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PRESERVATION RESTRICTION AGREEMENT

2004071200001 Bk:23113 Pg:293
07/12/2004 08:03:00 OTHER Pg 1/18

THIS is a Preservation Restriction Agreement made on the 22nd day of December, 2003 by the **Forrester Street Professional Condominium**, residing at 37.5 Forrester Street, Newburyport, MA 01950 ("Grantor," the term being used collectively if there is more than one owner of the Property) to the **National Architectural Trust, Inc.** with offices at 1906 R Street, N.W., Washington, D.C. 20009 ("Grantee").

I

- A. The Grantee is a non-profit corporation chartered to promote a public aesthetic in land use planning, including the preservation of historically important properties, and is a "qualified organization" as defined in Section 170(h)(3) of the Internal Revenue Code.
- B. The Grantee is authorized to accept and administer gifts of real and personal property, including easements and restrictions for conservation and historic preservation purposes, in furtherance of its public purposes.
- C. The Grantor is the owner, in fee simple, of real property that has been improved, identified as 37.5 Forrester Street, Newburyport, Massachusetts 01950 and fully described in Attachment "A" (legal description used on deed FOR purchase OF property) attached hereto and incorporated herein by this reference, and in a Deed recorded with the Registry of Deeds in Book 6462, Page 460. ("Property")
- D. The Property consists of a ca. 1910, Beaux Arts/Colonial Revival style, brick with concrete trim, two-story, former school (the "Albert Currier School"), characterized by a U-shaped plan, and in the main and northwest facades by projecting concrete entry hoods supported by scrolled brackets Other character-defining features include segmental-arched, splayed window lintels with oversized concrete keystones, and a roof parapet with Beaux Arts cartouche on the main façade. See Attachment B for a full description.
- E. The Property is a contributing resource to the Newburyport Historic District listed on the National Register of Historic Places on August 2, 1984, and the grant of the restriction as set forth in this instrument will assist in preserving a certified historic structure and its character-defining features as depicted in photographs and descriptions in Attachment B which is hereby incorporated by reference.
- F. Grantor, on behalf of itself and any successors or assigns desires to grant in perpetuity to the Grantee, and the Grantee desires to accept a Preservation Restriction on the Property, exclusively for conservation and historic preservation purposes, as such term is defined in M. G. L., Chapter 184, Sections 31 and 32.
- G. **The term "Façade" as used herein consists of the historically significant structures on the parcel and the land itself, including all exterior surfaces, all walls, roofs, and chimneys and all out buildings and landscape features noted as character defining features in Attachment B. Written descriptions and photographs of the Façade and its character-defining features, and of other character-defining features of the Property are appended**

 hereto as Attachment B. It is the intent of the parties that the Façade remain essentially unchanged and, wherever visible from a public way, in full public view. In case of ambiguity, the photographs and descriptions constituting Attachment B shall control.

- H. PURPOSE. It is the purpose of this Preservation Restriction Agreement to assure that the architectural, historic, cultural and open space features of the property will be retained and maintained forever substantially in their current condition for conservation and preservation purposes in the public interest, and to prevent any use or change of the Property that will significantly impair or interfere with the Property's conservation and preservation values or that would be detrimental to the preservation of the Property.

II

The Grantor does hereby grant and convey to the Grantee, TO HAVE AND TO HOLD, an easement in gross, in perpetuity, in, on, and to the Property, Building and the Façade, being a Preservation Agreement on the Property, with the following rights:

- A. Without the express written consent of the Grantee, which consent may be withheld, conditioned or delayed in the sole and absolute discretion of the Grantee, the Grantor will not undertake nor suffer nor permit to be undertaken:
1. any alteration, construction or remodeling of existing improvements on the Property, or the placement thereon or on the Building of signs or markers, that would materially alter or change the condition, materials or appearance of the Façade as it existed on the effective date of this Restriction, and as documented in photographs and written descriptions included in the baseline documentation of Attachment B;
 2. the exterior extension of existing improvements on the Property or the erection of any new or additional improvements on the Property or in the open space above or surrounding the existing improvements except for, subject to the consent of the Grantee which consent will not be unreasonably withheld, the erection of new improvements, including an architecturally consistent Façade, to replace existing improvements which have been wholly or partially destroyed (e.g., by fire); or
 3. the painting or cleaning of the Façade in a manner incompatible with the protection and preservation of the Façade; provided, however, that the maintenance, reconstruction, repair and refinishing of presently existing elements of the Façade, damage to which has resulted from casualty loss, destruction or deterioration, is permitted so long as it is conducted in a manner which will maintain materials and appearance of the Façade as it exists at this date or as it existed at the time the improvements were first constructed; and provided, further, that dignified signs or markers may be placed on the Façade without consent of the Grantee so long as they (i) indicate no more than the street address and occupants of the premises; or (ii) are necessary to direct pedestrians or vehicular traffic; or (iii) commemorate the history of the Property or the grant of this Agreement.

4. Grantor and Grantee agree to abide by the Change Approval Procedure attached hereto and incorporated herein as Attachment C and such Change Approval Procedure will not be amended without the express written consent of the Massachusetts Historical Commission. The structural condition and appearance existing on the effective date of this Restriction are established in the baseline documentation as described in Attachment B.

- B. Grantor agrees to maintain in good order the roof, the Façade, the foundations and the overall structural integrity of the Building in the condition and appearance existing on the effective date of this Restriction as documented in photographs and written descriptions included in the baseline documentation of Attachment B. In the case of buildings where the government requires periodic engineering reports on the soundness of some or all elements of the building, the Grantor promises to promptly provide copies of such reports to the Grantee.
- C. Grantor agrees that any repair, replacement, alteration, rehabilitation, or new construction work on the Façade, whether or not Grantee has given consent to undertake the same, will comply with the requirements of all applicable federal, state and local governmental laws and regulations. Without limiting the foregoing, Grantor in undertaking maintenance, replacement, repair and reconstruction shall apply the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36 C.F.R. 67 and 68), as these may be amended from time to time.
- D. Conditional Rights Requiring Approval of the Massachusetts Historical Commission. The conduct of archaeological activities on the Property, including without limitation survey, excavation and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the State Archaeologist of the Massachusetts Historical Commission (M.G.L. Chap. 9, Section 27C, 950 CMR 70.00).
- E. Insurance. Owner, at its expense, shall carry and maintain at all times property damage insurance on the Property with replacement cost coverage against loss from all perils commonly covered under the broadest standard homeowner's policy form in use from time to time, including without limitation fire, lightning, wind storm, hail, explosion, damage by vehicles, smoke, vandalism, malicious mischief, weight of ice, snow, or sleet, freezing of plumbing, HVAC or sprinkler systems, and sudden and accidental damage from artificial electrical current explosion.

III

The Grantee, in order to ensure the effective enforcement of this Agreement shall have, and the Grantor hereby grants it, the following rights:

1. at reasonable times and upon reasonable notice, the right to enter upon and inspect the Façade, and any improvement thereon, but not including the inside of the Building;

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2. in the event of a violation of this easement and upon twenty (20) business days notice to the Grantor and upon an additional thirty (30) business days time to propose a cure agreement to the Trust (subject to *force majeure*):
- (a) the right to institute legal proceedings to enjoin such violation by temporary, and/or permanent injunction, to require the restoration of the Property or the improvements thereon, including the Façade, and open space, to its prior condition, to be reimbursed by Grantor for all reasonable costs and attorneys fees, and to avail itself of all other legal and equitable remedies;
 - (b) the right (i) to enter upon the Property and improvements thereon in order to correct such violation and (ii) to hold Grantor responsible for the cost thereof; and
 - (c) the right to place a lien against the Property to secure the payment of any of Grantor's obligations arising under this instrument.

