

32
15
ne

PH-5

PRESERVATION RESTRICTION AGREEMENT

Between

SAINT PAUL'S CHURCH

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION



THIS PRESERVATION RESTRICTION is made this 28th day of Sept 2009 by and between the VESTRY OF SAINT PAUL'S CHURCH, of Newburyport, Essex County, Massachusetts ("**Grantor**"), and the CITY OF NEWBURYPORT, a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex, Massachusetts ("**Grantee**"), to be administered, managed and enforced by the NEWBURYPORT HISTORICAL COMMISSION ("NHC").

WHEREAS, the Grantor is the owner of certain real property located at 166 High Street, Newburyport, Massachusetts, made up of two deeds registered in 1742, book 89, page 92 and in 1907, book 1867, page 49 at Essex South Registry of Deeds and more particularly described in Exhibit A attached hereto (hereinafter "**the Property**"), said Property including the following structure known as St. Anna's Chapel (hereinafter "**the Building**"):

The Building, a High Gothic style chapel made of Rockport granite with a polychromatic slate roof, was designed by Rufus Sargent and constructed by John Bayley & Sons between 1862 and 1863. The Reverend William Horton of St. Paul's Church donated his money for the chapel in memory of his daughter Anna. Its ten stained glass windows comprise the only complete known set by Henry E. Sharp & Son and are in the rare 'grisaille' cross hatch style of decoration. The original organ by William Stevens and original cast bronze chandeliers and altar sconces remain.

The Property also includes: St. Paul's Church and Parish Hall built in 1922 to replace a structure burned in 1920. William Graves Perry, the noted architect who worked at Colonial Williamsburg, designed the building in the Georgian Revival style with its Rockport granite exterior matching that of St. Anna's Chapel. The Property also includes the church cemetery, granite and brick walls, granite posts, and metal fences that outline the Property boundaries, a modern sign, walkways, and landscape plantings further depicted and described in Exhibit B.

The preservation restriction pertains, with the exception of paragraphs 4.2(b) and (c), to the Building known as St. Anna's Chapel.

WHEREAS, the historical significance of the Building emanates from its construction in 1862-1863, its location within the Newburyport National Register Historic District (designated November 3, 1972) and its architectural and artistic design and numerous significant contents including stained glass windows by Henry E. Sharp & Son which have national artistic significance. Additionally, the Building is listed as a contributing property to the Newburyport National Register Historic District and is important to the public enjoyment and appreciation of its architectural and historical heritage.

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "**preservation values**") and significance of the Building, and have the common purpose of preserving the aforesaid preservation values and significance of the Building;

WHEREAS, the Building's preservation values are documented in a series of photographs and documents described herein (hereinafter, "**Baseline Documentation**") incorporated herein and attached hereto as Exhibit B, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date of this grant.

WHEREAS, the Baseline Documentation (Exhibit B) shall consist of the following:

- 1) Exterior photographs of Building;
- 2) Newburyport Assessor's Map Showing Property;
- 3) "A History of St. Anna's Chapel" January 2008 by Bronson de Stadler, "St. Anna's Chapel -Building and Stained Glass Windows" March 2008 by Bronson de Stadler, "St. Anna's Chapel Property Description" February 2009 by Bronson de Stadler

(All items, including original photographs listed as Item 1 are on file in the offices of the Grantor, the Grantee, and the NHC);

WHEREAS, the Building is in need of preservation and restoration;

WHEREAS, upon the recommendation of the Community Preservation Committee and approved as Project #2 by the City Council 11 August 2008, the sum of Twenty five thousand dollars (\$25,000.00) from the Community Preservation Fund ("**Funds**") was appropriated for the purpose of funding a grant for the restoration of the exterior of the Building;

WHEREAS, the Grantor and the Grantee have reached an Agreement whereby the Grantee shall provide the Funds so appropriated to the Grantor to be expended for the preservation and renovation of the aforementioned Building, under the terms and conditions set forth herein and in such other documents as the parties may execute, and the Grantor agrees to accept such Funds to be used exclusively for such purposes and under such terms and conditions ("Restriction" or "Preservation Restriction");

WHEREAS, the Grantor in further consideration of the receipt of such Funds and to ensure the preservation of the aforementioned Building agrees and desires, to impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Building;

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of the General Laws, Chapter 184, Sections 31, 32 and 33 ("Act"); and

WHEREAS, the NHC is authorized to accept preservation restrictions in the name of the City of Newburyport and the NHC is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40C, authorized and directed by the Grantee to manage St. Anna's Chapel burdened by such restrictions, consistent with the provisions of the Act and to administer and enforce this preservation restriction;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross in perpetuity this Restriction over the exterior (defined in further detail herein) of the Building (St. Anna's Chapel) to be administered, managed and enforced by the NHC.

1. Purpose: It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Building will be retained and maintained forever substantially in their current condition or in a restored condition approved by the NHC for preservation purposes and to prevent any use or change of the exterior of the Building that will significantly impair or interfere with the Building's preservation values or alter views of any exterior facades of the Building.

2. Preservation Restriction: The Grantor grants to the Grantee the right to forbid or limit:

- a. alteration to any exterior feature or exterior appearance, materials, workmanship, condition or structural stability of the Building, St. Anna's Chapel of Newburyport; for the Purposes of this Agreement, the Exterior of the Building shall be defined as all surfaces (including but not limited to walls, roofs, foundations, windows, doors, gutters, downspouts, and associated hardware and visible details) which are in contact with the exterior of the Building and/or visible from outside the Building at any location or at any distance. Subject to this restriction are any activities, including construction or alteration of any internal structural features that act as support for external surfaces, construction or alteration of which may alter the Exterior appearance of the Building or threaten the structural stability or integrity of the Exterior of the Building.
- b. any use of St. Anna's Chapel that is not consistent with the original intent for use of the Building known as St. Anna's Chapel as a place of worship and by community groups.
- c. any other act or use that may be harmful to the historic preservation of the Building.

3. Restriction as to Expenditure of Funds: Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the NHC may reasonably impose to

accomplish the purposes of this Restriction, the Grantor shall expend such Community Preservation Funds to make renovations to the exterior only of the St. Anna's Chapel.

4.1. Grantor's Covenants: Covenant to Maintain. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the NHC may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the exterior of the Building in the same structural condition and state of repair to that existing on the effective date of this Restriction. In addition, Grantor and Grantee recognize that significant restoration work to be approved by NHC will commence soon after said effective date and therefore the condition of the Building to be maintained by this Restriction shall be established as the condition at the completion of said restoration. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building exclusive of changes attributed to natural aging and weathering of exterior material not damaging to the integrity of the material. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the NHC and in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties* with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

Grantor's covenant herein shall be limited to funds reasonably available therefor. Should the parties disagree as to the need of maintenance or the availability of funds the matter may be submitted by either party for arbitration pursuant to the Massachusetts arbitration statute then in effect.

4.2. Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a. the Building shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
- d. no additions and/or outbuildings may be attached to the Building without prior approval of the NHC; and
- e. moving the Building to another location on the Property shall be forbidden without prior approval of the NHC.

5. Conditional Rights Requiring NHC Approval: Subject to Paragraph 4 and the terms and conditions of this Restriction and such other terms and conditions as the NHC may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Building without prior express written approval of the NHC. Without said approval Grantor shall not make any changes to the exterior (including fenestration and roof) of the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change to the exterior, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantor shall similarly not make any alterations to the surrounding Property that would obscure the current view of the Building, such as the installation of permanent signage or trees or very large shrubs without approval of the NHC.

Activities by Grantor to maintain the exterior of the Building which are intended to be performed in accordance with the provisions of paragraph 4.1, and which are of a minor nature, shall not require the prior approval of the NHC. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines, which are attached to this Agreement and hereby incorporated by reference as Exhibit C.

6. Grantor's Reserved Rights Not Requiring Further Approval by the NHC: Subject to the provisions of paragraphs 2 and 4.2, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the NHC without further approval by the NHC:

a. the right to engage in all those acts and uses that:

- (i.) are guaranteed by the first amendment of the United States Constitution;
- (ii) are permitted by governmental statute or regulation;
- (iii) do not substantially impair the preservation values of the Building; and
- (iv) are not inconsistent with the Purpose of this Restriction;

b. pursuant to the provisions of Paragraph 4.1, the right to maintain and repair the exterior of the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the NHC in accordance with the provisions of Paragraph 5;

c. the right to make changes of any kind to the interior of the Building, provided such changes do not alter the Building's exterior in contravention of this Restriction.

7. Review of Grantor's Requests for Approval: Grantor shall submit to the NHC for the NHC's approval of those conditional rights set out at Paragraphs 2 and 5 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the NHC a timetable for the proposed activity sufficient to permit the NHC to monitor such activity. Within forty-five (45) days of the NHC's receipt of any plan or written request for approval hereunder, the NHC shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the NHC shall provide Grantor with written suggestions for modification or a written explanation for the NHC's disapproval. Any failure by the NHC to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the NHC of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted.

8. Standards for Review: In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the NHC shall apply the Secretary's Standards.

9. Casualty Damage or Destruction: In the event that the exterior of the St. Anna's Chapel shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the NHC in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Historic Resource and to protect public safety, shall be undertaken by Grantor without the NHC's prior written approval of the work. Within one hundred twenty (120) days of the date of damage or destruction, if required by the NHC, Grantor at its expense shall submit to the NHC a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the NHC, which report shall include the following:

- a. an assessment of the nature and extent of the damage;
- b. a determination of the feasibility of the restoration of the St. Anna's Chapel and/or reconstruction of damaged or destroyed portions of the St. Anna's Chapel; and
- c. a report of such restoration/reconstruction work necessary to return the St. Anna's Chapel to the condition existing at the date hereof or the condition subsequently approved by the NHC.

