

NORTH CAROLINA
ALAMANCE COUNTYDECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE GLENCOE MILL AND MILL
VILLAGE

THIS DECLARATION, made this the 15 day of March, 1999, by THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC., a non-profit corporation organized and existing under the law of the State of North Carolina with its principal office being in Raleigh, North Carolina (hereinafter referred to as the "Foundation"), on behalf of itself and all successors in title to all or part of the Subject Property through any and all subsequent conveyances:

WITNESSETH:

WHEREAS, the Foundation owns certain real property (hereinafter referred to as the "Subject Property") a description of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Glencoe Mill Village, located in Alamance County, North Carolina, hereinafter referred to as the Subject Property, is a property consisting of numerous buildings, sites and landscapes of recognized historical, cultural, architectural and natural significance; and

WHEREAS, the Foundation acquired the Subject Property through donation and bargain sale for the purpose of preserving and protecting the historical, cultural, architectural and natural qualities of the property; and

WHEREAS, the Foundation desires that the Glencoe Mill and Mill Village be rehabilitated and preserved for the enjoyment and edification of future generations; and

WHEREAS, the Foundation desires that the Glencoe Mill and Mill Village be preserved and protected for the benefit of present and future generations, retaining their historically and architecturally significant features, while at the same time its component parts may need to be adapted and altered, where necessary, to provide for contemporary uses; and

WHEREAS, the Foundation and the Grantee both desire that the natural landscape features and open spaces of the Glencoe Mill and Mill Village be preserved in an undeveloped state which will preserve its integrity; and

WHEREAS, the Foundation is a charitable organization which places preservation easements on buildings having historical or architectural importance, said easement subjecting such buildings to restrictions that will insure that they are preserved and maintained for the benefit of future generations; and

WHEREAS, the North Carolina General Assembly has enacted the Historic Preservation and Conservation Agreements Act validating restrictions, easements, covenants, conditions or otherwise, appropriate to the preservation of a structure or site historically significant for its architectural, archeological or historical associations.

NOW THEREFORE, the Foundation, on behalf of itself, its successors and assigns, hereby declares the following restrictions (hereinafter referred to as "covenants"), said covenants to be restrictions of record to attach to the land described in Exhibit A:

1. These covenants shall be administered solely by the Historic Preservation Foundation of North Carolina, Inc., its successors in interest or assigns; and in all subsequent conveyances of Subject Property, the Foundation, its successors in interest or assigns shall be the sole party entitled to administer these covenants. In the event that the Foundation, or its successors in interest by corporate merger cease to exist, then in such event the Foundation shall assign all of its rights and interests in these easements, covenants, and conditions subject to such duties and obligations which it assumes hereby to a non-profit corporation of responsibility which exists for substantially the same reasons as the Foundation itself (as described hereinabove); If no such corporation be available for such assignment then, under such circumstances such assignment shall be made to the State of North Carolina which shall be the sole party entitled to administer those covenants.

2. Each parcel shall be conveyed to new owners subject to these covenants and to the terms, conditions, and deadlines of a Rehabilitation Agreement entered into by the parties and signed by the President or Executive Director of the Foundation. Said new owners, for themselves and all successors in title, agree to continuously maintain, repair, and administer any building on the subject property herein described in accordance with any future covenants of record and the Secretary of the Interior's Standards for the Treatment of Historic Properties after its rehabilitation so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the subject property. Maintenance shall be

continuously provided. Said Secretary of the Interior's Standards for the Treatment of Historic Properties are incorporated in these covenants by reference and attached hereto as Exhibit B.

3. No alteration and no physical or structural change and no changes in the color, material or surfacing shall be made to the exterior of any structure, whether historic or not, of the Glencoe Mill and Mill Village without the prior written approval of the President or Executive Director of the Foundation.