IV

- A. This Agreement is binding not only upon Grantor but also upon its successors, heirs and assigns and all other successors in interest to the Grantor, and shall continue as a servitude running in perpetuity with the land. This Agreement shall survive any termination of Grantor's or the Grantee's existence. The rights of the Grantee under this instrument shall run for the benefit of and may be exercised by its successors and assigns, or by its designees duly authorized in a deed of easement. The right of enforcement shall be as provided for in M.G.L Ch. 184, Sec 32, as enacted by the Acts of 1969, Ch. 666, Sec 5, as it may be amended from time to time.
- B. Grantee covenants and agrees that it will not transfer, assign or otherwise convey its rights under this Agreement except to another "qualified organization" described in Section 170(h)(3) of the Internal Revenue Code of 1986 and controlling Treasury regulations, and Grantee further agrees that it will not transfer this Agreement unless the transferee is an organization whose purposes, inter alia, are to promote preservation or conservation of historical, cultural or architectural resources and unless the transferee agrees to continue to carry out the conservation purposes for which this Agreement was created, provided, however, that nothing herein contained shall be construed to limit the Grantee's right to give its consent (e.g., to changes in the Façade) or to abandon some or all of its rights hereunder.
- C. In the event this Agreement is ever extinguished, whether through condemnation, judicial decree or otherwise, Grantor agrees on behalf of itself, its heirs, successors and assigns, that Grantee, or its successors and assigns, will be entitled to receive upon the subsequent sale, exchange or involuntary conversion of the Property, a portion of the proceeds from such sale, exchange or conversion equal to the same proportion that the value of the initial easement donation bore to the entire value of the property at the time of donation as estimated by a licensed appraiser, unless controlling state law provides that the Grantor is entitled to the full proceeds in such situations, without regard to the Agreement. Grantee agrees to use any proceeds so

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realized in a manner consistent with the preservation purposes of the original contribution.

- D. Recording: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission and if the property is mortgaged, to have the Lender complete the Subordination Agreement attached hereto as Attachment D.

IN WITNESS WHEREOF, the Grantor has executed this Preservation Restriction Agreement on the date first written above.



President - Condo Board Zachary M. Longley Grantor

Grantor

Accepted:
The National Architectural Trust

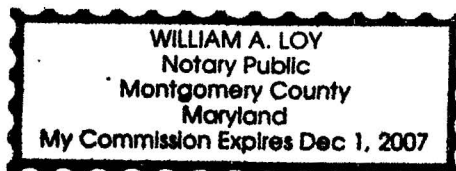
By: 
Date: 12/31/03

(CORPORATE SEAL)

2004071200001 Bk:23113 Pg:297
07/12/2004 08:03:00 OTHER Pg 5/18

State of Maryland
Montgomery County, ss.

On this 27th day of April 2004, before me, the undersigned notary public, personally appeared James M. Kearns, proved to me through satisfactory evidence of identification, which was 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 signed it voluntarily for its stated purposes.





Notary Public
My commission expires: December 1, 2007

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NOTARY FORM FOR DONOR(S)

2004071200001 Bk:23113 Pg:298
07/12/2004 08:03:00 OTHER Pg 6/18

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Essex) SS
)

on this 22 day of December, 2003, personally appeared
Zachary M. Longley, who acknowledged the foregoing instrument to be
his/her free act and deed, before me,

Roxanne Marie Clevesy
Notary Public

My Commission Expires: ROXANNE MARIE CLEVESY
NOTARY PUBLIC
My Commission Expires Dec. 27, 2008

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF _____) SS
)

on this _____ day of _____, 200__, personally appeared
_____, who acknowledged the foregoing instrument to be
his/her free act and deed, before me,

Notary Public

My Commission Expires: _____

Approval by City/Town

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

21st day of April, 2004

Newburyport

City/Town

Mary Anne Clancy

Name of City Official

Mayor

Title

COMMONWEALTH OF MASSACHUSETTS

Essex, ss. April 21, 2004

Then personally appeared the above named Mary Anne Clancy
And acknowledged the foregoing instrument to be the free act and deed of
Mary Anne Clancy, before me,

Notary Public

My Commission Expires

Patricia E. Barker
NOTARY PUBLIC
My commission expires Oct. 1, 2004

Approval By The Massachusetts Historical Commission

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By 
Cara H. Metz
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. April 30, 2004

Then personally appeared the above named Cara H. Metz and acknowledged the foregoing instrument to be the free act and deed of the Massachusetts Historical Commission, before

Notary Public



My Commission Expires 1/13/06

Attachment A
(Legal Description)

The land with the buildings thereon and all appurtenances thereto, situated in Newburyport, Essex County, Massachusetts, on Maple Street and Forrester Street and Willow Avenue and being shown on a plan entitled, "Plan of Land in Newburyport, Massachusetts, Owner City of Newburyport, Mass." dated April 11, 1977 and prepared by Port Engineering Associates, Inc., said Plan being duly recorded with Essex South District Registry of Deeds, Plan Book 147, Plan 81.