10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in Paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the NHC agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the NHC shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the NHC agree that restoration/reconstruction of the Historic Resource is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the NHC, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property. Grantor and Grantee may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the NHC are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbitrator shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A-1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the NHC, within ten (10) business days of the NHC's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Historic Resource, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing;

Grantor: St. Paul's Church

166 High Street

Newburyport, MA 01950

Grantee: City of Newburyport

c/o Newburyport Historical Commission

City Hall

60 Pleasant Street

Newburyport, MA 01950

Each party may change its address set forth herein by a notice to such effect to the other party.

14. Evidence of Compliance: Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof.

15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the exterior of the St. Anna's Chapel and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement, including a failure to expend such Funds for their intended purposes, may result in the Commission exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the St. Anna's Chapel, repayment of the Funds, and such other legal and equitable remedies as may be available to the Commission to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of NHC, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the NHC any duty to maintain or require that the St. Anna's Chapel be maintained in any particular state or condition, notwithstanding the NHC's acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the

discretion of the NHC. Any election by the NHC as to the manner and timing of the exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Commission does not assume any liability or obligation relating to the condition of the St. Anna's Chapel, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the St. Anna's Chapel received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

18. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.

19. Runs with the Land: Except as provided in Paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the NHC and all parties claiming by, through or under the NHC and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the NHC constitute the perpetual right of the NHC to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the St. Anna's Chapel subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any Grantorship interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

21. Alternate Designee: Grantee may, at its discretion, remove and replace the NHC as its designee to administer, manage, and enforce this Restriction, provided that any new designee is

qualified as such under the Act and other applicable law.

22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor the City of Newburyport, and the Newburyport Historical Commission, its being approved by the Massachusetts Historical Commission, and its being recorded with the Southern Essex County District Registry of Deeds.

23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued Grantorship or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the St. Anna's Chapel resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

24. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

25. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.

b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.

c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.

d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex County District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the NHC pursuant to the procedures for approval by the Massachusetts Historical Commission established by the Act and otherwise by law.

IN WITNESS WHEREOF, the Grantor sets its hand and seal this 17th day of July, 2009.

By: Martha L. Hubbard

Martha Hubbard/Rector of St. Paul's Church

Susan Blumenscheid

Susan Blumenscheid/Warden of St. Paul's Church

Patsy Brown

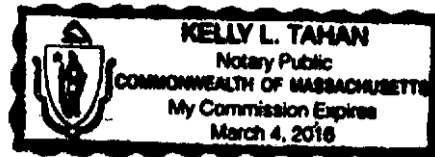
Patsy Brown/Warden of St. Paul's Church

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 17th day of July, 2009, before me, the undersigned notary public, personally appeared Martha Hubbard, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed her voluntarily for its stated purpose, as member of the Vestry of Saint Paul's Church.

Kelly L. Tahan
Notary Public



My Commission Expires: _____

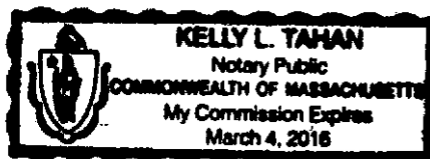
Print Notary Public's Name: Kelly L. Tahan

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 7th day of July, 2009, before me, the undersigned notary public, personally appeared Susan Blumenscheid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed her voluntarily for its stated purpose, as member of the Vestry of Saint Paul's Church.

Kelly L. Tahan
Notary Public



My Commission Expires: _____

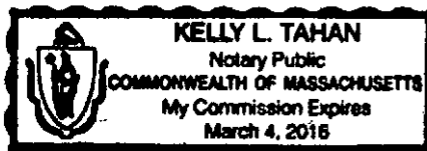
Print Notary Public's Name: Kelly L. Tahan

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 17th day of July, 2009, before me, the undersigned notary public, personally appeared Patsy Brown, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed her voluntarily for its stated purpose, as member of the Vestry of Saint Paul's Church.

Kelly L. Tahan
Notary Public



My Commission Expires: _____

Print Notary Public's Name: Kelly L. Tahan

GRANTEE:

GRANTEE:

City of Newburyport

By: Linda Smiley
Linda Smiley/Chairperson

Its duly authorized Historical Commission

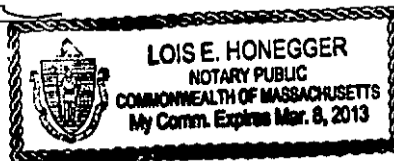
COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 27th day of August, 2009, before the undersigned notary public, personally appeared Linda Smiley, Chairperson of the Newburyport Historical Commission, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the City of Newburyport.

Lois E. Honegger

Notary Public:



My Commission Expires: _____

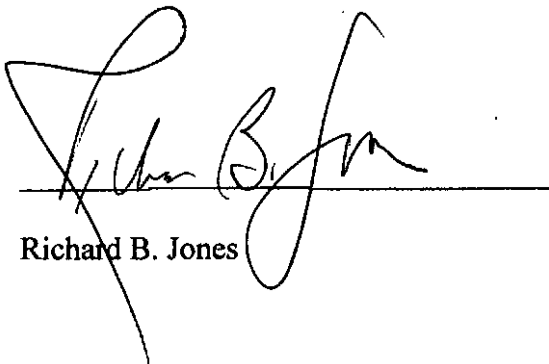
Print Notary Public's Name: LOIS E. HONEGGER

ACCEPTANCE AND APPROVAL BY THE CITY OF NEWBURYPORT

I, the undersigned City Clerk of the City of Newburyport, Massachusetts, hereby certify that at a meeting duly held on August 10, 2009, the City Council voted to approve the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

CITY OF NEWBURYPORT,

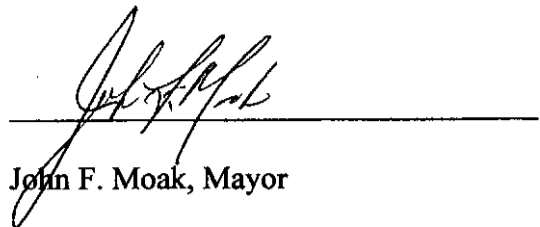
By its Clerk

A handwritten signature in black ink, appearing to read "Richard B. Jones", is written over a horizontal line.

Richard B. Jones

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the City of Newburyport

CITY OF NEWBURYPORT

A handwritten signature in black ink, appearing to read "John F. Moak", is written over a horizontal line.

John F. Moak, Mayor

COMMONWEALTH OF MASSACHUSETTS

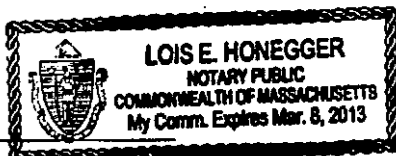
Essex, ss

On this 17th day of August, 2009, before the undersigned notary public, personally appeared John F. Moak, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he/she) signed it voluntarily for its stated purpose as Mayor of the City of Newburyport.

Lois E. Honegger

Notary Public:

My commission Expires: _____



Print Notary Public's Name: _____

LOIS E. HONEGGER

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned, Brona Simon, Executive Director and Clerk of the Massachusetts Historical Commission, hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By Brona Simon

Brona Simon

Executive Director and Clerk

Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 15th day of September, 2009, before the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (~~he~~/she) signed it voluntarily for its stated purpose as Executive Director and Clerk of the Massachusetts Historical Commission.

Nancy Maida

Notary Public:

My commission Expires: January 19, 2012

Print Notary Public's Name: Nancy Maida

Exhibit A:

Property Legal Description.

The Property consists of two deeded parcels recorded at the South Essex Registry of Deeds as follows:

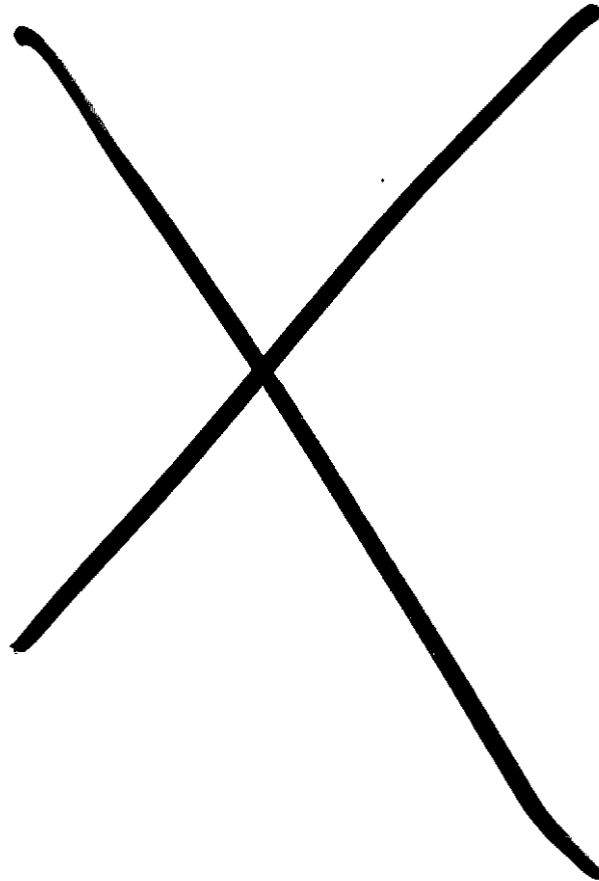
1. Book 89, page 92, recorded on December 28, 1742 as follows: "Piece or Parcel of Land situate lying & being in Queen Street or Ordway's Lane in Newbury aforesaid and Butted & Bounded as followeth Extending Easterly on the Front of said Street or Lane Six Rods & Eight feet beginning at a marked apple tree and from thence to ye Head or corner of said Street, Southerly on a Highway and extending from ye Head or corner Ten Rods & four feet, Westerly on said Moses Ordways's lane Six Rods Eight feet and Northerly on said Ordways land, Ten Rods & four feet to the above mentioned marked apple tree or however bounded or reputed to be bounded, as also the said Edifice or Building thereon standing now used for the Publick Worship of God call St. Paul's Church, and all other the Buildings Fences Wayes & Passages Waters Water Courses Profitts Priviledges Emoluments & appendances to the said granted Land & Premises belonging or in any wise appertaining."
2. Book 1867, page 49, recorded on April 2, 1907 as follows: "Piece or parcel of land situated in Newburyport aforesaid, bounded Northwesterly by Summer Street thirty-one feet, five inches, more or less; Northeasterly by land formerly of the heirs of John Pillsbury seventy-eight feet, more or less; Southeasterly by land of the grantee (formerly of Silloway) thirty-one feet, five inches, more or less; and Southwesterly by land of John J. Hoskins seventy-six feet, six inches, more or less. Being the premises conveyed to me by Abbie C. Murphy by deed dated March 4, 1907, recorded with Essex So. District Deeds.