4. No addition or additional structure shall be constructed or permitted to be built upon the subject property unless the plans and exterior designs for such structure or addition have been approved in advance in writing by the President or Executive Director of the Foundation. The Foundation in reviewing the plans and designs for any addition or additional structure shall consider the following criteria: Exterior building materials; height; fenestration; roof shapes, forms, and materials; surface textures; expression of architectural detailing; scale; relationship of any additions to the main structure; general form and proportion of structures; orientation to street; setback; spacing of buildings, defined as the distance between adjacent buildings; lot coverage; use of local or regional architectural traditions; and effect on archeological resources. Contemporary designs for additions or additional structures shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, color, material and character of the property and its environment.

5. No buildings or structures of the Glencoe Mill and Mill Village nor any part thereof may be removed or demolished without the prior written approval of the President or Executive Director of the Foundation.

6. No portion of the acreage of the subject property may be subdivided without the prior written approval of the President or Executive Director of the Foundation. In the event that the President or Executive Director gives written approval for subdivision, it must be carried out in accordance with the subdivision requirements of the relevant jurisdiction.

7. No living trees greater than 12 inches in diameter (113 inches in circumference) at a point 4 feet above the ground shall be removed from the Subject Property without the express written approval of the Foundation unless immediate removal is necessary for the protection of any persons coming onto the Subject Property or of the general public; for the prevention or treatment of disease; or for the protection and safety of the structures of the Glencoe Mill and Mill Village or other permanent improvements on the Subject Property. Any tree of the aforementioned size which must be removed shall be replaced within a reasonable time by a new tree of a substantially similar species. If so requested, the Foundation may approve the use of an alternate species.

9. All future owners and successors in title shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.

10. In case of any contemplated sale of the Subject Property or any portion thereof by all future owners or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to the Foundation, its successors or assigns. If the Foundation so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of the Foundation to notify the then owner of its intention to exercise this right of first refusal within such thirty (30) day period shall free the owner to sell pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the property, any right to repurchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

11. In the event of a violation of covenants contained in Paragraphs 2, 3, 4, 5, and 6 hereof, the Foundation then shall have an option to purchase the subject property, provided that it shall give the Owner written notice of the nature of the violation and the Owner shall not have corrected same within the ninety (90) days next following the giving of said notice. The purchase of the subject property, pursuant to the exercise of the option retained hereby, shall be at a price equal to the then market value of the subject property, subject to restrictive covenants, as determined by agreement of the then owner and the Foundation, or, in the absence of such agreement, by a committee of three appraisers, one to be selected by the Foundation, one to be selected by the then owner, and the other to be designated by the two appraisers selected by the Foundation and the owner respectively. Provided, however, that if there are outstanding deeds of trust or other encumbrances against the property, any right to purchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

12. Representatives of the Foundation shall have the right to enter the premises at reasonable times, after giving reasonable notice, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the with the terms of these covenants.

13. All future owners shall be bound to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which all future owners, their heirs, successors, and assigns, covenant and agree, in the event the subject property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the subject property.

14. All future owners and their successors in title shall insure the premises against damage by fire or other catastrophe. If the original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the premises in accordance with the standards in Exhibit B. The then owner shall keep the premises insured under a comprehensive general liability policy that names the Foundation as an additional insured and that protects the then owner and the Foundation against claims for personal injury, death, and property damage.

15. All mortgages and rights in the property of all mortgagees are subject and subordinate at all times to the rights of the Foundation to enforce the purposes of this Declaration. All future owners and their successors in interest will provide a copy of this Declaration to all mortgages of the premises and shall cause all mortgagees as of the date of this Declaration to subordinate the priority of their liens to this Declaration.

16. The Foundation recognizes that an unexpected change in the conditions surrounding the Subject property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment of this Historic Preservation Agreement. Such an extinguishment must comply with the following requirements:

(a) The extinguishment must be the result of a final judicial proceeding.

(b) The Foundation shall be entitled to share in the net proceeds resulting from the extinguishment in an amount in accordance with the then applicable regulations of the Internal Revenue Service of the U. S. Department of the Treasury.

