

Document Number

RESTRICTIVE COVENANTS AGREEMENT

Name and Return Address:
City of Milwaukee
Real Estate Section (LaPierre)
809 North Broadway
Milwaukee, WI 53202-3617

Tax Key No.: 388-1545-000-8

Recording Area

THIS AGREEMENT, is made as of this ____ day of _____, 2018, by and between the **CITY OF MILWAUKEE** ("City"), a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Milwaukee, Wisconsin, and **KATHERINE ROSE** ("Owner"), located at 1833 North 48th Street, Milwaukee, WI 53208 and more particularly described in **Exhibit A** annexed hereto and made a part hereof (the "Property").

WITNESSETH:

WHEREAS, Common Council approved on _____, 2018 in Resolution File No. _____ the Release of Deed Restrictions between the City and Kyle Kompas and Nicole Vurusic ("Release"), which was recorded in the Milwaukee County Register of Deeds Office ("ROD") on _____, 2018 as Document No. _____ and consented to the sale of the Property to the Owner;

WHEREAS, The terms and conditions of this Restrictive Covenants Agreement ("Agreement") were material inducements to the City to execute and record the Release in the ROD and consent to the sale of the Property to the Owner, and but for the Owner's acceptance of the terms and conditions by execution of this Agreement, the City would not have executed and recorded the Release and consented to the sale of the Property to the Owner;

NOW, THEREFORE, In consideration of the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SECTION 1. PERFORMANCE RESTRICTIVE COVENANT

Owner agrees to rehabilitate the existing structure for use as an Owner occupied residence, associated parking and landscaping according to the Minimum Rehabilitation Standards attached hereto as **Exhibit B** (the "Project").

- A. In connection with the Project, the Owner shall:
 - a. Submit final building rehabilitation plans ("Final Plans") to the Department of

City Development (“DCD”) for approval prior to commencement of the Project. These plans must conform to the minimum rehabilitations standards in **Exhibit B** as drafted in accordance with the City Historic Preservation Commission (“HPC”). Final Plans shall be submitted to the City through DCD’s Development Center as part of Owner’s application for building permits and may be subject to HPC approval in accordance with Milwaukee Code of Ordinances Section 320-21.

- b. Commence construction of the Project within thirty (30) days following the date this Agreement is recorded and complete the exterior rehabilitation, including painting, within two years (2 years) following the date this Agreement is recorded.
- B. Owner shall be responsible for all site development expenses, including, but not limited to, extension of water and sewer laterals to the Property and the provision or replacement of sidewalks.
- C. Owner covenants and agrees that no additional buildings, structures, or other similar improvements shall be constructed on the Property without the prior written approval of DCD and HPC, including without limitation because of enumeration, any addition to or expansion of any principal building currently located on or presently proposed for construction on the Property or any accessory building to such principal building.
- D. Owner shall bring the Property into full compliance with all applicable building codes and ordinances within the time specified by the Department of Neighborhood Services.

SECTION 2. OWNER OCCUPANCY RESTRICTION

- A. Owner shall use the Property only as an Owner-occupied residence that shall be Owner’s primary residential homestead for a period at least equal to two years (2 years) (“Owner Occupancy Restriction Term”) from the date this Agreement is recorded. The Property shall not be used, or allowed to be used, for non-Owner-occupied purposes and shall not be rented or leased to third parties.
- B. Owner will not, prior to the Owner Occupancy Restriction Term, make or suffer to be made any other sale, assignment, conveyance, lease or transfer in any other form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the Department of City Development Commissioner (“Commissioner”), provided that Owner may assign or transfer to an entity which has the substantially similar ownership as Owner.

SECTION 3. HISTORIC PRESERVATION EASEMENT

- A. The Owner grants to and covenants with the City, its successors and assigns, and to the public generally, that the Property and improvements thereon will be subject to this Historic Preservation Easement (“Easement”) as hereafter described which will be a covenant running with the land for a period of ten years (10 years) from the date this Agreement is recorded.

The Property has been listed in the National Register of Historic Places as Concordia

Historic District as of October 11, 1988.

Unless otherwise indicated, all authorizations or written actions of the City stipulated herein must be executed in writing by the Historic Preservation Officer (“Officer”) of the City and all notifications to the City or to the Officer must be directed to the Historic Preservation Office at 200 East Wells Street, Milwaukee, WI 53202.

