurance, the largest item in the list. It was AGREED: That the bills be authorized for payment.

Discussion of Option Agreement: There was much debate about one particular point in the new, lawyer-drafted option agreement - that is: How long the corporation should have to take up an option, after receipt of

notice of a bona fide offer on the part of a prospective buyer of a house and lot owned by a member of the corporation. Originally, it was felt that 30 days was a reasonable length of time to allow the corporation to take up an option. However, there was now some feeling that the seller's hands should not be tied so long. Eventually, it was AGREED: That 21 days should be allowed for the corporation to take up an option following receipt of notice of bona fide offer from a prospective buyer of a member's property.

(21 days is the minimum time that would allow the process of consensus to operate as specified in the By-Laws. It was also noted that anyone intending to sell property in the community would, by all rules of reason, tell everybody about it even before putting the property on the market. The corporation would then have some time to at least think about its option, if not to actually find a buyer of its own choosing. ED)

Renting to Non-Members: There was considerable discussion of whether consensus should be required for members to have permission to rent. As a general principle it was AGREED: That the group should have consensus for refusal to rent and not consensus for permission to rent.

Bank: Word had been received from the lawyers that the Boston Sv Savings Bank had looked with slightly jaundiced eye on some of the restrictions desired by the group, though they did like an architectural restriction limiting structures to those which were approved by "at least 10%" of the membership. Appropriate members of Brown's Wood will meet soon with the representatives of the bank to talk over the matter. It is hoped they may follow the course of some other authorities who have persuaded to our point of view.

Adjournment: The meeting was adjourned at 10:35 PM.

Postscript: A great many members are urging that we return to the old meeting hour of 8 PM. (See first notice in this issue. ED)

* * *

Road Name: The 2nd. Ballot left the following 16 names on top, with scores indicated. Ballot no. 3 is herein included. (More members should vote, to get a true representation. This time we're going to!)

Laurel	+ 23	Indian Rock	- 1
Mocassin	+ 14	Brown's Wood	- 3
Rockridge	+ 14	Oak	- 7
Mocassin Hill	+ 13	Greenwood	- 10
Indian Hill	+ 8	Woodridge	- 10
Red Oak	+ 6	Arrowhead	- 16
Compass	+ 5	Glacier	- 18
Foxhill	0	Woodledge	- 23

(The following is a copy of a draft of pre-emption rights, options and restrictions for Brown's Wood, Incorporated, prepared by Walter White of the firm of Sherburne, Powers and Needham, September 6, 1955.)

To be inserted in all deeds:

The within conveyance is made subject to the following Pre-emption rights, Options and Restrictions:

PRE-EMPTION

As further consideration for the within conveyance, the Grantee (Grantees) hereby covenants (covenant) as follows for himself (herself) (themselves) and the Grantee's (Grantees') successors in title, heirs, executors, administrators and assigns:

(1) That if during the period of the life of the Grantee (the lives of the Grantees or the life of the survivor of them) and twenty years thereafter the Grantee (Grantees) or any of such successors in title, heirs, executors, administrators or assigns should desire or become willing to sell the real estate herein conveyed, the Grantor or its successors or assigns shall have the first right to buy the same unless the intended sale is to a spouse or child or children of the then owner;

(2) That, in order to make possible the exercise of such right, the said real estate, when such desire or willingness arises, will forthwith in writing be offered for sale to the Grantor or its successors or assigns for the same price at which and on the same terms and conditions upon which there is the desire or willingness to sell the said real estate to any bona fide prospective purchaser; the bona fide of the prospective purchaser shall have been made manifest by his depositing with the prospective seller the sum of $ (a sum of money equal to % of the prospective price); in the event that (a) the Grantor or its successors or assigns elect not to buy the said real estate and (b) the prospective seller can give title to the prospective purchaser as agreed between them and (c) the prospective purchaser fails to buy the said real estate within the four-months period hereinafter provided, the prospective seller will forthwith after such period pay over the said sum to the Grantor or its successors or assigns;

(3) That the Grantor or its successors or assigns shall have the right, by election, to buy the said real estate at the said price and upon the said terms and conditions provided that the Grantor or its successors or assigns within thirty days after receipt of such written offer enter into a written agreement to do so within forty-five days after the date of suchwritten agreement;

(4) That if the Grantor or its successors or assigns do not enter into such agreement or, having entered into it, do not buy the said real estate in the time limited by it, and if the said real estate is not sold at the said price and upon the said terms and conditions within four months after receipt of the said written offer then the said "first right to buy" shall revive with respect to any subsequent desire or willingness to sell the said real estate, whether the price, terms or conditions be the same as or different from those previously expressed, and the above procedure shall be followed in respect thereof; and such "first right to buy" shall continue to revive and the said procedure shall continue to be followed after each such instance of such want of sale.

EXEMPTION

The Grantor agrees for itself its successors and assigns that the holder of a mortgage of the said real estate shall in foreclosing the mortgage be exempt from complying with the procedure arising from the said "first right to buy" if such holder first gives to the Grantor or its successors or assigns adequate written notice of the time when and place where the foreclosure is to be commenced, whether the foreclosure be by entry or by action or by exercise of a power of sale, but this exemption shall not apply after the foreclosure whether or not the purchaser at the foreclosure be the holder.

OPTIONS

In recognition of the corporate purposes of Brown's Wood, Incorporated, notably the purpose to promote the civic, educational and economic betterment and welfare of its community, and in recognition of its ultimate aim as expressed in its by-laws to establish a neighborhood of congenial home-owning families, and as further consideration for the within conveyance, the Grantee (Grantees) hereby grants (grant) for himself (herself) (themselves) and the Grantee's (Grantees') successors in title, heirs, executors, administrators and assigns the following options to the Grantor and its successors and assigns:

1. If within three years from the date hereof the construction of a dwelling house on the land herein conveyed shall not have been commenced, the Grantor and its successors and assigns shall have the exclusive right for four months after the expiration of the said period of three years, and for such longer period of time as may be necessary for determination of the value by arbitration, as hereinafter provided, to purchase the within granted land at its then fair market value;

2. If within five years from the date hereof the construction of a dwelling house on the land herein conveyed shall not have been completed so as to have become habitable within the meaning of the appropriate provisions of the by-law and regulations of the said Town of Lincoln, the Grantor and its successors and assigns shall

COPY

have the exclusive right for four months after the expiration of the said period of five years and for such longer period of time as may be necessary for determination of the value by arbitration, as hereinafter provided, to purchase the within granted land together with the improvements thereon at the then fair market value of the land and improvements;

3. If the Grantee (the Grantees or either of them) or any successor in title should lease, rent or let in whole or in part the land herein conveyed or any improvements made thereon for periods exceeding twenty-four months in the aggregate in any period of five years or, in any event, for a period(in excess) of twelve consecutive months, the Grantor and its successors and assigns shall have the exclusive right to purchase the said land, together with the improvements thereon, at the fair market value thereof, provided that the said right is exercised within four months after mailing to the then owner registered mail written notice of the intent so to purchase; this right shall revive annually from the date of such notice so long as there is any such leasing, renting or letting; provided further, however, that if the Grantee (Grantees) or any successor in title in writing requests the permission of the Grantor or of its successors or assigns to lease, rent or let the same for a specified period of time (the beginning and ending dates thereof to be specified) not in excess of twenty-four consecutive months he (they) may so lease, rent or let unless within thirty days after receipt of such request the Grantor or its successors or assigns in writing refuses to grant the request, but any subsequent such request made within five years after the first such request shall not be deemed to be granted by such failure of refusal but shall be granted only by approval of the Grantor or its successors or assigns manifested by its or their affirmative action;

4. The fair market value to be paid upon the purchase under the exercise of any of the foregoing options shall, unless agreed upon by the parties, be determined pursuant to Sections 14 through 22 of Chapter 251 of the General Laws of Massachusetts (Tercentenary Edition), as amended, by three arbitrators, one to be chosen by the owner or owners of the land, another to be chosen by the Grantor or its successors or assigns, and the third to be chosen by those two.