Said parcel is bounded and described as follows:

NORTHEASTERLY: by Maple Street, as shown on said plan, 211.43 feet;
SOUTHEASTERLY: by Willow Avenue, as shown on said plan, 126.50 feet;
SOUTHWESTERLY: by land now or formerly of N.E. Hurlin and E.T. Reed as shown on said plan, 95 feet;
SOUTHEASTERLY: by land now or formerly of said Hurlin and Reed, as shown on said plan, 7 feet;
SOUTHWESTERLY: by land now or formerly of J. Fournier and E. L. Fournier, as shown on said plan, 115.83 feet; and
NORTHWESTERLY: by Forrester Street, as shown on said plan, 132.83 feet.

Containing 27,157 square feet, more or less, according to said plan.

Being the same premises conveyed to the Declarant by the City of Newburyport by deed dated April 10, 1978 recorded with Essex South District Registry of Deeds, Book 6462, Page 460.

Attachment B
(Character-Defining Features of Façade and Pictures)

See attached.

FORM B - BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

USGS Quad

Area(s) Form Number

Newburyport

2004071200001 Bk:23113 Pg:303

07/12/2004 08:03:00 OTHER Pg 11/18

Town Newburyport

Place Newburyport Historic District

Address 37 1/2 Forrester Street

Historic Name Albert Currier School

Uses: Present Offices

Original School

Date of Construction c. 1910

Source Plaque on building, assessor's records

Style/Form Beaux Arts/Colonial Revival

Architect/Builder Edward J. Wilson

Exterior Material:

Foundation Concrete

Wall/Trim Brick, concrete trim

Roof Tar

Outbuildings/Secondary Structures

Major Alterations (with dates)

Front door replaced by wall and window, front stairs demolished, windows east, south and west bricked up, new doors and surrounds southeast and northwest elevations; access ramp on southeast elevation.

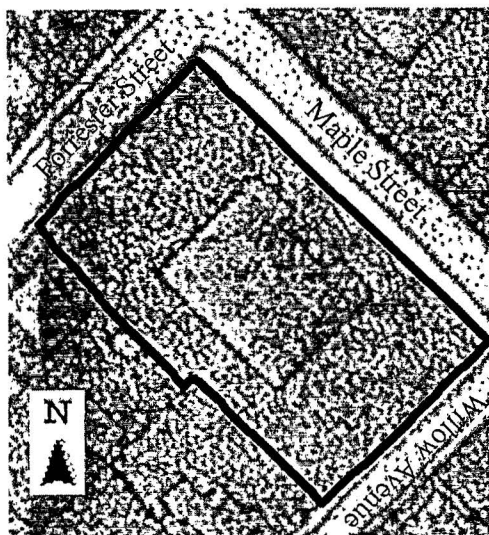
Condition good

Moved No

Acreage Less than 1 acre.

Setting On corner lot in residential neighborhood, set back from street behind surrounding paved parking lot.

Sketch Map



Recorded by Pauline Chase Harrell
Organization Boston Affiliates Inc.
for the National Architectural Trust
Date March, 2004

BUILDING FORM

2004071200001 Bk:23113 Pg:304
07/12/2004 08:03:00 OTHER Pg 12/18

ARCHITECTURAL DESCRIPTION ☒ see continuation sheet

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

This former school has been altered for office use but retains much of its character-defining design. Sited on a corner lot, its northeast-facing façade is set back from Maple Street behind a small lawn. Foundation plantings line the façade and the front of both side elevations. The rear of the side elevations and rear elevation are paved, and now used for driveways and parking.