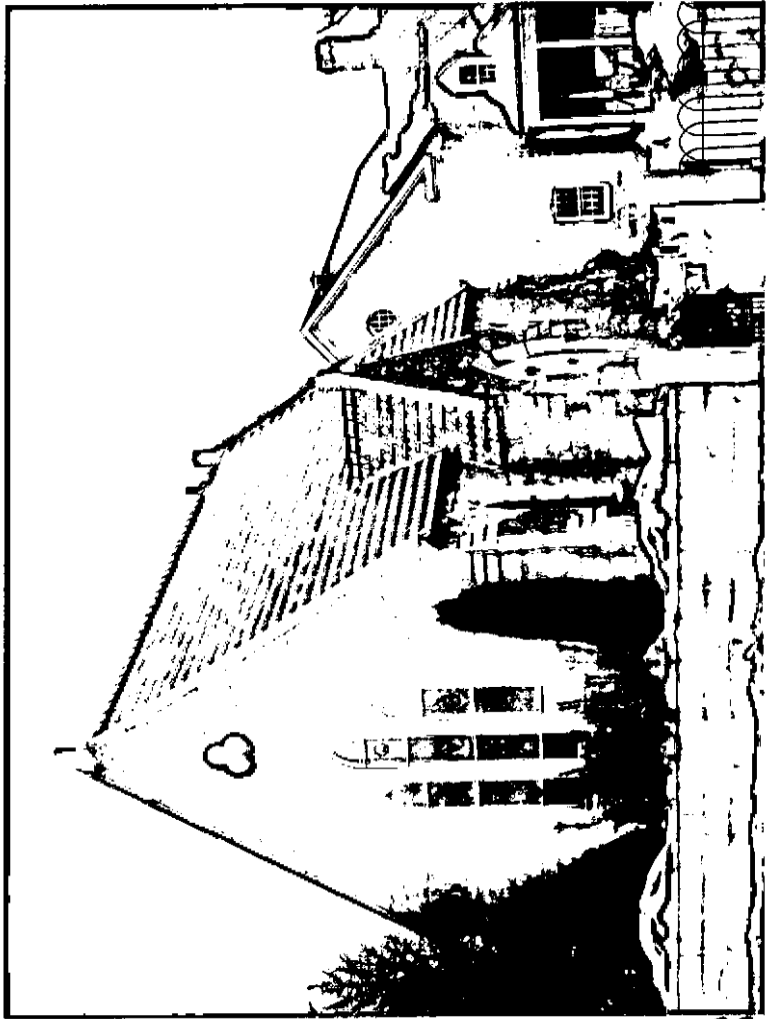
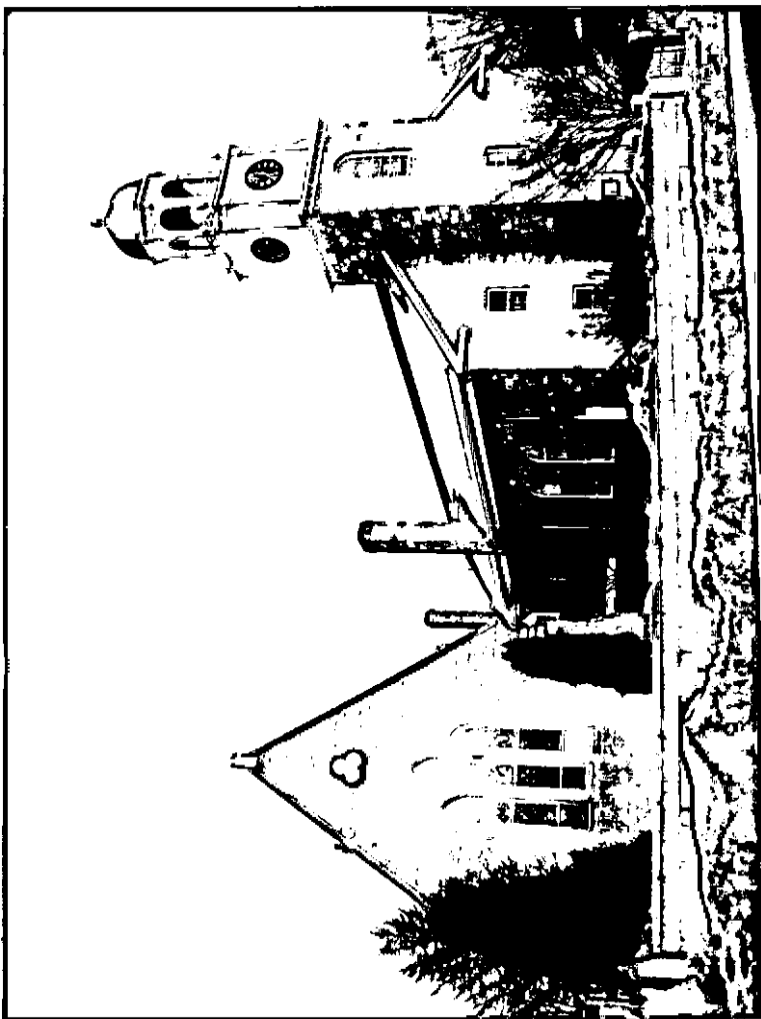
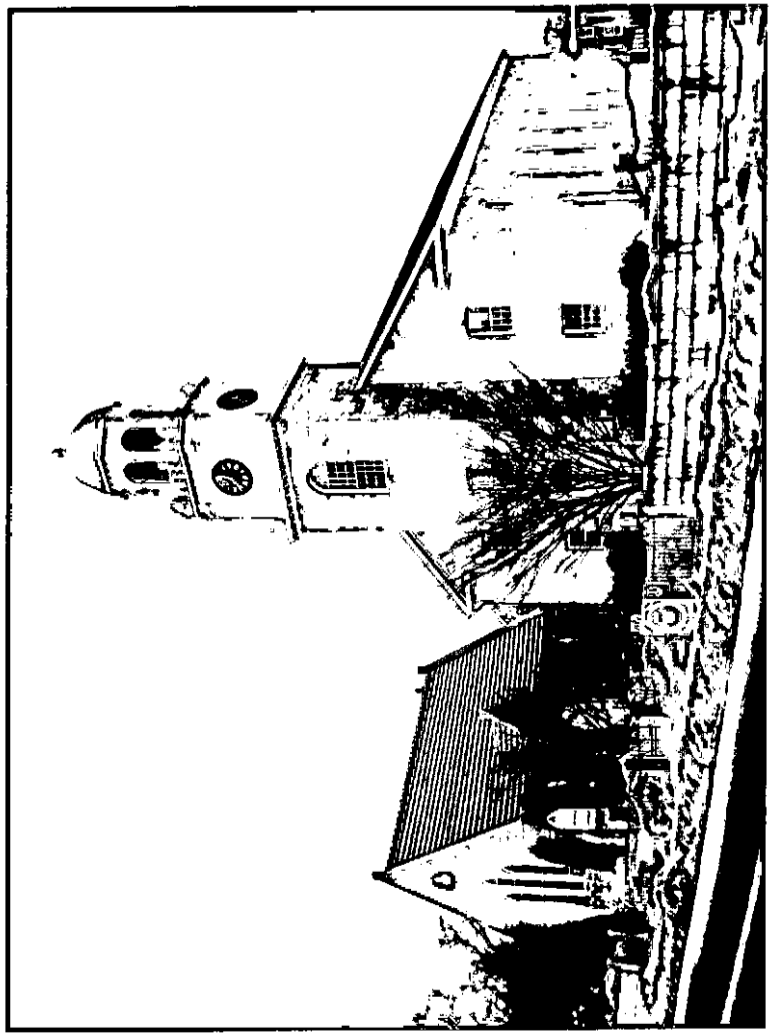
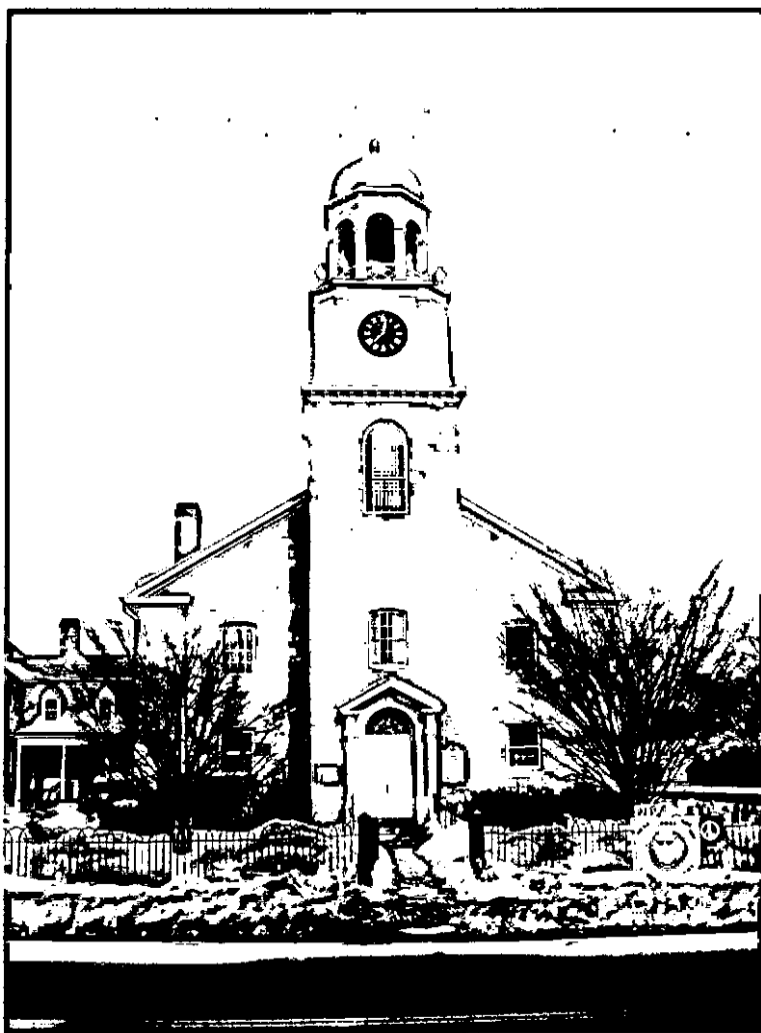
Also a certain other lot of land with the buildings thereon situate in Newburyport aforesaid, bounded as follows, viz: - Southeasterly by Market Street four rods, more or less; Northwesterly by heirs of John Pillsbury four and one-half rods, more or less; and Northeasterly by land of or formerly of the heirs of Peter Romily four rods, more or less, containing about seventeen rods, more or less. Being the same premises conveyed to me by the Newburyport Five Cents Savings Bank by deed dated March 4, 1907 and this day delivered to me, to be recorded with said Deeds."