CERTIFICATION

The Grantor covenants for itself and its successors and assigns that if it or they determine not to purchase the said real estate pursuant to the said pre-emptive "first right to buy" or pursuant to any of the foregoing options, it or its successors or assigns will on request certify in writing the fact of such determination, or, in the said case of request for permission to lease, rent or let, the fact of failure to refuse such permission, all subject, however, to the limitations appearing in the paragraph designated "(4)" in the above Pre-emption provisions, and, further, will certify the fact, if it be a fact, that the procedure for offering the real estate for sale to the Grantor or its successors or assigns has been complied with; any such certification made by any officer of the Grantor shall bind the Grantor and its successors and assigns.

COPY

RESTRICTIONS

The within conveyance is made subject to the real estate taxes for the current year, to the provisions of the zoning by-laws of the said Town of Lincoln, and to the following restrictions which are imposed for the benefit of the other lots shown on the said plan:

(A). No building shall be erected or altered on the said real estate until the plans and specifications therefor shall have re-ceived the approval of at least ten per cent of the members of Brown's Wood, Incorporated, at a duly held meeting of the members;

(B). Any mortgage of the said real estate shall provide that the mortgagee or its or his assigns shall be obligated in the event of any default in performance of any of the terms of the mortgage to give to Brown's Wood, Incorporated, or its sucessors or assigns the opportunity to purchase the said mortgage at any time during the period of thirty days prior to commencement of proceedings for foreclosure of the mortgage;

(C). The Grantee (Grantees) and his (her) (their) successors in title, unless refused membership in Brown's Wood, Incorporated, shall pay any and all assessments levied by it pursuant to its by-laws;

(D). In the event of default in the performance of any obligation in any mortgage of the said real estate, the Grantor and its successors and assigns may cure such default any may (require) any guardian, conservator, executor, administrator or other personal representative of the mortgagor in default to give to the Grantor and its successors and assigns a mortgage of the said real estate to secure repayment of the cost and expenses of curing such default.

EASEMENTS

The within conveyance is also made subject to easements granted for utilities as shown of record.

BROWN'S WOOD DIRECTORY 9/21/55

Members:

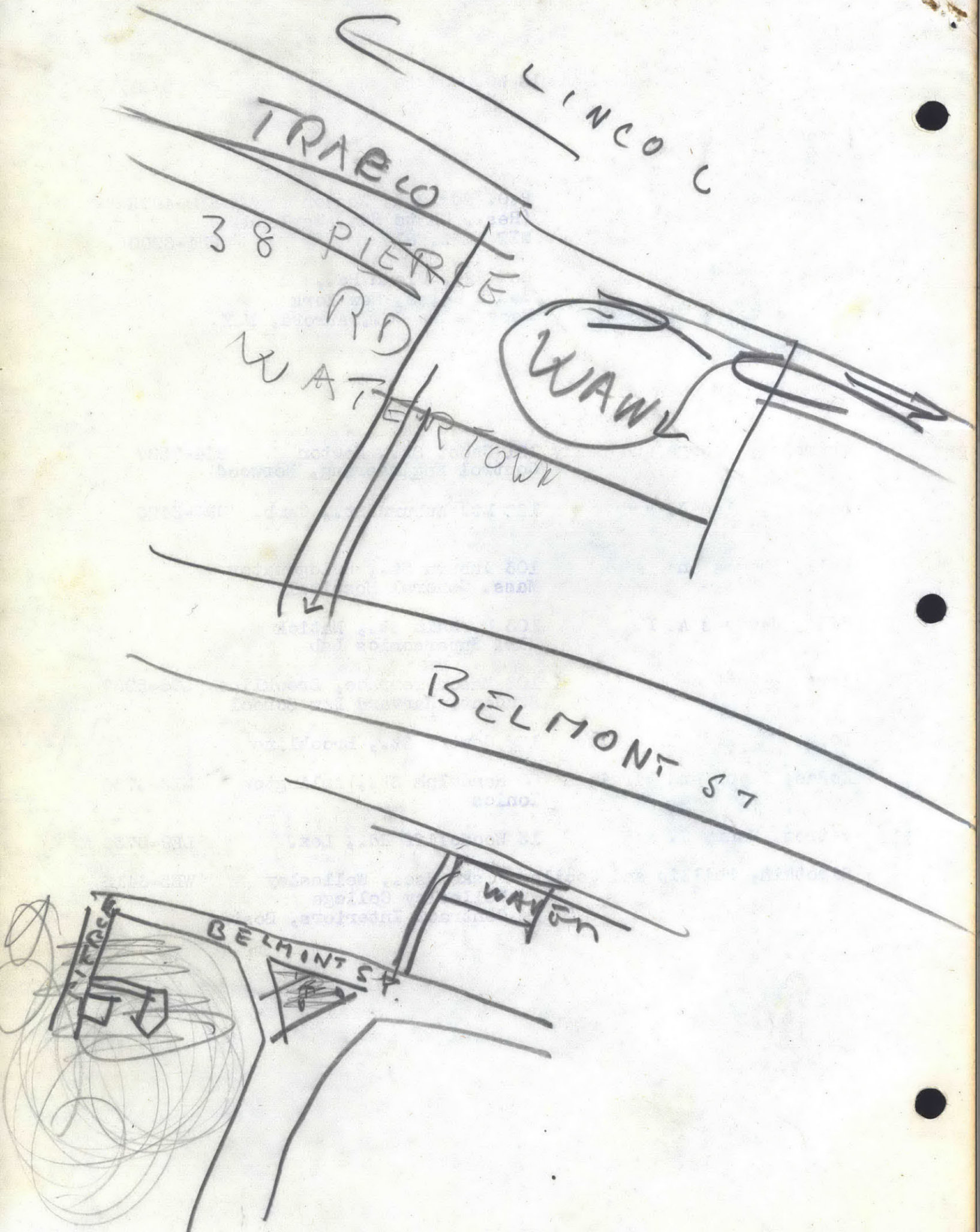
Daly, Dick and Genny	89 Spear St., Melrose	
"	National Co., Inc.,	ME4-6330
	34 Essex St., Melrose	
Eckhardt, Homer and Mary	234 Lakeview Ave., Cambridge	EL4-4999
"	RCA, Waltham Ext. 36,	WA5-8060
Freeman, David and Connie	25 Queensberry St., Boston	CO6-4039
"	Boston Psycopathic Hospital	LO6-4900
	74 Fenwood Rd., Roxbury	
Gras, Ranny and Ann	471 Conant Rd., Weston	WA5-6007
"	MIT Ext. 3551	UN4-6900
Grover, Stuart and Gunny	179 Burlington St., Woburn	WO2-3682 R
"	WXHR, 439 Concord Ave., Camb.	KI7-7751
Harris, John and Naomi	1000 Concord Tnpk., Lex.	CL9-8672
"	Lincoln Lab Ext. 5335	VO2-3370
Healy, Ed and Helen	6 Ashton Pl., Cambridge	KI7-8293
"	Dewey and Almy	TR6-1400
	42 Whittemore Ave., Camb.	
Kramer, Manny and Ruth	5 Saran Ave., Bedford	CR4-7450
"	MIT	EM9-3400
Loewenstein, Paul & Sophie	2 Potter Pk., Cambridge	TR6-4092
"	Nuclear Metals, Cambridge	UN4-5200
Meyer, Jim and Carol	484 Concord Rd., Weston	WA5-2543 W
"	Lincoln Lab Ext. 415	VO2-3370
Morgan, Dick and Molly	9 Hayette Rd., Bedford	CR4-7910
"	MIT Ext. 710	UN4-6900
Novak, Kalman and Nell	1 Channing Place, Cambridge	UN4-4661
"	Longy School of Music	TR6-0956
Polumbaum, Ted and Nyna	123 Norwood Ave., Newtonvl.	BI4-7043
Ritson, Dave and Edda	38 Pierce Rd., Watertown	WA4-7343
"	MIT Ext. 2396	UN4-6900
Shanski, Dave and Nettie	56 Roberts Drive, Bedford	CR4-7476
"	Lincoln Lab Ext. 122	VO2-3370
Swanson, Art and Joan	7 Saran Ave., Bedford	CR4-6059
"	Natl. Research Corp.	LA7-7332

