



2006 00000095

Bk: 1068 Pg: 783 Doc: REST

Page: 1 of 50 01/05/2006 01:05 PM

PRESERVATION RESTRICTION AGREEMENT

THIS is a Preservation Restriction Agreement made on the 24th day of December, 2004 by James M. Dale and Ellen J. Small, residing at 6404 Cloister Gate Drive, Baltimore, MD 21212 ("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 49 William Street, Vineyard Haven, MA 02568 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 787, Page 807 (the "Property").
- D. The Property consists of a wood-frame, clapboarded residence with ca. 1838, two-and-one-half story, gable-front, Greek Revival main block with a two-story, mid-19th century, rear ell and the following, modern, wood-frame, 1990s additions: a one-story dining room extending from the west elevation of the main block; a two-story, rear kitchen extending from the west elevation of the rear ell; a one-story veranda extending along the east and south elevations of the rear ell; and an enclosed porch extending from the south elevation of the kitchen addition. The Property includes a historic, side-gabled barn converted to a guest house in 1989. The residence is further characterized by a three-bay main façade with deep cornice and gable returns, corner pilasters, windows enframed with keystone lintels, and a Greek Revival entry surround with sidelights and flat pilasters supporting a projecting cornice. The converted barn is clad in shingle, clapboard and vertical board sheathing with modern dormer, window and door insertions. Refer to Attachment B for a full description.
- E. The Property is a contributing resource to the William Street Historic District listed on the National Register of Historic Places on January 27, 1983, and is also included in the William Street Historic District established by the Town of Tisbury on May 7, 1975. 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;

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

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 ~~Agreement~~ Agreement attached hereto as Attachment D.

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

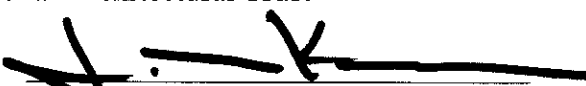
 Grantor
James M. Dale Print Name

 Grantor
Ellen J. Small Print Name

Accepted:

The National Architectural Trust

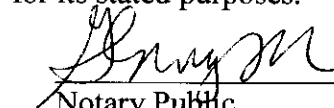
(CORPORATE SEAL)

By: 
Name: James Kearns
Title: President
Date: 12/29/04

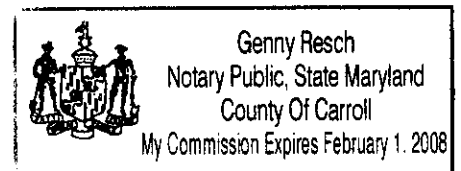
NOTARY FORM FOR ~~TRUST~~ GRANTOR (s)

STATE OF MARYLAND)
) SS ~~XXXXXXXXXXXX~~
COUNTY OF CARROLL)

On this 24 day of DECEMBER, 2004, before me, the undersigned notary public, personally appeared JAMES DALE & ELLEN SMALL ^{and} 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 signed it voluntarily for its stated purposes.


Notary Public
GENNY RESCH
Print Name

My Commission Expires 2/1/08



NOTARY FORM FOR TRUST

STATE Montgomery)
) SS
 COUNTY OF Montgomery)

On this 24th day of December, 2004, before me, the undersigned notary public, personally appeared James Kennis, 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 signed it voluntarily for its stated purposes.

Notary Public

Print Name

My Commission Expires _____

WILLIAM A. LOY
 Notary Public
 Montgomery County
 Maryland
 My Commission Expires Dec 1, 2007

Approval by City/Town

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

14th day of December, 2005.TISBURY (Vineyard Haven)

City/Town

Chairman, Board of Selectmen

Title of City Official

Raymond P. LaPorte

COMMONWEALTH OF MASSACHUSETTS)

) SS

COUNTY OF DUKES)

On this 14th day of December, 2005, before me, the undersigned notary public, personally appeared Raymond P. LaPorte, 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 signed it voluntarily for its stated purposes.

Ann Marie Cywinski
Notary Public

Ann Marie Cywinski
Print Name

My Commission Expires October 27, 2011

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 Brona Simon
 Brona Simon
 Acting Executive Director and Clerk
 Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK) SS
)

On this 28TH day of DECEMBER 2005, before me, 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 she signed it voluntarily for its stated purposes.