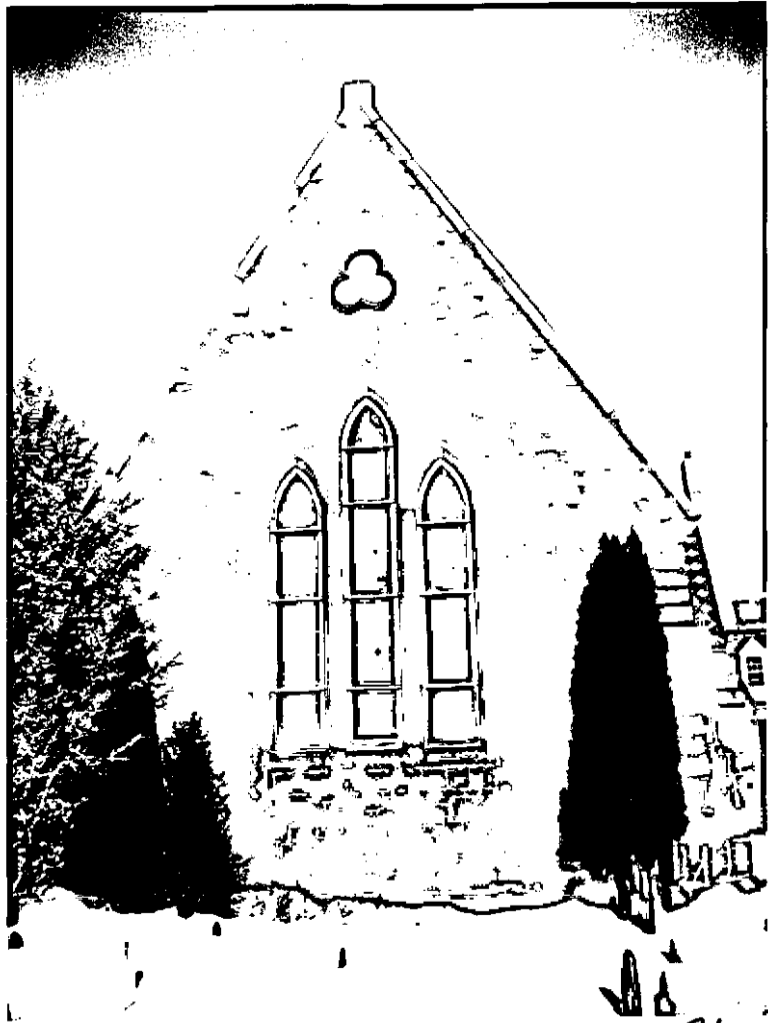
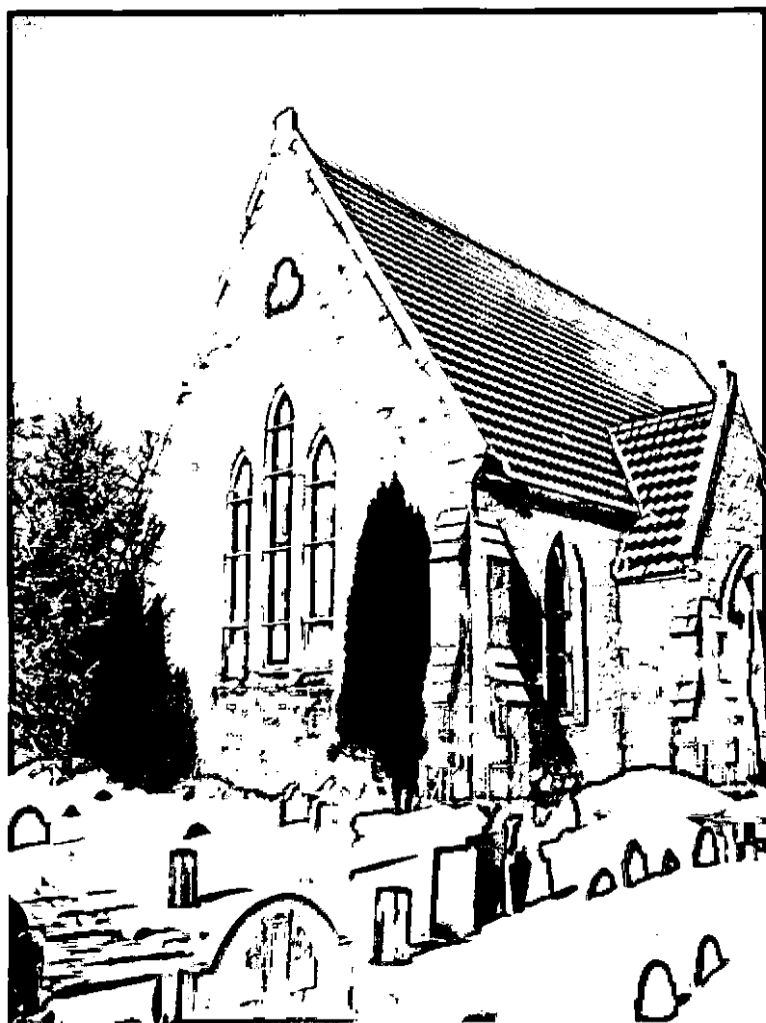
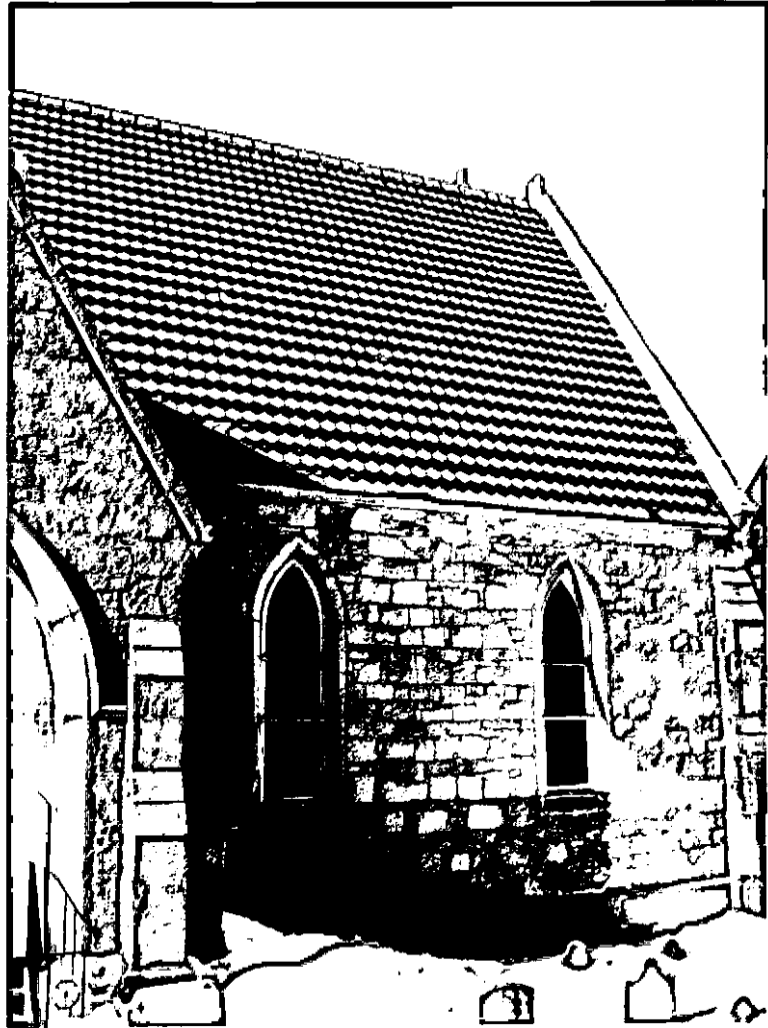
Exhibit B