Members (Continued):

Van Rennes, Al and Mae	P.O. Box 246, Weston (Res., White Rd., Wayland)	EL8-4875
"	MIT, Ext. 614	UN4-6900
Wales, Lang and Ruth	Box 724, Olean Rd., South Wales, New York	
"	Moog Valve Co., Aurora, N.Y.	

Currently Interested:

Cherniak, George and Sally	121 Cabot St., Newton	BI4-7587
"	Control Engineering, Norwood	
Dworsky, Alan J. and	122 Mt. Auburn St., Camb.	UN4-3426
Hall, Thomas and	106 Auburn St., Bridgewater	
"	Mass. General Hospital	
Hill, Jacques A. F.	103 N. Main St., Natick	
"	MIT, Supersonics Lab	
Israel, Matthew	106 Mason Terrace, Brookline	LO6-5957
"	Student, Harvard Law School	
Lown, Bernard and Louise	122 Centre St., Brookline	
McRae, Wayne and Virginia	60 Randolph St., Arlington	MI3-6730
"	Ionics	
Petrow, Henry G. and	13 Woodcliff Rd., Lex.	LE9-0736 M
Sirotkin, Phillip and Cecile	Fiske Hse., Wellesley	WE5-6415
"	Wellesley College	
"	Contract Interiors, Boston	


LINCOLN
TRACO
38 PIERCE RD
WATERTOWN
WAWL
BELMONT ST
WAYON
BELMONT ST

THE CONSENSUS

VOL. VI, No. 9 October 4, 1955

NEXT MEETING: The next general meeting of Brown's Wood will be held on Thursday, October 6, at 8:00 PM (regardless of who is or is not there yet) in Rm. 10-280, MIT. There will be reports on several items of business, especially the progress of road construction and survey work, and it is hoped the deed restrictions can be given final approval.

(See below for proposed change in time and location of regular meetings, which should become effective at the next meeting after October 6).

MEETING OF SEPTEMBER 22: by Helen Healy
Secretary

Present: Grases, Stuart Grover, Art and Joan Swanson, John Harris, Ed and Helen Healy, Wayne McRae, Lucy Huber and Matthew Israel, Dick Morgan, Jacques Hill, Homer Eckhardt, Dave Ritson, Dave Shanski, Paul Loewenstein, Al Van Rennes and a friend.

Field Work: One closure has been made to come out within two minutes of being right, the others aren't that good yet. Grade stakes have been replaced, but they are continually getting in the way of bulldozers and backhoes, and so continually need replacing.

Refunds and Debts: A recent request from the horn family for repayment of their 2,000-odd dollars raised the question once again of the order of paying back ex-members, as well as repaying present members the loans they made to cover the deficit caused by "delinquent" members. Though no record can be found, many members understood that an agreement had been reached that non-members would be the first to be repaid, (and in the order of their retirement); it was pointed out that present members, or many of them, are planning to build soon and need their money perhaps more than ex-members. After some discussion about the various merits of being fair and of keeping the books orderly, it was AGREED: That payment from (future) new members go to pay back retired members in the order of retirement, with the excess (amount over $2,000 each) used to repay members for their loans. Priority for the latter to be determined by individual need.

Pre-emption Agreement: - the Legal Committee representatives (Ranny and Al) reported on their meeting at the Boston Five concerning the pre-emption agreement. It seems that the bank views favorably only the clause which

allows the corporation to buy up a mortgage prior to foreclosure, and the one which "restricts" building to those structures whose plans and specs. have been approved by 10% of the membership of the corporation. As for the rest of the agreement, the bank wants out, in the form of an exemption, but will go along with all the restrictions as long as a buyer (through the bank) is willing. Technically, the exemption would be given by a reference in each deed to an exemption notice posted at the Registry of Deeds.

It was disappointing that the Boston Five looked so unfavorably on our pre-emption agreement; the suggestion was made somewhere that the agreement be a thing apart from the deed, each member signing a simple, clear deed, and also signing such an "agreement" with the corporation. This would not involve the bank and might make them happier to give members large loans at low rates. However, such an agreement could not be made binding upon successors in title to the original lot-owner, and it is the successors about whom the corporation is worried. It seemed preferable to simply exempt the bank from the restrictions, in case of foreclosure, relying on the chance to purchase the mortgage before such foreclosure could ever occur.

Anyway, it seemed desirable to contact other banks and get their reaction to the pre-emption agreement, especially since it turned out that the Boston Five was really offering our group nothing. The "4% for homes built in the reasonable future" proved to be no special offer at all, since this was a standard rate to the general public for a 75% mortgage. And the reasonable future, it turned out, expired on September 26, after which the rate would increase to 4½%. And if that's not enough, further evidence of their magnanimity is in the fact that they would value our lots at $3500. (They admit one would have to pay more for equal lots outside BW, but they consider it an "inflated market".

Dick Morgan volunteered to chair a committee to contact various banks. (Dick has already composed a fine letter, copies of which are being sent to all likely institutions. Please give him any suggestions. ED).

Ritson Deed: Dave Ritson wished to obtain a deed as soon as almost impossible, because of the near expiration of a contract with Techbuilt. Authorization had already been given for a deed, but not one containing an exemption for the bank. It was felt that the corporation would run no risk in issuing a deed similar in form to that already discussed, and including the bank exemption, since any changes made subsequently, and incorporated in all other deeds, would be in the direction of less restriction. Furthermore, if the bank would accept such a deed as this, they would undoubtedly not mind if the first deed to the Ritsons were later exchanged for one identical to the others. The only catch then, was ratification of consensus. Dave offered to call all absent members the next day. It was then AGREED: That the Ritson family be issued a special deed, containing the pre-emption agreement in the form most recently drafted, subject to such minor changes as proved necessary, and including clauses exempting the bank. Further, that said deed be later exchanged for one identical to the other deeds

issued by the corporation, provided the Boston Five had no objections. (For a report on the changes, see below). This agreement was ratified on Friday, September 23, by telephone.