Richard C. Kaplan
 Notary Public

RICHARD C. KAPLAN
 Print Name

My Commission Expires JANUARY 6, 2006

Attachment A
(Legal Description)

A certain parcel of land, with the buildings thereon, situated in Tisbury, County of Dukes County, Commonwealth of Massachusetts, bounded and described as follows:

NORTHWESTERLY	by William Street by a compound line measuring in all ninety-two and 53/100 (92.53) feet;
NORTHEASTERLY	by land now or formerly of Beatrice M. Asselin et al, one hundred one and 19/100 (101.19) feet;
SOUTHEASTERLY	by land now or formerly of Walter E. Flanders, fifty-one and 22/100 (51.22) feet;
NORTHEASTERLY	again by land now or formerly of said Flanders in part and in part by land now or formerly of Tisbury Realty Corp., fifty-one and 63/100 (51.63) feet;
SOUTHEASTERLY	again by land now or formerly of Hinckley & Renear, Inc. in part and in part by land now or formerly of Clara B. Chipman, eighty and 05/100 (80.05) feet; again
SOUTHWESTERLY	by land now or formerly of Martha's Vineyard Cooperative Bank, thirty-nine and 24/100 (39.24) feet; and again
SOUTHEASTERLY	again by land now or formerly of said Bank sixty-nine and 72/100 (69.72) feet; and again
SOUTHWESTERLY	by land now or formerly of Robert H. Chapman in part and in part by land now or formerly of Bertrand L. Taylor III, one hundred eleven 92/100 (111.92) feet.

COUNTY: DUKES
BOOK: 767
PAGE: 807

(FORM B – BUILDING)

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

Photograph

See continuation sheets

Assessor's Number USGS Quad Area(s) Form Number

		A	14
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Town Tisbury

Place (*neighborhood or village*)

William Street Historic District, Vineyard Haven

Address 49 William Street

Historic Name John Swain House

Uses: Present Dwelling

Original Dwelling

Date of Construction ca.1838; 1992

Source Registry of Deeds; Building permit records after 1980

Style/Form Greek Revival

Architect/Builder Unknown

Exterior Material:

Foundation Stone

Wall/Trim Wood/wood

Roof Asphalt shingles

Outbuildings/Secondary Structures

Small barn converted to guest cottage

Major Alterations (*with dates*)

Barn renovated as guest house (1989)

Two-plus story, end-gable kitchen ell; one-story dining room; rear sunroom; two-story connector addition (1992)

Replacement windows in gable peaks of main house block (date unknown)

Rear, one-story addition on south end of original ell (date unknown)

Grape arbor and outdoor shower (date unknown)

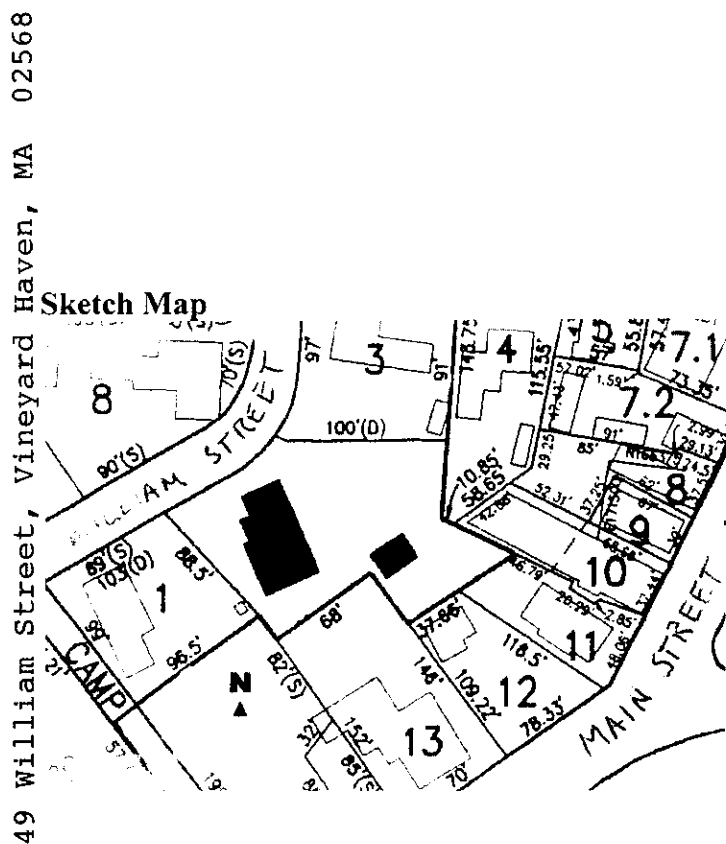
Veranda on east and south sides (date unknown)

Condition Good

Moved ☒ no ☐ yes **Date**

Acreage Less than one acre

Setting Residential street comprising buildings built in same period.