(c) The Foundation agrees to apply all of the portion of the net proceeds it receives to the preservation and conservation of other property or buildings having historical or architectural significance to the people of the State of North Carolina.

(d) Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds or awards, proceeds from a sale in lieu of condemnation, and proceeds from the sale or exchange by Grantee of any portion of the Subject Property after the extinguishment.

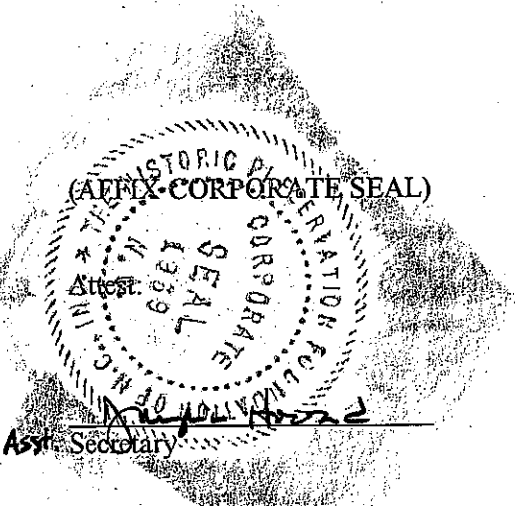
17. All future owners and their successors in title shall be bound to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which any future owner, his successors and assigns covenant and agree, in the event the premises are sold and otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the property.

18. In the event of a violation of these covenants and restrictions, all legal and equitable remedies, including injunctive relief, specific performance, and damages, shall be available to the Foundation. No failure on the part of the Foundation to enforce any covenant or restriction herein nor the waiver of any right hereunder by the Foundation shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the Foundation to enforce the same in event of a subsequent breach or default.

19. Unless otherwise provided, the covenants and restrictions set forth above shall run in perpetuity.

THE HISTORIC PRESERVATION
FOUNDATION OF NORTH CAROLINA, INC.
a North Carolina non-profit corporation (SEAL)

BY: *Agustin C. Mashe* (SEAL)
President



[Signature]
Asst. Secretary

NORTH CAROLINA
WAKE COUNTY

I, *Barbara V. Wisby*, a Notary Public of the County and State aforesaid, certify that J. Myrick Howard personally came before me this day and acknowledged that he is Assistant Secretary of THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Assistant Secretary.

Witness my hand and official stamp or seal, this 15th day of March 1999.

My Commission Expires: 9-06-2002 *Barbara V. Wisby*
Notary Public

NORTH CAROLINA
_____ COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 1999.

My Commission Expires: _____
Notary Public

Filed for Registration on the _____ day of _____, 1999, _____ o'clock ____ M.
and duly registered in the Office of the Register of Deeds of _____ County,
North Carolina, Book _____ page _____.

REGISTER OF
DEEDS

BY ASST OR
DEPUTY REG. OF DEEDS

FILED

BOOK 1270 PAGE 690

'99 MAR 15 P1:46

NADINE S. FUQUA
REGISTER OF DEEDS
ALAMANCE COUNTY, NC

of North Carolina - Alamance County
the foregoing certificate of Dickson V. [Signature]
[Signature]

A Notary (Notaries) Public of the Designated Governmental
units is (are) certified to be correct

This the 15th day of March 1999
NADINE S. FUQUA [Signature]
Register of Deeds By Assistant/Deputy

EXHIBIT A

Legal Property Description

Tract One

That certain tract or parcel of land located in Faucette Township and Burlington Township, Alamance County, North Carolina, adjoining N.S. Cardwell, G.W. Morene, Joe Morene, Ralph Wilson, C.E. Phillips, J.L. Coleman, Glencoe Baptist Church, Jerry Murray Estate, Mrs. D.L. Green, Carolina Mills, Haw River, and R.J. Hall Estate and being more particularly described as follows:

BEGINNING at an iron bolt located in the eastern boundary line of Mrs. D. L. Green, at the southwesternmost corner of N. S. Cardwell; running thence from said point of beginning with the eastern boundary line of Mrs. D.L. Green, the following courses and distances: South 0° 36' West 316.7 feet to an iron stake; thence, South 0° 36' West 280 feet to a point; thence, South 0° 36' West 220 feet to a point; thence, South 0° 36' West 110 feet to a point; thence South 0° 36' West 162 feet to an iron stake, a corner with Mrs. D.L. Green; running thence along the north bank of the Haw River, the following courses and distances; South 80° East 197 feet to an iron stake near a double sycamore; thence, South 52° 05' East 186.78 feet to an iron stake; thence South 51° 35' East 241.56 feet to an iron stake located on the north side of Haw River; running thence across Haw River, South 13° 15' West 548.7 feet to an iron stake located in the line of R. J. Hall Estate on the south side of the Haw River; running thence with the line of R.J. Hall Estate and crossing the Haw River, South 52° 10' East 2027 feet to an iron stake located in the line of Carolina Mills, a corner with R. J. Hall Estate on the north side of Haw River; running thence with the western boundary line of Carolina Mills, North 5° 56' East 258.6 feet to a stone located at the northwesternmost corner of Carolina Mills at a corner with Mrs. D.L. Green; running thence with the line of Mrs. D.L. Green, the following courses and distances: North 5° 48' East 138 feet to a point; thence, North 5° 46' East 200 feet to a point; thence, North 5° 48' East 100 feet to a point; thence North 5° 48' East 140 feet to an iron stake; thence, South 60° 12' East 99 feet to a stake; thence, North 25° 48' East 201.3 feet to a stake; thence North 39° 18' East 350 feet to an iron stake; thence, North 52° 45' West 407 feet to an iron stake; running thence with the line of Jerry Murray Estate, the following courses and distances: North 5° 43' East 125 feet to a point; thence, North 5° 43' East 200 feet to a point; thence, North 5° 43' East 300 feet to a point; thence, North 5° 43' East 387 feet to an iron stake, a corner with Glencoe Baptist Church; running thence with the line of Glencoe Baptist Church, the following courses and distances: North 46° 30' West 178.8 feet to an iron stake; thence, North 23° 05' East 233 feet to an iron stake; thence, South 85° 07' East 55.8 feet to an iron stake; thence, South 66° 07' East 17 feet to an iron stake, a common corner with Glencoe Baptist Church and Ralph Wilson; running thence with the line of Ralph Wilson, North 5° 50' East 232.5 feet to a stone located in the southern boundary line of J. L. Coleman, a corner with Ralph Wilson ; running thence with the southern boundary line of J. L. Coleman, South 78° 27' West 335 feet to an iron stake located at the southwesternmost corner of J. L. Coleman and the southeasternmost corner of C. E. Phillips; running thence with the southern boundary line of C. E. Phillips, South 78° 27' West 100 feet to an iron stake located the southwesternmost corner of C. E. Phillips and the southeasternmost corner of Ralph Wilson; running thence with the southern boundary line of Ralph Wilson, South 77° 41' West 263.5 feet to an iron stake located at the southwesternmost corner of Ralph Wilson and the southeasternmost corner of G. W. Morrne; running thence with the southern boundary line of G. W. Morene, South 78° 36' West 276.5 feet to an iron stake located at the southwesternmost corner of G.W. Morene and the southeasternmost corner of Joe Morene; running thence with the southern boundary line of Joe Morene, North 77° 36' West 350 feet to a point located at the southwesternmost corner of Joe Morene and the southeasternmost corner of G. W. Morene; running thence with the southern boundary line of G. W. Morene, the following courses and distances: North 77° 36' West 200 feet to a point; thence, North 77° 36' West 290 feet to a point; thence North 77° 36' West 220 to a point thence, North 77° 36' West 111.3 feet to an iron stake on the bank of a branch located at the southwesternmost corner of G. W. Morene and the southeasternmost corner of N. S. Cardwell; running thence with the southern boundary line of N. S. Cardwell, North 76° 06' West 196.5 feet to the point and place of BEGINNING and containing 106.4 acres, more or less.