Meetings: There have been proposals for a new meeting time and place. Stuart Grover suggested a large, furnished and heated room over his father's garage, in Auburndale, near Rte. 128. There is ample room for parking, and it is as generally accessible to members as MIT. Permission has since been granted by the senior Grovers for us to use this room.

The Name Committee was asked to distribute ballots similar to road name ballots, for voting on a meeting day and time, and giving approval to suggested meeting place. (If the Grover Hall is used, a map will be distributed to members for finding the place.)

* * *

DEED ISSUED: The Ritson family has been given their deed, signed by Nettie and Ranny, notarized by a N.P., and certified by Molly. The deed includes: A) a description of the property. B) The pre-emption clauses contained in the ditto copy handed out at the September 22 meeting (and herewith enclosed for members who weren't there), the only changes being wordage and inclusion of C) the exemption clauses, which read as follows:

".... In the event that the Boston Five Cents Savings Bank or any other bank or lending institution or any assignee of either of them should as mortgagee or as assignee foreclose any mortgage of the premises herein conveyed or should become the owner of the said premises it shall be free to convey the said premises free from the said Pre-emption Rights and Options if its purchaser declines to accept a deed reciting that the conveyance is subject to them".

and, under RESTRICTIONS,

(C). The Grantees and their successors in title, unless refused membership in Brown's Wood, Incorporated, shall pay any and all assessments levied by it pursuant to its by-laws, provided however, that in the event that the Boston Five Cents Savings Bank or any other bank or lending institution or any assignee of either of them should as mortgagee or as assignee foreclose any mortgage of the premises herein conveyed or should become the owner of the said premises it shall be free to convey the said premises free from this Restriction if its purchaser declines to accept a deed reciting that the conveyance is subject to it.

The deed also includes the following Certificate of Vote, which actually refers to the agreement reached on August 18,

and reported in The Consensus, VOL. VI, No. 7, page 3. Your Editor should have published the whole Certificate at that time, since that is what was approved. It reads:

"VOTED: That each of the President and the Vice President of Brown's Wood, Incorporated, be and hereby is authorized when acting jointly with either the Treasurer or the Assistant Treasurer of Brown's Wood, Incorporated, and each of the said Treasurer and the said Assistant Treasurer be and hereby is authorized when acting jointly with either the said President or the said Vice President to execute, acknowledge, and deliver for and on behalf of Brown's Wood, Incorporated, from time to time and without further specific authority, deeds conveying to members of Brown's Wood, Incorporated lots of the corporation's land shown on a plan of land entitled "Subdivision of Land in Lincoln, Mass., owned by Brown's Wood, Incorporated" dated Feb. 8, 1955, and recorded with Middlesex South Registry of Deeds at the end of Book 8475".

* * *

ROAD WORK: The road is almost completely sub-graded, a few hundred feet of water trench have been dug and today they are laying water pipe. So far, only a couple pieces of "ledge" (one is a big boulder) have been encountered in the whole job. Keep your fingers crossed.

CONGRATULATIONS: and lots of 'em, to Joan and Art Swanson, for their baby girl, Allison Louetta (sp.?), born at 3 AM Wednesday (I think) weighing 7 lbs. 4 oz. (if my memory serves). (After four weeks they'll be as groggy as your reporter). This is the first grandchild on both sides of the family, so there is publenty of rejoicing; and we hear she's beautiful too.

THE VOTE: So far, only ten ballots or so have been collected by the Road Name Committee. Are you gonna let 10 (ten) members push you a round? Or will you object when it gets down to 1 (one) name. Do it NOW.

LETTER TO THE EDITOR:

The events of the past several weeks lead me to suggest that we formally initiate a systematic approach to the matter of bulk or discount purchases for members, especially those who plan to start building shortly. I therefor suggest that we publish some existing ideas on this subject along with an appeal for more and better ones, accumulating as we go along a master file of contacts which various members may already have or may make with sources of discount goods.

Letter to the Editor (Continued):

The first problem is to establish a purchasing and distribution mechanism. The planning committee, exploring such questions earlier in the year, foresaw some difficulties, and concluded that more information and ideas were needed before any recommendations could be made. Needed:

1) Experienced counsel on setting up a purchasing mechanism - an individual or the corporation could set up a "dealership", perhaps, or even create a new corporation?

2) Information from members as to what good contacts they already may have with the wholesale world.

3) Knowledge of members' plans for buying appliances, fixtures, furniture, decorations and perhaps staple items.

4) Perhaps most important, when will these things be needed?

Recently I myself made a contact which may demonstrate what can be found without any strain. The manager of a good-sized furniture and home accessories store (Colony House, Brookline) offered Brown's Wood members a discount which was moderate in amount but considerable in scope: 20% discount on <u>anything</u> an interior decorator might have to use, including

furniture (quite good modern)
fabrics "
accessories (lamps, etc.)
floor coverings
bathroom tile
wall covering
and some kitchen equipment.

C. Stuart Grover

(Thank you, Mr. Grover, for your timely suggestions. I would like to add that while members may think savings on such items as accessories and staple items are too small to justify the effort, experience of builders has proved that to save, you have to save everywhere. Further, it is not necessary to limit one's choice and buy the same item as all the other members. ED)

<u>NEW APPLICANT:</u> An application has been received from Jacques Hill, who has been interested in Brown's Wood for several months now and has been following our course through contact with his friends Homer and Mary Eckhardt, as well as through attendance at recent meetings.

Nell Novak entertained members and non-members at her home the last week-end. Non-members included the McRaes (the other applicant family) the Cherniaks and the Dworskis.

<u>NEW TELEPHONE:</u> The Dalys' telephone number is MElrose4-3739.

<u>ABSENT FRIENDS:</u> Various communications with various members indicate the Waleses are well and that things are going smoothly. The rigors of moving have not erased their interest in Brown's Wood, we are glad to say. They visited the Herz family en route to NY, and report the latter are expecting another child. The news that their application was not approved was a disappointment, their interest being as great as ever.

Ranulf W. Gras
471 Conant Rd.
W.ston, Mass.