Recorded by

William B. Moonan

With additions by
 Pauline Chase-Harrell & Katy Hax Holmes,
 Boston Affiliates, Inc.

Organization

National Architectural Trust

Date (*month / year*)

November, 2004 & April, 2005

Follow Massachusetts Historical Commission Survey Manual instructions for completing this form.

BUILDING FORM**ARCHITECTURAL DESCRIPTION**☒ *see continuation sheet**Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.*

49 William Street is a 2½ story, front gable, Greek Revival, wood clapboard clad house with fenestration set in a 3x3 pattern. The house is built on a dressed stone foundation and is just 15' back from the street. It is separated along the front (north side) of the property from that public way by a 3½' high decorative iron fence supported by 4'x2'x2', cement capped, dressed stone posts.

The original block of the house, constructed in 1838, consists of the north-facing end-gable building, and a two-story, four-bay, end-gable ell extending from its rear south side. Projecting slightly from the east side of this ell, a one-story room containing a single 6/6 original wooden sash window also appears original to the ell. This original building configuration is sheathed in wooden shingles exhibiting multiple layers of paint, in contrast to the later clapboard additions, and retains its original 6/6 wooden sash windows and half-round wooden bead trim. In c.1992, a two-story connector (containing an interior stairwell), a two-and-a-half story, end-gable kitchen addition, and a one-story dining room added to the north side of the kitchen addition were constructed on the west side of the original ell. A modern, wraparound veranda connects the east side of the house to a modern enclosed sunroom extending south from the kitchen addition. Immediately behind the main house to the south stands a modern grape arbor and outdoor shower. A small barn, renovated in 1989 as a guesthouse, stands on the southeast side of the property.

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.*

This house lot is one of the first to be sold by Thomas Bradley out of the land he purchased to a Dane, Johan Andreas Skjon, who changed his name to John A. Swain upon settling in Holmes' Hole. In 1831 he married Polly Dexter Luce, daughter of Mathew Luce, a master mariner who lived on the corner of Main and Camp Streets, just below the Bradley development. The lot was next to the one bought by his prospective brother-in-law, Thomas W. Zuckerman, seven weeks earlier.

J.A. Swain is recorded as the resident of the dwelling on the 1858 Map of Holmes' Hole. Because it is identical with the William Crowell house next to it, and almost identical with three other of the grand, 2 story, William Street houses built during the years 1837 to 1840, it is probable that the house was constructed soon after the purchase of the lot.

J.A. Swain expanded the lot 99' to the east from what, in the deed, is described as the "elbow of the Streets called William and High Street", by purchase from Thomas Bradley on September 21, 1841 for \$90. (Bk.28, p. 525) There is now a barn on this extension.

BIBLIOGRAPHY and/or REFERENCES☐ *see continuation sheet*

Registry of Deeds, Bk. 26, p. 244; Bk. 28, p. 525

1858 Map of Holmes' Hole

Massachusetts Historical Commission Building Inventory Form, Doris Hough, Tisbury Historical Commission, June, 1973

Tisbury Building Department Records

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

49 William Street is in the William Street Historic District

*Follow Massachusetts Historical Commission Survey Manual instructions for completing this form.*02568
MA
49 William Street, Vineyard Haven,

INVENTORY FORM CONTINUATION SHEET

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

Town
 TISBURY

Property Address
 49 William Street

Area(s) Form No.