- B. The Owner agrees to protect, preserve, and maintain all historic features of the Property, including the structural integrity of the Property, except those listed in **Exhibit C** attached hereto, which are excepted as specific exclusions from these covenants. The Owner hereby agrees to the following:
- a. To assume the cost of continued maintenance and repair of the Property in accordance with the recommended approaches in the Secretary of the United States Department of the Interior’s standards for rehabilitation and associated guidelines, or substantially similar standards of the City, so as to preserve the architectural, structural and historical integrity of the features, materials, appearance, workmanship, and environment in order to protect and enhance those qualities that made the property eligible for listing in the Local Designation.
 - b. That any alterations that may affect the historical or structural integrity of the Property must have the prior written approval of the Officer of the City. The Owner shall neither construct, demolish, alter, nor remodel any portion of the Property, including any structures, buildings, or objects thereon that are not named herein as specific exclusions. The Owner shall not construct additions to, or abrasively clean or sandblast, any building or structure not specifically excluded from these covenants, nor may the Owner construct any new building or structure on or move any existing building or structure to the Property, nor erect fences or signs on the Property, nor disturb the ground surface of the Property, without the express written approval of the Officer.
 - c. To notify the Officer in writing of any proposed actions to be undertaken by the Owner, or any other party known to the Owner, that may affect the historical or structural integrity of the Property. The Owner furthermore agrees that the Officer will be allowed 30 days to respond with a written approval or denial of such proposed actions, except that the Officer may extend this period up to an additional 60 days upon written notice to the Owner. In the event of denial, the Owner may request a written statement of the reasons for denial. If the Owner disagrees with the reasons for denial, Owner may appeal to the State of Wisconsin Historical Society, whose ruling shall be final.
 - d. To notify the Officer in writing of any substantial damage to the property by accidental, natural, or deliberate causes within 30 days of the date on which the damage was incurred. The Owner further agrees that no repairs of reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Owner

without prior written approval of the work by the Officer, in accordance with paragraph (c) above.

- e. To give access to the interior and exterior of the premises to the City, its agents, successors, or assigns for purposes of monitoring the Owner's compliance with the covenant upon reasonable verbal or written notice. Nothing in this instrument shall require the City to conduct on-site inspections of the Property.
 - f. That the failure of the City to exercise any right or remedy granted under this instrument, or to conduct on-site inspections of the Property shall not have the effect of waiving or limiting the exercise of any right or remedy or the use of such right or remedy at any other time.
 - g. To insert the covenants contained herein, either verbatim or by express reference, in any deed or other legal instrument by which the Owner divests itself of either the fee simple title or any lesser estate in the Property.
 - h. That, in the event of a violation of this Historic Preservation Easement, and in addition to any remedy now or hereafter provided by law, the City may, following reasonable notice to the Owner, institute suit to enjoin said violation or to require specific performance and/or restoration of those portions of the Property that were affected.
 - i. That it shall indemnify and hold the City and its successors and assigns harmless for any liability, costs, attorney's fees, judgments, or expenses to the City, or any officer, employee, agent, or independent contractor of the City, resulting from actions or claims of any nature by third parties arising from defaults under this Historic Preservation Easement, exercise of rights under this historic preservation easement, excepting any such matters arising solely from the negligence of the City should the City conduct on-site inspections of the Property.
 - j. That the City may, at its discretion, without prior notice to the Owner, convey and assign all or part of the City's rights and responsibilities contained herein to a third party.
- C. This Easement may only be amended by written agreement between the parties, or their successors or assigns, and such amendment shall become effective upon its recordation by the Owner at the ROD. The covenants contained herein are enforceable by the City by an action in the Circuit Court of Milwaukee County, Wisconsin, or any other court of competent jurisdiction.

SECTION 4. RECORDATION OF AGREEMENT

The City shall record this Agreement against the Property in the ROD at the Owner's expense, and the restrictive covenants in this Agreement shall run with the land and be binding upon Owner, Owner's successors and assigns, and any subsequent purchasers of the Property unless

the respective restrictive covenant is terminated or released according to Section 5 below.

SECTION 5. TERMINATION OF RESTRICTIVE COVENANTS

The restrictive covenants hereunder shall be in full force and effect unless terminated or released according to the following:

- A. Performance Restrictive Covenant. The City may release the Performance Restrictive Covenant if the Owner, upon completion of the Project, requests in writing that the City release the Performance Restrictive Covenant and the City, upon inspection of the Project, agrees that the Project has been completed in conformance to the Final Plans. Notwithstanding the foregoing, the Performance Restrictive Covenant will automatically terminate if the City does not file a Notice of Reverter according to Section 10.
- B. Owner Occupancy Restriction. The Owner Occupancy Restriction will automatically terminate if the Owner uses the Property only as an Owner-occupied residence as Owner's primary residential homestead for a period at least equal to two years (2 years) from the date this Agreement is recorded.
- C. Historic Preservation Easement. The Historic Preservation Easement will automatically terminate ten years (10 years) from the date this Agreement is recorded.

