

Proposal between HALP and LPA: April, 2021

At this time, HALP owns all common buildings at Laurel Park. Two previous agreements are in place with Laurel Park Arts as follows:

Article II of the HALP bylaws states the following and has since its inception in 1986: THE LAUREL PARK ASSOCIATION, a religious Corporation organized under M.G.L. c. 180, shall have a permanent easement for the use of Unit No. 20 as a chapel only. Such easement shall entitle said LAUREL PARK ASSOCIATION to the use only of said Unit and shall not entitle the LAUREL PARK ASSOCIATION to vote in THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST. Nor shall the LAUREL PARK ASSOCIATION be subject to service fees or Common Charges on account of this right to use Unit No. 20. Nothing in this clause shall limit the right of the LAUREL PARK ASSOCIATION to own TWO (2) UNITS in addition to Unit No. 20 for religious purposes as provided in this Declaration of Trust.

With a permanent easement, LPA pays repairs and maintenance and utilities for Unit 20. HALP has provided lawn mowing services to Unit 20 at no cost to LPA.

The bylaw states that the easement is given for Unit 20 to be used as a chapel only.

PROPOSAL: With LPA permission and consent, HALP would agree to reverse the easement. HALP would regain control of Unit 20. All costs to that effect would be transferred to HALP. Because this is a bylaw, it would need to be approved at an Annual Meeting by the Association.

In 2008, LPA sold land to HALP that included Normal Hall, the Post Office building, and the Tabernacle. With the purchase HALP and LPA entered into an agreement with regard to Normal Hall and the Tabernacle. LPA was given first use of these buildings and agreed to provide maintenance to the Tabernacle as well as insurance coverage. In addition, LPA agreed to maintain liability coverage for events sponsored by LPA on the grounds.

PROPOSAL: With LPA permission and consent, HALP would agree to reverse the agreement with regard to the Tabernacle. HALP would assume all maintenance costs for the building and the upkeep. LPA would continue to have a liability insurance policy for any events held on the grounds of Laurel Park.

The benefit to LPA would be decrease annual expenses for upkeep of properties. The benefit to HALP would be the assurance of proper maintenance ongoing as HALP is a more permanent entity financially.

Currently LPA assumes responsibility to schedule the use of Normal Hall. In the recent past, homeowners were charged for the rental of Normal Hall for their personal use. LPA has in the recent years received a subsidy from HALP in the annual budget.

PROPOSAL: HALP will continue to provide a subsidy to LPA. This subsidy will automatically make all homeowners members of LPA. Homeowners will not be charged for the use of Normal Hall or the

Tabernacle but LPA events will take precedence. LPA will continue to be the rental agent for Normal Hall and the Tabernacle year round. HALP will be made aware of rental dates. LPA will arrange for contractual agreements regarding fees, cleaning, damage deposits, etc. LPA will receive all fees for rentals. Any damage done during LPA functions will be the responsibility of LPA to cover. The same will be true for use of the Tabernacle. Any damage done from the use of a homeowner will be charged to the homeowner.

PROPOSAL: The Nine Acre Woods is currently owned by LPA. Should LPA be disbanded, the Nine Acre Woods transfers to a Methodist organization. LPA and HALP will agree to investigate whether HALP is able to purchase the land or parts of the land from LPA both legally and financially.