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## PRESERVATION RESTRICTION AGREEMENT

THE COMMUNITY HOUSE, INC. and

TOWN OF WENHAM

THIS PRESERVATION RESTRICTION AGREEMENT is made this 1<sup>st</sup> day of October, 2021, by and between the **Town of Wenham** ("Grantee"), a municipal corporation duly organized under the laws of Massachusetts and acting by and through the Historical Commission (a/k/a Historic District Commission), having its usual place of business at Wenham Town Hall, 138 Main Street, Wenham, MA 01984, and **The Community House, Inc.** ("Grantor"), a Massachusetts non-profit corporation, having an address of 284 Bay Road, Hamilton, MA 01982.

### WITNESSETH:

WHEREAS, Grantor is the owner of real property located at 284 Bay Road, Hamilton, Massachusetts, and more particularly described in a deed recorded with the Essex South District Registry of Deeds in Book 15958, Page 226 (the "Property"), and the building thereon known as the Community House (the "Building"), which Property and which Building are described more particularly in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, Grantee is a municipality and is interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the Town of Wenham and is authorized to accept and hold preservation restrictions under the Massachusetts General Laws, Chapter 184, Sections 31, 32, and 33 (the "Act");

WHEREAS, the Wenham Historical Commission is a governmental body whose purposes include the preservation and protection of buildings, structures, vessels, real property, documents or artifacts that are listed or eligible for listing on the state register of historic places or have been determined by the Commission to be significant in the history, archeology, architecture or culture of the Town;

WHEREAS, Grantee has designated the Wenham Historical Commission to administer, manage, and enforce preservation agreements;

WHEREAS, the building was designed by Guy Lowell and constructed in 1921 on behalf of Emily and George Mandell, in memory of eight men of Hamilton and Wenham who died in military service in World War I;

WHEREAS, the building was donated by the Mandells in Trust for the use of the residents of Hamilton and Wenham;

*[example]* WHEREAS, because of its architectural, historic and cultural significance, including its important local associations with the development of the Town of Wenham, the Building was listed in the National Registers of Historic Places in 2011.

WHEREAS, the Building's preservation values are documented in Exhibits A and B (hereinafter, collectively "Baseline Documentation") incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Property as of the date of this Preservation Restriction Agreement;

WHEREAS, the Baseline Documentation includes the following:

1. Property Description and Statement of Significance (Exhibit A),
2. Photographs (Exhibit B),

WHEREAS, Grantor is going to undertake work to renovate and rehabilitate the Building, which renovation and rehabilitation will include the work set forth in Grantor's Application to the Wenham Community Preservation Committee ("CPC") for Community Preservation Act funds (the "Work"), as set forth more particularly in the Grant Agreement between Grantor and Grantee (the "Grant Agreement");

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

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Property will assist in the preservation and maintenance of the Building and its architectural, historic and cultural features for the benefit of the people of the Town of Wenham, the County of Essex, the Commonwealth of Massachusetts, and the United States of America;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a 29-year preservation restriction in gross on the Property and the Building pursuant to the Act.

NOW, THEREFORE, in consideration of Fifty Thousand Dollars (\$50,000.00), which funds are to be used for the rehabilitation, restoration, and preservation of the Building, as specified more particularly in the Grant Agreement, the receipt of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto Grantee a 29-year Preservation Restriction Agreement in gross over the Property and the Building described in Exhibits A and B.

## PURPOSE

1.1 Purpose. It is the purpose of this 29-year Preservation Restriction Agreement to assure that the features and characteristics that embody the architectural, historic and cultural significance of the exterior of the Building will be retained and maintained substantially in their current condition and to prevent any use or change in the Property that will significantly impair or interfere with the Building's preservation values during the term of this Preservation Restriction Agreement.

1.2 Improvements. Grantor agrees to make the improvements to the Building exterior as set forth in the Grant Agreement in accordance with the terms of this 29-year Preservation Restriction Agreement.