BOSTON MASS. 19
OCT 5
1230AM
55

HIRE THE HAN
ITS GOOD BU

UNITED STATES POSTAGE
2 CENTS 2

Mr. + Mrs. R. L. Wales
Box 724
Olean Rd.
So. Wales
New York

(This is a copy of the form of deeds for Brown's Wood, Incorporated, as drafted by Walter White, October 4, 1955)

BROWN'S WOOD, INCORPORATED, a corporation duly established under the laws of the Commonwealth of Massachusetts, particularly under Chapter 180 of the General Laws, and having its usual office in the City of Boston in the County of Suffolk in the said Commonwealth, for consideration paid grants with quitclaim covenants to John J. Doe and Jane A. Doe, husband and wife, as tenants by the entirety, both of the Town of Dedham in the County of Norfolk in the said Commonwealth, the land in the Town of Lincoln in the County of Middlesex in the said Commonwealth designated as lot numbered 99 on a plan entitled "Plan showing Subdivision of Land in Lincoln, Mass., owned by Brown's Wood, Incorporated" by Ranulf W. Gras, dated Feb. 8, 1955, and recorded with Middlesex South Registry of Deeds at the end of book 8475 and bounded and described as follows:

<u>Westerly</u> by the lot numbered 98 on the said plan, three hundred (300) feet,
<u>Northerly</u> by the lot numbered 97 on the said plan, one hundred and forty-five hundredths (150.45) feet,
<u>Easterly</u> by the Westerly side line of a way shown on the said plan, three hundred (300) feet, and
<u>Southerly</u> by the lot numbered 96 on the said plan, one hundred fifty and forty-five hundredths (150.45) feet;
Containing forty-five thousand one hundred thirty-five (45,135) square feet more or less;

Together with the right to use in common with others for all purposes for which such ways are commonly used in the said Town of Lincoln the ways which are shown on the said plan;

But subject to the Pre-emption Rights, Options and Restrictions which are set forth in a certain "Notice of Pre-emption Rights, Options and Restrictions" by Brown's Wood, Incorporated, dated , 1955, recorded with Middlesex South Registry of Deeds in book at page , provided, however, that in the event that the Boston Five Cents Savings Bank or any other bank or lending institution or any assignee of either of them should as mortgagee or as assignee foreclose any mortgage of the premises herein conveyed or should become the owner of the said premises it shall be free to convey the said premises free from the said Pre-emption Rights and Options and free from the Restriction regarding payment of assessments (par. (C) in the said Notice) if its purchaser declines to accept a deed reciting that the conveyance is subject to them; the Grantor hereby agreeing for itself and its successors and assigns that the provisions of the "Certification" set forth in the said "Notice of Pre-emption Rights,

Options and Restrictions" are by this reference thereto incorporated herein as covenants made by it with respect to the premises herein conveyed;

And subject to easements granted for utilities as shown of record, to the real estate taxes for the current year and to the provisions of the zoning by-laws of the said Town of Lincoln;

For reference to title see deed from R. Langdon Wales to Brown's Wood, Incorporated, dated July 7, 1954, recorded with Middlesex South Registry of Deeds in Book 8284 at page 356.

As further consideration for the within conveyance, the Grantees for themselves and their successors in title, heirs, executors, administrators and assigns hereby agree that the Pre-emption Rights which are set forth in the said "Notice of Pre-emption Rights, Options and Restrictions" are by this reference thereto incorporated herein as covenants hereby made by the Grantees with respect to the premises herein conveyed and the Grantees further agree that they will hold the said premises subject to the said Pre-emption Rights;

And in recognition of the corporate purposes of Brown's Wood, Incorporated, particularly the purpose to promote the civic, educational and economic betterment and welfare of its community, and in recognition of its ultimate aim as expressed in its by-laws to establish a neighborhood of congenial home-owning families, and as further consideration for the within conveyance, the Grantees for themselves and their successors in title, heirs, executors, administrators and assigns hereby grant to Brown's Wood, Incorporated, its successors and assigns, with respect to the premises herein conveyed, the Options which are set forth in the said "Notice of Pre-emption Rights, Options and Restrictions", the same being by this reference incorporated herein as grants of Options by the Grantees;

And the Grantees for themselves and their successors in title, heirs, executors, administrators and assigns further agree that the provisions of paragraphs (A), (B), (C) and (D) under the heading of "Restrictions" in the aid "Notice of Pre-emption Rights, Options and Restrictions" are with respect to the premises herein conveyed incorporated herein by reference and that the Grantees and their successors in title, heirs, executors, administrators and assigns will hold the said premises subject thereto.

IN WITNESS WHEREOF on this day of , 1955, the said Brown's Wood, Incorporated, has caused its corporate seal to be hereto affixed and these presents to be executed, acknowledged and delivered in its name and behalf by its and its therefor duly authorized.

Witness:

BROWN'S WOOD, INCORPORATED

_____

By _____
Title:

_____

and _____
Title:

(Corporate Seal)

COPY

FORM OF DEED

And we, and , the above named Grantees, in witness of our covenants, agreements, undertakings and promises above set forth and of our recognition and acceptance of the Restrictions and other limitations and provisions above set forth and above incorporated by reference have hereunto set our hands and seals on the said date.

_____

Witness:

_____ _____

_____

The Commonwealth of Massachusetts

, ss. , 1955

Then personally appeared before me and and acknowledged the foregoing instrument to be the free act and deed of Brown's Wood, Incorporated.

_____
Notary Public

My commission expires ____

CERTIFICATE OF VOTE

(For form, see deed to Ritson, et ux)

THE CONSENSUS

VOL. VI, No. 10 October 11, 1955

NEXT MEETING: The next general meeting will be held on Thursday, October 20, in Grover Hall, Auburndale, for which see map on last page of newsletter. It is hoped the meeting can begin at 8:00 PM in spite of the change in location. A budget for the next 6 months will be presented for approval at this meeting.

MEETING OF OCTOBER 6: Report by Molly Morgan, Clerk, Brown's Wood

A general meeting of Brown's Wood was held on October 6, 1955 at MIT in Room 10-280. The meeting began at 8:30 and ended at 10:10. Present were: Dick Daly, Homer Eckhardt, David Freeman, Ranny Gras, John Harris, Ed Healy, Paul Loewenstein, Dick and Molly Morgan, Nyna Polumbaum, David Ritson, David and Nettie Shansky, Art Swanson, Mae Van Rennes. Present also as interested observers were: George Cherniak, Jacques Hill, Matthew Israel and Ed and Nancy Rawson.

Denial of Application for Abatement of Assessment: Ranny began the meeting with a report of letters received. The first was a denial from the Town of Lincoln of our application for abatement of the tax assessment on our property. In the letter, the town said that the assessment is for 28 acres only, and is still low, in the town's opinion.

Bill from Lawyers: The next letter was a bill from the lawyers, of $872 for their legal work for us since January 30, 1955. There was an itemized account in the letter of what their work had consisted of. There was general agreement that the bill must be paid, and mention of the probability that $200 or $300 worth of work still remains to be done by the lawyers. $300 is $300 more than we had allocated for legal bills for this year. The budget may still balance, however, due to a more than ample allocation for ledge. Anyway, it was AGREED: That the Treasurer be authorized to pay the above mentioned bill.

September 22nd. Letter from Water Board: This letter was mainly of interest to the engineer, as it consisted of a number of requests for small technical changes in the specifications for the water installation. (Use Kennedy valves in place of Muller valves except where the Kennedy valves don't have sleeves, at which places the Muller valves will be acceptable). (The letter also held a reminder that the water pipe must at all times be on the high side of the road, even though this necessitates crossing the road a couple of times. Since that time Mr. Gilbert, the inspector for the Board, has

persuaded the Board that crossing under a roadway can make more trouble than placing the pipe on the low side of the road. The pipe is therefor now being laid on the low side of the Weston Rd. connection. It has not been decided whether the specs will be changed in regard to the curve around Lot 16, and beyond. ED)

Progress of the Ritson Plans: The Ritsons have got their deed; however, their application for a building permit has been turned down. The building inspector who grants such permits does not like Tech-built houses for some curious reason of his own. It is hoped by the Ritsons that Techbuilt, Inc. will manage to talk the inspector out of his present views. As far as the banking side of all this goes - it goes slowly - but steadily with a holding letter in the bank's hands and several necessary bank lawyers out of town at the moment.

