

tance as the Commission may render, the Owner hereby agrees for herself and for her heirs, grantees, devisees, successors, and assigns with the Town of Ipswich not to make any alterations nor to permit others to make any alterations to the following exterior and interior features:

A. Exterior:

1. The front and side facades including the frames of the windows and front door and the Beverly jogs on both sides of the house.

B. Interior:

1. The wide board pine floors throughout the house.
2. The major frame members.

unless with prior written approval of the Commission, which shall not be unreasonably withheld. The Commission shall act upon written request for such approval within thirty days of its receipt, and shall give notice of any disapproval to the Owners in writing with reasons. If a request for approval is not disapproved by the Commission within thirty days, it shall be deemed approved. In the case of disapproval the Owners may within thirty days after the notice of disapproval request a review of the disapproval by a person of competence and experience in such matters, designated by the Massachusetts Historical Commission or its chairman or acting chairman. The finding of this review shall be made in writing within sixty days of the request, and shall be binding on the Owner and the Commission. The cost of such review shall be shared by the Commission, unless otherwise provided for but its share shall not exceed one-half the cost or one-half percent of the assessed valuation of the building in question, whichever is lesser.

Ordinary and necessary repairs and maintenance not materially affecting features listed above shall not be considered alterations. In case of damage by fire or other casualty, so serious as to cause reconstruction to be reasonably adjudged to be impractical, this Agreement shall terminate.

The foregoing Preservation Agreement is authorized by Massachusetts General Laws, Chapter 184, Sections 31 through 33, and otherwise by law and is intended to ensure that the exterior and interior features described above are preserved for their historically significant architecture. The burden of this Agreement will run with the land will be binding on all future owners of an interest therein. The right of enforcement shall be as provided in said Chapter 184, as it may be amended from time to time.

This Agreement does not give to the Town of Ipswich, to the public or to any other person any right to enter upon the premises, except as follows: there is hereby granted to the Town through the Commission the right to enter the premises for the purpose of inspecting the same to determine compliance herewith, of enforcing