## GRANTOR'S COVENANTS

2.1 Covenant to Maintain. Grantor agrees at all times to maintain the exterior of the Building, including in as good structural condition and sound state of repair as that existing on the date of this Preservation Restriction Agreement and/or the completion of the Work and otherwise in the condition required by this Preservation Restriction Agreement, and shall comply with all federal, state and local laws, codes and by-laws applicable to the Property and/or the Building. Grantor's obligation to maintain shall require replacement, repair, reconstruction and where necessary replacement in kind by Grantor whenever necessary to preserve the Building in a good, sound and attractive condition and state of repair. Subject to the casualty provisions of Sections 6 and 7, this obligation to maintain shall require replacement, rebuilding, repair and reconstruction of the Building whenever necessary in accordance with The Secretary of Interior's Standards for The Treatment of Historical Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36 CFR 67), as these may be amended from time to time (hereinafter the "Secretary's Standards").

### 2.2. Prohibited Activities.

The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this Section:

- (a) the Building shall not be moved, demolished, removed or razed except as described in Sections 6 and 7;
- (b) no barrier shall be constructed, erected or allowed to grow on the Property which would impair the visibility from the street of the Property or the Building without the prior approval of Grantee;
- (c) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property; and
- (d) no above ground utility transmission lines, except those reasonably necessary for the existing Building, may be installed on the Property, subject to utility easements already recorded.
- (e) no other buildings or structures, including camping accommodations, mobile homes or cell towers, shall be erected or placed on the Property hereafter except for temporary structures required for maintenance or rehabilitation of the Property, such as construction trailers; and with exception for a seasonal tent that allows for

social distancing for outdoor events, but is not a permanent fixture in front of the structure.

## GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by Grantee. Without prior express written approval of Grantee, which approval shall not be unreasonably withheld but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not make any changes to the exterior of the Building, including additions to and the alteration, partial removal, construction, remodeling, or other physical or structural change to the façades of the Building, and any change in design, material or color thereof. Activities by Grantor to maintain the exterior of the Building, which are intended to be performed in accordance with Section 2.1, and which are minor in nature, shall not require Grantee's prior approval. For the purposes of this Section, the interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines which are attached to this Preservation Restriction Agreement and incorporated by reference. Subject to this restriction are any activities, including construction or alteration or 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.

3.2 Review of Grantor's Request for Approval. Should Grantor wish to exercise the conditional rights set out or referred to in Section 3.1, Grantor shall submit to Grantee, for Grantee's approval, 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 Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within sixty (60) days of Grantee's receipt of any plan or written request for approval hereunder, Grantee 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 Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within sixty (60) days of receipt of Grantors' submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted.

3.3 Conditional Rights Requiring the Approval of the Massachusetts Historical Commission. The conduct of archeological activities on the Property, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archeological field investigation prepared by Grantor and approved in writing by the State Archeologist of the Massachusetts Historical Commission (G.L. Ch.9, Section 27C, 950 CMR 70.00)

## STANDARDS FOR REVIEW

4. Grantee shall apply Secretary's Standards whenever (a) exercising any authority created by this Preservation Restriction Agreement to inspect the Property; (b) reviewing any construction, alteration, repair or maintenance; (c) reviewing casualty damage or (d) reconstructing or approving reconstruction of the Building following casualty damage.

## GRANTORS' RESERVED RIGHTS

5. Grantors' Rights Not Requiring Further Approval by Grantee. Subject to the provision of Sections 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Preservation Restriction Agreement and by Grantee without further approval by Grantee:

- (a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the conservation and preservation values of the Property; and (iii) are not inconsistent with the Purpose of this Preservation Restriction Agreement.
- (b) pursuant to the provisions of Section 2.1, the right to maintain and repair the Building strictly accordingly to the Secretary's Standards. As used in this Section the right to maintain and repair shall mean the use by 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 Building. The right to maintain and repair as used in this paragraph shall not include the right to make changes in appearance, materials, and workmanship from that existing prior to the maintenance and repair without the prior approval of Grantee in accordance with the provisions of Sections 3.1 and 3.2; and
- (c) the right to make changes of any kind to the interior of the Building, provided such changes do not alter materially the appearance of the exterior of the Building, particularly the bell and clock tower, in contravention of this Preservation Restriction Agreement.

#### CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

6. Casualty Damage or Destruction. In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has been completed. No repairs or reconstruction of any type other than temporary emergency work to prevent further damage to the Building and to protect public safety shall be undertaken by Grantor without Grantee's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at Grantor's expense shall submit to Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantee, 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 Building and/or reconstruction of damaged or destroyed portions of the Building; and (c) a report of such restoration and/or reconstruction work necessary to return the Building to the condition existing at the date thereof.

7. Review After Casualty Damage or Destruction. If, after reviewing the report provided in Section 6 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Section 8, Grantor and Grantee agree that the Purpose of this Preservation Restriction Agreement will be served by such restoration/reconstruction, Grantor and Grantee 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 to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of the insurance proceeds after satisfaction of any mortgagee's/lender's claims under Section 8, Grantor and Grantee agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of this Preservation Restriction Agreement would not be served by such restoration/reconstruction, Grantor may with prior written consent of Grantee, alter, demolish, remove or raze the Building and/or construct new improvements on the Property. In such event, Grantor and Grantee may agree to extinguish this Preservation Restriction Agreement in accordance with the laws of the Commonwealth of Massachusetts and Section 21.1 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Section 8, Grantor and Grantee are unable to agree that the Purpose of this Preservation Restriction Agreement 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, and regulations.

8. Insurance. Grantor shall keep the Property insured by an insurance company rated "A1" 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 Property and Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request therefore, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this Section shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

#### INDEMNIFICATION; TAXES

9. Indemnification. Grantor hereby agrees to defend, indemnify and hold harmless Grantee from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees) arising out of or in connection with injury to or death of any person on or about the Property; physical damage to the Property; the presence or release in, on, or about the Property, 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 damage occurring on or about the Property, unless such injury or damage is caused by Grantee or its agents or employees. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Section, 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, provided, however, that nothing contained herein shall jeopardize

the priority of any recorded first priority mortgage given in connection with a promissory note secured by the Property.

10. Taxes. Grantor shall pay all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property.

#### ADMINISTRATION AND ENFORCEMENT

11. Written Notice. Any notice Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, facsimile transmission, registered or certified mail with return receipt requested or hand delivered, to the addresses set forth above. Each party may change its address set forth herein by a notice to such effect to the other party given pursuant hereto.

12. 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 evidences the status of this Preservation Restriction Agreement to the extent of Grantee's knowledge thereof.

13. Inspection. With the consent of Grantor, representatives of Grantee shall be permitted at all reasonable times to inspect the Property, including the interior of the Building. Grantor covenants not to unreasonably withhold consent in determining dates and times for such inspections.

14. Grantee's Remedies. Grantee shall have the right to enforce this Preservation Restriction Agreement by appropriate legal proceedings and to institute suit(s) to enjoin any violation of the terms of this Preservation Restriction Agreement by ex parte, temporary, preliminary and or permanent injunction, including without limitation prohibitory and/or mandatory injunctive relief and to require the restoration of the Property and Building to the condition and appearance required under this Preservation Restriction Agreement (it being agreed that Grantee may have no adequate remedy at law), which rights shall be in addition to, and not in substitution of, all other legal and other equitable remedies available to Grantee to enforce Grantor's obligation hereunder. Except in the case of an emergency, Grantee agrees that no such enforcement actions will be taken unless (a) Grantor has sent written notice to Grantee, specifying Grantee's failure to comply with the terms of this Preservation Restriction Agreement, and (b) Grantee fails to cure the same within thirty (30) days from the date of Grantee's notice, or, if such cure cannot reasonably be completed within said thirty (30) days, Grantor has commenced to cure said default within said thirty (30) day period and is pursuing said cure to completion using commercially reasonable efforts.

In the event Grantor is found to have violated any of Grantor's obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Preservation Restriction Agreement, including all reasonable court costs, and attorney's, architectural, and engineering fees.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting the use of any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property or the Building, including with respect to compliance with hazardous materials or other environmental laws and regulations. Nothing herein shall impose upon Grantee any affirmative obligation or liability relating to the condition of the Property or the Building.

15. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property 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.