Discussion of the snags which the Ritsons have encountered (we should be grateful for their mine-sweeping activities!) led to talk of possible delays which other families hoping to build this year might meet. Paul remarked that we can't afford 2 or 3 weeks delay in the winter, as it might mean postponement altogether of this season's building plans. Ranny suggested that if we could line up all the necessary permits, in parallel, we would avoid much delay.

Date of Road Completion: Ranny estimated that at the present rate of work, with present equipment, Mr. Flannery would take 4 weeks to finish pipe-laying. However, with another back-hoe, which Mr. Flannery is planning to get on the job , the pipe-laying time would be reduced to 2 weeks. (The extra back-hoe came on the job that PM, actually; trenching is now extended to Lot 9, and has started down the connection; with the spur complete, I think, except for about 20 yards of ledge to get rid of, bringing the total ledge found so far to about 30 cu. yards. ED) Surfacing and trenching could be complete by the 1st. of November. After that, there will be a 30-day period of oiling providing that there is no snow on the ground. Trucks can drive on the unoiled surface just as long as they don't drive in the same ruts. "Ruts!" exclaimed someone. "There aren't going to be ruts in our road !?"

Insurance Notices: Insurance notices must be posted on the land while any work is being done, and the forms are to be filled out immediately upon the occurrence of an accident or what have you. Someone asked "Which type of insurance is involved?" The reply was: Public Liability Insurance and Workmen's Compensation.

Work on Mortgages for Early Builders: Dick Morgan asked the group whether it would prefer to have a professional mortgage broker hunt for 4% mortgages, rather than separate members of the group. He mentioned the names of two he had encountered, who would need to know lots of detailed information about incomes, house plans, and jobs of those seeking good mortgage rates.

Mortgages (Continued):

The group wanted to know how much such a broker would charge - and whowould pay the fee - the bank or the group? The group also wanted to know whether our chances of getting 4% mortgage money would be prejudiced by the broker's fee, in the event that the bank had to pay it. Someone asked, would accepting the help of a broker mean that we couldn't contact banks on our own? The general answer to this was that confusion over fees and who would pay them would result unless we follow one course of the other - hunt banks on our own or hire a professional. The general answer to Dick's question of do we want to hire a professional or don't we? seemed to be: we don't know how much they cost - and in any case, we probably don't want to hire a professional lest our hands be tied by any committment to such a broker. Further discussion was deferred, and future meetings of early builders will be concerned with this matter.

(A meeting last Sunday evening at the Harris home agreed that each early builder would take his plans to a different bank. The result would be more indicative than if one person contacted many banks, without any plans to really interest them. Also, individuals can get bank reactions to their particular plans).

Notice of Pre-emption Rights, Options and Restrictions:

The rest of the meeting was largely devoted to the study, clarification and improvement of the document named in the above heading. Consult your copy for page references. (To those members who were not present, copies have already been mailed. ED)

1) The first point mentioned was that on page 4, para. 3, the wording is "within thirty days after receipt of such ..." We had already agreed (T.C., Vol. VI, No. 8, page 3) to change this to twenty-one days. Those at the meeting duly crossed out 30 and wrote 21.

2) A question had been raised about the "five per cent (5%) of prospective price" found on page 4, para. 2. In the case of an un-built-upon lot, this amount would be too small to have the desired effect, perhaps. The general feeling was that this was too small, and it was AGREED: That this be changed to read, in effect, "5% or $1,000, whichever is greater".

3) Next, the discussion revolved around page 5, para. 4. The general feeling was that there were enough penalties provided for both the prospective buyer and the seller in bad faith, but how about a penalty for the corporation in case it agreed to buy a member's property and then failed to live up to its agreement? There was a suggestion that if the corporation failed to follow through, the seller would have an entirely free hand to sell his property at whatever price he wished - for four months. This was felt to be too hard on the corporation, and a compromise solution was reached: It was AGREED: That if the corporation fails to carry out its agreement to purchase, the seller may sell at that price to any buyer within four months; if however, the seller lowers his price, the corporation again has first right to buy.

Notice, etc. (Continued)

4) It was also felt that the above paragraph was in error in that it gave the seller freedom to sell "to any purchaser" within four months if the corporation chose not to buy the property. The corporation might think the "bona fide" purchaser a desirable buyer, and naturally elect not to buy the property itself. It should not then be running the risk of having the property sold to "any purchaser".

It was AGREED: That the above situation be covered in a separate paragraph, with the provision that if the corporation does not elect to purchase, the owner may sell to the "bona fide buyer" only.

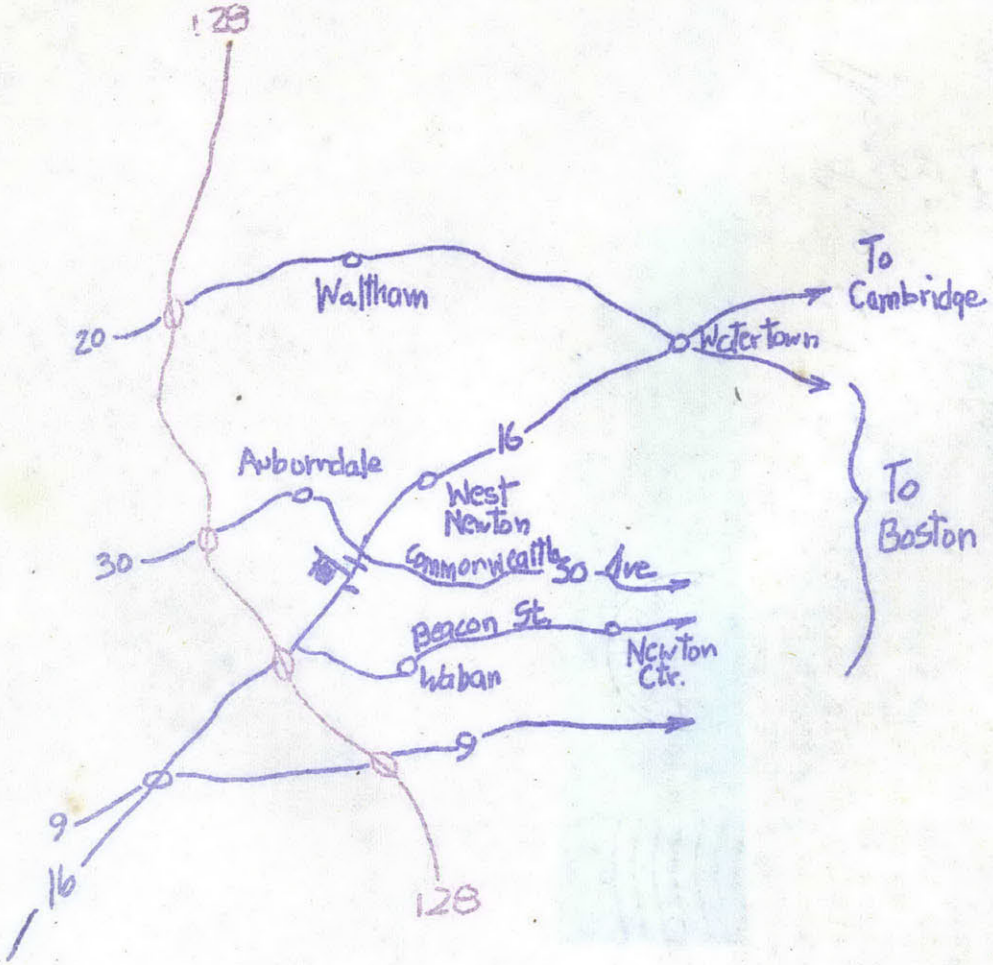
There were other minor changes recommended, including the clarification of the sentence which begins on page 7, runs all through page 8 and ends in page 9.