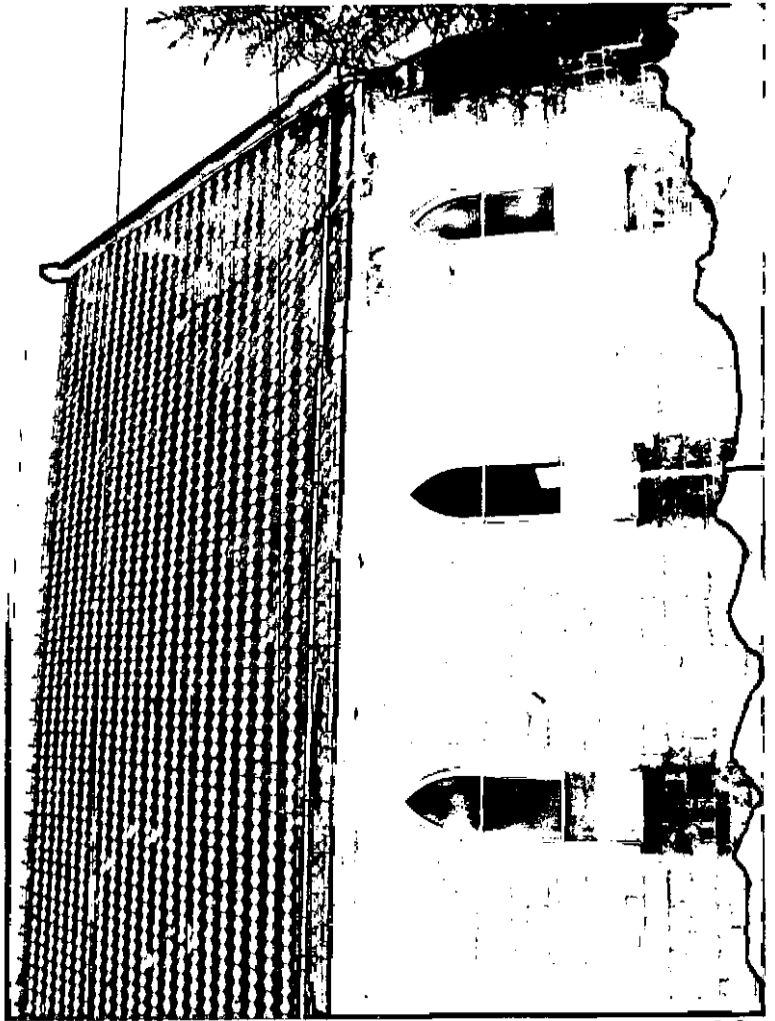
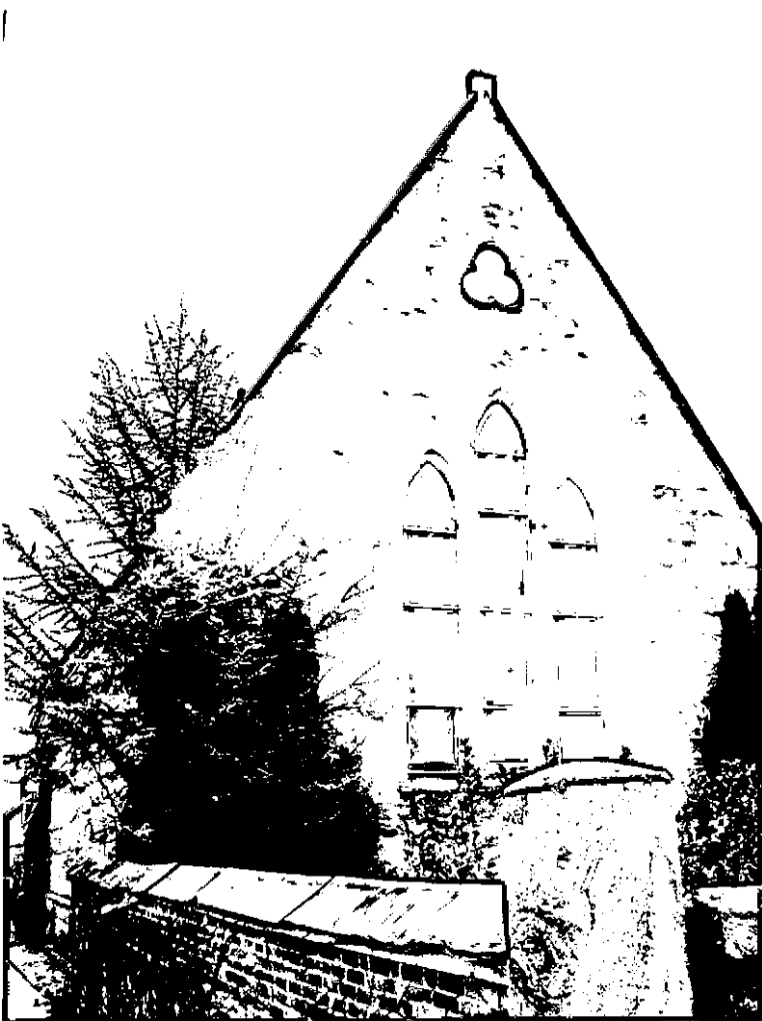
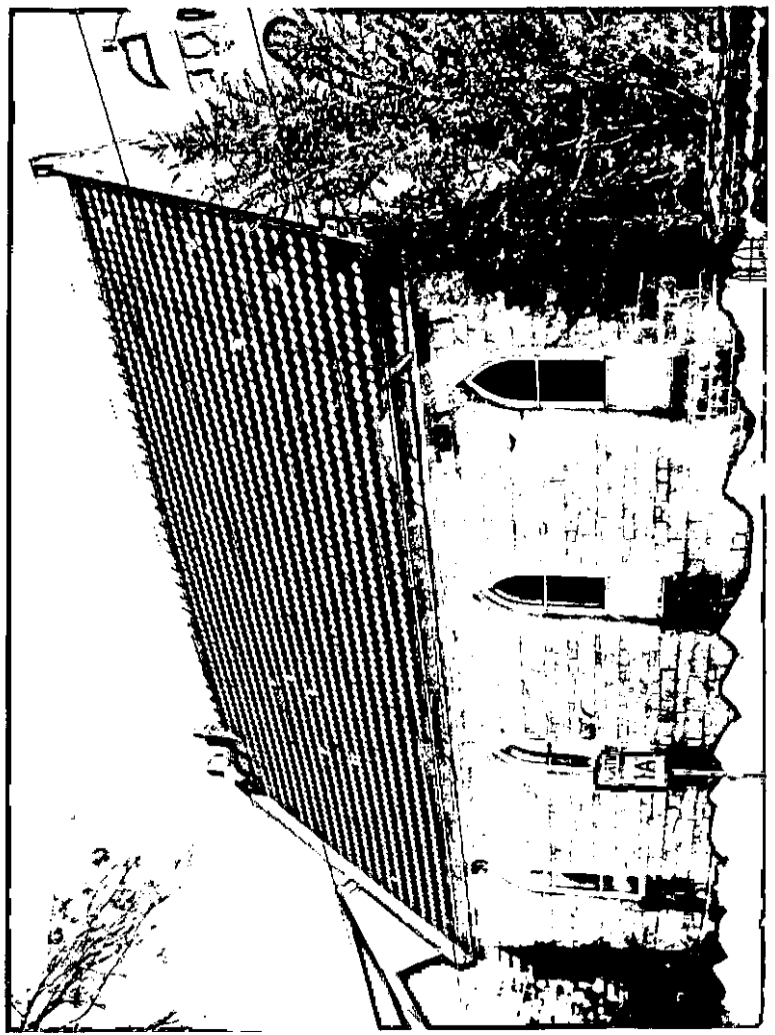
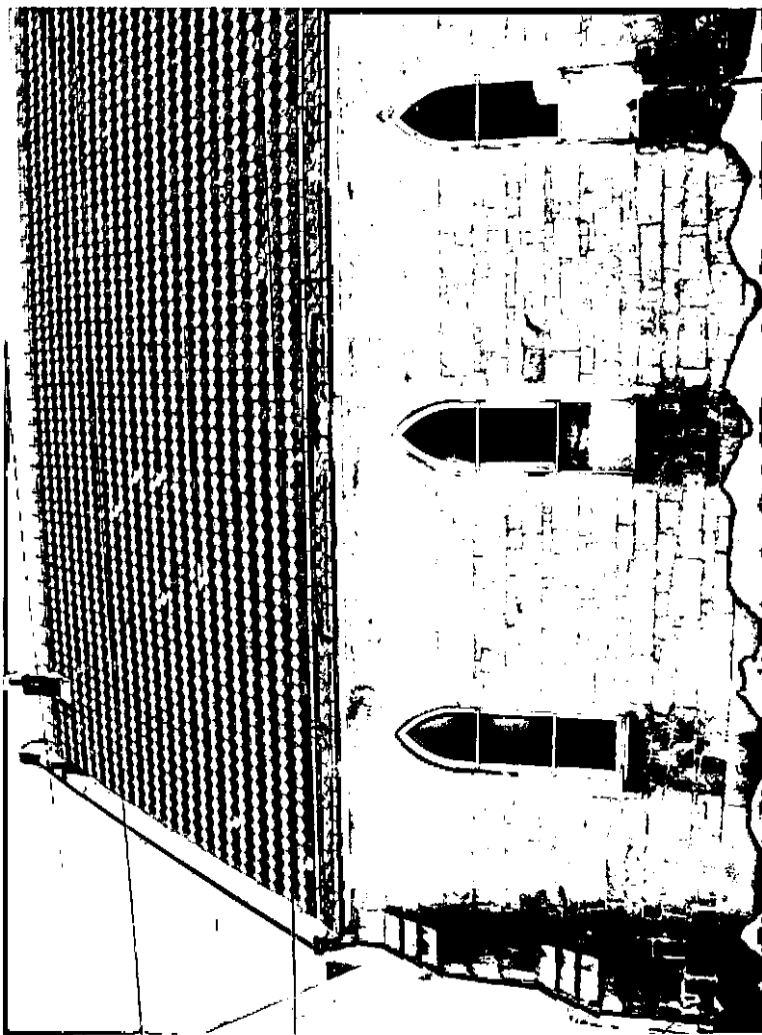
(Baseline Documentation):