The above description was taken from a plat of survey prepared by W. T. Hall, Civil Engineer, dated March 1939, entitled "Glencoe Mills Property," Drawing No. J-150.

The above-described property was conveyed by William E. Holt and wife, A. L. Holt; W. L. Holt and Wife, M. L. Holt; Edwin C. Holt and wife, Dolores D. Holt; James H. Holt; Samuel M. Holt; Robert L. Holt; William I. Holt; Earnest A. Holt and Daisy L. Holt to Glencoe Mills, by deed dated December 14, 1899, which deed is recorded in Deed Book 21, at Page 155 of the Alamance County Registry. And this being the same property conveyed to the Historic Preservation Foundation of North Carolina, Inc. by deed dated December 16, 1997, which deed is recorded in deed book 1135, page 558 of the Alamance County Registry.

EXCEPTED AND EXCLUDED FROM the above-described Tract One are the following seven (7) tracts or parcels of land:

Tract A:

That certain tract or parcel of land containing 0.16 acres, more or less, conveyed by Glencoe Mills to G. L. Fonville, R. D. Pennington, G. L. Murray and J. J. Murray, Trustees of Glencoe Baptist Church, by deed dated September 30, 1914, which deed is recorded in Deed Book 53, at Page 268 of the Alamance County Registry.

Tract B:

That certain tract or parcel of land containing 0.54 acres, more or less, conveyed by Glencoe Mills to G. L. Murray, J. J. Murray, R. A. Wilson and A. B. Hall, Trustees of Glencoe Baptist Church, by deed dated September 10, 1924, which deed is recorded in Deed Book 83, at Page 274 of the Alamance County Registry.

Tract C:

That certain tract or parcel of land containing 0.20 acres, more or less, conveyed by Glencoe Mills to C. F. Phillips and wife Emma Wilson Phillips by deed dated December 28, 1950, which deed is recorded in Deed Book 195, at Page 88 of the Alamance County Registry.

Tract D:

That certain tract or parcel of land containing 1.10 acres, more or less, conveyed by Glencoe Mills to Banks Morene, Walter Greeson and L. B. Shaw as Trustees of Glencoe Baptist Church by deed dated February 13, 1951, which deed is recorded in Deed Book 195, at Page 476 of the Alamance County Registry.

Tract E:

That certain tract or parcel of land containing 0.29 acres, more or less, conveyed by Glencoe Mills to David F. Barber and wife Fay Coleman Barber, by deed dated April 26, 1967, which deed is recorded in Deed Book 344, at Page 527 of the Alamance County Registry.

Tract F:

That certain tract or parcel of land containing 0.19 acres, more or less, conveyed by Glencoe Mills to James M. Foster and wife Janet M. Foster, by deed dated June 26, 1978, which deed is recorded in Deed Book 435, at Page 307 of the Alamance County Registry.

Tract G:

Than certain tract or parcel of land containing 0.28 acres, more or less, conveyed by Glencoe Mills to James L. Merritt and wife, Jessie Lea Merritt, by deed dated June 26, 1978, which deed is recorded in Deed Book 435, at Page 329 of the Alamance County Registry.

Tract Two

Being all of Lot Number twenty-three (23), twenty-four (24) and twenty-six (26) of Section Two (2) of River Hills Subdivision as shown by drawing recorded in plat book 53 at page 76 of the Alamance County Registry. Reference is hereby made to said plat for a more particular metes and bounds description.

