

Daniel W. and Marion A. Stone owners of premises
at 1-3 Hovey Street, Ipswich, Essex County, Massachusetts
being the same premises conveyed to us by Deed recorded at Book 4784, Page 442,
upon which is a house built about
1665 evaluated by the Historical Commission of the Town of Ipswich (the
Commission) as having significant historical architectural value and being
especially worthy of preservation, in consideration of \$1000 paid and such
technical advice and assistance as the Commission may render, hereby agree
for themselves and their heirs and assigns as owner of said premises with
the Town of Ipswich not to permit any alterations to be made to the following
exterior and interior features:

All front and side exterior features of the building; the chimney;
the central frame and roof including primary and secondary members;
the wooden architectural elements including panelling, mantelpieces,
doors, windows, and frames, and other early detail of the 17th
century house and its 18th century additions;

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 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 after the
request, and shall be binding on the owners 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 of one per cent
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 reason-
ably adjudged to be impractical, this agreement shall terminate, and other-
wise shall remain in effect until 2100 A.D., or if approved by the Board of
Selectmen of the Town of Ipswich and the Massachusetts Historical Commission,
without limit of time.

The Ipswich Historical Commission acting on behalf of the Town of
Ipswich pursuant to General Laws, Chapter 40, Section 8-D hereby accepts
the above agreement.

Witness the execution hereof under seal in duplicate this Thirtieth
day of August, 1975.

Marion A. Stone
Daniel W. Stone

IPSWICH HISTORICAL COMMISSION

By John Conley
Chairman

COMMONWEALTH OF MASSACHUSETTS

Essex, ss. Ipswich

August 30, 1975

Then personally appeared the above-named Daniel W. and
Marion A. Stone and acknowledged the foregoing instrument
to be their free act and deed, before me,

Marion A. Stone
Daniel W. Stone

My Commission expires: July 11, 1977

ESSEX SS. RECORDED Oct. 3, 1975 30 M. PAST 8 A.M. INST. #8

Richard J. Beawohl
Notary Public