SECTION 6. NO DAMAGES FOR DELAY

The Owner shall not be entitled to recover any damages from the City arising from or attributable to any delays in construction upon or development of the Property, unless the City caused the delay in question.

SECTION 7. LIMITATION UPON ENCUMBRANCE OF PROPERTY

Prior to completion of the Project, neither the Owner nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrances or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property except for the purposes only of obtaining (a) funds only to the extent necessary for the construction of the Project and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Owner. Until the completion of the Project, the Owner (or successor in interest) shall notify the City in advance of any financing secured by mortgage or other similar lien instrument it proposes to enter into with respect to the Property and of any encumbrance or lien that has been created on or attached to the Property whether by voluntary act of the Owner or otherwise.

SECTION 8. MORTGAGEES NOT OBLIGATED TO CONSTRUCT

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter

obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction or to guarantee such construction; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder.

SECTION 9. ENFORCED DELAY IN PERFORMANCE

Neither the City nor the Owner, nor any successor in interest, shall be considered in breach or default of its obligations with respect to the preparation of the Property for development or commencement and completion of construction, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

SECTION 10. REMEDIES

- A. General. In the event of breach of this Agreement, the parties have their respective rights hereunder, and those available at law and in equity. City expressly retains all rights under Wis. Stat. Section 893.80.
- B. Notice of Breach and Right to Cure. Except as otherwise provided herein, in the event of default or breach (“Default”) by either party hereto, the defaulting party shall, upon written notice from the other, cure or remedy such Default within 30 days after receipt of notice and demand to cure providing, however, that if the Default is one that cannot reasonably be cured with said 30 days, the defaulting party must diligently and faithfully pursue cure, and if the Default is not then remedied or cured with a reasonable time, or if the defaulting party fails to faithfully and diligently pursue cure, then (in any of the events described above) the aggrieved party may institute such proceedings and/or take such action to secure any rights as the aggrieved party may have available to it hereunder or at law or in equity, including, but not limited to, an action to compel specific performance and/or seeking damages.
- C. Waiver. No delay, waiver, omission or forbearance on the part of any party to exercise any right or power arising out of any other party’s Default shall be deemed a waiver by that party of such right or power against the other party for any subsequent Default
- D. City’s Retained Reversionary Interest. City’s Right to Reverter. Notwithstanding anything to the contrary contained herein, if subsequent to conveyance of the Property to Owner and prior to termination or release of the restrictive covenants according to Section 5:
 - a. Owner or any successor defaults on or violates its obligations with respect to any restrictive covenant herein, including the nature of, and the dates for beginning and completion of the Project, or abandons or substantially suspends construction, and any such default, violation, abandonment or suspension shall not be cured, ended or remedied with 90 days after City written demand so to do; or
 - b. Owner or any successor fails to pay real estate taxes, special assessment or special changes on the Property or any part thereof when due, or shall place thereon any

encumbrance or lien unauthorized by this Agreement, or shall suffer any levy, lien, or attachment to be made, or any materialman, mechanic, or construction lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessment shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to City made for such payment, removal or discharge, within 90 days after City written demand so to do; or

- c. There is any transfer of the Property or any part thereof in violation of this Agreement, and such violation shall not be cured within 90 days after City written demand;

then the City shall have the right to reenter and take possession of the Property and to record against the Property in the ROD a "Notice of Reverter." Owner agrees that the recording of such Notice of Reverter shall have the effect of delivering and recording a deed from Owner to City, and shall automatically terminate all of the Owner's rights, title and interest in and to the Property (and any interest of any successor that has taken title from or through Owner, except Permitted Successors) and revert in City, subject to rights of Permitted Successors, the full estate conveyed by the Deed. The intent of this provision, together with other provisions of this Agreement, is that the conveyance of the Property to Owner pursuant and subject to this Agreement shall be made upon a condition subsequent to the conveyance that in the event of any default, failure, violation, breach or other action or inaction by Owner specified in subsections (a), (b) or (c) above, and the failure on the part of Owner to remedy, end, abrogate or otherwise cure such default, failure, violation, breach or other action or inaction, within the period and in the manner stated in such subdivisions, City at its option may effect a termination of the estate conveyed to Owner in favor of City in which case all rights and interests of Owner (and of any successor or assign to Owner or the Property, except Permitted Successors), shall revert to, and thereafter be solely and fully vested in, City. And such reversion of title in City shall be subject to, limited by, and shall not defeat, render invalid or limit (a) the lien of any mortgage authorized by this Agreement, (b) any right or interest provided in the Agreement for the protection of the holder of such mortgage and (c) any right of any Permitted Successor, including any lessee or Owner authorized by this Agreement.