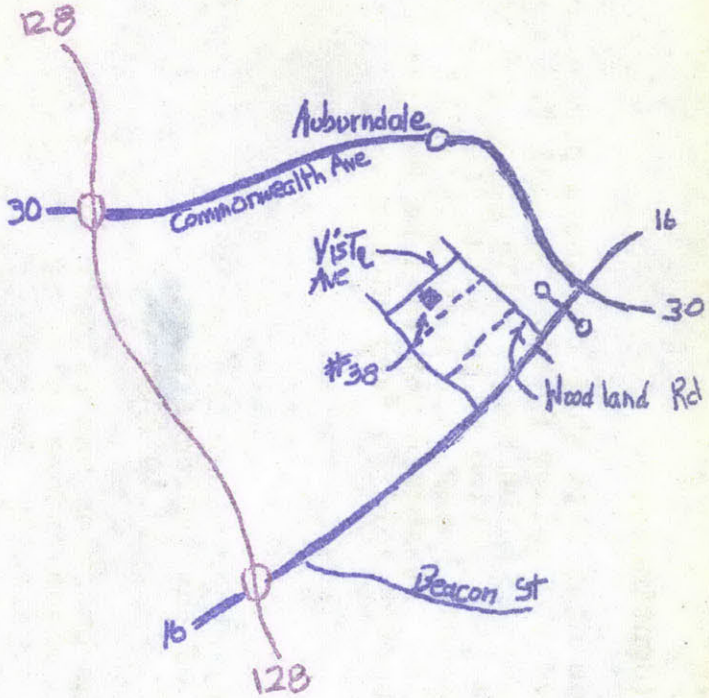
Monuments: The question was raised: Do we have to have monuments in place before deeds can be given out? There are difficulties, apparently, in even asking this question of a town official. Monuments are mixed up with the question of an Approvable Road vs. an Acceptable Road. Evidently we will soon have an approveable road, but should not apply too soon to have it considered an acceptable road. Why? The Town is reported to be unhappy about the condition of Tabor Hill Road and hopeful, or rather determined, that such will not happen again; therefor the town might turn down our request for an acceptable status - if we made such a request too soon. Further, there may be advantages to us in keeping our road private for a few years - and letting people know about it. (As long as it is private, the easements cannot be used to extend our highway system into neighboring property). The question of monuments was not solved at this meeting.

Meeting adjourned.

* * *

GROVER HALL
38 VISTA AVE
AUBURNDALE
10/11/55





Please park on Vista Ave. and walk to garage at end of driveway

Ranulf W. Gras
471 Conant Rd.
Weston, Mass.

CAMBRIDGE A, MASS. 1

Mr. & Mrs. R. L. Wales
Box 724
Glean Rd.
So. Wales
New York

NOTICE OF PRE-EMPTION RIGHTS, OPTIONS AND RESTRICTIONS

BROWN'S WOOD, INCORPORATED, a corporation organized under the laws of the Commonwealth of Massachusetts, particularly under Chapter 180 of the General Laws, and having a usual office in the City of Boston in the County of Suffolk in the said Commonwealth, and being the owner (except as to any portion heretofore conveyed by it) of the land in the Town of Lincoln in the County of Middlesex in the said Commonwealth which was conveyed to it by R. Langdon Wales by deed dated July 7, 1954, recorded with Middlesex South Registry of Deeds in book 8284 at page 356, and is shown on a plan entitled "Plan Showing Subdivision of Land in Lincoln, Mass. owned by Brown's Wood, Incorporated" by Ramulf W. Gras, dated February 8, 1955, recorded with the said Registry of Deeds at the end of book 8475,

HEREBY GIVES NOTICE (1) that by unanimous votes of its Board of Directors and members it has imposed upon the said land the Pre-emption Rights, Options and Restrictions which are hereinafter set forth and, by reference hereto, shall be incorporated into each conveyance by it of any lot shown on the said plan and

(2) that by the said votes it is provided that, notwithstanding the provisions of the said Pre-emption Rights and Options, in the event that The Boston Five Cents Savings Bank or any other bank or lending institution or any assignee of either of them should as mortgagee or as assignee foreclose any mortgage of premises conveyed by such conveyance or should become the owner of such premises it shall be free to convey the premises free from the said Pre-emption Rights and Options if its purchaser declines to accept a deed reciting that the conveyance is subject to them;

The said Pre-emption Rights, Options and Restrictions being the following:

PRE-EMPTION RIGHTS

As further consideration for a conveyance by Brown's Wood, Incorporated, of any lot of its land, each Grantee thereof shall covenant as follows for himself and his successors in title, heirs, executors, administrators and assigns:

(1) That, if during the period of the life of the Grantee (or if there be more than one, then the lives of all the Grantees of such lot or the life of the survivor of them) and twenty years thereafter the Grantee (or, the Grantees) or any of such successors in title, heirs, executors, administrators or assigns should desire or become willing to sell the said lot, whether or not it then be improved, Brown's Wood, Incorporated, or its successors or assigns shall have the first right to buy the same unless the intended sale is to a spouse or child or children of the then owner;

(2) That, in order to make possible the exercise of such right, the said real estate, when such desire or willingness arises, will forthwith in writing be offered for sale to Brown's Wood, Incorporated, or its successors or assigns for the same price at which and on the same terms and conditions upon which there is the desire or willingness to sell the said real estate to any bona fide prospective purchaser; the bona fide of

the prospective purchaser shall have been made manifest by his depositing with the prospective seller a sum of money equal to five per cent (5%) or $1000 whichever is greater of the prospective price; in the event that (a) Brown's Wood, Incorporated, or its successors or assigns elect not to buy the said real estate and (b) the prospective seller can give title to the prospective purchaser as agreed between them and (c) the prospective purchaser fails to buy the real estate within the four-months period hereinafter provided, the prospective seller will forthwith after such period pay over the said sum to Brown's Wood, Incorporated, or its successors or assigns;

(3) That Brown's Wood, Incorporated or its successors or assigns shall have the right, by election, to buy the said real estate at the said price and upon the said terms and conditions provided that it or its successors or assigns within ~~thirty days~~ twenty-one after receipt of such written offer enter into a written agreement to do so within forty-five days after the date of such written agreement;

(4) That, if Brown's Wood, Incorporated, or its successors or assigns do not enter into such agreement or, having entered into it, do not buy the said real estate in the time limited by the agreement, the prospective seller shall be free to sell the same at the said price and upon the said terms and conditions to any purchaser, but if the said real estate, which then shall be salable only at the said price and upon the said terms and conditions, is not sold within four months after receipt of the said written offer, then the said "first right to buy" shall revive with respect to any subsequent desire or willingness to sell the said real estate, whether the price, terms or conditions be the same as or different from those previously expressed, and the above procedure shall be followed in respect thereof; and such "first right to buy" shall continue to revive and the said procedure shall continue to be followed after each instance of such want of sale.