A	14
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ARCHITECTURAL DESCRIPTION, continued

The most notable architectural feature on the north façade is the main entrance to the house. Two granite steps descend from a street level gate to a concrete path leading to the concrete front stoop. Fluted wood pilasters supporting a wide, plain, but slightly projecting rectangular cornice surround the single doorway. The paneled wood door is flanked by sidelights comprised of three "lights" created by muntins set in a "plaid" pattern above a low, paneled section. The entire entrance, including the pilasters, occupies a third of the width of the building. As a result, two, original 6/6 true divided light windows on level 1 are placed close together to the east of the entrance. Both windows are flanked by modern wood, louvered shutters bolted to the house and are set in slightly projecting frames capped by a wood "keystone" lintel. Located in line with these windows at level two are two more original 6/6, true divided light windows of the same size and design. The third matching window is centered over the doorway in a space of its own. Centered in the gable is a smaller 3/6 modern replacement window, also flanked by wood louvered shutters and set in a projecting frame capped by a plain, semicircular wood element, evoking a fan light. The bold gable end, with its deep cornice and returned ends is visually supported by simple pilasters at the building corners.

The west façade of the building displays, at level 2, three bays of windows, all original 6/6, true divided light and set in slightly projecting, plain frames and flanked by louvered wood shutters. A minor exception to this is the southernmost window in that it has only one shutter on its northern side. At level 1, the northernmost bay exhibits the same style window with a "keystone" lintel and only one shutter on its north side. To its right is a 6/6 modern replacement window, which is immediately adjacent to a one story, flat roofed dining room ell constructed c.1992 that projects one bay to the west. The deep cornice and wide fascia board evident on the front of the house are repeated here, as are the building corner pilasters. The single window on the north face of the ell is a modern 6/6 true divided light with flanking wood louver shutters. Centered on the west face of the ell is a modern three bay window comprising an 8/16 center section separated by narrow mullions from 4/8 windows on either side. Modern wood, louvered shutters flank the entire group of windows.

The south end of the one story dining room addition abuts a modern 2½ story, front gable kitchen addition; both were built c.1992 and stand on poured concrete foundations. The kitchen addition has fenestration laid out in a 1x3 bay configuration and is connected at level 2 to the main block at the eastern end by a slightly recessed, flat-faced connector. Centered in this connector is a 6/6 true divided light window with a louvered wood shutter on its east side. There is none on the west side as a downspout, boxed in wood with a thin wood molding strip at its capital, makes it impossible for a shutter to lay flat. (It should be noted that all downspouts on this building are so encased.)

The north face of this kitchen addition mirrors the north face of the main block: a deep cornice and returned ends visually supported by simple pilasters at the building corners. The centered windows at levels 1 and 2 are both modern 6/6, true divided light set in slightly projecting frames with "keystone" lintels. Louvered wood shutters flank both. In the gable is a very small, slightly recessed, four light, fixed window, set in a slightly projecting frame beneath a "keystone" lintel. The west side of this addition exhibits modern 6/6 true divided light windows and shutters in three evenly spaced bays just under the cornice. Piercing the roof, and in line above the center window is a small, gable-faced dormer containing a single modern 8/8 window. The north and south windows at level 1 are of the same design as elsewhere on the building, replete with modern louvered shutters and "keystone" wood lintels. The center bay, however, comprises a pair of modern 6/6 true divided light windows encased in an oriel that projects about 6" from the south face of the building. A small cornice above the windows, and two, foot-high panels below complete this unusual architectural feature.

INVENTORY FORM CONTINUATION SHEET

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

Town
 TISBURY

Property Address
 49 William Street

Area(s) Form No.

A

14

ARCHITECTURAL DESCRIPTION, continued

Extending to the south, and in line with the west face of the addition, is a one-story, three-sided, enclosed porch the floor of which sits two feet above grade. The space under the floor is enclosed and clad in wooden lattice. 8"x 8" columns, with small capitals and bases, located at the corners and the mid-points of the west and east sides, support a south facing gabled roof, the gable field of which is clad in clapboard. The bays thus created on the east and west sides are further divided in two by 4"x4" columns; the south bay is divided in thirds. A 1"x 4" at hand rail height divides all the bays horizontally. Single light, insulated glass fills all the openings created by the columns and railing. The porch is as wide as the south face of the kitchen addition and rises to just beneath a modern 6/6 true divided light window set in the middle of the south façade of the addition at level 2. The window sits in a slightly projecting frame capped by a "keystone" lintel. Centered above the window, in the gable, and surrounded by a similar frame and "keystone" lintel, is a wood louvered vent. This end of the kitchen addition duplicates the north end with its deep cornice and returned ends that are visually supported by simple pilasters at the building corners.