The brick building with concrete trim, is Beaux Arts/Colonial Revival in style and typical of school design around the turn of the twentieth century. It rises from high concrete foundations with windowed basement two stories high to a stepped parapet with copper coping that shields a flat roof. The symmetrical building is U-shaped in form with wings extending towards Maple Street and the original main entrance centered on the five-bay block that is set back to connect the wings. This entry, which was sheltered under a heavy concrete cornice supported on scrolled brackets, has been closed with a brick wall and picture window. Above the entry is an inset concrete tablet with the inscription ALBERT CURRIER SCHOOL. Centered above this on the flat parapet and resting on a continuous concrete cornice is a concrete Beaux Arts style cartouche bearing the numbers 1910, the date of construction. Larger concrete diamond insets centered above the cornice and smaller insets below it on the stepped parapets of the wings provide decorative accents.

HISTORICAL NARRATIVE ☒ see continuation sheet

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

The building that now has an address of 371/2 Forrester Street, formerly listed on Maple Street, was built in 1910 as the Albert Currier School. According to the Department of Building Safety Inspection Plan Record files at the Massachusetts Archives, the architect of this building was Edward J. Wilson. Wilson was also the architect of the Chelsea Masonic Temple (1910), the Marcia P. Brown Jr. High School in Malden (1905), Mansfield High School (1911), Bartlett High School in Webster (1905), and Weymouth Fire Station #2 (1930).

Albert Currier, who lived on Kent Street in the 1840s, was a partner in the Globe Steam Mills, which built a factory between Federal, Independence and Water Streets in 1846. He also had shipping interests; in 1882, like numerous Newburyporters, he was awarded a settlement by the Court of Commissions of Alabama Claims, having been part owner of the *Crown Point*, which was captured and burned off the coast of Florida by the Confederates in 1863 while sailing from New York to San Francisco with assorted cargo.

BIBLIOGRAPHY and/or REFERENCES ☐ see continuation sheet

Currier, J.J., *History of Newburyport, 1764-1905*, vols. I and II. (Newburyport: [?], reprint 1977).

Department of Building Safety Inspection Plan Records, Massachusetts Archives.

Massachusetts Department of Public Safety, Inspection Plan Record Files, Massachusetts State Archives.

United States Department of the Interior, National Park Service. National Register of Historic Places Inventory: Newburyport Historic District. 1980.

☐ Recommended for listing in the National Register of Historic Places. *If checked, you must attach a completed National Register Criteria Statement form.*

37 1/2 Forrester Street is in the Newburyport National Register District.

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Community Property Address

NEWBURYPORT 37 1/2 FORRESTER STREET

Area(s) Form Number

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ARCHITECTURAL DESCRIPTION, continued

The wings are each three evenly spaced bays wide (the central window on each floor is currently blocked). But the building is an unsymmetrical six windows (in five bays) deep. These windows are grouped towards the front of the building while a large wall area at the rear housing stairwells is windowless. The stairwell area, like the rest of the building laid up in a variant of American Common Bond, is ornamented with a square composed of soldier and rowlock courses ornamented by square concrete insets at the corners. Windows throughout the first floor have segmental-arched splayed lintels ornamented with oversized concrete keystones. The concrete sills that curve upwards at the ends are an unusual touch. Windows of the second floor touch a frieze composed of a soldier course. Sash of the oversized windows throughout is 2/2. Other details include a deep concrete water table topped by a brick soldier course.

The rear elevation is lit by ten windows (four are currently bricked up) and one window set between the floors on both sides of this group that light the stairwells. This elevation has tall basement windows. On the northwest and southeast side elevation entries in the fifth of five bays have been altered with large glass doors and surrounds but the original concrete door hood on scrolls remain. The date of the concrete stairs is unknown. Awnings on metal poles at each of these entries do not substantially affect the integrity of the design. On the southeast elevation a concrete ramp and stair navigate the greater drop to the ground on this side.

HISTORICAL NARRATIVE, continued

Currier was active in local affairs. He was elected Selectmen in Newburyport in 1850, and when Newburyport became a City in 1851, he served on the committee to select and acquire a site for the new City Hall. In that year, also, he served as a State Representative, and in 1852 became a State Senator, a post he repeated in 1884. In between those terms, he served several terms as an Alderman, and was twice elected Mayor, in 1859 and 1860. In 1893, he was an incorporator of the Newburyport Homeopathic Hospital, which opened in 1906 across High Street from the head of Woodland Street.