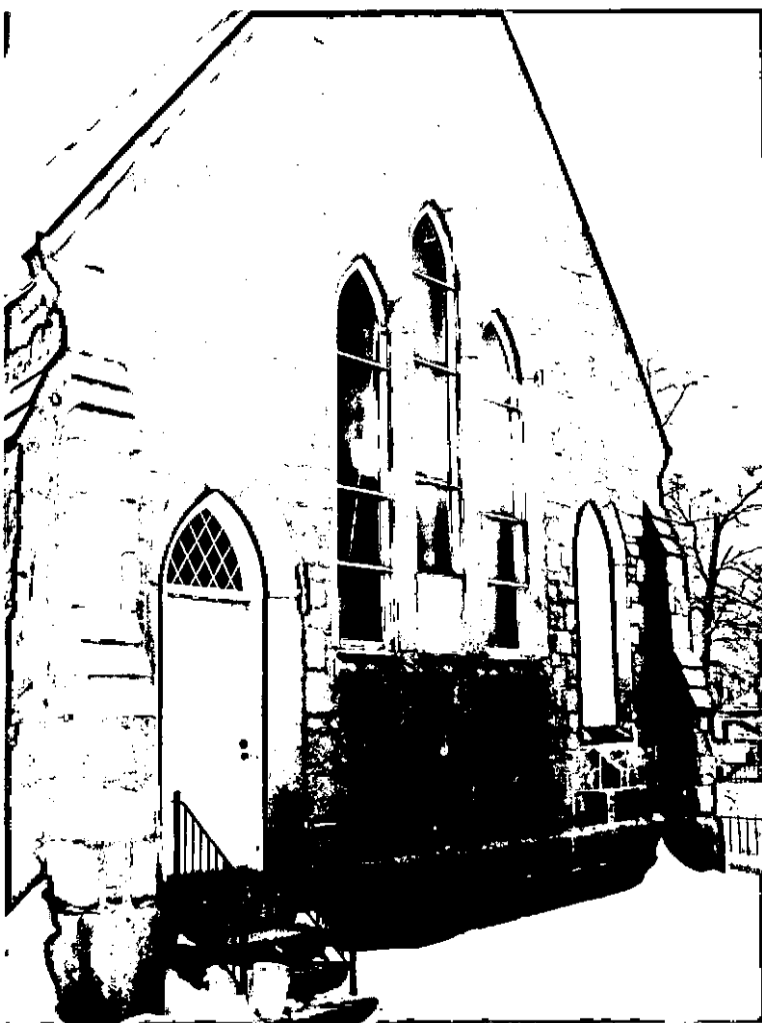
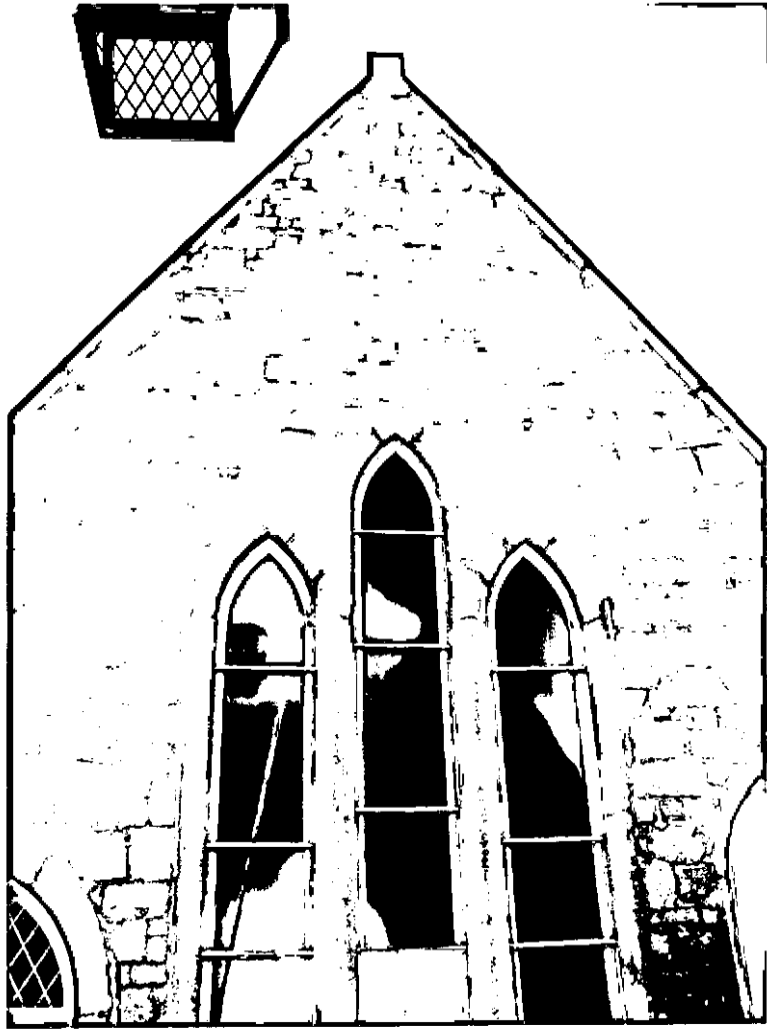
1. Exterior photographs of Building and Property;
2. Newburyport Assessor's map showing Property;
3. "A History of St. Anna's Chapel" January 2008 by Bronson de Stadler and "St. Anna's Chapel" (The Chapel Building, Windows, Organ and Interior) by Bronson de Stadler January 2008

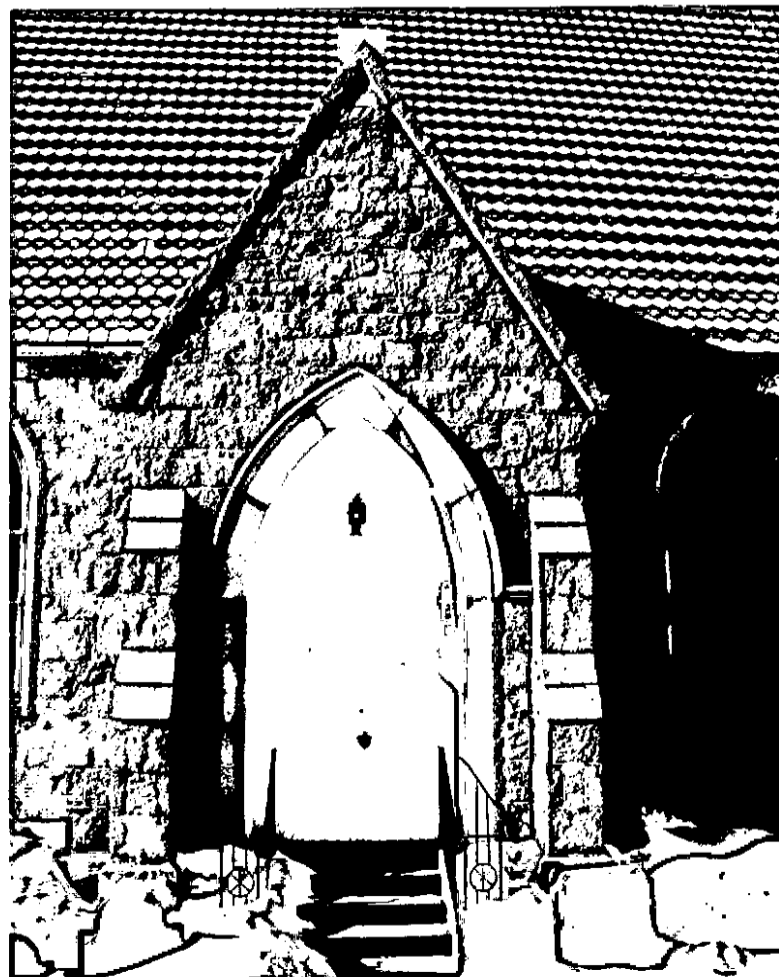
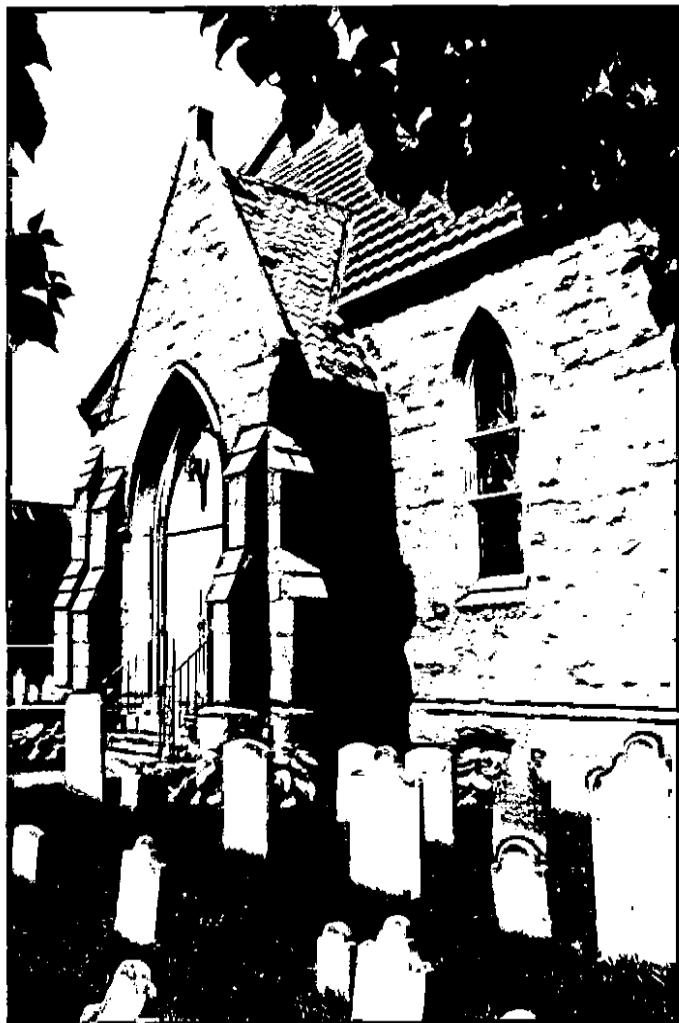