- E. City's reversionary right is a material provision of this Agreement, without which, City would not have entered into this transaction.

SECTION 11. RESALE OF REACQUIRED PROPERTY: DISPOSITION OF PROCEEDS

Upon the reversion in the City of title to the Property or any part thereof as provided in Section 10, City shall use best efforts to resell the Property or part thereof (subject to rights of Permitted Successors) as soon and in such manner as the City shall find feasible and consistent with the objectives of applicable law and of the Redevelopment Plan to a qualified and responsible party or parties (as determined by the City) who will either (a) assume the obligation of making or completing the Project as shall be satisfactory to the City or (b) agree to undertake such other project at the Property as shall meet City's approval (or, alternatively, the Project with such modifications to which City may agree.

Upon City resale of the Property (or part thereof) the proceeds thereof shall be applied:

- A. First, to reimburse the City, on its own behalf or on behalf of the City, for all costs and expenses incurred by the City, including, but not limited to, salaries of personnel in connection with the reversion in title, management and resale of the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments or charges (as determined by the City assessing official) that would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversion of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Owner, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Project (or such modified or alternate project as City may establish or to maintain the Property), and any amounts otherwise owing the City by the Owner and its successors or transferee; and

- B. Second, to reimburse Owner, its successor or transferee, up to the amount equal to the sum of the net Purchase Price paid by it for the Property (or allocable to the part thereof) and the cash, labor and material actually invested by it in performing any construction on or rehabilitation of the Property or part thereof, less any gains or income withdrawn or made by it from the Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by City as its property.

**SECTION 12. CONFLICT OF INTEREST:
CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE**

No City member, official or employee shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No City member, official or employee shall be personally liable to the Owner or any successor in the event of any City default or breach or for any amount which may become due to the Owner or successor or on any obligations under the terms of this Agreement.

SECTION 13. INDEMNIFICATION

Owner agrees to defend, indemnify and hold harmless City and the City and their respective officers, agents and employees, from and against all claims, demands, damages, liability, suits, judgments and decrees, attorney's fees, losses, costs and expenses of any kind or nature whatsoever that may come or be asserted against City or the City on account of: (a) Owner's (or

anyone acting for or at the direction of, or anyone claiming by, through, or under Owner) preacquisition entry onto or investigations at the Property; and (b) if Owner closes on this transaction and becomes owner of the Property, the condition of the Property, including environmental and geotechnical. The provisions in this Section shall survive completion of the Project, recording of the Certification and any termination of this Agreement.

SECTION 14. GOVERNING LAW

This Agreement shall be construed according to Wisconsin Law.

SECTION 15. PUBLIC RECORDS

This Agreement and certain documents relating hereto are, or may be, subject to Wisconsin's Open Records Law (Wis. Stat. Chapter 19, Subchapter II and Wis. State. Section 19.36(3) that includes records produced or collected hereunder. Owner agrees to cooperate with City if City receives a request under Wisconsin's Open Records Law for any such record.

SECTION 16. SUCCESSORS AND ASSIGNS

This Agreement is binding upon the parties hereto and their successors and assigns, including successors in interest to the Property. Notwithstanding the foregoing, until the termination or release of a restrictive covenant per Section 5, Owner may not assign this Agreement or its rights hereunder without City's prior written consent.

SECTION 17. APPROVALS

In any instance in which City's approval or consent and/or the approval or consent of the Commissioner is required under this Agreement, such approval or consent shall not be unreasonably withheld or delayed.

SECTION 18. NOTICES

Notices required to be sent under this Agreement shall be in writing and given either by personal delivery or by certified mail postage prepaid to the following individuals. Notices personally delivered shall be deemed delivered upon actual receipt or upon refusal to accept delivery. Notices sent by certified mail shall be deemed delivered two business days after mailing. Notice recipient and sending information may be changed from time to time by sending written notice of the same to all parties in accordance with this paragraph.

If to the City:
City Real Estate Officer, Department of City Development
809 North Broadway, Milwaukee, Wisconsin 53201-0324
Phone: 414-286-5830

If to Owner:
Katherine Rose

Street Address
City, WI Zip
Phone:

SECTION 19. SPECIAL PROVISIONS

- A. The Owner will not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. The Owner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Owner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City or the Wisconsin Department of Commerce setting forth the provisions of this nondiscrimination clause.
- B. The Owner will include the provisions of Paragraph (a) in every construction contract for this property, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

SECTION 20. COUNTERPARTS

The Agreement may be executed in counterparts and such counterparts shall constitute one and the same instrument.