The Currier School was built as a grammar school to serve the growing population in the Belleville section of Newburyport, which stretched from Oakland Street to the Artichoke River. Annexed to Newburyport, after several decades of attempting to secede from the agricultural town of Newbury to join the port, at the time the town became a city in 1851, Belleville had long been the primary center of shipbuilding for the port and remained so through the 1880s. The area inland from the shipyards at the foot of Merrimack Court, Oakland, Woodland, Ashland and Jefferson Streets was more rural than the densely settled port section, and after annexation provided lots for many new homes. As shipbuilding declined later in the century, the old yards became the sites for new industrial uses, including trolley car barns, a generating plant, and the large Towle silver factory at the foot of Broad Street, and these attracted workers.

Belleville soon outgrew the old one-room schools on "the Plains" along Story Avenue and in Moultonville, and the newer and larger Curtis School on Ashland Street (all three now demolished). These became solely primary schools, feeding into the new Currier School, built as a grammar school. This system, with the Plains and Moultonville schools phased out by the 1930s, served until another wave of modernization in the 1960s and '70s accommodated the post-World War II subdivision development with newer schools. Following construction of the Nock Middle School, the Currier School was closed in 1975. It has since been converted to medical offices, with the paved play areas converted to parking.

INVENTORY FORM CONTINUATION SHEET

Community

Property Address

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

NEWBURYPORT 37 1/2 FORRESTER STREET

Area(s) Form Number

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PHOTOS



INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Community

Property Address

NEWBURYPORT 37 1/2 FORRESTER STREET

Area(s) Form Number

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PHOTOS

Right side and rear. NAT file: 37.5 Forrester Street - rear.jpg



2004071200001 Bk:23113 Pg:307
07/12/2004 08:03:00 OTHER Pg 15/18

Right side (new entrance). NAT file: 37.5 Forrester Street - right side.jpg





Attachment C

**National Architectural Trust
Preservation Restriction Agreement
Change Approval Information Sheet**

1. Examples of activities that **do not** require approval from the Trust are as follows:
 - Hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.
 - Regular maintenance of windows and doors including caulking, painting and necessary re-glazing as well as repair or in-kind replacement of existing individual decayed window parts.
 - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.
 - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting and repair.
2. Approval must be sought from the Trust in advance of any work being initiated that alters or changes the materials or appearance of the Façade, as per Section II.
 - A. Examples are as follows:
 - Painting or fully stripping decorative surfaces or distinctive stylistic features.
 - Wholesale replacement of windows or doors; change in fenestration or materials; and alteration of profile or setback of windows.
 - Large-scale repair or replacement of cladding or roofing. Changes involving 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; and spot repainting of masonry. Structural stabilization of the property that causes a change in appearance is also considered a major alteration.
 - Moving or subdividing buildings or property; altering of property; altering or removing significant outbuildings, structures or landscape features such as gardens, vistas, walks, walls, fences, plantings; and ground disturbance affecting archaeological resources.

3. In many cases, you must receive approval from local historic preservation authorities prior to making exterior alterations to your property. Please send to the Trust the exact same material that you send to these local authorities and, in order to avoid any delay, please provide this information to us well before you plan to initiate the alterations.
4. The Trust will look sympathetically at changes that are in keeping with the original architectural style of the property.
5. The Trust's mailing address, unless otherwise notified, is:
National Architectural Trust
1906 R Street, NW, Suite 100
Washington, DC 20009
6. The Trust's review committee will review your request promptly. Unless the proposed alterations are quite complex, we will let you know within two weeks whether you may proceed as planned or your plans require revision
7. The Trust documents alterations to the exterior of your property by periodically taking exterior photographs and comparing them with its base photographs (the original pictures taken at the time you applied to donate the easement and those included in the original easement appraisal and included in the MHC Form B). If the Trust identifies changes in the appearance of the property that have not been approved by the Trust, the Trust will contact you to initiate the process to redress any inappropriate changes.