OPTIONS

In recognition of the corporate purposes of Brown's Wood, Incorporated, particularly the purpose to promote the civic, educational and economic betterment and welfare of its community, and in recognition of its ultimate aim as expressed in its by-laws to establish a neighborhood of congenial home-owning families, and as further consideration for the conveyance, each Grantee of a lot conveyed to him by Brown's Wood, Incorporated, shall grant for himself and his successors in title, heirs, executors, administrators and assigns the following options to Brown's Wood, Incorporated, and its successors and assigns:

1. If within three years from the date of the conveyance the construction of a dwelling house on the land therein conveyed shall not have been commenced, Brown's Wood, Incorporated, and its successors and assigns shall have the exclusive right for four months after the expiration of the said period of three years, and for such longer period of time as may be necessary for determination of the value by arbitration, as

hereinafter provided, to purchase the land at its then fair market value;

2. If within five years from the date of the conveyance the construction of a dwelling house on the land therein conveyed shall not have been completed so as to have become habitable within the meaning of the appropriate provisions of the by-laws and regulations of the Town of Lincoln, Massachusetts, Brown's Wood, Incorporated, and its successors and assigns shall have the exclusive right for four months after the expiration of the said period of five years and for such longer period of time as may be necessary for determination of the value by arbitration, as hereinafter provided, to purchase the land together with the improvements thereon at the then fair market value of the land and improvements;

3. If the Grantee or any successor in title should lease, rent or let in whole or in part the land therein conveyed or any improvements made thereon, in such a manner that the owner ceases to be a full time occupant thereof, for periods exceeding twenty-four months in the aggregate in any period of five years

or, in any event, for a period of twelve consecutive months, Brown's Wood, Incorporated, and its successors and assigns shall have the exclusive right to purchase the said land, together with the improvements thereon, at the fair market value thereof, provided that the said right is exercised within four months after mailing to the then owner registered mail written notice of the intent so to purchase, or, after such mailing, the right is exercised within four months after any date which shall have been agreed upon by the then owner and Brown's Wood, Incorporated, or its successors or assigns, as the date of termination of such leasing, renting or letting, or after such mailing, the right is exercised promptly after such longer period of time as may be necessary for determination of the value by arbitration, as hereinafter provided; this right shall revive annually from the date of such notice so long as there is any such leasing, renting or letting; provided further, however, that if the Grantee or any successor in title in writing requests the permission of Brown's Wood, Incorporated or of its successors or assigns to lease, rent or let the same

for a specified period of time (the beginning and ending dates thereof to be specified) not in excess of twenty-four consecutive months he may so lease, rent or let unless within thirty days after receipt of such request Brown's Wood, Incorporated, or its successors or assigns in writing refuses to grant the request, but any subsequent such request made within five years after the first such request shall not be deemed to be granted by such failure of refusal but shall be granted only by majority vote of the qualified members of Brown's Wood, Incorporated, or by the affirmative action of its successors or assigns;

4. The fair market value to be paid upon the purchase under the exercise of any of the foregoing options shall, unless agreed upon by the parties, be determined pursuant to Sections 14 through 22 of Chapter 251 of the General Laws of Massachusetts (Tercentenary Edition), as amended, by three arbitrators, one to be chosen by the owner or owners of the land, another to be chosen by Brown's Wood, Incorporated, or its successors or assigns, and the third to be chosen by those two.

Certification

Brown's Wood, Incorporated, for itself and its successors and assigns will covenant that if it or they determine not to purchase real estate pursuant to the said Pre-emption Rights or pursuant to any of the foregoing Options, it or its successors or assigns will on request certify in writing the fact of such determination, or, in the said case of request for permission to lease, rent or let, the fact of failure to refuse such permission, all subject, however, to the limitations appearing in the paragraph designated "(4)" in the above Pre-emption Rights, and, further, will certify the fact, if it be a fact, that the procedure for offering the real estate for sale to it or its successors or assigns has been complied with; any such certification made by any officer of Brown's Wood, Incorporated, shall bind it and its successors and assigns.

RESTRICTIONS

Each grant of a lot by Brown's Wood, Incorporated, shall be subject to the following provisions, which are imposed for the benefit of all the lots shown on the said plan and may be incorporated into the grant by reference hereto:

(A). No building shall be erected or altered on the said real estate until the plans and specifications therefor shall have received the approval of at least ten per cent of the members of Brown's Wood, Incorporated, at a duly held meeting of the members; certification of the fact of such approval shall be given by Brown's Wood, Incorporated, in a form acceptable for public recording and if signed by any one of its officers shall conclusively bind it and its successors and assigns;

(B). No mortgage of the said real estate shall be given or placed unless the intended mortgagee first agrees in writing with Brown's Wood, Incorporated, or its successors or assigns, that thirty (30) days before foreclosing the mortgage or before taking a conveyance of the said real estate in lieu of foreclosing, it will give to Brown's Wood, Incorporated, or its successors

or assigns, the opportunity to purchase the mortgage for the amount due thereon;

(C). The Grantee and his successors in title, unless refused membership in Brown's Wood, Incorporated, shall pay any and all assessments levied by it pursuant to its by-laws provided, however, that in the event that The Boston Five Cents Savings Bank or any other bank or lending institution or any assignee of either of them should as mortgagee or as assignee foreclose any mortgage of the said real estate or should become the owner of the said real estate it shall be free to convey the said real estate free from this Restriction if its purchaser declines to accept a deed reciting that the conveyance is subject to it;

(D). In the event of default in the performance of any obligation in any mortgage of the said real estate, Brown's Wood, Incorporated and its successors and assigns may by agreement with any guardian, conservator, executor, administrator or other personal representative of the mortgagor cure such default and take a mortgage of the said real estate to secure repayment of the cost and expenses of curing the default.

IN WITNESS WHEREOF on this _____ day of _____, 1955, the said Brown's Wood, Incorporated, has caused its corporate seal to be hereto affixed and this Notice to be executed, acknowledged and put on public record in its name and behalf by _____ its _____ and _____ its _____ therefor duly authorized.

BROWN'S WOOD, INCORPORATED

Attest:

By _____
Title:

_____
Clerk of Brown's Wood, Incorporated

(Corporate seal)

and _____
Title:

THE COMMONWEALTH OF MASSACHUSETTS

_____ SS. _____, 1955

Then personally appeared before me _____ and _____ and acknowledged the foregoing instrument to be the free act and deed of Brown's Wood, Incorporated.

_____
Notary Public

My commission expires:

_____

Ranulf W. Gras
471 Conant Rd.
Weston, Mass.

WALTHAM
OCT 10
3 30PM
1955
MASS.

Wales
Box 724
Olean Rd
So. Wales
New York

INDEX OF THE CONSENSUS

VOLUMES V & VI

Prepared 10/12/55
C.S.G.

(Note: underlining indicates consensus agreement reached)

prepared by C. S. Gr