The remainder of level 1 of the south side is fronted by a modern one story, wrap-around veranda that extends down the east side of the dwelling around to the east side of the sunroom. The floor of the veranda continues the porch floor and is accessed from the yard by three levels of wooden steps that also wrap around the building. The south-facing roof of the veranda is supported by modern 8"x8" columns matching those used on the enclosed porch. A column supports the southeast corner of the roof and one is located to the west of it, in line with the east face of the dwelling. A third column is set east of the porch in a way to create a bay of the same width as exists at the east end of this side of the veranda. A 3½' high modern balustrade, comprising closely spaced 2"x2" wood balusters, runs in line with the east face of the building from the southeast corner of the veranda to the similarly aligned column on the south side of the veranda, down the steps, and extending five feet into the yard. A modern wooden gate flanked by capped 4"x4" posts allows access from the eastern part of the veranda to the southern.

The south façade of the ell at level 1, under the veranda roof, extends about six feet further south than the second level and is sheathed in wooden shingle, but appears to be a later addition to the original ell. The addition to which the porch is attached is itself attached to the modern connector that abuts the original ell on the west side. This connecting section, which houses an interior turned stairway, and is six feet wide and clapboard clad, is set off visually by a plain pilaster at the corner of the ell. Centered in this section, at level 1, is a modern 6/6 true divided light window flanked by wood, louvered shutters. Above the roof, at level 2 and immediately below a pronounced cornice, is a centered, modern 4/4 window.

The southern and eastern facades of the ell at level 1 are clad in two distinct styles and ages of painted split cedar singles, representing two construction periods. The modern south face of this ell and most of its east face on the first story are sheathed in modern, painted wooden shingle siding. The south face of the ell has a single light, horizontal 1'x3' window set in a slightly projecting frame at eye level. Also in the south face, in the eastern corner, is a doorway also set in a wide frame. A bottom half, modern wood paneled, screen door covers a 3x3 light, bottom paneled inner door. At level 2, centered in the gable end of the original ell, is an original 6/6 true divided light window with a "keystone" lintel. A wood louvered vent sits in the original gable in a slightly projecting frame. The cornice at this end is very plain being composed of a single board, and ends in pronounced returns.

The eastern side of the veranda is supported by four additional 8"x 8" columns with small capitals and bases. These columns are set in pairs separated by four feet from each other and in a way to create three equal bays in the remaining spaces of the veranda face. Centered in the middle bay on the east façade of the ell is a pair of modern 6/6 true divided light windows. Two feet to the north is a 3x5 modern single-pane door behind a full-length wide-frame screen door. Immediately to the north of the door, the original, one-story east side room, perhaps used as a buttery, projects four feet from the original ell and is sheathed in wooden shingle matching that of the original house block. Its foundation and original 6/6 wooden sash window match the main house block and original ell. This

INVENTORY FORM CONTINUATION SHEET

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 BOSTON, MASSACHUSETTS 02125

Town
 TISBURY

Property Address
 49 William Street

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ARCHITECTURAL DESCRIPTION, continued

room now contains a counter and sink. Centered in this projected section, between the door and the south face of the main block, there sits an original 6/6 window with flanking wood louvered shutters. The east face of the ell at level 2 displays four evenly ranked original 6/6 windows placed with the northernmost abutting the south face of the main block and separated from each other by the width of one shutter. There is a wood louvered shutter on the south side of every window but the second northernmost. A squared, corbelled, five-foot high chimney pierces the ridge of the ell in line with this window.

The south façade of the main block is clad in older, painted, split cedar shingles. At level 1, under the veranda roof, this face has an original 6/6 window that abuts the projected east face of the ell and has a wood louvered shutter on its east side. At level 2, above the veranda roof is another original 6/6 window in line with the one below. In the gable of the main block is a 3/3 modern replacement window. As is true with the ell, the gable is very plain but terminates in a pronounced return and a pilaster of the same style as on the rest of the main block. The east façade of the main block is clad in clapboard and set in a two bay configuration. The northernmost bay is set only a shutter's width south of the north edge of the house. The southern bay is located about a third of the width from the south end of the house. The windows are all original 6/6, true divided light with flanking wood louvered shutters, set in slightly projecting frames. The windows at level one have "keystone" lintels. Piercing the east face of the roof, there stands a squared, 10' high, brick chimney with a slightly corbelled mouth. To its south, and aligned with the windows below, there sits a gabled dormer in which sits a 6/6 modern replacement window. The gable is plain with an overhanging cornice.