[signatures on next page]

In Witness Whereof, the said parties have hereunto caused this Agreement to be signed as of the date first written above.

CITY OF MILWAUKEE

By: _____
Karen Taylor
Special Deputy Commissioner
Department of City Development

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____2018, Karen Taylor, Special Deputy Commissioner of the Department of City Development, to me known to be the person who executed the foregoing instrument and acknowledged the same to be the free act and deed of said City of Milwaukee.

Notary Public, State Of Wisconsin
My Commission: _____

1089-2018-601:248058

OWNER: Katherine Rose

By: Katherine Rose

State of Wisconsin)
) SS
Milwaukee County)

Personally came before me this ___day of _____, 2018, the above named Katherine Rose, to me known to me to be the person who as OWNER executed the foregoing contract for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

Notary Public
Milwaukee County, Wisconsin
My commission _____

Exhibit A

Legal Description

Lot 21, in Block 6, in Subdivision of Lot 1, Block 1, of the Subdivision of Lots 10 to 19 inclusive, in Dousman's Subdivision in the Northeast $\frac{1}{4}$ of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, including that portion of the South 5 feet of vacated alley adjoining said premises on the North.

Address: 2742 West State Street

Exhibit B

Minimum Rehabilitation Standards

The exterior of this home must be rehabilitated according to the City of Milwaukee's Minimum Standards and in accordance with the Secretary of the Interior's Standards for Rehabilitation and the Preservation Guidelines for the Concordia Historic District. All proposed exterior work must be reviewed by the Milwaukee Historic Preservation Commission and receive a Certificate of Appropriateness prior to construction. Any proposed interior alterations must maintain the character and quality of the living spaces. Any proposed alterations must take the building closer to a restored appearance.

OVERALL EXTERIOR REQUIREMENTS

- All exterior materials must be evaluated, selectively repaired or replaced with like-with-like materials.
- All exterior features must be must be preserved and restored.
- The original wood clapboard and sawn shingle siding must be selectively repaired, primed and painted.
- All original wood trim including door and window hoods, corner boards, and water-table boards should be repaired and restored to their original condition.
- All original wood interior windows must be retained. Windows in poor condition should be repaired using wood resin epoxies, or may be replaced with wood windows of the same design and proportion.
- Any storm window replacements must be wood, double sash replacements cut to fit the existing openings.
- No additional door or window openings may be installed. Additional door or window openings may be considered on the north elevation of the house after consultation with the Historic Preservation Commission.
- All new and existing wood siding and trim must be restored, primed and painted.

FRONT/SOUTH ELEVATION Follow all exterior guidelines and in addition:

- Front attic gable windows and decorative trim must be restored to original appearance with wood sashes and appropriate glazing.

EAST ELEVATION Follow all exterior guidelines and in addition:

- The two basement windows at the southern end of the eastern elevation must be restored with two pane, wood sashes.
- The remaining basement windows may be sealed with brick or glass block.

NORTH/REAR ELEVATION Follow all exterior guidelines and in addition:

WEST ELEVATION Follow all exterior guidelines and in addition:

- The two basement windows at the southern end of the western elevation must be restored with two pane, wood sashes. The remaining basement windows may be sealed with brick or glass block.

ROOF

- Solar panels, vents, plumbing stacks or skylights may be considered for installation at the back of the house but must not be visible from the street.

SITE

- The existing walks and berms in the front yard should be retained. Retaining walls are not allowed in the front yard.
- A new garage and additional landscaping may be included if approved by the HPC as to design and materials.

INTERIOR

- All original woodwork should be retained when possible.
- Removal or relocation of original stairways, fireplaces, or other decorative built-in features is discouraged.
- No interior work that could affect the structural condition of the building or that would alter the exterior appearance of the house is permitted.
- Interior structural support to replace a cut roof rafter may be required at turret's intersection with roofline.
- Alterations to accommodate a modern kitchen at the rear of the house will be considered.

Exhibit C

ACTIVITIES EXEMPT FROM FURTHER REVIEW

BUILDING INTERIOR

1. Finishing of unfinished basement or attics
2. Repair or replacing of existing interior walls if windows and exterior doors are not altered.
3. Repair or replacing of interior doors.
4. Repair or replacing of interior floors
5. Kitchen and bathroom remodeling if windows or exterior doors are not altered.

MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS

1. Installation of new furnaces and water heaters, if it does not result in installation or relocation of chimneys.
2. Upgrading, repair, and replacement of electrical systems and plumbing systems and fixtures.