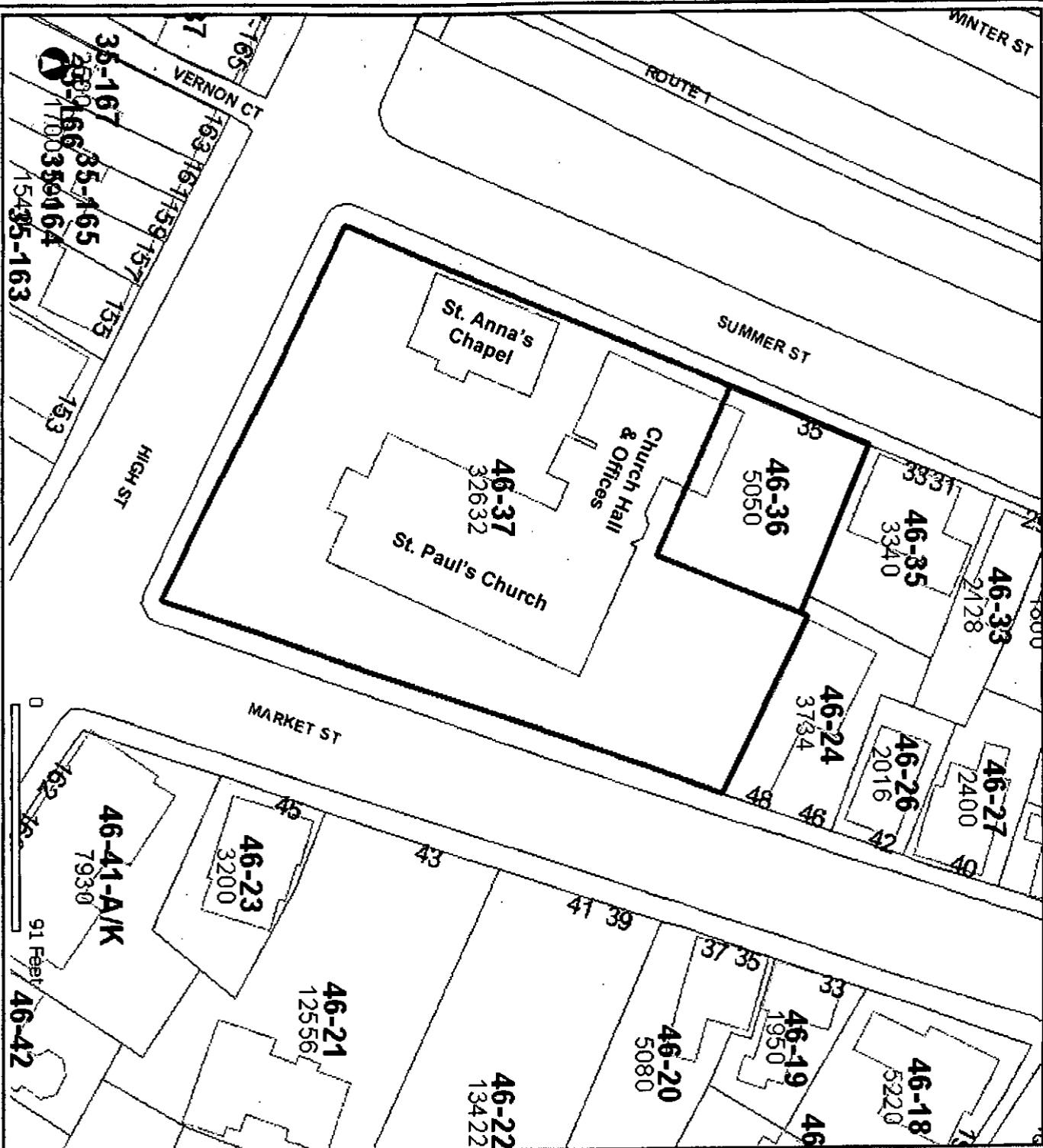






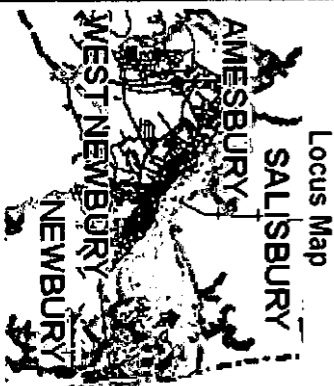






**City of
Newburyport
Massachusetts**
Geographic Information System

**St. Paul's Episcopal
Church**
166 High Street, Newburyport,
Mass. 01950



Disclaimer

The City of Newburyport makes no warranty or representation as to the accuracy, timeliness or completeness of any of the data. The City of Newburyport shall have no liability for the data or lack thereof, or any decision made or action taken or not taken in reliance upon any of the data.

**St. Paul's Church
166 High Street
Newburyport, Mass.**

A HISTORY OF ST. ANNA'S CHAPEL

William Horton was born in Newburyport on March 14, 1805, the only son of James and Nancy Horton. He was the fourth generation Horton to reside in Newbury. His great-great-grandfather Makepeace Horton was the first resident in the old town section of Newbury in the late 1600s. He entered Harvard College in 1820 at the age of 15, and graduated among the best students of his class in 1824. Dr. James Morss, the Rector of St. Paul's and the successor of Bishop Bass, and a member of the Standing Committee for the Diocese, examined him as a candidate for Holy Orders in 1826.

William Horton completed his theological studies at Andover Theological Seminary before serving in various roles as a clergyman in Windsor, Vermont; Saco, Maine; Dover, New Hampshire; Trinity Church in Boston and finally as Rector in Brookline, Mass. He became the Rector of St. Paul's Church on August 4, 1853.

Rev. Horton, his wife Mary and daughter Anna Marie resided at 31 Green Street in Newburyport. On August 31, 1857 Rev. Horton's only child Anna Marie succumbed to consumption at age 25 after a painful and enfeebling illness. She was buried in Oak Hill Cemetery. Her gravestone begins simply "Anna. Our beloved daughter and only child" beneath an incised carving of an angel figure guiding her soul upward from her death bed to heaven.

Although his own health was becoming increasingly compromised Rev. Horton went on to complete his Doctor of Divinity degree from Geneva College in New York in 1860 and a second degree from Lenoxville College in East Canada.

After the death of his father James Horton in March 1861 following a long illness, Rev. Horton was ill and exhausted. Afflicted by a "melancholy of an aggravated character" he entered the McLean Asylum for the Insane in Somerville, Mass. by his own choice for a period of time until a month and a half before his death. The Vestry granted his leave request, and Dr. Horton generously paid for substitute preachers until a Deacon, Robert Murray, was hired. In January 1863 John C. White came to St. Paul's as Assistant Rector. Dr. Horton remained St. Paul's Rector Emeritus.

After the start of the Civil War in November of 1861 he wrote a letter in his own hand to the Vestry of St. Paul's as follows:

Newburyport, November 27th, 1861

To the Wardens & Vestry of St. Paul's church, Newburyport:

Gentlemen,

I ask at your hands, the privilege of erecting a building, to be used as a Lecture Room & Sunday School House forever, for the benefit of St. Paul's parish, never to be alienated & to be called St. Anna's Chapel. And I

hereby obligate myself by God's help, to pay the sum of Two Thousand Dollars, for this purpose, with the understanding, that, the building shall be completed by the first day of November 1862. As there are many questions to be determined, respecting the location & size of the edifice, the material to be used, the style of architecture and etc.; it would give me pleasure to confer with a committee of your body & to make such arrangements, as may make us, to commence the enterprise, when the next spring may open.

I remain faithfully Yours for all that concerns the best interest of our parish.

William Horton

The Wardens and Vestrymen immediately called a meeting, accepted his offer with a “unanimous & hearty vote of thanks & a committee chosen as indicated with full powers”. David Wood, Senior Warden, later wrote that “before the spring opened Dr. Horton changed his mind in relation to the kind of building, both to selection of material & to cost, to be built, the stone chapel now standing in the church ground at a cost of more than eight thousand dollars & gave proprietors of St. Paul's Church inalienable for the use the Sunday School of said church and for a lecture room for the parish.”

In March 1862 the Vestry wrote to the Proprietor's Committee the following letter:

Whereas William Horton, D.D., Rector of St. Paul's Church, has communicate to the Wardens & Vestrymen of said church his desire to erect a commodious chapel of brick or stone for the use of the Sunday School & for other appropriate & religious services, said chapel to be the property of said church forever, as a gift from him.