To the east and south of the house, there sits a small, 1½ story, end gable barn that in 1989 was renovated into guest quarters. All windows and wooden shingling on the barn appear to date to this renovation. The center third of the north face, which is otherwise clad in clapboard, has a sliding vertical board barn door, painted in a contrasting color, with two symmetrically spaced 2x2 fixed light windows located at head height. This cladding pattern creates the sense of the original barn doors. To the east of these doors, there is a pair of modern 6/6 windows sitting in a slightly projecting frame. Immediately to the west, in a wide frame, is a full-length 3x5 light door, fronted by a wide frame, full-length screen door above a granite slab step. A center, rectangular, louvered, cupola rises from the asphalt-shingled roof. A wide fascia board and corner boards are evocative of the main house.

As is typical with barns, the land drops off to the west creating a second, lower story only on the west side of the building. This side, as well as the other two sides, is clad in natural, split cedar shingles. In the west gable field, at level 2, there is a centered 4/4 window. In line with the top four lights of this window, and between two horizontal flat wood elements that run from edge to edge of the gable, are two 2x2 light fixed windows located as close to the gable edge as possible. There are no windows on level 1 on the west side. Under a wooden sill board that separates the lowest level from the wooden structure above, the exposed rubble stone foundation houses a sliding wooden barn door with modern metal handle, containing a modern 4-pane window. The stone foundation is sheathed in vertical boards matching the sliding door, and is separated from the door by a granite post. The sliding door track is encased within the wooden sill board above. Raised garden beds and stone walls frame the foundation level entrance to the barn. A large mature tree stands at the northwest corner of the barn, and a telephone pole stands at the southwest corner.

On the south side of the barn, the stone foundation is below grade. A small wood deck, with a natural wood balustrade on its west and south sides, sits below two wood risers that lead to 3x5 light French doors in the western third of the south façade. A centered 2x2 light fixed window is flanked by a pair of modern 6/6 windows that are located in the eastern third of the façade. In line with the doors and the paired windows and piercing the roof are two shed dormers each displaying 2x6 light fixed windows in a wide frame. The east façade has three symmetrically placed 2x2 light fixed windows at level 1 set in wide frames. Replicating the pattern on the east façade, and stretching from gable edge to gable edge are five abutting windows. A center 4/4 window is flanked by two 2x2 light fixed windows on either side. A single, wide board connects the tops of all these windows.