16. 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 this Preservation Restriction Agreement to potential new owners prior to sale closing.

17. Liens. Any lien on the Property created pursuant to any Section of this Preservation Restriction Agreement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien, provided, however, that no lien created pursuant to this Preservation Restriction Agreement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

#### BINDING EFFECT; ASSIGNMENT

18. Runs with the Land. Except as provided in Sections 7 and 21, the rights and obligations created or imposed by this Preservation Restriction Agreement shall run with and bind the Property for a term of twenty-nine (29) years from the date this Preservation Restriction Agreement is recorded with the Registry of Deeds.

This Preservation Restriction Agreement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor or Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title or interest herein granted to Grantee 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 successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of bona fide transfer. The restrictions, stipulations and covenants contained in this Preservation Restriction Agreement 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 hereof, including by way of example but not limitation, a lease of all or a portion of the Property.

19. Assignment. Grantee may, at its discretion without prior notice to Grantor, convey, assign or transfer this Preservation Restriction Agreement to a unit of federal, state or local government or to a similar local, state or national organization that is a "qualified organization"



under the Act, as amended, 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 this Preservation Restriction Agreement was granted will continue to be carried out.

20. Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Preservation Restriction Agreement in the land records of Essex South Registry of Deeds. Grantor and Grantee intend that the restrictions arising under this Preservation Restriction Agreement take effect on the day and year this instrument is executed by Grantor and Grantee.

## EXTINGUISHMENT

21.1. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in conditions affecting the Property may make impossible the continued ownership or use of the Property for the Purpose of this Preservation Restriction Agreement and necessitate extinguishment of this Preservation Restriction Agreement. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. An extinguishment must meet all the requirements of the Act for extinguishment, including a public hearing to determine that such extinguishment is in the public interest, and approval by Grantee (or the then holder of this Preservation Restriction Agreement, if it has been assigned pursuant to Section 19).

21.2 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 the Commission shall join in appropriate proceedings at the time of such taking to recover the full value of the Property that is subject to the taking and all incidental and direct damages from the taking. All expenses reasonably incurred by Grantor and the Commission in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

## INTERPRETATION

22. Interpretation. The following provisions shall govern the effectiveness, interpretation and duration of this Preservation Restriction Agreement:

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Preservation Restriction Agreement and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.
- (b) This instrument is 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 retained by Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement 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 Preservation Restriction Agreement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns to each term of this instrument whether this instrument is enforceable by reason of statute, common law or private agreement 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 government entity to accommodate the purpose of both this Preservation Restriction Agreement and such ordinance or regulation.

#### AMENDMENT; SUBORDINATION

23. Amendment. If circumstances arise under which an amendment to or modification of this Preservation Restriction Agreement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Preservation Restriction Agreement, provided that no amendment shall be made that will adversely affect the qualifications of this Preservation Restriction Agreement or the status of Grantee under the Act, or any applicable laws, including any other laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Preservation Restriction Agreement; shall not affect its stated duration; shall not permit residential development on the Property; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Preservation Restriction Agreement. Any such amendment shall comply with the provisions of the Act and shall be recorded in the land records of Essex South Registry of Deeds. Nothing in this Section shall require Grantor or Grantee to agree to any amendment to consult or negotiate regarding any amendment.

24. Mortgage Subordination. Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, liens, or leases prior in right to this Agreement. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Preservation Restriction Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1<sup>st</sup>  
day of October, 2021.

GRANTOR: THE COMMUNITY HOUSE, INC.

By: [Signature]  
Name: Melissa DeAmelio  
Title: Executive Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 1<sup>st</sup> day of October, 2021, before me, the undersigned Notary Public, personally appeared Melissa DeAmelio, who proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as Executive Director of The Community House, Inc.

Martha Brennan  
Notary Public  
My Commission Expires  
11 July 2025



[Grantee's signature is on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24  
day of September, 2021.