Therefore, we the undersigned, proprietors, and parishioners of said church do accept said proposition of the Rector and authorize the Proprietors' Committee to locate the chapel on the lot belonging to the proprietors on Market, Summer and High Streets & remove “remains” to some other part of said lot not now occupied, or to some other cemetery in the city, or to cover the “remains” with his building when the friends prefer it to having them disturbed.

The signatures of Vestrymen and Parishioners (37)

Newburyport March 1862

The planning proceeded with Dr. Chase designing the chapel interior and Rufus Sargent as the architect. Rev. Benjamin Hale and Warden David Wood did the site plan. John Bayley & Sons were hired to do the construction. The final cost was \$8300, a princely sum at the time and especially so during the Civil War.

Rufus Sargent was a carpenter turned architect and engineer. Born in Amesbury he designed a number of houses and civic buildings in Newburyport, Peabody, North Andover, Salem and Methuen. He designed the Peabody Library's Eben Dale Sutton reading rooms and the Peabody Town Hall, both of which are Registered Historic Places. In Newburyport he designed various homes, the Kelly School and, his Victorian masterpiece, The Institution for Savings on State Street. Many of his designs remain uncredited and undocumented, but continuing research leads to new attributions that reveal the breath of Sargent's work

The stone chapel, designed in the High Gothic style, was constructed from rough Rockport granite during the years 1862 and 1863. The stained glass windows were made and installed by Henry Sharp Studios of New York City. St. James Church Fordham in the Bronx, New York was built the

following year in 1864. It has four Sharp windows and has been called "a museum of stained glass technique".

William Stevens of Boston built the organ of 14 stops and pedal bass. The St. Paul's Ladies Sewing Circle gave the carpeting of heavy matting. The pews, cornice work, altar and railings are of black walnut. The pew backs were designed to swivel from front to back to allow the pews to face the altar for services and the rear for evening lectures. The altar, given in 1878 was originally built for the 1800 church. After the fire of 1920 it was moved to the chapel. The bronze chandelier was gas operated and a gift of the St. Paul's Sewing Circle. The portrait on the Gospel side is of the Rev. William Horton and the Epistle side of his daughter Anna Marie.

St. Anna's Chapel was consecrated on Wednesday, April 22, 1863 and dedicated by the Rt. Rev. Manton Eastburn, Bishop of Massachusetts on May 23, 1863. Dr. Horton, though in poor health, gave a service assisted by the Assistant Rector Mr. White on May 31, 1863. In June of 1863 the battle of Gettysburg was fought which represented a turning point in the Civil War.

On October 29, 1863 Dr. William Horton died during the night from an apparent heart attack. He was 59 years old. Prior to his death he created a fund of \$8000 called the Horton Fund for the upkeep of St. Anna's Chapel so it would not become a burden on the parishioners of St. Paul's.

The Newburyport Herald reported on November 3, 1863 in a front page article about the death of William Horton the following Thursday as follow:

"Last year, as a memorial, to his deceased beloved and only child, he erected the beautiful Chapel in St. Paul's grounds which bears her name. But this monument will have crumbled to the dust before the record of his generous liberality to this his native city and many benevolent institutions shall have passed away. He was possessed of a large property, inherited from his father, which according to his own will, and the will of the father, is devised for charitable and religious uses. His numerous friends, while sympathizing deeply with his bereaved family in the calamity which has fallen them, are comforted by the thought that what is their loss is his unspeakable gain, for he has gone to meet his loved ones and to share in the felicities and engage in the employments of the redeemed in heaven."

Not long after his death the newspapers reported Lincoln's Address at Gettysburg.

*January 2008
Bronson de Stadler*

ST. ANNA'S CHAPEL

THE CHAPEL BUILDING

The four-bay chapel was designed with a simple rectangular plan and a projecting entry on the east flank. It has tall proportions and a steeply pitched, slate covered roof in the Gothic design tradition. The building material is rough-cut Rockport granite. Decorative two-foot-tall sandstone crockets originally crowned the top ends of the roof and entry gables but have since fallen. The roughly dressed exterior gives the chapel an appearance of permanence. Inside the chapel, the exposed dark wooden trusses that support the weight of the heavy slate roof are in keeping with the gothic character of the building. A trilogy of lancet windows light the north and south ends, and tall slender windows on the flanks of the chapel provide in panes of clear and colored glass according to the *grisaille* tradition an illuminated interior. The walls are painted white and are scribed to suggest interior block forms. Lettering from the Beatitudes, "Blessed are the poor in heart for they shall see God", follows the lines of the pointed Gothic arch that frames the altar. Black walnut pews with ingenious backs that swivel so seating can be directed from the altar to the back of the chapel for lectures were installed when the chapel was built.

A small space with wonderful acoustic properties, the Chapel is suitable for intimate worship services, musical performances, lectures and other community events. Since 1863, St. Anna's has nurtured the spirit of both the St. Paul's Church community and its visitors.

THE HENRY E. SHARP & SON WINDOWS

Henry E. Sharp & Son Studio of New York City designed and manufactured the ten windows installed in the Chapel in 1862. St. Anna's Chapel contains the only known complete collection of Henry Sharp windows in the US. Sharp, English born and considered among the best American glaziers in the mid-1800s, created a trilogy of lancet windows at each end of the chapel with three and four tall slender windows on the sides. These windows show medallion inserts of traditional Christian images and symbols in *grisaille* diamond quarries with intricate repeating leaf and heraldic designs. The patterns are emphasized and the intensity of light subdued by the density of the paint. The stained glass memorial windows on the side depict apostle figures under arches, all in brilliant colors of English Gold, blue and white harmonies. Images of the apostles are likely based on the Apostles series by Freidrich Overbeck, the founder of the German Nazarene movement. Such images were widely distributed during the period. Sharp's technique is very much in the tradition of his English counterparts, employing patterns that were used in the fifteenth century. Some of the *grisaille* cross hatch pattern windows in black, grey and clear glass pattern were intended to be attractive filler windows until replaced by more elaborate and costly stained glass memorial windows at a later date. Very few of these types of windows have survived, further enhancing the rarity of St. Anna's complete intact collection.

For the time period windows of this style and design are exceeding rare in this part of New England, especially in the Boston area. The Episcopal churches of New York were using European inspired stained glass windows but in this area it was considered unseemly. Some of Henry E. Sharp & Sons Studio's other work can be found in St. Matthew's Lutheran church, Charleston, South Carolina (1872); St. James Church Fordham, New York City (1865); The First Universalist Church,

Providence, Rhode Island (1872); Bowdoin College Chapel, Brunswick Maine (1855); St. Paul's Church, Wallingford, Connecticut (1896); St. James Church, New London, Connecticut (1850).

THE WILLIAM STEVENS ORGAN

William Stevens, an apprentice of renowned Boston organ builder William Goodrich, built the hand pump console style organ for the chapel in 1863. All parts of the 14 stop, pedal bass organ are original and intact, including the delicately inscribed ivory labels on the stops. The pipes and bellows are set inside the corner wall. This small organ was built according to traditional specifications of the early part of the 19th century. Acolytes took turns pumping the bellows by hand.

William Stevens and his brother George Stevens were both members of the prominent Boston School, a group of shops that worked together to produce premium organs known for their high quality of workmanship. Boston was the hub of organ building in America at that time. William Goodrich, the most successful organ builder in New England, began building organs in Boston in 1799. The Hook brothers, builders of over 2,000 pipe organs, and the Stevens both apprenticed with Goodrich. George Stevens took over Goodrich's shop in 1833 at his death and produced organs until his own death in 1892. Both brothers built small organs according to traditional, hand crafted methods. Examples of George Stevens's work survive in Shirley Center, Mass. and Lanesville on Cape Ann. William Stevens ceased building organs about 1872. No other surviving examples of his work are known.

THE LIGHTING FIXTURES

The lighting fixtures of the chapel are original and consist of a cast bronze, two tier chandelier in ornate Gothic Revival style with matching sconces at the altar. The fixtures were originally lit by gas. Although now electrified the top tier of the center chandelier retains the original gas fixtures and glass globes from on the top tier. The fixtures were a gift from the Ladies Sewing Circle in 1863. Our hope is to clean, repair and return the fixtures to their original gas lit appearance with period electric lighting.

*March 2008
Bronson de Sadler*

Exhibit C

Restriction Guidelines

The purpose of the Restriction Guidelines is to clarify paragraphs 5 (five) and 6 (six) of the terms of the preservation restriction which deals with alterations to the premises. Under these sections permission from the Newburyport Historical Commission (NHC) is required for any major alteration. Alterations of a minor nature which are part of ordinary maintenance and repair do not require NHC review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change which must be reviewed by the NHC, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations which may be contemplated by building owners.

PAINT

Minor - Exterior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping exterior decorative surfaces or distinctive exterior stylistic features including murals, stenciling, wallpaper, ornamental woodwork, stone, decorative or significant original plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary re-glazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of exterior units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change, however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot or extensive re-pointing of masonry. Structural stabilization

of the property is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or property; altering or removing significant landscape features such as trees, gardens, vistas, and large plantings where such changes would alter the view of the building.

WALLS/PARTITIONS

Minor - Making fully reversible changes (i.e. sealing off interior doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major - Creating new openings in exterior walls or permanently sealing off existing exterior openings; adding permanent partitions visible from the exterior ; demolishing existing walls; removing or altering stylistic features;

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. dropped ceilings, disfigured walls or floors visible from the exterior through windows) or may potentially effect the physical characteristics or long-term structural integrity of the building. For example, adding air conditioning or humidification to an historic building may result in detrimental condensation within exterior walls.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the NHC and their impact on the historic integrity of the premise assessed.

It is the responsibility of the property owner to notify the NHC in writing when any major alterations are contemplated. Major alterations will necessitate review of plans and specifications by NHC.