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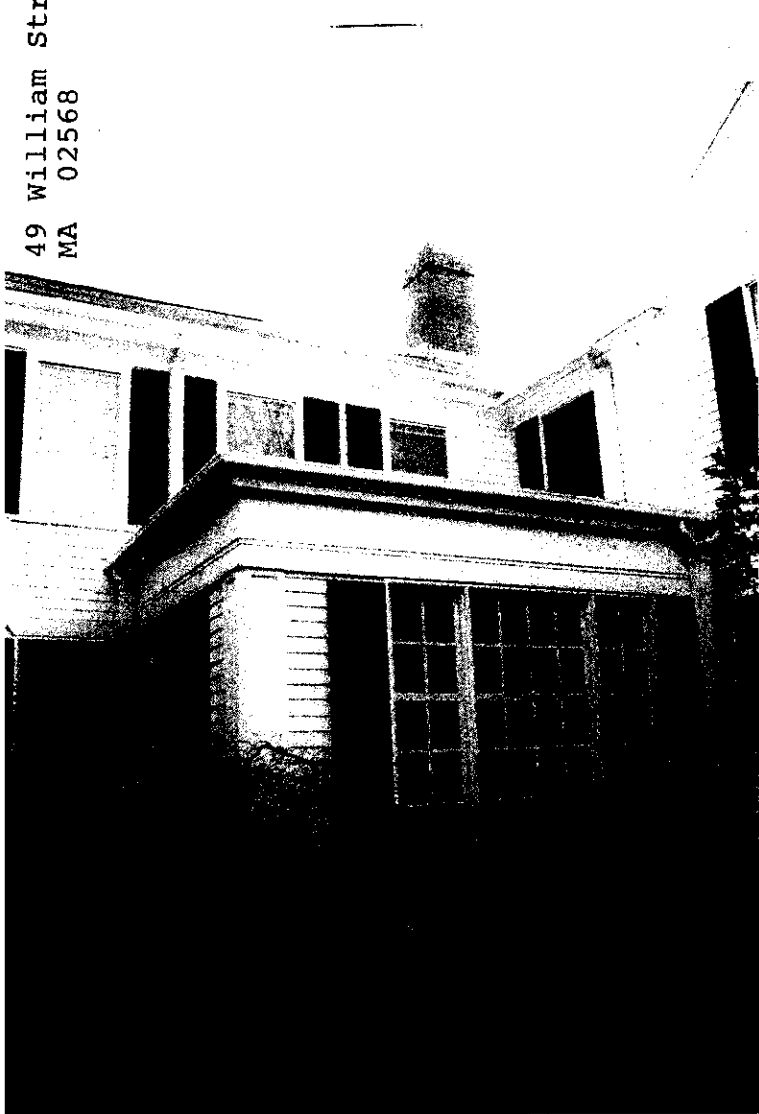
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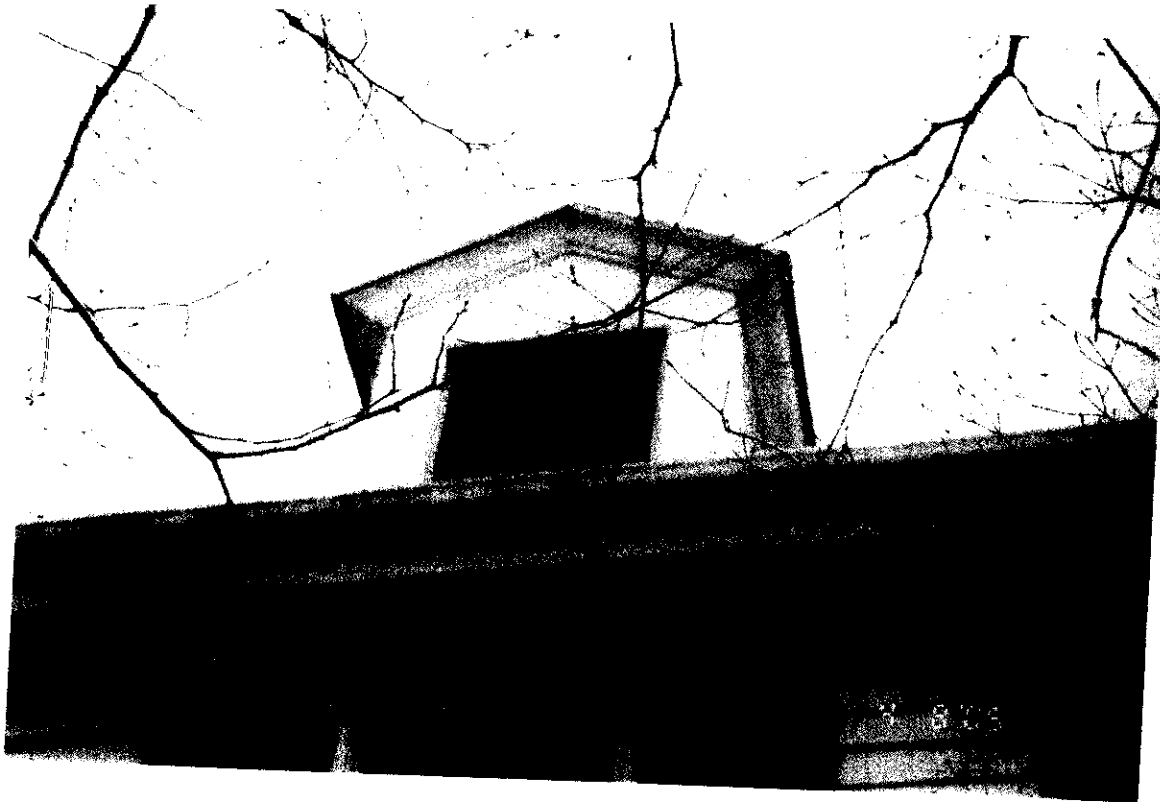
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Vineyard