EXHIBIT B

**SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES
(1992)**

TREATMENTS

There are Standards for four distinct, but interrelated, approaches to the treatment of historic properties -- Preservation, Rehabilitation, Restoration, and Reconstruction. **Preservation** focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time. (Protection and Stabilization have now been consolidated under this treatment.) **Rehabilitation** acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. **Restoration** is undertaken to depict a property at a particular period of time in its history, while removing evidence of other periods. **Reconstruction** re-creates vanished or non-surviving portions of a property for interpretive purposes.

In summary, the simplification and sharpened focus of these revised sets of treatment standards is intended to assist users in making sound historic preservation decisions. Choosing appropriate treatment for a historic property, whether preservation, rehabilitation, restoration, or reconstruction, is critical. This choice always depends on a variety of factors, including the property's historical significance, physical condition, proposed use, and intended interpretation.

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of a historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

STANDARDS FOR PRESERVATION

1. A property shall be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property shall be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of the property shall be retained and preserved. The replacement of intact or repairable historical materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features shall be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. The existing condition of historic features shall be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material shall match the old in composition, design, color, and texture.
7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.

PRESERVATION AS A TREATMENT

When the property's distinctive materials, features, and spaces are essentially intact and thus convey the historic significance without extensive repair or replacement; when depiction at a particular period of time is not appropriate; and when a continuing or new use does not require additions or extensive alterations, Preservation may be considered as a treatment. Prior to undertaking work, a documentation plan should be developed.

REHABILITATION is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

STANDARDS FOR REHABILITATION

1. A property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property shall be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall not be undertaken.
4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historical materials, features, size, scale, and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

REHABILITATION AS A TREATMENT

When repair and replacement of deteriorated features are necessary; when alterations or additions to the property are planned for a new or continued use; and when its depiction at a particular period of time is not appropriate, Rehabilitation may be considered as a treatment. Prior to undertaking work, a documentation plan for Rehabilitation should be developed.

RESTORATION is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

STANDARDS FOR RESTORATION

1. A property shall be used as it was historically or be given a new use which reflects the property's restoration period.
2. Materials and features from the restoration period shall be retained and preserved. The removal of materials or alteration of features, spaces, and spatial relationships that characterize the period shall not be undertaken.

3. Each property shall be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve materials and features from the restoration period shall be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Materials, features, spaces, and finishes that characterize other historical periods shall be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period shall be preserved.
6. Deteriorated features from the restoration period shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and where possible, materials.
7. Replacement of missing features from the restoration period shall be substantiated by documentary and physical evidence. A false sense of history shall not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
9. Archeological resources affected by a project shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
10. Designs that were never executed historically shall not be constructed.

RESTORATION AS A TREATMENT

When the property's design, architectural, or historical significance during a particular period of time outweighs the potential loss of extant materials, features, spaces, and finishes that characterize other historical periods; when there is substantial physical and documentary evidence for the work; and when contemporary alterations and additions are not planned, Restoration may be considered as a treatment. Prior to undertaking work, a particular period of time, i.e., the restoration period, should be selected and justified, and a documentation plan for Restoration developed.

RECONSTRUCTION is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

STANDARDS FOR RECONSTRUCTION

1. Reconstruction shall be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture, and such reconstruction is essential to the public understanding of the property.
2. Reconstruction of a landscape, building, structure, or object in its historic location shall be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts which are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures shall be undertaken.
3. Reconstruction shall include measures to preserve any remaining historic materials, features, and spatial relationships.
4. Reconstruction shall be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property shall re-create the appearance of a non-surviving historic property in materials, design, color, and texture.
5. A reconstruction shall be clearly identified as a contemporary re-creation.
6. Designs that were never executed historically shall not be constructed.

RECONSTRUCTION AS A TREATMENT

When a contemporary depiction is required to understand and interpret a property's historic value (including the re-creation of missing components in a historic district or site); when no other property with the same associative value has survived; and when sufficient historical documentation exists to ensure an accurate reproduction, Reconstruction may be considered as a treatment. Prior to undertaking work, a documentation plan for Reconstruction should be developed.