GRANTEE:

TOWN OF WENHAM,  
By its Historical Commission  
(a/k/a Wenham Historic District Commission)



Mary W. Wood

Don Barron

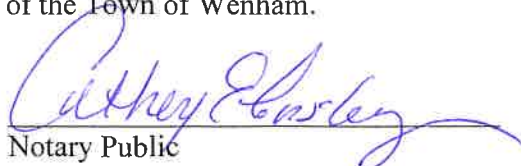
Barbara K Locke

Kelly N. Schmitt

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 24 day of September, 2021, before me, the undersigned Notary Public, personally appeared H. Davis, M. Wood, D. Barron, B. Locke member of the Wenham Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Wenham.



Notary Public

My Commission Expires

MARCH 7, 2025

## Exhibit A

### Description of the Property

The Community House is located in downtown Hamilton, a small community of roughly 8,300 residents twenty miles north of Boston, Massachusetts. The lot on which the building stands includes just over half an acre and is situated at the prominent intersection of Bay Road (Route 1A) and Asbury Street. The town's principal commercial district lies just to the south. A new police station and a senior center (in the former public library) stand on the opposite side of Bay Road (east), while a large public park (Patton Park) is located on the opposite side of Asbury Street (north). The area immediately west of the Community House includes a mix of commercial and residential properties, beyond which is a residential neighborhood dominated by houses dating from the mid-nineteenth century to the present. The Community House lot is characterized by mature trees and well-groomed landscaping. There is a small paved parking area along the east side of the building and paved walkways at the front and rear. Low fieldstone walls serve as retaining walls for raised planting beds at the front. Adjoining the Community House at its southwest corner is a building, which currently sits on a separate lot. This adjoining building was constructed in 1960 as a bowling alley and was formerly associated with the Community House. In the 1980s the bowling alley was converted to use as medical offices.

## Exhibit B

### Description of the Building

The Community House is a one and one-half story brick building designed in the Colonial Revival style by architect Guy Lowell. The original construction consists of a central main block and two, slightly lower flanking wings (north and south). One story cross gables, pedimented at the façade (east), project front and rear from the lower wings, giving the building an H-shaped plan. A 1934 addition, partially below grade, was constructed off the southwest corner of the building. In 1992 a small single-story brick wing was added to the south elevation. A handicap access ramp was built at the façade at the same time. Fenestration at the façade and north elevation is symmetrical, while it is irregular elsewhere. Window openings include some with arched brick heads, and others with flat splayed brick heads. Windows at the façade hold multi-pane wood casement sash, while the remaining elevations have wood double-hung sash in varying configurations. The building was designed in such a way that there are exposed basement windows at the side and rear elevations, taking advantage of the drop in grade. These hold rectangular multi-pane wood sash of varying sizes. The gabled roofs of the main block are finished with slate shingles and copper valleys and ridges. An open wood cupola with a copper weathervane is centered on the main ridge. A compound wood cornice defines the eave. The roof of the main block features three arched dormers at both the façade and rear elevation.

The façade is dominated by a recessed central portico supported by four slender wood columns (fluted, with stylized Corinthian capitals), flanked by wood pilasters on the enclosing walls. Within the recessed portico are four large arched entries flanking a central limestone niche, which holds a bronze statue (1921) by Anna Coleman Watts Ladd. The arched entries hold tall

## RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify Section 3.1 of the terms of the Preservation Restriction which deals with alteration to the Building on the Property. Under this section, permission from the Wenham Historical Commission ("WHC") is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require PHC review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be approved by the WHC, 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 or interior hand scraping and repainting of non-decorative and insignificant surfaces as part of periodic maintenance.

Major – Painting or fully stripping decorative surfaces or distinctive 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 reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major – Wholesale replacements of 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 repointing 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 of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

## WALLS/PARTITIONS

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

Major – Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

## HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor – Repair of existing systems.

Major – Installing or upgrading systems which will result in major appearance changes (i.e., dropped ceilings, disfigured walls or floors, exposed wiring, ducts and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the Preservation Restriction such changes must be reviewed by the WHC and their impact on the historic integrity of the Property assessed.

It is the responsibility of the Grantor to notify the WHC in writing when any alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Preservation Restriction is to enable the WHC to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. WHC staff will attempt to work with the Grantor to develop mutually satisfactory solutions, which are in the best interest of the Property.