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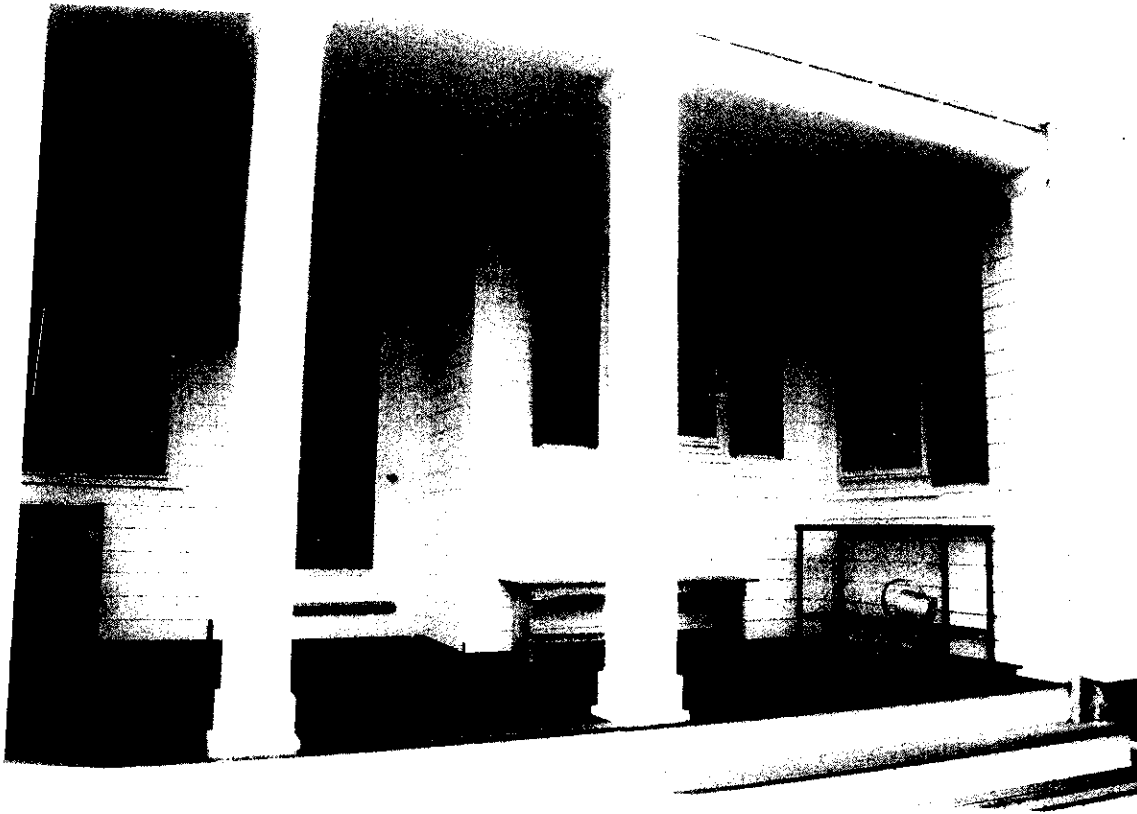
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Attachment C

**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.

Loan #: 708-0031302276

Consent of Lienholder

Wells Fargo Bank, National Association, successor by merger to Wells Fargo Home Mortgage, Inc., ("Lienholder"), hereby consents to the grant of the foregoing Preservation Restriction Agreement by James M. Dale and Ellen J. Small to the National Architectural Trust, Inc., and, joins in the execution hereof solely as Lienholder and hereby does agree that in the event of the foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold subject to said Preservation Restriction Agreement.

SIGNED AND EXECUTED this 12th day of MAY, 2005.

Wells Fargo Bank, N.A.

By: Teresa A. Naylor
Teresa A. Naylor
Vice President

STATE of MARYLANDCOUNTY of FREDERICK

BEFORE ME, the undersigned authority, on this day personally appeared Teresa A. Naylor, Vice President, of Wells Fargo Bank, N.A., known to me to be the person and Officer whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12th day of MAY, 2005.

Nanette S. Francella
Notary Public

My commission expires: 3-01-2007

NANETTE S. FRANCELLA
NOTARY PUBLIC STATE OF MARYLAND
County of Frederick
My Commission Expires March 1, 2007

Attest:

Deanne E. Powers Register

49 WILLIAM ST., VINEYARD HAVEN, VA 02568